

**AGENDA
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
CITY HALL
DECEMBER 20, 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.B. PUBLIC HEARING

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 the Regular Meeting of December

6, 2016, and have them placed on file for public inspection.

[Johnson, CC]

Documents:

[Minutes 12.06.16 Min.pdf](#)

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

Action:

that the Cemetery Deeds for December 1-15, 2016 be accepted, and the Mayor and City Clerk be authorized to sign and have them recorded in the Office of the County Clerk. **[Feezer, P&R]**

8.C. MINUTES: of the November 9, 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 October 12, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (approved) 2) to approve Resolution 2016-75 accepting the donation of real property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filling to be uses as a park. (forwarded to council for approval) 3) heard Laramie Bike Net presentation. (established a bike committee with Nick Carlson, Dave Hammond) 4) to approve Resolution 2016-74 supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreation Trails Program Grant in an amount not to exceed \$50,000 to support the development of the Jacoby Ridge Rural Trail. (forwarded to council for approval) 5) to approve Resolution 2016-80 updating the 2016 Parks & Recreation Master Fee Schedule as presented (forwarded to council for approval). Hear presentation from Director Feezer on CCWLSR (no action).

[Feezer, P&R]

Documents:

[PTR Advisory Board Minutes 11.9.16 Cover Sheet.pdf](#)

[Advisory Board Minutes November 9, 2016.pdf](#)

8.D. MINUTES: Monolith Ranch Advisory Committee meetings of October 13, 2016 and November 17, 2016

Action:

that Council accept the Minutes of the Monolith Ranch Advisory Committee from October 13, 2016 and November 17, 2016, and have them placed on file for public inspection.

[Smith, PW]

Documents:

[Cover Sheet MRAC Minutes 10.13.16 for 12.20.16 LCC.pdf](#)

[RAC 10-13-16 Minutes Combined.pdf](#)

[Cover Sheet MRAC Minutes 11.17.16 for 12.20.16 LCC.pdf](#)

[RAC 11-17-16 Minutes.pdf](#)

8.E. LICENSE: Vehicle for Hire Renewal - Laramie Taxi

Action:

to approve a Vehicle For Hire License to Triplets, LLC, (Owner: Anes Joseph), 1856 Harrison St #B1, Laramie, Wyoming, for the period of January 1, 2017 to December 31, 2017.

[Johnson, CC]

Documents:

[Cover Sheet TaxiLicRENEW-LaramieTaxi 12-2016.pdf](#)
[LaramieTaxi Application 2017.pdf](#)

8.F. LICENSE: Vehicle for Hire Renewal - Snowy Range Taxi

Action:

to approve a Vehicle For Hire License to Snowy Range Taxi, LLC, (Owner: Matthew D. Peck, Chantelle D. Brawley), 709 S. 12th Street, Laramie, Wyoming, for the period of January 1, 2017 to December 31, 2017.

[Johnson, CC]

Documents:

[Cover Sheet TaxiLicRENEW-Snowy Range 12-2016.pdf](#)
[SnowyRangeTaxiLLC Application 2017.pdf](#)

8.G. LICENSE: Vehicle for Hire Renewal - Fareride

Action:

approve a Vehicle For Hire License to Fareride, (Owner: Gary Hopkins/Mike Hopkins) 2275 Snowy Range Rd, Laramie, Wyoming, for the period of January 1, 2017 to December 31, 2017.

[Johnson, CC]

Documents:

[Cover Sheet TaxiLicRENEW-Fareride 12-2016.pdf](#)
[Fareride, Vehicle for Hire 12-13-2016.pdf](#)

8.H. AGREEMENT: Amended Promissory Note for the South Laramie Sewer Line Project

Action:

that Council approve an Amended Promissory Note for the South Laramie Sanitary Sewer Project and authorize the Mayor and Clerk to sign.

[Smith, PW]

Documents:

[Cover Sheet SRF Loan Prom Note WWLSSL.pdf](#)
[WWLSSL Amended Promissory Note not signed.pdf](#)

8.I. AGREEMENT: Subdivision Completion Agreement for ACSD #1 related to the Boulder Addition, Final Plat.

Action:

Move to approve the Subdivision Agreement for Boulder Addition, allowing Albany County School District an opportunity for reimbursement related to construction costs associated with the construction of Boulder Drive.

[Derragon, ACM]

Documents:

8.J. AGREEMENT: Amendment I to the Business Ready Community grant agreement between the Wyoming Business Council and the City of Laramie for the Retail Leakage Analysis and Action Plan project

Action:

that approve Amendment I to the Business Ready Community grant agreement between the Wyoming Business Council and the City of Laramie for the Retail Leakage Analysis and Action Plan project and authorize the Mayor and Clerk to sign with a retroactive date of November 20, 2016 to precede the November 30, 2016 expiration date of the original grant agreement.

[Jordan, CM]

Documents:

[Cover Sheet - Amendment I.pdf](#)
[Amendment I.pdf](#)

8.K. MOU: Memorandum of Understanding between the City of Laramie and The Albany County Commissioners providing funding for surveillance activities for the 2016 Emergency Insect Management Grant in the amount of \$5,000.00.

Action:

that Council approve The Memorandum of Understanding between the City of Laramie and The Albany County Commissioners providing funding for surveillance activities for the 2016 Emergency Insect Management Grant in the amount of \$5,000.00 and authorize the Mayor and Clerk to sign.

[Feezer, P&R]

Documents:

[Agenda Cover EIMG16 County MOU 11-14-16.pdf](#)
[Revised MOU with City for Mosquito Services 12.01.2016.pdf](#)

8.L. FYI: Acknowledging Receipt of the West Laramie/Snowy Range Road Bicycle/Pedestrian Feasibly Study.

Action:

that Council Acknowledge receipt of the West Laramie/Snowy Range Road Bicycle/Pedestrian Feasibly Study.

[Feezer, P&R]

Documents:

[Snowy_Range_Road_Corridor_Feasibility_Study_FINAL.optimizedpdf.pdf](#)
[Snowy_Range_Road_Corridor_Feasibility_Study_Appendix_FINAL.optimized.pdf](#)

8.M. SCHEDULE MEETING(S)

Action:

that the Council schedule the following meeting(s):

1. WORK SESSION: January 10, 2017, 6:00 pm - Boards and Commissions Overview

2. WORK SESSION: January 10, 2017, 6:00 pm - Curb and Gutter Concrete Condition

3. **PUBLIC HEARING: January 17, 2017, 6:30 pm** - Original Ordinance No. 1959: Amending Chapter 15.14 to alter landscaping requirements for AV (Aviation) District.
4. **PUBLIC HEARING: January 17, 2017, 6:30 pm** - Original Ordinance No. 1960: Rezoning portion of Laramie Regional Airport from AE (Airport Enterprise) to AV (Aviation).
5. **WORK SESSION: January 24, 2017, 6:00 pm** - Public Works Project Updates

9. REGULAR AGENDA

10. **Resolution 2016-82, authorizing the filing of an application with the United States Environmental Protection Agency (EPA) for a Communitywide Brownfield Assessment Grant to support revitalization efforts in the West Side**
[Jordan, CM]

Documents:

[Cover Sheet - EPA Request of West Side.pdf](#)
[Resolution 2016-EPA Request for West Side.pdf](#)

11. **Consideration of the Grant Agreement between the Department of State Parks & Cultural Resources and the City of Laramie, Wyoming, Parks & Recreation Department for the award of a Land & Water Conservation Fund Grant for Scout Park, Phase III Development.**
[Feezer, P&R]

Documents:

[Scout LWCF Cover Sheet.pdf](#)
[Scout Grant Agreement LWCF.pdf](#)

12. **Original Ordinance No. 1959, rezoning an area approximately 26.5 acres in size from AE (Airport Enterprise) district to AV (Aviation) District, generally located at the Laramie Regional Airport.**
Introduction and First Reading
[Derragon, ACM]

Documents:

[Z-16-05 CC Cover 1st Reading 12.20.2016.pdf](#)
[Z-16-05 1st Reading Ordinance 1959.pdf](#)
[Z-16-05 PC Staff Report.pdf](#)

13. **Original Ordinance No. 1960, amending Title 15 of Laramie Municipal Code for the purpose of amending Chapter 15.14 to alter the landscaping requirements for properties zoned AV (Aviation).**
Introduction and First Reading
[Derragon, ACM]

Documents:

[TA-16-08 Cover Sheet 12.20.2016.pdf](#)
[Ordinance 1960 1st reading.pdf](#)
[Attachment A.pdf](#)
[TA-16-08 PC Staff Report.pdf](#)

**14. Consideration of Purchase and Sale Agreement Between Real Resolutions, LLC, a Wyoming limited liability company, by and through its Manager, Michael K. Schutte, and the City of Laramie, Wyoming.
[Jordan, CM]**

Documents:

[Cover12-20-16RRLLC.pdf](#)
[Purchase and Sale Agreement 12-14-16.pdf](#)

**15. Consideration of Purchase Option Agreement between the City of Laramie and Cornerstone Associates, LLC
[Jordan, CM]**

Documents:

[Cover12-20-16CABoulder.pdf](#)
[AttachmentHousingStudy6.7.pdf](#)
[AttachmentLocation Map.pdf](#)
[AttachmentSite Plan.pdf](#)
[2016_12_14 Option to Purchase Real Property.pdf](#)

**16. Original Ordinance No. 1957, amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie
Third and Final Reading (Introduced by Shumway)
[Smith, PW]**

Documents:

[Cover Sheet Water Rate Ord 3rd.pdf](#)
[Ordinance No. 1957 Water Rates 2017 3rd.pdf](#)

**17. Original Ordinance No. 1958, amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie
Third and Final Reading (Introduced by Hanson)
[Smith, PW]**

Documents:

[Cover Sheet Wastewater Rate Ord 3rd.pdf](#)
[Ordinance No. 1958 Wastewater Rates 2017 3rd.pdf](#)

18. Consideration of future Council work session topics

Documents:

[Upcoming Meetings 12-20-2016.pdf](#)
[Future Work Session Topics 12-20-2016.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. Adjournment

MINUTES
CITY OF LARAMIE, WYOMING
CITY COUNCIL MEETING
DECEMBER 6, 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, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Absent: None.

Staff present: Janine Jordan, City Manager; Angie Johnson, City Clerk; Bob Southard, City Attorney; Malea Brown, Administrative Services; Todd Feezer, Parks & Recreation Director; Earl Smith, Public Works Director; Dan Johnson, Fire Chief; and Dale Stalder, Police Chief.

4. PRE-MEETING ITEMS

4.A. PROCLAMATIONS & PRESENTATIONS

4.A.i. Presentation of the League of American Bicyclists - Bike Friendly Community Award.

4.A.ii. Presentation of the Wyoming Community Gas distribution checks to Interfaith-Good Samaritan, Laramie Downtown Clinic and Laramie Soup Kitchen.

4.B. PUBLIC HEARING

None.

4.C. ANNOUNCEMENTS

None.

5. Disclosures by City Council Members

6. Consideration of Changes in Agenda and Setting the Agenda

A. MOTION BY PEARCE, seconded by Shumway, that the following changes to the Agenda be approved: Council Retreat January 7, 2017 at Rec Center 8:30- 4:00 p.m.

B. MOTION BY PEARCE, seconded by Henry, that the Agenda be set as 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

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DECEMBER 6, 2016

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 Summerville, that the Consent Agenda be approved and that each specific action on the Consent Agenda be approved as indicated.

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

8. CONSENT AGENDA

8.A. MINUTES: City Council Meetings

Action:

that Council approve the Minutes of the City Council the Regular Meeting of November 15, 2016, and have them placed on file for public inspection.

8.B. CEMETERY DEEDS: For November 16-30, 2016

Action:

that the Cemetery Deeds for November 16-30, 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. VOUCHERS: November 2016

Action:

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

8.D. MINUTES: November 10, 2016 Traffic Commission Meeting

Action:

that Council accept the Minutes of the Traffic Commission regular meeting of November 10, 2016, and have them placed on file for public inspection.

8.E. BID: Award of Bid for Unit 330, a Utility Service Truck

Action:

that Council award the bid for one Utility service truck (Unit 330) with trade-in to Spradley Barr Ford, Cheyenne, WY, in the total amount of \$43,183.00.

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8.F. LICENSE: New Secondhand Dealer, Windshadow LLC, dba Bart's Flea Market

Action:

that Council approve a New Secondhand Dealer's License to Windshadow LLC, dba Bart's Flea Market, 2401 Soldier Springs Road, Laramie, Wyoming, for the period of December 1, 2016 thru November 30, 2017 and authorize the Mayor and Clerk to sign.

8.G. AGREEMENT MODIFICATION: Consideration of Amendment to State Small Business Credit Initiative Allocation Agreement between the United States Department of the Treasury and the Wyoming Consortium of Participating Municipalities

Action:

That Council move to approve Amendment to SSBCI Allocation Agreement between the United States Department of the Treasury and the Wyoming Consortium of participating municipalities and authorize the City Manager to sign.

8.H. AGREEMENT: Award of Professional Services Agreement between the City of Laramie, Wyoming and Dale Buckingham, Architects, LLC for services related to the City Hall Annex Roof and Cornice Project, not to exceed \$22,443.90.

Action:

that Council approve the Professional Services Agreement between the City of Laramie and Dale Buckingham Architects, LLC for construction design services for the City of Laramie City Hall Annex Roof and Cornice Project in the amount of \$20,403.90 plus a contingency of \$2,040.00 for a total not to exceed amount of \$22,443.90 and authorize the Mayor and Clerk to sign.

8.I. RESOLUTION: Resolution 2016-77, supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Land & Water Conservation Fund Grant in an amount not to exceed \$100,000 to support Phase IV improvements to Scout Park.

Action:

that council approve Resolution 2016-77 submitting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Land & Water Conservation Fund Grant in an amount not to exceed \$100,000 for Phase IV improvements for the Scout Park Development Project and authorize the Mayor and Clerk to sign.

8.J. RESOLUTION: Resolution 2016-78, to authorize and application to FEMA - Assistance to Firefighters Grant Program in an amount not to exceed \$25,000.00

Action:

that Council approves Resolution No. 2016-78 authorizing the submission of an Assistance to Firefighter Grant to FEMA on behalf of the Governing Body of the City of Laramie, Wyoming for the purpose of purchasing fire fighter self-rescue safety equipment in an amount not to exceed \$25,000.00; and to authorize the Mayor and City Clerk to sign; and to amend the 2016-2017 fiscal year budget.

8.K. RESOLUTION: Resolution 2016-79 to dissolve the Crime Victim /Witness Joint Powers Board

Action:

to approve Resolution 2016-79, dissolving the Crime Victim /Witness Joint Powers Board.

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8.L. ORDINANCE: Original Ordinance No. 1966, amending Section 5.09.355(C) of the Laramie Municipal Code Catering Permits for Special Events.

Third and Final Reading. (Introduced by Vitale)

Action:

to approve Original Ordinance No. 1966, amending Section 5.09.355(C) of the Laramie Municipal Code Catering Permits for Special Events on Third and Final Reading and authorize the Mayor and Clerk to sign.

8.M. SCHEDULE MEETING(S)

Action:

that the Council schedule the following meeting(s):

1. **WORK SESSION: January 7, 2017** - Council Retreat, Recreation Center 8:30-4:00 p.m.

9. REGULAR AGENDA

10. Award of Bid for One 3.3 Cubic Yard Loader with Trade-In, Unit 356 Utility Division

MOTION BY SUMMERVILLE, seconded by Pearce, to award the bid for one 3.3 Cubic Yard Loader (Unit 356) with Trade-In to Wyoming Machinery, Casper, WY, in the total amount of \$130,546.00.

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

11. Resolution 2016-80, amending the Parks & Recreation Department Master Fee Schedule.

MOTION BY WEAVER, seconded by Hanson, that Council approve Resolution 2016-80 amending the Parks and Recreation Master Fee Schedule as presented and authorize the Mayor and Clerk to sign.

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

12. Original Ordinance No. 1957, amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie

Second Reading. (Introduced by Shumway)

MOTION BY SHUMWAY, seconded by Henry, to approve Second Reading of Original Ordinance No. 1957 amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie.

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

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13. Original Ordinance No. 1958, amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie

Second Reading (Introduced by Hanson)

MOTION BY HANSON, seconded by Pearce, to approve Second Reading of Original Ordinance No. 1958 amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie.

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

14. Consideration to enter into negotiation with Tri-State Generation and Transmission Association for placement of a power substation on 5 acres located on the Monolith Ranch

MOTION BY PEARCE, seconded by Summerville, to open discussion regarding consideration of negotiation with Tri-State Generation and Transmission Association for placement of a power substation on 5 acres located on the Monolith Ranch.

MOTION BY SUMMERVILLE, seconded by Hanson, to direct staff to review options of a perpetual easement, easement, and a lease and direct staff to negotiate a perpetual easement, easement or lease as they see being the best option with Tri-State Generation and Transmission Association for placement of a power substation on 5 acres located on the Monolith Ranch.

Roll call on motion for Staff to Negotiate showed Aye: Hanson, Shumway, Shuster, Summerville, Vitale, Weaver, Pearce, and Paulekas. Nay: Henry. Absent: None. MOTION CARRIED.

15. Resolution 2016-81, to appoint one board member to the Environmental Advisory Committee

MOTION BY HENRY, seconded by Pearce, to approve Resolution 2016-81 to appoint Bradley Carr to the Environmental Advisory Committee and authorize the Mayor and Clerk to sign.

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

16. Consideration of future Council work session topics

None.

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

None.

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18. Adjournment to Executive Session regarding personnel.

MOTION BY HANSON, seconded by Summerville, that Council adjourn to Executive Session regarding personnel.

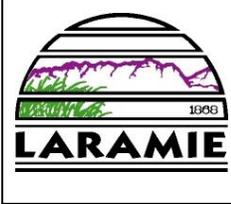
MOTION CARRIED by voice vote.

Council adjourned at 7:54 p.m.

Respectfully submitted,

Angie Johnson
City Clerk

CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Minutes

Title: Minutes of the November 9, 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 October 12, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (approved) 2) to approve Resolution 2016-75 accepting the donation of real property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filling to be uses as a park. (forwarded to council for approval) 3) heard Laramie Bike Net presentation. (established a bike committee with Nick Carlson, Dave Hammond) 4) to approve Resolution 2016-74 supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreation Trails Program Grant in an amount not to exceed \$50,000 to support the development of the Jacoby Ridge Rural Trail. (forwarded to council for approval) 5) to approve Resolution 2016-80 updating the 2016 Parks & Recreation Master Fee Schedule as presented (forwarded to council for approval). Hear presentation from Director Feezer on CCWLSR (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 November 9, 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: Advisory Board Minutes November 9, 2016

CITY OF LARAMIE
PARKS, TREE & RECREATION ADVISORY BOARD
November 9, 2016
Minutes of Meeting

MEMBERS PRESENT: Amy Williamson, Helen Coates, Chris Dixon, Dylan Esquivel, Nick Carlson, Stephen Ropp, Marius Favret, Larry Foianini, Dave Hammond

MEMBERS NOT PRESENT:

COUNCIL LIASON: Paul Weaver

GUESTS: Warren Greaser, Rawstone Development; Cynthia Dywan, Laramie BikeNet

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

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

Consent Agenda:

1. To approve the minutes from the October 12, 2016 regular meeting of the Parks, Tree and Recreation Advisory Board. (Feezer, pages 2-3)

Motion by Favret, seconded by Coates, 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 8-0.

Regular Agenda:

1. To approve Resolution 2016-_____ accepting the Donation of Real Property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing to be used as a Park. (Feezer, pages 4-7)

Motion by Ropp, seconded by Carlson, that the Parks, Tree and Recreation Advisory Board to approve Resolution 2016-_____ accepting the Donation of Real Property from Gemstone Holdings, LLC in the Coughlin-Pole Mountain, 3rd Addition, 9th Filing to be used as a Park and forward to the Laramie City Council for approval. Motion carried 8-0.

2. Laramie Bike Net presentation. (McCoy/Dywan, pages 8-30)

Cynthia Dywan gave a presentation on the proposed bike park from Laramie BikeNet. Discussion was made. Motion by Williamson, seconded by Ropp that the Parks, Tree and Recreation Department form a sub-committee along with BikeNet, and direct a feasibility with PT&R board members Nick Carlson and Dave Hammond, to initialize proposed bike park. Motion carried 9-0.

3. To approve Resolution 2016-_____ supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant in an amount not to exceed \$50,000 to support the development of the Jacoby Ridge Rural Trail. (Feezer, pages 31-33)

Feezer gave a presentation for Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant. Discussion was made.

Motion by Williamson, seconded by Hammond that the Parks, Tree and Recreation Advisory Board approve Resolution 2016-74 supporting the submission of an application to the Wyoming Department of State Parks & Cultural Resources for a 2017 Recreational Trails Program Grant in an amount not to exceed \$50,000 to support the development of the Jacoby Ridge Rural Trail and forward it to the Laramie City Council for approval. Motion carried 9-0.

4. To approve Resolution 2016-_____ updating the 2016 Parks and Recreation Master Fee Schedule as presented. (Guerin, 34-51)

Guerin gave a presentation for updated Master Fee Schedule. Discussion was made.

Motion by Williamson, seconded by Hammond that the Parks, Tree and Recreation Advisory Board approve Resolution AB 2016-___ updating the 2016 Parks and Recreation Master Fee Schedule as presented. Motion carried 9-0.

5. West Laramie/Snowy Range Road Pedestrian/Bicycle Feasibility Study Presentation. (Feezer, pages 52-65)

Feezer gave a presentation and updates concerning the West Laramie/Snowy Range Road Pedestrian/Bicycle Feasibility Study and encouraged board members to write and submit comments. Discussion was made.

Staff Reports FYI:

1. Monthly Managers Report (pages 66-69) –

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

Upcoming Items:

ACRB Grants
Expiring Terms on PT&R Board
LWCF Resolution/ Application for Scout Park

Other Business:

1. City Council Items – City Council Passed along their gratitude for the efforts on the landscaping ordinance and the high quality work on the Administrative Naming Policy.

Williamson asked if staff would offer a moment of silence to honor Veterans on Veteran's Day at the Recreation Center.

Advisory Board Open Items:

No open items.

*Next Regular Meeting Date: Wednesday, December 14, 2016 at 6:30pm

Public Comments:

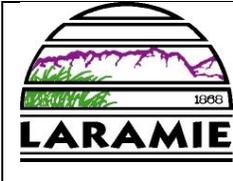
Meeting adjourned at 9:00pm.

Respectfully Submitted,

Inez Wildenborg

Inez Wildenborg
Administrative Coordinator
City of Laramie, Parks and Recreation

CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Minutes

Title: Acknowledgement of Monolith Ranch Advisory Committee Minutes from October 13, 2016

Recommended Council MOTION:

I move to accept receipt of the Minutes from the October 13, 2016 regular meeting of the Monolith Ranch Advisory Committee.

Administrative or Policy Goal:

Ongoing review of the operation and stewardship efforts on Monolith Ranch.

Background:

A regular meeting of the Monolith Ranch Advisory Committee was held on October 13, 2016. Discussion items from this meeting include:

- I. NEW BUSINESS**
 - A. Presentation: Tri-State Generation and Transmission Association Inc.
- II. OLD BUSINESS**
 - A. Lease Negotiation/Housing Inspection
 - B. Goforth Reservoir Update from Water Resource Administrator
 - C. Quarterly Report/Pivot Update from Water Resource Administrator
 - D. Hunter Management Plan Renewal Update
- III. DISCUSSION**
 - A. City Council liaison as a voting member
 - B. Game and Fish as a permanent committee member

Legal/Statutory Authority: N/A

Responsible Staff:

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

Attachments: Minutes from October 13, 2016

MINUTES
Monolith Ranch Advisory Committee
October 13, 2016, 1:00 PM
405 Grand Ave., Laramie, WY
Annex Conference Room

The regular meeting of the Monolith Ranch Advisory Committee met at the Historic Carnegie Building, 405 Grand Avenue, 1st Floor Conference Room and was called to order at 1:05 PM.

I. ROLL CALL

Members Present: Jayne Pearce, Paul Rechar, Keith Rittle

Staff Present: David Derragon, Darren Parkin, Cindy Williams, Cal VanZee

Absent: Amy Nagler, Marius Favret, Earl Smith

Guests Present: Jason Sherwood – Game & Fish, Curtis Miller & Denise Gibbons – Tri State Generation and Transmission Association Inc, Jim Beckmann – Carbon Power & Light

II. APPROVAL OF AGENDA

MOTION BY Pearce, seconded by Rechar, to approve the agenda. **MOTION CARRIED UNANIMOUSLY.**

III. APPROVAL OF MINUTES

MOTION BY Pearce, seconded by Rittle, to approve the minutes from the July 22, 2016 meeting as sent via email. **MOTION CARRIED UNANIMOUSLY.**

IV. NEW BUSINESS

A. Presentation: Tri-State Generation and Transmission Association Inc. (handout)

Tri-State is looking to put an electrical substation on River Ranch Road on the Monolith Ranch. The parcel will be approximately 5 acres of land. This will go to a City Council work session. MRAC is expected to give a recommendation to Council. The substation will provide a second source of power for Carbon Power & Light and supplemental power for Rocky Mountain Power. Current use for the property is for grazing.

MOTION BY Pearce to table the discussion until all MRAC members can get together at the next meeting.

V. OLD BUSINESS

A. Lease Negotiation/Housing Inspection – Water Resource Administrator

Baer is still interested in obtaining modular homes for his ranch manager. It is expected he will attend a meeting in the near future. Because of the MCC sale, his lease will need to be re-negotiated.

Mr. Derragon suggested the committee discuss the direction the ranch should go and what the purpose of the ranch would be. This would serve to help Council make future policy decisions.

B. Goforth Reservoir Update – Water Resource Administrator

The grants went through on the Ducks Unlimited project. Ducks Unlimited will pursue additional funding partners. Surveying for the project started last week.

C. Quarterly Report/Pivot Update – Water Resource Administrator

Darren is organizing a trip of the ranch grounds for those that would like to go in the next couple of weeks.

Sept. 29 was the last day for the center pivot to operate this year. We now have an end gun on the pivot which was suggested by HDR. This expanded the center pivot field by 30 acres. We are deciding what to do with the extra acreage.

Next year there will be a water rights petition on the Dowlin which will re-describe the area of use of the irrigated acreage. The 2016 diversion data is being put together now.

The concrete and headgates at the diversion on the Bath Ranch are falling apart. This will be a rehab project in the future. For now we are trying to fix what we can with what we have to try and make it through a couple more years.

There is extensive willow growth along the Haul Road ditch that when added up totals approximately 40 acres. Because willows consume a lot of water, it is being used up before it gets to the City’s hay meadows. Beavers have also been an issue. A trapper has been out to address the problem, capturing 11. The beavers were live-trapped when it was possible and given to Game and Fish. Between the beavers and the willows, the pivot keeps running dry which causes water line breaks and maintenance issues.

D. Hunter Management Plan Renewal Update – Jason Sherwood (*handout*)

Hunting of white tail deer and antelope has begun. The agreement between the COL and Game & Fish will be revised next spring due to the MCC land sale.

VI. DISCUSSION

A. City Council Liaison As A Voting Member/Game & Fish As A Permanent Committee Member– Jayne Pearce

Jayne Pearce would like the committee to consider the Council Liaison not being a voting member and to possibly change the committee to include a permanent, professional member such as Game & Fish. The Council Liaison would still remain on the committee as support, but with no voting rights. If this were to go forward, the committee bi-laws would need to be changed. The committee would start the process by asking the City Manager’s Office to draft a Resolution.

This topic will be tabled until the next meeting when all committee members will be in attendance.

VII. SET DATE FOR NEXT MEETING

The next meeting is tentatively set for November 17 or December 1. Darren will contact the CMO for which work session the Tri-State proposal will be assigned to and decide from there.

VIII. SET AGENDA FOR NEXT MEETING

IX. ADJOURNMENT

MOTION BY Pearce, seconded by Rittle. **MOTION CARRIED UNANIMOUSLY.**
Meeting adjourned at 3:24 PM.

Respectfully Submitted,

APPROVED BY CITY COUNCIL

S/ Cindy Williams

Staff Liaison
Monolith Ranch Advisory Committee

Date



TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

HEADQUARTERS: P.O. BOX 33695 DENVER, COLORADO 80233-0695 303-452-6111

August 22, 2016

City of Laramie
Janine Jordan, City Manager
406 Ivinson Street
Laramie, WY 82070

RE: Tri-State Generation and Transmission Association, Inc.
Request for Purchase of Property in Albany County, WY

Dear Ms. Jordan:

Tri-State Generation and Transmission Association, Inc. (Tri-State), is a nonprofit, wholesale power supply cooperative which provides electric power to forty-three member distribution systems that serve major parts of Wyoming, Nebraska, New Mexico and Colorado.

Tri-State is interested in purchasing approximately five acres of land owned by you in Section 24, Township 15, Range 74 in Albany County, for the purpose of constructing a substation to connect to an existing transmission line that is owned and operated by Rocky Mountain Power. The purpose for the project is to provide service south of Laramie to the Colorado border benefitting Carbon, Power & Light and to improve the reliability for Rocky Mountain Power customers. I have attached a map of the location for your use.

Tri-State's general process is to obtain a permission to survey on your property in order to determine the exact placement of the substation, obtain title documents and an appraisal report, comply with county permitting procedures and move forward with negotiation for purchase.

I would be happy to come and meet with you to discuss the project further. I have also attached a Permission to Survey form for your signature. Please review the form and sign and return it to my attention.

On behalf of Tri-State, I would like to thank you for your consideration regarding this project. If you have any questions, please contact me at 303-254-3229 or at dgibbons@tristateeqt.org.

Sincerely,

Denise Gibbons
Senior Permitting & Land Rights Specialist

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

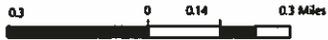
A Touchstone Energy Cooperative

CRAIG STATION
P.O. BOX 1307
CRAIG, CO 81626-1307
970-824-4411

ESCALANTE STATION
P.O. BOX 577
PREWITT, WY 87045
905-876-2271

NUCLA STATION
P.O. BOX 698
NUCLA, CO 81424-0698
970-864-7316

City of Laramie



Scale: 1:18,055

This map includes confidential information of Tri-State and third parties. The GIS data and maps may not be disclosed to any third party. The user agrees to keep this information confidential and not disclose it to third parties. If you have any questions regarding this, please contact the Tri-State legal department.

GIS data and maps available to Tri-State Generation and Transmission Association employees are provided as general information to aid Tri-State transmission maintenance. No user of Tri-State's GIS data and maps may sell any portion of the information provided therein. Tri-State makes no warranty regarding accuracy or completeness of the data and maps. Users shall rely only upon proper field verification of Tri-State GIS data.

Notes

Carbon Power & Light

Monolith Delivery Point

The primary purpose and need for the Monolith Delivery Point is to provide a delivery source to Tri-States Member Owner Carbon Power & Light (CP&L) for their southern service area. As shown in the diagram, CP&L has only one Delivery Point (DP) in the area at May which is not sufficient to provide service south of Laramie to the Colorado border. In addition, the Monolith DP provides a much need second source to provide reliability to CP&L customers. Unlike PacifiCorp customers, CP&L cannot transfer load under contingencies for maintenance and outages at May. The Monolith DP will provide a second source into the Laramie area for improved reliability to the Members customers.



Advantages to PacifiCorp (Rocky Mountain Power) customers of the Monolith Project.

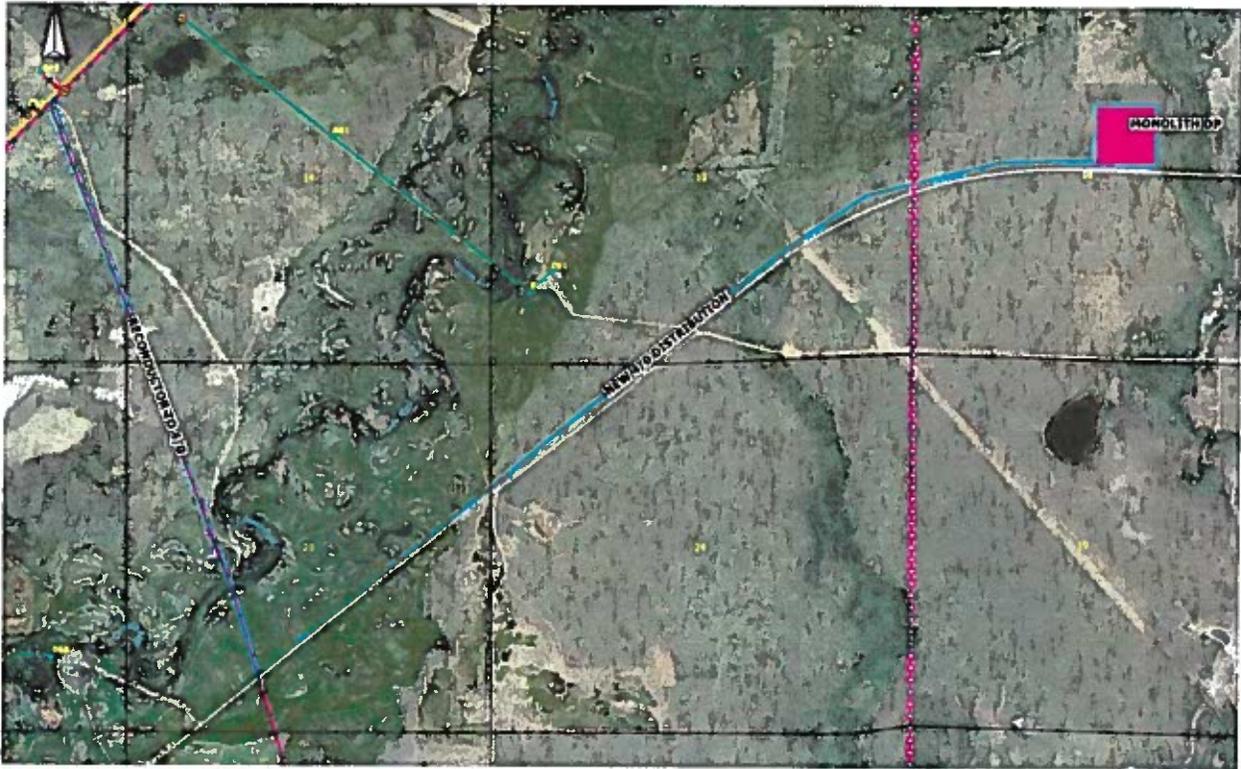
There are two major benefits to RMP customers of the Monolith DP both of which improve reliability. The first benefit involves current limitations on the 115 kV transmission line between

Miracle Mile and Snowy Range which is owned and operated by Western Area Power Administration (WAPA). For operating contingencies between Laramie and Snowy Range, the transmission voltage falls below system criteria resulting in low voltage conditions for both RMP and CP&L customers. The Monolith DP will transfer load from the Miracle Mile-Snowy Range 115 kV line to the RMP Gem City-Ft. Sanders 115 kV line alleviating the voltage condition.

The second benefit involves a near future project that is currently being developed between RMP, Tri-State, and WAPA. Currently, the Gem City-Ft. Sanders 115 kV line is sourced from WAPA's 50 mile Happy Jack-Snowy Range 115 kV line. Interruptions that occur on this line directly impact the customers sourced on the RMP Gem City-Ft. Sanders 115 kV line.

The proposed project will construct a 115 kV line from WAPA's Snowy Range Substation to the RMP's Gem City Tap and disconnect from WAPA's Happy Jack-Snowy Range 115 kV line. Upon completion of this line, the outage exposure will be reduced to all customers on the Gem City-Ft. Sanders 115 kV line by sourcing the 8 mile line from Snowy Range.

MONOLITH DELIVERY POINT: OPTION 1



DESCRIPTION: For option 1 at the Monolith Delivery Point we would take delivery at 24.9/14.4 kV (distribution voltage). Tri-State would supply the substation. Carbon would need to build 2.9 miles of new 4/0 distribution line to tie into the existing 3Ø line that runs from Highway to 230 to Highway 287. Carbon would then need to re-conductor 1.7 miles of the existing 3Ø to 4/0 conductor. This option would cost approximately \$600,000.

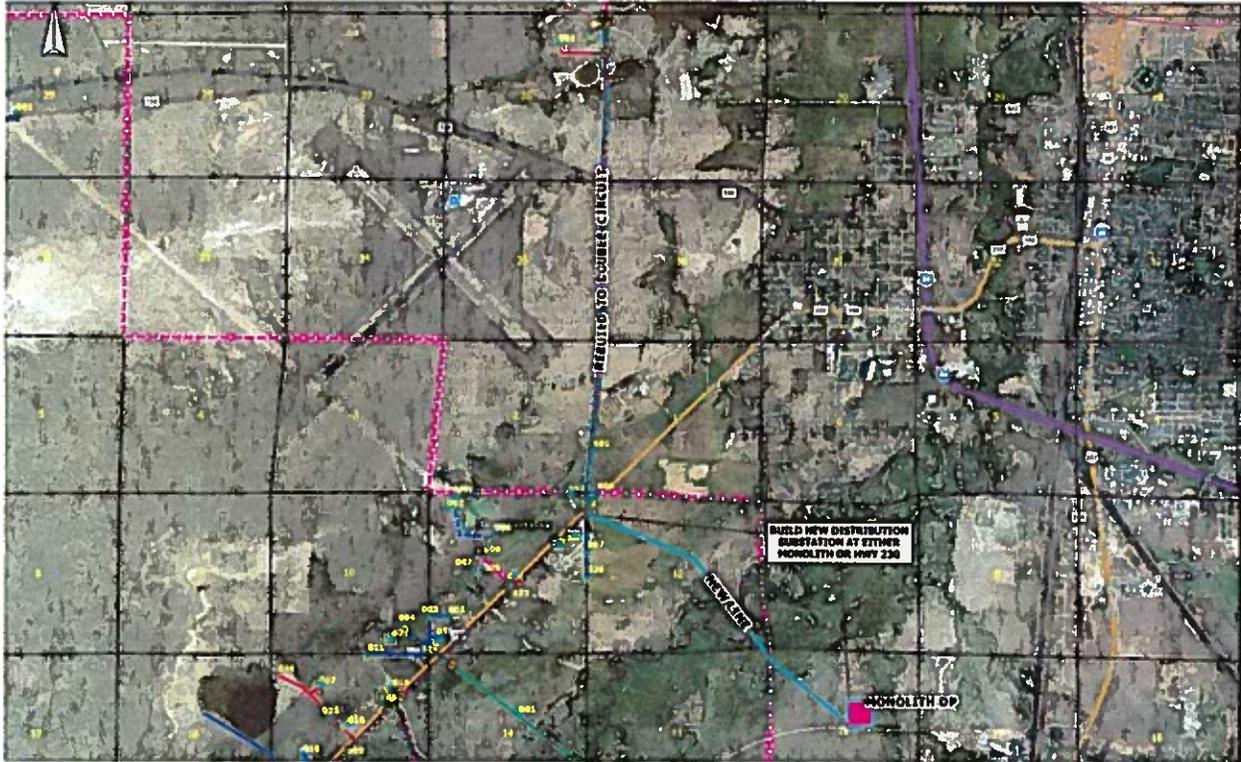
PROS:

1. This is the cheapest solution
2. Good access along existing haul road
3. Utilizes existing river crossing
4. Reduces load on Big Laramie Substation and May Substation by 3.2 MW
5. Improves reliability for existing Big Laramie circuits
6. Increases capacity for area currently served by Big Laramie

CONS:

1. Only improves reliability for existing Big Laramie circuits
2. Only improves capacity for area currently served by Big Laramie

MONOLITH DELIVERY POINT: OPTION 2



DESCRIPTION: For option 2 at the Monolith Delivery Point we would take delivery at 34.5 KV (sub-transmission voltage). We would build a new distribution substation either adjacent to the Monolith or by the University's Hansen Arena. We would build either a new double circuit or a new 34.5 KV circuit from the Monolith to Highway 230 depending on where the distribution substation is located. We would then rebuild the existing 3Ø line from Highway 230 to Big Laramie to convert it to a double circuit. This option would cost approximately \$2,253,000.

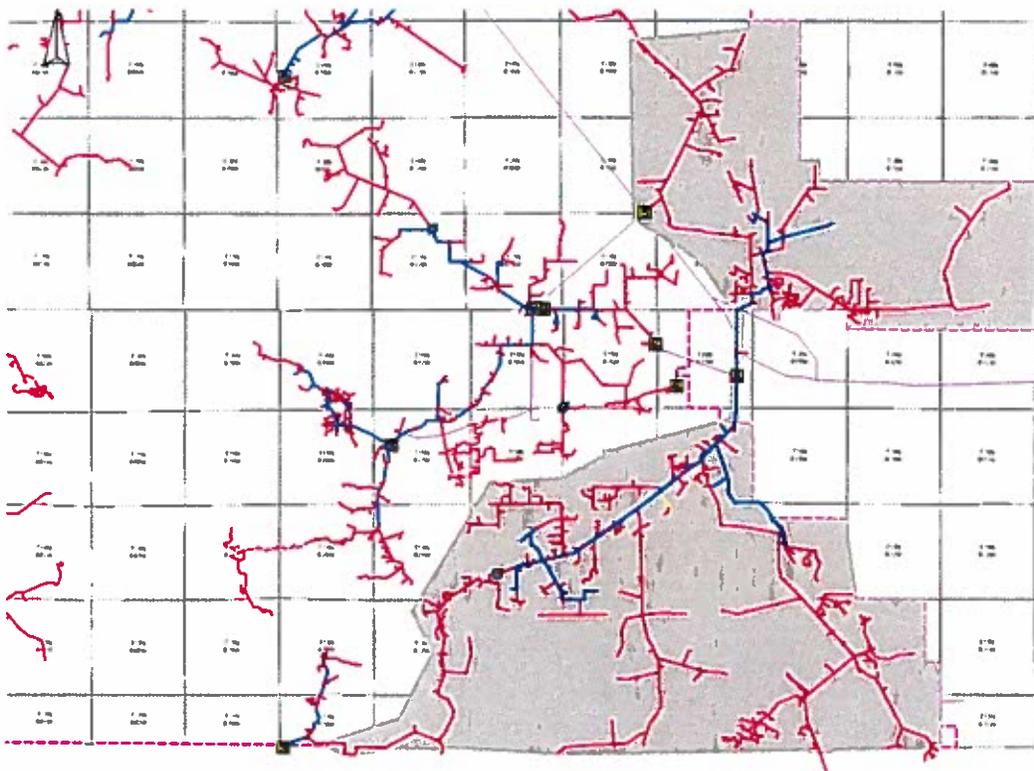
PROS:

1. Reduces load on Big Laramie by 3.2 MW and on May by as much as 8.4 MW (including Pete Lien and OneOK)
2. Improves reliability for all circuits from Big Laramie to Little Laramie - allows us to serve Little Laramie and Arco from the Monolith in emergency & maintenance situations
3. During the summer months (June-September) Centennial could be picked up as well
4. Doubles capacity for our service territory from areas served by Little Laramie to areas served by Big Laramie
5. By taking delivery at 34.5 KV, this option stands to benefit a much larger portion of our service territory as well as a greater portion of our Membership

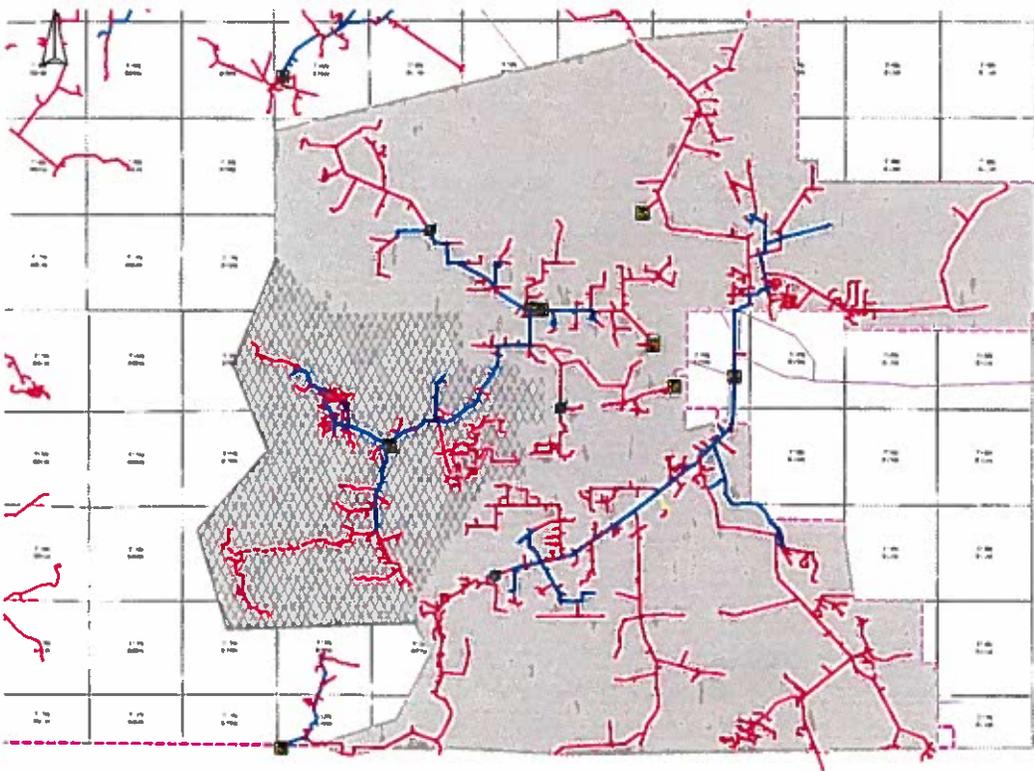
CONS:

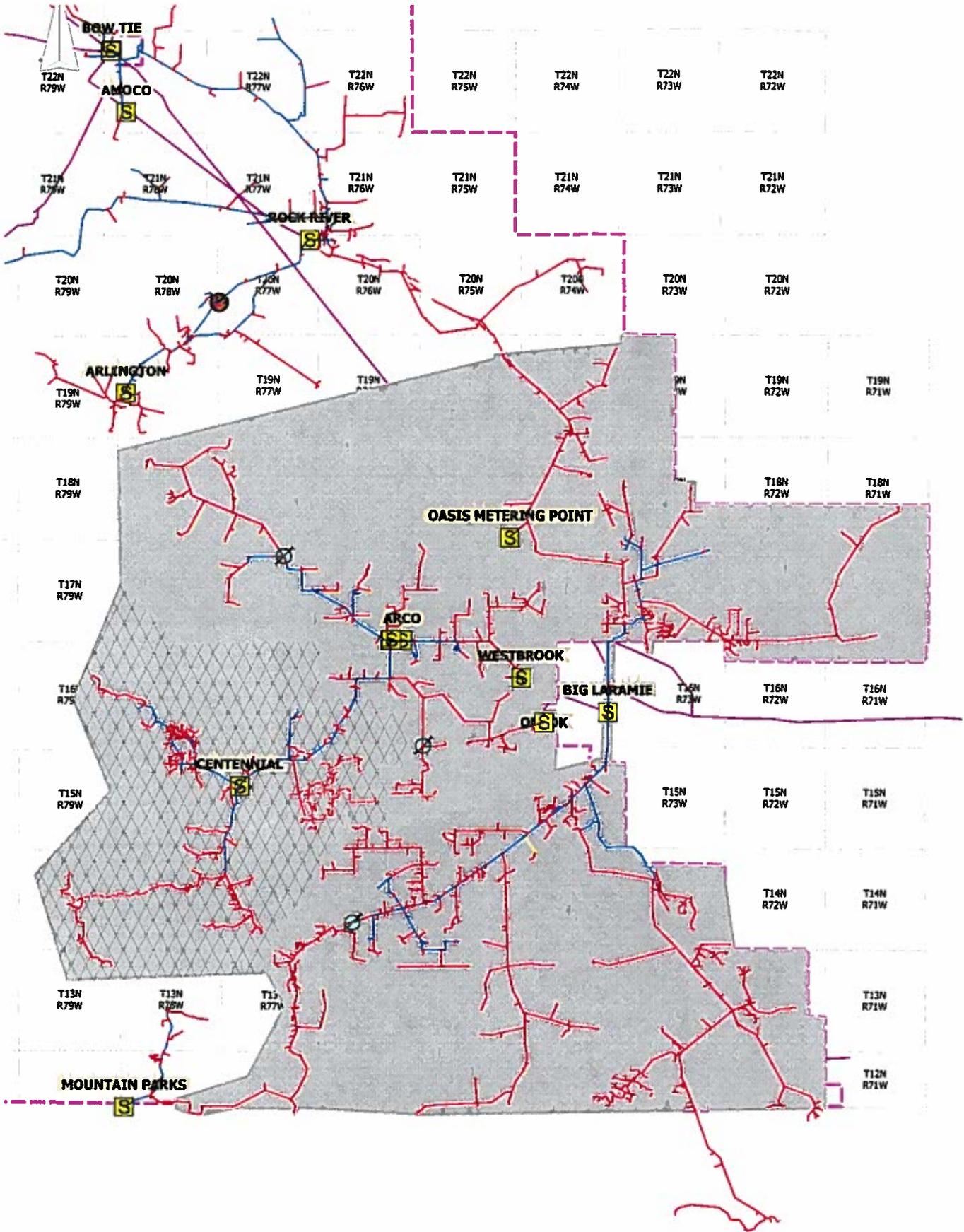
1. Cost
2. More potential right-of-way and acquisition issues
3. Additional river crossing

MONOLITH DELIVERY POINT OPTION 1 FOOTPRINT



MONOLITH DELIVERY POINT OPTION 2 FOOTPRINT





BOW TIE

T22N
R79W

AMOCO

T22N
R77W

T22N
R76W

T22N
R75W

T22N
R74W

T22N
R73W

T22N
R72W

T21N
R79W

T21N
R78W

T21N
R77W

T21N
R76W

T21N
R75W

T21N
R74W

T21N
R73W

T21N
R72W

ROCK REVER

T20N
R79W

T20N
R78W

T20N
R77W

T20N
R76W

T20N
R75W

T20N
R74W

T20N
R73W

T20N
R72W

ARLINGTON

T19N
R79W

T19N
R77W

T19N

T19N
R71W

T19N
R72W

T19N
R71W

T18N
R79W

T18N
R72W

T18N
R71W

OASIS METERING POINT

T17N
R79W

ARCO

WESTBROOK

BIG LARAMIE

T16N
R73W

T16N
R72W

T16N
R71W

T16
R75

CENTENNIAL

T15N
R79W

T15N
R73W

T15N
R72W

T15N
R71W

T14N
R72W

T14N
R71W

T13N
R79W

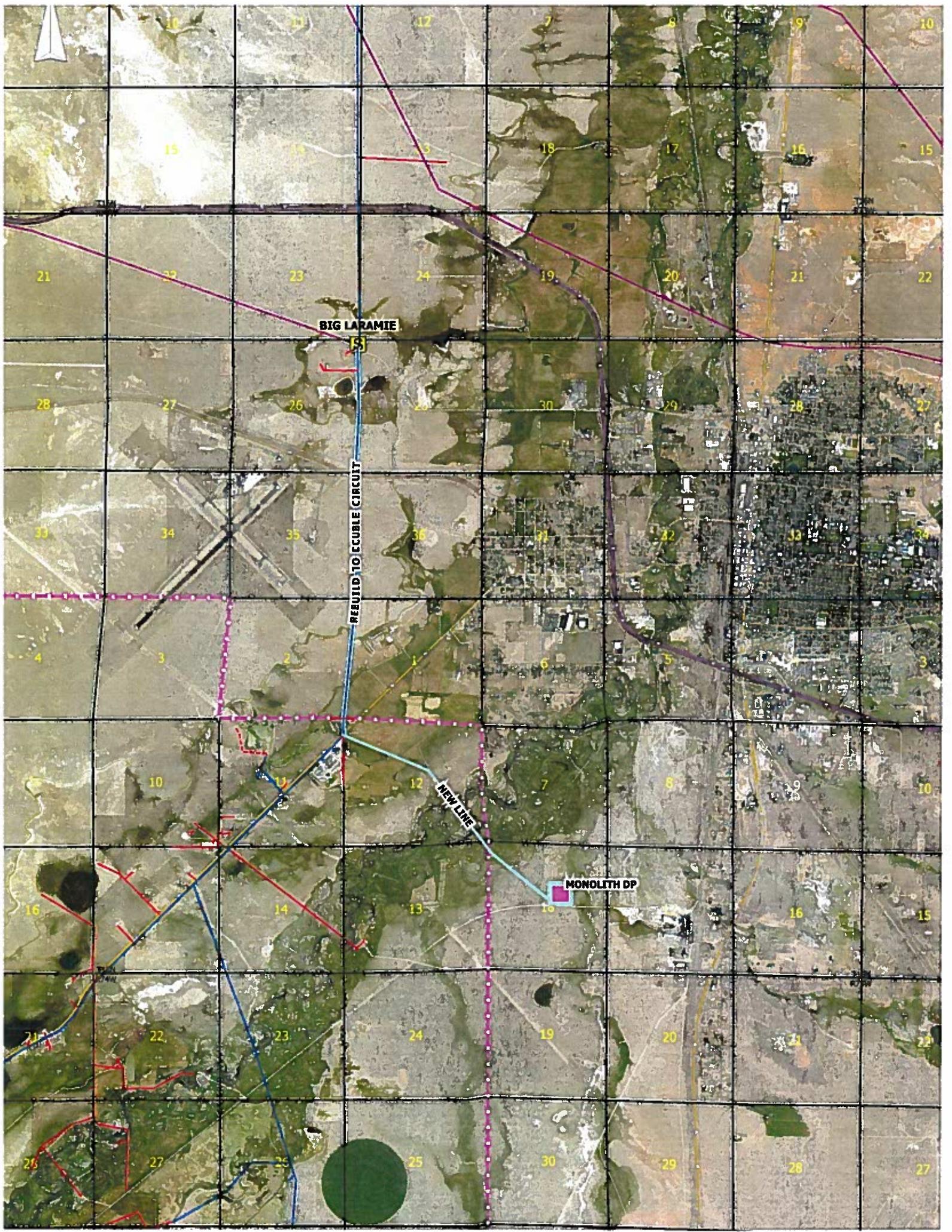
T13N
R78W

T13
R77W

T13N
R71W

MOUNTAIN PARKS

T12N
R71W



BIG LARAMIE

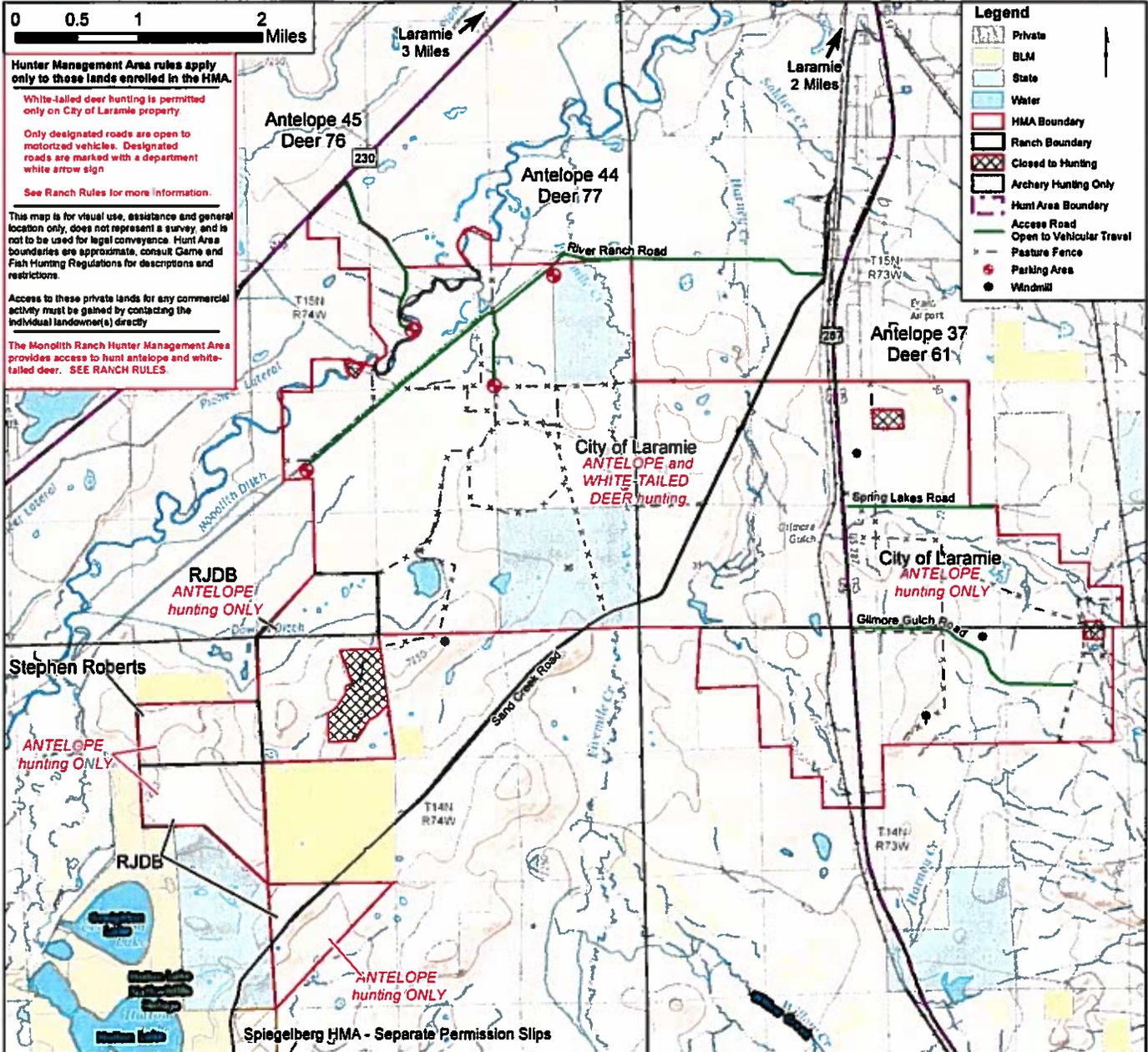
REQUIRED TO CCUBLE CIRCUIT

NEW LINE

MONOLITH DP



Monolith Ranch Hunter Management Area



The Monolith Ranch Hunter Management Area 2016

The Monolith Ranch Hunter Management Area is open to hunt only antelope in Hunt Areas 44 and 37 and white-tailed deer (on City of Laramie property ONLY) in Hunt Area 77 during the specific species seasons as published in the current Game & Fish Commission Regulations:

- **Archery Antelope Hunting Access:** (*apply starting July 11*)
 - **Hunt Area 44** (*Type 1 & 6 licenses*)
 - Unlimited number of permission slips will be issued for August 15 - September 14.
 - **Hunt Area 37** (*Type 1 & 7 licenses*)
 - Unlimited number of permission slips will be issued for August 15 - September 19.
- **Firearms Antelope Hunting Access:** (*apply July 11 – August 1 for permission slip drawings*)
 - **Hunt Area 44:** (*Type 1 & 6 licenses*)
 - Thirty (30) permission slips will be issued for September 15 – 30.
 - Unlimited number of permission slips will be issued for Sept. 20 – October 31.
 - **Hunt Area 37:** (*Type 1 & 7 licenses*)
 - Fifteen (15) permission slips will be issued for September 20 – 30.
 - Fifteen (15) permission slips will be issued for October 1 - 14.
- **White-tailed Deer Hunting Access:** (**Hunt Area 77**) (*apply July 11 – August 1 for permission slip drawings*)
 - Ten (10) permission slips will be issued for any whitetail hunting Oct. 1 – Dec. 31 (*Type 3 licenses*).
 - Ten (10) permission slips will be issued for doe/fawn hunting only Nov. 15 – 30 (*Type 8 licenses*).
 - Ten (10) permission slips will be issued for doe/fawn hunting only Dec. 1 – 31 (*Type 8 licenses*).
- **Each hunter must have a permission slip and a vehicle pass to the specific hunter management area and species they are hunting. Anyone without Department permission shall be subject to trespass charges.**
 - Non-hunting/ non-permitted persons may assist in game retrieval on the HMA as long as they are accompanying a permitted hunter and do not possess a firearm.
 - **Persons may not scout or trespass** prior to their designated hunting access period!
 - One permission slip will allow a hunter with multiple licenses to hunt additional animals of the same species, provided the permission slip is less restrictive than the license (*IE, additional doe/fawn antelope licenses may be filled by a holder of a single “any” antelope permission slip, but a buck white-tailed deer may not be taken by a “doe/fawn” permission slip holder.*)
- **You may receive either a Monolith or a Spiegelberg Ranch HMA antelope permission slip, NOT BOTH.**
- Violation of Ranch Rules by a hunter will result in denial of their access permission to the Hunter Management Area in subsequent years.
- Hunters must maintain proper safety procedures regarding firearms. Hunters must maintain a no hunting or shooting zone within two hundred (200) yards of any building and around all other designated areas. All firearms shall be unloaded while in vicinity of all vehicles and buildings.
- **Hunters are urged to use lead-free ammunition on City of Laramie property.**
- Motorized travel is allowed on **designated roads ONLY.**
 - Roads open to vehicular travel will be marked with a white arrow.
- Use or construction of blinds is prohibited.
- No overnight camping or campfires are allowed. Do not litter. Close all gates behind you.
- Abide by all signs and posted areas. Do not shoot in the direction of livestock, buildings, roads, fences, windmills, stock tanks, or any object other than the animal you are hunting.
- Do not damage fences, range improvements, or harass livestock. Livestock has the right of way.
- **Report all wildlife violations by calling 1-877-WGFD-TIP (1-877-943-3847).** Future hunting opportunities depend on hunter compliance with all ranch rules as well as Game and Fish laws and regulations.
- If you harvest an animal on deeded land, deposit the landowner coupon in the drop box or mail to:

City of Laramie
PO Box C
Laramie, WY 82070

RJDB
619 South 8th
Laramie, WY 82070

Stephen Roberts
PO Box 14
Laramie, WY 82070

The Monolith Ranch Hunter Management Area 2016

The Hunter Management Program, as part of the Wyoming Access Yes Program, manages hunters on large sections of private lands and, by doing so, preserves hunting opportunities for hunters. A Hunter Management Area (HMA) may refer solely to private lands or a combination of private, state trust, and federal lands within ranch boundaries.

The Monolith Ranch HMA is located about two miles south of Laramie on property belonging to the City of Laramie, the Don Bath Ranch, and Steve Roberts. As part of the Hunter Management Area agreement, a unique set of Ranch Rules is created cooperatively with the landowners. It is the hunters' responsibility to know, understand and comply with all Ranch Rules and Game and Fish Commission Regulations. Hunters agree to comply with these rules in order to access the Hunter Management Area. Failure to comply will likely result in fines and/or the termination of access privileges.

ONLY DESIGNATED ROADS are open to motorized travel. Designated roads are defined as "only established roads marked as open by a Department white arrow sign."

Hunters: Don't let the illegal riders and gate-busters degrade big game habitat and steal our hunting opportunities.



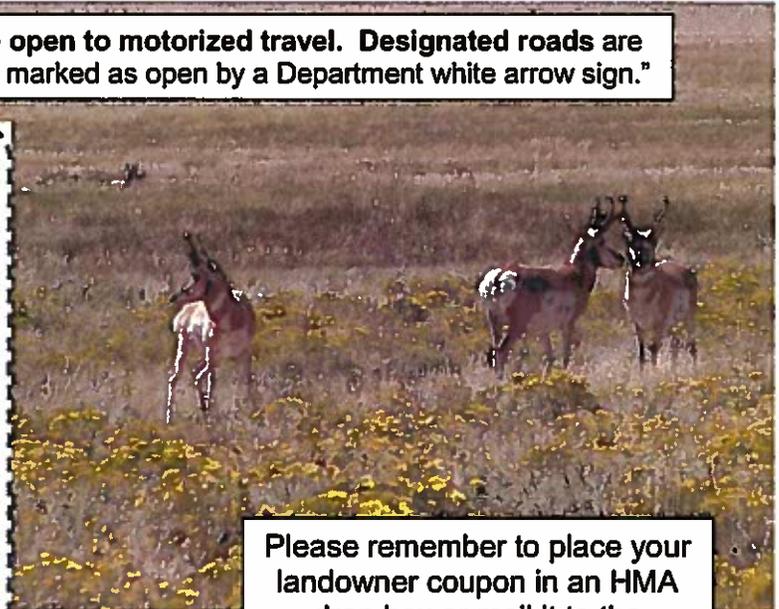
**Report
all illegal
off-road abuse!**

Contact your game warden or local law enforcement

**1-877-WGFD-TIP
(1-877-943-3847)**

- ▶ Photograph or copy license plate, ORV sticker or VIN
- ▶ Photograph vehicle, tracks or other evidence, with identifiable landmarks
- ▶ GPS or map location of violation
- ▶ Record: When, where, who, and what you saw

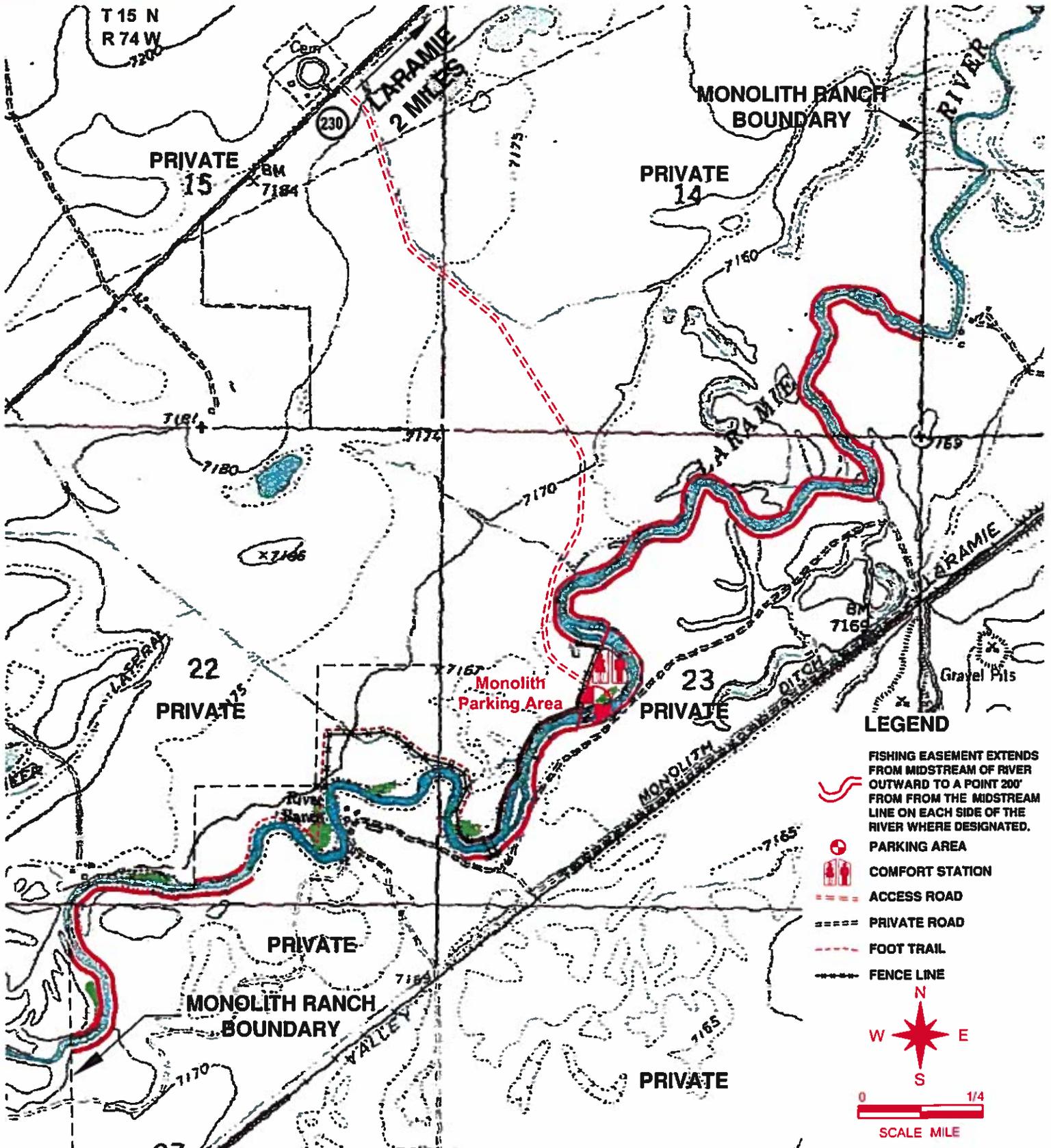
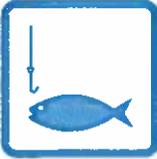
Backcountry Hunters & Anglers offers **REWARDS** for information leading to conviction of anyone abusing public hunting and fishing areas. Learn more at www.backcountryhunters.org



Please remember to place your landowner coupon in an HMA drop box or mail it to the appropriate landowner immediately after harvest!

The Wyoming Game & Fish Department commends these landowners for their contributions to habitat, sound wildlife management, and hunter access. Hunters should abide by the ranch rules and respect the landowner and the land for continued access opportunities. **Remember, we are guests on their property.**

Laramie River - Monolith Public Access Area



CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Minutes

Title: Acknowledgement of Monolith Ranch Advisory Committee Minutes from November 17, 2016

Recommended Council MOTION:

I move to accept receipt of the Minutes from the November 17, 2016 special meeting of the Monolith Ranch Advisory Committee.

Administrative or Policy Goal:

Ongoing review of the operation and stewardship efforts on the Monolith Ranch.

Background:

A special meeting of the Monolith Ranch Advisory Committee was held on November 17, 2016. Discussion items from this meeting include:

- I. ELECTION OF OFFICERS**
- II. APPROVAL OF AGENDA**
- III. APPROVAL OF MINUTES**
- IV. OLD BUSINESS**
 - A. Tri-State Generation Proposal – Discussion and Recommendation
 - B. City Council liaison as a voting member/Game & Fish as a Permanent Committee Member
- V. SET DATES FOR 2017 MEETINGS**

Legal/Statutory Authority: N/A

Responsible Staff:

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

Attachments: Minutes from November 17, 2016

MINUTES
Monolith Ranch Advisory Committee
November 17, 2016, 1:00 PM
405 Grand Ave., Laramie, WY
Annex Conference Room

The special meeting of the Monolith Ranch Advisory Committee met at the Historic Carnegie Building, 405 Grand Avenue, 1st Floor Conference Room and was called to order at 1:05 PM.

I. ROLL CALL

Members Present: Marius Favret, Keith Rittle, Paul Rechar, Amy Nagler

Staff Present: David Derragon, Darren Parkin, Cindy Williams, Cal VanZee

Absent: Jayne Pearce, Earl Smith

Guests Present: Curtis Miller & Denise Gibbons – Tri State Generation and Transmission Association Inc, Jim Beckmann – Carbon Power & Light, Mike Lytle – COL Water Treatment Plant Supervisor

II. ELECTION OF OFFICERS

Williams addressed the Committee for the purpose of electing officers

A. Chairperson

Nominations open.

MOTION BY Favret, seconded by Rittle, to nominate Favret. MOTION CARRIED UNANIMOUSLY.

B. Vice Chair

Nominations open.

MOTION BY Rittle, seconded by Nagler, to nominate Nagler. MOTION CARRIED UNANIMOUSLY.

III. APPROVAL OF AGENDA

MOTION BY Rittle, seconded by Nagler, to approve the agenda. MOTION CARRIED UNANIMOUSLY.

IV. APPROVAL OF MINUTES

MOTION BY Rittle, seconded by Nagler, to approve the minutes from the October 13, 2016 meeting as sent via email. MOTION CARRIED UNANIMOUSLY.

V. OLD BUSINESS

A. Tri-State Generation's proposal to put an electrical substation on 5 acres of the Monolith Ranch – discussion and recommendation to City Council

Questions and discussion posed to Tri-State Generation and Carbon Power representatives:

Favret: Is the net metering service policy determined by State regulations or is that something individual power companies can implement?

Answer: The 25kw maximum capacity is set by State law. Above that would get into co-generation. Carbon Power is open to co-generation.

Favret: What are your alternatives if this proposal doesn't go through?

Answer: Tri-State would keep looking for other properties, but this is the most beneficial to their needs.

Rechard: Would Tri-State be open to a long-term lease rather than purchase?

Answer: Yes. Or a purchase with a deed restriction, so if the substation were ever taken out, the property would revert back to the City. An exclusive easement is also an option.

Rittle: Is the committee to determine the sale versus lease, or what kind of recommendation is the committee expected to make?

Answer (Derragon): The committee should recommend whether to proceed with a sale or lease and the details to be negotiated between Council and Tri-State.

VanZee: Is there any long term plan that would eventually eliminate the substation or is this a permanent fixture?

Answer: It is permanent.

Nagler: The land has potential for wind generation. Would the substation affect this in any way?

Answer: There are more facilities available to interconnect. Monitoring of how much is generated would be done.

VanZee: What's the feasibility of wind generation out there?

Answer (Lytle): It is considered Class 4. Directionality is fairly good.

(Rittle): It would depend on the developer and how much they want to pursue it.

Parkin: The City has been contacted by a solar company regarding establishing a solar farm within City limits. If this substation goes in, they will most likely evaluate this site for solar panels.

Favret: What's the time frame for the substation and additional lines?

Answer: As soon as construction of the substation commences they would begin the design and staking of the distribution line.

Favret: What is the environmental impact?

Answer: There would be a fence around the substation and another fence around the 5 acres. We don't allow vegetation to grow around the station. Reclamation is done outside the yard and weeds are addressed. Re-seeding is done. There is also containment of oil should it leak.

Rittle: It should be noted to Council when entering into this agreement it is the committee's wish to protect the City's interest in the management of the Ranch and to protect the land.

MOTION BY Rittle, seconded by Rechard, that the committee recommend to Council to enter into negotiation regarding an agreement with Tri-State Generation to put a substation on the property with the committee's preference to an easement.

Roll call showed Aye: Rittle, Nagler, Favret, Rechard. **Nay:** None. **Absent:** Pearce
MOTION CARRIED.

B. Council Liaison As A Voting Member/Game & Fish As A Permanent Committee Member

This discussion is tabled until the next meeting.

VI. SET DATE FOR 2017 MEETINGS

January 12, 2017; April 13, 2017; July 13, 2017; October 12, 2017

VII. ADJOURNMENT

Meeting adjourned at 2:21 p.m.

VALIDATED:

Marius Favret, Monolith Ranch Advisory Committee Chair

Date

Cindy Williams, Monolith Ranch Advisory Committee Staff Liaison

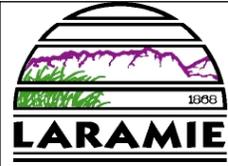
Date



14

24

25



Agenda Item: Licensing

Title: Vehicle For Hire License Application for Renewal

Recommended Council MOTION:

That Council approve a Vehicle For Hire License to Triplets, LLC, (Owner: Anes Joseph), 1856 Harrison St #B1, Laramie, Wyoming, for the period of January 1, 2017 to December 31, 2017.

Administrative or Policy Goal:

To conform to the UDC & the Laramie Municipal Code.

Background:

Triplets, LLC, (Owner: Anes Joseph has filed an application for renewal for a Vehicle For Hire License. The business is a taxicab service.

The application was filed November 28, 2016; the application and required documents are complete. Per Municipal Code, a taxi license shall expire on December 31st of each year, and may be renewed annually by the City Council upon the application of the licensee.

The Police Department and the Community Development Division have reviewed this application and recommend approval.

Legal/Statutory Authority:

To meet requirements of the UDC and Laramie Municipal Code.

BUDGET/FISCAL INFORMATION:

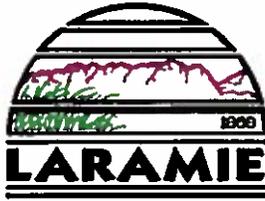
REVENUE

| Source | Amount | Type |
|--------------------------|---------|-------------|
| Fees/Charges for Service | \$10.00 | License Fee |
| Grants for Projects | | |
| Loans on Project | | |
| Other | | |
| Total | \$10.00 | |

EXPENSE

None

Responsible Staff: Angie Johnson, City Clerk



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

| |
|--------------------------------|
| City Clerk Use Only |
| Fee Paid: \$ <u>10.00 cash</u> |
| Receipt No. <u>36014</u> |
| License No. _____ |

City of Laramie
Vehicle for Hire Application
\$10.00 fee
New License Renewal

For the license term from: 01/01/17 through 12/31/17

1. Applicant: Anes Joseph
2. Business Name (dba): Laramie Taxi
3. Corporate Name: Triplets LLC
4. Business Phone Number: (307) 761-9891
5. 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:

6. Premise Address: 1856 Harrison St Apt # B1
Laramie Wyoming 82070
7. Address vehicles will be parked at when not in use: 1856 Harrison St
Apt # B1 Laramie Wyoming 82070
8. Mailing Address (if different from above):

9. The amount of capital proposed to be used: \$ 5,000
10. Have you complied with LMC 5.68 during the previous license term:
 Yes No N/A
11. Have you provided the City with an Indemnification Agreement: Yes No

LMC 5.68 Vehicles for Hire.

Other documentation required for issuance of a license for Vehicle for Hire:

- A. Previous Experience, if any; - 3 months with Laramie Taxi
- B. Number of vehicles to be employed, together with the name of the manufacturer, the year, and body model; 1, Dodge charger, 2009.
- C. List of drivers: name, driver's license # and state, social security #, date of birth, residential address;
- D. Schedule of current rates; 1 Driver: Joseph Anes; 110855-954; 594-71-6199; 06/10/1977
1856 Harrison St Apt # 87 Laramie WY, 82070
- E. Auto Insurance Contract, including the insurer's agreement to provide 30 day's notice of intended cancellation to the City Manager;
- F. Annual Fee of \$10.00 (check - payable to City of Laramie).

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 22 day of Tuesday, 2016.



Signature of Applicant

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

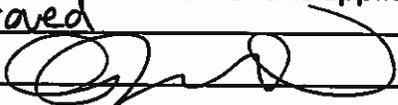
approved

see attached document

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):

approval

David M Benayon

Assistant

City Manager

Nancy Bartholomew

From: Ryan Thompson
Sent: Tuesday, November 29, 2016 9:51 AM
To: Nancy Bartholomew; Gwendolyn Smith
Subject: RE: Recommendation for Laramie Taxi Vehicle for Hire Renewal

Nancy,
Mr. Joseph is good to go.
RT

From: Nancy Bartholomew
Sent: Tuesday, November 29, 2016 9:31 AM
To: Ryan Thompson; Gwendolyn Smith
Subject: Recommendation for Laramie Taxi Vehicle for Hire Renewal

Good Morning,

I have attached an application for Vehicle for Hire Renewal License for Laramie Taxi. 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

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Laramie Taxi Rates:

- \$3.00 Pick up and \$3.00 Per mile
- first 5 minutes waiting time is free
and Every minute is \$1.00
- Flat Rates negotiable.

Nancy Bartholomew

From: Charles Bloom
Sent: Tuesday, December 13, 2016 11:05 AM
To: Nancy Bartholomew; Derek Teini
Subject: RE: Recommendations for Taxi Renewals

Nancy,

Planning has no concerns with either taxi service provided that when not in use they are parked on private property at the address listed on the application item #7. This does not allow for parking in the public right-of-way when not in use.

Charles

From: Nancy Bartholomew
Sent: Tuesday, December 13, 2016 10:01 AM
To: Derek Teini <DTeini@cityoflaramie.org>; Charles Bloom <CBloom@cityoflaramie.org>
Subject: Recommendations for Taxi Renewals

Good Morning,

We have two requests for renewals of Vehicle for Hire Licenses and we would like to get your recommendations for these. Currently we have received Triplets (Laramie Taxi) and Snowy Range Taxi. Please review and let us know.

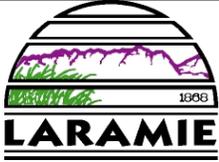
Thank you,
Nancy Bartholomew
Deputy Clerk
City of Laramie
PO Box C, Laramie, WY 82073
307.721.5220~Fax 307.721.5211
www.cityoflaramie.org

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CITY OF LARAMIE COUNCIL SPECIAL MEETING December 20, 2016



Agenda Item: Licensing

Title: Renewal - Vehicle For Hire License Application for Renewal

Recommended Council MOTION:

That Council approve a Vehicle For Hire License to Snowy Range Taxi, LLC, (Owner: Matthew D. Peck, Chantelle D. Brawley), 709 S. 12th Street, Laramie, Wyoming, for the period of January 1, 2017 to December 31, 2017.

Administrative or Policy Goal:

To conform to the UDC & the Laramie Municipal Code.

Background:

Snowy Range Taxi, LLC (Owner: Matthew David Peck, Chantelle Dee Brawley) has filed an application for a Vehicle For Hire License. The business is a taxicab service.

The application was filed November 15, 2016; the application and required documents are complete. Per Municipal Code, a taxi license shall expire on December 31st of each year, and may be renewed annually by the City Council upon the application of the licensee.

The Police Department has reviewed this application and recommended approval. The Community Development Department has reviewed this application and recommended approval.

Legal/Statutory Authority:

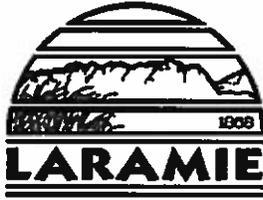
To meet requirements of the UDC and Laramie Municipal Code.

BUDGET/FISCAL INFORMATION:

REVENUE

| Source | Amount | Type |
|--------------------------|---------|-------------|
| Fees/Charges for Service | \$10.00 | License fee |
| Grant | | |
| Loan | | |
| Other | | |
| Total | \$10.00 | |

Responsible Staff: Angie Johnson, City Clerk



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

| | |
|---------------------|-------|
| City Clerk Use Only | |
| Fee Paid: \$ | _____ |
| Receipt No. | _____ |
| License No. | _____ |

City of Laramie
Vehicle for Hire Application
\$10.00 fee
New License Renewal

For the license term from: 1 / 1 / 17 through 12 / 31 / 17

1. Applicant: Snowy Range Taxi, LLC
2. Business Name (dba): Same as above
3. Corporate Name: Same as above
4. Business Phone Number: (307) 343-2323
5. 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:
Matthew D. Peck, Chantelle D. Brawley
6. Premise Address: Mobile Business
Home Office: 709 S. 12th St
Laramie, WY 82070
7. Address vehicles will be parked at when not in use: Same as above
8. Mailing Address (if different from above): Same as above
9. The amount of capital proposed to be used: Fluid / Preexisting Business
10. Have you complied with LMC 5.68 during the previous license term:
 Yes No N/A
11. Have you provided the City with an Indemnification Agreement: Yes No

LMC 5.68 Vehicles for Hire.

Other documentation required for issuance of a license for Vehicle for Hire:

- A. Previous Experience, if any;
- B. Number of vehicles to be employed, together with the name of the manufacturer, the year, and body model;
- C. List of drivers: name, driver's license # and state, social security #, date of birth, residential address;
- D. Schedule of current rates;
- E. Auto Insurance Contract, including the insurer's agreement to provide 30 day's notice of intended cancellation to the City Manager;
- F. Annual Fee of \$10.00 (check – payable to City of Laramie).

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 14th day of November, 2016.

Chath Bly Co-Owner

Signature of Applicant

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

see attached document Police Chief/Division Commander

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

City Clerk

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

City Manager

Snowy Range Taxi, LLC
Chantelle Brawley, Matthew D. Peck
Owners
Laramie, WY
(307) 343-2323 [Main]
1 (307) 460-9182 [Fax]
www.snowyrangetaxi.com

TO: Laramie, WY City Clerk & Council
FR: Snowy Range Taxi, LLC
RE: Vehicle for Hire License Renewal Application
Date: November 11th, 2016

Cover Letter of Request for Business License Renewal

Clerk and Council:

We are writing as required by City of Laramie municipal requirements in application for the renewal of our business license as a vehicle-for-hire entity. We have submitted the attached documentation as required by City code, and submit that we have satisfied all requirements of the City of Laramie as well as the State of Wyoming for legal operation as a Contract Motor Carrier for Passengers. We therefore request the renewal of the aforementioned License from the City of Laramie to continue operating as a taxi service.

In elaboration, we continue to hold the legally required Commercial Insurance in good standing, a valid Sales and Use Tax license from the Wyoming Department of Revenue, and a valid Operating Authority from the Wyoming Department of Transportation. As a slight change in operations, we now strictly operate within a 50-mile radius of the City of Laramie.

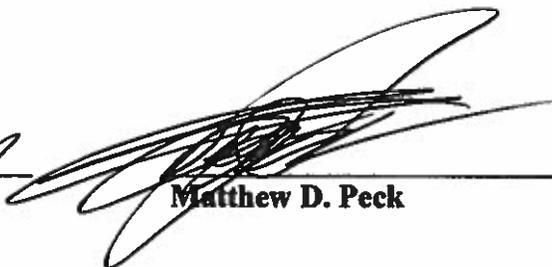
In closing, we would like to note that we are entering our 7th year in business (four under a previous name), making us the oldest and most successful private transit company in Laramie. We have numerous contractual obligations with other business and organizations, some running through as far as year 2019. We anticipate no issues or concerns at the moment.

Attached is the full documentation and information concerning this business, as required, along with additional information regarding changes in our operations, pricing, etc. We thank you for your time and look forward to continuing to do business in Laramie for many more years to come.

Respectfully,



Chantelle D. Brawley



Matthew D. Peck

Owners,
Snowy Range Taxi, LLC

Schedule of Rates (Current as of 11/11/2016)

As of November 2016, we have become the first major business in Laramie to adopt the Free/Pay What You Want pricing model, a new and popular practice in some industries. We have implemented this on a partial basis (Tuesdays through Thursdays, with minor exceptions/restrictions on specific rides). It is a free, tip/donation based model that does not demand or require any payment. We hope to eventually be able to implement this structure on a permanent, full-time basis. For more information on PWYW payment structure, please visit our website at www.snowyrangetaxi.com or contact us directly with any questions.

The following are our standard rates during non-PWYW days/rides:

Please note that as with any business, rates are subject to change and may vary according to season, volume, fuel prices, taxes, competitor rates, etc. Standard rates do not fluctuate more than +/- 20% within a year except in the case of specific sales and promotions. Rates do not include any built-in gratuity/tips.

Flag Drop/Startup Fee: \$5
Standard Distance Rate: \$5 per mile increment.
Additional Passenger Charge: \$1 per person.
Luggage/Cargo Fee: \$5 (For time/use of trunk/cargo area)
Wait Time: \$5 per ten minutes.
Pet Fee: \$5 per trip.
Cleanup Fee: \$50 per incident.
Lost Item Delivery Charge: \$10 per trip.

*****Notes:**

- I. Sales taxes are also included in our rates.
- II. We do not charge wait time unless we must wait on someone at a pickup/destination for longer than five minutes.
- III. Pet fees do not apply to vested, registered service animals.
- IV. Customers who prefer not to pay to have lost/left behind items delivered to them may pick up their belongings at the Laramie Police Department/Lost and Found after 24 hours. Lost item delivery is an option and a service, but not a requirement.
- V. "Cleanup fee" relates to full-on instances of vomit, urination, etc. in our vehicles, not to normal contamination expected from the nature of the business.

We also occasionally offer VIP Membership deals, long-term prepaid deals, etc. that are not subject to normal pricing. In addition, we have agreements and contractual obligations in place with other businesses and organizations for heavily discounted rates that are separate from these standard rates.

CITY OF LARAMIE, WYOMING

Release, Indemnification, and Hold Harmless Agreement

In consideration of permission to operate within the City of Laramie, the undersigned agrees to release, indemnify, and hold harmless the City of Laramie and its officers, agents, employees, successors and assigns from any cause of action, claims, liabilities or demands arising as a result of the following event. Further, the undersigned agrees to reimburse the City for any costs incurred by it in repairing damage to city property, occurring in connection with the public event proximity caused by the action of the undersigned, his/her officers, employees, agents, or any person who was under the undersigns control.

Event: Vehicle for Hire

Dates: One year

In addition, the undersigned agrees to furnish proof of liability insurance in the minimum amount of \$ 1,000,000.

Name of Event: Vehicle for Hire

Date: 11/15/14

By: Chantelle Brawley
Authorized Signature (please print below)

Chantelle Brawley
Print Name

STATE OF WYOMING)
) SS.
COUNTY OF ALBANY)

THE FOREGOING INSTRUMENT was acknowledged before me by

Chantelle Brawley, this 15 day of November, 2014.

WITNESS my hand and official seal.

Courtney Brackenrich
Notary Public



My commission expires: 2/25/18

Nancy Bartholomew

From: Ryan Thompson
Sent: Wednesday, November 16, 2016 1:39 PM
To: Nancy Bartholomew; Gwendolyn Smith
Subject: RE: Recommendations for Snowy Range Taxi and Bart's Flea Market

Nancy,

Both are approved. The taxi company has all three listed drivers with valid dl's, current registration on the one listed vehicle, and the insurance company policy was corrected with them from an 2003 vehicle to a 2008. The VIN matched with the insurance, just a typo on their part.

RT

From: Nancy Bartholomew
Sent: Tuesday, November 15, 2016 3:46 PM
To: Ryan Thompson; Gwendolyn Smith
Subject: Recommendations for Snowy Range Taxi and Bart's Flea Market

Good afternoon,

I have two applications that we would like your recommendations on. First, Snowy Range Taxi is applying for a license renewal. Second, Bart's Flea Market is applying for a new secondhand dealer license.

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

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Nancy Bartholomew

From: Charles Bloom
Sent: Tuesday, December 13, 2016 11:05 AM
To: Nancy Bartholomew; Derek Teini
Subject: RE: Recommendations for Taxi Renewals

Nancy,

Planning has no concerns with either taxi service provided that when not in use they are parked on private property at the address listed on the application item #7. This does not allow for parking in the public right-of-way when not in use.

Charles

From: Nancy Bartholomew
Sent: Tuesday, December 13, 2016 10:01 AM
To: Derek Teini <DTeini@cityoflaramie.org>; Charles Bloom <CBloom@cityoflaramie.org>
Subject: Recommendations for Taxi Renewals

Good Morning,

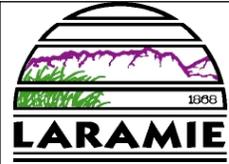
We have two requests for renewals of Vehicle for Hire Licenses and we would like to get your recommendations for these. Currently we have received Triplets (Laramie Taxi) and Snowy Range Taxi. Please review and let us know.

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

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Agenda Item: Licensing

Title: Vehicle For Hire License Application for Renewal

Recommended Council MOTION:

That Council approve a Vehicle For Hire License to Fareride, (Owner: Gary Hopkins/Mike Hopkins) 2275 Snowy Range Rd, Laramie, Wyoming, for the period of January 1, 2017 to December 31, 2017.

Administrative or Policy Goal:

To conform to the UDC & the Laramie Municipal Code.

Background:

Fareride, (Owner: Gary Hopkins/Mike Hopkins) has filed an application for a Vehicle For Hire License. The business is a taxicab service.

The application was filed December 13, 2016; the application and required documents are complete. Per Municipal Code, a taxi license shall expire on December 31st of each year, and may be renewed annually by the City Council upon the application of the licensee.

The Police Department and the Community Development Division have reviewed this application and recommend approval.

Legal/Statutory Authority:

To meet requirements of the UDC and Laramie Municipal Code.

BUDGET/FISCAL INFORMATION:

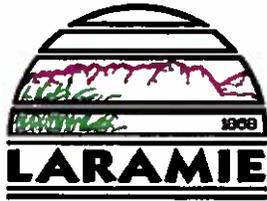
REVENUE

| Source | Amount | Type |
|--------------------------|---------|-------------|
| Fees/Charges for Service | \$10.00 | License Fee |
| Grants for Projects | | |
| Loans on Project | | |
| Other | | |
| Total | \$10.00 | |

EXPENSE

None

Responsible Staff: City Clerk



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

| | |
|---------------------|----------------------|
| City Clerk Use Only | |
| Fee Paid: | \$ <u>10.00 cash</u> |
| Receipt No. | _____ |
| License No. | _____ |

City of Laramie
Vehicle for Hire Application
\$10.00 fee
New License Renewal

For the license term from: 1/1/17 through 12/31/17

1. Applicant: GARY HOPKINS - MIKE HOPKINS
2. Business Name (dba): FARETRIDE
3. Corporate Name: FARETRIDE INC.
4. Business Phone Number: 307-760-0639
5. 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:
GARY HOPKINS
MIKE HOPKINS
6. Premise Address: 2275 SNOWY RANGE RD
LARAMIE, WY 82076
7. Address vehicles will be parked at when not in use: 916 S 11th /
2275 SNOWY RANGE RD, / LARAMIE, WY 82076
8. Mailing Address (if different from above): 2275 SNOWY RANGE RD,
LARAMIE, WY 82076
9. The amount of capital proposed to be used: \$ 500.
10. Have you complied with LMC 5.68 during the previous license term:
 Yes No N/A
11. Have you provided the City with an Indemnification Agreement: Yes No

LMC 5.68 Vehicles for Hire.

Other documentation required for issuance of a license for Vehicle for Hire:

- A. Previous Experience, if any;
- B. Number of vehicles to be employed, together with the name of the manufacturer, the year, and body model;
- C. List of drivers: name, driver's license # and state, social security #, date of birth, residential address;
- D. Schedule of current rates;
- E. Auto Insurance Contract, including the insurer's agreement to provide 30 day's notice of intended cancellation to the City Manager;
- F. Annual Fee of \$10.00 (check – payable to City of Laramie).

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 13 day of DEC, 2016.

Jay Hopkin
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
[Signature] City Clerk

City Manager After review of this application, I make the following recommendation(s):

[Signature] Approved City Manager

INSURANCE UNLTD INC
568 N 3RD ST #100
LARAMIE, WY 82072
1-307-745-7447

PROGRESSIVE
COMMERCIAL

Policy number: 03944626-0

Underwritten by:
ARTISAN AND TRUCKERS CASUALTY CO
December 13, 2016
Page 1 of 1

Certificate of Insurance

| Certificate Holder | Insured | Agent |
|--|--|---|
| FARERIDE 326 CORTHELL RD LARAMIE, WY 82070 | FARERIDE 326 CORTHELL RD LARAMIE, WY 82070 | INSURANCE UNLTD INC 568 N 3RD ST #100 LARAMIE, WY 82072 |

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Oct 7, 2016 Policy Expiration Date: Oct 7, 2017

| Insurance coverage(s) | Limits |
|---------------------------------|-----------------------------------|
| BODILY INJURY/PROPERTY DAMAGE | \$1,000,000 COMBINED SINGLE LIMIT |
| UNINSURED/UNDERINSURED MOTORIST | \$500,000 COMBINED SINLGE LIMIT |

Description of Location/Vehicles/Special Items

Scheduled autos only

| | | |
|------------------------------------|---------------|----------|
| 2007 TOYOTA RAV4 JTMBD33VX75078630 | Stated Amount | \$10,500 |
| MEDICAL PAYMENTS | \$5,000 | |
| COMPREHENSIVE | \$500 DED | |
| COLLISION | \$500 DED | |
| ROADSIDE ASSISTANCE | SELECTED | |

Certificate number

34816NET626



FAZERIDE

Business information and schedule of current Rates and Surcharges

Legal Entity Name: Fazeride, LLC

Members of LLC/Partnership: Gary Hopkins, Mike Hopkins

Registered agent: Gary Hopkins, Mike Hopkins

Federal Tax ID#: 81-1498732

Business Phone: 307-399-4697 or 307-760-5161

Business Fax

Business Website

Business Email

Operating Location: 2275 Snowy Range Rd, Laramie, WY 82070

Mailing and Registered Address: 2275 Snowy Range Rd, Laramie, WY 82070

Rates and Surcharges Overview

(Current as of 8/1/16)

Please note that as with any business, rates and charges are subject to change and may vary according to season, demand, the overall market, competitor rates, all prices, etc. Rates generally do not fluctuate +/- 20% except in cases of sales, promotions, or abnormal demand.

Startup/Flag Drop fee: \$7

Standard Mileage Rate: \$2.50 per mile increment

Wait Time: \$5 per 5 minutes

Luggage/Cargo Fee: \$5 per trip

Vomit: \$250 fee

Smoking in vehicle: \$250 fine

Stains or burns in vehicle: \$500 fine

NO drugs or alcohol of any kind permitted in vehicle

Harassment: If there is harassment of any kind you will be dropped off at a place of drivers' convenience

--We pay our customers sale taxes for them, out of our own pockets.

--Customers who prefer not to pay for lost item delivery may pick up their belongings at the Laramie Police Department or ACSD Lost and Found (whichever we are directed to) after 24 hours. Lost item delivery is an option and a service, but is not required.

Nancy Bartholomew

From: Ryan Thompson
Sent: Thursday, December 15, 2016 7:52 AM
To: Shawn Davis; Nancy Bartholomew
Subject: Re: Fw: Vehicle for Hire Renewal Application for Fareride

Nancy,
Pd approves Shawn thank you.
RT

Ryan Thompson
Lieutenant
Laramie Police Department

----- Reply message -----

From: "Shawn Davis" <sdavis2@cityoflaramie.org>
To: "Nancy Bartholomew" <NancyB@cityoflaramie.org>
Cc: "Ryan Thompson" <RThompson@cityoflaramie.org>
Subject: Fw: Vehicle for Hire Renewal Application for Fareride
Date: Thu, Dec 15, 2016 07:16

Miss Nancy,

All 4 have valid DL's. The registration matches and insurance on the vehicle has been confirmed. They appear good to go from that angle.

Is there anything else that you generally get from the Lt?

S. Davis
Laramie Police Department
Patrol Sergeant
(307) 721-2526

----- Forwarded message -----

From: "Nancy Bartholomew" <NancyB@cityoflaramie.org>
To: "Ryan Thompson" <RThompson@cityoflaramie.org>, "Gwendolyn Smith" <gsmith@cityoflaramie.org>, "Charles Bloom" <CBloom@cityoflaramie.org>, "Derek Teini" <DTeini@cityoflaramie.org>
Subject: Vehicle for Hire Renewal Application for Fareride
Date: Tue, Dec 13, 2016 16:13

Good afternoon,

We have received a request for renewal of a Vehicle for Hire License for Fareride. Please send us your recommendations. If you have any questions please let us know.

Nancy Bartholomew

From: Charles Bloom
Sent: Thursday, December 15, 2016 2:03 PM
To: Nancy Bartholomew; Ryan Thompson; Gwendolyn Smith; Derek Teini
Subject: RE: Vehicle for Hire Renewal Application for Fareride

No concerns if the taxis are parked on private property when not in service.

From: Nancy Bartholomew
Sent: Tuesday, December 13, 2016 4:14 PM
To: Ryan Thompson <RThompson@cityoflaramie.org>; Gwendolyn Smith <gsmith@cityoflaramie.org>; Charles Bloom <CBloom@cityoflaramie.org>; Derek Teini <DTeini@cityoflaramie.org>
Subject: Vehicle for Hire Renewal Application for Fareride

Good afternoon,

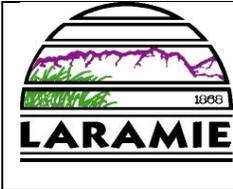
We have received a request for renewal of a Vehicle for Hire License for Fareride. Please send us your recommendations. If you have any questions please let us know.

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



Agenda Item: Agreement

Title: Authorize the Mayor and City Clerk to sign an Amended Promissory Note for the South Laramie Sanitary Sewer Project

Recommended Council MOTION:

“I move to authorize the Mayor and City Clerk to sign an Amended Promissory Note for the South Laramie Sanitary Sewer Project.”

Administrative or Policy Goal:

This project will support the citywide infrastructure improvement program as adopted within the Wastewater Fund Financial Plan.

Background:

In June 2012, City Council approved a CWSRF loan with the Office of State Lands and Investments (SLIB) for the South Laramie Sanitary Sewer Project. The project was then designed, bid for construction, and constructed. The new sewer trunk main generally runs from Pine Street and Park Avenue easterly under the Union Pacific Railroad, then southerly along 2nd Street to a point south of I-80, then south easterly along Skyline Drive to 8th Street.

Now that the project has reached substantial completion, the repayment schedule for the CWSRF loan has begun (effective September 6, 2016). Therefore, it is necessary to complete an Amended Promissory Note as the original Promissory Note stipulates that “Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the “project” whichever date occurs first, as set forth and described in the Loan Agreement”...

All documents have been reviewed and are consistent with the loan application previously approved by City Council.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

REVENUE

| Source | Amount | Type |
|--------------------------|-------------|---|
| Fees/Charges for Service | | |
| Grants for Projects | | |
| Loans on Project | \$1,378,250 | SRF award via the Office of State Lands and Investments |
| Other | | |
| Total | \$1,378,250 | |

EXPENSE

Proposed Project Cost.

| Project Budget | Amount | Funds |
|--------------------|-----------------|--|
| Project Cost | \$ 1,378,250.00 | |
| Loans on Project | \$ 1,378,250.00 | SRLF award via the Office of State Lands and Investments |
| Grants for Project | \$ 689,125.00 | 50% Principal Forgiveness |
| City's Amount | \$ 689,125.00 | |
| Contingency | 0% | |
| Total Amount | \$689,125.00 | |
| | | |

Responsible Staff:

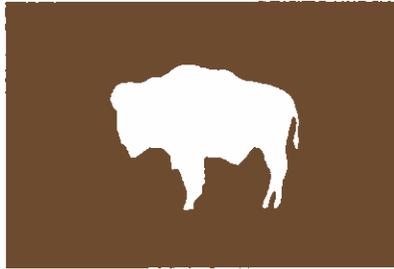
Earl Smith, P.E., Director of Public Works

Attachments:

- SLIB Cover Letter
- Amended Promissory Note

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street
Cheyenne, WY 82002
Phone: 307.777.7331
Fax: 307.777.3524
sfmail@wyo.gov



MATTHEW H. MEAD
Governor

BRIDGET HILL
Director

November 23, 2016

City of Laramie
Earl Smith, Public Works Director
P.O. Box C
Laramie, Wyoming 82073

RE: CWSRF Loan #129, South Laramie Sanitary Sewer Project

Dear Mr. Smith,

Thank you for the Certification of Completion letter determining the initiation of operations date of September 6, 2016. Please find enclosed an Amended Promissory Note and Loan Re-Amortization Schedule for the City of Laramie's loan for signature.

Please complete the document where necessary, securing the appropriate signatures and date; make a copy for yourself and return the original Amended Promissory Note to: Rebecca Webb, Office of State Lands and Investments, Herschler Building, 3rd Floor West, 122 W. 25th Street, Cheyenne, Wyoming 82002-0600.

As stated in your loan agreement, a quarterly statement on the designated account for repayment in the amount of \$44,206.00 for this loan is required. The quarterly statement should be sent to my attention by the 15th of the month: Jan-March statement is due April 15th, April-June statement is due July 15th, July – Sept statement is due Oct 15th, and Oct – Dec statement is due Jan 15th. Please refer to the Loan Agreement and the Assignment and Pledge of Revenues for the specific account reporting requirement.

Please be aware that all repayments will be posted on the date they are received by our office. As a result, the principal and interest will not match the amortization schedule unless the repayment is received on the due date. All repayments will be applied as follows: First to interest accrued to the repayment received date, then to principal. Payment notices will be mailed to you approximately 45 days prior to the due date.

If you should have any questions, please give me a call at (307) 777-6046.

Sincerely,



Rebecca Webb
Community Loan Officer

Enc: Amended Promissory Note
Amortization Schedule

STATE OF WYOMING
WYOMING STATE LOAN AND INVESTMENT BOARD
CHEYENNE, WYOMING

AMENDED PROMISSORY NOTE

\$689,125.00 _____, 2016

On June 19, 2012, the City of Laramie, Albany County, Wyoming, (hereinafter referred to as the "Borrower") for value received, executed a Promissory Note to pay the State of Wyoming State Loan and Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of One Million Three Hundred Seventy-Eight Thousand Two Hundred Fifty Dollars and No/100 (\$1,378,250.00) together with interest at a rate of two and one-half percent (2.5%) per annum. A copy of said note is attached hereto as Appendix A and is incorporated herein by reference.

The Borrower has established September 6, 2016 as the initiation of operation date for the South Laramie Sanitary Sewer Project. The City has not made any principal payments as of this date. The City has received principal forgiveness in the amount of Six Hundred Eighty-Nine Thousand One Hundred Twenty-Five Dollars and 00/100 (\$689,125.00) in CWSRF loan funds.

The purpose of this Amended Promissory Note is to establish a new schedule for the repayment of the principal in the amount of Six Hundred Eighty-Nine Thousand One Hundred Twenty-Five Dollars and 00/100 (\$689,125.00) plus interest. The first payment will be due September 1, 2017, and will be comprised of the first amortized principal installment of Twenty-Seven Thousand Two Hundred Thirteen Dollars and 27/100 (\$27,213.27) plus accrued interest of Thirty-Seven Thousand Two Hundred Forty Dollars and 44/100 (\$37,240.44) which is computed from the date each disbursement of funds was paid to the Borrower through the final disbursement to September 1, 2017. Forty-Four Thousand Two Hundred Five Dollars and 39/100 (\$44,205.39) will be due on the 1ST day of September hereafter until Eighteen (18) additional payments have been made and a Twentieth (20th) and final payment of Forty Thousand Five Hundred Sixty-Eight Dollars and 20/100 (\$40,568.20) being due and payable on September 1, 2036.

The payment schedule is attached hereto and incorporated herein as Appendix B. All other terms and conditions of the original Promissory Note shall remain in full force and effect.

Dated this _____ day of _____, 2016.

CITY OF LARAMIE

BY: _____
DAVE PAULEKAS, MAYOR

ATTEST:

ANGIE JOHNSON, CITY CLERK

CWSRF LOAN #129

CITY OF LARAMIE

EXHIBIT B

STATE OF WYOMING
Office of State Lands and Investments
AMORTIZED SCHEDULE CWSRF LOAN #129

TERM-OF-LOAN (YRS): 20
1ST-INSTALL-DATE: 9/1/2017
INTEREST-RATE: 2.5%

INSTALLMENT-AMOUNT: \$44,205.39
LOAN AMOUNT: \$689,125.00

| PAY# | YEAR | Amount | Interest | Principal | Total Principal | Total Interest | Balance |
|------|------------|-------------|-------------|-------------|-----------------|----------------|--------------|
| 1 | 1-Sep-2017 | \$64,453.71 | \$37,240.44 | \$27,213.27 | \$27,213.27 | \$37,240.44 | \$661,911.73 |
| 2 | 1-Sep-2018 | \$44,205.39 | \$16,321.11 | \$27,884.28 | \$55,097.55 | \$53,561.55 | \$634,027.45 |
| 3 | 1-Sep-2019 | \$44,205.39 | \$15,633.55 | \$28,571.84 | \$83,669.39 | \$69,195.10 | \$605,455.61 |
| 4 | 1-Sep-2020 | \$44,205.39 | \$14,929.04 | \$29,276.35 | \$112,945.74 | \$84,124.14 | \$576,179.26 |
| 5 | 1-Sep-2021 | \$44,205.39 | \$14,207.16 | \$29,998.23 | \$142,943.97 | \$98,331.30 | \$546,181.03 |
| 6 | 1-Sep-2022 | \$44,205.39 | \$13,467.48 | \$30,737.91 | \$173,681.88 | \$111,798.78 | \$515,443.12 |
| 7 | 1-Sep-2023 | \$44,205.39 | \$12,709.56 | \$31,495.83 | \$205,177.71 | \$124,508.34 | \$483,947.29 |
| 8 | 1-Sep-2024 | \$44,205.39 | \$11,932.95 | \$32,272.44 | \$237,450.15 | \$136,441.29 | \$451,674.85 |
| 9 | 1-Sep-2025 | \$44,205.39 | \$11,137.19 | \$33,068.20 | \$270,518.35 | \$147,578.48 | \$418,606.65 |
| 10 | 1-Sep-2026 | \$44,205.39 | \$10,321.81 | \$33,883.58 | \$304,401.93 | \$157,900.29 | \$384,723.07 |
| 11 | 1-Sep-2027 | \$44,205.39 | \$9,486.32 | \$34,719.07 | \$339,121.00 | \$167,386.61 | \$350,004.00 |
| 12 | 1-Sep-2028 | \$44,205.39 | \$8,630.24 | \$35,575.15 | \$374,696.15 | \$176,016.85 | \$314,428.85 |
| 13 | 1-Sep-2029 | \$44,205.39 | \$7,753.04 | \$36,452.35 | \$411,148.50 | \$183,769.89 | \$277,976.50 |
| 14 | 1-Sep-2030 | \$44,205.39 | \$6,854.22 | \$37,351.17 | \$448,499.67 | \$190,624.11 | \$240,625.33 |
| 15 | 1-Sep-2031 | \$44,205.39 | \$5,933.23 | \$38,272.16 | \$486,771.83 | \$196,557.34 | \$202,353.17 |
| 16 | 1-Sep-2032 | \$44,205.39 | \$4,989.53 | \$39,215.86 | \$525,987.69 | \$201,546.87 | \$163,137.31 |
| 17 | 1-Sep-2033 | \$44,205.39 | \$4,022.56 | \$40,182.83 | \$566,170.52 | \$205,569.43 | \$122,954.48 |
| 18 | 1-Sep-2034 | \$44,205.39 | \$3,031.75 | \$41,173.64 | \$607,344.16 | \$208,601.18 | \$81,780.84 |
| 19 | 1-Sep-2035 | \$44,205.39 | \$2,016.51 | \$42,188.88 | \$649,533.04 | \$210,617.69 | \$39,591.96 |
| 20 | 1-Sep-2036 | \$40,568.20 | \$976.24 | \$39,591.96 | \$689,125.00 | \$211,593.93 | \$0.00 |

WATER POLLUTION CONTROL
CWSRF-129
CLEAN WATER STATE REVOLVING LOAN NOTE

STATE OF WYOMING
WYOMING STATE LOAN & INVESTMENT BOARD
CHEYENNE, WYOMING

PROMISSORY NOTE

APPENDIX "A"

\$1,378,250.00

June 19, 2012

For value received the City of Laramie, Albany County, Wyoming, (hereinafter ("City")) promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of One Million Three Hundred Seventy Eight Thousand Two Hundred Fifty Dollars and No/100 (\$1,378,250.00) together with interest at a rate of two and one-half percent (2.5%) per annum, in the manner and from the revenue as is more particularly set forth below. Upon completion of the project and prior to repayment of the loan, this loan shall be granted principal forgiveness up to fifty percent (50%) of the drawn loan funds, not to exceed Six Hundred Eighty-Nine Thousand One Hundred Twenty-Five Dollars and No/100 (\$689,125.00).

Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the "project" whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (hereinafter "Note"). Said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the City pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the "project" whichever date occurs first. Prior to the First Payment Due Date, the amount of principal forgiveness shall be applied to the Promissory Note amount and the Note and the amortization schedule[s] shall be amended to reflect the amount of principal forgiveness. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the City does not borrow the entire sum of One Million Three Hundred Seventy Eight Thousand Two Hundred Fifty Dollars and No/100 (\$1,378,250.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum

actually borrowed by the City with all of the other terms of Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The City shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due and the balance to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made but are to operate only to discharge the loan at an earlier date.

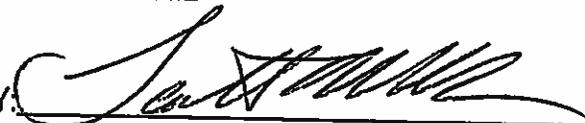
In the event the annual payment of principal and interest is not received on the specified due date of each year, the City will be in default, and the Board may proceed against the revenues assigned and pledged by the City pursuant to the loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to W.S. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof.

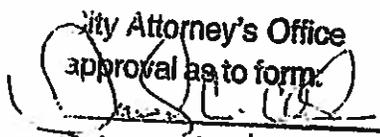
In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

CITY OF LARAMIE

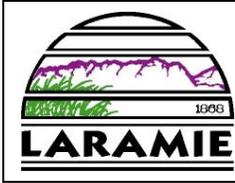
BY: 
SCOTT A. MULLNER, MAYOR

ATTEST:


SUE MORRIS-JONES, CITY CLERK

City Attorney's Office
approval as to form.

Date: 6/19/12

CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Agreement

Title: Subdivision Completion Agreement for ACSD #1 related to the Boulder Addition, Final Plat.

Recommended Council MOTION:

Move to **approve** the Subdivision Agreement for Boulder Addition, allowing Albany County School District an opportunity for reimbursement related to construction costs associated with the construction of Boulder Drive.

Administrative or Policy Goal:

The Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2) designates this area as PI (Public/Institutional). Rezoning of the property is consistent with the area Land Use Plan.

Background:

In 2013, a Final Plat for Boulder Addition was approved by the Laramie City Council. The Boulder Addition Final Plat facilitated the construction of the new Laramie High School on property owned by the City of Laramie. Due to the fact the City of Laramie owned the property, no Subdivision Agreement was completed for improvements.

Following sale of the land to the ACSD #1 and completion of required public improvements to Boulder Drive by ACSD #1, ACSD #1 completed the Subdivision Agreement. The agreement will allow ACSD #1 the ability to request reimbursement for public improvements they constructed, which is standard practice for projects that complete public improvements which benefit adjacent property owners.

Normally approval of this agreement is completed as part of the Final Plat motion, however in this case because the City owned the property, this request is before you now as a separate item.

Legal/Statutory Authority:

Subdivision Agreements are typically approved with associated Final Plats must be approved by the City Council.

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
- Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning
- Wyoming State Statutes Title 34 Property Conveyances and Security Transactions, Chapter 12 Platting and Dedication
- Laramie Comprehensive Plan 2007
- Major Street Plan
- Turner Tract Area Plan

BUDGET FISCAL INFORMATION:**REVENUE**

| Source | Amount | Type |
|--------------------------|--------|------------------------------------|
| Fees/Charges for Service | \$0.00 | No Fees for Subdivision Agreements |
| Grant | | |
| Loan | | |
| Other | | |
| Total | \$0.00 | |

Responsible Staff:

Dave Derragon, Assistant City Manager:
721-5304

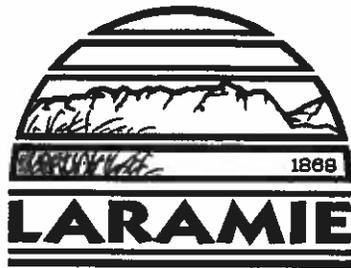
Derek T Teini, Planning Manager: 721-
5245

Attachments:
Subdivision Agreement

Future dates are subject to change

| | |
|--------------------------------------|-------------------|
| Work Session | |
| Advertised | |
| Public Hearing (PH) Held | |
| PH Advertised | |
| Introduction/1 st Reading | December 20, 2016 |
| 2 nd Reading | |
| 3 rd Reading | |

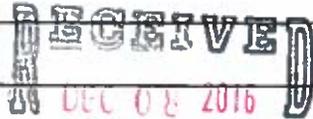
COMMUNITY DEVELOPMENT DEPARTMENT



SUBDIVISION COMPLETION AGREEMENT

(SUBDIVISION SECURITY AND IMPROVEMENT DEFERRAL ACKNOWLEDGEMENT)

THIS FORM ESTABLISHES THE AMOUNT OF FINANCIAL SECURITY FOR IMPROVEMENTS ASSOCIATED WITH FINAL PLATTING OF A SPECIFIC SUBDIVISION. ADDITIONALLY, THIS FORM DEFINES THE NECESSARY IMPROVEMENTS AND ACKNOWLEDGES THE DEVELOPER'S RESPONSIBILITIES. UPON ACCEPTANCE AND APPROVAL OF THE SUBDIVISION, THIS FORM MUST BE RECORDED WITH THE ALBANY COUNTY CLERK'S OFFICE.

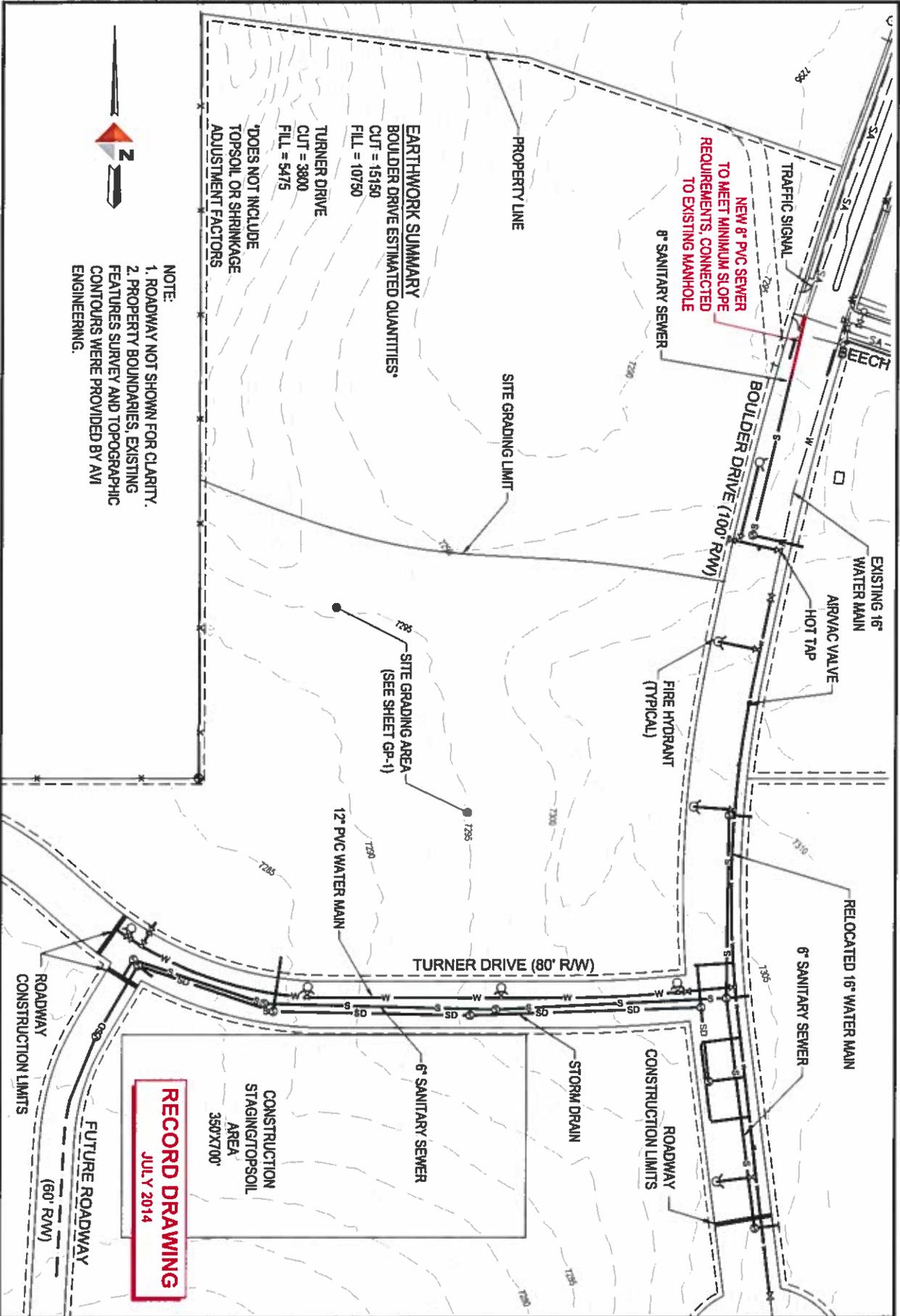
| | | | |
|---|---------|--|------------------------|
| Date Submitted: <u>12-5-16</u> (Assigned by Staff) | | File Number: <u>FP-13-12</u> (Assigned by Staff) | |
| DEVELOPER: <u>Albany County School District #1</u> | | | |
| PRIMARY CONTACT: <u>Ed Goetz, Business Manager</u> | | | |
| ADDRESS: <u>1948 Grand Avenue</u> | | E-MAIL: <u>egoetz@acsd1.org</u> | |
| CITY: <u>Laramie</u> | | STATE: <u>WY</u> | ZIP CODE: <u>82070</u> |
| PHONE: <u>(307) 721-4400</u> | MOBILE: | FAX: <u>(307) 721-4408</u> | |
| SUBDIVISION NAME (Full name, as listed on plat): <u>Boulder Addition to the City of Laramie, Albany County WY</u> | | | |
| SUBDIVISION LOCATION (Section-Township-Range): <u>Block 2, Lot 1 and Block 3, Lot 1</u> | | | |
| Improvements associated with the above listed subdivision, generally include the following utilities and appurtenances for: water, sanitary sewer, underground power, telephone, communications, television, natural gas. Surface improvements generally include: streets, alleys, curb & gutter, sidewalk, street signs, traffic control devices, street lights, and storm drainage. Additionally, improvements include installation of permanent survey monumentation at all outside boundary corners, deflections, and interior lot corners. | | | |
| Improvements are detailed in the approved plans and details as listed below: | | | |
| TITLE OF PLAN SET (Full name, as listed on cover sheet): <u>Boulder and Turner Drives Street Construction overall plan</u> | | | |
| DATE OF PLAN SET: <u>July - 2014</u> | | | |
| NAME OF DESIGN FIRM(S): <u>DOWL</u> | | | |
|  | | | |
| BY: <u>[Signature]</u> | | | |

| | |
|---|--|
| <p>DEVELOPER AGREES THAT ALL PUBLIC IMPROVEMENTS WILL BE COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND STANDARDS APPROVED BY THE CITY.</p> | <p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <u>EG</u></p> |
| <p>DEVELOPER AGREES THAT ALL REQUIRED IMPROVEMENTS WILL BE COMPLETED AND READY FOR CONSTRUCTION ACCEPTANCE BY THE CITY WITHIN TWO YEARS OF THE APPROVAL DATE OF THE FINAL PLAT, OR PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR THE FIRST BUILDING, WHICHEVER OCCURS FIRST.</p> | <p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <u>EG</u></p> |
| <p>The Community Development Department shall issue a Notice of Completion, indicating that all improvements comply with the applicable review requirements, conditions of improvements, and the City's Unified Development Code, prior to reduction of the financial security.</p> | |
| <p>DEVELOPER AGREES TO MAINTAIN THE REQUIRED PUBLIC IMPROVEMENTS THROUGHOUT THE TWO YEAR GUARANTEE PERIOD FOLLOWING CONSTRUCTION APPROVAL.</p> | <p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <u>EG</u></p> |
| <p>DEVELOPER AGREES TO REPAIR, AT HIS/HER EXPENSE, ANY HIDDEN DEFECTS IN DESIGN, WORKMANSHIP AND MATERIALS THAT APPEAR IN THE WORK WITHIN THE TWO YEAR GUARANTEE PERIOD FOLLOWING CONSTRUCTION APPROVAL.</p> | <p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <u>EG</u></p> |
| <p>DEVELOPER AGREES TO CONSTRUCT AND MAINTAIN ALL TEMPORARY IMPROVEMENTS, UNTIL NO LONGER REQUIRED BY THE CITY'S CODES, POLICIES, OR CONDITIONS OF APPROVAL FOR THE PLAT OR DEVELOPMENT PROJECT.</p> | <p>YES: <input checked="" type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <u>EG</u></p> |
| <p>DEVELOPER AGREES TO PAY THE COSTS AND EXPENSES FOR THE CONSTRUCTION OF ALL PUBLIC IMPROVEMENTS TO THE PROPERTY, SHOWN ON THE APPROVED SET OF PLANS, AND OUTLINED IN EXHIBIT A, WHICH IS HEREBY ATTACHED.</p> | <p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <input type="text"/></p> |
| <p>AS SHOWN ON EXHIBIT A, THE CITY ENGINEER ESTIMATES THE TOTAL COST FOR SUBDIVISION IMPROVEMENTS TO BE _____, THE DEVELOPER IS REQUIRED TO PROVIDE SECURITY IN THE AMOUNT OF 125% OF THIS TOTAL COST, WHICH HAS BEEN CALCULATED TO BE _____.</p> | |
| <p>DEVELOPER AGREES TO PAY THE COSTS AND EXPENSES FOR THE CONSTRUCTION OF ALL DELAYED IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION, SHOWN ON THE APPROVED SET OF PLANS, AND OUTLINED IN EXHIBIT B, WHICH IS HEREBY ATTACHED.</p> | <p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> N/A: <input checked="" type="checkbox"/> INITIALS: <u>EG</u></p> |
| <p>AS SHOWN ON EXHIBIT B, THE CITY ENGINEER ESTIMATES THE TOTAL COST FOR DELAYED IMPROVEMENTS TO BE _____, THE DEVELOPER IS REQUIRED TO PROVIDE SECURITY IN THE AMOUNT OF 150% OF THIS TOTAL COST, WHICH HAS BEEN CALCULATED TO BE _____.</p> | |
| <p>DEVELOPER HEREBY ACKNOWLEDGES PROVISION OF SECURITY IN THE FORM OF A LETTER OF CREDIT, BOND, CASH ESCROW, CERTIFICATE OF DEPOSIT, OR CERTIFIED OR CASHIER'S CHECK. FOR THE CONSTRUCTION OF THE IMPROVEMENTS, DELAYED IMPROVEMENTS, WARRANTY AND MAINTENANCE PROMISES.</p> | <p>YES: <input type="checkbox"/> NO: <input type="checkbox"/> INITIALS: <input type="text"/></p> |
| <p>Upon completion of the required Public Improvements identified in Exhibit A, The amount of the security for the warranty period shall be twenty five percent (25%) of the approved City Engineer's estimate for the improvements. The posted twenty-five percent (25%) security may be reduced to twelve and one-half percent (12.5%) on or after the one-year anniversary date of the original posting of the security, upon written request of the developer and inspection and approval of the secured improvements by this department, with the difference to be refunded to the developer following approved inspection of the Improvements. (LMC 15.18.060). Delayed Public Improvements shall require approval by the City Council prior to completion of this form. Delayed improvements shall be completed by the developer no later than 15 years after the signature of the agreement by the Mayor. (LMC 15.18.110.B)</p> | |

AGREEMENT INFORMATION

1. The applicant, or representative, shall file this agreement with the Community Development Department, 405 East Grand Avenue, Laramie, WY 82070.
2. The following documents are to be submitted at the time of filing:
 - a. **Application Form.** Filled out in its entirety, with appropriate information deemed necessary by the Applicant.
 - b. **Application Fee.** The applicant must pay the applicable fee at the time of application. (Fee as of April 9, 2015 - \$0)
 - c. **Pertinent Exhibits.** Each application is often unique, so there is not a specific list of information required. The Subdivision Completion Agreement consists of 3 exhibits and an acceptable financial security (see subsection d. below). In most case, not all exhibits will be required. Below is a summary of exhibits. If you have any question as to whether or not a specific Exhibit is required for your development, please contact your case planner.
 - i. **Exhibit A.** This indicates out what public improvements are being delayed. This could include items such as street paving, curb/gutter/sidewalk, utility diamonds within the roadway, removal of service lines, installation of street lights, stop lights, etc. The Exhibit shows the unit cost of all Public Improvements that are not complete. Quantities are prepared by the Developer and reviewed and approved by the City Engineer. The City Engineer will assign unit and labor costs for each item.
 - ii. **Exhibit B.** This indicates out what Public Improvements are being delayed for a time period of up to 15-years. All Delayed Public Improvements require approval by the City Council prior to submittal of this form. Delays could include items such as street paving, curb/gutter/sidewalk, installation of street lights, stop lights, etc. The Exhibit shows the unit cost of all Public Improvements that are not complete. Quantities are prepared by the Developer and reviewed and approved by the City Engineer. The City Engineer will assign unit and labor costs for each item.
 - iii. **Exhibit C.** In the event the developer constructs Public Improvements that benefit another property owner or they are entitled to reimbursement by the City for oversizing they will attach this exhibit which will identify each parties proportionate cost. For example, if a developer builds a Collector Street adjacent to their development, they may be eligible for reimbursement for a portion of the street from the benefitting land owner across the street in the future or reimbursement from the City for oversizing.
 - d. **Financial Security.** Pursuant to LMC 15.18.080.b.4 acceptable security is required to be in the form of: a **Letter of Credit, Bond, Cash Escrow, Certificate of Deposit, or Certified or Cashier's Check.** Pursuant to LMC 15.18.030.B a financial security shall be 125% of the City Engineer's estimate for the required improvements being secured.
3. City Staff reviews the agreement and submitted materials, and if complete, issues a Notice to Proceed.
4. All improvements shall be completed within the staff approved time frame. It is the Developer's responsibility to ensure that periodic inspections are made prior to installation of improvements. Failure to call for inspections prior to completing work shall subject the property owner to the enforcement provisions of LMC Chapter 15.26 and daily fines not to exceed \$750 / day.
5. Applications can be submitted anytime during normal office hours.
6. The review of the agreement and authorization to begin is typically complete within one week of receipt of this agreement.

| SUBDIVISION SECURITY AND IMPROVEMENT DEFERRAL ACKNOWLEDGEMENT SUBMITTAL CHECKLIST: | | Staff Use Only | |
|--|------------|-------------------------|----------------|
| | | Provided and acceptable | Does Not Apply |
| <p><i>Larger copies of the application materials should be folded to approx. 8.5"x14", with the project name clearly visible when folded. Any plans/drawings larger than 8.5"x14" must be folded accordion style in quarter folds.</i></p> | | | |
| Submittal Requirements Cost | Quantity / | | |
| 1) Complete Acknowledgement | 1 copy | | |
| 2) Exhibit A (Subdivision Improvement Quantities) | 1 copy | | |
| 3) Subdivision Improvement Security | 1 copy | | |
| 4) Exhibit B (Delayed Improvement Quantities) | 1 copy | | |
| 5) Delayed Improvement Security | 1 copy | | |
| 6) Exhibit C (Reimbursement Agreement Information) | 1 copy | | |
| 7) Miscellaneous | TBD | | |



EARTHWORK SUMMARY
BOULDER DRIVE ESTIMATED QUANTITIES
 CUT = 15150
 FILL = 10730

TURNER DRIVE
 CUT = 3800
 FILL = 5475

*DOES NOT INCLUDE
 TOPSOIL OR SHRINKAGE
 ADJUSTMENT FACTORS

- NOTE:**
1. ROADWAY NOT SHOWN FOR CLARITY.
 2. PROPERTY BOUNDARIES, EXISTING FEATURES SURVEY AND TOPOGRAPHIC CONTOURS WERE PROVIDED BY A/E ENGINEERING.

RECORD DRAWING
 JULY 2014



BOULDER & TURNER DRIVES - STREET CONSTRUCTION

OVERALL PLAN

| | |
|---------|---------------|
| PROJECT | 5122 26301.01 |
| DATE | MAY 2013 |

PLAN-1



Office Locations

ALASKA

Anchorage
Juneau
Fairbanks
Ketchikan
Kodiak
Palmer

ARIZONA

Tempe
Tucson

COLORADO

Golden
Montrose

MONTANA

Billings
Bozeman
Butte
Great Falls
Helena
Miles City

NORTH DAKOTA

Dickinson

OREGON

Bend
Portland

WASHINGTON

Redmond
Seattle

WYOMING

Gillette
Lander
Laramie
Sheridan

MEMORANDUM

TO: Ed Goetz
FROM: Lynn Hill, P.E.
DATE: May 20, 2016
SUBJECT: Boulder Drive Reimbursement Agreement-cost development

We understand the City of Laramie is requesting construction costs from the Boulder Drive extension project in order to prepare a Reimbursement Agreement. This project was completed recently by the Albany County School District as part of the new Laramie High School overall development. As you know, construction of Turner Drive was included in the project as well.

This agreement will be used as an instrument for the District to be reimbursed from property developers on the east side of the street for the actual cost incurred for construction of this new street.

We analyzed the bid tabulation of construction costs from Simon Contractors for the Boulder Drive section only.

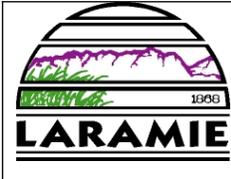
On your behalf, we have developed construction costs per lineal foot for Boulder Drive. The itemized list of costs follows (Boulder Drive only):

| | |
|-----------------|----------|
| Street Paving | \$403/FT |
| Curb and Gutter | \$60/FT |
| Water Utility | \$142/FT |
| Sewer Utility | \$71/FT |
| Storm Sewer | \$55/FT |
| Traffic Signal | \$136/FT |

**SUMMARY CALCULATIONS FOR BOULDER DRIVE COSTS
REIMBURSEMENT with SIGNAL**

TOTAL COST METHOD

| COST ITEM | | COST |
|---|-----------|---------------------|
| Simon Bid Price for Boulder Drive | \$ | 1,094,999.60 |
| Change Order #1 Utility Conduit under Boulder Drive | \$ | 7,800.00 |
| Change Order #1 Traffic Signal Conduit at Boulder/Beech | \$ | 11,607.00 |
| Change Order #3 Traffic Signal Foundations at Boulder/Beech | \$ | 18,601.00 |
| Change Order #5 Rock Excavation in Boulder for Water | \$ | 26,556.20 |
| Change Order #5 Rock Excavation in Boulder for Sewer | \$ | 39,834.20 |
| Change Order #12 on High School for Signal at Boulder/Beech | \$ | 179,193.89 |
| Change Order #17 on High School for LED Lights for Signal | \$ | 2,428.21 |
| TOTAL COST FOR BOULDER AVE. | \$ | 1,381,020.10 |
| REIMBURSEMENT AT 50% | \$ | 690,510.05 |



Agenda Item: Agreement
Title: Amendment I to the Business Ready Community grant agreement between the Wyoming Business Council and the City of Laramie for the Retail Leakage Analysis and Action Plan project

Recommended Council MOTION: I move to approve Amendment I to the Business Ready Community grant agreement between the Wyoming Business Council and the City of Laramie for the Retail Leakage Analysis and Action Plan project and authorize the Mayor and Clerk to sign with a retroactive date of November 20, 2016 to precede the November 30, 2016 expiration date of the original grant agreement.

Administrative or Policy Goal: This project directly and indirectly supports the following council-adopted goals: 1) Adopt strategy for increasing sales tax and 2) Pursue economic development at the Cirrus Sky Technology Park and throughout the community.

Background: The purpose of this Amendment is to extend the grant agreement, which expired on November 30, 2016 by one year and to restructure the City of Laramie’s match. With this amendment, the City of Laramie’s new match for the grant will include \$6,742 in cash and \$9,942 in in-kind. The Wyoming Business Council’s award will remain unchanged at \$50,000 for a total project cost of \$66,666.

The impetus for the Amendment was the termination of the professional services agreement with the firm, CBD Consulting, which had originally been hired to complete this project and the subsequent selection process of a new firm. Prior to termination, the City paid CBD Consulting \$9,942. This fee covered data collection and preliminary analysis to support this project. CBD’s findings will be used by staff and project partners and may also be shared with any new consulting firm working on this project. The Wyoming Business Council now regards the payment to CBD Consulting as in-kind match and has allowed a one-year extension to the original contract which expired on November 30, 2016.

Staff have worked with the Laramie Chamber Business Alliance, Laramie Main Street Alliance, Laramie Board of Realtors, Albany County Tourism and the University of Wyoming to select a new firm to complete this project. A Professional Services Agreement is expected in January, 2017. All work should be completed within the amended timeframe of the grant.

This amendment was received on November 17th, but between council schedules, the holiday, etc., it could not be forwarded to council for consideration and approval prior to the November 30, 2016 expiration of the original contract. The Wyoming Business Council therefor suggested the execution date of the amendment be retroactive to precede the expiration of the original agreement

Legal/Statutory Authority: This is an allowable project and the city is a qualifying applicant.

BUDGET/FISCAL INFORMATION:

REVENUE

| | | |
|---------------------|-------------|-------------------------------|
| Grants for Projects | \$50,000.00 | Wyoming Busienss Council, BRC |
| Loans on Project | | |
| Other | | |
| Total | \$50,000.00 | |

EXPENSE

Proposed Project Cost.

| Project Budget | Amount | Funds |
|------------------------|-------------|---|
| Project Cost | \$66,666.00 | |
| Loans on Project | | |
| Grants for Project | \$50,000.00 | Wyoming Business Council, BRC |
| Other/Outside Projects | | |
| City's Amount | \$16,666.00 | City of Laramie (of which \$9,942 has been spent) |
| Contingency | 0% | \$0.00 |
| Total Amount | \$66,666.00 | |

Amount spent to date (approved and adopted by Council)

| Budget | Amount | Funds |
|---------------------------|-------------|-------|
| Total Budget Allocation | \$66,666.00 | |
| Less Amount Spent to Date | \$9,924.00 | |
| Remainder of Budget | \$56,742.00 | |

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

| Expenditures | Amount | Fund |
|-----------------------------|--------|------|
| Proposed Expenditure | | |
| Current Budget | | |
| Additional Amount Requested | | |
| Total Proposed Budget | | |

Responsible Staff:

City Manager, Janine Jordan, x5226

Grant Analyst, Sarah Reese, x5201

Attachment: Amendment I



ORIGINAL
160044

**AMENDMENT NUMBER ONE TO GRANT AGREEMENT
BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF LARAMIE

(RETAIL LEAKAGE ANALYSIS & STRATEGIC PLAN
BUSINESS READY COMMUNITY PLANNING 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 (Grantee), whose address is 406 Iverson Street; P.O. Box C, Laramie, WY 82073.
2. **Purpose of Amendment.** This Amendment shall constitute the first Amendment to the Grant Agreement (Agreement) between the Council and the Grantee. The purpose of this Amendment is to:
 - a) revise the Projected Grant Expenditure Schedule in Attachment B to change the cash match and add in-kind match;
 - b) increase the percentage the WBC will pay the amounts of invoices from seventy-five percent (75%) to eighty-eight percent (88%); and
 - c) extend the Agreement expiration date from November 30, 2016 to November 30, 2017.

The original Agreement, dated November 18, 2014, provided Business Ready Community Grant and Loan Program (BRC) Planning grant funds to Grantee to create a retail leakage analysis and strategic plan for a total grant amount of fifty thousand dollars (\$50,000.00), with an Agreement expiration date of November 30, 2016.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement, as amended, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.
4. **Amendments.**
 - A. Attachment B is revised as follows in lieu of corresponding language to reflect a Cash Match of six thousand seven hundred forty-two dollars (\$6,742.00), and an In-Kind Match of nine thousand nine hundred twenty-four dollars (\$9,924.00).

| Projected Grant Expenditure Schedule for Laramie | | | | |
|--|------------------|-------------------|----------------------|------------------|
| DESCRIPTION | BRC | MATCH | | TOTAL |
| | | Cash (Laramie) | In-Kind (Laramie) | |
| Consultant Fees | \$ 50,000 | \$ 6,742 | \$ 9,924 | \$ 66,666 |
| Total Project Cost | \$ 50,000 | \$ 6,742 | \$ 9,924 | \$ 66,666 |

- B. The third sentence of the second paragraph of Attachment B of the original Agreement is hereby amended to read as follows:

Amendment One to the Grant Agreement Between the Wyoming Business Council and the City of Laramie
(Retail Leakage Analysis & Strategic Plan Business Ready Planning Project)

“After receipt of cash requests and billing documentation, the WBC will pay amounts of invoices at eighty-eight percent (88%).”

C. Section 3 of the original Agreement is hereby amended to read as follows:

“This Grant Agreement commenced November 18, 2014 and shall terminate on November 30, 2017, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. All services shall be completed during this term. This Agreement may be extended when. In the sole discretion of WBC, circumstances require an extension. Any extension shall be done by written amendment.”

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

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

7. **Special Provisions**

Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Council and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

8. **General Provisions**

A. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages for the original Agreement, Attachment A, consisting of one (1) page, Attachment B, consisting of one (1) page, and this Amendment One, consisting of three (3) pages, represents the entire and integrated Agreement 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, Director
Community Development

Date

CITY OF LARAMIE

Dave Paulekas, Mayor
City of Laramie

Date

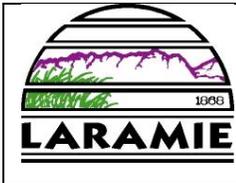
ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



Marion Yoder
Senior Assistant Attorney General



Date



Agenda Item: Memorandum of Understanding

Title: Memorandum of Understanding between the City of Laramie and The Albany County Commissioners providing funding for surveillance activities for the 2016 Emergency Insect Management Grant in the amount of \$5,000.00.

Recommended Council MOTION:

I move that Council approve The Memorandum of Understanding between the City of Laramie and The Albany County Commissioners providing funding for surveillance activities for the 2016 Emergency Insect Management Grant in the amount of \$5,000.00 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Intergovernmental agreement to provide West Nile virus detection and mosquito surveillance services to Albany County residents. Implementation of the City of Laramie West Nile Prevention Plan.

Background:

In 2011 this MOU was initially developed to help to provide access to the Wyoming Department of Agriculture’s Emergency Insect Management Grant program for rural mosquito districts in Albany County. 2011 stipulations to the grant program required that the rural districts provide surveillance data to the State in the reporting of mosquito populations and control of West Nile virus vector mosquitoes. The rural districts did not have staff or facilities available to provide this data for grant eligibility. The MOU provides wages for a seasonal surveillance technician to work within the City of Laramie program to process samples of mosquitoes provided by the districts.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

Revenue

| Source | Amount | Type |
|--------------------------|------------|--------------------------------------|
| Fees/Charges for Service | \$5,000.00 | MOU with Albany County Commissioners |
| Grant | | |
| Other | | |
| Other | | |
| Total | \$5,000.00 | |

Expense

Budgeted Expenditure (approved and adopted by Council)

| Budget | Amount | Funds |
|-------------------------|-------------|--|
| Total Budget Allocation | \$79,756.00 | Mosquito Control Part-time budget 100-5025-441.10-20 |
| | | |
| | | |

Responsible Staff:

Keith Wardlaw, Mosquito & Urban Forestry Supervisor, 721-5258, kwardlaw@cityoflaramie.org

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

Attachments:

Revised MOU with City for Mosquito Services 12.01.2016

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LARAMIE, WYOMING
AND
ALBANY COUNTY, WYOMING
FOR MOSQUITO CONTROL**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this ____ day of December, 2016 by and between the City of Laramie, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “City”) whose address is 406 Iverson St., Laramie, Wyoming 82070 and Albany County, Wyoming, a body corporate and political subdivision of the State of Wyoming, (hereinafter referred to as “County”) whose address is 525 E. Grand Avenue, Laramie, Wyoming 82070, and hereinafter collectively referred to as “Parties”.

2. **Purpose.** The purpose of this Memorandum is for City to provide mosquito control surveillance and reporting activities as required under the Emergency Insect Management Program grant requirements for the Albany County Mosquito Control Districts including Big Laramie Mosquito Control, Rock Creek Mosquito Control, and Little Laramie Mosquito Control (hereinafter referred to as “Mosquito Control Districts”) and the Town of Rock River, Wyoming (hereinafter referred to as “Town”). In consideration of the matters described above, and of the mutual benefits and obligations set forth in this MOU, the parties agree as follows.

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

4. **Consideration.** The County shall make a single payment to the City at the conclusion of the 2016 mosquito control season in the amount of Five Thousand Dollars (\$5,000.00) contingent upon fulfilling the terms of this MOU and funding from the Wyoming Department of Agriculture, Emergency Insect Management Grant funds.

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

5.01. Provide mosquito speciation and enumeration service to the designated contacts for Mosquito Control Districts and the Town on a weekly basis and timely notify Mosquito Control Districts and Town of conditions relating the risk of West Nile virus infection to the current mosquito population.

5.02. Provide copies of surveillance data records to Mosquito Control Districts and Town relating to the risk of West Nile virus in Albany County.

5.03. Provide an annual report to the Albany County Grants Coordinator for submission to the Wyoming Department of Agriculture documenting the surveillance activities required for Level 3 programs requesting funding through the Emergency Insect Management Grant Program. City shall also provide Mosquito Control Districts and Town a copy of the annual report for their respective District or Town.

5.04. Provide RAMP testing of *Culex tarsalis* mosquito pools from the Mosquito Control Districts and Town relating to the risk of West Nile virus infection in Albany County and provide notification to Mosquito Control Districts and Town immediately of any positive samples from their district surveillance traps. The City will ensure that positive samples will be confirmed at the Wyoming State Vet Lab using PCR testing when available.

5.05. Provide invoice for payment/reimbursement to County for payment of funds at the completion of the mosquito control season.

6. Responsibilities of County. County is responsible for the following:

6.01. Submit report as required by the Wyoming Department of Agriculture, Emergency Insect Grant program guidelines.

6.02. Ensure communication and coordination between the City, the Mosquito Control Districts and the Town relating to the Emergency Insect grant for compliance with grant requirements.

6.03. Provide payment to City for services provided under this MOU contingent upon the City fulfilling the terms of this MOU and County receiving funding from the Wyoming Department of Agriculture, Emergency Insect Management Grant.

7. Special Provisions.

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

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

7.03. Assignment/MOU 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 MOU without the prior written consent of the other Party. Neither Party shall not use this MOU, or any portion thereof, for collateral for any financial obligation.

7.04. Award of Related MOU. County may undertake or award supplemental or successor MOU for work related to this MOU. The City shall cooperate fully with County in all such cases.

7.05. Entirety of MOU. This MOU, consisting of six (6) pages, represents the entire and integrated MOU between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

7.07. Force Majeure. Neither party shall be liable for failure to perform under this MOU 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.

7.08. Compliance with Laws. Parties shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this MOU.

7.09. Liaison and Notice. City's and County's Designated Representatives.

(i) City's designated representative is Keith Wardlaw, Mosquito Control Supervisor, P.O. Box C Laramie, WY 82073: telephone number: (307) 721-5258 and facsimile: (307) 721-5284.

(ii) County's designated representative is Tai Wright, Albany County Grants Manager, 501 Iverson St., Laramie WY 82070. Telephone number: (307) 721-5550 and facsimile: (307) 721-5551.

(iii) All notices and invoices required in this MOU 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.

7.10. Termination. Either party to this MOU may terminate such by giving notice of not less than thirty (30) days in writing of official action that has been taken by the governing body of the party which terminates the MOU. In the event of termination, the County shall pay City, contingent upon the County receiving grant funds, as full payment for all services performed and expenses incurred under this MOU and what shall become payable because of the progress in services. In ascertaining the services actually rendered hereunder up to the date of termination of this MOU, consideration shall be given to both completed services and services in progress. Payment for services to City will be pro-rated depending upon the completed services and services in progress.

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

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

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

7.14. Liability. City employees or agents acting under this MOU shall be deemed to be acting within the scope of their duties for purposes of the Wyoming Governmental Claims Act and the local government self-insurance program or commercial insurance, Wyo. Stat. §§1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension, disability, worker's compensation and other benefits which normally apply to assigned City employees or agents while in the performance of their duties under this MOU shall also apply to them when acting pursuant to this MOU.

7.15. Sovereign Immunity. The Parties does not waive Sovereign immunity by entering into this MOU, 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.

7.16. Limitation of Payment. County's obligation to pay City for services of City pursuant to this MOU is conditioned upon the availability of County's funds which are allocated to pay City from the Emergency Insect Management Program grant. If funds are not allocated and available to pay the City for these services, County may terminate this MOU at the end of the period for which the funds are available. County shall notify City at the earliest possible time if City will or may be affected by a shortage of funds. No liability shall accrue to County in the event this provision is exercised, and County 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 County to terminate this MOU in order to acquire similar services or use from another party. City shall be paid for the use by County provided and expenses incurred prior to receipt of any such notification that County was terminating the MOU because of a shortage of funds.

7.17. Confidentiality. Nothing in the MOU shall be deemed to require the parties to release any information that is considered confidential by law. City will provide the information required for the Emergency Insect Management Program grant requirements including all mosquito control surveillance and reporting activities.

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

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

7.20. Waiver. The waiver or any breach of any term or condition in this MOU shall be deemed a waiver of any prior or subsequent breach.

7.21. Time is of the Essence. Time is of the essence in all provisions of the MOU.

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IN WITNESS WHEREOF, the County has caused this MOU to be signed and executed in its behalf by its Chairperson, and duly attested by its County Clerk, and Contractor has signed and executed this MOU 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, PHR
City Clerk

ALBANY COUNTY, WYOMING:

By: _____
Tim Sullivan, Chairperson

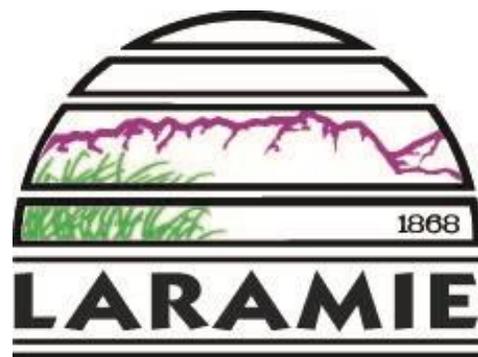
Attest: _____
Jackie Gonzales, County Clerk



West Laramie / Snowy Range Road Corridor Pedestrian / Bicycle Feasibility Study

City of Laramie
Parks and Recreation Department

December 14, 2016



West Laramie / Snowy Range Road Corridor Pedestrian / Bicycle Feasibility Study

FINAL

December 14, 2016



CATOR | RUMA
& ASSOCIATES, CO.

David Reif



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Executive Summary

The City of Laramie, Parks and Recreation Department received a Transportation Alternatives Program (TAP) Grant to complete a feasibility study to determine where to plan for a shared use bike path through West Laramie along Snowy Range Road. The study area extends from Cleveland Avenue on the west to Garfield Street on the east. Both the Laramie Comprehensive Plan and the Parks and Recreation Master Plan recommend bicycle and pedestrian accommodations within the study area. Additionally, the Parks and Recreation Master Plan identifies both the Interstate-80/Snowy Range Road interchange and Snowy Range Road/Highway 130 as beautification corridors.

The public involvement efforts included two public meetings, meetings with adjacent land and business owners, a City of Laramie, City Council work session, a Traffic Commission Meeting, a Planning Commission meeting, and a Parks, Tree and Recreation Advisory Board meeting. The feedback received at these meetings was used to shape the following recommendations. Please note, the maps shown with the recommendations below are for reference only; all maps can be viewed to scale and in full detail in Exhibit 5 beginning after page 67 of this study.

Priority 1 Recommendations:

- A. Provide an 11' wide shared use pathway along the south side of Snowy Range Road between Adams Street and Garfield Street. Pathway shall be separated from the edge of roadway with a landscape buffer.
 - This shared use pathway will begin at the Laramie River Greenbelt Trailhead at Garfield Street and end at Adams Street where it will connect to the pathway on the east side of Adams Street at Snowy Range Road.
 - An 11' wide pathway on the south side of Snowy Range Road will match the location of the proposed Harney Street Bridge improvements designed by WYDOT which includes a 10' wide shared use path on the south side of Snowy Range Road to the west side of the Laramie River Bridge.
 - Consideration should be given to extending the pathway at either 10' or 11' wide, from Garfield Street headed east to the west side of the proposed Laramie River bridge, to meet with the planned 10' wide WYDOT constructed pathway.
 - Place art installations adjacent to the pathway in front of the University of Wyoming Veterinary Lab on the east side of Interstate-80.
- B. Provide 4' wide on-street bicycle lanes on Snowy Range Road between Highway 130 and Adams Street in both the east-bound and west-bound directions.
 - Existing travel lanes and center turn lane on Snowy Range Road shall be restriped to be 11' wide. It is to be noted that restriping of Snowy Range Road will not occur until WYDOT has a resurfacing project in this area.
 - Pavement within the bicycle lanes shall have Methyl Methacrylate (MMA) Acrylic bike lane green applied to the asphalt pavement within the bike lane in front of each residential and commercial driveway approach and across the free right turn lane at the Highway 130/230 intersection to alert drivers to potential vehicle/bicycle conflict locations.



Above: Priority 1 Shared Use Path in Yellow

Below: Priority 1 On-Street Bike Lanes in Green



Priority 2 Recommendations:

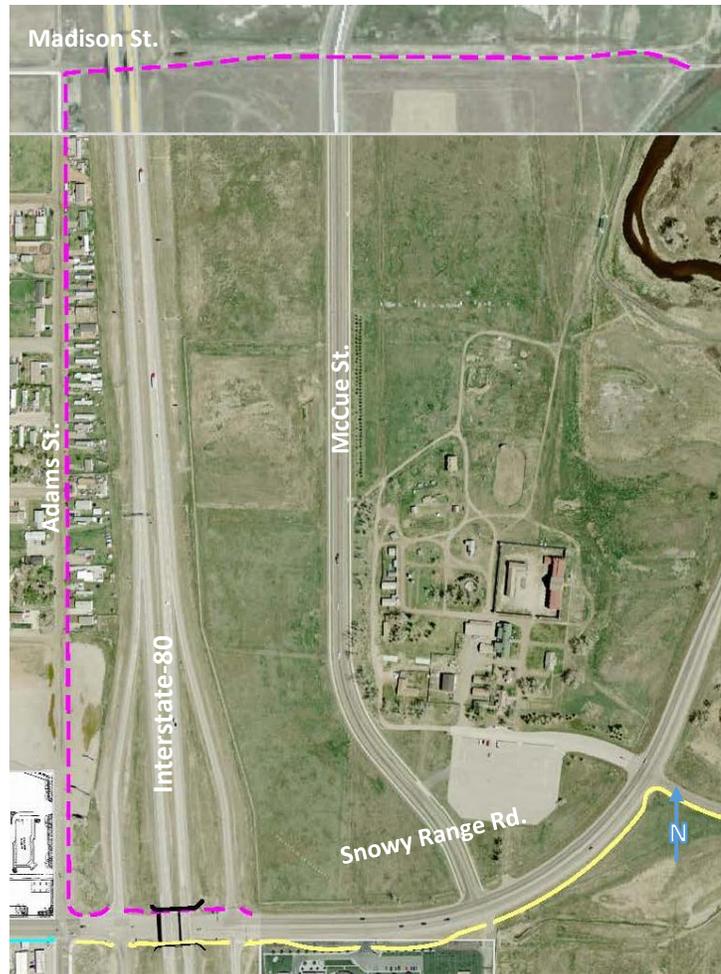
- A. Provide an 8’ wide separated pathway along the south side of Snowy Range Road from Adams Street to Colorado Avenue. Pathway shall be separated from the curb with a landscape buffer to the greatest width possible given the available right of way width, but in no case shall be less than 2’.
 - This pathway will begin where the Priority 1 pathway ended – at the connection to the existing Adams Street pathway. It will end at the connection to the existing Colorado Avenue Pathway.
 - Between Pierce Street and Colorado Avenue permanent easements will be required as the existing right of way is too narrow to allow for an 8’ wide pathway and 2’ wide landscape buffer. Easement widths will need to be wide enough to include the pathway, landscape buffer and any additional width necessary for the relocation of utility poles and/or roadway signage.



Above: Priority 2 Separated Path in Cyan

Priority 3 Recommendations:

- A. Provide an 11' wide shared use pathway on the east side of Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate-80, crossing McCue Street, and intersecting the Laramie River Greenbelt.
 - o In order to create a loop with the pathway constructed in Priority 1, this pathway will require pathway users to cross Snowy Range Road from the south side to the north side. This can be done by:
 - Installing modifications to the existing traffic signal on the east side of Interstate-80 at the interstate on and off ramps. Pedestrian push buttons, signal faces, and a cross walk will need to be added.
 - Installing a pedestrian underpass at Garfield Street under Snowy Range Road.



Above: Priority 3 Shared Use Path in Purple

- B. Replace sidewalks to be ADA accessible from Adams Street to Cleveland Street, 5' width minimum. Include a beautification buffer where possible, 2' minimum width, between back of curb and sidewalk.
- C. Replace sidewalks to be ADA accessible on the south side of Snowy Range Road from Colorado Avenue to Cleveland Street, 5' width minimum. Include a beautification buffer where possible, 2' minimum width, between back of curb and sidewalk.

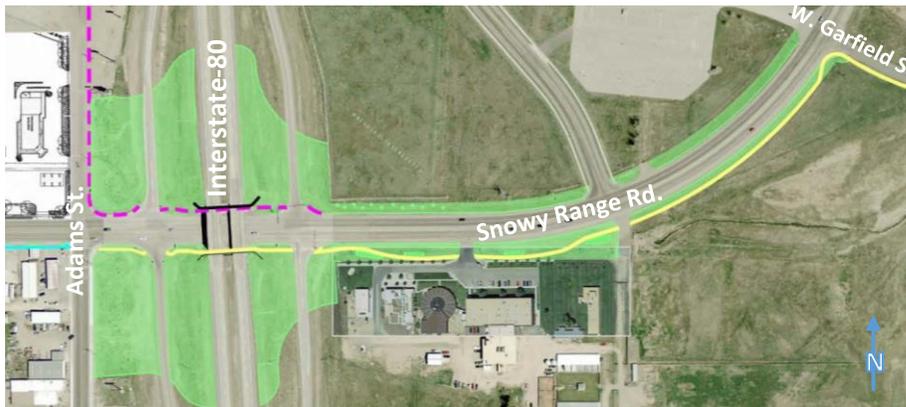


Above: Priority 3 ADA / Sidewalk Improvements in Orange

Recommended Beautification Corridor Improvements:

In an effort to improve major gateways into the community the following recommendations have been made:

- Install landscaping improvements at the Interstate-80 / Snowy Range Road interchange.
- Install landscaping improvements at the Highway 130/230 Intersection. Improvements shall include an art installation with consideration to future WYDOT intersection improvements.
- Installation of the recommended pathway improvements will provide beautification along Snowy Range Road with the proposed landscape buffer.



Above and Left: Beautification Corridor Improvements in Green

History

Transportation Alternatives Program

The City of Laramie Parks and Recreation Department applied for a Transportation Alternatives Program (TAP) Grant for Fiscal Year 2015 in the amount of \$50,000. The application cited that the project type was a “safe routes for non-drivers” and for “pedestrian and bicycle facilities, specifically a multiuse pathway.” The project description stated, “They City of Laramie is seeking funds to develop a detailed action-ready plan for development of a bicycle and pedestrian path along the business corridor of Snowy Range Road in West Laramie.” The description further states, “...the plan proposed in this application is part of a larger enhancements strategy that seeks to accommodate existing and planned growth, encourage economic vitality, increase livability, and improve curb appeal.”¹ As documented in the City of Laramie Council Regular Meeting minutes from February 17, 2015, “The Wyoming Department of Transportation (WYDOT) TAP review committee expressed some concerns regarding placing a bike path along the north side of Snowy Range Road with the existing commercial development. The committee suggested that a feasibility study was a better approach to determine where to plan for a shared use bike path through West Laramie.”² Based on the recommendation to complete a feasibility study, the City of Laramie was awarded a grant of \$50,000 total, which includes a \$10,000 match from City of Laramie. The complete grant application, City Council meeting minutes, and TAP Program Agreement can be found in Appendix A.

Parks and Recreation Master Plan

The portion of Snowy Range Road west of Interstate 80 and east of Hayes Street is the boundary between Service Area 3 and Service Area 12 in the Parks and Recreation Master Plan. The portion of Snowy Range Road between Interstate-80 and Garfield Street is identified as Service Area 17. Recommendations for these service areas include on-street bicycle accommodations on Snowy Range Road and shared use pathways. Additionally, the Parks and Recreation Master Plan identifies both the Interstate-80/Snowy Range Road interchange and Snowy Range Road/Highway 130 as beautification corridors.³

Feasibility Study

The West Laramie/Snowy Range Road Corridor Pedestrian/Bicycle Feasibility Study began in August 2016. The purpose of the study is to investigate the feasibility of bicycle and pedestrian improvements along Snowy Range Road between Garfield and Cleveland Streets. Additional tasks included conceptual plans for beautification of the Interstate-80/Snowy Range Road interchange and the Highway 130/Highway 230 intersection.

¹ Application for Transportation Alternatives Program, Fiscal Year 2015, submitted by Paul Harrison (in Appendix A)

² City of Laramie Council Regular Meeting Minutes, February 17, 2015, page 2 (in Appendix A)

³ City of Laramie Parks and Recreation Master Plan, Adopted February 22, 2016, Certified March 1, 2016, Chapter 5

Study Methodology

Right of Way Survey

Coffey Engineering and Surveying completed the retracement of the right of way of Snowy Range Road between Cleveland Street and Garfield Street. The Record of Survey maps are in Appendix B. Details of the survey include:

1. The centerline of Snowy Range Road from Cleveland Street to Interstate-80 is not parallel with the right of way (ROW).
2. South Side of Snowy Range Road: On the east end, Adams Street, there is 16.1' from the top back of curb to the edge of ROW; while at the west end, Cleveland Street, a portion of the existing sidewalk is outside of the ROW.
3. North Side of Snowy Range Road: On the east end, Adams Street, there is 15.8' from the top back of curb to the edge of ROW; while toward the west end, Johnson Street, there is 25.8' from the top back of curb to the ROW.
4. At the time of the field survey done in conjunction with this feasibility study, beginning at approximately Johnson Street and headed west, remaining physical property boundary monuments were not recovered and there appears to be some discrepancy with where the ROW is in relationship to the existing sidewalk. This is within the location of the horizontal curve in the roadway, as well as at the "Y" intersection of Highway 130 and 230. Dave Coffey, PE/LS, discussed the situation with WYDOT surveyor, Dave Hammond. As this project moves forward WYDOT may need to be engaged to further discuss how to remedy the discrepancies, if necessary.
5. Snowy Range Road has a 100' wide ROW from Cleveland Street to Adams Street.

Wyoming Department of Transportation

Snowy Range Road within the study area is within WYDOT right of way. Any improvements proposed within the right of way must be approved by WYDOT. A meeting was held on September 14, 2016. A complete copy of the meeting minutes is contained in Appendix C. At the time of this meeting no specific recommendations had yet been formulated for improvements along Snowy Range Road. The purpose of the meeting was to present concepts to WYDOT staff members to determine if they would support improvements and to determine what regulations and requirements would need to be followed to ensure that the final recommendations would be acceptable to WYDOT.

WYDOT is in favor of pedestrian and bicycle improvement along Snowy Range Road including wider sidewalk/pathway(s), on-street bicycle lanes, and landscaping. The following must be met to be in compliance with WYDOT requirements:

- Minimum vehicle travel lane width is 11 feet
- On-street bicycle lanes are required to be in both directions in the direction of travel
- All signage must remain but can be relocated as required, with Department approval. Signs may be redesigned but must follow the MUTCD and be approved by the WYDOT Sign Department
- The edge of all signs must be a minimum of 4 feet from back of curb
- All art and beautification items must be outside of the sight triangles

- All landscaping improvements must adhere to Operating Policy 20-1 (Contained in Appendix C)

Additional discussion regarding considerations specific to WYDOT right of way is contained in this report. Refer to the “Considerations” section for a discussion on on-street bicycle lanes; fitting a pathway under the Interstate-80 bridge; and signage.

Public and Community Involvement

As suggested by City of Laramie City Staff, “a feasibility study would engage the West Laramie residents with regard to where they believe a shared use bike path should be located.”⁴ over the duration of this study, multiple means of engaging the public were used.

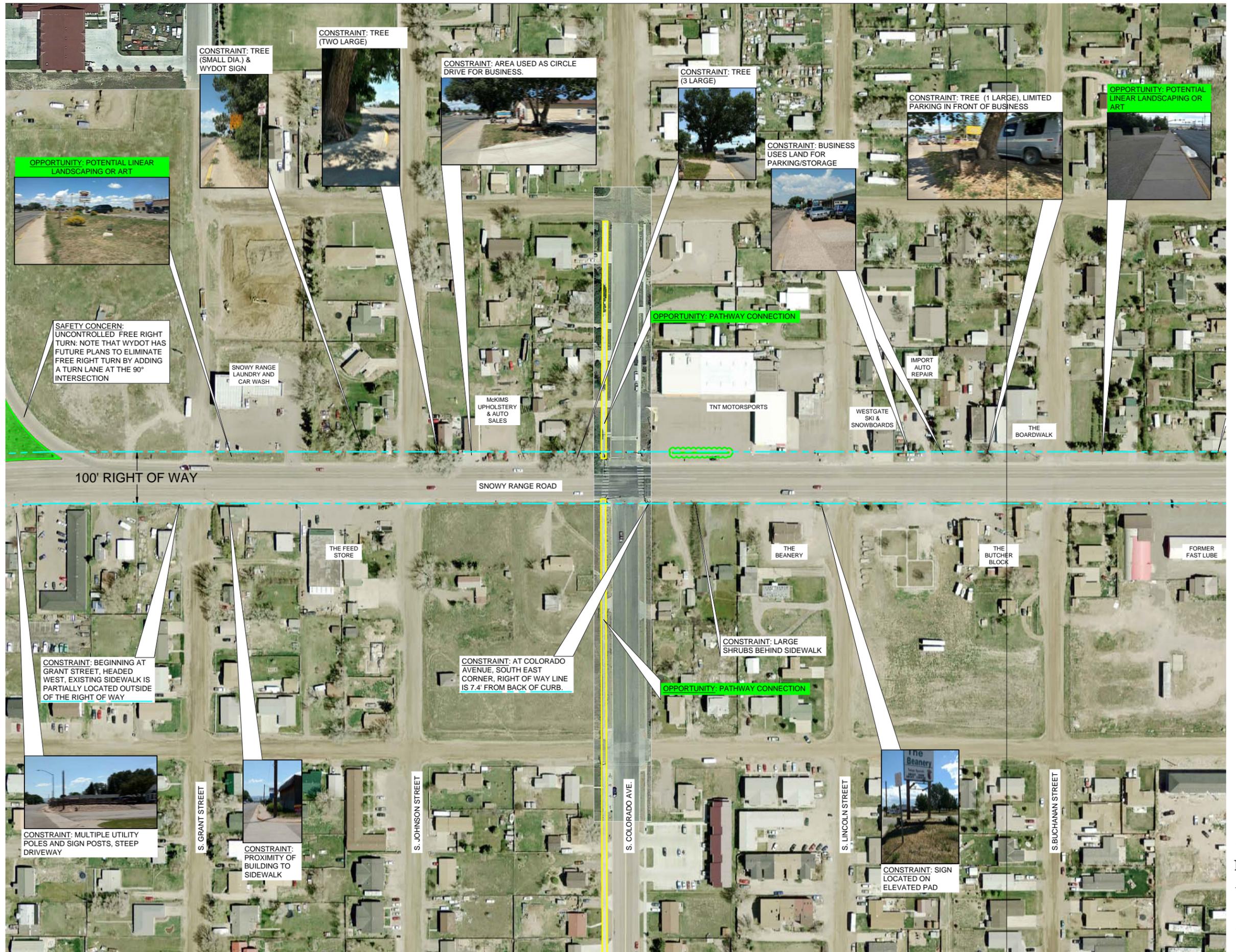
The purpose of the first public meeting was to present the idea of pedestrian and bicycle accommodations along Snowy Range Road and to get an idea from guests as to what type and character of enhancements are desired. Conceptual pathway locations were not presented at this first public meeting. Instead an Opportunities and Constraints map was presented provided as a visual aide. Opportunities for landscaping, art, and trail connections were shown. Constraints were also shown to identify areas where placing a pathway may be more difficult due to obstructions such as trees or signage, narrow available width, steep grades, or narrow right of way locations. The Opportunities and Constraints maps are shown on the following pages as Exhibits 1 thru 3.

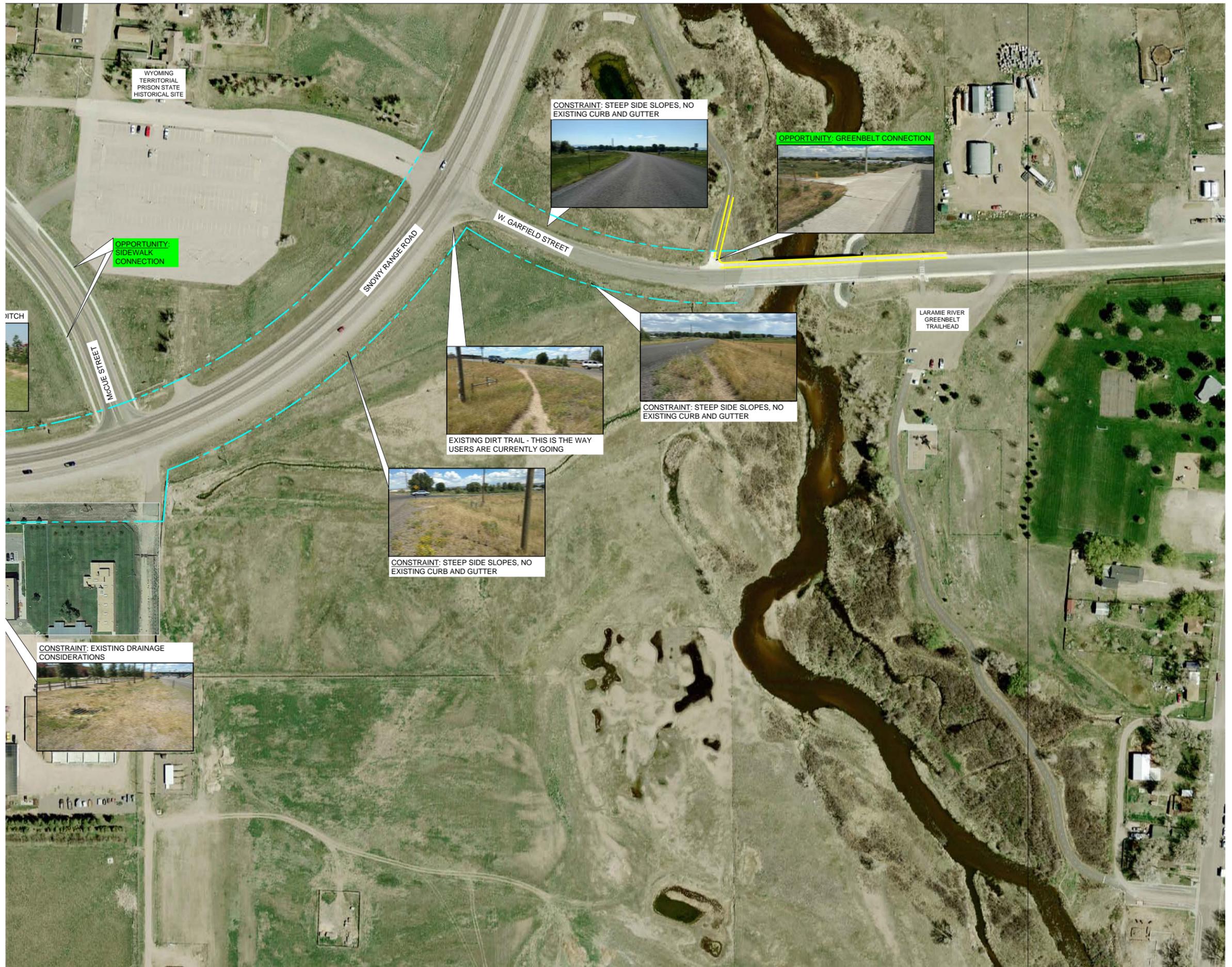
Following the first public meeting the project team met on-site with interested land and business owners along the corridor. Comments from these interactions were used to shape the preliminary conceptual recommendations for pedestrian and bicycle improvements. These preliminary conceptual recommendations were presented at the second public meeting.

Public comments were received at this second public meeting and relayed to the City Council at a work session on November 8, 2016; a Parks and Recreation Advisory Committee meeting on November 9, 2016; a Traffic Commission meeting on November 10, 2016; and a Planning Commission meeting on November 14, 2016. Comments were received from these various committees and incorporated into the feasibility study recommendations. The preliminary conceptual recommendations were also posted online at the Parks and Recreation web site beginning on November 8, 2016. Public comments on the preliminary conceptual recommendations were taken until November 18, 2016.

A complete account of each of these interactions follows the opportunities and constraint maps.

⁴ City of Laramie Council Regular Meeting Minutes, February 17, 2015, page 2 (in Appendix A)





WYOMING
TERRITORIAL
PRISON STATE
HISTORICAL SITE

CONSTRAINT: STEEP SIDE SLOPES, NO
EXISTING CURB AND GUTTER

OPPORTUNITY: GREENBELT CONNECTION

OPPORTUNITY:
SIDEWALK
CONNECTION

SNOWY RANGE ROAD

W. GARFIELD STREET

MOCUE STREET

LARAMIE RIVER
GREENBELT
TRAILHEAD

CONSTRAINT: STEEP SIDE SLOPES, NO
EXISTING CURB AND GUTTER

EXISTING DIRT TRAIL - THIS IS THE WAY
USERS ARE CURRENTLY GOING

CONSTRAINT: STEEP SIDE SLOPES, NO
EXISTING CURB AND GUTTER

CONSTRAINT: EXISTING DRAINAGE
CONSIDERATIONS

Public Meeting No. 1

The first public meeting was held on Wednesday September 21, 2016 from 5:30 – 7:30 p.m. at Linford Elementary School.

The purpose of the meeting was to present the idea of a pathway and beautification improvements to the public and ask for their feedback on potential path locations, path type, and enhancements.

A brief power point presentation was given at 5:30 and 6:30. A copy of this power point and the notes are included in Appendix D.



22 people signed in at the meeting with additional City staff from Parks and Recreation, Planning, Engineering, and consultant team members present. Andi Summerville, City Council Ward 1 representative was also present. Guests were asked how they heard about the meeting. Their responses were: 8 (heard about it from the) Newspaper; 1 Work; 1 Planning Committee Meeting; 2 Mailing; 1 Flier; 1 Facebook. Copies of the sign in sheets are included in Appendix D.

Attendees were given the opportunity to fill out comment forms, draw their own path alignment on a map showing an aerial view of the corridor area, write comments on sticky notes and paste to the large corridor view roll plot, and place red and green voting dots on the displays. The green dots indicated that they were in favor of that item; the red dots indicated that they were not in favor of that item.

Displays included three precedent image boards, a board showing possible pathway typical sections west of Interstate 80, a board showing possible pathway typical sections east of Interstate 80, and a roll plot with an aerial view of the corridor from Cleveland Street to Garfield Street.

A copy of all comment sheets received and additional written comments received by the project team are included in Appendix D.

Summary

- Fitness and commuter bicyclists are in favor of on-street bike lanes on Snowy Range Road.
- No clear option for pathway configuration west of the Interstate was preferred based on the rankings. East of the Interstate, an 11' shared use path was preferred on the south side of Snowy Range Road.
- Wider sidewalks and landscaping are favored along Snowy Range Road with written comments indicating that the south side is favorable because there are fewer approaches/conflict points.
- A shared use pathway is desired to connect to the Laramie River Greenbelt, but responses indicate that a preferred alignment would be under Interstate 80 at Madison Street (existing dirt track path goes from Madison Street to the Laramie River Greenbelt), south on Adams Street, west on Wyoming Avenue, and south Colorado Avenue to connect to the existing shared use path on Colorado Avenue. The reasoning for this alignment was that it would get the

recreational pathway users off of Snowy Range Road which is perceived to be high speed / high traffic and potentially unsafe due to the approaches and trucks accessing adjacent businesses.

- Any beautification efforts along the corridor and at the interchanges would be favored.

Typical Sections were displayed. Guests were asked to place red and green voting dots on these typical sections also. Only a single dot was placed on an 8' wide pathway on both the north and south sides of Snowy Range Road – east of Interstate-80.

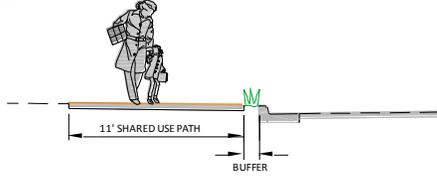
SNOWY RANGE ROAD PATHWAY / BICYCLE OPTIONS

WEST OF INTERSTATE-80

OPTION 1

SHARED USE PATH ON NORTH SIDE OF SNOWY RANGE ROAD

NORTH SIDE OF ROADWAY



POSITIVES:

- IMPROVEMENTS WILL FIT INSIDE EXISTING RIGHT OF WAY

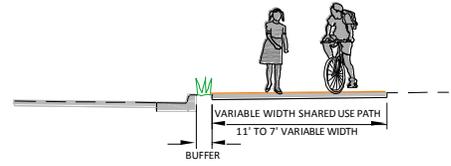
DETRACTORS:

- MORE DRIVEWAYS ON THE NORTH SIDE OF THE ROADWAY CREATES MORE PATHWAY USER AND VEHICLE INTERACTION VERSUS SHARED USE PATHWAY ON SOUTH SIDE OF ROADWAY

OPTION 2

SHARED USE PATH ON SOUTH SIDE OF SNOWY RANGE ROAD

SOUTH SIDE OF ROADWAY



POSITIVES:

- FEWER DRIVEWAYS ON THE SOUTH SIDE OF THE ROADWAY ALLOWS FOR A LESS PATHWAY USER AND VEHICLE INTERACTION VERSUS SHARED USE PATHWAY ON NORTH SIDE OF ROADWAY

DETRACTORS:

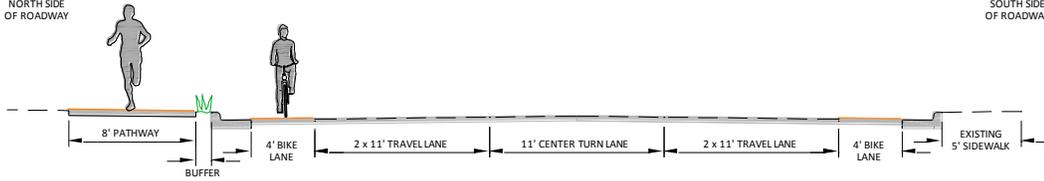
- IMPROVEMENTS WILL NOT FIT INSIDE EXISTING RIGHT OF WAY
- EXISTING BUILDINGS ON SOUTH EAST CORNER OF GRANT ST. AND SNOWY RANGE ROAD, AND FOREST SERVICE BUILDING BETWEEN HAYES ST. AND CLEVELAND ST. WILL ONLY ALLOW FOR A 7' WIDE PATH.

OPTION 3

ON-STREET BICYCLE LANES AND ENHANCED SIDEWALK ON NORTH SIDE OF SNOWY RANGE ROAD

NORTH SIDE OF ROADWAY

SOUTH SIDE OF ROADWAY



POSITIVES:

- IMPROVEMENTS WILL FIT INSIDE EXISTING RIGHT OF WAY
- LESS IMPACT TO LAND USES ON NORTH SIDE OF ROADWAY VERSUS A WIDER SHARED USE PATH
- ON-STREET BIKE LANES ALLOW FOR SEPARATION OF MORE EXPERIENCED RIDERS FROM PATHWAY USERS

DETRACTORS:

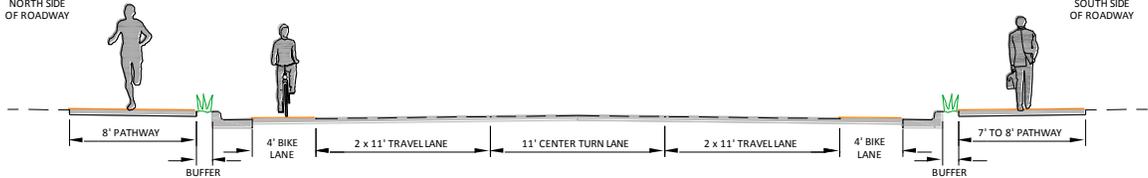
- SIDEWALK WIDTH NOT INCREASED ON SOUTH SIDE OF ROADWAY

OPTION 4

ON-STREET BICYCLE LANES AND ENHANCED SIDEWALK ON BOTH NORTH AND SOUTH SIDES OF SNOWY RANGE ROAD

NORTH SIDE OF ROADWAY

SOUTH SIDE OF ROADWAY



POSITIVES:

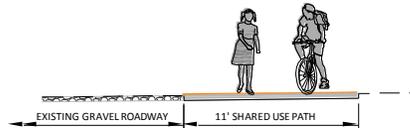
- PROVIDES PATHWAY ON BOTH SIDES OF ROADWAY
- LESS IMPACT TO LAND USES ON NORTH SIDE OF ROADWAY VERSUS A WIDER SHARED USE PATH
- ON-STREET BIKE LANES ALLOW FOR SEPARATION OF MORE EXPERIENCED RIDERS FROM PATHWAY USERS

DETRACTORS:

- IMPROVEMENTS WILL NOT FIT INSIDE EXISTING RIGHT OF WAY
- EXISTING BUILDINGS ON SOUTH EAST CORNER OF GRANT ST. AND SNOWY RANGE ROAD, AND FOREST SERVICE BUILDING BETWEEN HAYES ST. AND CLEVELAND ST. WILL ONLY ALLOW FOR A 7' WIDE PATH.

OPTION 5

SHARED USE PATH ON EITHER MONROE STREET OR HARRISON STREET



DETRACTORS:

- NO EXISTING CURB AND GUTTER TO CREATE SEPARATION BETWEEN VEHICLES AND PATHWAY USERS
- SAFETY CONCERNS AT CROSSING OF SIDE STREETS
- NO EXISTING CURB AND GUTTER TO PREVENT PARKING ON TOP OF THE PATHWAY
- MAINTENANCE CONCERNS FOR DRAINAGE AND SNOW PLOWING
- LESS POTENTIAL FOR INTERACTION BETWEEN LOCAL BUSINESSES AND PATHWAY USERS

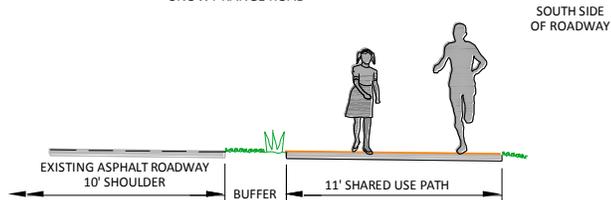
NOTE: BECAUSE OF THE SAFETY AND MAINTENANCE CONCERNS, THIS IS NOT CONSIDERED A VIABLE OPTION UNTIL MONROE AND/OR HARRISON STREETS ARE PAVED.

SNOWY RANGE ROAD PATHWAY / BICYCLE OPTIONS

EAST OF INTERSTATE-80

OPTION A

SHARED USE PATH ON SOUTH SIDE OF SNOWY RANGE ROAD



POSITIVES:

- PATH IS ON SOUTH SIDE OF ROADWAY, ADJACENT TO THE GREENBELT TRAILHEAD
- WIDER PATH ALLOWS FOR SPACE FOR INEXPERIENCED BICYCLISTS TO BE OFF OF SNOWY RANGE ROAD

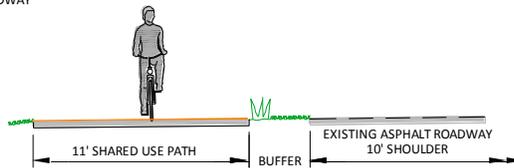
DETRACTORS:

- DOESN'T PROVIDE ACCESS TO EXISTING SIDEWALK AT McCUE STREET - REDUCED CONNECTIVITY

OPTION B

SHARED USE PATH ON NORTH SIDE OF SNOWY RANGE ROAD

NORTH SIDE OF ROADWAY



POSITIVES:

- WIDER PATH ALLOWS FOR SPACE FOR INEXPERIENCED BICYCLISTS TO BE OFF OF SNOWY RANGE ROAD
- PROVIDES ACCESS TO EXISTING SIDEWALK AT McCUE STREET - GREATER CONNECTIVITY

DETRACTORS:

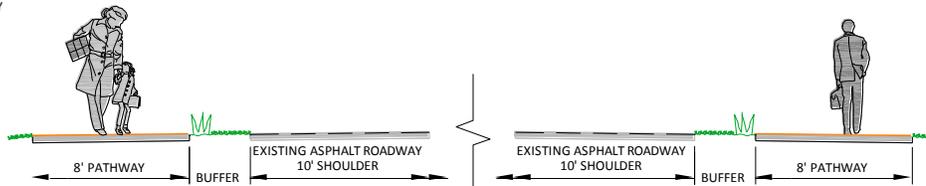
- REQUIRES TRAFFIC SIGNALS AT GARFIELD STREET INTERSECTION TO PROVIDE ACCESS ACROSS SNOWY RANGE ROAD TO CONNECT TO GREENBELT TRAILHEAD

OPTION C

ENHANCED SIDEWALK ON BOTH NORTH SIDE AND SOUTH SIDE OF SNOWY RANGE ROAD

NORTH SIDE OF ROADWAY

SOUTH SIDE OF ROADWAY



POSITIVES:

- PROVIDES PATHWAY ON BOTH SIDES OF ROADWAY - GREATER CONNECTIVITY



FURNISHING & SCULPTURE



Map Comments

A large aerial view Opportunities and Constraints map was displayed, similar to the maps in Exhibits 1, 2, and 3. Guests were invited to write comments on the map. Comments and notes received (going East to West along the route) were:

- The shoulder around the curve here is wide enough even for inexperienced riders. My kids ride there safely. (Along the South side of Snowy Range Rd, east of the intersection with McCue St.)
- Dangerous intersection. (S Taylor St. and Snowy Range Rd.)
- People cross here (Mid-Block between Filmore St. and Taylor St.)
- Buy this for a park. (Property on the SE corner of Pierce and Snowy Range Rd.)
- Sink hole (Mid-Block between Pierce St. & Buchanan St. on the North side of Snowy Range Rd.)
- Sand (East of S. Buchanan St. on the North side of Snowy Range Rd.)
- Just in Hysong's (three buildings on the SE corner of Buchanan St. & Snowy Range Rd.)
- Great Opportunity! Add a Bench & Flowers. (At the Large Tree constraint on the North side of Snowy Range Rd. between Westgate Ski & Snowboard and The Boardwalk)
- Tree must stay! Add a bench (same as above.)
- Add trees, flowers, etc! (at the Sign on elevated pad constraint by the Beanery on the South side of Snowy Range Rd.)

- Put Flowers here. (NE of Snowy Range Rd. and S Colorado Ave, in front of parking for TNT motorsports)
- Keep Trees (NW frontage of Snowy Range Rd. & S Johnson St. in front of residence)
- *Other notes:* Need options for different style of bikers.
- Locations of the Fire station and Linford Elementary identified.

One “Draw Your Own Path” response was received. (It should be noted that several guests were disappointed that the Draw Your Own Path aerial image did not show Washington Street and the existing crossing under Interstate 80 (the old railroad grade crossing.)



- increasing aesthetic of the neighborhood | keeping pedestrian and bicyclists safe
- All on south side

The following is a summary of written comments received:

1. Four viable options have been presented for the location, size, and type of pathway improvements along Snowy Range Road, West of Interstate 80. Please rank these options. 1 indicates your preferred option, 4 indicates your Least Favorite Option. (Results were tabulated such that all rankings for each option were added together. **The lowest score indicates the preferred option by those who responded.**)

| SCORE | OPTION |
|-------|---|
| 20 | Shared Use Path (11' wide) on North side of Snowy Range Road |
| 20 | Shared Use Path (11'-7' wide) on South side of Snowy Range Road |
| 20 | On-Street Bicycle Lanes in both directions and Pathway on North (8' wide) side of Snowy Range Road. |
| 20 | On-Street Bicycle Lanes in both directions and Pathway on North (8' wide) and South (8'-7' wide) sides of Snowy Range Road. |

2. Please tell us about your rankings or describe an alternative:
 - As a cyclist I would really like to see on-street bicycle lanes on north and south side. If only one pathway can exist, having one link to the greenbelt would be preferable.

- I think having access on both sides of the street would be optimal to help reduce pedestrian crossings. Given the gas station on the north, I also think keeping pedestrians on the south would be optimal.
- Bike commuting is our main concern.
- The south side options are preferred as the amount of traffic coming out of Big D Exxon on the north side of the street will be in high volume which might be a detriment to pedestrians/bicyclists.

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options. (Results were tabulated such that all rankings for each option were added together. **The lowest score indicates the preferred option by those who responded.**)

| SCORE | OPTION |
|-----------|---|
| 17 | Shared Use Path (11' wide) on North side of Snowy Range Road |
| 14 | Shared Use Path (11' wide) on South side of Snowy Range Road |
| 17 | Pathway (8' wide) on North and South side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative:

- The shoulder on Snowy Range Road east of the highway is already comfortably wide. I definitely think the focus should be on the west side of the highway.

5. If public art displays can be incorporated into the project, what type of art would you like to see?

- Wood Carvings
- Anything interactive for kids
- It would be fun to have art reflecting the use, like cycling, walking, jogging.
- Murals
- Sculptured bike racks
- Local art, would be great to see what the art majors at the college are producing!
- No art. This town does not know what art work is.

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

- Beware of screens/fences becoming snow fences!
- Signage is important since not everyone might know the area. I'd like to see screening and art to make it more attractive.
- Maps and directions
- Distance markers
- I think basic infrastructure will be most important on the onset. Art and sculptures would be nice additions.
- Pavement markings
- Signage
- Pavement

- Markers
 - Signage
 - Sculptures enhance the aesthetic appeal of any area and I think signs will help if this is to be a pathway to connect both sides of Laramie.
 - None
7. Landscaping enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130/230 Intersection. What type of improvements would you like to see at these locations?
- Will property owners have any say? Will it be consistent?
 - Since the Interstate-80 intersection is really bare would be great to see almost anything, trees, could be planted in areas where traffic line of sight would not be affected.
 - A nicer Welcome to Laramie sign
 - I think landscaping to help screen and beautify would be most optimal.
 - More Trees
 - Removal of garbage
 - Removal of weeds and trash
 - I think putting natural flora and fauna from Wyoming would both spruce up the area and make it a more inviting stretch of interstate/highway. Also, you can never have enough trees!
 - Nice trees
8. General Comments:
- Make for people – walking and on wheels, bikes and horses
 - I am very excited about a shared use path. I live on the west end of Snowy Range Rd and I like to bike with my kids to Optimist Park/the greenbelt trail. Riding on the sidewalk on the south side of Snowy Range Road makes me nervous! It barely feels wide enough for my bike trailer. A wider path would be great.
 - Decrease efforts on Snowy Range Road and move proposed pathway to Wyoming St. The pathway would then run from Snowy Range to the Greenbelt. This move the pathway to a safer location.
 - Possibly develop the dirt path that connects Adams Street to McCue Street along the old railroad grade that goes under the interstate.
 - Would like to see more road maintenance and snow removal.
 - It should be noted that Big D Exxon will be opening a new store with additional fast food places, which will most likely increase traffic on top of the fact that it is a truck stop. Therefore, high pedestrian flow could be potentially dangerous. The south side will also connect in a safer way to the Green Belt as there are no major intersections to cross.
 - Please stop all this dam improvement and leave the peoples property alone.
9. Which of the following best described you? (Please mark all that apply.)
- Homeowner along the proposed pathway (2 responses)

- Business owner along the proposed pathway (1 response)
- Commercial property owner along the proposed pathway (2 responses)
- Homeowner, Business Owner, Employee or Renter in the area (4 responses)
- Potential pathway user (7 responses)
- Other (Please specify): Long time cyclist in Laramie; Live in general area; Live in town

The following are verbal comments received at public meeting 1:

- Wyoming Avenue is better because it has less impacts and less traffic and an underpass under Interstate-80.
- Need a sidewalk to Linford School on the west side of Snowy Range Road so kids don't have to be in the mud to walk or wait for the bus.
- When they widened Snowy Range Road I thought they put in pipes to water landscaping?
- There is an existing sinkhole/chuckhole on both sides of Snowy Range Road at the curb line, between Pierce St. and Buchanan Street. The sidewalk and curb have sunk.
- The existing asphalt in the outside lanes of Snowy Range Road isn't very good, there are several holes and ratty asphalt. (Comment made by a fitness cyclist who bikes on Snowy Range Road.)
- Stretch of Snowy Range Road from Garfield to McCue has high vehicle speeds. Signed at 45 miles per hour.
- There is a concern about more traffic due to the Big D Exxon improvements.
- Traffic signal at Pierce Street is timed very short for folks trying to cross or turn onto Snowy Range Road.
- Because of all the vehicles on Snowy Range Road, it can be hard to turn onto Snowy Range Road from the side streets.

Following public meeting 1 the following comments were received via e-mail:

- From Casey Woods: his bicycle group rode from downtown Laramie to Kiwanis Park without using Snowy Range Road: footbridge over the RR, the greenbelt, Adams St, Venture Dr, Colorado, Johnson, and Wyoming Streets. They used the light at Colorado to cross Snowy Range Road. Some of that route was on dirt streets. Venture Avenue is busy with WyoTech traffic sometimes. With a little striping it could be a fine bike route.
- Letter from Klaus Halbsgut to Councilman Paul Weaver (letter was emailed to project team by Councilman Weaver: concerns listed include:
 - o Detrimental impact on businesses
 - o Unsafe corridor for bike and pedestrian traffic due to vehicle speeds
 - o Benefit cost ratio will render the project a failure
 - o Will lose parking between the existing sidewalk and the fence
 - o A bike path isn't going to bring in businesses or lower taxes
 - o Paving the dirt roads would be a better way to spend money

On-Site visit with home / business owners on Thursday September 29th:

- Roy & Shirley Aiken, 1875 Snowy Range Road:

- Avid bicyclers, bike on Snowy Range Road currently
 - Why is the path ending at Cleveland Street and not at the 130/230 intersection?
 - Concerned about the safety of bicyclers and pedestrians at the 130/230 intersection, crossing the free right turn
 - Prefer a path on Venture Drive or Monroe Street
 - High vehicle speeds are concerning / safety
 - Support on-street bicycle lanes but concerned about the quality of the asphalt on the edge of the roadway
 - Would support implementation of the Idaho Stop Law https://en.wikipedia.org/wiki/Idaho_stop
 - Don't want to maintain the pathway for snow removal
- Crystal & Rob Vogel, The Boardwalk:
 - Does not want to be responsible for snow removal on pathway/sidewalk
 - Concerned about sink holes on the south side of Snowy Range Road
 - Her business can't afford to lose parking
 - Customers with trailers pull in front of the business and take up the entire frontage – needs to accommodate these customers
 - Does not want to lose the large tree in front of the business
 - Does not want to see the trees near her grandmother's old home removed (NW corner of Johnson Street and Snowy Range Road)
 - Biggest concern is the safety of kids who may be using the pathway – vehicles drive way too fast to put a pathway on Snowy Range Road
- Lisa Halbsgut, 1973 Snowy Range Road:
 - Her husband was out of town (Klaus Halbsgut, see his letter to Councilman Weaver)
 - They park cars behind the sidewalk and need that parking for their business (Import Auto Repair)
 - Wants to see development come in, lots of vacant property, would like a grocery store
 - Wants the area to look nice
- Brandon Specht, West Laramie Fly Store:
 - Unsafe area for a path and bike lane because of vehicle speeds and vehicle traffic
 - Prefers a trail on the old rail line (Van Buren) to connect to the greenbelt
 - Supports landscaping improvements at corners
 - Wider pathway would result in difficulty for middle fuel island user to get out, would support a roll over curb between pathway and fuel island.
 - Was told WYDOT ROW would only be used for pipes
 - Would like to move fuel islands to the west, but it is costly (he estimates \$400k) but there is a concern about codes for dispensers and underground tanks

Public Meeting Number 2

The second public meeting was held on Thursday November 4, 2016 from 6:00 – 7:30 p.m. at Linford Elementary School.

The purpose of the meeting was to present the preliminary conceptual pathway ideas and get feedback on those ideas from those in attendance. Additionally, a landscape concept was shown and feedback was requested.

A brief power point presentation was given at 6:10. Following the presentation there were questions and comments made. Visitors were asked to put their comments down on comment forms or in an e-mail. A copy of this power point and the notes are included in Appendix E.

18 people signed in at the meeting with additional City staff from Parks and Recreation, Planning, Engineering, and consultant team members present. Andi Summerville and Paul Weaver, City Council Ward 1 representatives were also present. Guests were asked how they heard about the meeting. Their responses were: 6 (heard about it from the) Newspaper; 1 Hand-delivered Flier; 3 e-mail; 1 Facebook; 2 other/unspecified. Copies of the sign in sheets are included.

Attendees were given the opportunity to fill out comment forms and to write comments on sticky notes and paste to the large corridor view roll plots and displays.

At Public Meeting Number 2 the displays contained conceptual pathway locations, as opposed to Public Meeting Number 1 where the displays did not contain concepts, only opportunities and constraints. Displays included two boards showing preliminary pathway typical sections for Phase 1 and Phase 2 concepts, a roll plot with an aerial view of the corridor from Cleveland Street to Garfield Street with Phase 1 and Phase 2 preliminary concepts indicated, a display showing the Phase 2 shared use pathway preliminary concept north on Adams Street, and a landscape concept board for the 130/230 “Y” intersection and the Interstate-80 Interchange.

A copy of all comment sheets received both during the meeting and following the meeting is included in Appendix E.



Summary:

- Concern over negative impacts to businesses with loss of available space which would be taken up by sidewalk/pathway – particularly to the businesses on the north side of Snowy Range Road, west of Interstate 80, but also a concern for The Butcher Block which is on the south side of the road
- Concern over negative impacts during construction
- Bicyclists are in favor of the on-street bike lanes but concerned about pavement deterioration adjacent to gutter
- Safety of users is a large concern; corridor is perceived as having too many vehicles traveling too fast to be a safe place for a pathway
- Wyoming Avenue or Monroe Avenue is a preferable place for a pathway if those streets were paved

The following is a summary of written comments received:

1. Short Term Improvements for Pathway implementation calls for:
 - a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
 - b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
 - c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer.

- a is good and acceptable, b is unsafe due to high traffic, c would be acceptable
- I like the concept of expanding pedestrian and bicycle access in West Laramie overall. The problem is the existing traffic patterns along the Snowy Range corridor. There are likely other areas that would work better.
- Absolutely, specifically the on-street bike lanes. A great state and I would be satisfied with just these improvements.
- Like the idea of ped/bike improvements. Would prefer to see only Phase 1 improvements to keep northern businesses unimpacted, -OR- look at alternative routes, Snowy Range Road includes too much traffic.
- Not safe for pedestrians or bicyclists. Major impact on businesses on the street. Better ideas I'm sure can be found.
- Too much traffic on Snowy Range Road, you are taking away property, not a good place for a bike path. We see traffic everyday driving too fast and emergency vehicles are running that road A LOT!

2. Long Term Improvements for the Pathway implementation calls for:
 - a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.

- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer.

- No – lets look at an alternate route (Wyoming)
 - Option d has some merit and could possibly be incorporated in another plan. This could be the foundation of a path with more public support.
 - Yes – I think one pathway on either side of Snowy Range would suffice. I like the idea of the pathway north on Adams to Madison then east to McCue.
 - No – Prefer side streets adjacent to Snowy Range for routing.
 - No - Not safe for pedestrians or bicyclists. Major impact on businesses on the street. Better ideas I'm sure can be found.
 - Anything on the north side will require trees to be cut down. Stop! Would you put this on Grand Ave? No!
3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:
- Landscaping of any kind would be good
 - In general landscaping improvements would be a welcome addition to this area of Laramie
 - I'm not terrible concerned with the landscaping improvements as much as the bike safety improvements. If there is money for the landscaping, great, if not, focus on the bike safety and pathways.
 - Landscaping is good. Prefer the money gets spent there.
 - No, let the residents and businesses decide what improvements are needed
 - Yes – these areas are already established. Ok with cleaning up these.
4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.
- This is great, art of any kind would be wonderful if property matched to community sentiment
 - Metalwork
 - Benches, landscaping, gateway/monument signage
 - I prefer trees and flowers
 - Lets use funds for improved infrastructure, fix broken water line – we don't need art to function

5. General Comments:

- Please look at another road – even one road over – possibly Monroe or Wyoming
- Fix the drainage problems on the street during the winter
- The shoulder of the road at its interface with the gutter needs some extensive repairs to allow bicyclists to avoid going too far into the car lanes to avoid these areas
- I like the idea of paving Wyoming Avenue and putting all the bike and pathways there, but I realize that would be much more expensive
- Would a baby step be to paint a bike lane on the street on both sides?
- The idea of improved pedestrian and cyclists access is wonderful. A different approach is required at this time

6. Which of the following best described you? (Please mark all that apply.)

- Homeowner along the proposed pathway (1 response)
- Business owner along the proposed pathway (1 response)
- Commercial property owner along the proposed pathway (0 responses)
- Homeowner, Business Owner, Employee or Renter in the area (4 responses)
- Potential pathway user (1 response)
- Potential bike lane user (3 responses)
- Other (Please specify): Community Member

The following are verbal comments received:

- Too much impacts to businesses during construction, most businesses have one way in and one way out
- 26 businesses along the corridor and 5 also live on their lots
- Lack of parking already
- Would never let my kids ride their bikes down this street, it is a highway – don't put people on it
- Pave Wyoming Avenue
- Residents were told when they were annexed that streets would be paved within 10 years – that hasn't happened.
- Use money to pave streets instead
- Elevation difference between asphalt and gutter is a concern for cyclists
- There is a council board meeting on November 29th from 6-7:30 at City Hall where residents can discuss street paving: this meeting is about the feasibility of a pathway
- Landscaping Plan: Penstemon plants won't grow here because of the salt in the soil

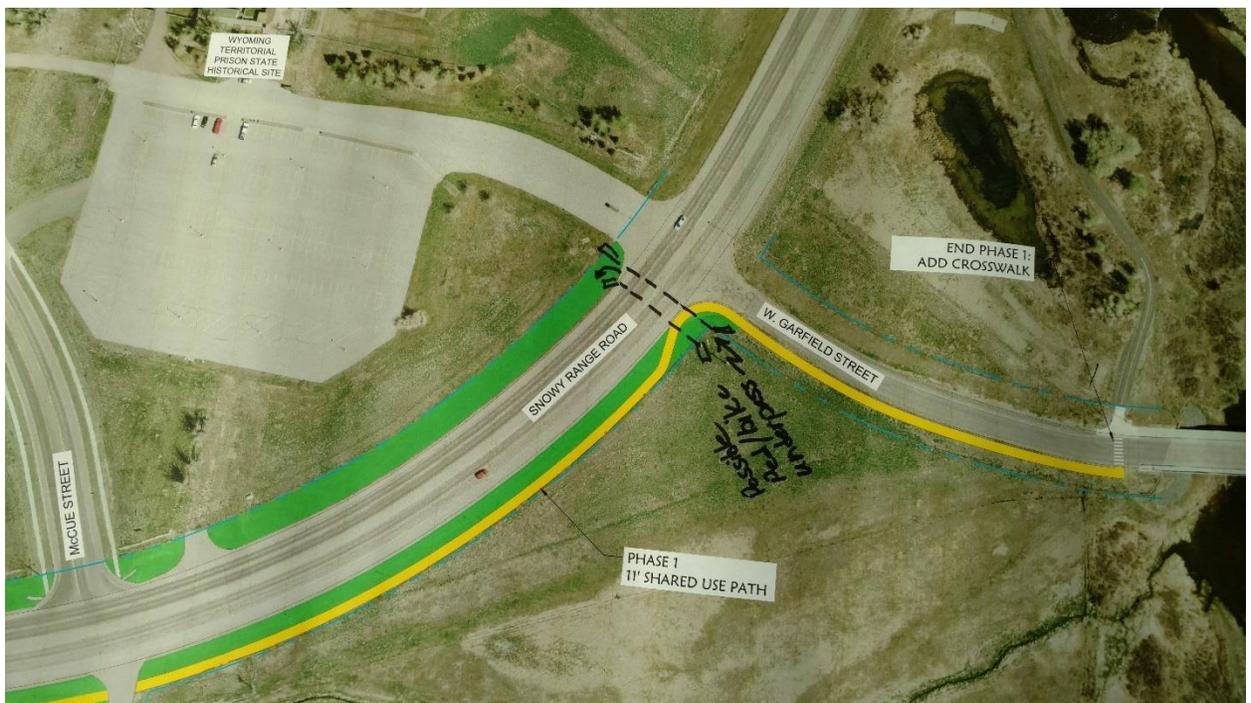
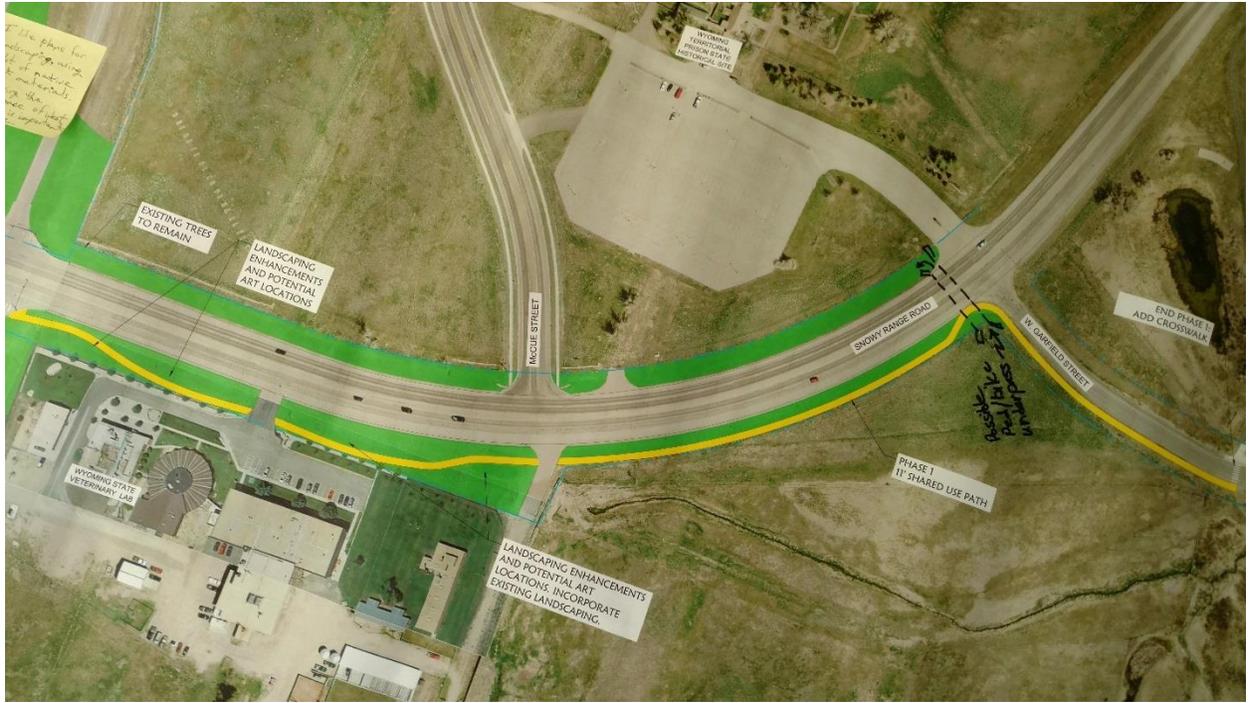
A large roll plot of the corridor was displayed and guests placed comments on the plot. The following comments were placed on the plot (from west to east), photos of the roll plot follows:

- Added sculptures should be in keeping with natural environment, open spaces, not stark contrast
- NW corner of Johnson Street and Snowy Range Road – Landowners trees are planted on north side of fence. They didn't plant the trees in the ROW, they are "WYDOT Trees"

- Hawk light for pedestrians needed at Johnson Street to cross Snowy Range Road
- Please fix the signal timing on Colorado and Snowy Range (several folks commented that there is not enough time to cross Snowy Range Road during the walk cycle.)
- Please fix the asphalt transition along both sides of the road to the bicyclists don't have to go out into the lanes too much
- Fire, ambulance, sheriffs, highway patrol drive 80 mph frequently down this highway
- Thank you for saving the tree and the birds (The Boardwalk)
- Drainage areas need filled (arrow pointing to north side of Snowy Range Road in front of Westgate Ski and Snowboard, Import Auto Repair, and just west of The Boardwalk)
- Snowy Range is too busy of a roadway to put a pathway. It's dangerous! Find a different route
- Fix the sinkholes
- Lots of people jog up and down Pierce with baby joggers sometimes. They avoid Snowy Range Road
- Great place to have lots of people/car accidents
- Expect increased truck traffic (semis) with new truck stop. Narrowing of street lanes a concern. Maybe add bike lanes to one side only?
- I oppose this route down Snowy Range Road. This is unneeded and a poor use of taxpayer money
- Bike path to go up Wyoming Avenue, not Snowy Range
- Good to connect proposed bike paths to existing paths along the Laramie River. Need to include some means of crossing Snowy Range Road.
- You have no \$\$
- I like the plans for landscaping using a lot of native plant materials. Improving the appearance of West Laramie is important to me
- Possible ped/bike underpass (west side of Garfield Street, under Snowy Range Road)







Landscape Plan Board was Displayed:

- Comment says "What about existing trees < 8 years". {Following the meeting Todd Feezer, Director of Parks and Recreation, confirmed that the existing trees are small enough that they could be relocated.}

A

| Plant List | | Penstemon Prairie | | Mesquite Prairie | |
|---------------------|----------------------------------|---------------------------------|----------------------------------|--------------------|--------------------------|
| Scientific name | Common Name | Scientific name | Common Name | Scientific name | Common Name |
| Trees | | Grass | Panicum virgatum 'Shenandoah' | Grass | Bouteloua curtipendula |
| | Quercus macrocarpa | Forb | Penstemon angustifolius | Grass | Bouteloua gracilis |
| Shrubs | | Forb | Penstemon deustus | Grass | Elymus lanceolatus |
| | Artemisia tridentata | Forb | Penstemon strictus | Forb | Krascheninnikovia lanata |
| | Dasiphora (Potentilla) fruticosa | Grass | Schizachyrium scoparium | Forb | Ononthera caespitosa |
| | Shepherdia canadensis | | | | |
| Tall Prairie | | Short Ornamental Prairie | | No Mow Lawn | |
| Grass | Andropogon gerardii | Forb | Artemisia frigida | Grass | Bouteloua curtipendula |
| Grass | Panicum virgatum 'Shenandoah' | Grass | Bouteloua curtipendula | Grass | Bouteloua gracilis |
| Forb | Silphium integrifolium | Grass | Erigeron umbellatum 'Proliferum' | | |
| Grass | Sorghastrum nutans | Forb | Callirhoe ariflora | | |
| | | Grass | Sporobolus airoides | | |
| | | Forb | Yucca glauca | | |

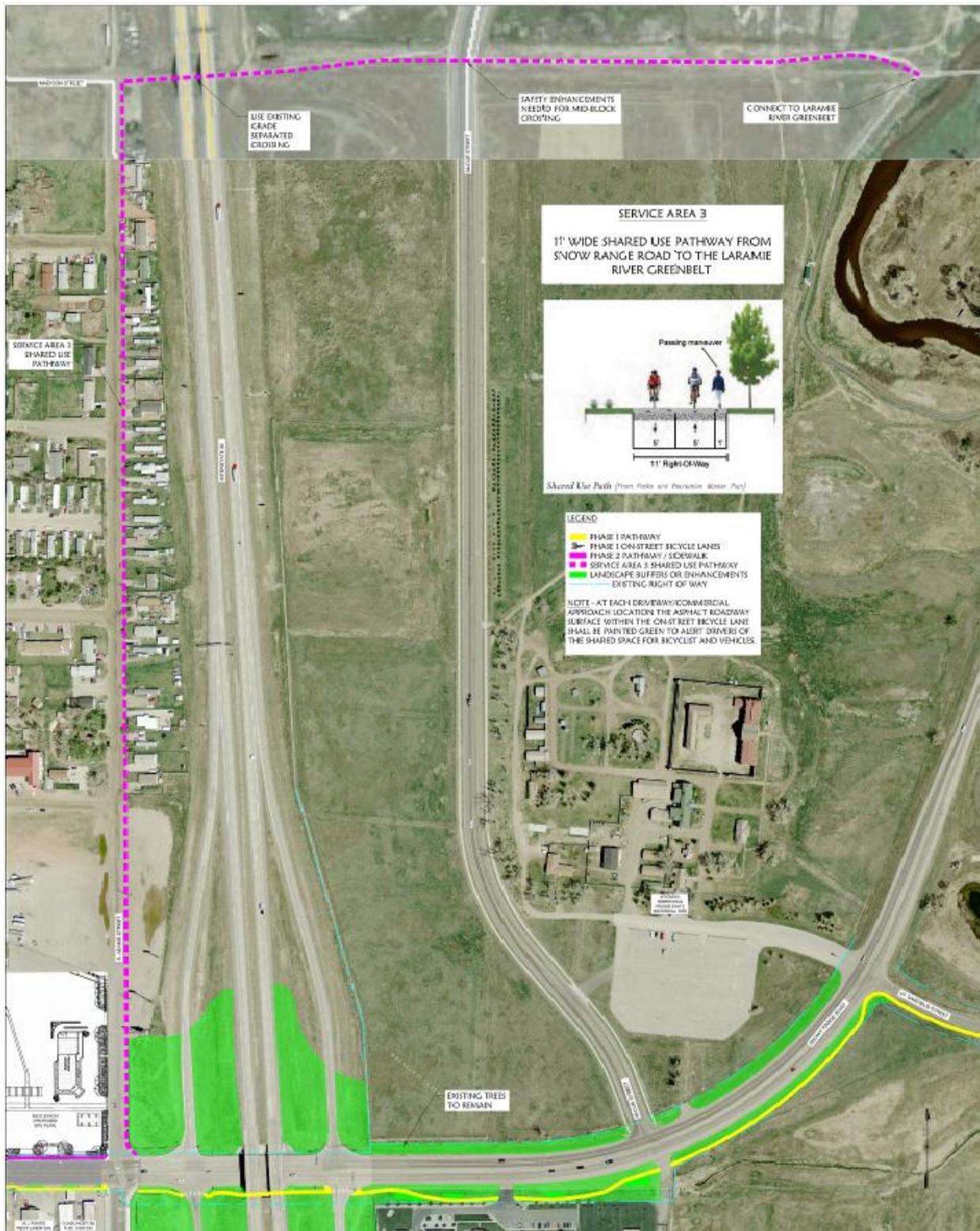
B

Design Intent: Drifts of native wildflowers and grasses flow down the slope from I-80, following a circuitous path that loosely emulates the braided form of the Laramie River.

Plant List (continued from A):

| Scientific name | Common Name |
|-----------------|-----------------------------|
| Grass | Switchgrass |
| Forb | Beardtongue |
| Grass | Scabland Penstemon |
| Forb | Rosky Mountain Beard-tongue |
| Grass | Little Bluestem |
| Grass | Fringed Sage |
| Grass | Sideoats Gramma |
| Forb | Prairie Sulfur Buckwheat |
| Grass | Blanket flower |
| Forb | Alkali sacaton grass |
| Grass | Soapweed Yucca |
| Grass | Blue grama |
| Grass | Thickspike Wheatgrass |
| Grass | Winterfat |
| Grass | Tufted Evening Primrose |
| Grass | Sideoats Gramma |
| Grass | Blue grama |
| Grass | Sideoats Gramma |
| Grass | Blue grama |

Pathway from Adams to McCue to Greenbelt was Displayed (no comments were posted on this board):

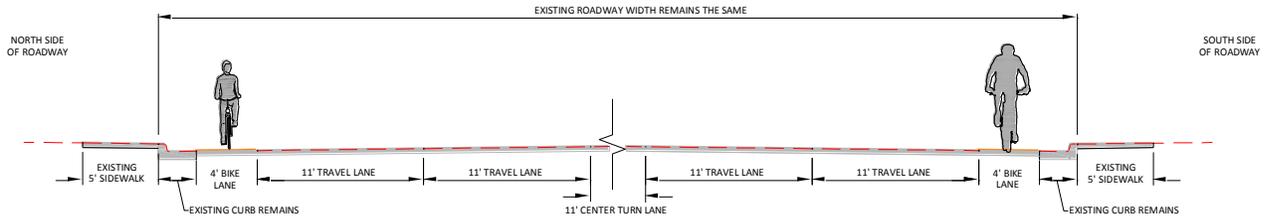


NOTE: This concept was refined for the final recommendations. See Exhibit 5: Sheet C03.

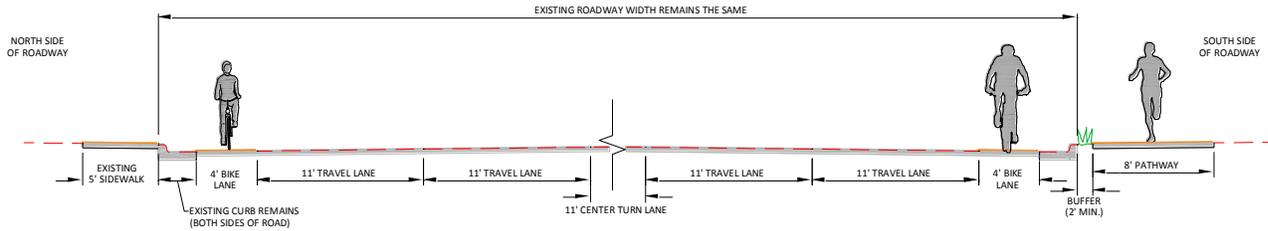
Typical Sections were displayed (no comments were posted on these boards):

SNOWY RANGE ROAD PATHWAY FEASIBILITY STUDY PHASE 1 RECOMMENDATIONS

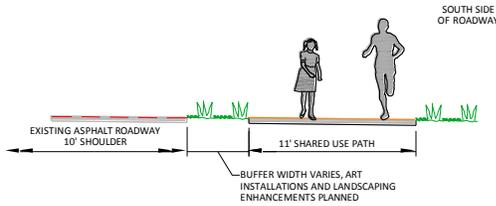
CLEVELAND STREET TO ADAMS STREET RE-STRIPE ROADWAY WITH ON-STREET BICYCLE LANES



COLORADO BOULEVARD TO ADAMS STREET 8' WIDE BUFFERED PATHWAY ON THE SOUTH SIDE OF SNOWY RANGE ROAD - AND - RE-STRIPE ROADWAY WITH ON-STREET BICYCLE LANES



ADAMS STREET TO GARFIELD STREET 11' WIDE SHARED USE PATHWAY ON THE SOUTH SIDE OF SNOWY RANGE ROAD

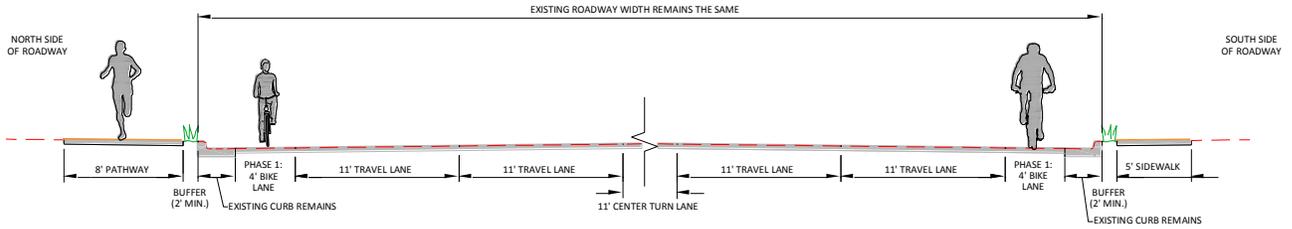


SNOWY RANGE ROAD PATHWAY FEASIBILITY STUDY

PHASE 2 PRELIMINARY RECOMMENDATIONS

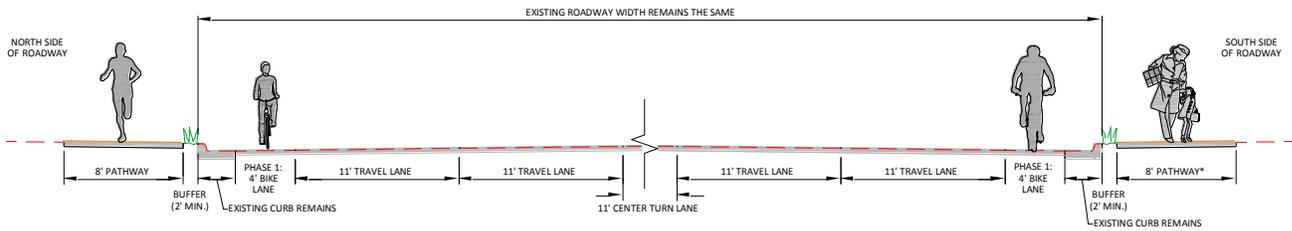
CLEVELAND STREET TO JEFFERSON STREET

8' WIDE BUFFERED PATHWAY ON NORTH SIDE OF SNOWY RANGE ROAD
-AND-
5' WIDE BUFFERED SIDEWALK ON THE SOUTH SIDE OF SNOWY RANGE



JEFFERSON STREET TO ADAMS STREET

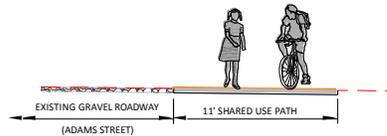
8' WIDE BUFFERED PATHWAY ON NORTH AND SOUTH SIDES OF SNOWY RANGE ROAD



* 8' PATHWAY BETWEEN COLORADO AVENUE AND ADAMS STREET WAS BUILT DURING PHASE 1

SHARED USE PATHWAY

11' WIDE SHARED USE PATHWAY ON THE EAST SIDE OF ADAMS STREET TO EXISTING GRADE SEPARATED CROSSING UNDER I-80, ACROSS MCCUE STREET TO CONNECT TO THE LARAMIE RIVER GREENBELT



City Council Work Session

The feasibility study to date was presented to the City Council at a work session on November 8, 2016.

The purpose of this work session was to present the preliminary study findings and to receive additional comments from City Council Members and meeting attendees.

A brief power point presentation was given. Display boards and roll plots from the previous public meetings were shown to those present and they were asked to provide comments on comment forms or with sticky notes placed on the displays. The power point presentation was a combination of slides from the two public meetings.



The following comments were made regarding this project:

- Children cross Snowy Range Road at Johnson Street to get to Linford School. A HAWK crossing light is needed here as the children do not walk one block to the east to use the light at Colorado Avenue.
- Snowy Range Road is very busy, put the pathway on Madison Street
- Speeding on Snowy Range Road is a problem. Vehicles accelerate as they head west where they can see the 45 mph speed limit sign west of the 130/230 intersection.
- A speed study is needed and efforts made to reduce speeds in this area
- It is important to help move this area forward economically
- Snowy Range Road is an arterial roadway, its purpose is to move traffic
- ADA improvements along Snowy Range Road are desperately needed
- Projects need to be prioritized
- Why does the project go to Cleveland Street on the south side? It should stop at Hayes Street
- It is important to use the existing underpass under Interstate-80 at Madison
- Previous efforts to formalize a path using the underpass at Interstate-80 and Madison (the Hans's Peak Railroad Underpass) indicated that the WyoColo Railroad was in favor of this use but wanted a sign placed at the underpass which listed some of the history of the steam locomotive fleet which historically used this underpass.

Parks, Tree & Recreation Advisory Board

The feasibility study to date was presented to the Parks, Trees & Recreation Advisory Board at the regularly scheduled November 9, 2016 meeting.

The purpose of this presentation was to present the study as a long range planning project and to get comments and feedback from the Commission and meeting attendees.

A brief power point presentation was given, and a discussion followed.

Two comment forms were received from members of this Board:

1. Short Term Improvements for Pathway implementation calls for:
 - a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
 - b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
 - c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer.

- Yes - I enjoyed the figure 8 concept
- Safety is priority #1
- Yes – Alternatives south could be considered
- Stripe it green to make it obvious

2. Long Term Improvements for the Pathway implementation calls for:
 - a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
 - b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
 - c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
 - d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer.

- Yes – Can it attach into new Harney bridge?
- Yes – More bikeways the better, but instead of white separation line make it green for obvious safety.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

- Yes, can we add City of Laramie gateway signs on Interstate-80 exit ramps?
- Yes

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

- Art is great

5. General Comments:

- Stripe green for safety

6. Which of the following best described you? (Please mark all that apply.)
- Homeowner along the proposed pathway (0 responses)
 - Business owner along the proposed pathway (0 responses)
 - Commercial property owner along the proposed pathway (0 responses)
 - Homeowner, Business Owner, Employee or Renter in the area (0 responses)
 - Potential pathway user (2 responses)
 - Potential bike lane user (2 responses)
 - Other (Please specify) (0 responses)

Traffic Commission

The feasibility study to date was presented to the Traffic Commission at the regularly scheduled November 10, 2016 meeting.

The purpose of this presentation was to present the study as a long range planning project and to get comments and feedback from the Commission and meeting attendees.

A brief power point presentation was given and a discussion followed.

Planning Commission

The feasibility study to date was presented to the Laramie Planning Commission at the regularly scheduled November 14, 2016 meeting.

The purpose of this presentation was to present the study as a long range planning project and to get comments and feedback from the Commission and meeting attendees.

The purpose of this presentation was to present the study as a long range planning project and to get comments and feedback from the Commission and meeting attendees.

A brief power point presentation was given and a discussion followed.

Appendix F contains comment forms received from the on-line form at the Parks and Recreation web site, comment forms received from the various Commission and Board meeting, and comments which were e-mailed or mailed throughout the project.

Online Comments

A description of the project and the displays from both of the public meeting was posted online on November 8, 2016. A link on the Parks and Recreation home page directed folks to this information. Guests were asked to fill out a comment form and submit it.

A summary of comments received follows:

- With the new Big D at that intersection, it places pedestrians and trucks in conflict. The trucks will use the walk light to pull into the intersection and they may or may not stop for cyclists or pedestrians; but, at the very least, they will block the westbound traffic until they can cross both eastbound lanes and use the east Interstate-80 exit. Instead of Adams, route traffic north on Pierce to Curtis St. Big D should put a stoplight on the intersection of Taylor to expedite the truck traffic flow onto Snowy Range Rd. and across to Interstate-80.
- I do not agree with the placement of art or a statue at the "Y" of Hwys 130 and 230. RVs and motorhomes already take that turnoff too fast, and their attention does not need to be

further distracted by art. And, I don't see anything done to widen the Hwy 130 turn to make it safe for cyclists to also use that lane as they head out towards Centennial. It's a beautiful ride I've done many times myself; but, the narrowness of the exit lane is frightening.

- Existing non-vehicular facilities connecting West Laramie and the West Side are inadequate. Thoughtful design will decrease bicycle/vehicle conflicts and improve access.
- Bike lanes adjacent to multi-use paths is an excellent option for all users and separates fast bicycles from pedestrians, joggers, skateboarders and slower cyclists. This is an option which may be successful in the Turner Tract, especially near the new high school.
- The West Adams multi-use path is the preferred choice for non-vehicular communication between the West Side and West Laramie. Improvement will enhance E-W access.
- Wyo Tech traffic accessing Interstate-80 East has a high potential for vehicular/bicycle conflicts and needs to be addressed.
- Garfield Ave from the pedestrian bridge to Cedar provides is an excellent opportunity for a “complete street” prototype. Simple and inexpensive improvements can demonstrate future opportunities for remainder of Garfield and Fifth Street.
- Separated bike paths should be avoided unless these are long runs....transitioning across opposing traffic negates any benefit separation provides on relatively short runs.
- Somehow designers have decided curvy bike paths are desirable. These are more decorative than functional.
- Educating the public about contemporary bicycle and vehicular law is critical.

Six comment forms were received:

1. Short Term Improvements for Pathway implementation calls for:
 - a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
 - b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
 - c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer.

- Yes – I like that bike lanes can be added on Snowy Range Road without expanding the pavement. Narrower lanes also serve as a traffic calming measure which will help slow the traffic down. I also like the idea of expanding the shared use pathway from the river path to West Laramie.
- I think the short term ideas are a good start. However, on-street bike lanes are great for adult riders, but still dangerous for kids and adults pulling bike trailers. It is a start, but hopefully not a final answer.
- I believe anything we can do to promote healthy lifestyles, and enjoyment of the outdoors, while at the same time providing a safe environment within which these activities can be carried out is a good thing.

- Yes. People are walking and bicycling along Snowy Range road and Adams Street now, with no protection or separation from the traffic. Prohibiting this use is unenforceable, so it is best to provide whatever safety features possible.
- No, why waste money – Do long term agreements and implements.
- Agree – short term should concentrate first on on-street bike lanes then south side of SRR [Snowy Range Road] followed by the development of the SOUTH side pathways. Additionally, a quick win would be the development of the connector from the LRG [Laramie River Greenbelt] going West under I80 to Madison. This would extend the Greenbelt and be, by far, the safest route to West Laramie.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer.

- I do not think there should be two pathways along Snowy Range. We already have the bike lanes on the road for the commuters. I think a shared use separate pathway should only be located on the South side with a sidewalk for pedestrians on the North side of Snowy Range. The businesses along the North are already too close to the roadway because of previous widening. For beautification on the North you could possibly add planters in areas where they do not hinder parking and driveways for the businesses.
- I think a wider, separated sidewalk on the south side of Snowy Range Rd. is the best solution. The current sidewalk is in poor condition, and barely wide enough to accommodate a bike trailer (I know, I use one!). Then this could hook up with the short-term plan of a pathway between Adams and Garfield Streets. I don't think improvements need to be made on both sides of Snowy Range Rd. if the path on the south side is wide enough. You can pick up the greenbelt trail from the south side at Garfield St. easily enough.
- I would again echo my comments regarding the short term improvements.
- In part I am in favor. The problem on the north side of Snowy Range Rd. is the business use of part of the ROW, so perhaps a modified pathway there initially, until easements can be acquired and people get used to the idea. The south side can accommodate those pathways now. Adams St. needs a pathway and bike lane, and there certainly needs to be something much safer for passing under I80.
- No! Staying away from Snowy Range Road is the best option. The traffic, Techers, fishermen, snowmobilers, will end up killing someone if there are bike lanes on Snowy Range.

- I would not bother with the North side of SRR until all other pathways are completed. An extension of Madison from the connector noted above SOUTH crossing SRR and continuing down to Trihydro would provide a loop back to the LRG and increase the overall greenbelt. The shared use pathway between Adams, under I80 to McCue and east to the LRG parking needs a high priority due to safety concerns on SRR.
3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:
- I like the idea of landscaping.
 - I don't have strong feelings about the landscaping.
 - I still remember how pleased I was with the initial landscaping, and I am even more excited with this expanded plan. It provides a softness to otherwise sterile surroundings. I also think that those passing through on the interstate will be left with a more positive opinion of Laramie.
 - I am in favor. The looks will blend in with our natural areas which are all around the developed area. It will look a bit like countryside, but tidied up and with some organization and color.
 - Yes, it looks very nice.
 - Good placement and use of plantings – low maintenance and water.
4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.
- It should be something that reflects the character of Laramie and Wyoming as a western town in a western state with cowboy ways.
 - I think public art is great, but I don't have strong feelings about where or what kind.
 - I don't have a clear opinion as to what type of art might be incorporated, however, a thought that came to mind when I read this questions was something which represents Laramie happenings or history, as well as, art that captures the western lifestyle and/or ideals.
 - I presume these locations are along Snowy Range Rd. and associated streets. Art should be visible from the street, but not distracting, and I think it should be in keeping with the local area, not too urban in nature. Also, no steel crocodiles!
 - I think it should be a theme of the Snowys – either all animal art / fishing art / rock art / winter art. This art should be touchable and photographic that everyone wants pictures with it, kids want to ride it, etc.
 - I'm not certain about types of art but they could be placed in areas where walkers and bikers can stop (benches?) and rest. They should also not be a distraction for [end of comment]

5. General Comments:

- Keep in mind that too much emphasis on pathways is not applicable in this area. It is important that all modes of travel are accessible and safe but don't over do it with bike lanes and multiple shared use paths. I don't think you will see that much volume of pedestrian and leisure bicycle travel. Granted, there will be some because people will be more inclined to use the access because it will be safer than it is now, but not so much since this is more of a rural part of town. So most likely the pedestrian and leisure bicycle users will be from the West Laramie population which is not that much.
- I've heard that some business owners and residents don't support a bike path, and it's very disappointing. I've lived in West Laramie for 4 years, and I love the peace and quiet, but it's time to admit that our side of town could really use some improvements and beautification. A bike path makes West Laramie more family friendly!
- I am very much in favor of this pathway, and the future possibility of a future figure eight loop. I live in West Laramie, and drive Snowy Range almost daily. I can't tell you how many times I have seen pedestrians making a "dash for it" across the road. Not to mention the number of times I have seen two cars enter the turn lane, only to find themselves facing each other, and each needing to turn beyond the position of the car facing them. Snowy Range is a highly trafficked road, and anything that can be done to improve the safety of the road would be welcomed. Another thing that might help would be a crosswalk in the area of the McDonalds and Fly Store.
- This area is one of the main entrances into Laramie, and we need to make it neater, cleaner looking and more welcoming in a community sense, rather than as a "come into my store" sense. Any beautification will be a great improvement.
- Please think with your engineers and not with your money – do it right.
- Safety and connectivity should be the main drivers as priorities are established.

6. Which of the following best described you? (Please mark all that apply.)

- Homeowner along the proposed pathway (0 responses)
- Business owner along the proposed pathway (1 response)
- Commercial property owner along the proposed pathway (0 responses)
- Homeowner, Business Owner, Employee or Renter in the area (3 responses)
- Potential pathway user (4 responses)
- Potential bike lane user (3 responses)
- Other (Please specify) (1 response)
 - o Former homeowner and frequent user of those roads
 - o PTRAB member

Considerations

The purpose of this feasibility study is to examine two questions: (1) is a pathway along Snowy Range Road feasible, and (2) is Snowy Range Road the right place for a pathway. Using the public input as a guide the following questions and answers were compiled in order to address these two issues.

What are the benefits to placing a pathway on Snowy Range Road?

- C. Pedestrians and bicyclists are using this route already.
- D. Commuter/fitness cyclists are often riding in the roadway within a travel lane.
- E. Pedestrians and recreational cyclists are using the existing 5' wide sidewalk.
- F. A shared use pathway will provide a wider/safer place for the users.
- G. This area has many vacant buildings and lots. Investing in a shared use path could potentially make this area more attractive and possibly promote economic development.
- H. Both Adams Street and Colorado Boulevard have existing pathways at the intersections with Snowy Range Road, placing a pathway along Snowy Range Road will help to create a loop pathway system in this part of Laramie by also connecting to the existing Laramie River Greenbelt Trail.

Can an 11' shared use pathway be placed on Snow Range Road between Garfield Street and Cleveland Street within the existing right of way?

- I. An 11' wide shared use pathway will fit inside the existing right of way on the north side of Snowy Range Road between Garfield Street and Cleveland Street.
- J. There is not adequate right of way on the south side of Snowy Range Road for an 11' wide shared use pathway for the entire length of the study area from Garfield Street to Cleveland Street.

What are the constraints to placing a pathway on the north side of Snowy Range Road?

- K. Concern for safety
 - o There are several approaches on the north side of the road which have high truck and vehicular traffic.
 - o Uncontrolled free right turn at the Hwy 130/230 "Y" intersection has high vehicle speeds.
- L. Impacts to businesses
 - o West Laramie Fly Store: a pathway could limit the ability of users of the middle fuel pump to exit if there are users behind and in front of them.
 - o The Boardwalk: landowner would like existing tree to stay. Placing a pathway around the north side of the tree will significantly reduce parking and eliminate existing truck/trailer parking in front of the store. Landowner is worried about loss of business due to loss of parking.
 - o Import Auto Repair and McKims Upholstery & Auto Sales utilize space within the right of way, between the back of sidewalk and their buildings to park vehicles. An 11' wide shared use pathway would reduce the available space for parking and storing vehicles.
- M. Other impacts/considerations
 - o Existing trees (NW and NE corner of Johnson St, NW corner of Colorado Ave, NW corner of Pierce St) would need to be removed to accommodate a pathway.
 - o Pedestrian signals are needed at the traffic signals at the Interstate-80 ramps on the east side of Interstate-80 to get pedestrians safely across to the south side of Snowy Range Road in order to connect to the Laramie River Greenbelt and Trail Head on Garfield Street.

- Existing configuration under the Interstate-80 bridge would need to be changed to allow for a pathway. This would require the slope paving to be removed and a modular block retaining wall installed such that there would be adequate distance between the back of the piers and the block wall for a pathway.

What are the constraints to placing a pathway on the south side of Snowy Range Road?

- N. Limited right of way width
 - The Forest Service Building between Cleveland Street and Hayes Street, and a privately owned building on the southeast corner of Grant Street are between 7' and 8' from the top back of curb.
 - Permanent easements would be necessary in order to construct a pathway. Easement acquisition has not been discussed with the adjacent landowners.
 - Several existing utility poles and roadway lighting poles would need to be relocated to provide adequate room for a pathway.
- O. Impacts to businesses
 - The Butcher Block: a pathway will widen the existing sidewalk leaving less room for parking in front of this business. Business owner currently can utilize adjacent property for parking because that property is vacant. However, if a business comes in there and the pathway is placed on the south side then the parking availability becomes more limited.

Do those who were involved in this feasibility effort want a pathway along Snowy Range Road?

- P. Many respondents are interested in a pathway which would provide connectivity to the Laramie River Greenbelt Trail and to other trails in the vicinity.
- Q. Commuter and experienced bicycle riders would prefer on-street bicycle lanes so they do not have to share a pathway with pedestrians and less experienced bicyclists.
- R. Safety of pathway users was a large concern.
- S. Many respondents expressed an interest in a pathway located on a roadway parallel to Snowy Range Road as there is less traffic on the side streets, lower vehicle speeds and less business approached.
- T. Many respondents felt that improvements to the sidewalks, ADA accessibility, and appearance of the Snowy Range Road corridor would be beneficial to the existing residents and businesses
- U. Pedestrians and bicyclists are using this route already.

Is an 11' wide shared use path the only option for a pathway?

- V. The Laramie Parks and Recreation Master Plan recommends that a shared use path be 11' wide⁵.
- W. An 8' wide pathway is adequate, especially in locations where more experienced bicyclists have the opportunity to use on-street bicycle lanes.

⁵ City of Laramie Parks and Recreation Master Plan, Adopted February 22, 2016, Certified March 1, 2016, Page 73

Is a pathway on a roadway parallel to Snowy Range Road feasible?

- At this time the only road parallel to Snowy Range Road which is paved is Wyoming Street, and that is paved for three blocks: between Highway 130 and Colorado Avenue.
- There are safety concerns about placing a pathway on an unpaved roadway where side streets intersect:
 - o Many of the intersections do not have stop signs.
 - o A concrete pathway would need to be continuous across side streets to meet ADA requirements. A continuously paved pathway with no curb to delineate roadway intersections lends itself to making the pathway user less aware of intersections and potential vehicle conflicts.
- There are maintenance concerns about placing a pathway on an unpaved roadway:
 - o Without the presence of a curb to delineate parking locations vehicles may park on the pathway, especially during snowy conditions when the pathway location is harder to see.
 - o A pathway on an unpaved roadway is harder to keep clear of gravel and debris.
- These considerations and the feasibility of a pathway on a roadway parallel to Snowy Range Road should be reviewed at such time that a side street is paved.

Is a pathway under Interstate-80 at the Hahn's Peak Railroad Underpass feasible?

- Many respondents expressed an interest in a shared use pathway from Snowy Range Road to Monroe Street, under Interstate-80 at the existing Hahn's Peak Railroad underpass and connecting to the existing Laramie River Greenbelt Trail.
- At this time there are no existing streets paved from Snowy Range Road to Monroe Street. However, because Adams Street has only residential property on the east side of the road and no intersecting side streets on the east side of the road, a pathway on the east side of Monroe Street does not have the same safety concerns as other roadway locations would.
- Maintenance concerns still exist with placing a pathway on an unpaved roadway.
- Adams Street currently has a pathway on the east side, south of Snowy Range Road.
- Because of the close proximity of Adams Street to the Interstate-80 on and off ramps, WYDOT is not in favor of a traffic signal system at the intersection of Adams Street and Snowy Range Road to provide direct access for pathway users across Snowy Range Road. To cross Snowy Range Road pathway users would be directed to the east side of Interstate-80 and the existing traffic signal system at the on and off ramps. Pedestrian push buttons and signal heads will need to be added to this existing traffic signal system.
- City Council member Klaus Hanson mentioned at the November 8, 2016 City Council work session that previous discussions with WyoColo Railroad (who has interest/ownership in this underpass) indicated that they were in favor of a pathway at this underpass location given that a sign be installed at the underpass listing the historic significance of the Hahn's Peak Railroad.
- Consideration needs to be given to a safe mid-block crossing of McCue Street.

On-Street Bicycle Lanes

The existing width of Snowy Range Road between Adams Street and Hayes Street, from edge of gutter to edge of gutter, is 63 feet. Currently the roadway is striped with two travel lanes in each direction and a continuous center turn lane. There is a desire by the bicycling community to have bicycle lanes on

Snowy Range Road. WYDOT will allow 11' travel lane and center turn lane widths between Adams Street and Hays Street. Restriping the existing lanes to be 11 feet wide will allow for 4' bicycle lanes in each direction.

Several comments were received at the public meetings regarding the condition of the asphalt pavement at the outer edge of Snowy Range Road where the 4' bike lanes are to be located. Snowy Range Road has been overlaid such that in several locations the asphalt pavement is higher than the adjacent concrete gutter pan, as shown in the following photos.



Left: North side of Snowy Range Road, east of Lincoln St.



Right: North side of Snowy Range Road, west of Fillmore St.



Left: South side of Snowy Range Road, west of Fillmore St.



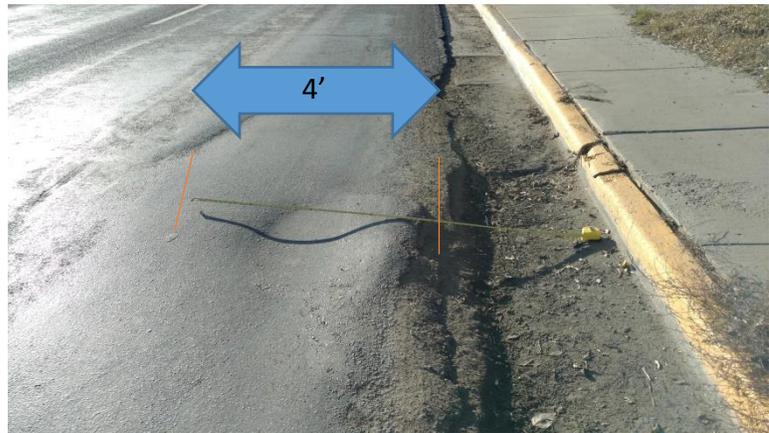
Right: South side of Snowy Range Road, east of Hayes St.

The following locations and images identify areas where bicyclists may have concerns navigating the on-street bicycle lanes. Consideration should be given to repairing the asphalt in the locations where a bicyclist cannot safely maneuver around the damaged areas while remaining inside the striped bicycle lane.



Left: North side of Snowy Range Road: Between Fillmore St. and Pierce St.

Below: Between Pierce St. and Buchanan St. Tape measure extends four feet into asphalt pavement – the width of the proposed on-street bicycle lane.



Below: North side of Snowy Range Road: Just east of Colorado Avenue.

Right: Same location as left photo with tape measure extending four feet into asphalt pavement - the width of the proposed on-street bicycle lane.



Below: North side of Snowy Range Road: Northwest corner of Colorado Avenue with tape measure extending four feet into asphalt pavement – the width of the proposed on-street bicycle lane.

Right: Northwest corner of Colorado Avenue looking east along Snowy Range Road with view of asphalt adjacent to gutter pan and existing manhole in proposed bicycle lane.



Below: North side of Snowy Range Road: manhole at Grant St. intersection.

Right: South side of Snowy Range Road: manhole between Cleveland St. and Hayes St.





Left and Above: South side of Snowy Range Road: damaged asphalt between Cleveland St. and Hayes St.

Above Right: South side of Snowy Range Road: adjacent to valley pan at Hayes St.



Below Right: South side of Snowy Range Road: buried manhole lid and damaged asphalt between Hayes St. and Johnson St.





Above Left: South side of Snowy Range Road: Southwest corner of Johnson St.

Above Right: Same location as left photo with tape measure extending four feet into asphalt pavement – the width of the proposed on-street bicycle lane.



Below and Right: South side of Snowy Range Road: at Johnson St. intersection.





Above: South side of Snowy Range Road:
Southwest corner of Colorado Ave.



Above: Southeast corner of Colorado Ave.

Below: South side of Snowy Range Road: Lincoln St. to Buchanan St.



Right: South side of Snowy Range Road: East of Pierce St.

Below: South side of Snowy Range Road: Buchanan St. intersection.





Left: South side of Snowy Range Road: Water valve at Taylor St.

Above: South side of Snowy Range Road: Adams St. intersection.

Pathway Under Interstate-80 at Snowy Range Road

The existing sidewalk under the Interstate-80 bridge is only 3'-3" wide, from the back of curb to the front face of the existing pier at the narrowest spot. Providing an 11' wide shared use pathway under the bridge will require that the existing slope paving between the bridge piers and the bridge abutment be removed and replaced with a modular block retaining wall. As discussed at the meeting with WYDOT personnel on September 14, 2016 and a subsequent phone call with Mike Menghini, State Bridge Engineer, WYDOT will allow the slope paving to be removed and a modular block wall to be installed in this location if there is adequate horizontal distance to allow for the necessary geogrid and the 11' pathway width. Geogrid material is installed behind a modular block wall and placed horizontally at an engineered length behind the wall and into the soil. Generally, the taller the wall, the longer the horizontal length of geogrid is required. Design of the modular block wall is beyond the scope of this feasibility study but will need to be included in the design of the pathway.

In the event that there is not adequate room between the existing bridge piers and abutment for both the modular block wall and an 11' shared use path, an alternate design will need to be considered. One option is to divide the shared use pathway into two paths: one for eastbound travel and one for westbound travel. This option could utilize the existing 3'-3" wide sidewalk for one direction of travel and construct an additional sidewalk between the piers and the modular block wall at a width which can accommodate the required geogrid and wall design.

A second option is to narrow the width of Snowy Range Road under the bridge. In discussing this option with WYDOT at the meeting on September 14, 2016, they will require two travel lanes in each direction and two left turn lanes. Each of these lanes will need to be 11' wide. Additionally, a 4' shoulder is required in each direction for a total roadway width of 74' edge of gutter pan to edge of gutter pan. The existing width is 80', leaving 6' of roadway width which could be adjusted. To accommodate wider

sidewalks one or both of the curb lines of Snowy Range Road could be adjusted under the bridge. The 6' of available width could potentially be split between both the north and south curb lines, adjusting each by 3'. This would allow for a 6'-6" sidewalk width between the back of curb and the piers on both the north and south sides of Snowy Range Road. Refer to Appendix C for complete minutes from this meeting with WYDOT.

WYDOT should be consulted prior to beginning design of any modifications to Snowy Range Road or to the Interstate-80 bridge at Snowy Range Road.

For the purposes of this feasibility study, the opinion of probable construction cost assumes that the existing slope paving will be removed and replaced with a modular block retaining wall.

Crossing Snowy Range Road

At the time of this study, the only pedestrian crossings of Snowy Range Road within the project area are located at Colorado Avenue and Pierce Street. At each of these intersections the traffic signal system includes pedestrian push buttons and signal faces. This study has shown that there is a desire for the pathway on Adams Street to continue north of Snowy Range Road to the Hahn's Peak Railroad underpass and east to the Laramie River Greenbelt Trail. WYDOT is not supportive of a traffic signal system at Adams Street because of the close proximity to the Interstate-80 east-bound on and off ramps. However, WYDOT has indicated that they would consider a traffic signal at the east-bound ramps (on the west side of Interstate-80). It is likely that placing a signal at the east-bound ramp locations would cause traffic to queue through the Adams Street intersection, however. There is an existing traffic signal system on the east side of Interstate-80 at the west-bound on and off ramps. Modifications to this signal could be made to add pedestrian push buttons and signal faces in order to accommodate a pedestrian crossing of Snowy Range Road. An additional possibility is to construct a pedestrian underpass under Snowy Range Road at Garfield Street. There is a significant vertical elevation difference between Snowy Range Road and the south right of way. The topography in this location lends itself to being an ideal location for a pedestrian underpass. Additional right of way or an easement would be necessary from the property owners on both the north and south sides of Snowy Range Road. At the time of this study those property owners are the University of Wyoming on the south side and the Wyoming Territorial Prison State Park on the north side.

WYDOT Signage

There are several WYDOT highway signs on Snowy Range Road within the project study area. Many of these signs are located within proposed pathway locations. Any sign which is relocated must be placed such that the edge of the sign is 4' from the back of curb to satisfy the most recent AASHTO guidance. AASHTO also recommends that sign panels adjacent to pedestrian facilities be at least 7' high or 2' from the edge of the sidewalk/pathway to the edge of the sign panel. Signage must also be placed such that it is visible to the roadway users. WYDOT requires that all highway signs be placed within the right of way or in a permanent easement. Where existing right of way on the south side of Snowy Range Road is limited, easements will need to be obtained which are wide enough to accommodate not only the pathway improvements but also sign posts. Consideration to these requirements and recommendations shall be given to all signs during the final design phase.

WYDOT permits welcome signs along their right of ways. However, only one welcome sign is permitted per highway coming into a community. Proposed gateway signage shall meet WYDOT requirements and be submitted to WYDOT for review prior to placement.

Existing Trees

Randy Overstreet, City Forester, evaluated the existing trees along Snowy Range Road between Adams Street and Cleveland Street. These trees are located inside or immediately adjacent to the existing right of way and could be impacted by modifications to the sidewalk or by an addition of a pathway.

- 334 Pierce Street (NW corner of Snowy Range Road and Pierce Street): Several smaller/younger trees that appear to have grown from suckers and volunteers. No regular maintenance of the trees is evident.



- 1951 Snowy Range Road (NW corner of Snowy Range Road and Buchanan Street): One larger cottonwood in the parking area of the property is leaning slightly to the north, toward the private property (The Boardwalk). It appears that the tree may be viable if the area around the tree is left undisturbed and protected from damage that may occur from road or sidewalk construction.



- 2159 Snowy Range Road (NW corner of Snowy Range Road and Colorado Avenue): Three cottonwoods, two very large and over-mature.



- 341 Johnson Street (NE corner of Snowy Range Road and Johnson Street): Two large exceedingly over-mature cottonwoods.



- 341 Johnson Street (along Snowy Range Road): One multi-trunk cottonwood east of McKim Upholstery sign in landscaping between parking lot and sidewalk along Snowy Range Road.



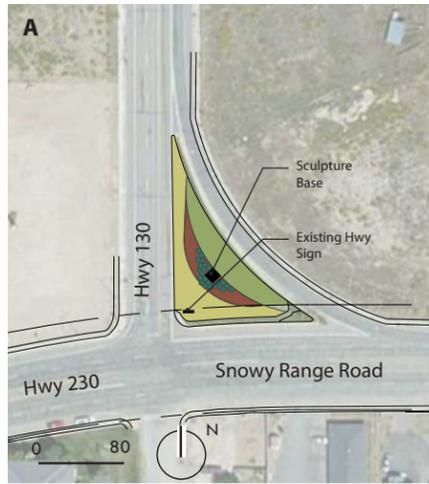
- 2468 Jackson Street (SW side of Jackson/Snowy Range Road and Hayes Street): Two spruce trees on the northwest corner of the US Forest Service building are obstructing visibility of traffic somewhat from the stop sign at northbound Jackson St. on the south side of Snowy Range Road. Recommend removal or cutting of lower limbs to increase sight distance.



Beautification Corridor

The Parks and Recreation Master Plan identifies both the Interstate-80/Snowy Range Road interchange and Snowy Range Road/Highway 130 as beautification corridors. As stated in the Master Plan, “These interchanges are the gateways to our community, and the community believes that these areas should be a showcase, not a deterrent, to what Laramie has to offer as a community.”⁶ A landscape concept has been developed for the project area. This concept provides a low-maintenance plan utilizing drought and salt tolerant plant materials. The design intent being: Drifts of native wildflowers and grasses flowing down the slope from Interstate-80, following a circuitous path that loosely emulates the braided form of the Laramie River. Regular watering will be required to establish the recommended plantings, but irrigation will not be necessary following the establishment period. Existing trees which are located inside the proposed beautification areas can be relocated, provided they are small enough at the time of relocation. Plant material included in the proposed landscape concept can be utilized throughout the corridor in landscape buffer areas provided that the plant material selected is appropriate for the width of the buffer area. Proposed landscaping shall meet WYDOT requirements. Tree placement shall consider spacing for canopy clearance and clearance requirements from any utilities. The proposed landscape concept is included as Exhibit 4 on the following page. A rendering of the proposed beautification and shared use path, from the perspective of Snowy Range Road and Adams Street, looking southeast toward the Interstate-80 interchange, is included as Exhibit 5.

⁶ City of Laramie Parks and Recreation Master Plan, Adopted February 22, 2016, Certified March 1, 2016, Page 87



Plant List

| | Scientific name | Common Name |
|---------------------|---|-----------------------|
| Trees | | |
| | <i>Celtis occidentalis</i> | Common hackberry |
| | <i>Gleditsia triacanthos</i> | Thornless honeylocust |
| | <i>Quercus macrocarpa</i> | Bur oak |
| Shrubs | | |
| | <i>Dasiphora (Potentilla) fruticosa</i> | Shrubby cinquefoil |
| | <i>Shepherdia canadensis</i> | Russet buffaloberry |
| Tall Prairie | | |
| Grass | <i>Panicum virgatum 'Shenandoah'</i> | Switchgrass |
| Forb | <i>Silphium integrifolium</i> | Rosin Weed |
| Grass | <i>Sorghastrum nutans</i> | Indiangrass |

| Penstemon Prairie | | |
|---------------------------------|--|-----------------------------|
| Grass | <i>Panicum virgatum 'Shenandoah'</i> | Switchgrass |
| Forb | <i>Penstemon angustifolius*</i> | Beardtongue |
| Forb | <i>Penstemon deustus*</i> | Scabland Penstemon |
| Forb | <i>Penstemon strictus*</i> | Rocky Mountain Beard-tongue |
| | | Little Bluestem |
| Short Ornamental Prairie | | |
| Grass | <i>Schizachyrium scoparium</i> | |
| Forb | <i>Artemisia frigida</i> | Fringed Sage |
| Grass | <i>Bouteloua curtipendula</i> | Sideoats Grama |
| Forb | <i>Eriogonum umbellatum 'Proliferum'</i> | Prolific Sulfur Buckwheat |
| Forb | <i>Gaillardia aristata</i> | Blanket flower |
| Grass | <i>Sporobolus airoides</i> | Alkali sacaton grass |

| Matrix Prairie | | |
|-----------------------|---------------------------------|-------------------------|
| Grass | <i>Bouteloua curtipendula</i> | Sideoats Grama |
| Grass | <i>Bouteloua gracilis</i> | Blue grama |
| Grass | <i>Elymus lanceolatus</i> | Thickspike Wheatgrass |
| Forb | <i>Krascheninnikovia lanata</i> | Winterfat |
| Forb | <i>Oenothera caespitosa</i> | Tufted evening primrose |
| No-Mow Lawn | | |
| Grass | <i>Bouteloua curtipendula</i> | Sideoats Gramma |
| Grass | <i>Bouteloua gracilis</i> | Blue grama |

All landscaping inside the WYDOT right-of-way shall be in conformance with Operating Policy 20-1 and shall meet the requirements for sight distance at all roadway intersections.

**Penstemon spp.* poisonous to pets: should not be planted adjacent to walkways



Design Intent: Drifts of native wildflowers and grasses flow down the slope from I-80, following a circuitous path that loosely emulates the braided form of the Laramie River.





EXHIBIT 5 – Rendering of Beautification and Shared Use Path: Snowy Range Road and Adams Street, looking southeast

Lighting

Cator, Ruma, and Associates investigated the existing electrical infrastructure and offers recommendations on bringing pedestrian and art installation lighting to the pathway. Lighting types investigated for the pathway include bollard lights and pedestrian luminaires. Lighting types investigated for art installations include flush mounted cans recessed into the concrete with directional lamps and miniature flood lights mounted on concrete pedestals and set above-grade. Final lighting design shall consider the potential for glare from any proposed lighting fixtures which could impact vehicles traveling on roadways.

Appendix G contains the complete lighting study.

Art Installations

Location and Scale

Art pieces provide interest to public areas and are certainly appropriate for the Snowy Range Road Corridor to enhance the beautification corridor as well as to add interest along the proposed pathway. Two sites for potential art installations have been identified as part of this feasibility study: the Highway 130/230 “Y” intersection and along the shared use pathway east of Interstate-80 in front of the University of Wyoming Veterinary Laboratory on the south side of Snowy Range Road. These two locations lend themselves to two different scales of art installations.

The beautification area at the Highway 130/230 intersection is planned for the “Y” shaped open space between the free right turn lane and the standard intersection. An art piece could be added to this beautification area which is a gateway into West Laramie. While this location has an existing 5’ wide sidewalk on the south edge of the “Y” area, the art piece will need to be a larger scale piece which can be easily seen by passing vehicles. In this location a sculpture should have a large sense of “physical presence.” An appropriate scale would be 15’ ± high or a shorter sculpture with a larger mass, perhaps 6’ high. All improvements at this location must meet WYDOT requirements for sight distance and clear zone. The art piece shall be installed such that it is out of the sight triangle and no closer than 4’ from back of curb. It should be noted that WYDOT has long-term plans (no date has been set) to reconfigure this intersection to eliminate the free right turn lane, making it a standard right turn lane at a signalized intersection. When that reconstruction occurs the “Y” shaped open space will be eliminated, however the northeast corner of the intersection would still be public right of way. At that time the art installation and beautification landscaping could be relocated to that corner. A Landscaping Permit will be required from WYDOT prior to installation.

The beautification area adjacent to the Wyoming Veterinary Laboratory will be offset from Snowy Range Road. For this reason, the audience for these art pieces will be tailored to pathway users – “human scale.” These pieces should be no taller than 12’ but could consist of several smaller pieces which are related to a theme. The location for these pieces will be outside the clear zone of Snowy Range Road, but as they are inside WYDOT right of way, a Landscaping Permit will be required from WYDOT prior to installation.

General Considerations

For anyone who has experienced great public art in the world’s cultural centers, its value to the life of the community is unambiguous. Yet memorable art is always difficult to quantify and often controversial at the time of its creation. Typically, it initially challenges prevailing taste or popular imagery but

becomes a distinctive landmark by making us think or feel outside our conventional habits of experience. It may invite us to interpret or “feel” the world around us in new ways. Such work is not always “pretty” or “comfortable” in the conventional sense but may delight or surprise us as we discover its implications over time. Many of the outdoor mural projects in downtown Laramie provide good examples of this. Hence, we would recommend that the [Laramie Public Art Plan](#) be utilized as a well-thought-out, “process starting point” for selecting quality, original art forms for this beautification effort.

Selection of Artists and Specific Artwork

1. For choosing Artists and Artwork, utilize individuals with a knowledge of contemporary public art and art history. They can provide informed perspectives and help avoid pitfalls both with the process of advertising the commission and selecting the specific work.
2. Consider how the artwork will relate to the nature and qualities of the specific site. The artwork should be able to “feel appropriate” to its location in terms of maintaining a successful visual presence regarding differing close-up and distance perspectives, placement and scale, subject matter, concept and expressive character.
3. Consider the Site Preparation as an essential component of the sculpture and its costs. The art in question may require a raised base, flat slab, deep footing structure, modified landscaping or electrical power source.
4. Consider long-term “durability” and maintenance factors. Keep in mind that even the most permanent sculpture can require care and attention and that factors like wind, blowing trash, child safety, water or moisture accumulation, temperature extremes, potential vandalism and structural integrity can play a large role in the overall cost burden of the work.
5. On this same point, a long-term maintenance schedule and budget should be established for each public work.
6. Avoid clichés and cultural stereotypes. Try to select work that displays originality and creative imagination. Great art, typically, reflects the ideas, experience and times in which it is made rather than simply repeating or imitating previous art. [Developing a public art presence in a community, is an opportunity to create an image of distinction for that community.](#) A large collection of bronze illustrations of wild-life, bucking broncos, cowboys and other over-used images simply repeats what many other western towns have done. Certainly, there is room for those forms in Laramie, as well, but if we demonstrate that we are also a community of independent thinkers who support creative expression, it will, in the long run, provide measurable social and economic benefits to all.
7. Many municipalities maintain insurance to cover accidental or intentional damage to its art collection. In many cases the value of an artwork can substantially increase over time thus requiring an increase in coverage. It is likely prudent to institute such a policy or to include it in the existing insurance framework of the city.

Costs

Aside from the maintenance expenses, artwork, especially outdoor public sculpture, will usually be very expensive. Some of the sculpture on the University of Wyoming campus for example has run well beyond \$300,000 for an individual work. It is possible, of course to obtain quality work for much less, but cost and quality are, too often, closely linked. Costs can vary depending on the artist (and his or her established prices) or materials or methods used, type or composition of the work and transportation

and installation requirements. A typical formula for an artist’s fee is equal to one-half of the total fabrication and installation cost. A reasonable cost range for the specific sites identified in this study are listed below. Note that the art locations listed as Mid-Scale could lend themselves to multiple smaller pieces clustered inside a small plaza area at each of the four installation locations. Individual smaller pieces would cost less.

| Scale | Cast Metal or Bronze | Welded Steel Assemblage | Wood or Mixed-Media |
|---|----------------------|-------------------------|---------------------|
| Large Scale: (Highway 130/230 Intersection) | \$90,000 - \$150,000 | \$30,000 - \$60,000 | \$15,000 - \$50,000 |
| Mid-Scale: (Along Shared Use Path at UW Veterinary Lab Frontage) | \$20,000 - \$90,000 | \$15,000 - \$40,000 | \$8,000 - \$30,000 |

Lighting at each art installation would be appropriate. Refer to the “Art Lighting” section on Page 4 of the Cator, Ruma and Associates investigation located in Appendix G.

Amenities

Throughout the feasibility study process an interest has been expressed in placing various amenities along the pathway. These amenities include benches, signage, trash receptacles, bike racks and screening/fencing. At public meeting number one, the attendees were asked to identify the types and styles of amenities which they favored.

Signage

Signage can be simply a means of identifying a pathway – a means of letting users know that they are still on the pathway. This can be especially helpful when pathways are in an urban area where there are intersecting sidewalks or pathways. Signage can also contain information about the network of pathways and provide information to users such as distance traveled and distance to points of interest or intersections with other pathways. The following images received favorable responses from the meeting attendees:

can result in parking lot users encroaching on the sidewalk. It can also make it more difficult for vehicles to identify access to and from the parking lot. Prior to installation of any screening and/or fencing, consideration shall be given to snow removal and potential snow drifting. The following images received favorable responses from the meeting attendees as a way to separate the pathway from parking areas:



The following images received favorable responses from the meeting attendees for fencing installations:



Economic Development

The future of the Snowy Range Corridor could be greatly improved through a coordinated economic enhancement strategy. Coordinating the physical improvements to the area, along with some economic development initiatives could help to define the area as “Laramie’s Trailhead” or “Gateway to Adventure.” This concept was loosely generated through discussions between staff and took into account public sentiment for enhancing the overall vitality of the area.

First and foremost, designation of the area as a unique place in Laramie would help to signify that the area is a distinct location in the community. Building off this theme will help to guide incremental action steps toward making improvements that, over time, will improve both the physical and economic vitality of the area. Similar to the approach that Main Street uses for downtown, a revitalization strategy could be a positive next step.

As this feasibility study was being completed the Big D Exxon on the northwest corner of Adams Street and Snowy Range Road was being rebuilt. Site improvements include a new building, landscaping, and new sidewalk that is offset from the curb with landscaping. Improvements such as this add to the overall aesthetic appeal of the Snowy Range Road Corridor, as well as the economic strength when coordinated throughout the corridor. Research has shown that making improvements, such as constructing pathways and adding landscaping, increases property values within the area. Appendix H contains a list of references with information and research discussing how recreation improvements such as pathways, trails, and bicycle facilities can lead to economic development.

Opportunities for funding of larger, coordinated efforts could include application to the Wyoming Business Council (WBC) for planning funds that would enable a multidisciplinary investigation of strategies that might enhance business opportunities in the area. Due to the area’s location as a gateway to recreational amenities, as well as a highly visible interchange on Interstate-80, the physical appearance of the area could greatly enhance the number of vehicles exiting and spending in the area. Further funding strategies that could be explored are: establishment of a Business Improvement District that would help area owners collaborate in leveraging assets to move forward, and/or a future 6th Penny Optional Sales Tax Project for enhancements.

With a major corridor redevelopment some key tips to keep in mind are:

- Ensuring a project manager can be on site to maintain regular communication with business owners. Weekly emails with next steps and closures are also helpful.
- If parking is going to be reduced or eliminated, look to setting up an interim or permanent parking solution (i.e. an open lot mid-block) *before* construction and closures begin.
- Increase the amount of signage and routing signage to communicate businesses are open.
- Consider relaxing other code requirements during construction (i.e. allow additional temporary business signage during construction).

Recommended Steps to Further Coordinated Economic Development:

Step 1: Convene a gathering of interested businesses

Step 2: Complete a visioning session or strategic plan for the area

Step 3: Create a formalized identification for the District

Recommendations

Many people are currently using Snowy Range Road to bike or walk. It is recommended that improvements be made to make this route safer for the existing users, to encourage additional users, and to make this area more aesthetically appealing.

The feedback received throughout the feasibility study was used to shape the following recommendations. Plan sheets displaying the recommendations are included as Exhibit 5 at the end of this section starting after page 67.

Priority 1 Recommendations:

- A. Provide an 11' wide shared use pathway along the south side of Snowy Range Road between Adams Street and Garfield Street. Pathway shall be separated from the edge of roadway with a landscape buffer.
 - This shared use pathway will begin at the Laramie River Greenbelt Trailhead at Garfield Street and end at Adams Street where it will connect to the pathway on the east side of Adams Street at Snowy Range Road.
 - An 11' wide pathway on the south side of Snowy Range Road will match the location of the proposed Harney Street Bridge improvements designed by WYDOT which includes a 10' wide shared use path on the south side of Snowy Range Road to the west side of the Laramie River Bridge.
 - Consideration should be given to extending the pathway at either 10' or 11' wide, from Garfield Street headed east to the west side of the proposed Laramie River bridge, as that is where WYDOT's planned 10' wide pathway improvements end.
 - Separation is recommended to be 2' wide at a minimum and consist of landscaping to both create space between pathway users and vehicular traffic as well as to add to the aesthetic appeal of the corridor.
 - Place art installations adjacent to the pathway in front of the University of Wyoming Veterinary Lab on the east side of Interstate-80.
- B. Provide 4' wide on-street bicycle lanes on Snowy Range Road between Cleveland Street and Adams Street in both the east-bound and west-bound directions.
 - Existing travel lanes and center turn lane on Snowy Range Road shall be restriped to be 11' wide. It is to be noted that restriping of Snowy Range Road will not occur until WYDOT has a resurfacing project in this area.
 - Pavement within the bicycle lanes shall have Methyl Methacrylate (MMA) Acrylic bike lane green applied to the asphalt pavement within the bicycle lanes in front of each residential and commercial driveway approach and across the free right turn lane at the Highway 130/230 intersection to alert drivers to potential vehicle/bicycle conflict locations.

Priority 2 Recommendations:

- A. Provide an 8' wide separated pathway along the south side of Snowy Range Road from Adams Street to Colorado Avenue. Pathway shall be separated from the curb with a landscape buffer to the greatest width possible given the available right of way width, but in no case shall be less than 2'.

- This pathway will begin where the Priority 1 pathway ended – at the connection to the existing Adams Street pathway. It will end at the connection to the existing Colorado Avenue Pathway.
- Between Pierce Street and Colorado Avenue permanent easements will be required as the existing right of way is too narrow to allow for an 8' wide pathway and 2' wide landscape buffer. Easement widths will need to be wide enough to include the pathway, landscape buffer and any additional width necessary for the relocation of utility poles and/or roadway signage.

Priority 3 Recommendations:

- A. Provide an 11' wide shared use pathway on the east side of Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate-80, crossing McCue Street, and intersecting the Laramie River Greenbelt.
 - In order to create a loop with the pathway constructed in Priority 1, this pathway will require pathway users to cross Snowy Range Road from the south side to the north side. This can be done by:
 - Installing modifications to the existing traffic signal on the east side of Interstate-80 at the interstate on and off ramps. Pedestrian push buttons, signal faces, and a cross walk will need to be added.
 - Installing a pedestrian underpass at Garfield Street under Snowy Range Road.
- B. Replace sidewalks to be ADA accessible on the north side of Snowy Range Road from Adams Street to Cleveland Street, 5' width minimum. Include a beautification buffer where possible, 2' minimum width, between back of curb and sidewalk.
- C. Replace sidewalks to be ADA accessible on the south side of Snowy Range Road from Colorado Avenue to Cleveland Street, 5' width minimum. Include a beautification buffer where possible, 2' minimum width, between back of curb and sidewalk.

Recommended Beautification Corridor Improvements:

In an effort to improve major gateways into the community the following recommendations have been made:

- Install landscaping improvements at the Interstate-80 / Snowy Range Road interchange.
- Install landscaping improvements at the Highway 130/230 Intersection. Improvements shall include an art installation.

Installation of the recommended pathway improvements will provide beautification along Snowy Range Road with the proposed landscape buffer.

Maintenance:

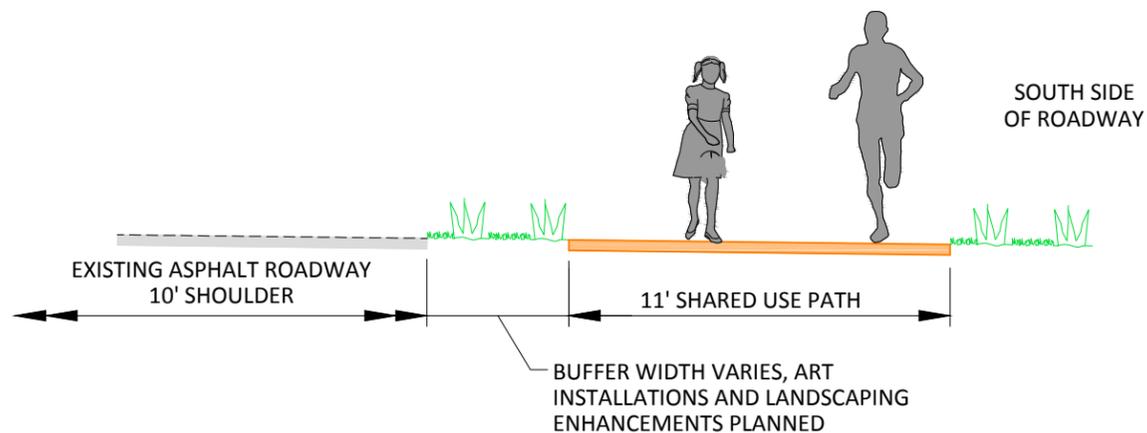
Laramie Parks and Recreation Department will maintain all pathways that are 8' in width and wider. Pathway maintenance includes snow removal and sweeping. Laramie Parks and Recreation Department will also maintain all beautification areas including the landscape buffer between the back of curb and the pathway and the beautification areas adjacent to Interstate-80 and the Highway 130/230 intersection. Beautification areas will require watering until plantings are established.

Opinion of Probable Costs:

An opinion of probable costs has been developed for each of the priority pathway projects, beautification improvements, and amenities. These costs are included in Appendix I.

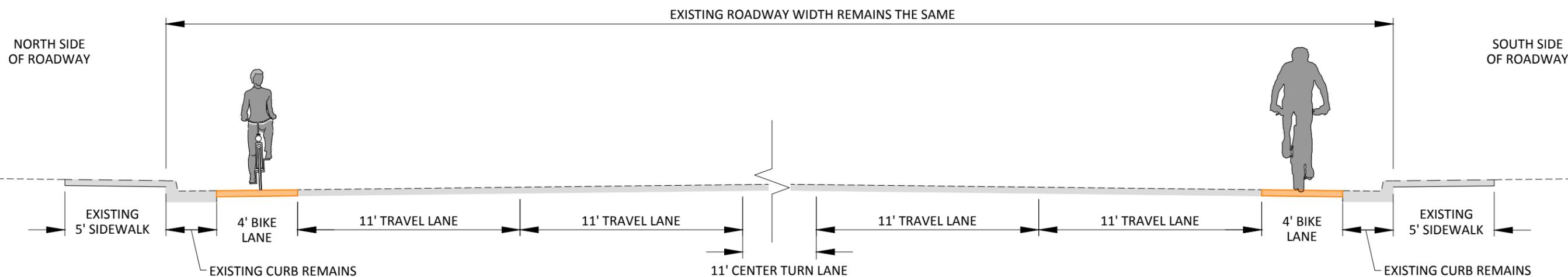
PRIORITY 1: 11' WIDE SHARED USE PATHWAY

SOUTH SIDE OF SNOWY RANGE ROAD, GARFIELD STREET TO ADAMS STREET



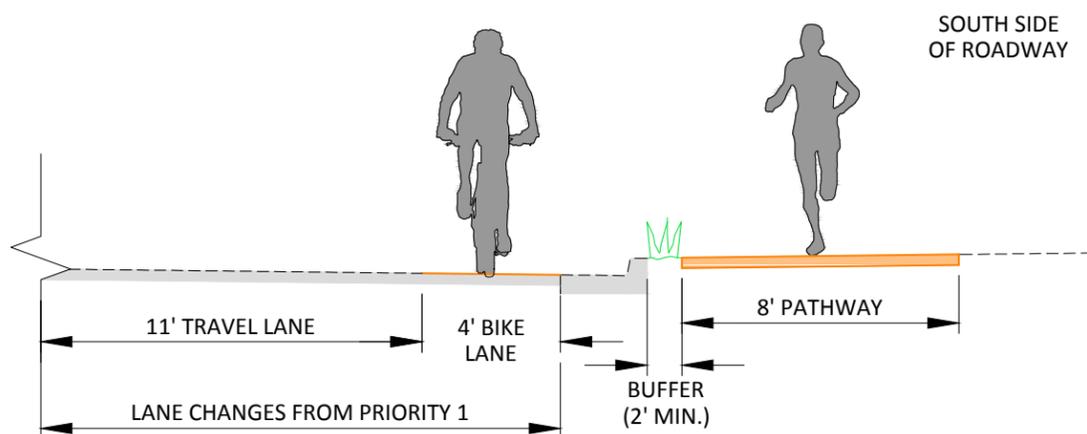
PRIORITY 1: RE-STRIPE SNOWY RANGE ROAD WITH ON-STREET BICYCLE LANES

ADAMS STREET TO HIGHWAY 130



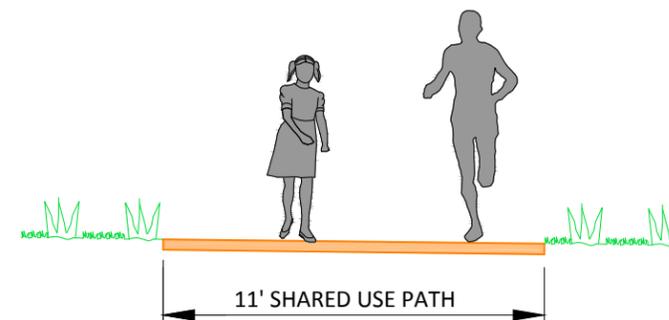
PRIORITY 2: 8' WIDE BUFFERED PATHWAY

SOUTH SIDE OF SNOWY RANGE ROAD, ADAMS STREET TO COLORADO BOULEVARD



PRIORITY 3: SHARED USE PATHWAY

EAST SIDE OF ADAMS STREET FROM SNOWY RANGE ROAD TO MADISON STREET, EAST UNDER INTERSTATE-80, ACROSS McCUE STREET TO LARAMIE RIVER GREENBELT TRAIL



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TYPICAL SECTIONS

WEST LARAMIE / SNOWY RANGE
ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

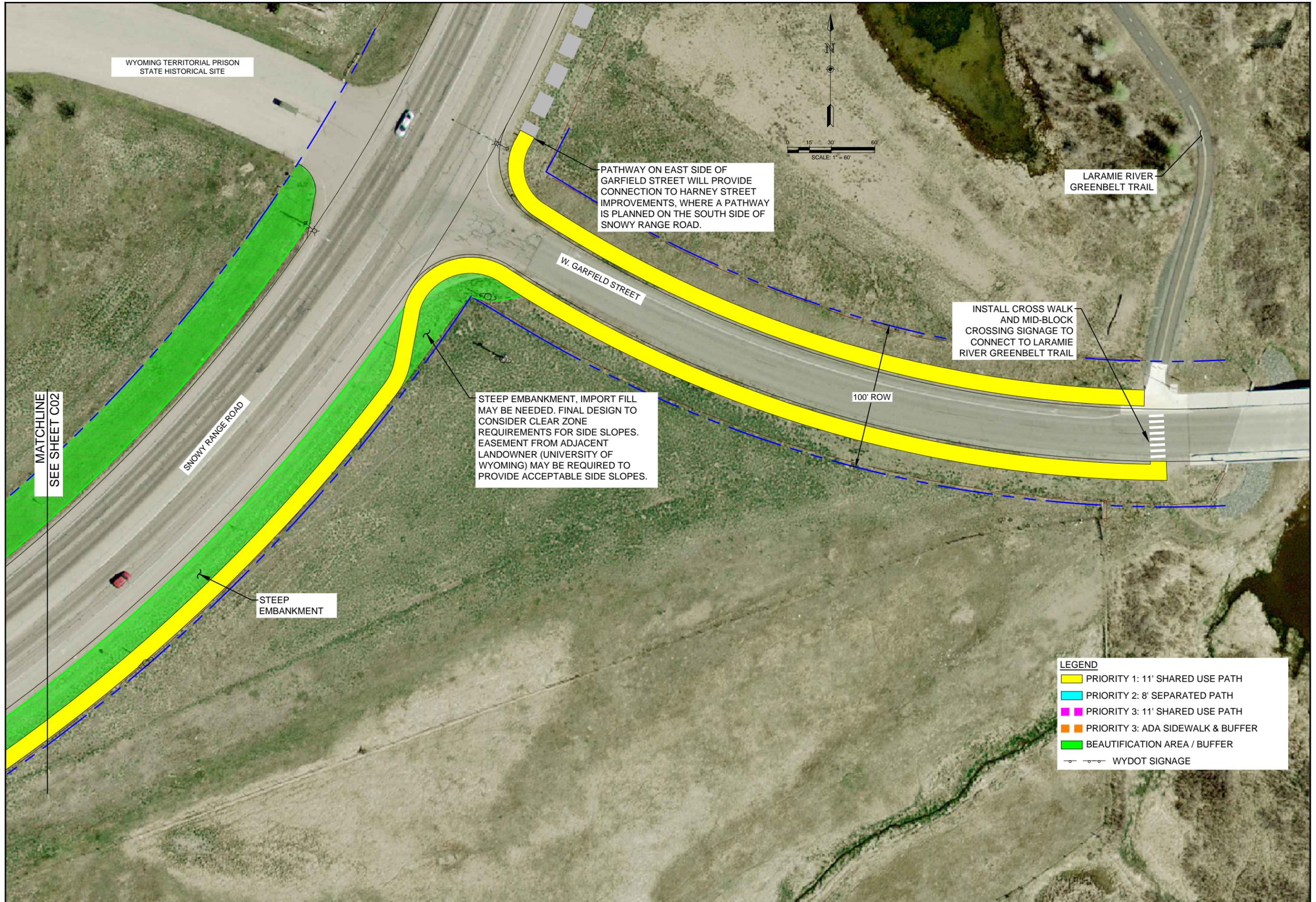
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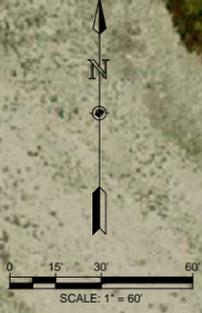
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WYOMING TERRITORIAL PRISON
STATE HISTORICAL SITE



PATHWAY ON EAST SIDE OF
GARFIELD STREET WILL PROVIDE
CONNECTION TO HARNEY STREET
IMPROVEMENTS, WHERE A PATHWAY
IS PLANNED ON THE SOUTH SIDE OF
SNOWY RANGE ROAD.

LARAMIE RIVER
GREENBELT TRAIL

INSTALL CROSS WALK
AND MID-BLOCK
CROSSING SIGNAGE TO
CONNECT TO LARAMIE
RIVER GREENBELT TRAIL

W. GARFIELD STREET

100' ROW

STEEP EMBANKMENT, IMPORT FILL
MAY BE NEEDED. FINAL DESIGN TO
CONSIDER CLEAR ZONE
REQUIREMENTS FOR SIDE SLOPES.
EASEMENT FROM ADJACENT
LANDOWNER (UNIVERSITY OF
WYOMING) MAY BE REQUIRED TO
PROVIDE ACCEPTABLE SIDE SLOPES.

SNOWY RANGE ROAD

STEEP
EMBANKMENT

MATCHLINE
SEE SHEET C02

LEGEND

- PRIORITY 1: 11' SHARED USE PATH
- PRIORITY 2: 8' SEPARATED PATH
- PRIORITY 3: 11' SHARED USE PATH
- PRIORITY 3: ADA SIDEWALK & BUFFER
- BEAUTIFICATION AREA / BUFFER
- WYDOT SIGNAGE

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AYRES
ASSOCIATES

CONCEPTUAL PLAN
(NOT FOR CONSTRUCTION)

WEST LARAMIE / SNOWY RANGE
ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

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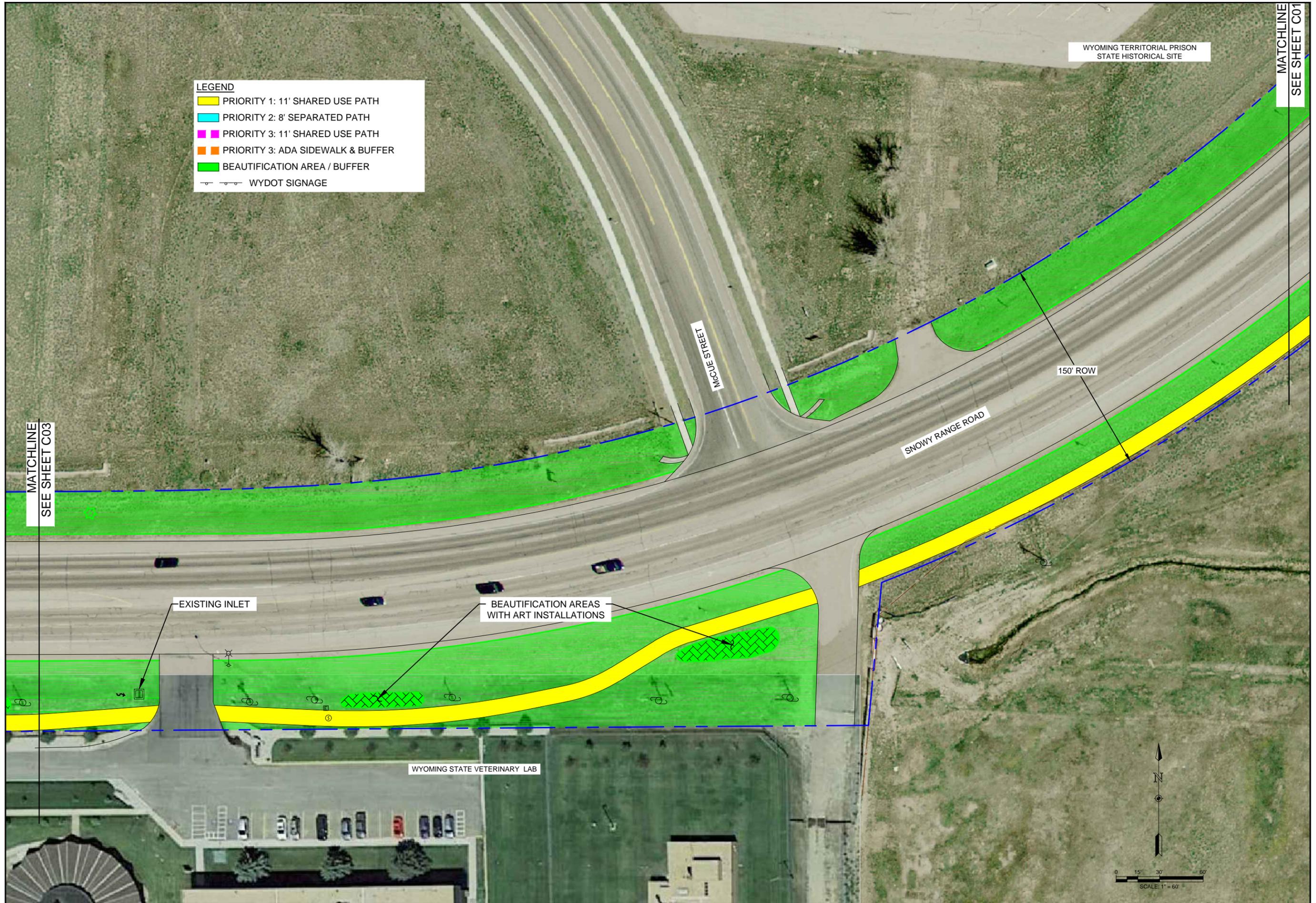
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C01

SHEET 2 OF 8

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LEGEND

- PRIORITY 1: 11' SHARED USE PATH
- PRIORITY 2: 8' SEPARATED PATH
- PRIORITY 3: 11' SHARED USE PATH
- PRIORITY 3: ADA SIDEWALK & BUFFER
- BEAUTIFICATION AREA / BUFFER
- WYDOT SIGNAGE

MATCHLINE
SEE SHEET C03

MATCHLINE
SEE SHEET C01

WYOMING TERRITORIAL PRISON
STATE HISTORICAL SITE

POCUIE STREET

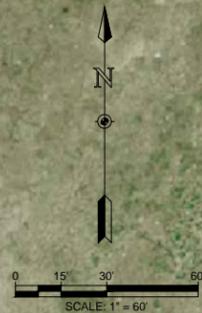
SNOWY RANGE ROAD

150' ROW

EXISTING INLET

BEAUTIFICATION AREAS
WITH ART INSTALLATIONS

WYOMING STATE VETERINARY LAB



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WEST LARAMIE / SNOWY RANGE
ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

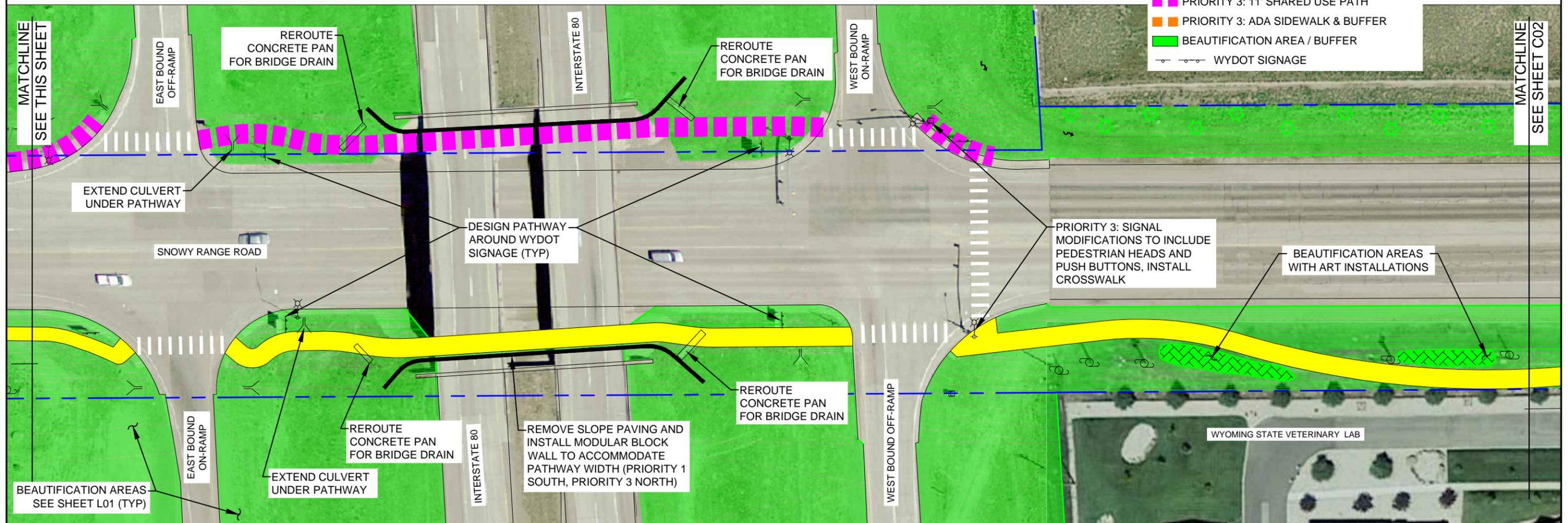
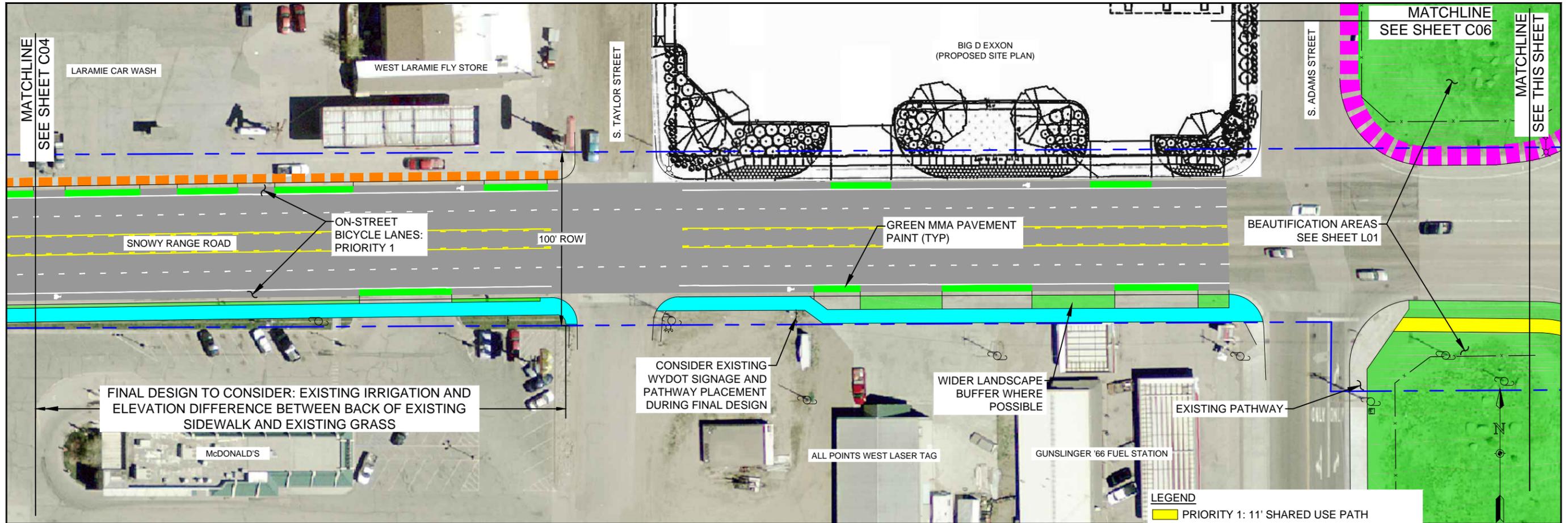
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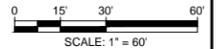
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LEGEND

- PRIORITY 1: 11' SHARED USE PATH
- PRIORITY 2: 8' SEPARATED PATH
- PRIORITY 3: 11' SHARED USE PATH
- PRIORITY 3: ADA SIDEWALK & BUFFER
- BEAUTIFICATION AREA / BUFFER
- WYDOT SIGNAGE



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ROAD PEDESTRIAN AND
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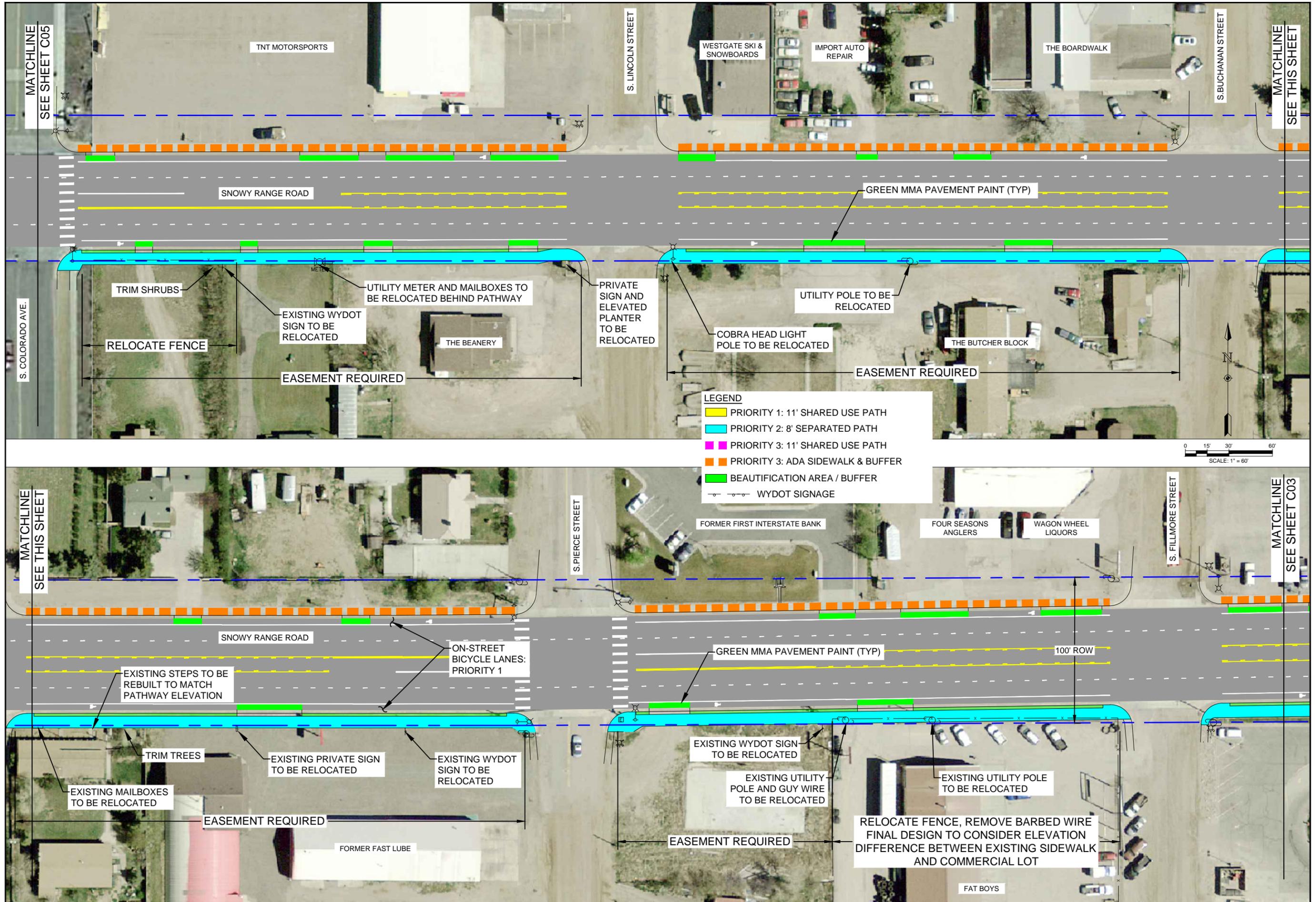
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WEST LARAMIE / SNOWY RANGE
ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

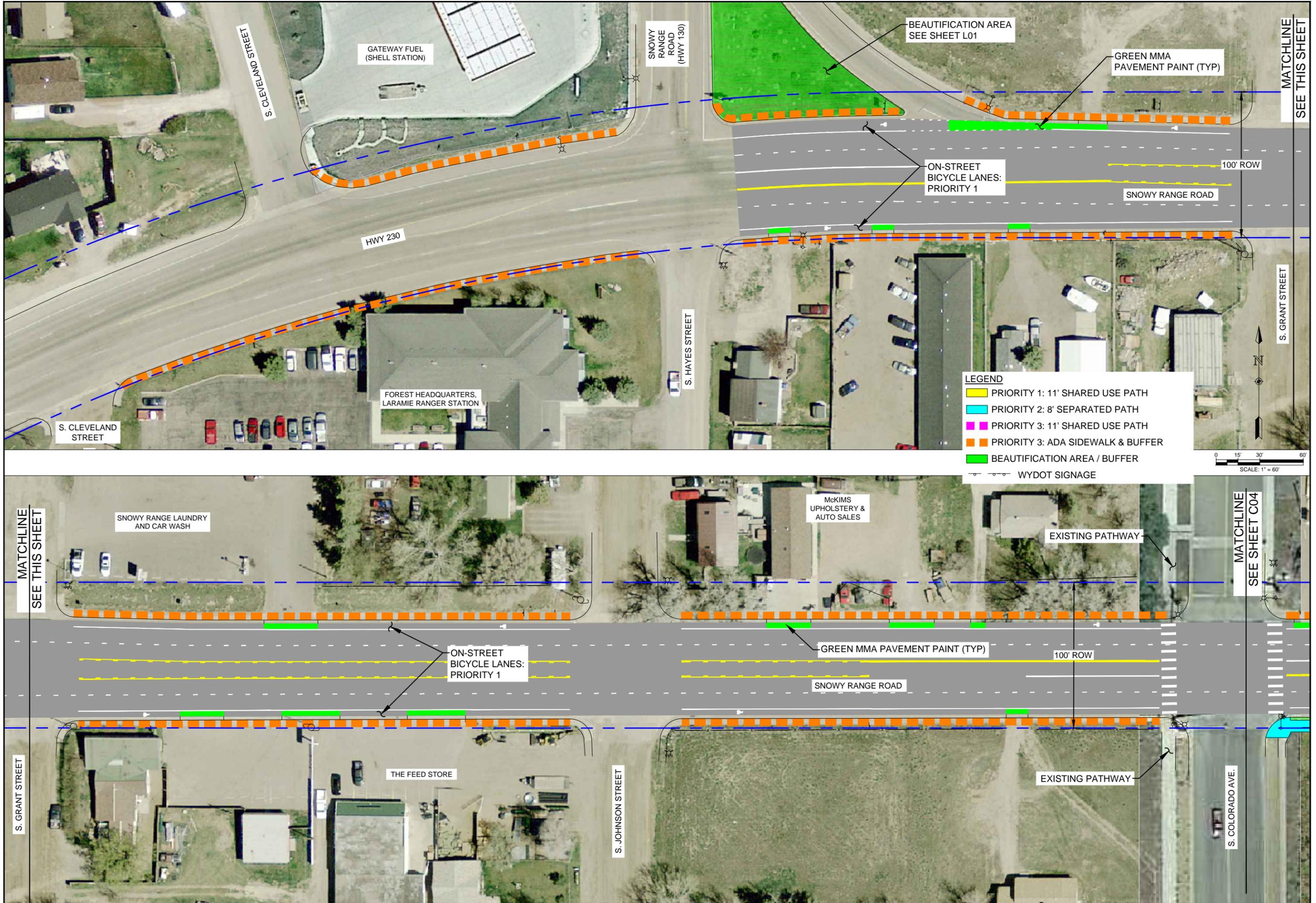
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SHEET 5 OF 8

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ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

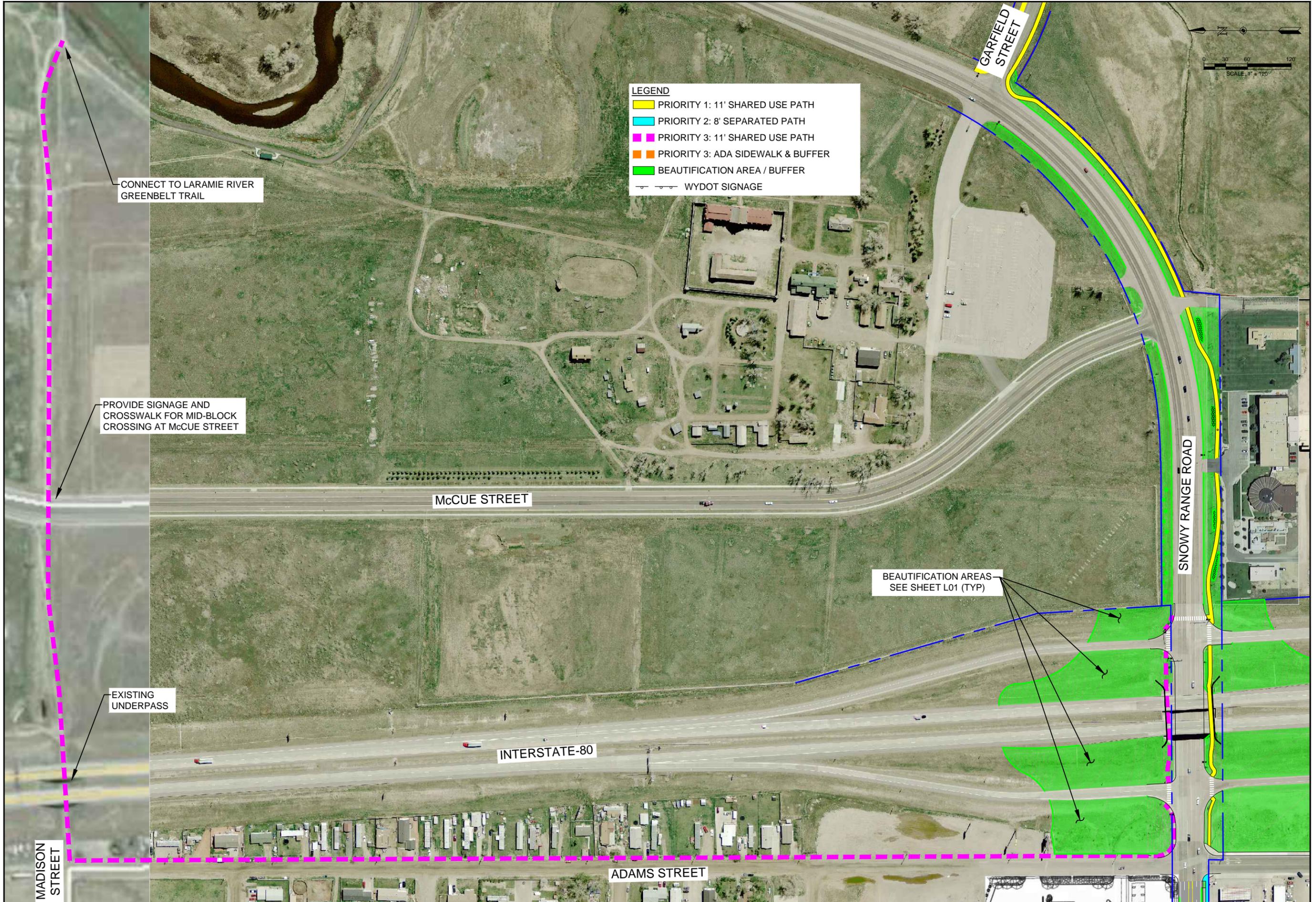
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SHEET 6 OF 8

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LEGEND

- PRIORITY 1: 11' SHARED USE PATH
- PRIORITY 2: 8' SEPARATED PATH
- PRIORITY 3: 11' SHARED USE PATH
- PRIORITY 3: ADA SIDEWALK & BUFFER
- BEAUTIFICATION AREA / BUFFER
- WYDOT SIGNAGE

CONNECT TO LARAMIE RIVER GREENBELT TRAIL

PROVIDE SIGNAGE AND CROSSWALK FOR MID-BLOCK CROSSING AT McCUE STREET

EXISTING UNDERPASS

BEAUTIFICATION AREAS SEE SHEET L01 (TYP)

MADISON STREET

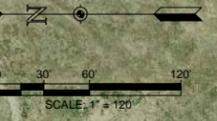
McCUE STREET

INTERSTATE-80

ADAMS STREET

GARFIELD STREET

SNOWY RANGE ROAD



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ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

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Plant List

| | Scientific name | Common Name |
|---------------------|---|-----------------------|
| Trees | | |
| | <i>Celtis occidentalis</i> | Common hackberry |
| | <i>Gleditsia triacanthos</i> | Thornless honeylocust |
| | <i>Quercus macrocarpa</i> | Bur oak |
| Shrubs | | |
| | <i>Dasiphora (Potentilla) fruticosa</i> | Shrubby cinquefoil |
| | <i>Shepherdia canadensis</i> | Russet buffaloberry |
| Tall Prairie | | |
| Grass | <i>Panicum virgatum 'Shenandoah'</i> | Switchgrass |
| Forb | <i>Silphium integrifolium</i> | Rosin Weed |
| Grass | <i>Sorghastrum nutans</i> | Indiangrass |

| Penstemon Prairie | | |
|--------------------------|--|-----------------------------|
| Grass | <i>Panicum virgatum 'Shenandoah'</i> | Switchgrass |
| Forb | <i>Penstemon angustifolius*</i> | Beardtongue |
| Forb | <i>Penstemon deustus*</i> | Scabland Penstemon |
| Forb | <i>Penstemon strictus*</i> | Rocky Mountain Beard-tongue |
| Grass | <i>Schizachyrium scoparium</i> | Little Bluestem |
| Short Ornamental Prairie | | |
| Forb | <i>Artemisia frigida</i> | Fringed Sage |
| Grass | <i>Bouteloua curtipendula</i> | Sideoats Grama |
| Forb | <i>Eriogonum umbellatum 'Proliferum'</i> | Prolific Sulfur Buckwheat |
| Forb | <i>Gaillardia aristata</i> | Blanket flower |
| Grass | <i>Sporobolus airoides</i> | Alkali sacaton grass |

| Matrix Prairie | | |
|----------------|---------------------------------|-------------------------|
| Grass | <i>Bouteloua curtipendula</i> | Sideoats Grama |
| Grass | <i>Bouteloua gracilis</i> | Blue grama |
| Grass | <i>Elymus lanceolatus</i> | Thickspike Wheatgrass |
| Forb | <i>Krascheninnikovia lanata</i> | Winterfat |
| Forb | <i>Oenothera caespitosa</i> | Tufted evening primrose |
| No-Mow Lawn | | |
| Grass | <i>Bouteloua curtipendula</i> | Sideoats Gramma |
| Grass | <i>Bouteloua gracilis</i> | Blue grama |

All landscaping inside the WYDOT right-of-way shall be in conformance with Operating Policy 20-1 and shall meet the requirements for sight distance at all roadway intersections.

**Penstemon spp.* poisonous to pets: should not be planted adjacent to walkways



Design Intent: Drifts of native wildflowers and grasses flow down the slope from I-80, following a circuitous path that loosely emulates the braided form of the Laramie River.



SNOWY RANGE TRAIL, LARAMIE, WY - LANDSCAPE CONCEPT PLAN



16_1111

214 W. Lincolnway, Suite 22
Cheyenne, Wyoming 82001
(307) 634-9888

AYRES
ASSOCIATES

BEAUTIFICATION PLAN

WEST LARAMIE / SNOWY RANGE
ROAD PEDESTRIAN AND
BICYCLE FEASIBILITY STUDY

| Revisions | Date |
|-----------|------|
| | |
| | |
| | |

| | |
|---------------|-----------|
| Project Mgr.: | DH |
| Designed By: | CB |
| Drawn By: | CB |
| Approved By: | |
| Date: | 12/2/2016 |

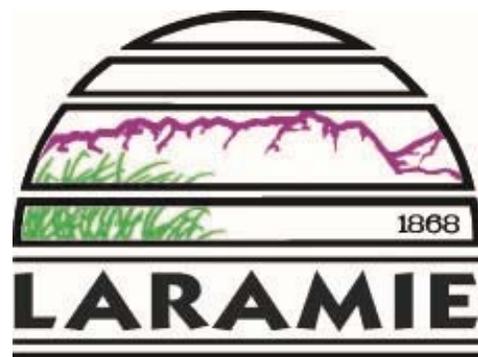
PROJECT NO.
38-0115.00
DRAWING NO.
L01
SHEET 8 OF 8



West Laramie / Snowy Range Road Corridor Pedestrian / Bicycle Feasibility Study

City of Laramie
Parks and Recreation Department

APPENDIX - December 14, 2016



APPENDIX

West Laramie / Snowy Range Road Corridor Pedestrian / Bicycle Feasibility Study

FINAL

December 14, 2016



CATOR | RUMA
& ASSOCIATES, CO.

David Reif



Appendices

- Appendix A - TAP Grant Application and TAP Program Agreement
- Appendix B - Snowy Range Road Record of Survey
- Appendix C - Minutes from Meeting with WYDOT, September 14, 2016
- Appendix D - Public Meeting No. 1: Power Point presentation, Sign in Sheets and Comments received
- Appendix E - Public Meeting No. 2: Power Point presentation, Sign in Sheets and Comments received
- Appendix F - Comments received via e-mail, US Mail, or from the various Commission and Board Meetings
- Appendix G - Cator, Ruma, and Associates Lighting Study and Recommendations
- Appendix H - Economic Development Resources/References
- Appendix I - Opinion of Probable Costs

APPENDIX A

TAP Grant Application and TAP Program Agreement



**Application for
Transportation Alternatives Program
Fiscal Year 2015 (October 2014 - September 2015)**

Sponsor Data

Project Sponsor: City of Laramie

Sponsor's DUNS: 783281892

Project Name: West Laramie Snowy Range Road Enhancement Project

Requested Amount: \$ 50,000

*TAP -
ENHANCEMENTS -
NOT ELIGIBLE
NOT A FEASIBLE PROJECT
NEED TO PAY TAP
BACK*

Check the entity that best describes your organization:

- Local Government**
- Regional Transportation Authorities**
- Transit agencies**
- Tribal governments**
- School districts, local education agencies or schools**
- Natural Resource or public land agencies**
- Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the state determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.**

Note:

- A qualified Sponsor must be a public, tax supported entity who is submitting an application for federal funding under WYDOT's Transportation Alternatives Program (TAP)
- The Sponsor must initiate the appropriate authorizing action prior to submittal of a project application and must include evidence of such action with the application.
- If the project application is approved by the Transportation Commission of Wyoming, the Project Sponsor agrees to enter into a project agreement with WYDOT for funding and project responsibilities.
- Projects may have joint Sponsors, but one of the Sponsors must assume the role of primary Sponsor.
- Joint Sponsors should have a cooperative agreement in place between themselves prior to submittal of an application.

Primary Project Sponsor

Contact Person & Title: Paul Harrison, Director, City of Laramie Parks and Recreation

Address: P.O. Box C Laramie, WY 82073

Phone: 307-721-5260

Fax: 307-721-5284

Email: pharrison@cityoflaramie.org

Committed Local Match: \$60,000

LPA Certification: Yes No DATE: 11-6-14

Project Delivery Systems Questionnaire: Yes No DATE: 04-16-14

If Applicable: Consultant Selection Policy: Yes No DATE: 07-01-2014

Joint Sponsor (if applicable)

Joint Sponsor Name: _____

Joint Sponsor's DUNS: _____

Contact Person Name & Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Committed Joint Local Match: _____

LPA Certification: Yes No DATE: _____

Project Delivery Systems Questionnaire: Yes No DATE: _____

If Applicable: Consultant Selection Policy: Yes No DATE: _____

Project Type

Check the box(es) which best describes the type of project proposed:

- * **Safe Routes for Non-Drivers:** Access and accommodation for children, older adults, and individuals with disabilities.
- * **Conversion of Abandoned Railway Corridors to Trails:** Acquisition of railroad rights-of-way; planning, design and construction of multiuse trails and rail-with-trail projects.
- Scenic Turnouts and Overlooks:** Construction of scenic turnouts, overlooks, and viewing areas.
- Outdoor Advertising Management:** Billboard inventories and removal of illegal and nonconforming billboards. Inventory control may include, but not be limited to, data collection, acquisition and maintenance of digital aerial photography, video logging, scanning and imaging of data, developing and maintaining an inventory and control database, and hiring of outside legal counsel.
- Historic Preservation & Rehab of Historic Transportation Facilities:** Preservation of buildings and facades in historic districts; restoration of historic buildings for transportation-related purposes; access improvements to historic sites. Restoration of railroad depots, bus stations and lighthouses; rehabilitation of rail trestles, tunnels, bridges and canals.
- Vegetation Management:** Improvement of roadway safety; prevention of invasive species; providing erosion control.
- Archaeological Activities:** projects related to impacts from implementation of highway construction projects.
- Stormwater Mitigation:** Pollution prevention and abatement activities to address stormwater management; water pollution prevention related to highway construction or due to highway runoff.
- Wildlife Management:** Reduction of vehicle-caused wildlife mortality; restoration and maintenance of connectivity among terrestrial or aquatic habitats.
- * **Pedestrian & Bicycle Facilities -** Sidewalks, walkways or curb ramps; bike lane striping, wide paved shoulders, bike parking and bus racks; traffic calming; off-road trails; bike and pedestrian bridges and underpasses; ADA compliance.

** Note: If you are doing these types of projects please refer to the questions on the next page.*

Please designate which type of Pedestrian & Bicycle Facilities will be used:

- Sidewalk
- Multiuse Pathway
- Single Track
- Other --Please Specify _____

What is the proposed width of the project?

The improvement area will include a 3,487 L.F. stretch of Snowy Range Road, between Adams Street near the I-80 interchange and Hayes Street/Hwy 130/230 intersection.

Designate the type of material that will be used to complete your project.

- Asphalt
- Concrete
- Dirt
- Crushed Rock
- Other --Please Specify _____

Note: Additional information can be found on the National Transportation Alternative Clearinghouse website:

<http://ta-clearinghouse.info/index>

Project Description (very important)

Include a description of any geographical or environmental features which may be sensitive or negatively affected by the addition/inclusion of this project. (An example would be a stream crossing or wetland intrusion.) Include a very clear location map, along with identifiable boundaries of the general area. This map should be in a standard 8.5" x 11" letter size format.

The City of Laramie is seeking funds to develop a detailed action-ready plan for development of a bicycle and pedestrian path along the business corridor of Snowy Range Road in West Laramie. The scope of the study will include cost estimates, design concepts and alternatives; construction documents and specifications for a bicycle and walking path development enhancements. The study area will include a 3,487 L.F. stretch of Snowy Range Road between Adams Street near the I-80 interchange and Hayes Street/Hwy 130/230 intersection.

This is a key area of improvements because of the sheer volume of traffic in the area and because transportation counts are only bound to increase with future growth. Therefore a plan is needed to provide safe routes for cyclists, pedestrians and motorists. While TAP funds will be used only for transportation improvements in the corridor, the plan proposed in this application is part of a larger enhancements strategy that seeks to accommodate existing and planned growth, encourage economic vitality, increase livability, and improve curb appeal.

Over the past couple of years, new businesses have situated along Snowy Range Road, including a branch of First Interstate Bank, a Harley Davidson dealership, Gateway Fuels, a Subway franchise and a Howard Johnson's Hotel, just off of Snowy Range Road. Numerous housing developments have cropped-up throughout West Laramie as well. There are many indicators of continued growth: the development of the Laramie River Business Park, the expansion of the WY Technical Institute Campus, etc. Further propelling this growth is the Casper Aquifer Protection Plan which restricts development in eastern portions of the community and a large capital project to pave streets in West Laramie. Both the City of Laramie's Comprehensive Plan, adopted in 2007 and the to soon be adopted Parks and Recreation Master Plan identifies this project as a priority. Within the adopted FY15/16 biennial budget there is \$60,000 for the level 2 design phase and within FY18/19 there is an additional \$134,250 budgeted for the first phase of construction.

Public Involvement/ Planning and Design Considerations

Is there a planning document in which this project is included? Yes No

If yes, what is the name and date of the document?

City of Laramie, Comprehensive Plan and the Parks and Recreation Master Plan

What groups were/are involved in the planning?

The West Laramie Business Association; Laramie Economic Development Corporation; Parks, Trees, and Recreation Advisory Board; Laramie Planning Commission, and the Ad Hoc Parks, Trails and Recreation Committee. (note: the West Laramie Business Association has disbanded and forwarded their fundraising dollars to the Laramie Beautification Committee.

Are there community concerns regarding this project? Yes No

If yes, what are they?

Parks and Recreation Master Plan (draft, to be adopted September 2014)
City of Laramie Comprehensive Plan (adopted 2007)

Does the project have multimodal elements? Yes No

If yes, describe which ones?

Motorized traffic, bicycling, and walking.

Does the project conform to all local ordinances, rules and regulations? Yes No

Are any variance approvals required?

No variance approvals are required

What design standards have been, or are planned to be incorporated in the project design?

- AASHTO
- PROWAG
- WYOMING PUBLIC WORKS
- WYDOT
- LOCAL
- OTHER – (please describe) ADA

Project Right-of-Way

Does the Sponsor currently own the property on which the improvements will be constructed?

Yes No

Can the Sponsor provide a certification of Right-of-Way clearance for the affected land?

Yes No

What is the current ownership status of the required Right-of-Way for the project?

The planning study will identify any Right of Way concerns. This property is currently owned by WYDOT as part of the Snowy Range Road Right of Way. The property planned for the beautification enhancements within a corridor that is on the north side of Snowy Range Road is approximately 15' in width. As West Laramie was originally platted in the late 1800's, as part of the planning process a complete site survey and boundary check will be completed by a licensed Land Surveyor. In discussions with the District I Engineer (Pat Perrson) he noted that he would support this project and, depending upon final design, approve a landscaping agreement and utility license for the project as long as the City would maintain the improvements.

Are there any Real Property and/or Right-of-Way remaining to be acquired?

Yes No

If so, what amount?

The planning study will identify any Right of Way requirements. Currently there is not any Right of Way necessary or planned to be acquired. As noted in the previous question as part of the planning and design process a complete site survey and boundary check will be completed by a licensed Land Surveyor. The City has already installed irrigation water taps adjacent to the beautification areas along with conduit sleeved under the local adjacent street to permit the appropriate irrigation and other utility crossings without cutting and patching the street.

Will any required Real Property and/or Right-of-Way be purchased with TAP funds?

Yes No

If the title of the property held by the public is in doubt, a title search would be advisable. Donated land may be incorporated into the project to be eligible for match, but pre-approval by WYDOT's LGC office is required. If the donated land is not part of the project scope included in this application, it will not be considered for use as match. Donation value must be supported by an appraisal from a certified appraiser.

Private property may be allowed under regulation and policies of the program. Extra care is required in the development of the project agreement to ensure that there is a public access to the affected property.

Environmental Considerations

The Sponsor will be required to abide by all requirements of the National Environmental Policy Act. How will these efforts be funded?

The City of Laramie has completed numerous National Environmental Policy Act projects and is very familiar with the requirements contained within the Act. These requirements will either be satisfied in-house by staff or by a qualified consultant.

Does this proposed project have any unusual environmental features associated with it?

No.

Are there any registered historic structures or sites involved with the project?

No.

Are there any live watercourses or bodies of water being encountered?

No.

Project Maintenance

Who will perform perpetual maintenance on the project? (If the responsible party for maintenance is not the Sponsor, please attach a copy of the maintenance agreement.)

The City of Laramie is seeking funds to develop a detailed plan along with the appropriate construction documents, so at least for this first phase of the project, maintenance is not a major concern. Once the project is fully constructed however the City of Laramie will assume full responsibility for the maintenance of the improvements in perpetuity.

Who will be responsible for funding the maintenance?

The City of Laramie will be responsible for funding maintenance.

Project Administration

The Federal Highway Administration (FHWA) through 23 Code of Federal Regulations (CFR) 635.105 and WYDOT require that the project sponsor designate a “responsible charge” to administer the project. This person must be a full time **employee** of the project sponsor. Ideally, this person would be the person(s) listed in the Project Sponsor Section above. Use of a consultant does not relieve the project sponsor of this requirement.

If the Project Sponsor will be utilizing a consultant for any work related to this application and proposed project, If a consultant is used, Brooks Act (40 USC 1102(2)) must be followed; a template policy and guidance may be found at:

http://www.dot.state.wy.us/home/business_with_wydot/local_public_agencies.default.html

If Sponsor is going to seek reimbursement from WYDOT for these services through the TAP Program, a copy of the Project Sponsor's Consultant Services Policy must be submitted to WYDOT – LGC.

ANY COST INCURRED PRIOR TO RECEIPT OF THE NOTICE TO PROCEED WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

Name & Address of the project administrator

The administrator will also act as the liaison between the Sponsor and the Local Government Office to ensure compliance with various state and federal Program requirements.

Paul Harrison, Parks and Recreation Director, for the City of Laramie

Will the project design and contract bidding documents be produced by the Sponsor's staff or by a consultant?

The planning and design phase of this project will be administered in-house by the City of Laramie. The City will solicit for RFQs to hire a consulting Engineer or Landscape Architect to prepare the final conceptual design and construction documents.

Who will review the project design and contract bid documents for the Sponsor?

The final project construction designs will be reviewed and ultimately approved by WYDOT with the approval of a Landscaping agreement and utility license. The solicitation of bids for this project will be administered in-house by the City with the assistance of the design engineer, landscape architect or consultant.

Who will perform the construction management?

Construction management will be completed by the City with the assistance of the design engineer, landscape architect or consultant.

Project Budget

Cost estimates should be incorporated in this budget to reflect the costs that may be incurred in the project. The budget will aid in the process of selection of any project proposal for a TAP project. Please provide any information that is available for this proposed project. The budget line items should not be understood to be absolute, as they may be changed later, if necessary, to reflect actual costs after construction has begun.

| Project Element | TAP funds (80%) | Local Cash Match funds (20%) | Total (100%) |
|--------------------------|----------------------------|---|---------------------|
| Preliminary Engineering | \$42000 | \$8400 | \$50400 |
| Right-of-Way | \$ | \$ | \$ |
| Utility Adjustments | \$4000 | \$800 | \$4800 |
| Construction | \$ | \$ | \$ |
| Construction Engineering | \$ | \$ | \$ |
| Maintenance | \$ | \$ | \$ |
| Other survey | \$4000 | \$800 | \$4800 |
| Total | \$50000 | \$10000 | \$60000 |

Project Funding:

Federal TAP funds requested (80% of project costs): \$ 50000

Local Cash Match (or other match) (20%): \$ 10000

Amount of proposed over-match funding (ie - Land, In-Kind): \$ 50000 The over-match is cash from the City's Major Capital Construction Fund

A detailed description of what the proposed over-match will be must be attached to the application. Donated land must have an appraisal; In-Kind services must have a description of the service as well as an explanation on which the value is based.

Total Project Cost: \$ 110000

Name of Applicant/Project Sponsor and Date

Paul Harrison, Parks and Recreation Director, City of Laramie July 14, 2014

Signature of Authorized Official and Title of Authorized Official

 7-14-14

Mail the application to:

Wyoming Dept. of Transportation
Office of Local Government Coordination
5300 Bishop Blvd.
Cheyenne, WY 82009-3340

Phone #: 307 - 777 - 3938
Fax #: 307 - 777 - 4759
Email: sara.janes@wyo.gov
kenneth.ledet@wyo.gov

One (1) original application needs to be mailed in and email one (1) PDF application along with any other supporting documentation.



Order
7-8-14
C

Public Hearing Notice

The City of Laramie will hold a Public Hearing to gather public feedback concerning a proposed submission of a grant application to the Wyoming Department of Transportation for a Transportation Alternatives Program award for the West Laramie Snowy Range Road Enhancement Project on **July 15th, 2014 at 6:30p.m. in the Council Chambers at City Hall, 406 Ivinson Avenue.** Sponsorship of the application will be decided during the regularly scheduled City Council meeting, which will immediately follow the public hearing. Written comments will also be accepted via email, postal service or hand deliver until 4:00 p.m. on July 15th, 2014, sreese@ci.laramie.wy.us, City of Laramie/Attn. Grants Analyst/ P.O. Box C/Laramie, WY/82073, or at City Hall, 406 Ivinson Avenue Laramie, WY 82070.

Publish: July 10th and 15th, 2014

Bill to: City Manager's Office



Agenda Item: Resolution

Title: Resolution 2014-__ in support of an application to the Wyoming Department of Transportation for a Transportation Alternatives Program Grant.

Recommended Council MOTION:

I move that Council approve Resolution 2014-__ in support of submitting an application to the Wyoming Department of Transportation for a Transportation Alternatives Program (TAP) Grant in the amount of \$50,000 to support the west Laramie Snowy Range Road Enhancement Project and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

City Council Goal: Community Enhancement & Planning: Adopt Revitalization Plan for west Laramie
Comprehensive Plan: Chapter 4 Parks & Recreation

Background:

TAP and TEAL grants provide funding for a variety of non-motorized transportation projects ranging from bike/pedestrian path development to historical transportation and safe alternative transportation routes. Historically, the City has pursued these funds for bike/pedestrian trail/path development. The majority of the Laramie River Greenbelt Trail system was funded with TEAL grants. Also the Garfield/Grand underpass project design was partially funded with a TEAL grant. In 2010, the City was also awarded \$200,000 in TEAL funds for the painting of the Garfield Street Footbridge. In 2014 the city was awarded a TAP grant for the Cirrus Sky Trail Project in the amount of \$435,139.

The West Gateway Beautification Project was initially identified as a potential beautification enhancement project by the West Laramie Business Association, which was a sub-committee of the Laramie Area Chamber of Commerce. The West Laramie Business Association has not been active for the last couple of years. On the north side of the Snowy Range Road right of way (ROW) from the I-80 interchange to the HWY 130/230 Y intersection there is approximately fifteen feet (15') to eighteen feet (18') of WYDOT property available for beautification, shared use path, and enhancements.

The first phase of this enhancement project will necessitate public stakeholders meetings along with meetings of businesses located on Snowy Range Road and the revitalization of the West Laramie Business Association to generate an overall pedestrian/bicycle plan, enhancement strategy and theme for the Snowy Range Road ROW corridor. Items under general consideration for this project include a pedestrian shared use path, pedestrian lighting fixtures, and landscaping with trees, shrubs and hardscape amenities.

Irrigation water taps and electrical conduit sleeves were installed in strategic locations along Snowy Range Road during the West Laramie road improvement project that was completed in the summer of 2010. By installing these irrigation water taps and electrical conduit during the construction of the new paved streets, the associated infrastructure costs with this enhancement project will be significantly lowered, in that the new asphalt roads recently completed will not need to be cut and patched in the future.

The TAP grant program is an 80% - 20% matching grant program that requires a 20% local match for the project. Within the FY15 adopted budget there is \$60,000 authorized in the Major Capital Fund for the West Gateway Beautification Project.

Legal/Statutory Authority:
N/A

BUDGET/FISCAL INFORMATION:

REVENUE

| Source | Amount | Type |
|--------------------------|-------------|--|
| Fees/Charges for Service | | |
| Grant | \$50,000.00 | TAP Grant (to be submitted, pending resolution approval) |
| Loan | | |
| Other | | |
| Total | \$50,000.00 | |

EXPENSE

Proposed Project Cost.

| Project | Amount | Funds |
|------------------------|--------------|--------------------------------------|
| Project Cost | \$110,000.00 | Design and CD Phase |
| Grants on Project | \$50,000.00 | TAP Grant WYDOT |
| Grants for Project | | |
| Other/Outside Projects | | |
| City's Amount | \$60,000.00 | Major Capital Project budget FY15-16 |
| Contingency | | |
| Total Amount | \$110,000.00 | |

Responsible Staff: Paul Harrison, Parks and Recreation Director at 721-5260 or David Schott, Parks Manager at 721-5264.

_____ City Manager _____ City Attorney  Parks & Recreation

RESOLUTION 2014 - __

A RESOLUTION IN SUPPORT OF SUBMITTING AN APPLICATION TO THE WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT) FOR A TRANSPORTATION ALTERNATIVES PROGRAM GRANT IN THE AMOUNT NOT TO EXCEED \$50,000 TO SUPPORT THE WEST LARAMIE SNOWY RANGE ROAD ENHANCEMENT PROJECT

WHEREAS with federal funding through the MAP-21 (Moving Ahead for Progress in the 21st Century) program, WYDOT awards TAP (Transportation Alternatives Program) grant funds to a variety of non-motorized transportation projects across the state, including construction, planning and design of non-motorized transportation for pedestrian and bicycle facilities;

WHEREAS the City of Laramie will seek \$50,000 in TAP funds for this project and match the grant with \$60,000 from the FY15 Major Capital Project Fund for the West Laramie Snowy Range Road Enhancement Project;

WHEREAS the Laramie City Council identified and adopted the following goal be Resolution on February 4, 2014; Community Enhancement & Planning: Adopt Revitalization Plan for west Laramie;

WHEREAS the City of Laramie will use the grant funds along with the matching funds to commission a beautification and alternative transportation enhancement strategy for the business corridor along Snowy Range Road in west Laramie that will encompass a pedestrian and bicycle shared use path, landscaping, and beautification amenities for this important entrance gateway;

WHEREAS through this project, the City of Laramie seeks to preserve, promote and expand quality of life amenities and resources, to promote non-motorized transportation and to support existing and future municipal investments in west Laramie.

NOW THEREFORE THE CITY COUNCIL OF LARAMIE WYOMING, RESOLVES:

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

Section 2. That the City Council supports the filing of an application to WYDOT for a TAP grant in the amount of \$50,000 to support the West Laramie Snowy Range Road Enhancement Project.

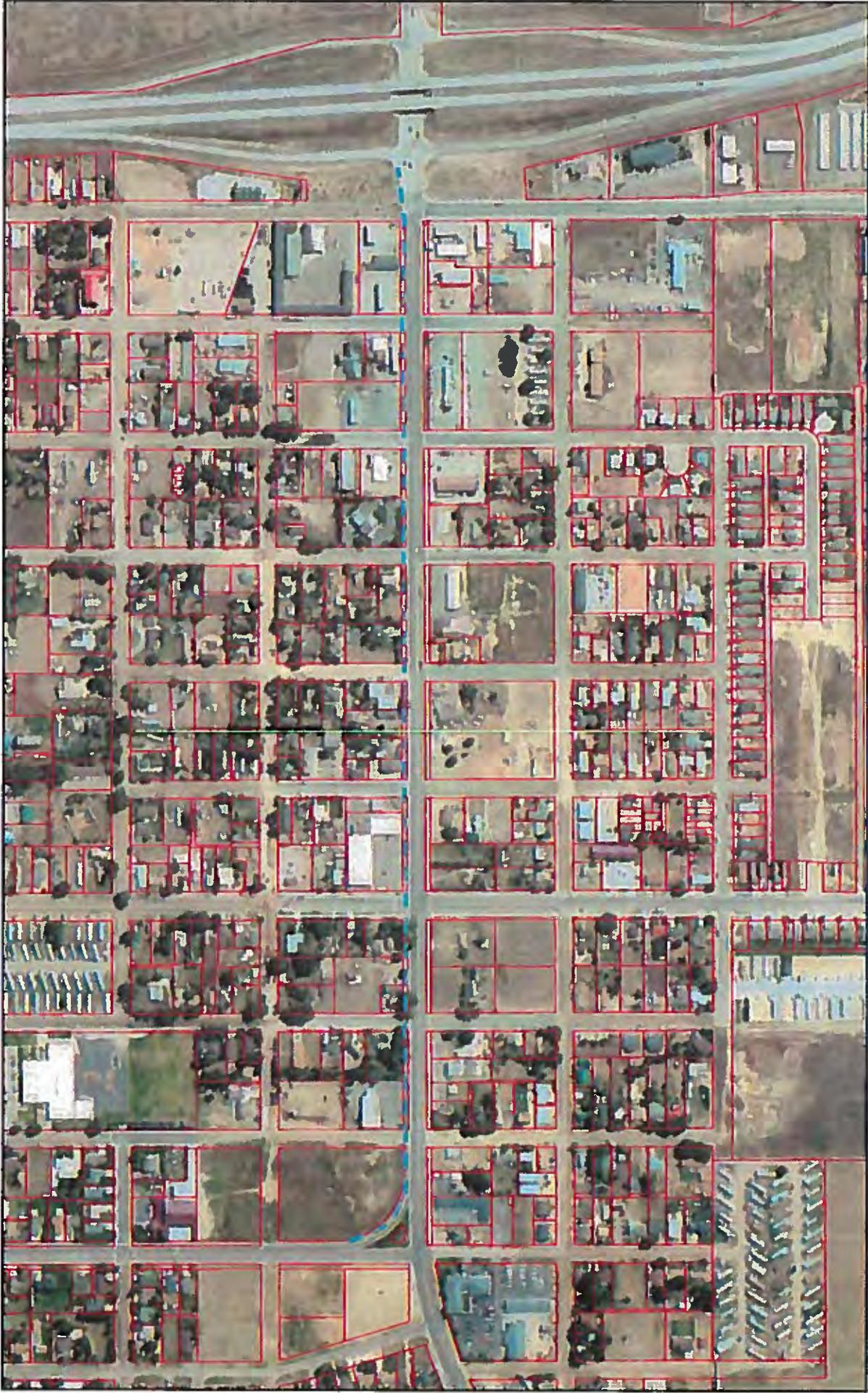
PASSED, APPROVED, AND ADOPTED on this 15th day of July 2014.

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

ATTEST:

Sue Morris-Jones, MMC
City of Laramie

West Laramie Snowy Range Road Enhancement Project



July 14, 2014

Parcel

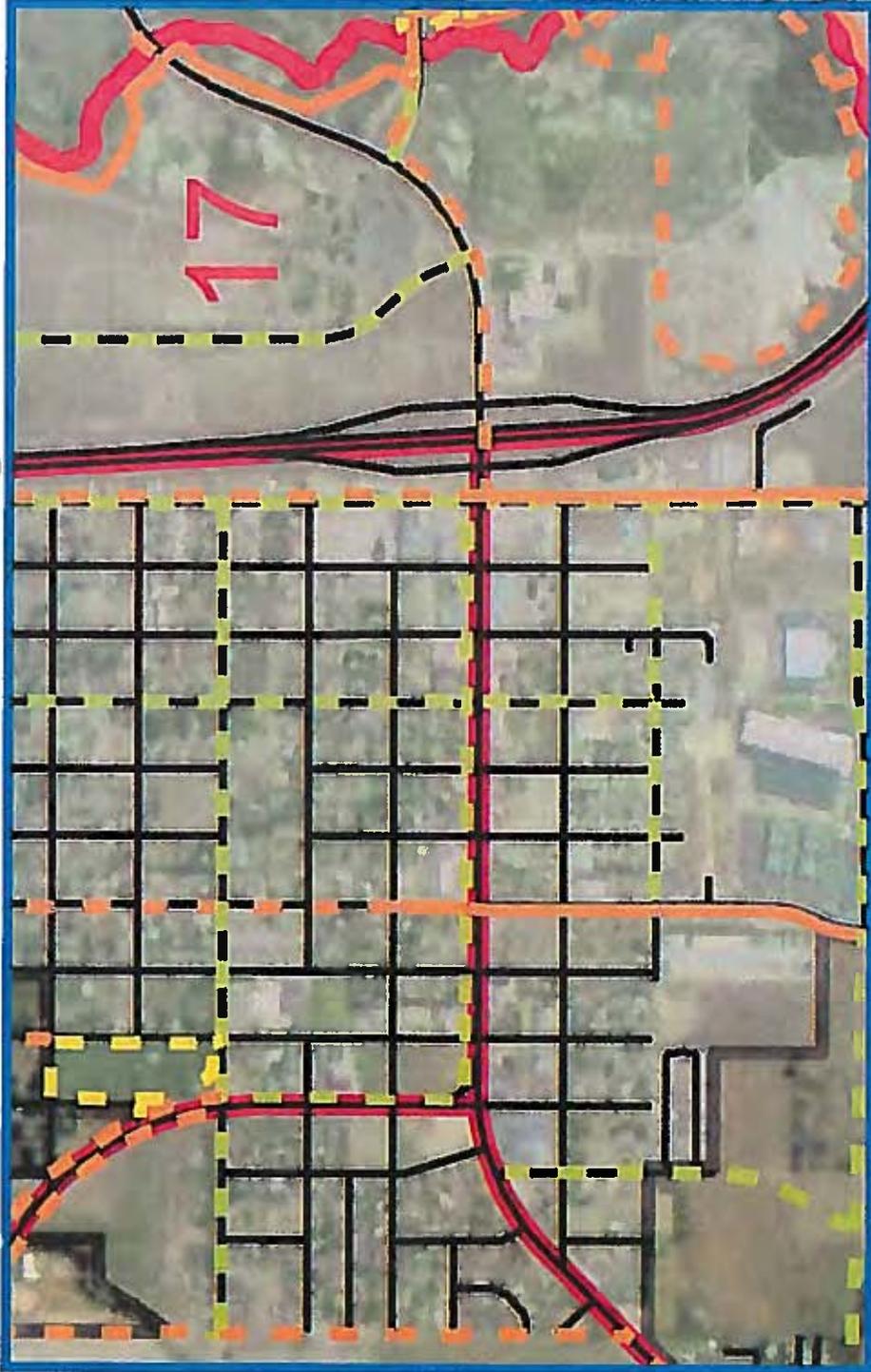
Municipal Boundary

1:7,899



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, AeroGRID, IGN, IGP.

Detail of Snowy Range Road in Service Area 17 from the Parks and Recreation Master Plan, "Regional Trails, Bike Lanes and Shared Use Paths Map".



Features

- City Boundary 2014
- Service Areas
- In Park Path, Existing
- In Park Path, Proposed
- On Street Bike Lane, Existing
- On Street Bike Lane, Proposed
- Other, Existing
- Rural Trail, Proposed
- Shared Use Path, Existing
- Shared Use Path, Proposed

0 0.25 0.5 1 Miles

N
W E
S

*All proposed Parks, Trails and Facilities on this map are conceptual in nature and are not accessible for public use. Locations may change based upon opportunities and constraints at the time of development.

Capital Projects Detail
City of Laramie, Wyoming

2015 thru 2019

| | |
|---------------------|------------------------------------|
| Project # | MCR-CP12-002 |
| Project Name | West Gateway Beautification |
| Type | Capital |
| Department | Major Capital Projects |
| Category | Major Capital Projects - Parks |
| Account # | 300-3315-410-7320 |
| Contact | Parks and Recreation Director |
| Priority | n/a |
| Project Code | CCWLSR |



Description **Total Project Cost: \$217,902**

The funding is for conceptual design services for beautification of the Snowy Range Road corridor through West Laramie. Specifically, this project will be constructed on the north side of the ROW from the I-80 Interchange to the HWY 130/230 "Y" intersection. The conceptual design will include themed beautification improvements with a pedestrian path, pedestrian lighting, and landscaping (trees, shrubs, and hardscape). Water taps and sleeves were placed under the streets during the summer of 2010.

Justification

City Council Goal: Community Enhancement & Planning; Adopt Revitalization Plan for west Laramie

| Prior | Expenditures | 2015 | 2016 | 2017 | 2018 | 2019 | Total | Future |
|--------------|-------------------------|----------|----------|----------|---------------|---------------|----------------|--------------|
| 83,652 | Design/Engineering | 0 | 0 | 0 | 15,000 | 0 | 15,000 | 0 |
| Total | Construction Management | 0 | 0 | 0 | 5,000 | 5,000 | 10,000 | Total |
| | Materials | 0 | 0 | 0 | 1,500 | 1,500 | 3,000 | |
| | Construction | 0 | 0 | 0 | 52,500 | 53,750 | 106,250 | |
| | Budget Amendment | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Total | 0 | 0 | 0 | 74,000 | 60,250 | 134,250 | |

| Prior | Funding Sources | 2015 | 2016 | 2017 | 2018 | 2019 | Total | Future |
|--------------|---------------------|----------|----------|----------|---------------|---------------|----------------|--------------|
| 83,652 | Donations | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | Grant | 0 | 0 | 0 | 50,000 | 0 | 50,000 | Total |
| | Loan | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Operations Cash | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Other Contributions | 0 | 0 | 0 | 0 | 0 | 0 | |
| | Revenue | 0 | 0 | 0 | 24,000 | 60,250 | 84,250 | |
| | Total | 0 | 0 | 0 | 74,000 | 60,250 | 134,250 | |

Budget Impact/Other

GRANT \$50,000 BY 17 TAP Grant
 REVENUE: \$167,902 Major Capital Construction Fund

| Prior | Budget Items | 2015 | 2016 | 2017 | 2018 | 2019 | Total |
|--------------|-------------------------|----------|----------|----------|----------|----------|----------|
| 60,000 | Adopted Budget by Year | 0 | 0 | 0 | 0 | 0 | 0 |
| Total | Project Actuals by Year | 0 | 0 | 0 | 0 | 0 | 0 |
| | Total | 0 | 0 | 0 | 0 | 0 | 0 |

CITY OF LARAMIE COUNCIL REGULAR MEETING February 17, 2015



Agenda Item: Agreement

Title: Consideration of the Transportation Alternatives Program Agreement FY2015 between the Wyoming Department of Transportation and the City of Laramie for the West Laramie Snowy Range Road Feasibility Study

Recommended Council MOTION:

I move that Council approve the Transportation Alternatives Program Agreement FY2015 between the Wyoming Department of Transportation and the City of Laramie for the West Laramie Snowy Range Road Feasibility Study in the amount of \$40,000 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

City Council Goal: Community Enhancement – Beatification & Planning

Comprehensive Plan: Chapter 4 Parks and Recreation

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

Background:

Wyoming Department of Transportation (WYDOT) Transportation Alternative Program (TAP) grants provide funding for a variety of non-motorized transportation projects ranging from bike/pedestrian path development, safe routes for non-drivers, historical preservation, vegetation management, scenic turnouts and overlooks. WYDOT TAP grant activities must benefit the traveling public and help communities to increase their transportation choices and access. Historically, the City has pursued these funds for bike/pedestrian trail/path development under the previous TEAL grant program. The majority of the Laramie River Greenbelt Trail system was funded with TEAL grants. The City received a WYDOT TAP grant for the development and construction of the Cirrus Sky Technology Park Trail in FY2014.

The Council approved a Resolution in support of submitting a WYDOT TAP grant in the amount of \$50,000 to support the West Laramie Snowy Range Road Enhancement Project. In January, the City received notification of a pending WYDOT TAP grant award of \$40,000 in federal funds for the completion of a feasibility study for the area including Snowy Range Road between Adams Street near the I-80 interchange and Hayes Street/Hwy 130/230 intersection.

The WYDOT TAP grant program is an 80% - 20% matching grant program that requires a 20% local cash match for the project. If the Council approved the WYDOT TAP grant agreement the 20% local match will be \$10,000 for a total project cost of \$50,000. Within the FY2015/16 adopted budget there is \$60,000 authorized in the Major Capital Fund for the West Gateway Beautification Project.

The West Gateway Beautification Project was initially identified as a potential alternative transportation and beautification enhancement project by the West Laramie Business Association. The West Laramie Business Association has not been active for a number of years. On the north side of the Snowy Range Road right of way (ROW) from the I-80 interchange to the HWY 130/230 intersection there is

approximately fifteen feet (15') to eighteen feet (18') of WYDOT property available for a shared use bike path, and future enhancements.

The WYDOT TAP review committee expressed some concerns regarding placing a bike path along the north side of Snowy Range Road with the existing commercial development. The committee suggested that a feasibility study was a better approach to determine where to plan for a shared use bike path through West Laramie. The City staff concurred that a feasibility study would engage the West Laramie residents with regard to where they believe a shared use bike path should be located.

Legal/Statutory Authority:

N/A

BUDGET/FISCAL INFORMATION:

REVENUE

| Source | Amount | Type |
|---------------|--------------------|---------------------------------|
| General Fund | \$10,000.00 | Major Capital Construction Fund |
| Grant | \$40,000.00 | WYDOT TAP Grant FY2015 |
| Other Revenue | | |
| Other | | |
| Total | \$50,000.00 | |

EXPENSE

Proposed Project Cost.

| | | |
|------------------------|--------------------|-----------------------------------|
| Total Project Cost | \$50,000.00 | Feasibility and conceptual design |
| Grants on Project | \$40,000.00 | WYDOT TAP Grant FY2015 |
| Grants for Project | | |
| Other/Outside Projects | | |
| City's Amount | \$10,000.00 | Major Capital Construction Fund |
| Contingency | \$0.00 | |
| Total Amount | \$50,000.00 | |

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

DMJ City Manager ^{or} DMJ City Attorney PH Parks & Recreation

RECEIVED JAN 23 2015



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



John F. Cox
Director

January 20, 2015

City of Laramie
Attention: Paul Harrison
Post Office Box C
Laramie, WY 82073

RE: Fiscal Year 2015 Transportation Alternatives Program (TAP) Agreement

Dear Mr. Harrison,

Enclosed you will find the Fiscal Year 2015 TAP Agreement for the West Laramie Snowy Range Road Feasibility Study.

The City of Laramie has been awarded at total of \$50,000 in TAP funding. The city will be required to pay twenty percent (20%) of every submitted reimbursement request.

Please be sure to have the Mayor, along with an attest, sign both copies of the original Agreement and send the information back to our office for processing. Copies of the information will be sent, as well as an official notice to proceed on the first stage of the project, when all signatures have been received. The city may not request reimbursement for any funds expended prior to the date of a notice to proceed.

Thank you in advance for your assistance. I look forward to working with you throughout the entirety of the project. If you should have any questions throughout this process, please feel free to contact me at 307-777-4862.

Sincerely,

Mariah L. Johnson
Local Programs Specialist

Enclosure(s)

Cc: Pat Persson, P.E. – WYDOT District Engineer



**TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT
FY2015
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF LARAMIE**

| | |
|--|--|
| Federal Award Information | |
| CFDA No.: 20.205 | CFDA Title: Highway Planning and Construction |
| Award Name: Transportation Alternatives Program | Awarding Federal Agency: Federal Highway Administration |
| WYDOT Award Information | |
| Agreement No.: CD15008 | Project No.: CD 0.00 CD15008 |
| Amount of Federal Funding Awarded: \$40,000 | |
| Recipient DUNS: 783281892 | Recipient County: Albany |
| WYDOT Program Mgr.: Sara Janes | Telephone: (307) 777-3938 Email: sara.janes@wyo.gov |
| WYDOT Contact for Confirmation of Funds: Barbara MacKenzie, Financial Services, Revenue | Telephone: (307) 777-4039 Email: barbara.mackenzie@wyo.gov |

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming 82009, and the City of Laramie, hereinafter referred to as the "Sponsor", whose address is, Post Office Box C, Laramie, Wyoming 82073-0830.
2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in the administration of the Wyoming Transportation Alternatives Program (TAP). All work covered by this Agreement shall comply with the standards of the Americans with Disabilities Act of 1990 (ADA).
3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.
4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**
 - a. **Project Scope.** The Sponsor shall undertake and complete the Project as described and set forth in the "Project Description" section of the project

Sponsor's TAP application, dated July 14, 2014, which is included as Attachment "A" and in accordance with terms and conditions of this Agreement.

a. Responsibility of Sponsor. Sponsor shall:

- i. Complete all administrative requirements, including having at least one LPA certified staff member;
- ii. Select consultants based on qualifications, utilizing WYDOT's help if needed;
- iii. Submit Plans, Specifications and Estimates along with bid documents to WYDOT LGC Office for review and concurrence prior to project advertisement;
- iv. Submit bid tabulations to WYDOT LGC Office for review and concurrence prior to awarding project;
- v. Monitor project progress and submit reimbursement requests to WYDOT's LGC office at least once per quarter; and
- vi. After final bill is paid, submit it for reimbursement to WYDOT LGC office with Completion and Acceptance Certificate

b. Responsibility of WYDOT. WYDOT will:

- i. Assist with consultant selection process;
- ii. Review plans and specifications for compliance;
- iii. Review bid tabulations prior to project being awarded;
- iv. Provide ongoing support through construction, including possible site inspections and reimbursement processing; and
- v. Ensure project acceptance and completion and process final reimbursement

b. Period of Performance. The Sponsor shall commence and complete the project in a professional, economical and efficient manner by September 30, 2016. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure (AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request WYDOT for an extension of time to complete the project. The request shall be in writing to the WYDOT Local Government Coordination Office. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.

c. Design Review and Approval and Consultant Selection. All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f)



review and mitigation statement shall be submitted to the WYDOT Local Government Coordinator. A Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT Local Government Coordination Office shall receive a copy of such plans and project contract documents and review and approve the same prior to the Sponsor's proceeding with construction bidding, contracting or other construction authorization under this Agreement. The consultant selection process shall comply with the Brooks Act, 40 USC 1101*et seq.* with guidance included in WYDOT Operating Policy 40-1.

d. Federal and State Required Contract Provision. The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- **Environmental Documentation:** contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
- **National Historic Preservation Act (106 process):** for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
- **Design Exceptions:** contract documents must note any design exceptions; no exceptions are available for compliance with the American with Disabilities Act (ADA).
- **Patented and Proprietary Products:** contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.
- **Buy America Provisions:** requires the use of American steel and iron products, when specified.
- **Disadvantage Business Enterprises (DBE):** DBE efforts shall be included in the project file, using the Form "E-91LPA" to document the bid solicitation, and to assure that the action taken is in compliance with this request. Written proof of compliance to this request should be available when requested.
- **Required Federal Contract Provisions:** The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273



requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.

- **Manual of Uniform Traffic Control Devices (MUTCD):** signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.

- **Labor Rates:** contract documents must include provisions for the compliance with Davis-Bacon as outlined in the Form FHWA-1273.

- **Equipment/Materials/Labor Cost Determination:** unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

e. Prohibited Interest. No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.

f. Project Abandonment. Should the Sponsor abandon the project prior to completion, or if the project is not let to construction within two years of the completion of the design due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any Federal Aid portion of the work completed at the time of abandonment.

g. Project Administration. Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program on an 80/20 percent matching ratio and must remain within the total project cost. Reimbursements for the federal portion of the project (80 percent) shall be submitted on WYDOT Form LGC-CR, Project Cost Reimbursement Statement, signed by the authorized Sponsor representatives and approved by the WYDOT Local Government Coordination Office.

h. Project Contracting and Construction. Project work shall be performed by individuals, partnerships, corporations or other business entities who are duly qualified to do business in the State of Wyoming and who have secured all licenses and permits required by applicable state laws, county regulations, and



city ordinances. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balanced unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.

i. Project and Final Inspections. Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (normally the final 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyo. Stat. § 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Acceptance Certificate and Final Completion Form, which shall accompany the final reimbursement payment request.

j. Project Funding. Federal funding for this project will not exceed \$40,000. In accordance with WYDOT's policies, a program match requirement of 80 percent of federal and 20 percent local share of the project costs shall apply. Project total cost exceeding project estimate of \$50,000 (including local match) shall be borne by the Sponsor.

TAP is funded on a reimbursement basis. No funds will be paid by WYDOT prior to being paid first by the Sponsor. All requests for payment must be submitted to WYDOT's LGC Office on the LPA – CR form that will be supplied to the Sponsor. Reimbursement requests must also include all applicable supporting documentation including: copies of invoices to be reimbursed and proof of payment by the Sponsor.

Reimbursement requests will be accepted on a monthly basis and must be submitted no less frequently than once every three months in order for the project to remain active and to avoid the risk of federal funds being rescinded. If no financial activity occurs in a given quarter, the Sponsor shall notify WYDOT's LGC Office in writing of the status and schedule of the project.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds, WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that you provide



your Data Universal Numbering System (DUNS) number to WYDOT. This requirement means you need to be registered with DUNS and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

and

<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

The Sponsor may elect to use land, either wholly owned or donated, as part match for the project. The land must become part of the project, and would fulfill part/all of the match requirements of the Sponsor. If the land is to be donated, that action must take place after execution of this Agreement, must be from a private donor and must be for exclusive use of the Project noted above in Section 4a. If the Sponsor accepts the donation of land, the land value used to offset the match may not exceed the 20 percent match requirement, regardless of the appraised value of the land. The donation of land must be supported by a formal land appraisal completed by a professional land appraiser certified by the Wyoming State Appraiser Board. A copy of the executed deed with the land description must be included with the appraisal.

k. Project Maintenance. Project maintenance and perpetual care shall be the responsibility of the Sponsor.

l. Public Interest Finding. If the Sponsor elects to use Force Account work (materials and/or labor) as its local match or a portion of its local match, such a determination requires the Sponsor to make a finding in the public interest. Such a public interest finding must not exceed \$50,000. Prior to the use of Force Account work, the Sponsor must complete a Public Interest Finding on WYDOT Form LGC-PIF (included in Sponsor's Project Packet). WYDOT Form LGC-PIF must be submitted by the Sponsor for approval by the WYDOT Local Government Coordination Office.

m. Restrictions, Prohibitions, Controls and Labor Provisions

i. Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. Disadvantaged Business Enterprise (DBE) Requirements.



1. **Policy.** It is the policy of WYDOT that Disadvantaged Business Enterprises, defined as Minority Business Enterprises and Woman Business Enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
2. **DBE Obligation.** The Sponsor or its contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted Contracts.
- iii. **Title VI Civil Rights Act of 1964.** The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.
- iv. **Compliance with Elderly and Disabled Regulations.** The Sponsor shall comply with applicable regulations regarding transportation for Elderly and Disabled persons, set forth in 49 CFR Part 27 and the Americans with Disabilities Act of 1990.
- n. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT District Engineer a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-Way and Utility Clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.

5. **General Provisions**

- a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. **Americans with Disabilities Act.** The Sponsor 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 and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.
- f. **Audit/Access to Records.** This Agreement is considered a pass-through Agreement and must follow the Office of Management and Budget (OMB) Circular A-133 which requires Sponsors that expend \$500,000 or more in total Federal awards during their fiscal year to:
- Have a single audit or program-specific audit conducted; and
 - The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the Federal agency that provided the funding or a different period is specified in a program-specific audit guide.
 - No audit costs may be charged to Federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, Federal agencies and pass-through entities shall take appropriate action using sanctions as follows:
 - Withholding a percentage of Federal awards until the audit is completed satisfactorily;
 - Withholding or disallowing overhead costs;
 - Suspending Federal awards until the audit is conducted; or
 - Terminating the Federal award.

In addition to the above requirements, WYDOT Internal Review requires Sponsors to:



- Provide a certification letter to WYDOT that states:
 - If the above-mentioned audit was conducted,
 - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
 - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor's audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:

Wyoming Department of Transportation
 Internal Review Services
 5300 Bishop Boulevard
 Cheyenne, Wyoming 82009-3340

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, Federal personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete.

- g. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will 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 WYDOT to terminate this Agreement in order to acquire similar services from another party.
- h. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. **Entirety of Agreement.** This Agreement, consisting of 13 pages, Attachment "A", consisting of 1 pages, and Attachment "B", consisting of 1 pages represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.



- j. Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
- i.** Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii.** Procures a commercial sex act during the period of time that the award is in effect; or
 - iii.** Uses forced labor in the performance of the award or subawards under the award.
- k. Indemnification.** The Sponsor shall indemnify, defend and hold harmless the State of Wyoming, WYDOT, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of the Sponsor's failure to perform any of Sponsor's duties and obligations hereunder or in connection with the negligent performance of the Sponsor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the Sponsor's malpractice.
- l. Kickbacks**
- i.** The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii.** The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - iii.** No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - iv.** If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. Limitations on Lobbying Activities.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.
- n. Nondiscrimination.** The Sponsor 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. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

- o. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.
- p. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- q. Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.
- r. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the Sponsor 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 Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- t. Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.sam.gov. Further, the Sponsor agrees to



notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

- u. **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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

"THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"



6. **Signatures.** In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

CITY OF LARAMIE:

Name

By: _____
Dave Paulekas, Mayor

Title

Printed Name

(SEAL)

Date

ATTEST:

**WYOMING DEPARTMENT OF
TRANSPORTATION:**

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____
Del McOmie, P.E., Chief Engineer

(SEAL)

Date

Approved as to form:

By: _____
Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: 1/16/15



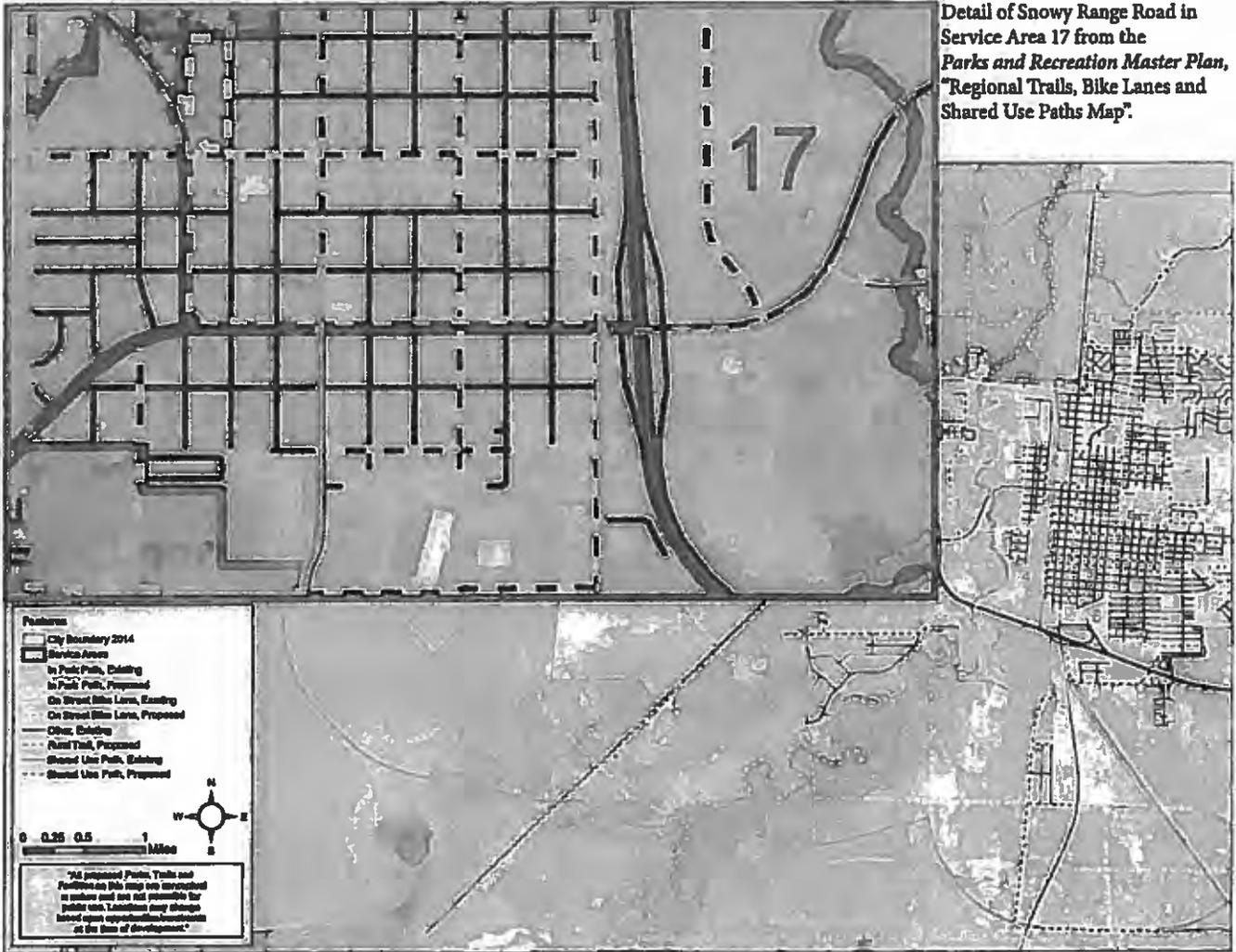
Attachment "A"

The City of Laramie will be completing a feasibility study for the area including Snowy Range Road between Adams Street near the I-80 interchange and Hayes Street/Hwy 130/230 intersection.



Detail of Snowy Range Road in Service Area 17 from the Parks and Recreation Master Plan, Regional Trails, Bike Lanes and Shared Use Paths Map.

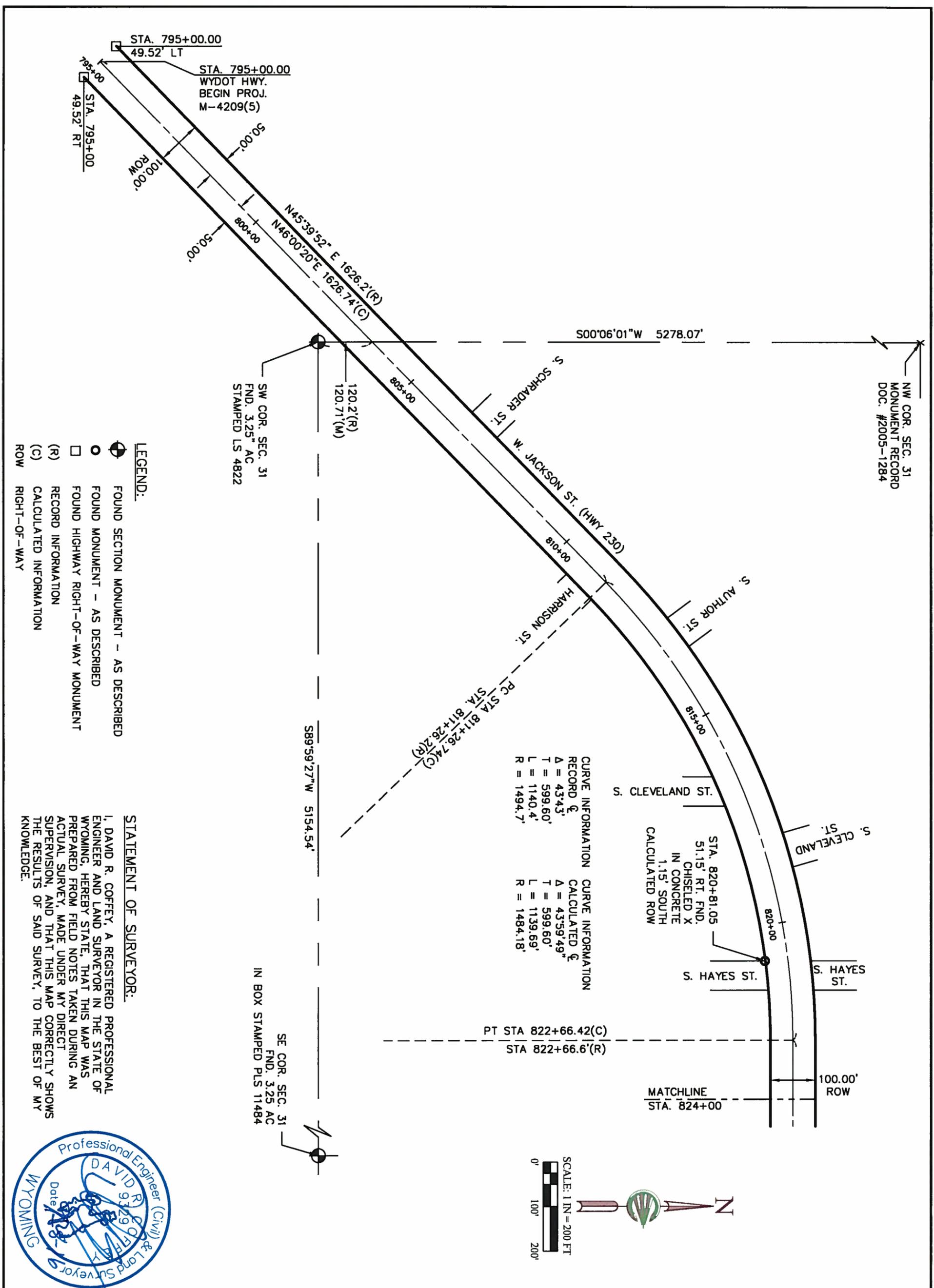
Attachment "B"



APPENDIX B

Snowy Range Road Record of Survey

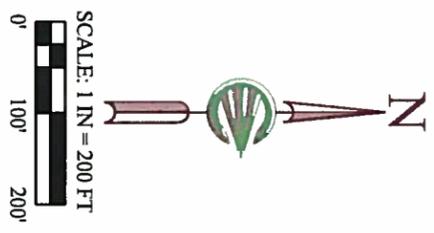
NW COR. SEC. 31
MONUMENT RECORD
DOC. #2005-1284



- LEGEND:**
- FOUND SECTION MONUMENT - AS DESCRIBED
 - FOUND MONUMENT - AS DESCRIBED
 - FOUND HIGHWAY RIGHT-OF-WAY MONUMENT
 - (R) RECORD INFORMATION
 - (C) CALCULATED INFORMATION
 - ROW RIGHT-OF-WAY

STATEMENT OF SURVEYOR:

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE, THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



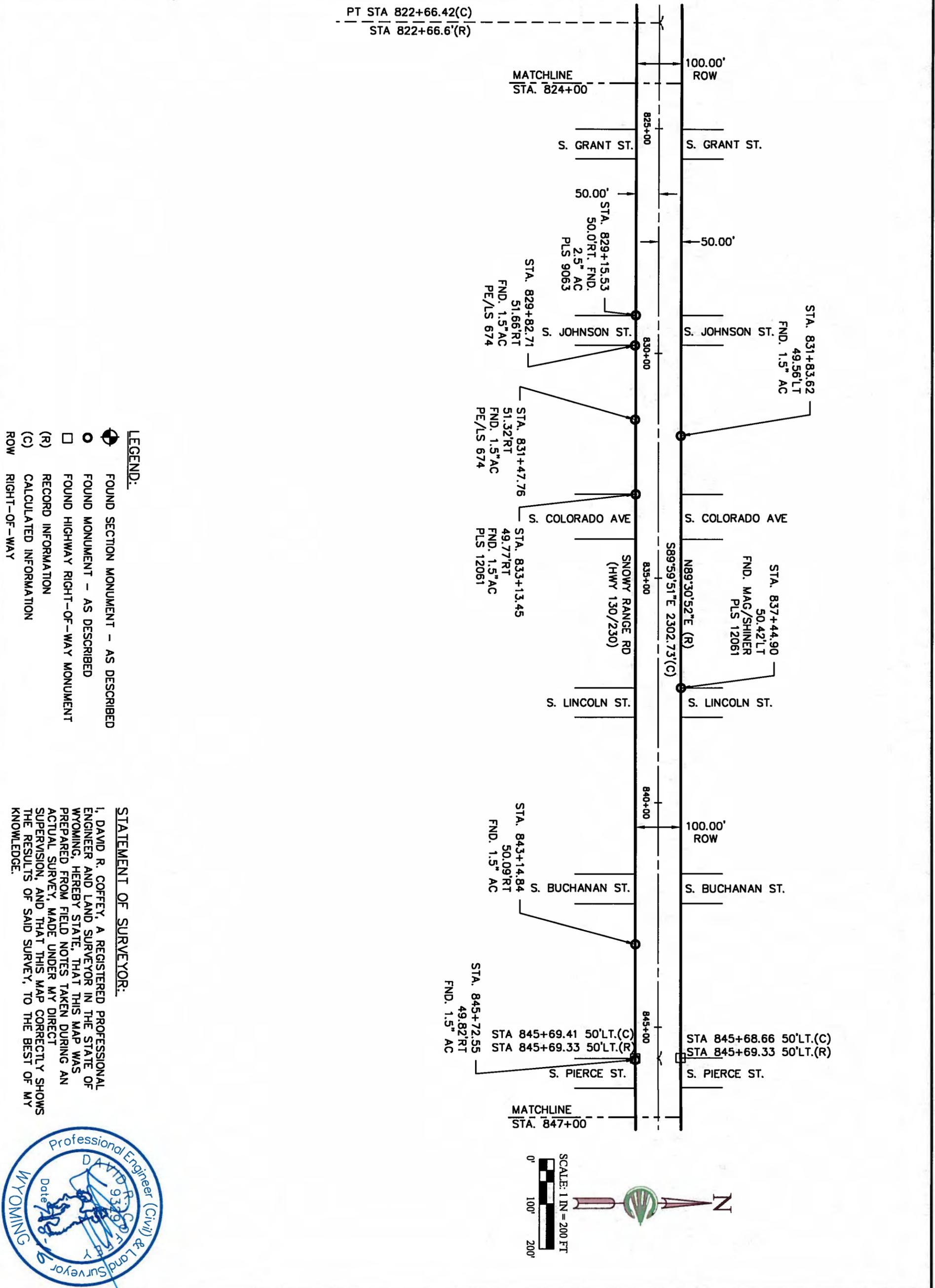
SNOWY RANGE ROAD RECORD OF SURVEY

SEC. 31 & 32, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING

Project: 2135.02
Drawing: 2135.00ROS
Drafted By: CGT
Date: 9/08/16
Rev. Date:
Check By: DRC

Sheet:
1
/ 4

PT STA 822+66.42(C)
 STA 822+66.6'(R)



- LEGEND:**
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COFFEY
 ENGINEERING & SURVEYING
 902 S. 3rd St., Laramie, WY 82070
 [P] 307-742-7425 [F] 307-742-7403

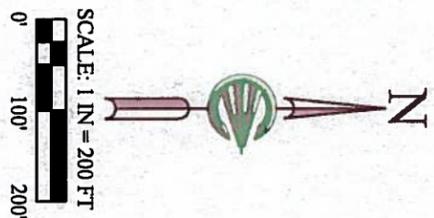
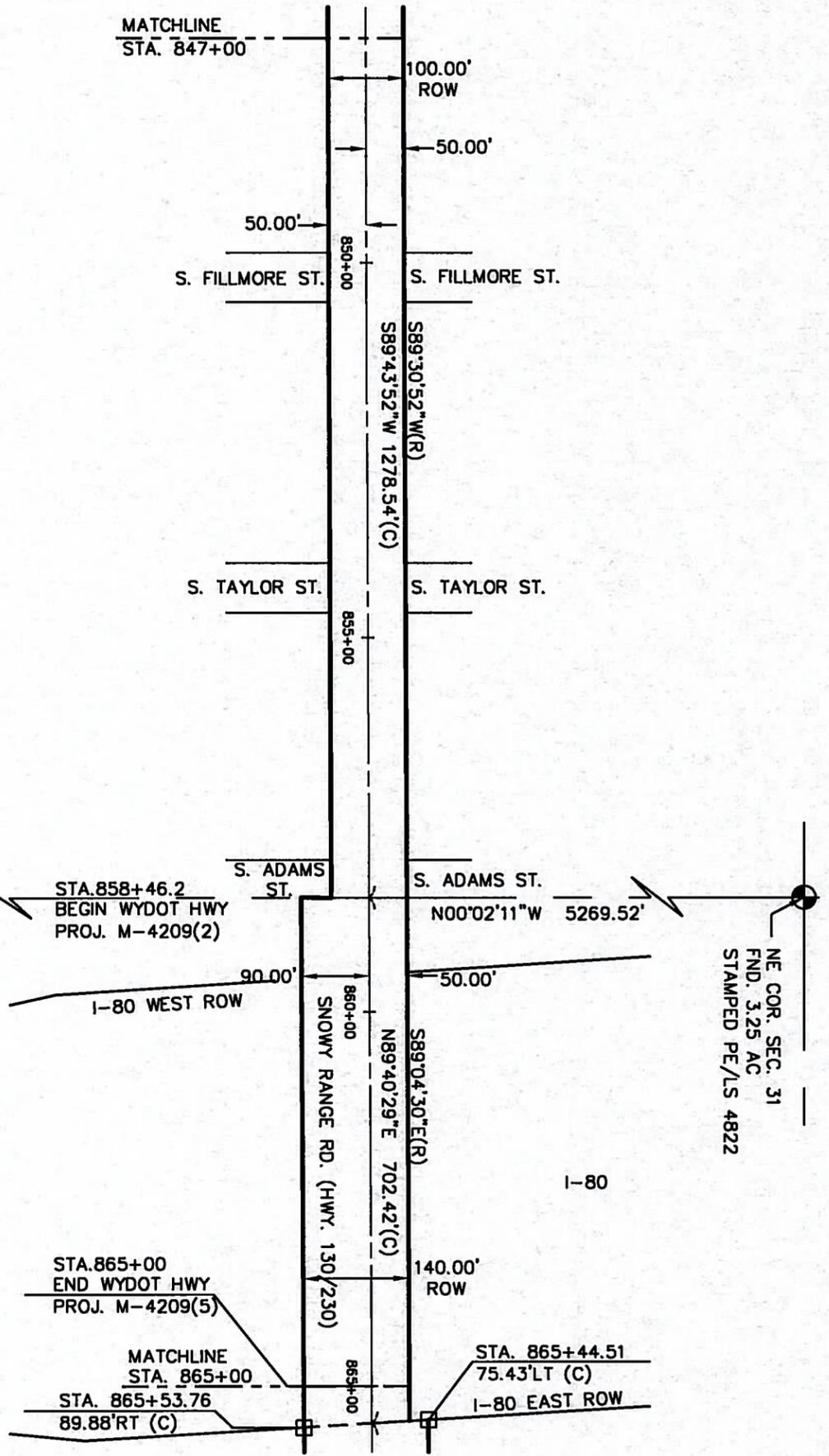
**SNOWY RANGE ROAD
 RECORD OF SURVEY**
 SEC. 31 & 32, T16N, R73W, 6TH P.M.
 ALBANY COUNTY, WYOMING

Project: 2135.02
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 Drafted By: CGT
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Sheet:
 2 / 4

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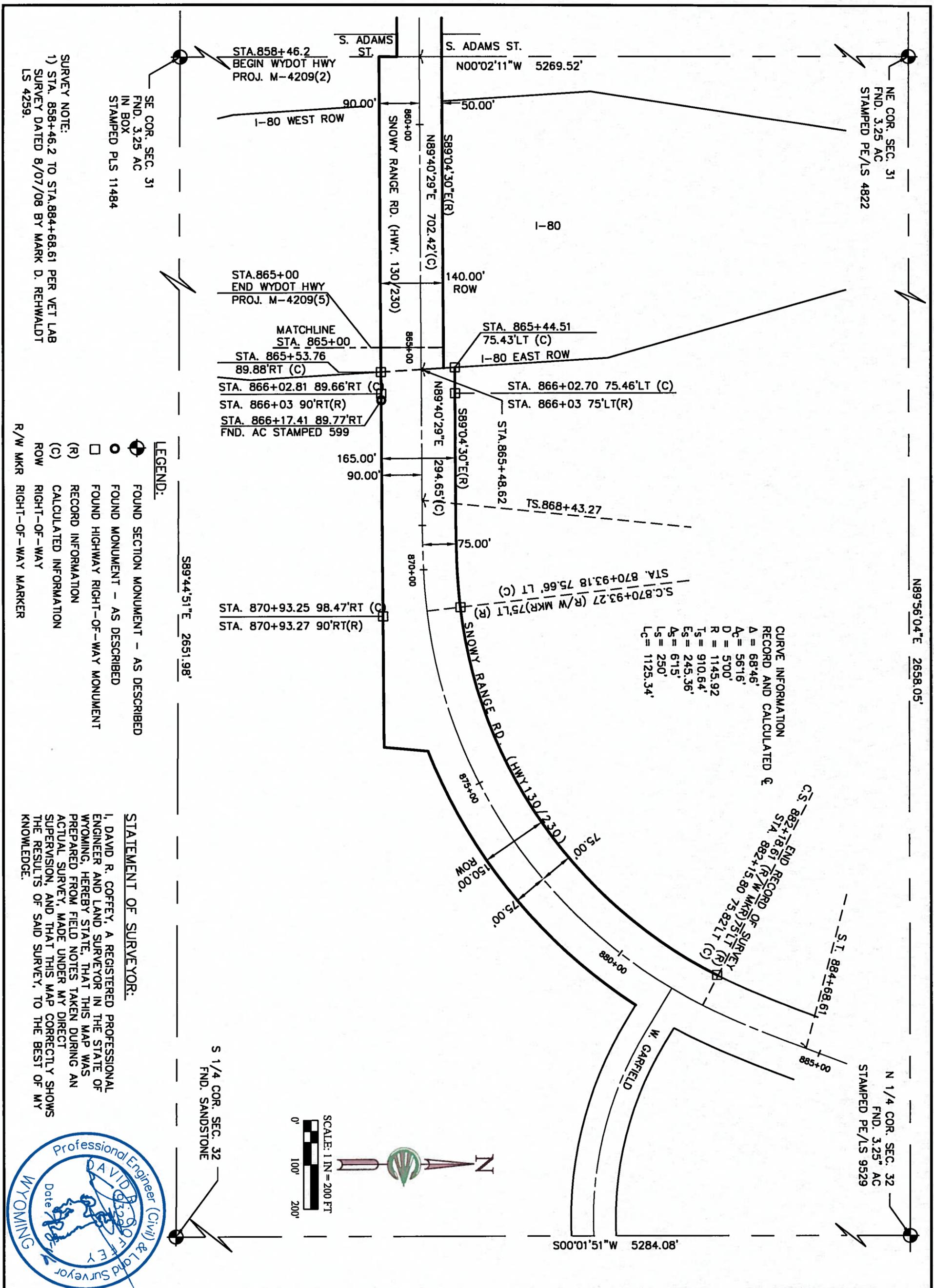


SNOWY RANGE ROAD RECORD OF SURVEY

SEC. 31 & 32, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING

Project: 2135.02
 Drawing: 2135.00ROS
 Drafted By: CGT
 Date: 9/08/16
 Rev. Date:
 Check By: DRC

Sheet:
3 / 4



SURVEY NOTE:
1) STA. 858+46.2 TO STA. 884+68.61 PER VET LAB SURVEY DATED 8/07/08 BY MARK D. REHWALDT LS 4259.

SE COR. SEC. 31
FND. 3.25 AC
IN BOX
STAMPED PLS 11484

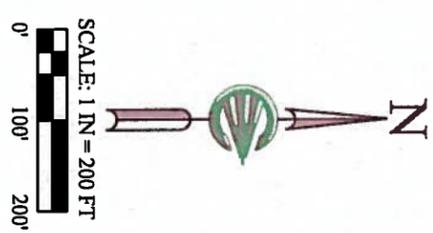
NE COR. SEC. 31
FND. 3.25 AC
STAMPED PE/LS 4822

LEGEND:

- FOUND SECTION MONUMENT - AS DESCRIBED
- FOUND MONUMENT - AS DESCRIBED
- FOUND HIGHWAY RIGHT-OF-WAY MONUMENT
- (R) RECORD INFORMATION
- (C) CALCULATED INFORMATION
- ROW RIGHT-OF-WAY
- R/W MKR RIGHT-OF-WAY MARKER

STATEMENT OF SURVEYOR:

I, DAVID R. COFFEY, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN THE STATE OF WYOMING, HEREBY STATE THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY, MADE UNDER MY DIRECT SUPERVISION, AND THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY, TO THE BEST OF MY KNOWLEDGE.



**SNOWY RANGE ROAD
RECORD OF SURVEY**

SEC. 31 & 32, T16N, R73W, 6TH P.M.
ALBANY COUNTY, WYOMING

Project: 2135.02
Drawing: 2135.00ROS
Drafted By: CGT
Date: 9/08/16
Rev. Date:
Check By: DRC

Sheet:
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4



APPENDIX C

Minutes from Meeting with WYDOT, September 14, 2016

WYDOT Operating Policy 20-1, Roadside Landscaping

Snowy Range Road Pathway Feasibility Study

Meeting with WYDOT

September 14, 2016, 1:30 p.m.

WYDOT Headquarters

Attendance:

Tom DeHoff, District Engineer

Randy Griesbach, District Traffic Engineer

Steve Cook, Resident Engineer

Todd Feezer, Director of Parks and Recreation, City of Laramie

Eric Jaap, City Engineer, City of Laramie

Darci Hendon, Ayres Associates

Minutes:

1. **Purpose of the meeting was to review the concepts for a pathway along Snowy Range Road to ensure that an of the proposed concepts are acceptable to WYDOT and can be presented as feasible options to the public at the public meeting scheduled for September 21, 2016.**
2. Project Overview, including available Right of Way.
 - a. 100' ROW west of I-80
 - b. 68' TBC – TBC, west of I-80 (5 lane section)
 - c. **Existing speed limit is 30 mph**
3. Options west of Interstate-80 being proposed:
 - a. 11' Shared use path on north side of road, with a buffer between curb and pathway, where buffer is feasible.
 - b. 11'-7' Shared use path on south side of road, with a buffer between curb and pathway, where buffer is feasible (note that just west of Grant St. to Cleveland St. there are buildings that are 8' from TBC to building, so path could only be 7'± wide.)
 - c. 4' On-street bike lanes in both directions with 8' sidewalk on north side of road, with a buffer between curb and sidewalk, where buffer is feasible.
 - d. 4' On-street bike lanes in both directions with 8' sidewalk on both the north and south sides of road, with a buffer between curb and sidewalk, where buffer is feasible (note that just west of Grant St. to Cleveland St. there are buildings that are 8' from TBC to building, so path could only be 7'± wide.)
 - e. **All of these options are acceptable by WYDOT to present at the public meeting.**
4. Options east of Interstate-80 being proposed (on-street bike lanes were recently added to Snowy Range Road, east of the interstate):
 - a. 8' Sidewalk, offset from roadway, on south side and/or north side of road
 - b. 11' Shared use path, offset from roadway, on south side and/or north side of road
 - c. **Consideration needs to be given to existing drainage patterns and culverts which exist in all four quadrants, on either side of the on/off ramps. Darci has these culvert locations and will**

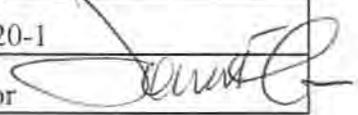
include a discussion about drainage/culverts in the feasibility study. These areas are not used for storage of storm water, it is a flow in / flow out system.

- d. The east bound shoulder of Snowy Range Road, east of Interstate 80 recently had bike lane symbols and arrows added between the interstate off ramp and Garfield Street. No one at the meeting was aware of this. Eric discovered that the City Street Department painted those symbols. (The existing shoulders are 10' wide from the white edge stripe to the edge of asphalt.)



- 5. Taking the pathway under Interstate-80
 - a. Currently there is 3'-3" clear distance for the sidewalk between the back of curb and the closest pier.
 - b. Options to discuss:
 - i. Reducing shoulder width by moving curb line in to widen available sidewalk width. (Existing 10' shoulder). **WYDOT needs to maintain width required for future capacity. This includes an additional left turn lane to get onto the interstate ramps. They will allow the travel lanes to be reduced to 11' wide. Reducing the shoulder width to allow for a wider sidewalk on the inside of the existing piers can be included in the feasibility study, as long as it is followed up with a discussion about the need to maintain future capacity.**
 - ii. Removing slope paving, adding a block wall to provide adequate distance between pier and new block wall for pathway. **Following the meeting Darci discussed this option with Mike Menghini, Head of the WYDOT Bridge Program. He stated that he does not see an issue with removing the slope paving and adding a modular block wall – given that the proposed design stays out of the foundation of the abutment. As an explanation – modular block walls typically require geogrid to be placed perpendicular to the wall. This geogrid helps to keep the soil behind the wall from pushing the wall over. A taller wall requires the geogrid to go be longer. The proposed block wall height needs to be balanced with the available horizontal distance between the block wall and the foundation of the abutment.**
 - iii. **This bridge was replaced in 2000 with a 30 year design life. There is no anticipated reconstruction of this bridge at this time.**
- 6. Signage – requirements for offset from roadway and pathway
 - a. **Signs were discussed in general, see included photos of some of the WYDOT signs along the roadway. The concern is that with a wide shared use pathway, that there will be limited area inside the ROW to accommodate signs and/or that if the signs are placed on the outside of the pathway, that they will be hard to see – particularly signs that are just beyond the horizontal limits of the interstate bridge.**
 - b. The following criteria will be required for all signs which will be relocated due to pathway improvements:
 - i. **All existing signs must be visible in their proposed location.**

- ii. **Require 4' from top back of curb to the edge of the sign (not the sign post)**
 - iii. **Signs could be placed on a cantilevered post above the pathway**
 - iv. **All signs must be designed to follow the MUTCD**
 - v. **All signs, hardware, posts, and location must be in conformance with the WYDOT sign policy. The WYDOT signing manual 2016 is available on-line at:
http://www.dot.state.wy.us/home/engineering_technical_programs/manuals_publications/contentB/contentList_2109/fileContainer/wydot-signing-manual-2016-updated-6-23-2016.html**
 - vi. **Construction plans will have to be reviewed by WYDOT to verify sign placement**
 - c. **Where available land exists, the pathway could be offset further from the curb to allow room for the sign(s) to remain in their current location.**
 - d. **It was asked if the guide signs could be made to look more artistic/add to the beautification of the corridor. The WYDOT Sign Dept. will review alternate sign designs, but the design must follow the MUTCD. It was discussed that Cedar City, Utah had signage which was more decorative than standard.**
 - e. **There are locations along Snowy Range Road which do not have enough existing right of way for a wider sidewalk. It was discussed whether an easement or purchase of right of way would be required to place a wider pathway. WYDOT does not require that the City purchase right of way. Those present felt that a permanent easement would be fine. If any WYDOT signs needed to be located outside of the right of way – they would need to be located in a permanent easement. Randy asked if property owners had to pay taxes on land which had a permanent easement on it.**
7. **Public art, landscaping and amenities – is there any concern by WYDOT for types of these features inside the right of way?**
- a. **Buffers between back of path and parking lots**
 - b. **Art/landscaping in “Y” at Highway 130/230 intersection**
 - c. **Landscaping improvements around the I-80 ramps**
 - d. **Options for a buffer between edge of asphalt and pathway on east side of Interstate**
 - e. **All present were in favor of beautifying the corridor, including the area around the interchange and the 130/230 intersection.**
 - f. **All art and beautification items must be located outside of the clear zone (4' from back of curb.)**
 - g. **All art, landscaping and beautification items must be outside of the sight triangles. Note that the requirements for sight triangles are contained in the access policy and include a driver’s eye at 15’ from back of curb, 3.5’ driver eye height and a 220’ sight line for a 30 mph speed limit.**
 - h. **Any landscaping and beautification items must have an approved Landscaping Agreement prior to construction.**
 - i. **Refer to Operating Policy 20-1 for landscaping requirement/criteria.**

| | |
|---|---|
| WYOMING DEPARTMENT OF TRANSPORTATION | OPERATING POLICY |
| ISSUED: April 1, 2009 | POLICY NUMBER: 20-1 |
| | AUTHORITY: Director  |

SUBJECT: Roadside Landscape

I. Purpose

This operating policy:

- A. Establishes guidelines for roadside landscaping on Wyoming Department of Transportation (WYDOT) rights-of-way.
- B. Establishes guidelines for Department participation in landscaping work.
- C. Defines goals for landscaping and vegetation management as they apply to rural and urban highway rights-of-way, including:
 - 1. Reducing maintenance costs;
 - 2. Enhancing or protecting aesthetics, endangered species, natural habitats, and plant communities;
 - 3. Defining WYDOT's xeriscape philosophy;
 - 4. Maintaining community relationships;
 - 5. Protecting native flora and fauna in rural areas;
 - 6. Re-establishing native and indigenous grasses, forbs, and shrubs; and
 - 7. Controlling noxious or toxic weeds.
- D. Establishes procedures for permitting the work.

In all cases the motoring public's safety is the paramount concern.

The Department cooperates with local public entities and adjacent landowners in landscaping highway rights-of-way within available funding limits.

II. Responsibility

The district engineer administers this policy. The permittee must ensure that all beautification work within rights-of-way comply with all existing WYDOT policies and procedures, state statutes, and local regulations.

The approved local government entity or adjacent landowner is responsible for maintaining landscaping done by permit within rights-of-way. A local government entity may transfer maintenance responsibilities to an adjacent landowner or others by mutual agreement. In all

cases, the permittee specified in the signed landscaping agreement or license retains responsibility for maintaining landscaped areas, even though others may be doing the work.

The Department is not responsible for routine upkeep and maintenance.

To ensure public safety, WYDOT reserves a 35-foot-wide zone in rural locations, measured from the edge of traveled-way outwardly, for roadside maintenance purposes.

Permittees allowed to landscape indemnify the Department and hold it harmless from injuries sustained or property damage resulting from approved landscaping. All individuals working within highway rights-of-way must adhere to applicable safety standards.

III. Procedure

A local government entity or adjacent landowner desiring to landscape within a highway right-of-way submits Form M-26 to the appropriate district engineer for review and approval.

For work on an expanded scale involving right-of-way in front of several different landowners' property, a governmental entity submits a formal letter of request with Form M-26 to the district engineer. WYDOT considers landscaping requests from Wyoming municipalities, counties, or adjacent landowners only. Formal landscape requests must provide a detailed landscape plan, state the goals and scope of the desired landscaping and the amount of desired Department funding, and include a statement that the applicant accepts maintenance responsibility. The district engineer works with the applicant to complete a written landscaping agreement specifying duties and responsibilities. The district engineer retains authority and responsibility for approving the overall project, including but not limited to the location, size, and type of all proposed landscape features.

Surface drainage within landscaped areas must be maintained.

District personnel review all landscape permits to ensure no adverse impact on highway safety occurs. Landscape features must provide safe sight distances, shall not restrict the view of any highway signage, or be located to violate any ADA access guidelines, as determined by the district traffic engineer. Within municipalities, landscape features must comply with local codes

Shrubbery or trees planted within the right-of-way having a trunk diameter of greater than 4 inches at maturity must comply with the clear zone criteria for a rural section in the WYDOT design guides. Any part of a tree's canopy within 2 feet of the back of curb or extending over the roadway shall be pruned and maintained to be not less than 19 feet above the roadway surface. The district will review the landscape permit to eliminate trees not allowed because of undesirable characteristics—such as shallow, destructive root systems; suckering plants; size given the right-of-way width available; and so forth. Conifers and cottonwoods will not be allowed within the right-of-way in any circumstance.

Shrubs, grasses, and other low lying plants shall be, at maturity, a minimum of 2 feet behind the back of curb to allow opening of car doors. These plants must also be less than 2.5 feet tall when located in areas that may restrict sight distance for intersections and accesses.

If the local government entity proposes trees that will overhang or otherwise encroach onto adjacent private property, written assurance must be provided to WYDOT that the adjacent landowner concurs with the trees being planted and the encroachment.

IV. Wildflowers and Native Vegetation

The Department encourages and allows all municipalities, counties, adjacent landowners, and approved local groups to secure wildflower and native vegetation landscaping permits (Form M-26) and the Wyoming Cooperative Highway Landscape Grant Application. It also recommends use of the Wyoming Cooperative Highway Landscape Program description for planting wildflowers and native vegetation. WYDOT encourages using low maintenance xeriscape landscaping where practical. For additional information on xeriscape landscaping, contact the Department's agronomist.

Incidental plantings of wildflowers and native vegetation are handled case by case. The permittee is responsible for whatever maintenance is required.

WYDOT may consider introducing wildflowers and native vegetation as a part of a project revegetation plan on construction projects. For non-construction projects, interested parties desiring Department participation in obtaining wildflower seeds, native plants, or xeriscapes must submit a Wyoming Cooperative Highway Landscaping Program application, supplement of the M-26, to the appropriate district engineer.

V. Monetary Participation by WYDOT on Construction Projects

On construction projects, WYDOT replaces existing landscaping features in kind; and, where feasible, participates in upgrading landscaping features as requested by the local government entity or adjacent landowner and approved by the district engineer. Upgrading is considered when the interested party initiates a timely, written agreement with the district engineer requesting modification of the existing or proposed roadway landscape features.

For work on an expanded scale within urban limits, involving right-of-way adjacent to the property of several different landowners, the local government entity is encouraged to lead the landscaping effort. Within urban limits, local government entities are responsible for obtaining and installing trees, shrubs, sod, sprinkler systems, and any other landscaping features with their own resources, unless an agreement is executed with the Department to participate in a portion of the landscape features under an existing construction contract. The local government entity monitors and maintains these landscape features once they are placed.

VI. Monetary Participation by the Department Other Than on Construction Projects

It is not the Department's intent to initiate landscaping features in non-construction project locations.

Funding for approved landscaping projects along Wyoming's highways is defined in the annual operating budget as special maintenance or other categories as appropriate.

VII. Monetary Participation by the Department Outside the Highway Right-of-Way

WYDOT does not participate in landscaping work outside the right-of-way.

VIII. Responsibility and Obligations

The Department works to retain the original or existing landscaping features or maintain the present quality level; however, the traveling public's safety and convenience is always given priority. WYDOT is not responsible for other authorized organizations that may damage approved landscape areas within rights-of-way.

Reference: WYDOT Construction Program, Wyoming Department of Transportation Design Guides.

APPENDIX D

Public Meeting No. 1: Power Point presentation, Sign in Sheets and Comments received



SNOWY RANGE ROAD PATHWAY OPEN HOUSE

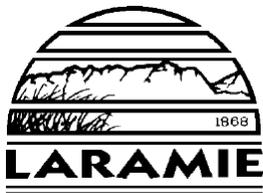
Wednesday, **September 21st 5:30PM - 7:30PM**

Linford Elementary: 120 S Jefferson St.

15 Minute Presentations at 5:30 & 6:30 PM

The City of Laramie Parks & Recreation Department is conducting a Feasibility Study for a **Shared Use Pathway** along Snowy Range Road from Cleveland St. to Garfield St.

We need your ideas on where to place the path, how to accommodate bicycles and pedestrians, and enhancements (landscaping, art, & signage).



SNOWY RANGE ROAD PATHWAY OPEN HOUSE

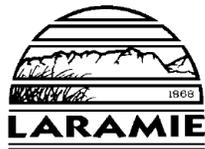
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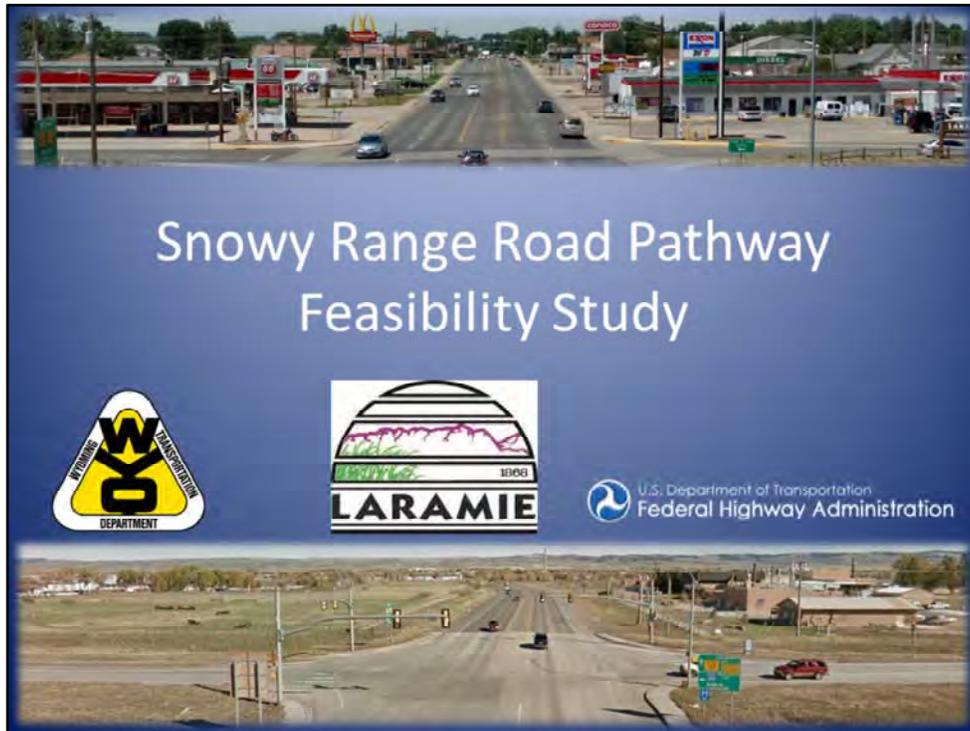
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We need your ideas!

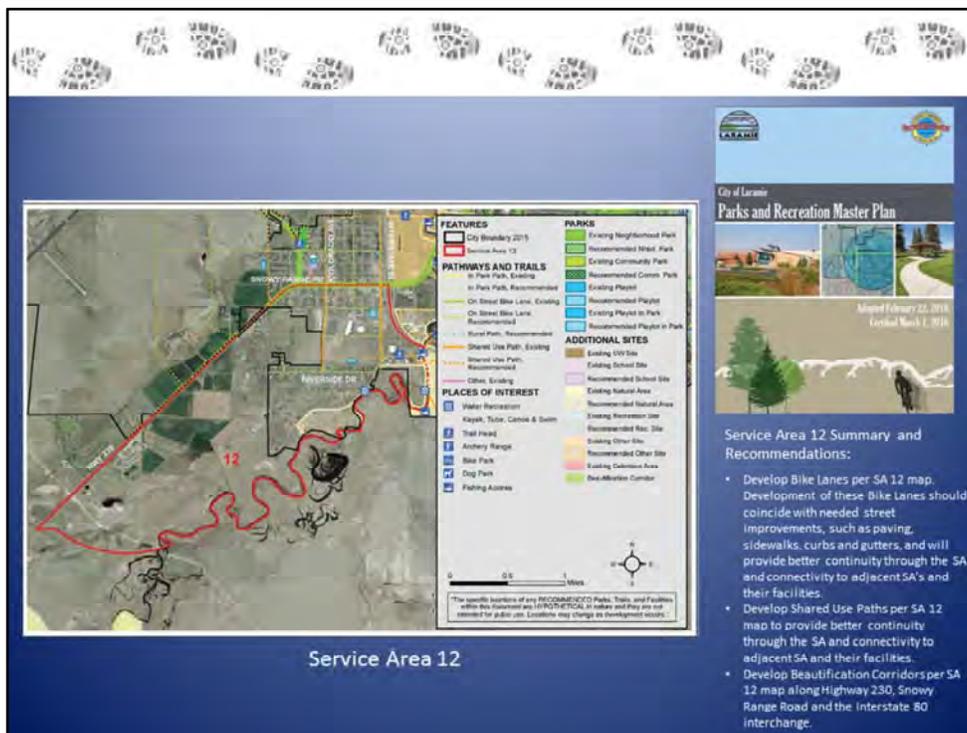
Feasibility Study for a **Shared Use Pathway** along
Snowy Range Road from Cleveland St. to Garfield St.





Discuss TAP Grant and where funding came from. Discuss that there are currently no funds for construction, only funds for the study to provide a recommendation for the future improvements.

Snowy Range Road Pathway Feasibility Study, Public Meeting #1, Sept. 21, 2016



Improvements are recommended in the Parks and Recreation Master Plan. We want to provide greater connectivity to pathways which are already in place such as the Laramie River Greenbelt and the shared use path on Colorado Avenue.

Snowy Range Road Pathway Feasibility
Study, Public Meeting #1, Sept. 21, 2016



This feasibility study includes a conceptual pathway alignment between Cleveland Street and Garfield Street. We want this pathway and the improvements to reflect what the users and the adjacent homes and businesses want. This is often a balancing act because the users and the adjacent land uses see the improvements thru a different lens. Users are often looking at connectivity and the “experience” the pathway offers. Adjacent businesses are often considering safety and impacts to their businesses. The project team will be evaluating all of these opportunities and constraints. We are here today to hear what you have to say about where to place the path and what it should look like.

Snowy Range Road Pathway Feasibility
Study, Public Meeting #1, Sept. 21, 2016



The image shows a Google Map of Laramie, Wyoming, with a 'Walk Score Map' overlay. The map is color-coded by walkability score, with a legend in the top right corner showing a scale from 25 (yellow) to 100 (green). Three blue arrows point to specific areas on the map with their respective scores: 21 in the west, 25 in the southwest, and 36 in the southeast. The University of Wyoming is visible in the center. The map includes a 'Walk Score Map' label in a yellow box at the top left, a Google logo at the bottom left, and 'Map data ©2016 Google' at the bottom center.

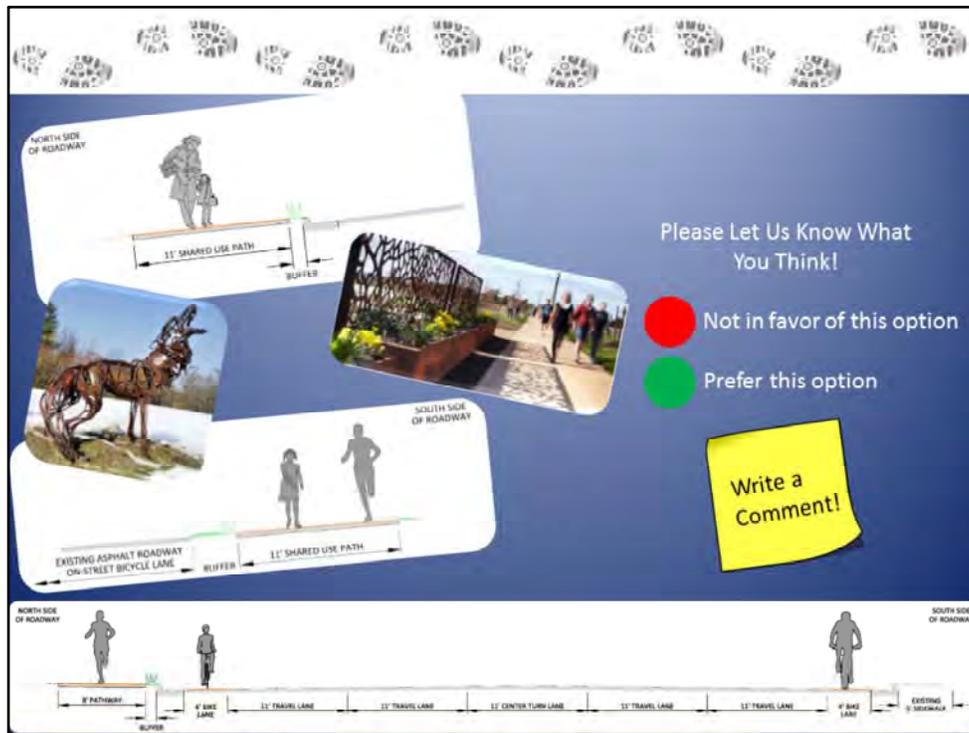
“The Mispillion River Greenway is credited with inspiring downtown investment and a net gain in new businesses.” – *Economic Benefits of Trails and Greenways*, published by Rails-to-Trails Conservancy (2003)

“One point increase in Walk Score was associated with between \$700 and \$3,000 increase in home values” – Joe Cortright, Impresa, Inc. (2009) *Walking the Walk*, CEOs for Cities

“In Minneapolis, the Midtown Greenway has spurred development of new housing and businesses to take advantage of the desirable location adjacent to the trail.” – Trails and Economic Development, Rails-to-Trails Conservancy (August 2007)

This section of Laramie has quite a bit of vacant properties and in some cases under utilized lots where you have a large lots with smaller homes. Bringing a pathway to this area can potentially bring economic development with it. Research has shown that the walkability of a neighborhood can increase home values, as well as making the area more attractive to businesses and developers. I have a binder which contains several articles related to the economic benefits of walkability, bicycle accommodations, and trails. Please take a look, if you would like me to email copies of these articles to you, just let me know.

Snowy Range Road Pathway Feasibility Study, Public Meeting #1, Sept. 21, 2016



How should the improvements be configured? On-Street bike lanes? Pathway width? Location? Thank you for being here. Please take the time to help us by “voting” for items you like or don’t like, write comments on a sticky note and paste it to the boards or the roll plot, or please fill out the comment sheet. We will take your input and make a plan for the pathway location and configuration. We will bring these ideas back to you at another public meeting. You can then tell us if we heard you correctly, or if we need to make more tweaks to the conceptual plans. This is an iterative process and we need your input to make this project a success.



Snowy Range Road Pathway Feasibility Study

Public Open House #1 (Linford Elementary School), September 21, 2016

| NAME | ADDRESS | E-MAIL ADDRESS | HOW DID YOU HEAR ABOUT THIS MEETING? |
|-----------------------|---------------------------------------|----------------------------|--|
| Joe Lord | Laramie | joelord@cowboys-wyo.edu | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Anthony Gonzales | LARAMIE | 136 Cleveland Street | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Jesse Barela | Laramie | 127 Cleveland St | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Julia Lawrence | Laramie | Julia-lawrence@hotmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other <u>WORK</u> |
| KATE & HARRP | Lamie | Packer pike@hotmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Nathan & Mary Fleming | Laramie | nathanfleming307@gmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Brandon Specht | 1657 Snowy Range Laramie, WY 82070 | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Ben McKay | 1151 Banock Dr | bmckay1987@gmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other <u>Planning Comm. Meeting</u> |
| MaryFick Monteith | 2252 Monroe St. | peak2pub@msn.com | <input checked="" type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Crystal Vogel | 1951 Snowy Range | wvogel4053@aol.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other <u>Flier</u> |
| Jackie R. Gonzales | 136 Cleveland | acclerkgonzales@yahoo.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Kara Reynolds | 416 Arthur St. | Kara.reynolds87@gmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input checked="" type="checkbox"/> Facebook Other _____ |

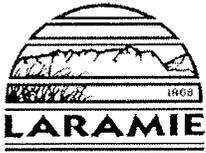


Snowy Range Road Pathway Feasibility Study

Public Open House #1 (Linford Elementary School), September 21, 2016

Send PDFs of displays

| NAME | ADDRESS | E-MAIL ADDRESS | HOW DID YOU HEAR ABOUT THIS MEETING? |
|----------------|-------------------------------|----------------------|---|
| Casey Wood | 520 S. 12 th 82070 | wood.casey@gmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Betty Wills | 1408 BEAUFORT 82072 | bswills@gmail.com | <input checked="" type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| Jerry Bucher | " " | gbucher1@uwyo.edu | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| William Carter | 336 Cleveland | | <input checked="" type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |
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| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> Radio / TV News <input type="checkbox"/> Facebook Other _____ |



SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

COMMENTS



1. Four viable options have been presented for the location, size, and type of pathway improvements along Snowy Range Road, west of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 4 indicates your LEAST FAVORITE option

| | |
|--|--|
| | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| | Shared Use Path (11'-7' wide) on SOUTH side of Snowy Range Road |
| | On-Street Bicycle Lanes and Pathway (8' wide) on NORTH side of Snowy Range Road |
| | On-Street Bicycle Lanes and Pathway on NORTH (8' wide) and SOUTH (8'-7' wide) side of Snowy Range Road |

2. Please tell us about your rankings or describe an alternative: Would this mean tree removal?

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options.

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| | Shared Use Path (11' wide) on SOUTH side of Snowy Range Road |
| | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: _____

5. If public art displays can be incorporated into the project, what type of art would you like to see? _____

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

Beware of screens/fences becoming snow fences!

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

Will property owners have any say? Will it be consistent or whatever?

8. General Comments. Please provide any additional comments you would like to share.

For people - walking & on wheels, bikes & horses.

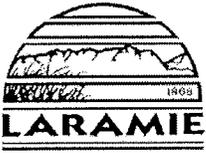
9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway
- Business owner along the proposed pathway
- Commercial property owner along the proposed pathway
- Home owner, Business owner, Employee or Renter in the area
- Potential pathway user
- Other (Please specify) _____

Please submit this form at tonight's meeting, or e-mail to: HendonD@AylesAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!





SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

COMMENTS



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| 3 | Shared Use Path (11'-7' wide) on SOUTH side of Snowy Range Road |
| 2 | On-Street Bicycle Lanes and Pathway (8' wide) on NORTH side of Snowy Range Road |
| 1 | On-Street Bicycle Lanes and Pathway on NORTH (8' wide) and SOUTH (8'-7' wide) side of Snowy Range Road |

2. Please tell us about your rankings or describe an alternative: AS A CYCLIST I WOULD REALLY LIKE TO SEE ON-STREET BICYCLE LANES ON NORTH & SOUTH SIDE. IF ONLY ONE PATHWAY CAN EXIST, HAVING ONE LINK TO THE GREEN BELT WOULD BE PREFERABLE

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options.

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| | |
|---|---|
| 3 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
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| 1 | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: _____

5. If public art displays can be incorporated into the project, what type of art would you like to see?

IT WOULD BE FUN TO HAVE ART REFLECTING THE USE, LIKE CYCLING, WALKING, JOGGING

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

SIGNAGE IS IMPORTANT SINCE NOT EVERY ONE MIGHT KNOW THE AREA, I'D LIKE TO SEE SCREENING & ART TO MAKE IT MORE ATTRACTIVE

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

SINCE THE I-80 INTERSECTION IS REALLY BARE WOULD BE GREAT TO SEE ALMOST ANYTHING, TREES COULD BE PLANTED IN AREAS WHERE TRAFFIC LINE OF SIGHT WOULD NOT BE AFFECTED

8. General Comments. Please provide any additional comments you would like to share.

9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area _____
- Potential pathway user _____
- Other (Please specify) LONG TIME CYCLIST IN CARAMIE



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SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

COMMENTS



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| 4 | On-Street Bicycle Lanes and Pathway on NORTH (8' wide) and SOUTH (8'-7' wide) side of Snowy Range Road |

2. Please tell us about your rankings or describe an alternative: _____

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| 3 | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: The shoulder on Snowy Range Rd @ East of the highway is already comfortably wide. I definitely think the focus should be on the west side of the highway.

5. If public art displays can be incorporated into the project, what type of art would you like to see?
wood carvings
anything interactive for kids.

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

Maps & directions
distance markers

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

A nicer Welcome to Laramie sign

8. General Comments. Please provide any additional comments you would like to share.

I am very excited about a shared use path. I live on the west end of Snowy Range Rd. and I like to bike with my kids to Optimist Park/the greenbelt trail. Riding on the sidewalk on the south side of SR Rd makes me nervous? It barely feels wide enough for my bike trailer. A wider path would be great.

9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
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- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area
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SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

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2. Please tell us about your rankings or describe an alternative: I think having access on both sides of the street would be optimal to help reduce pedestrian crossings. Given the gas stations on the north, I also think keeping pedestrians on the south would be optimal

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options.

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| 1 | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: Same as above.

5. If public art displays can be incorporated into the project, what type of art would you like to see?

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

I think basic infrastructure will be most important on the onrset. Art & sculptures would be nice additions

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

I think landscaping to help screen & beautify would be most optimal

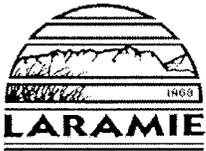
8. General Comments. Please provide any additional comments you would like to share.

9. Which of the following best describes you? (Please make all that apply.)

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SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

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4. Please tell us about your rankings or describe an alternative: _____

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7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

8. General Comments. Please provide any additional comments you would like to share.

*Decrease effort on Snowy Range and and
move proposal pathway to Wyoming.
The pathway would then run from
Snowy Range to the green belt. This
moves the pathway away to a safer
location.*

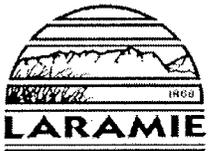
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SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

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2. Please tell us about your rankings or describe an alternative: _____

Bike-commuting is our main concern.

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4. Please tell us about your rankings or describe an alternative: _____

5. If public art displays can be incorporated into the project, what type of art would you like to see?

*Murals
Sculptured BIKE RACKS*

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

More trees

8. General Comments. Please provide any additional comments you would like to share.

Possibly develop the dirt path ~~to~~ that connects Adams street to McCue street along the old railroad grade that goes under the interstate.

9. Which of the following best describes you? (Please make all that apply.)

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6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

Payment
Signs marking

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

Removal of garbage

8. General Comments. Please provide any additional comments you would like to share.

9. Which of the following best describes you? (Please make all that apply.)

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4. Please tell us about your rankings or describe an alternative: _____

5. If public art displays can be incorporated into the project, what type of art would you like to see?

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

Signage

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

8. General Comments. Please provide any additional comments you would like to share.

9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area _____
- Potential pathway user
- Other (Please specify) _____



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

COMMENTS



1. Four viable options have been presented for the location, size, and type of pathway improvements along Snowy Range Road, west of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 4 indicates your LEAST FAVORITE option

| | |
|---|--|
| 1 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| 3 | Shared Use Path (11'-7' wide) on SOUTH side of Snowy Range Road |
| 2 | On-Street Bicycle Lanes and Pathway (8' wide) on NORTH side of Snowy Range Road |
| 4 | On-Street Bicycle Lanes and Pathway on NORTH (8' wide) and SOUTH (8'-7' wide) side of Snowy Range Road |

2. Please tell us about your rankings or describe an alternative: _____

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 3 indicates your LEAST FAVORITE option

| | |
|---|---|
| 1 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| 2 | Shared Use Path (11' wide) on SOUTH side of Snowy Range Road |
| 3 | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: _____

5. If public art displays can be incorporated into the project, what type of art would you like to see?

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

PAVEMENT

MARKERS

SIGNAGE

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

Removal of weeds & TRASH

8. General Comments. Please provide any additional comments you would like to share.

would like to see more road maintenance
& SNOW REMOVAL

9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area _____
- Potential pathway user _____
- Other (Please specify) live in general AREA



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

COMMENTS



1. Four viable options have been presented for the location, size, and type of pathway improvements along Snowy Range Road, west of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 4 indicates your LEAST FAVORITE option

| | |
|---|--|
| 4 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| 1 | Shared Use Path (11'-7' wide) on SOUTH side of Snowy Range Road |
| 3 | On-Street Bicycle Lanes and Pathway (8' wide) on NORTH side of Snowy Range Road |
| 2 | On-Street Bicycle Lanes and Pathway on NORTH (8' wide) and SOUTH (8'-7' wide) side of Snowy Range Road |

2. Please tell us about your rankings or describe an alternative: The South side options are preferred as the amount of traffic coming out of Big D Exxon on the North side of the street will be high in volume, which might be a detriment to pedestrians / bicyclists.

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 3 indicates your LEAST FAVORITE option

| | |
|---|---|
| 3 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| 1 | Shared Use Path (11' wide) on SOUTH side of Snowy Range Road |
| 2 | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: See above reasoning.

5. If public art displays can be incorporated into the project, what type of art would you like to see? Local art, would be great to see what the art majors at the college are producing!

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

Sculptures enhance the aesthetic appeal of any area and I think signs will help if this is to be a pathway to connect both sides of Laramie.

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

I think putting natural flora and fauna from Wyoming would both spruce up the area and make it a more inviting stretch of interstate /highway. Also, you can never have enough trees!!

8. General Comments. Please provide any additional comments you would like to share.

It should be noted that Big D Exxon will be opening a new store with additional fast food places, which will most likely increase traffic on top of the fact that it is a truck stop. Therefore, high pedestrian flow could be potentially dangerous. The South side will also connect in a safer way to the Green Belt as there are no major intersections to cross.

9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway X _____
- Home owner, Business owner, Employee or Renter in the area _____
- Potential pathway user _____
- Other (Please specify) _____

Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Wednesday, September 21, 2016

COMMENTS



1. Four viable options have been presented for the location, size, and type of pathway improvements along Snowy Range Road, west of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 4 indicates your LEAST FAVORITE option

| | |
|---|--|
| 4 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| 4 | Shared Use Path (11'-7' wide) on SOUTH side of Snowy Range Road |
| 4 | On-Street Bicycle Lanes and Pathway (8' wide) on NORTH side of Snowy Range Road |
| 4 | On-Street Bicycle Lanes and Pathway on NORTH (8' wide) and SOUTH (8'-7' wide) side of Snowy Range Road |

2. Please tell us about your rankings or describe an alternative: no Art work.

3. Three options have been presented for the location and size of pathway improvements along Snowy Range Road, east of Interstate 80. Please rank these options.

1 indicates your PREFERRED option, 3 indicates your LEAST FAVORITE option

| | |
|---|---|
| 3 | Shared Use Path (11' wide) on NORTH side of Snowy Range Road |
| 3 | Shared Use Path (11' wide) on SOUTH side of Snowy Range Road |
| 3 | Pathway (8' wide) on NORTH and SOUTH side of Snowy Range Road |

4. Please tell us about your rankings or describe an alternative: Do not change a damn thing. Move all streets. Move where Blake Trovler court is.

5. If public art displays can be incorporated into the project, what type of art would you like to see? now at all. This person does not know what art work is.

6. Enhancements such as signage, pavement, markers, art, sculptures, and screening have been presented. Which of these items would you like to see incorporated into the project?

None

7. Landscaping Enhancement concepts will be developed in conjunction with this project to enhance the appearance of the corridor at the Interstate 80 interchange and the Highway 130 / 230 Intersection. What type of improvements would you like to see at these locations?

Light trees. No trees.

8. General Comments. Please provide any additional comments you would like to share.

Please stop all this damn improvement and leave the people property alone.
You been served stop while you are ahead.

9. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area _____
- Potential pathway user _____
- Other (Please specify) None in town



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!

APPENDIX E

Public Meeting No. 2: Power Point presentation, Sign in Sheets and Comments received



SNOWY RANGE ROAD PATHWAY OPEN HOUSE

Thursday, **November 3rd 6:00PM - 7:00PM**

Linford Elementary: 120 S Jefferson St.

10 Minute Presentation at 6:10 PM

The City of Laramie Parks & Recreation Department is conducting a Feasibility Study for a **Shared Use Pathway** along Snowy Range Road from Cleveland St. to Garfield St.

We received your comments from the first public meeting.

**Come see what we have proposed,
and let us know if we heard you correctly!**

We need your feedback on the landscaping enhancement concepts for gateway beautification.



SNOWY RANGE ROAD PATHWAY OPEN HOUSE

Thursday, November 3rd 6:00PM - 7:00PM

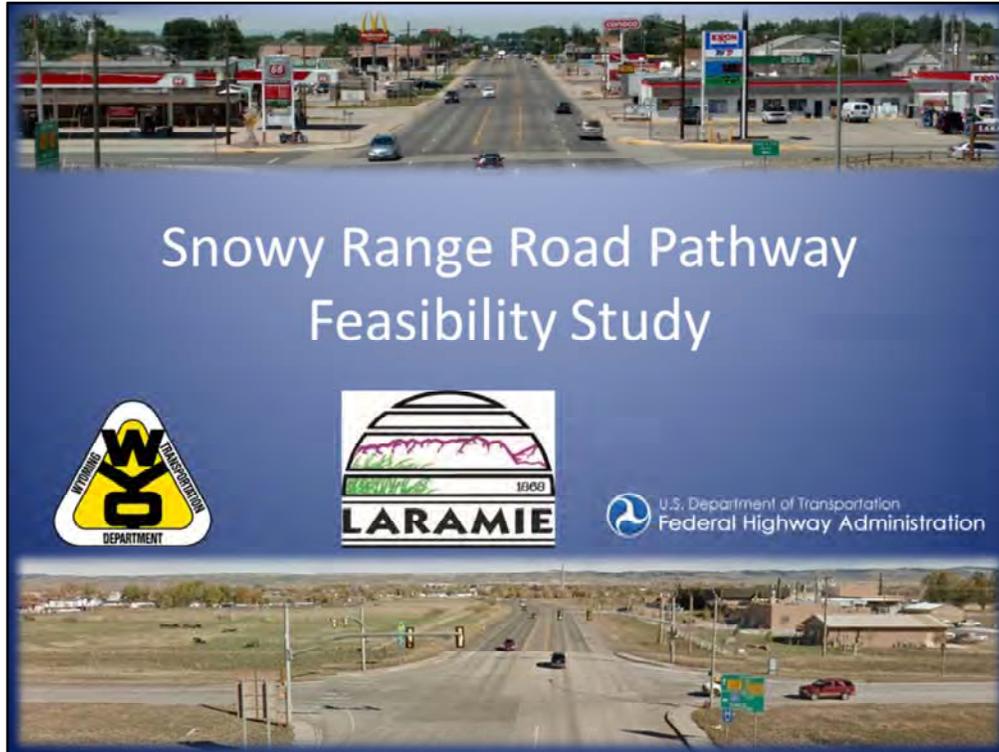
Linford Elementary: 120 S Jefferson St.

10 Minute Presentation at 6:10 PM

**Come see what we have planned for
pathway location and enhancements!**

Feasibility Study for a **Shared Use Pathway** along
Snowy Range Road from Cleveland St. to Garfield St.





Overview: Discuss TAP Grant and where funding came from. Discuss that there are currently no funds for construction, only funds for the study to provide a recommendation for the future improvements. This is the 2nd public meeting. We are here today to show you the preliminary recommendations based on what we heard during the first public meeting, and to get feedback on these recommendations to see if we are on the right track.





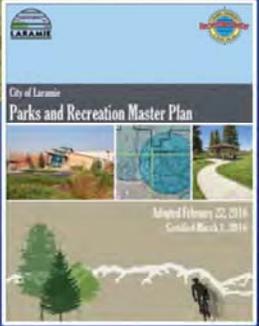
Bicyclists and Pedestrians are already using this area
WE WANT TO MAKE IT SAFER FOR THIS USE



Snowy Range Road Pathway Feasibility Study, Public Meeting #2, Nov. 3, 2016



Pedestrian and Bicycle Lane improvements are recommended in the Parks and Recreation Master Plan: Service Areas 3 and 12



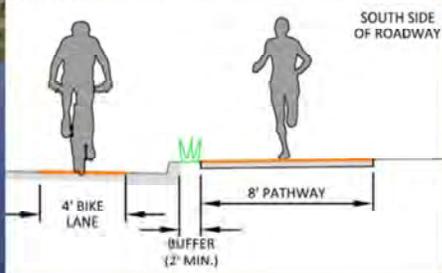


We have assimilated some preliminary recommendations for the improvements based on comments we received at the first public meeting and at subsequent meetings with landowners. These are preliminary recommendations – we need your comments on these items to see if we are on the right track and to determine what the feasibility study should recommend.

PHASE 1 PRELIMINARY RECOMMENDATIONS



8' wide separated pathway on south side of Snowy Range Road – Adams Street to Colorado Boulevard



SOUTH SIDE OF ROADWAY

4' BIKE LANE

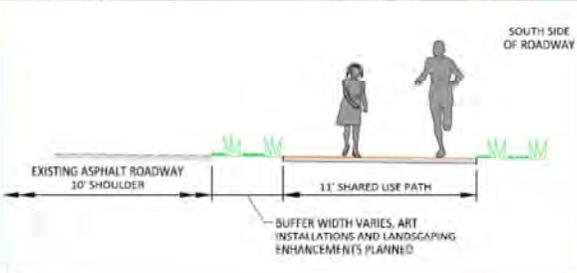
8' PATHWAY

BUFFER (2' MIN.)

PHASE 1 PRELIMINARY RECOMMENDATIONS



11' wide shared use pathway on south side of Snowy Range Road – Adams Street to Laramie River Greenbelt Trail



EXISTING ASPHALT ROADWAY
10' SHOULDER

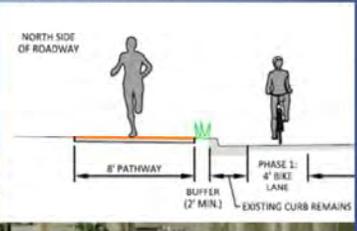
11' SHARED USE PATH

SOUTH SIDE OF ROADWAY

BUFFER WIDTH VARIES, ART INSTALLATIONS AND LANDSCAPING ENHANCEMENTS PLANNED

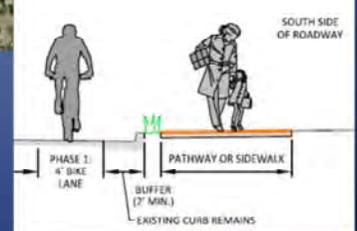
PHASE 2 PRELIMINARY RECOMMENDATIONS

- 8' wide separated pathway on north side of Snowy Range Road – Adams Street to Cleveland Street



PHASE 2 PRELIMINARY RECOMMENDATIONS

- 8' wide separated pathway on south side of Snowy Range Road – Colorado Boulevard to Jefferson Street
- 5' wide separated sidewalk on south side of Snowy Range Road – Jefferson Street to Cleveland Street



NORTH SIDE OF ROADWAY

8' PATHWAY

PHASE 1: 4' BIKE LANE

BUFFER (2' MIN.)

EXISTING CURB REMAINS

SOUTH SIDE OF ROADWAY

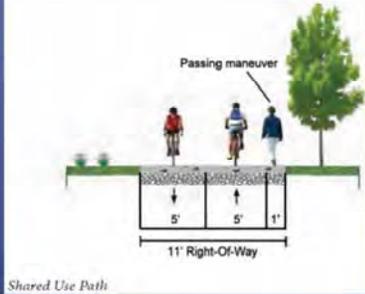
PHASE 1: 4' BIKE LANE

PATHWAY OR SIDEWALK

BUFFER (2' MIN.)

EXISTING CURB REMAINS

PHASE 2 PRELIMINARY RECOMMENDATIONS



11' wide shared use pathway
north on Adams Street to
Madison Street to Laramie
River Greenbelt Trail





LANDSCAPING AND ART OPPORTUNITIES

Write a Comment!

Please Let Us Know What You Think!

Legend:

- Tall Prairie
- Restoration Prairie
- Short
- Ornamental Prairie
- Matrix Prairie
- No-Mow Turf



Snowy Range Road Pathway Feasibility Study

Public Open House #2 (Linford Elementary School), November 3, 2016

| NAME | ADDRESS | E-MAIL ADDRESS | HOW DID YOU HEAR ABOUT THIS MEETING? |
|-----------------------|---------------------|-------------------------|--|
| TROY BAKER | 334 S JOHNSON | TADVIKIN4@AOL.COM | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input checked="" type="checkbox"/> Other |
| Judy Pasek | 2666 Wyoming Ave. | pasekj@comcast.net | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| KLAUS + LISA HALBSGUT | 1973 SNOWY RANGE RD | IMPORTAUTO1@LIVE.COM | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| ANDY THOMPSON | 2061 SNOW | TNT | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| BRIAN THOMSEN | 2061 SNOWY RANGE | TNT | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| Brandon Specht | 1657 Snowy Range | Brandon@flystore.net | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input checked="" type="checkbox"/> Other |
| Joe Lord | Laramie | joelord@cowboys.uwo.edu | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| Larry Foianini | Laramie | larryfoi@bresnan.net | <input type="checkbox"/> Mailing <input checked="" type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| Ty Blake | Laramie. | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| Paul Weaver | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| JOHN DAUS | 719 E GRAND #1 | jdau571@uwo.edu | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook <input type="checkbox"/> Other |



Snowy Range Road Pathway Feasibility Study

Public Open House #2 (Linford Elementary School), November 3, 2016

| NAME | ADDRESS | E-MAIL ADDRESS | HOW DID YOU HEAR ABOUT THIS MEETING? |
|------------------------------------|---------------------------------------|----------------------------|--|
| Tyson MARKHAM | 1668 N. 28TH St. LARAMIE, WY 82072 | Tmarkham@tnhydro.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Facebook Other _____ |
| Crystal Vogel | 1951 Snowy Range | wvogel1053@aol.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |
| The Butcher Block Salli Johnson | 1968 Snowy Range Rd | anniesal30@msn.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other <u>Flyer / In Person</u> |
| Nathan Fleming | 2408 Jefferson | nathanfleming307@gmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input checked="" type="checkbox"/> Newspaper <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |
| Julie McKim | 341 S. Johnson St | mupholstery@hotmail.com | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other <input checked="" type="checkbox"/> |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |
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| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |
| | | | <input type="checkbox"/> Mailing <input type="checkbox"/> Web Site <input type="checkbox"/> Newspaper <input type="checkbox"/> E-mail <input type="checkbox"/> Facebook Other _____ |



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

COMMENTS



1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

a. is good & acceptable.

b. unsafe due to high traffic.

c. would be acceptable.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

Lets look more at an alternate route (Wyoming)

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

Landscaping of any kind would be good.



SNOWY RANGE ROAD PATHWAY

Locations have been selected for public displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

Thursday, November 3, 2016

COMMENTS

1. Short Term Improvements for Pathway implementation calls for:

5. General Comments. Please provide any additional comments you would like to share.
a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road

b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street

c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer.

6. Which of the following best describes you? (Please make all that apply.)

2. Long Term Improvements for the Pathway implementation calls for:

a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
Business owner along the proposed pathway

b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
Commercial property owner

c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
Home owner, Business owner, Employee or Renter in the area

d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street and

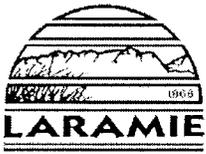
Other (Please specify) intersecting the Laramie River Greenbelt.
Potential on-street bicycle lane user

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer.

Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

COMMENTS

1. Short Term Improvements for Pathway implementation calls for:

- An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. No,

I like the concept of expanding pedestrian and bicycle access in West Laramie overall. The problem is the existing traffic patterns along the Snowy Range corridor. There are likely other areas that would work better.

2. Long Term Improvements for the Pathway implementation calls for:

- An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. Option

D has some merit and could possibly be incorporated in another plan. This could be the foundation of a path with more public support.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

In general landscaping improvements would be a welcome addition to this area of Laramie.

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

This is great,

art of any kind would be wonderful if properly matched to community sentiment.

5. General Comments. Please provide any additional comments you would like to share.

The idea of improved pedestrian and cyclists access is wonderful. a different approach is required at this time.

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area

Potential pathway user _____

Potential on-street bicycle lane user _____

Other (Please specify) Community member



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THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

COMMENTS



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- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

2. Long Term Improvements for the Pathway implementation calls for:

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Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

5. General Comments. Please provide any additional comments you would like to share.

WOULD A BABY-STEP BE TO PAINT A BIKE LANE
ON THE STREET ON BOTH SIDES?

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area _____

Potential pathway user _____

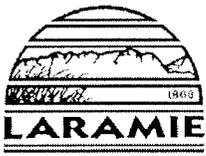
Potential on-street bicycle lane user _____

Other (Please specify) _____



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

COMMENTS

1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

Absolutely, specifically the on-street bike lanes. A great start & I would be satisfied w/ just these three improvements.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

I think one pathway on either side of Snowy Range would suffice. I like the idea of the pathway north on Adams to Madison then east to McCue.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

I'm not terribly concerned w/ the landscaping improvements as much as the bike safety improvements. If there is money for the landscaping, great, if not, focus on the bike safety & pathways

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

Metawork

5. General Comments. Please provide any additional comments you would like to share.

- The shoulder of ^{the} road at its interface w/ the gutter needs some extensive repairs to allow bicyclists to avoid going too far into the car lanes to avoid these areas.

- I like the idea paving Wyoming Ave & putting all the bike & pathways there, but I realize that would be much more expensive

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area

Potential pathway user _____

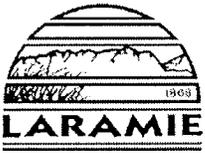
Potential on-street bicycle lane user

Other (Please specify) _____



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

26 BUSINESSES

mmq

COMMENTS



1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

LIKE THE IDEA OF PED/BIKE IMPROVEMENTS. Would prefer TO SEE ONLY PHASE I IMPROVEMENTS TO KEEP NORTHERN BUSINESSES UNIMPACTED. - OR - LOOK AT ALTERNATIVE ROUTES, ~~THE~~ SNOWY RANGE ROAD INCLUDES TOO MUCH TRAFFIC.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

PREFER SIDE STREETS Adjacent to SNOWY RANGE For Routing

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

LANDSCAPING IS ~~ALREADY UNDERWAY~~ GOOD. Prefer the money gets spent there.

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

BENCHES, LANDSCAPING, GATEWAY/MONUMENT SIGNAGE

5. General Comments. Please provide any additional comments you would like to share.

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area X

Potential pathway user X

Potential on-street bicycle lane user X

Other (Please specify) _____

Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

COMMENTS

NOV 10 10:44 AM
NOV 10 10:44 AM
NOV 10 10:44 AM

1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

Not safe for pedestrians or bicycler. Major impact on business on the street. Better ideas I'm sure can be found.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

SEE ABOVE

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

No, let the residents + business ~~decide~~ decide what ~~improvements~~ improvements are needed.

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

I prefer tree's + flowers

5. General Comments. Please provide any additional comments you would like to share.

Fix the drainage problems on the street during winter.

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area

Potential pathway user _____

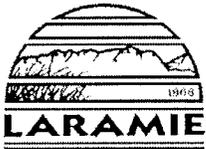
Potential on-street bicycle lane user _____

Other (Please specify) _____



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Thursday, November 3, 2016

COMMENTS



1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
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- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

on Snowy Range Rd!

Too much traffic, take away property, not a good place for a bike path! We see traffic every day driving too fast + emergency vehicles are running that road a LOT!

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

Anything on the north side will require trees to be cut down. Stop! Would you put this on Grand Ave! No!

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

Yes - those areas ~~are~~ are ~~already~~ already established. Ok with cleaning these up.

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

Let's use funds for ~~the~~ improved infrastructure, fix broken water lines - we don't need art to function.

5. General Comments. Please provide any additional comments you would like to share.

Please look at another road - even one road over - possibly Monroe or ~~Jefferson~~ Wyoming

6. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway
- Business owner along the proposed pathway
- Commercial property owner along the proposed pathway
- Home owner, Business owner, Employee or Renter in the area
- Potential pathway user
- Potential on-street bicycle lane user
- Other (Please specify) _____



Please submit this form at tonight's meeting, or e-mail to: HendonD@AyresAssociates.com, or mail to: Darci Hendon, 214 W. Lincolnway, Suite 22, Cheyenne, WY 82001

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!

APPENDIX F

Comments received via e-mail, US Mail, or from the various Commission and Board Meetings



Big D Oil Co.

Mailing Address

Physical Address

Phone 605-342-6777

P.O. Box 1378

3685 Sturgis Road

Fax 605-342-4873

Rapid City, SD 57709

Rapid City, SD 57702

Email: dpolicky@bigdoil.com

September 14, 2016

Derek T. Teini, AICP
Planning Manager
City of Laramie, Planning Division
307-721-5245
Dteini@cityoflaramie.org

Re: West Laramie Pathway

During the past few years Big D Oil has worked tirelessly to arrive a site and building plan that correlates with WYDOT and the City of Laramie. As you know, we are in the process of completing this building this Fall.

We are most concerned that any new path on the north side of Snowy Range would cause safety issues. As our site plan shows, we have the capacity for many cars and trucks to easily flow across our property development. This is was not designed to include a Pathway. Possibly bypassing our store to north along Adams is a solution or look to the south side of Snowy Range.

Please contact me or Christie Roberts (Gertsch Baker) if you have questions you would like to discuss.

Sincerely,

Don Policky
President

DMH left message on Don Policky's voicemail on 9-21-2016 asking for a call back to discuss his concerns and the project.
Don called DMH back on 9-21-2016. His concerns are:
-they went through several years of getting the site plan approved, and the pathway was never discussed at that time.
- The site will have more traffic than it has now which will create more conflicts for pedestrians
DMH will get back with Don after the public meeting and landowner meetings (Don isn't able to meet on the 21st or the 28th of Sept.) and let him know what the feedback was from the public at these meetings. If public opinion is that the path would be best located on the north side of the road then the team will meet with Don to discuss and address his safety concerns.

Hendon, Darci

From: Hendon, Darci
Sent: Thursday, October 20, 2016 10:52 AM
To: 'dpolicky@bigdoil.com'
Cc: 'Todd Feezer'; Derek Teini
Subject: Snowy Range Road Pathway Feasibility Study - Laramie, WY
Attachments: Snowy Range Public Mtg#2.pdf

Mr. Policky,

I spoke with you on the phone several weeks ago regarding your concerns about the possibility of placing a pathway on Snowy Range Road in front of the Big D station.

We have had one public meeting and plan on having another one on November 3rd (I have attached the invitation to that meeting.)

We received comments about the pathway and have come up with some preliminary recommendations. The purpose of the meeting is to share these recommendations and take any additional comments so we can tweak the recommendations.

The concerns you mentioned are safety related – your site will have lots of vehicle and truck traffic, creating potential conflict with pathway users. This concern was mentioned by other folks as well. For this reason we have recommended that the short term/phase 1 approach is to put the pathway on the south side of the roadway.

The preliminary recommendations we are going to be sharing are broken up into two phases.

Phase 1/Short Term:

- Place an 11' wide shared use pathway on the south side of Snowy Range Road between Garfield Street and Adams Street.
- Place an 8' wide separated pathway on the south side of Snowy Range Road between Adams Street and Colorado Avenue. A separated pathway means that the pathway is not immediately adjacent to the back of curb, but separated by a landscape buffer to create distance between vehicles and pathway users.
- Re-stripe Snowy Range Road such that there will be 11' wide vehicle lanes and 4' bicycle lanes. The bicycle lanes will be on both sides of the roadway and the roadway will continue to have two travel lanes in each direction with a center turn lane.

Phase 2/Long Term:

- Continue the 8' wide separated pathway on the south side of Snowy Range Road from Colorado Avenue to Johnson Street. At Johnson Street the pathway becomes 5' wide but still separated from the curb. This 5' separated sidewalk continues to Cleveland Street.
- Place an 8' wide separated pathway on the north side of Snowy Range Road between Adams Street and Cleveland Street.
- Place an 11' wide shared use path on the east side of Adams Street from Snowy Range Road to Monroe Street, go under the Interstate at an existing bridge structure and head east to connect to the Laramie River Greenbelt.

Please let me know if you have comments about these recommendations, as we are still tweaking the plan. Additionally, all comments we receive will be included in the final plan document so that when funds become available for the design and construction of the project those implementing the plan can have a complete picture of how the recommendations were formed.

Thank you, Darci



Darci Hendon, PE

Civil Engineer

Ayres Associates

214 W. Lincolnway, Suite 22 • Cheyenne, WY 82001

Office: 307.634.9888, Ext. 3593 • Direct: 970.797.3593

HendonD@AyresAssociates.com

www.AyresAssociates.com

IMPORT AUTO REPAIR
1973 SNOWY RANGE RD
LARAMIE, WY. 82070
307-721-2961

Councilman Paul Weaver,

Thank you for taking my call last week about the proposed development on Snowy Range Road. I personally feel that this is a feel good proposal on paper, but in the end will create more problems than anticipated. It will have a detrimental impact on businesses in this area. It will be a unsafe corridor for bike & pedestrian traffic. The benefit cost ratio I believe will render this project a failure.

First off, at my business as well as the other businesses on Snowy Range, parking for our customers is at a premium. I have already lost street parking thanks to the center turn lane. Which by the way doesn't work, I have had multiple drivers honk their horn, flip me off or both when turning left out of my parking lot. The loss of street parking/ buffer zone has caused problems with suppliers making deliveries, tow truck companies attempting to access my property. Many times carriers have had to park around the corner. The city now wants to eliminate even more parking. My interior lot sits substantially higher than the street, which will make access more difficult, unless substantial investment is made to lower the parking lot. Spending lots of money to get less, is the goverment way, but not the private sectors way of doing business.

If you look back at the old city plot plans for this side of town, you will find that Jackson street as Snowy Range used to be known was a two lane road. When it was expanded to four lanes my family lost substantial amount of frontage property. I know goverment will say it was for the greater good, eminent domain, wasn't your property anyway, or whatever sounded good at the time. I'm sure those will be the same excuses this time. Ten, twenty years from now I wonder what the excuse will be then?

My wife Lisa & I personally have had the pleasure of our children & grandchildren growing up in Laramie, and unless you close traffic to Snowy Range I would personally never ever ride a bike with them on this street. It doesn't matter how much property you annex, this street is unsafe! Traffic frequently speeds & weaves up & down the street. The amount of people I see distracted driving on this street is frightening. If this bike path goes thru, you will need a 24/7 police presence just to protect the people using it. This street also is major highway that is the main conduit for law enforcement, fire & medical vehicles. On a daily basis, emergency vehicle are travelling at a high rate of speed to help the good citizens of Laramie. I don't think a lot of parents, no matter how many trees & rocks we place along the path are going to feel secure with their kids on a major highway.

I unfortunately was out of town when employee's from the city & state came by earlier this month & discussed these proposals with my wife Lisa Halbsgut & neighbor Crystal Vogel from the Boardwalk. I believe at that time they both expressed displeasure with said proposal. Recently I have had the good fortune to speak with some of my neighbors & fellow (Snowy Range north side) business owners, some were surprised to hear of this proposal as they were not personally contacted. Not ONE thought this was a good idea, This includes Rob & Crystal Vogel-Boardwalk, Lew Shinstine-Westgate Sports & Trading Post, Brian Thompsen-TnT Motorsports, Andy Thompson-TnT Motorsports & Gary & Julie McKim-McKim's Upholstery. I have every intention to speak with as many owners & citizens on this street in order to oppose this "Boulder Colorado" style fantasy. The city must realize we are not made of money, nor do the good people of Laramie want a "Boulder Colorado" style community. We are one of the poorest counties in a economically challenged state. A bike path isn't going to bring in new business or lower our taxes. We need to be more business friendly &

maybe reduce some of these crazy regulations & proposals that continue to hold down expansion of local businesses & prevent new ones from entering our wonderful community.

I personally believe that the community & West Laramie would receive a greater benefit from paving the dirt roads on this side of town. If we truly want to be a first class city, it is confusing to me that this hasn't already been addressed. Paved streets would be easier to maintain for both the city & citizens. This would also add a lot of safer roads for our families to walk or ride bikes on. West Laramie residents pay taxes that benefit the whole city, it is about time that the whole city does something to benefit West Laramie.

Thank you again Councilman Paul Weaver for listening to me, please feel free to give a copy of this to fellow council members, city planning officials, state officials, etc.. This is just the tip of the iceberg so to speak, I have many more thoughts on this, but thought for now I should just include these. I will be more than glad to discuss this further with you or any official.

Many thanks,

Klaus Halbsgut
Import Auto Repair
1973 Snowy Range Rd
Laramie, WY 82070
307-721-2961
ImportAuto1@live.com

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

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

Hendon, Darci

From: Hendon, Darci
Sent: Thursday, October 20, 2016 3:50 PM
To: Klaus Halbsgut; Todd Feezer
Cc: pweaver@cityoflaramie.org; tnt@tnt-motorsports.com; wvogel1053@aol.com; LewShinstine@netscape.net; mupholstery@hotmail.com
Subject: Re: Snowy Range Road Pathway Feasibility Study - Public Meeting #2

Klaus,

Thank you for your email. We have NO PLANS to widen the roadway. The existing curb and gutter will remain. We are trying to place a wider sidewalk behind the curb.

WYDOT will allow restriping of the road to fit on street bike lanes as well as the existing travel lanes and center turn lane. This will be done without changing the width of the road.

Nothing is yet finalized or decided, please come hear the current thoughts and help us to come to a determination about where to place the path.

Thank you,

Darci

Darci Hendon, PE
Ayres Associates
214 W. Lincolway, Suite 22
Cheyenne, WY 82001
307.634.9888 ext. 3593

From: Klaus Halbsgut <importauto1@live.com>
Sent: Thursday, October 20, 2016 3:32:45 PM
To: Hendon, Darci
Cc: pweaver@cityoflaramie.org; tnt@tnt-motorsports.com; wvogel1053@aol.com; LewShinstine@netscape.net; mupholstery@hotmail.com
Subject: Re: Snowy Range Road Pathway Feasibility Study - Public Meeting #2

Ms. Hendon

Thank you for contacting me with information on the meeting. I will let my neighbors & fellow business owners know about the meeting. I personally will make every effort to attend.

I am concerned about what difference it will make as the last two sentences of your e-mail gives the impression that this is already a done deal. Let me be clear, I am not in favor of any widening of the street that infringes upon the ability of me to run my business. I will not presume to speak for my neighbors, but my impression is they feel the same way.

Thank you again for responding & I look forward to meeting you.

Klaus Halbsgut
Import Auto Repair
1973 Snowy Range Rd
Laramie, Wy 82070
307-721-2961
ImportAuto1@live.com

From: Hendon, Darci <HendonD@AylesAssociates.com>
Sent: Thursday, October 20, 2016 12:19 PM
To: importauto1@live.com
Cc: Todd Feezer
Subject: Snowy Range Road Pathway Feasibility Study - Public Meeting #2

Mr. and Mrs. Halbsgut,

I received the e-mail you sent to Councilman Weaver. Councilman Weaver forwarded it to Todd Feezer, Head of Parks and Recreation, and Todd forward it on to me and other members of the feasibility study team.

I would like to invite you to the public meeting we will be having for this project. The meeting will be held Thursday, November 3rd from 6-7 p.m. at Linford School. I have attached a meeting invitation to this e-mail.

I understand the concerns you mentioned in your letter. I'd like to discuss with you the conceptual plans for the pathway improvements and how we can accommodate some of the items you mentioned.

The letter you sent to Councilman Weaver will be included in the final feasibility study document so that when funds become available for the design and construction of the project those implementing the plan can have a complete picture of how the recommendations were formed.

Thank you, Darci Hendon



Darci Hendon, PE

Civil Engineer

Ayres Associates

214 W. Lincolnway, Suite 22 • Cheyenne, WY 82001

Office: 307.634.9888, Ext. 3593 • Direct: 970.797.3593

HendonD@AylesAssociates.com

www.AyresAssociates.com

Hendon, Darci

From: Casey Wood <wood.casey@gmail.com>
Sent: Thursday, September 29, 2016 8:58 AM
To: Hendon, Darci
Subject: Re: Snowy Range Pathway Feasibility Study - Exhibits from public meeting #1

Thank you for sending these, Darci.

I will pass them along to the two cycle groups I know.

By the way, we were riding out 130 over the weekend, and got to Kiwanis Park from downtown Laramie without using Snowy Range Road at all.

We used the footbridge over the RR, the greenbelt, and Adams, Venture Dr., Colorado, (Harrison or Monroe) Johnson and Wyoming streets. And we could use the light at Colorado to cross Snowy Range safely.

There is only one or two blocks of smooth dirt street on the entire route.

A safe way for families to get to Kiwanis.

Venture is busy with WyoTech traffic sometimes, but not at the times people need it most for recreation, it seems to me.

With a little striping, it could be a fine bike route - Colorado already has a designated bike path.

It doesn't solve the route problem from Garfield west on SRR, but it's a start.

Thanks!

-- Casey Wood

On Thu, Sep 22, 2016 at 12:52 PM, Hendon, Darci <HendonD@ayresassociates.com> wrote:

Casey,

Thank you for coming to the public meeting last night! It was beneficial for some of the other attendees to hear how you use the area as a fitness biker.

Attached are the exhibits from the meeting, as well as a comment form. Please have comment forms and/or questions returned to me for inclusion in the feasibility study.

Thank you again! I appreciate your input and distributing this information to others in the biking community!

- Darci Hendon



SNOWY RANGE ROAD PATHWAY

PTR Advisory Board - 11.9.16

COMMENTS

1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. ENJOYED

THE FIGURE 6 CONCEPT, SAFETY IS PRIORITY #1.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

CAN IT ATTACH INTO NEW HARVEY BRIDGE?

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

YES, CAN WE ADD CITY OF LARAMIE GATEWAY SIGNS ON I-80 EXIT RAMPS

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

ART IS GREAT

5. General Comments. Please provide any additional comments you would like to share.

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area _____

Potential pathway user

Potential on-street bicycle lane user

Other (Please specify) _____



Please submit this form at todays meeting, or e-mail to: tfeezer@cityoflaramie.org

THANK YOU! Thank you for sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

PTR Advisory Board - 11.9.16

COMMENTS

1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

- yes
 - Alternatives south could be considered
 STRIPE IT GREEN to make it more obvious

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

yes
 I more Bike ways the better
 But instead of white separator line
 make it green for obvious SAFETY.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

yes

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

5. General Comments. Please provide any additional comments you would like to share.

⇒ Stop Green for Safety.

6. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area _____
- Potential pathway user
- Potential on-street bicycle lane user
- Other (Please specify) _____



Please submit this form at today's meeting, or e-mail to: tfeezer@cityoflaramie.org

THANK YOU! Thank you for sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Online Form – Due 11.18.16

COMMENTS



1. Short Term Improvements for Pathway implementation calls for:

- a. An 11' wide shared use pathway between Adams Street and Garfield Street on the SOUTH side of Snowy Range Road
- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

I think the short term ideas are a good start. However, on-street bike lanes are great for adult riders, but still dangerous for kids and adults pulling bike trailers. It is a start, but hopefully not a final answer.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
- c. A 5' wide separated sidewalk on the SOUTH side of Snowy Range Road between Johnson Street and Cleveland Street.
- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

I think a wider, separated sidewalk on the south side of Snowy Range Rd. is the best solution. The current sidewalk is in poor condition, and barely wide enough to accommodate a bike trailer (I know, I use one!). Then this could hook up with the short-term plan of a pathway between Adams and Garfield Streets.

I don't think improvements need to be made on both sides of Snowy Range Rd. if the path on the south side is wide enough. You can pick up the greenbelt trail from the south side at Garfield St. easily enough.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:
I don't have strong feelings about the landscaping.

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

Same as above. I think public art would be great, but I don't have strong feelings about where or what kind.

5. General Comments. Please provide any additional comments you would like to share.

I've heard that some business owners and residents don't support a bike path, and it's very disappointing. I've lived in West Laramie for 4 years, and I love the peace and quiet, but it's time to admit that our side of town could really use some improvements and beautification. A bike path makes West Laramie more family friendly!

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area X

Potential pathway user X

Potential on-street bicycle lane user X

Other (Please specify) _____



Please submit this form by 11.18.16 at 5:00 pm to: tfeezer@cityoflaramie.org

THANK YOU! Thank you for coming and sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



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Online Form - Due 11.18.16

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- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

Yes. I like that bike lanes can be added on Snowy Range Road without expanding the pavement. Narrower lanes also serve as a traffic calming measure which will help slow the traffic down. I also like the idea of expanding the a shared use pathway from the river path to West Laramie.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
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- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

I do not think that there should be two pathways along Snowy Range. We will already have the bike lanes on the road for the commuters. I think a shared use separate pathway should only be located on the South side, with a sidewalk for pedestrians on the North side of Snowy Range. The businesses along the North are already too close to the roadway because of previous widening. For beautification on the North, you could possibly add planters in areas where they do not hinder parking and driveways for the businesses.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

I like the idea of landscaping

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

It should be something that reflects the character of Laramie and Wyoming as a western town in a western state with cowboy ways

5. General Comments. Please provide any additional comments you would like to share.

Keep in mind that too much emphasis on pathways is not applicable in this area. It is important that all modes of travel are accessible and safe but don't over do it with bike lanes and multiple shared use paths. I don't think you will see that much volume of pedestrian and leisure bicycle travel. Granted, there will be some because people will be more inclined to use the access because it will be safer than it is now, but now so much since this is more of a rural part of town. So most likely the pedestrian and leisure bicycle users with will be from the West Laramie population which is not that much.

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway

Business owner along the proposed pathway

Commercial property owner along the proposed pathway

Home owner, Business owner, Employee or Renter in the area

Potential pathway user

Potential on-street bicycle lane user

Other (Please specify) _____





SNOWY RANGE ROAD PATHWAY

Online Form - Due 11.18.16

COMMENTS



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- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____
I believe anything we can do to promote healthy lifestyles, and enjoyment of the outdoors, while at the same time providing a safe environment within which these activities can be carried out is a good thing.

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
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- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____
I would again echo my comment regarding the short term improvements.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

I still remember how pleased I was with the initial landscaping, and I am even more excited with this expanded plan. It provides a softness to otherwise sterile surroundings. I also think that those passing through on the interstate will be left with a more positive opinion of Laramie.

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

I don't have a clear opinion as to what type of art might be incorporated, however, a thought that came to mind when I read this question was something which represents Laramie happenings or history, as well as, art that captures the western lifestyle and/or ideals.

5. General Comments. Please provide any additional comments you would like to share.

I am very much in favor of this pathway, and the future possibility of a future figure eight loop. I live in West Laramie, and drive Snowy Range almost daily. I can't tell you how many times I have seen pedestrians making a "dash for it" across the road. Not to mention the number of times I have seen two cars enter the turn lane, only to find themselves facing each other, and each needing to turn beyond the position of the car facing them. Snowy Range is a highly trafficked road, and anything that can be done to improve the safety of the road would be welcomed. Another thing that might help would be a crosswalk in the area of the McDonalds and Fly Store.

6. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway _____
- Business owner along the proposed pathway _____
- Commercial property owner along the proposed pathway _____
- Home owner, Business owner, Employee or Renter in the area X
- Potential pathway user _____
- Potential on-street bicycle lane user _____
- Other (Please specify) _____



Please submit this form by 11.18.16 at 5:00pm to: tfeezer@cityoflaramie.org

THANK YOU! Thank you for sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Online Form - Due 11.18.16

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Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

5. General Comments. Please provide any additional comments you would like to share.

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway _____

Business owner along the proposed pathway _____

Commercial property owner along the proposed pathway _____

Home owner, Business owner, Employee or Renter in the area _____

Potential pathway user _____

Potential on-street bicycle lane user _____

Other (Please specify) _____



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- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. No
Why waste money - Do long term agreements + implemnts

2. Long Term Improvements for the Pathway implementation calls for:

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- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. No D.
Staying away from Snowy Range Road is the best
option. The traffic, Teachers, Fishermen, Snowmobilers, will
end up killing someone if there are bike lanes on Snowy
Range.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

Yes, it looks very nice

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

I Think it should be a theme of the Snowys - Either all animal art / Fishing Art / Rock Art / Winter Art / This ART should be so touchable and photographic that everyone wants pictures with it, Kids want to ride it, etc.

5. General Comments. Please provide any additional comments you would like to share.

Please think with your engineers : not with your money - do it right.

6. Which of the following best describes you? (Please make all that apply.)

- Home owner along the proposed pathway
- Business owner along the proposed pathway
- Commercial property owner along the proposed pathway
- Home owner, Business owner, Employee or Renter in the area
- Potential pathway user
- Potential on-street bicycle lane user
- Other (Please specify) _____



Please submit this form by 11.18.16 at 5:00pm to: tfezer@cityofflagstaff.org

THANK YOU! Thank you for sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!



SNOWY RANGE ROAD PATHWAY

Online Form - Due 11.18.16

COMMENTS



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- b. On-street bike lanes on Snowy Range Road between Adams Street and Cleveland Street
- c. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Adams Street and Colorado Avenue.

Do you agree with the Short Term concepts? Yes or No? Please explain your answer. _____

Agree - Short term should concentrate first on on-street bike lanes then South side of SRR followed by the development of the SOUTH side pathways. Additionally, a quick win would be the development of the connector from the LRG going West under I80 to Madison. This would extend the Greenbelt and be, by far, the safest route to West Laramie

2. Long Term Improvements for the Pathway implementation calls for:

- a. An 8' wide separated pathway on the NORTH side of Snowy Range Road between Adams Street and Cleveland Street.
- b. An 8' wide separated pathway on the SOUTH side of Snowy Range Road between Colorado Avenue and Johnson Street.
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- d. An 11' wide shared use pathway on Adams Street from Snowy Range Road north to Madison Street, continuing east on Madison Street under Interstate 80, crossing McCue Street, and intersecting the Laramie River Greenbelt.

Do you agree with the Long Term Concepts? Yes or No? Please explain your answer. _____

I would not bother with the North side of SRR until all other pathways are completed. An extension of Madison from the connector noted above SOUTH crossing SRR and continuing down to Trihydro would provide a loop back to the LRG and increase the overall greenbelt. The shared use pathway between Adams, under I80 to McCue and east to the LRG parking needs a high priority due to safety concerns on SRR.

3. Landscaping improvements are planned as shown on the displays. Are you in favor of what is shown? Why or Why Not? If you don't agree with what is proposed provide alternate ideas below:

Good placement and use of plantings - low maintenance and water

4. Locations have been selected for public art displays. Please describe what type of art you would like to see or how you would like to see art incorporated into this area.

I'm not certain about types of art but they could be placed in areas where walkers and bikers can stop (benches?) and rest. They should also not be a distraction for

5. General Comments. Please provide any additional comments you would like to share.

Safety and connectivity should be the main drivers as priorities are established

6. Which of the following best describes you? (Please make all that apply.)

Home owner along the proposed pathway

Business owner along the proposed pathway

Commercial property owner along the proposed pathway

Home owner, Business owner, Employee or Renter in the area

Potential pathway user

Potential on-street bicycle lane user

Other (Please specify) PTRAB member



Please submit this form by 11.18.16 at 5:00pm to: tfeezer@cityoflaramie.org

THANK YOU! Thank you for sharing your thoughts. It is our goal to develop a plan for this pathway which will suit the community. Your feedback is vital to making this happen!

APPENDIX G

Cator, Ruma, and Associates Lighting Study and Recommendations

WEST LARAMIE BIKE PATH Feasibility Study

CATOR, RUMA & ASSOCIATES
420 WEST LINCOLNWAY; CHEYENNE, WY 82001
CRA# 2016-381

December 02, 2016

EXECUTIVE SUMMARY:

Cator, Ruma, and Associates (CRA) are pleased to present this Engineering Feasibility Study pertaining to the development of an extension to the existing Laramie River Greenbelt Trails by the City of Laramie Department of Parks and Recreation. This letter summarizes the methodology used in preparing this study, as well as the findings and conclusions of our work. It also serves to identify possibilities for electrical upgrades to improve visibility and aesthetics along the path. It is not intended to cover all systems in their entirety, but to be used as a guide and basis for which the options can be evaluated for inclusion into further study or schematic design. The study effort was carried out as a cooperative effort among City of Laramie Parks and Recreation Department, Ayres Associates, Coffey Engineering, and CRA.

FINDINGS AND CONCLUSIONS

Based on our studies, we offer the following statements and conclusions:

- Existing sub distribution lines lend themselves toward many options for new electrical services.
- WYDoT pole lighting currently offers illumination at all intersections.
- Quality of light at intersections can be improved to increase visual acuity and pedestrian safety.
- Integrated power centers are more expensive but provide a cleaner finished product and can be fit into less real estate.
- Bollard lighting can generally be figured at \$2,175 per luminaire (including service and wiring) and should be installed twenty-five (25) feet on centers.
- Pedestrian lighting can generally be figured at \$7,850 per luminaire (including pole, foundations, service and wiring) and should be installed seventy-five (75) feet on centers.
- Pedestrian poles would cost about 20% more than bollards.
- Cost for accent lighting in the art park is estimated to be approximately \$37,000.
- In-ground fixture for higher vandal resistance will cost an additional \$20,000.
- Relocating utility drop pole will requiring further investigation and coordination.
- Relocating existing cobra heads would be around \$1,800 per pole, assuming existing pole cannot be reused.

DIVISION 26 – ELECTRICAL:

The electrical system plays a small role in the extension of the pedestrian trails; but can have a huge impact in the trail's success after construction. Bollard and pedestrian pole lighting systems improve visibility and foster a sense of security. Art installations and landscaping can be accented with electric lighting to improve aesthetics and encourage visitation over extended hours. Solid state lighting offers many advantages to increase the overall appeal of the trail as well as the surrounding neighborhoods.

SCOPE

We were tasked with evaluating the possibility for adding pathway and accent lighting along the proposed extension to the Laramie River Greenbelt Trails. In order to make this determination, conceptual designs for each system were to be evaluated for performance, cost, and durability. We have only provided conceptual level design recommendations, and not recommendations regarding construction techniques. This work should be detailed once these ideas have been properly evaluated for merit and cost.

ANALYSIS

The existing conditions were gathered from casual field observations only. Should the design progress into the Schematic Design phase coordination with Rocky Mountain Power and Wyoming Department of Transportation will need to take place to ensure requirements and/or requests of both entities have been properly vetted with the governing authorities and project stakeholders. During our site visit we found ample power locations as well as existing lighting at each of the intersections along the proposed corridor.

EXISTING POWER

A three phase, 15kV, high voltage, sub transmission line runs along the south side of Snowy Range Road from the existing trail (Garfield Street) to the interstate ramps.

Sub transmission lines are run at 15kV along the east side Fillmore Street in a single phase configuration for the residential services in the area.

High voltage lines ran at 15kV for sub transmission are ran along the west side of Grant Street for three phase power to the commercial business area.

EXISTING LIGHTING

Street lighting "cobra heads" are located along Snowy Range Road from the Interstate ramps to the 130/230 junction. Most are mounted to wooden poles and are fed from overhead lines off of existing pole mounted transformers. The major intersections at I-25, Colorado Blvd and Highway 30/230 Junction are fed from underground conductors. All lighting is assumed to be owned by Wyoming Department of Transportation. All intersections have at least a single luminaire that provide some illumination for pedestrians.

APPROACH

The lighting systems were modeled using computerized photometric analysis in accordance with the current standards of the Illuminating Engineering Society (IES). Consideration was given to the recommendations of the international Dark Sky Association for back-light, up-light, and glare; as well as light trespass onto adjacent property lines.

Cumulative voltage drops were evaluated, in generality, to assess the number of different service drops needed along the 1.3 mile path along Snowy Range Road from the existing trail at Garfield to the Junction of State Highways 130 and 230. Service drops were located for convenience of systems along with considerations to facilitate future path extensions.

Cost opinions were created with historical data from projects of similar type and scope. Costs were then checked with industry data published in RS Means. Cost opinions are based on systems "assemblies" and do not represent a complete project cost inclusive of design fees, bidding service, and contract administration.

NEW POWER SERVICES

The overhead power lines will run parallel to the pathway in front of the Wyoming State Veterinary-Laboratory Complex. The new service drop could be located just west of the intersection with McCue Street. Three of the utility poles in front of the complex already contain utility transformers. A new drop pole would have to be set near the utility line to hold the mast and metering equipment. A small post can be set by the drop pole, and the branch circuit panel and lighting control would be mounted to this new service pedestal. The service can be built with a solid back and facing the Complex side, shielding the view from the pathway.

The pole at the southwest corner of Pierce Street and Snowy Range Road also has existing utility transformers that may have available capacity. Building a pedestal, as described above for the art park, would be challenging here because this location is already congested with other equipment. A new integral control cabinet would be proposed for this service, and would look much the same as the cabinet for the intersection lighting located on the northwest corner of this intersection.

Rocky Mountain Power could potentially install new transformer on the pole located at the southwest corner of Snowy Range Road and Grant Street. Existing driveways and fire hydrants make building a service at this location problematic as well. A cabinet as described for Pierce/Snowy would be recommended for this location as well. It could easily be located adjacent to the pathway.

Alternately, a single service could be provided on the east side Buchanan Street, south of the pathway. There appears to be enough space in the easement for a new drop pole and pedestal. This would be off the pathway and therefore, less conspicuous to the casual observer. There would be additional cost for conduit and wiring to account for the power quality over long spans, but there would be one less service point to build and for maintenance crews to keep up.

ART LIGHTING

There are two basic options for lighting the art installations in front of the Vet-Lab Complex. The first option is to install flush mounted cans recessed into the concrete with directional lamps enclosed and adjusted to accent the artwork. The other option is to provide smaller concrete bases and use miniature flood lights above grade. The recessed luminaires offer better vandal resistance but come at a premium price.

The lighting will be solid state LED modules operating around a 60 lumen per watt efficacy. Color rendering will be approximately 85% of daylight with a 4000 degree Kelvin corrected color temperature. Housings will be corrosion resistant metal or plastic (where recessed in concrete). Optics will be full cutoff with a 101 BUG rating. Fixture will be sealed and gasketed for exterior use. Both luminaire types should be able to run for 100,000 hours and still produce at least 85% of the rated light output.

In-ground lighting is estimated to cost about \$1,200 per luminaire while the flood lights are coming in closer to \$450 per luminaire.

PATHWAY LIGHTING

There are overhead lines crossing just about every intersection, so bollard lighting was originally assumed to be the best fit for this application. They provide pathway illumination as well as a physical barrier from the traffic. We also looked at installing pedestrian height pole lighting. The poles are able to be spaced three times the distance of the bollards and provide a more inviting feel to the West Laramie Business District.

We kept within the same 4000 degree color temperature as the “blue” light provides better visual acuity. The efficacy of the pole lights are about 90 lumens per watt; with the bollards being about half that value. This means the bollard design will have a higher operating cost than the decorative poles. The fixtures are full cutoff to reduce glare and light spill. Luminaire is advertised to operate at 85% output for 100,000 hours. Light engines and drivers will be in aluminum housings, and the pole lighting will be mounted on a twelve foot, round aluminum pole. We will match the color rendering of art park lighting to tie it in with the rest of the pathway.

The bollard lighting appears to be the more cost effective option at about \$700 per fixture; whereas, the pole lighting is priced around \$3,100 per fixture including pole/foundation and integral controls. If we consider that there will be four bollards for every pole we can see the bollard cost over the same distance becomes \$2,100.

UTILITY POLE RELOCATION

There is a drop pole located on Snowy Rang Road, halfway between Buchanan Street and Lincoln Street. The pole has been set very close to the road and would impede the proposed pathway routing. The drop pole appears to feed WYDoT lighting at Snowy/Lincoln, as well as a light pole across the street at the Boardwalk Shops. It also appears to be tied into the service for residences on Buchanan Street. A few of the light poles are stamped with RMP tags. Clear lines of ownership are difficult to determine and would have to be investigated further.

The relocation of this pole would have to be carefully coordinated with a few different entities. Without understanding the full consequence of relocating the pole it would be very difficult to assign a budgetary cost to this work.

POLE LIGHTING RELOCATION

All street lights, except at the major intersection, are fed from overhead lines and mounted to wooden poles. Relocating these out of the path should be without complication. Poles would be set at new location and circuiting extended to new pole. Heads would be reused and mounted to new pole. Power and control would remain as they currently exist and would just be extended to the new locations.

While the final cost will be dependent of the new location, it can generally be figured to cost about \$1,800 for each pole that needs to be relocated.

EVALUATION

The summary of costs for the accent lighting using the above grade fixtures in the art park is summarized below:

| | | |
|-------------------------------------|------------------|------------------|
| • Service, Pedestal & Panel | \$ 5,500 | |
| • Luminaires (x16) | \$ 11,500 | |
| • In-Ground Luminaires (x16) | | \$31,500 |
| • Lighting Controls | \$ 500 | |
| • <u>Wiring, Raceway, Trenching</u> | <u>\$ 19,500</u> | |
| • TOTAL | \$ 37,000 | \$ 57,000 |

The summary of costs for the bollard lighting is summarized below based on a 1,000 foot run and normalized to a per fixture cost:

| | | |
|-------------------------------------|---------------------------------------|--|
| • Service / Control Cabinet | \$ 8,500 | |
| • Luminaires (x40) | \$ 46,500 | |
| • Base | \$ 8,500 | |
| • <u>Wiring, Raceway, Trenching</u> | <u>\$ 23,500</u> | |
| • TOTAL / 40 | \$ 2,175 per bollard (approx.) | |

The summary of costs for the pedestrian pole lighting is summarized below based on a 1,000 foot run and normalized to a per fixture cost:

| | | |
|-------------------------------------|------------------------------------|--|
| • Service / Control Cabinet | \$ 8,500 | |
| • Luminaires/Poles (x10) | \$ 38,500 | |
| • Foundations | \$ 8,000 | |
| • <u>Wiring, Raceway, Trenching</u> | <u>\$ 23,500</u> | |
| • TOTAL / 10 | \$ 7,850 per pole (approx.) | |

REVIEW AND RECOMMENDATIONS

Any of the solutions discussed in this report would be pretty standard for a contractor to integrate. The biggest hurdle, from an electrical standpoint, would be funding. The system could

be built in phases as monies become available. The infrastructure could be installed with the initial construction so power and controls would be present for future use. It might also be prudent to install all underground conduits while the area is being disturbed for the bike path.

The area has plenty of 15kv lines that can be used to drop a new service at any of the streets intersecting Snowy Range Road. Some of these poles will have to be evaluated for relocation to facilitate the new pathway, but the amount of available options should make relocation relatively convenient. Service can be built fairly cost effective on pedestals, but there will be multiple boxes visible at the pedestal location. An integrated power center with overcurrent protection, branch circuits, surge protection, and lighting controls would provide a more tidy power location but it would come at a higher initial cost.

It does not appear that any of the utility poles contain lighting will have to be addressed with Rocky Mountain Power; as we believe the cobra heads are owned by WYDoT. Having their lights at each intersection will allow the City to phase the lighting while still providing illumination along the pathway. Bollard lighting is more cost effective and would provide the pathway patrons with additional safety from traffic. Pole lighting would improve the curb appeal of many of the businesses as well as the overall aesthetic of the neighborhood.

ATTACHMENTS

- In-Ground Accent Light Cut Sheet
- Ground Mount Flood Cut Sheet
- Bollard Cut Sheet
- Pedestrian Pole Light Cut Sheet

DOCUMENT CONTROL

CMI/ef
P:\Wyoming\2016\2016-381 West Laramie Bike Path Feasibility Study\Sup\Docs\Reports\16.381_Elec.Study_1202.16.doc

DESCRIPTION

Sanibel 301 is a small, line voltage dimmable LED and halogen MR16 luminaire with integral 12V step-down transformer. It features a fully adjustable side swivel stem and built-in adjustable shroud to control glare. Side swivel provides 340° tilt and 360° rotation. Various lenses, louvers and color or dichroic filters can be combined - up to three at once - to create multiple lighting effects.

| | | |
|-------------|--|------|
| Catalog # | | Type |
| Project | | |
| Comments | | Date |
| Prepared by | | |

SPECIFICATION FEATURES

A ... Material

Hood and mounting stem are precision-machined from corrosion-resistant 6061-T6 aluminum billet. Housing is spun from corrosion-resistant silicone aluminum alloy.

B ... Finish

Fixtures are double protected by an ROHS compliant chemical film undercoating and polyester powdercoat paint finish, surpassing the rigorous demands of the outdoor environment. A variety of standard colors are available.

C ... Hood

Adjustable hood provides glare control and is removable for easy relamping. Hood accepts up to three internal accessories at once (lenses, louvers, filters) to achieve multiple lighting effects. Flush lens prevents water and mineral stains from collecting on the lens, even in the straight-up position.

D ... Gasket

Housing and hood are sealed with a high temperature silicone o-ring gasket to prevent water intrusion.

E ... Lens

Tempered glass lens, factory sealed with high temperature adhesive to prevent water intrusion and breakage due to thermal shock.

F ... Mounting Stem

Adjustable side-mounted swivel stem provides 340° tilt and 360° rotation for easy aiming. Equipped with standard 1/2" NPS threaded male fitting. Stainless steel aim-locking mechanisms are standard.

G ... Hardware

Stainless steel hardware is standard to provide maximum corrosion-resistance.

H ... Socket

Ceramic socket with 250° C Teflon® coated lead wires and GU5.3 bi-pin base.

I ... Electrical

Integral 50 VA class "H" 120/12V, 220/12V, 230/12V, 240/12V or 277/12V step-down dimmable core & coil transformer is standard.

J ... Lamp

Halogen lamp not included. Available from Lumière as an accessory - see reverse side of this page. LED modules are included and are available in four color temperatures (2700, 3000, 4000, and 5700) and three distributions (spot, narrow, and flood). Both color temperature and distribution must be specified when ordering - see reverse side for details and catalog logic.

K ... Labels & Approvals

UL and cUL listed, standard wet label. Manufactured to ISO 9001-2000 Quality Systems Standard. IBEW union made.

L ... Warranty

Lumière warrants its fixtures against defects in materials & workmanship for three (3) years. Auxiliary equipment such as transformers, ballasts and lamps carry the original manufacturer's warranty.



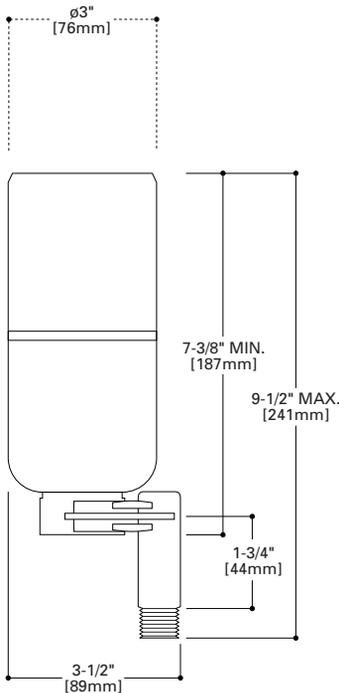
SANIBEL

301

10W LED
6W LED
50W (max.) MR16

Halogen
Line Voltage

Accent/Flood



Sanibel 301

ORDERING INFORMATION

Sample Number: 301-10LED3012-120/12-BK-F70

Series

301=LED or MR16 Sanibel Accent Fixture w/Adjustable Shroud and Integral Transformer

Source

50MR16: 50W Max Halogen MR16, GU5.3 Base
6LED2712: 6W 2700K, 12 Degree Spot, GU5.3 Base
6LED2721: 6W 2700K, 21 Degree Narrow, GU5.3 Base
6LED2741: 6W 2700K, 41 Degree Wide, GU5.3 Base
6LED3012: 6W 3000K, 12 Degree Spot, GU5.3 Base
6LED3021: 6W 3000K, 21 Degree Narrow, GU5.3 Base
6LED3041: 6W 3000K, 41 Degree Wide, GU5.3 Base
6LED4012: 6W 4000K, 12 Degree Spot, GU5.3 Base
6LED4021: 6W 4000K, 21 Degree Narrow, GU5.3 Base
6LED4041: 6W 4000K, 41 Degree Wide, GU5.3 Base
6LED5712: 6W 5700K, 12 Degree Spot, GU5.3 Base
6LED5721: 6W 5700K, 21 Degree Narrow, GU5.3 Base
6LED5741: 6W 5700K, 41 Degree Wide, GU5.3 Base
10LED2712: 10W 2700K, 12 Degree Spot, GU5.3 Base
10LED2721: 10W 2700K, 21 Degree Narrow, GU5.3 Base
10LED2741: 10W 2700K, 41 Degree Wide, GU5.3 Base
10LED3012: 10W 3000K, 12 Degree Spot, GU5.3 Base
10LED3021: 10W 3000K, 21 Degree Narrow, GU5.3 Base
10LED3041: 10W 3000K, 41 Degree Wide, GU5.3 Base
10LED4012: 10W 4000K, 12 Degree Spot, GU5.3 Base
10LED4021: 10W 4000K, 21 Degree Narrow, GU5.3 Base
10LED4041: 10W 4000K, 41 Degree Wide, GU5.3 Base
10LED5712: 10W 5700K, 12 Degree Spot, GU5.3 Base
10LED5721: 10W 5700K, 21 Degree Narrow, GU5.3 Base
10LED5741: 10W 5700K, 41 Degree Wide, GU5.3 Base

Voltage

120/12=120V to 12V Integral Transformer
220/12=220V to 12V Integral Transformer
230/12=230V to 12V Integral Transformer
240/12=240V to 12V Integral Transformer
277/12=277V to 12V Integral Transformer

Finish

Painted
BK: Black
BZ: Bronze
CS: City Silver
VE: Verde
WT: White

Accessories**Filters**

F71=Peach Dichroic Filter, 2.00" Dia
F73=Green Dichroic Filter, 2.00" Dia
F75=Yellow Dichroic Filter, 2.00" Dia
F77: Dark Blue Dichroic Filter, 2.00" Dia
F79: Neutral Density Dichroic Filter, 2.00" Dia
F22: Red Color Filter, 2.00" Dia
F44: Green Color Filter, 2.00" Dia
F66: Mercury Vapor Color Filter, 2.00" Dia

Optical Lenses

LSL: Linear Spread Lens (elongate standard beam spread), 2.00" Dia
DIF: Diffused Lens (provide even illumination), 2.00" Dia

Optical Louver

LVR: Hex Cell Louver (reduce glare), 2.00" Dia

Lamps

EZX: 20W MR16 GU5.3 Bi-Pin Very Narrow Spot
BAB: 20W MR16 GU5.3 Bi-Pin Flood
FRA: 35W MR16 GU5.3 Bi-Pin Spot
EXT: 50W MR16 GU5.3 Bi-Pin Narrow Spot
EXN=50W MR16 GU5.3 Bi-Pin Flood

F72=Amber Dichroic Filter, 2.00" Dia
F74=Medium Blue Dichroic Filter, 2.00" Dia
F76=Red Dichroic Filter, 2.00" Dia
F78: Light Blue Dichroic Filter, 2.00" Dia
F80: Magenta Dichroic Filter, 2.00" Dia
F33: Blue Color Filter, 2.00" Dia
F55: Yellow Color Filter, 2.00" Dia

OSL: Overall Spread Lens (increase beam spread), 2.00" Dia

ESX: 20W MR16 GU5.3 Bi-Pin Narrow Spot
FRB: 35W MR16 GU5.3 Bi-Pin Narrow Spot
FMW: 35W MR16 GU5.3 Bi-Pin Flood
EXZ: 50W MR16 GU5.3 Bi-Pin Narrow Flood
FNV=50W MR16 GU5.3 Bi-Pin Very Wide Flood

- Notes:**
- Lamp not included in MR16 version.
 - Includes 12V integral transformer.
 - See ACCESSORIES & TECHNICAL DATA section of the Lumière catalog for Mounting Accessories.
 - Consult your Cooper Lighting representative for additional options and finishes.

PHOTOMETRIC DATA

Sanibel 301
Lamp=50MR16/NSP
(EXT)
CBCP=11,000

| Cone of Light | | |
|-------------------------------|---------------------------|---------------|
| Distance to Illuminated Plane | Initial Nadir Footcandles | Beam Diameter |
| 15'0" | 45 | 4'0" |
| 10'0" | 102 | 3'0" |
| 8'0" | 159 | 2'0" |
| 6'0" | 283 | 1'6" |
| 4'0" | 638 | 1'0" |
| 2'0" | 2550 | 0'6" |

Lamp Wattage Multiplier
20W x 0.32

Sanibel 301
Lamp=50MR16/NFL
(EXZ)
CBCP=3200

| Cone of Light | | |
|-------------------------------|---------------------------|---------------|
| Distance to Illuminated Plane | Initial Nadir Footcandles | Beam Diameter |
| 15'0" | 13 | 10'0" |
| 10'0" | 29 | 6'6" |
| 8'0" | 45 | 5'0" |
| 6'0" | 81 | 4'0" |
| 4'0" | 181 | 2'6" |
| 2'0" | 725 | 1'0" |

Lamp Wattage Multiplier
42W x 0.72

Sanibel 301
Lamp=50MR16/FL
(EXN)
CBCP=2000

| Cone of Light | | |
|-------------------------------|---------------------------|---------------|
| Distance to Illuminated Plane | Initial Nadir Footcandles | Beam Diameter |
| 15'0" | 7 | 12'0" |
| 10'0" | 17 | 8'0" |
| 8'0" | 27 | 6'6" |
| 6'0" | 48 | 5'0" |
| 4'0" | 106 | 3'0" |
| 2'0" | 431 | 1'6" |

Lamp Wattage Multiplier
20W x 0.30
35W x 0.57

Sanibel 301
Lamp=50MR16/WFL
(FNV)
CBCP=1200

| Cone of Light | | |
|-------------------------------|---------------------------|---------------|
| Distance to Illuminated Plane | Initial Nadir Footcandles | Beam Diameter |
| 15'0" | 5 | 17'0" |
| 10'0" | 11 | 11'6" |
| 8'0" | 17 | 9'0" |
| 6'0" | 30 | 7'0" |
| 4'0" | 67 | 4'6" |
| 2'0" | 269 | 2'0" |

NOTES AND FORMULAS

- Beam diameter is to 50% of maximum footcandles, rounded to the nearest half-foot.
- Footcandle values are initial. Apply appropriate light loss factors where necessary.



KBR8 LED

LED Specification Bollard

Catalog
Number

Notes

Type

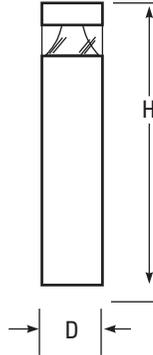
Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

8" Round
(20.3 cm)

Height: 40"
(101.6 cm)

Weight (max): 27 lbs
(12.25 kg)



Introduction

The KBR8 Bollard is a stylish, fully integrated LED solution for walkways. It features a sleek, modern design and is carefully engineered to provide long-lasting, energy-efficient lighting with a variety of optical and control options for customized performance.

With an expected service life of over 20 years of nighttime use and up to 70% in energy savings over comparable 100W metal halide luminaires, the KBR8 Bollard is a reliable, low-maintenance lighting solution that produces sites that are exceptionally illuminated.

Ordering Information

EXAMPLE: KBR8 LED 16C 700 40K SYM MVOLT DDBXD

| KBR8 LED | | | | | | | | | | | | |
|----------|---|---------------|-----------------------|-------------------|---|--------------|-------------------------|--------------------|--|---|---------------------------|----------------------|
| Series | LEDs | Drive current | | Color temperature | | Distribution | | Voltage | Control options | Other options | Finish <i>(required)</i> | |
| KBR8 LED | Asymmetric 12C 12 LEDs ¹ | 350 | 350 mA | 30K | 3000 K | ASY | Asymmetric ¹ | MVOLT ⁵ | Shipped installed PE Photoelectric cell, button type | Shipped installed SF Single fuse (120, 277, 347V) ^{4,7} | DWHXD | White |
| | | 450 | 450 mA ^{3,4} | 40K | 4000 K | SYM | Symmetric ² | 120 ⁵ | | | DNAXD | Natural aluminum |
| | | 530 | 530 mA | 50K | 5000 K | | | 208 ⁵ | | | DDBXD | Dark bronze |
| | Symmetric 16C 16 LEDs ² | 700 | 700 mA | AMBPC | Amber phosphor converted | | | 240 ⁵ | DMG 0-10V dimming driver (no controls) ELCW Emergency battery backup ⁶ | H24 24" overall height H30 30" overall height H36 36" overall height FG Ground-fault festoon outlet L/AB Without anchor bolts (3 bolt base) L/AB4 4 bolt retrofit base without anchor bolts ⁸ | DBLXD | Black |
| | | | | AMBLW | Amber limited wavelength ^{3,4} | | | 277 ⁵ | | | DBBTXD | Textured dark bronze |
| | | | | | | | | 347 ⁴ | | | DBLBXD | Textured black |
| | | | | | | | | | | DNATXD | Textured natural aluminum | |
| | | | | | | | | | | DWHGXD | Textured white | |

Accessories

Ordered and shipped separately.

MRAB U Anchor bolts for KBR8 LED⁸

NOTES

- 1 Only available in the 12C, ASY version.
- 2 Only available in the 16C, SYM version.
- 3 Only available with 450 AMBLW version.
- 4 Not available with ELCW.
- 5 MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Specify 120, 208, 240 or 277 options only when ordering with fusing (SF, DF options), or photocontrol (PE option).
- 6 Not available with 347V. Not available with fusing. Not available with 450 AMBLW.
- 7 Single fuse (SF) requires 120, 277, or 347 voltage option. Double fuse (DF) requires 208 or 240 voltage option.
- 8 MRAB U not available with L/AB4 option.



Performance Data

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Actual performance may differ as a result of end-user environment and application. Actual wattage may differ by +/- 8% when operating between 120-480V +/- 10%.

| Light Engines | Drive Current | System Watts | 3000 K | | | | | 4000 K | | | | | 5000 K | | | | | Limited Wavelength Amber | | | | | |
|--------------------------------|---------------|--------------|--------|-----|---|---|---|--------|-----|---|---|---|--------|-----|---|---|---|--------------------------|-----|---|---|---|--|
| | | | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | Lumens | LPW | B | U | G | |
| Asymmetric 3 Engines (12 LEDs) | 350 | 16 | 641 | 40 | 1 | 1 | 1 | 809 | 51 | 1 | 1 | 1 | 870 | 54 | 1 | 1 | 1 | | | | | | |
| | 530 | 22 | 947 | 43 | 1 | 1 | 1 | 1,191 | 54 | 1 | 1 | 1 | 1,282 | 58 | 1 | 1 | 1 | | | | | | |
| | 700 | 31 | 1,214 | 40 | 1 | 1 | 1 | 1,527 | 51 | 1 | 1 | 1 | 1,646 | 55 | 1 | 1 | 1 | | | | | | |
| | Amber 450 | 16 | | | | | | | | | | | | | | | | 324 | 20 | 0 | 1 | 0 | |
| Symmetric 4 Engines (16 LEDs) | 350 | 20 | 888 | 44 | 1 | 0 | 0 | 1,116 | 56 | 1 | 0 | 0 | 1,203 | 60 | 1 | 0 | 0 | | | | | | |
| | 530 | 28 | 1,254 | 45 | 1 | 0 | 0 | 1,598 | 57 | 1 | 0 | 1 | 1,719 | 61 | 1 | 0 | 1 | | | | | | |
| | 700 | 39 | 1,608 | 41 | 1 | 0 | 1 | 2,022 | 52 | 1 | 0 | 1 | 2,180 | 56 | 2 | 0 | 1 | | | | | | |
| | Amber 450 | 20 | | | | | | | | | | | | | | | | 374 | 19 | 0 | 0 | 0 | |

Note: Available with phosphor-converted amber LED's (nomenclature AMBPC). These LED's produce light with 97+% >530 nm. Output can be calculated by applying a 0.7 factor to 4000 K lumen values and photometric files.

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Operating Hours | 0 | 25,000 | 50,000 | 100,000 |
|--------------------------|------|--------|--------|---------|
| Lumen Maintenance Factor | 1.00 | 0.98 | 0.97 | 0.95 |

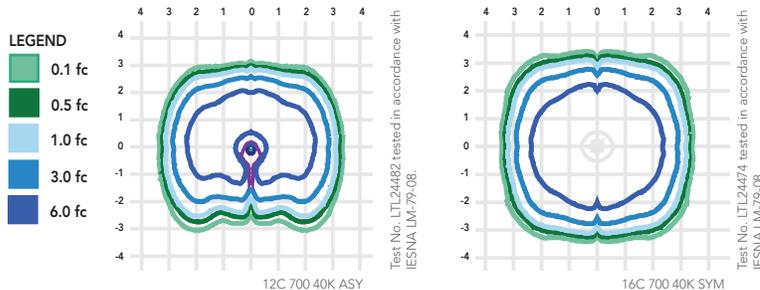
Electrical Load

| Light Engines | Drive Current (mA) | System Watts | Current (A) | | | | |
|---------------|--------------------|--------------|-------------|-------|-------|-------|-------|
| | | | 120 | 208 | 240 | 277 | 347 |
| 12C | 350 | 16W | 0.158 | 0.118 | 0.114 | 0.109 | 0.105 |
| | 530 | 22W | 0.217 | 0.146 | 0.136 | 0.128 | 0.118 |
| | 700 | 31W | 0.296 | 0.185 | 0.168 | 0.153 | 0.139 |
| | Amber 450 | 16W | 0.161 | 0.120 | 0.115 | 0.110 | 0.106 |
| 16C | 350 | 20W | 0.197 | 0.137 | 0.128 | 0.121 | 0.114 |
| | 530 | 28W | 0.282 | 0.178 | 0.162 | 0.148 | 0.135 |
| | 700 | 39W | 0.385 | 0.231 | 0.207 | 0.185 | 0.163 |
| | Amber 450 | 20W | 0.199 | 0.139 | 0.130 | 0.123 | 0.116 |

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [KBR8 Bollard homepage](#).

Isofootcandle plots for the KB LED Bollards. Distances are in units of mounting height (3').



FEATURES & SPECIFICATIONS

INTENDED USE

The rugged construction and clean lines of the KBA bollard is ideal for illuminating building entryways, walking paths, and pedestrian plazas, as well as any other location requiring a low mounting height light source with fully cutoff illumination.

CONSTRUCTION

One-piece 8-inch round extruded aluminum shaft with thick side walls for extreme durability, a high-impact clear acrylic lens and welded top cap. Die-cast aluminum mounting ring allows for easy leveling even in sloped locations and a full 360-degree rotation for precise alignment during installation. Three 1/2" x 11" anchor bolts with double nuts and washers and 3/4" bolt circle template ensure stability. Overall height is 42" standard.

FINISH

Exterior parts are protected by a zinc-infused super durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering for maximum retention of gloss and luster. A tightly controlled multi-stage process ensures a minimum 3-mil thickness for a finish that can withstand the elements without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Two fully cutoff optical distributions are available: symmetrical and asymmetrical. IP66 sealed LED light engine provides smoothly graduated illumination without any uplight. Light engines are available in standard 4000 K (>70 CRI) or optional 3000 K (>80 CRI) or 5000 K (67 CRI). Limited-wavelength amber LEDs are also available.

ELECTRICAL

Light engines consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (L95/100,000 hours at 700mA at 25°C). Class 2 electronic drivers are designed for an expected life of 100,000 hours with < 1% failure rate. Electrical components are mounted on a removable power tray.

LISTINGS

CSA certified to U.S. and Canadian standards. Light engines are IP66 rated. Rated for -40°C minimum ambient. Cold-weather emergency battery backup rated for -20°C minimum ambient.

WARRANTY

Five-year limited warranty. Complete warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Specifications subject to change without notice.



DESCRIPTION

Monaco 3000 series is a small scale, versatile, LED, HID or incandescent inground illuminator for use with T4.5, T6, T3.5; PAR20 and PAR30 metal halide lamps or LED. The adjustable versions, 3000A, 3001A and 3002A provide up to 25° tilt and 360° rotation of the lamp beam allowing for precision aiming. The non-adjustable versions, 3000N, 3001N and 3002N provide a fixed uplight. The Monaco 3000 is ideal for uplighting building facades, trees, columns, and other interesting site features.

| | | |
|--------------------|--|-------------|
| Catalog # | | Type |
| Project | | |
| Comments | | Date |
| Prepared by | | |

SPECIFICATION FEATURES

Material

Recessed housing is constructed from corrosion-proof, injection molded polyphenylene sulfide (PPS). Trim ring is constructed from corrosion-resistant brass or stainless steel.

Finish

Painted trim rings are constructed from solid brass with a polyester powdercoat paint finish. A variety of standard colors is available. Machined natural brass or stainless steel trim rings are unpainted and available in either round or square forms. Brass will patina naturally over time.

Lens

Domed 1/2" thick tempered glass lens, factory sealed with high temperature gasket to prevent water intrusion. Suitable for drive-over applications to 5000 lbs.

Hardware

Stainless steel hardware is standard to provide maximum corrosion-resistance. Outer trim ring includes captive fasteners.

Electrical

LED fixtures include an integral, universal input driver (120V - 277V).

LED Light Engine

LED light engine is included and comes equipped with (7) 3-watt white LEDs. Factory configurable optics allow for four optical distributions. High CRI of 85 with excellent color consistency of +/-50K color temperature.

Dimming

The LED light engine is dimmable to 15% with electronic low voltage equipment (ELV dimmers need a neutral connection in the wall box).

Warranty

Lumière warrants it's fixtures against defects in materials & workmanship for three (3) years. Driver carries the original manufacturer's warranty.

Recessed Housing

Recessed housing is provided with two 3/4 inch NPS threaded conduit entries. The recessed housing is available to ship in advance of complete fixture for rough-in purposes. Specify option -LBB and order recessed housing and accompanying components from below:

Recessed housing:
3000-BBR
3000-BBS

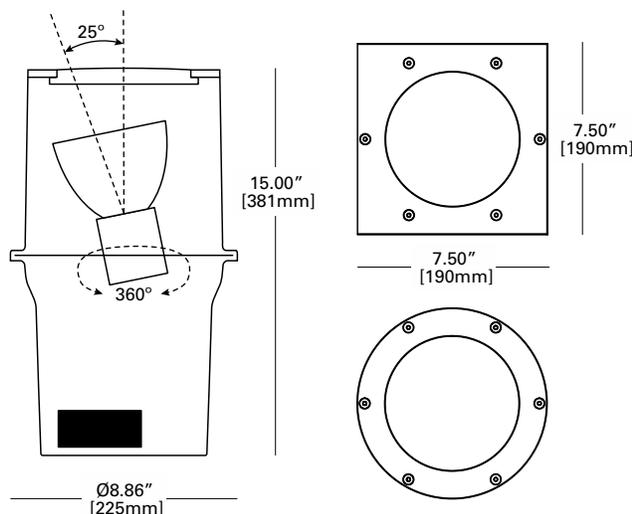
Recessed housing with fusing:
3000-BBR-FUS
3000-BBS-FUS



MONACO

3002A
LED

APPLICATIONS:
ADJUSTABLE INGROUND



CERTIFICATION DATA

UL and cUL Wet Location Listed
LM79 / LM80 Compliant
ROHS Compliant
IP67 Ingress Protection Rated

TECHNICAL DATA

18 Watt Max. LED
40°C Maximum Temperature Rating

ORDERING INFORMATION

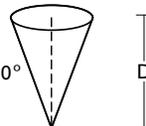
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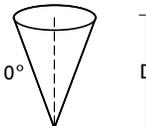
| Series | Trim | Source | Distribution | Top Glass | Voltage | Finish ¹ | Other |
|---|-----------------------|--|--|---|--|---|---------------------------------|
| 3002A=Monaco 3002 LED Adjustable Aiming | RD=Round SQ=Square | 18LED3000=18W LED, 3000K, 85 CRI 18LED4000=18W LED, 4000K, 85 CRI | SP=9° Spot NFL=15° Narrow Flood MFL=25° Medium Flood WFL=40° Wide Flood | CLR=Clear Top Glass DIF=Diffuse Top Glass NSL=Non-Slip Lens | UNV=120-277V 50/60Hz, electronic driver | Painted BK=Black BZ=Bronze CS=City Silver VE=Verde WT=White Premium Material NSS=Natural Stainless Steel NBR=Natural Brass | LBB=Less Back Box FUS=Fusing |

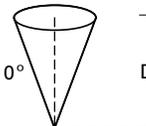
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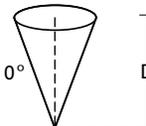
| Filters (4.95" Diameter) | Optical Lenses (4.95" Diameter) | Optical Louvers (4.95" Diameter) | Light Control | Electrical |
|--|---|---|--|------------------------------------|
| F71-38 = Peach Dichroic F72-38 = Amber Dichroic F73-38 = Green Dichroic F74-38 = Medium Blue F75-38 = Yellow Dichroic F76-38 = Red Dichroic F77-38 = Dark Blue Dichroic F78-38 = Light Blue Dichroic F79-38 = Neutral Density Dichroic F80-38 = Magenta Dichroic F22-38 = Red Color F33-38 = Blue Color F44-38 = Green Color F55-38 = Yellow Color F66-38 = Mercury Vapor | LSL-38 =Linear Spread Lens (elongates standard beam spread) DIF-38 =Diffused Lens (provides even illumination) OSL-38 =Overall Spread Lens (increases standard beam spread) | LVR-38 =45° Hex Cell Louver (reduces glare) | 3000-RG =Rock Guard 3000-SG =Straight Glare Shield | 3000-FUS =Fusing Package |

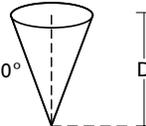
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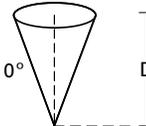
| 3002A-18LED3000-SP | | | | |
|--|-----------|-----|-----|--|
| Test No. | P166840 | | | |
| CCT | 3000K | | | |
| Lumens | 967 Lm | | | |
| Watts | 16.6 W | | | |
| LPW | 58.3 Lm/W | | | |
| Beam Angle | 8.9° | | | |
| Field Angle | 17.2° | | | |
| CBCP | 30118 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 301.2 | 1.4 | 1.4 | |
| 20' | 75.3 | 3 | 3 | |
| 30' | 33.5 | 4.6 | 4.6 | |
| 40' | 18.8 | 6.2 | 6.2 | |

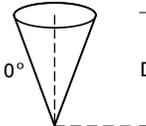
| 3002A-18LED3000-NFL | | | | |
|--|-----------|-----|-----|--|
| Test No. | P166839 | | | |
| CCT | 3000K | | | |
| Lumens | 971 Lm | | | |
| Watts | 16.6 W | | | |
| LPW | 58.5 Lm/W | | | |
| Beam Angle | 13.9° | | | |
| Field Angle | 24° | | | |
| CBCP | 14995 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 149.9 | 2.4 | 2.4 | |
| 20' | 37.5 | 4.8 | 4.8 | |
| 30' | 16.7 | 7.2 | 7.2 | |
| 40' | 9.4 | 9.6 | 9.6 | |

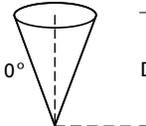
| 3002A-18LED3000-MFL | | | | |
|---|-----------|------|------|--|
| Test No. | P166838 | | | |
| CCT | 3000K | | | |
| Lumens | 912 Lm | | | |
| Watts | 16.6 W | | | |
| LPW | 55.5 Lm/W | | | |
| Beam Angle | 22.8° | | | |
| Field Angle | 48.7° | | | |
| CBCP | 4010 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 40.1 | 3.8 | 3.8 | |
| 20' | 10 | 7.6 | 7.6 | |
| 30' | 4.5 | 11.4 | 11.4 | |
| 40' | 2.5 | 15.2 | 15.2 | |

| 3002A-18LED3000-WFL | | | | |
|--|-----------|------|------|--|
| Test No. | P166841 | | | |
| CCT | 3000K | | | |
| Lumens | 947 Lm | | | |
| Watts | 16.6 W | | | |
| LPW | 57.0 Lm/W | | | |
| Beam Angle | 36.2° | | | |
| Field Angle | 53.2° | | | |
| CBCP | 2674 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 26.7 | 6 | 6 | |
| 20' | 6.7 | 12 | 12 | |
| 30' | 3 | 18 | 18 | |
| 40' | 1.7 | 23.4 | 23.4 | |

| 3002A-18LED4000-SP | | | | |
|---|-----------|-----|-----|--|
| Test No. | P166844 | | | |
| CCT | 4000K | | | |
| Lumens | 1113 Lm | | | |
| Watts | 16.7 W | | | |
| LPW | 66.6 Lm/W | | | |
| Beam Angle | 8.9° | | | |
| Field Angle | 17.4° | | | |
| CBCP | 34797 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 348 | 1.4 | 1.4 | |
| 20' | 87 | 3 | 3 | |
| 30' | 38.7 | 4.6 | 4.6 | |
| 40' | 21.7 | 6 | 6 | |

| 3002A-18LED4000-NFL | | | | |
|---|-----------|-----|-----|--|
| Test No. | P166843 | | | |
| CCT | 4000K | | | |
| Lumens | 1130 Lm | | | |
| Watts | 16.6 W | | | |
| LPW | 68.1 Lm/W | | | |
| Beam Angle | 14.1° | | | |
| Field Angle | 24.2° | | | |
| CBCP | 17220 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 172.2 | 2.4 | 2.4 | |
| 20' | 43.1 | 4.8 | 4.8 | |
| 30' | 19.1 | 7.2 | 7.2 | |
| 40' | 10.8 | 9 | 9 | |

| 3002A-18LED4000-MFL | | | | |
|--|-----------|------|------|--|
| Test No. | P166842 | | | |
| CCT | 4000K | | | |
| Lumens | 964 Lm | | | |
| Watts | 16.6 W | | | |
| LPW | 58.1 Lm/W | | | |
| Beam Angle | 21.3° | | | |
| Field Angle | 46.2° | | | |
| CBCP | 4753 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 47.5 | 3.4 | 3.4 | |
| 20' | 11.9 | 7 | 7 | |
| 30' | 5.3 | 10.6 | 10.6 | |
| 40' | 3 | 14.2 | 14.2 | |

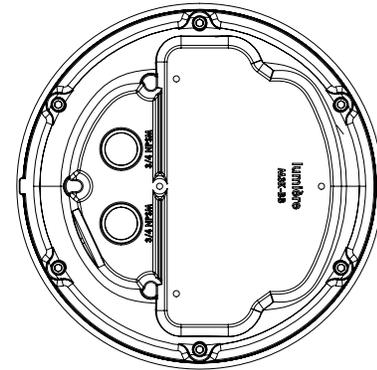
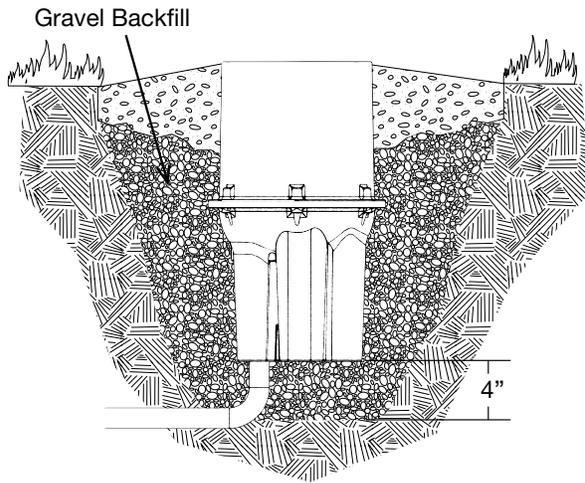
| 3002A-18LED4000-WFL | | | | |
|---|-----------|------|------|--|
| Test No. | P166845 | | | |
| CCT | 4000K | | | |
| Lumens | 1070 Lm | | | |
| Watts | 16.7 W | | | |
| LPW | 64.0 Lm/W | | | |
| Beam Angle | 36° | | | |
| Field Angle | 53.8° | | | |
| CBCP | 2880 cd | | | |
| CONE OF LIGHT | | | | |
|  | | | | |
| D | FC | L | W | |
| 10' | 28.8 | 5.8 | 5.8 | |
| 20' | 7.2 | 11.8 | 11.8 | |
| 30' | 3.2 | 17.8 | 17.8 | |
| 40' | 1.8 | 23.4 | 23.4 | |

TECHNICAL NOTES

INSTALLATION NOTES

Caution: To prevent water, dirt and debris from collecting, install fixture to allow runoff. Do not install fixture in areas where water can collect for long periods of time. Appropriate drainage must be provided.

Excavated hole must be approximately 15" in diameter by 20" in depth. Fixture must be installed with a minimum 4" depth of pea gravel or equivalent drainage base. Backfill an additional 8" depth of pea gravel on lower portion of fixture for soil stability. For more detailed installation instructions and warnings consult factory.



Bottom view of recessed housing showing two 3/4 inch NPS conduit entries.



MRP LED

LED Area Luminaire



Catalog
Number

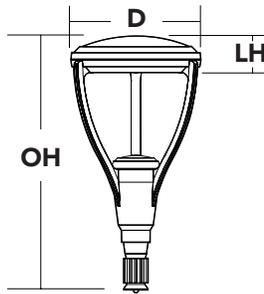
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

| | |
|--------------------------|--|
| EPA: | 1.125 ft ² (0.105 m ²) |
| Luminaire Height: | 6-3/8" (16.2 cm) |
| Overall Height: | 32" (81.3 cm) |
| Diameter: | 18" (45.7 cm) |
| Weight (max): | 37.5 lbs (17 kg) |



Introduction

The Omero™ family of luminaires blends a traditional round dayform with contemporary, low-profile styling to accent architectural elements in a variety of applications.

The MRP LED combines the latest in LED technology with the designer aesthetic of the Omero™ family for stylish, high-performance illumination that lasts. The MRP LED is ideal for replacing 100-250W metal halide in area lighting applications with typical energy savings of 65% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: MRP LED 42C 700 40K SR5 MVOLT DDBXD

| MRP LED | Series | LEDs | Drive current | Color temperature | Distribution | Voltage | Mounting | |
|---|--------|----------------------|--|-------------------------------------|--|---|---|--|
| MRP LED | 42C | 42 LEDs (one engine) | 530 530mA 700 700mA 1000 1000mA (1A) | 30K 3000K 40K 4000K 50K 5000K | SR2 Type II SR3 Type III SR4 Type IV SR5 Type V | MVOLT ¹ 277 ¹ 120 ¹ 347 208 ¹ 480 240 ¹ | Shipped included (blank) Fits 4"OD round pole Shipped separately² MRPT20 2-3/8" tenon slipfitter MRPT25 2-7/8" tenon slipfitter MRPT30 3-1/2" tenon slipfitter MRPT35 4" tenon slipfitter MRPF3 3"OD round pole adapter MRPF5 5"OD round pole adapter ³ | |
| Control options | | | | | Other options | | Finish (required) | |
| Shipped installed PER NEMA twist-lock receptacle only (no controls) PNMTDD3 Part night, dim till dawn ⁷ PER5 Five-wire receptacle only (no controls) ⁴ PNMT5D3 Part night, dim 5 hrs ⁷ PER7 Seven-wire receptacle only (no controls) ⁴ PNMT6D3 Part night, dim 6 hrs ⁷ DMG 0-10V dimming driver (no controls) ⁵ PNMT7D3 Part night, dim 7 hrs ⁷ BL30 Bi-level switched dimming, 30% ^{6,7} BL50 Bi-level switched dimming, 50% ^{6,7} | | | | | SF Single fuse (120, 277, 347V) ¹ DF Double fuse (208, 240, 480V) ¹ DFL Diffusing lens | | DDBXD Dark bronze DDBTXD Textured dark bronze DBLXD Black DBLBXD Textured black DNAXD Natural aluminum DNATXD Textured natural aluminum DWHXD White DWHGXD Textured white | |

Accessories

Ordered and shipped separately.

| | |
|--------------------|---|
| DLL127F 1.5 JU | Photocell - SSL twist-lock (120-277V) ⁸ |
| DLL347F 1.5 CUL JU | Photocell - SSL twist-lock (347V) ⁸ |
| DLL480F 1.5 CUL JU | Photocell - SSL twist-lock (480V) ⁸ |
| SCU | Shorting cap ⁸ |
| MRPT20 DDBXD U | 2-3/8" tenon slipfitter (specify finish) |
| MRPT25 DDBXD U | 2-7/8" tenon slipfitter (specify finish) |
| MRPT30 DDBXD U | 3-1/2" tenon slipfitter (specify finish) |
| MRPT35 DDBXD U | 4" tenon slipfitter (specify finish) |
| MRPF3 DDBXD U | 3"OD round pole adapter (specify finish) |
| MRPF5 DDBXD U | 5"OD round pole adapter (specify finish) ³ |

For more control options, visit [DTL](#) and [ROAM](#) online.

NOTES

- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz). Single fuse (SF) requires 120 or 277 voltage option. Double fuse (DF) requires 208 or 240 voltage option.
- Also available as a separate accessory; see Accessories information at left.
- Maximum pole wall thickness is 0.156".
- If ROAM® node required, it must be ordered and shipped as a separate line item from Acuity Brands Controls.
- Not available with 347 or 480V.
- Requires an additional switched line.
- Dimming driver standard. Not available with 347V, 480V, SF, DF, PER5 or PER7.
- Requires luminaire to be specified with PER option. Ordered and shipped as a separate line item.



Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

| LEDs | Drive Current (mA) | System Watts | Dist. Type | 40 K (4000 K, 70 CRI) | | | | |
|------------------|--------------------|--------------|------------|--------------------------|---|---|---|-----|
| | | | | Lumens | B | U | G | LPW |
| 42C (42 LEDs) | 530 | 75W | SR2 | 6,605 | 1 | 2 | 1 | 88 |
| | | | SR3 | 6,581 | 1 | 1 | 2 | 88 |
| | | | SR4 | 6,537 | 1 | 1 | 2 | 87 |
| | | | SR5 | 6,959 | 3 | 1 | 3 | 93 |
| | 700 | 100W | SR2 | 8,026 | 2 | 2 | 2 | 80 |
| | | | SR3 | 7,997 | 1 | 2 | 2 | 80 |
| | | | SR4 | 7,943 | 1 | 2 | 2 | 79 |
| | | | SR5 | 8,456 | 3 | 2 | 3 | 85 |
| | 1000 | 151W | SR2 | 9,885 | 2 | 2 | 2 | 65 |
| | | | SR3 | 9,848 | 2 | 2 | 2 | 65 |
| | | | SR4 | 9,782 | 2 | 2 | 2 | 65 |
| | | | SR5 | 10,414 | 4 | 2 | 4 | 69 |

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

| Ambient | | Lumen Multiplier |
|-------------|-------------|------------------|
| 0°C | 32°F | 1.06 |
| 10°C | 50°F | 1.04 |
| 20°C | 68°F | 1.01 |
| 25°C | 77°F | 1.00 |
| 30°C | 86°F | 0.99 |
| 40°C | 104°F | 0.96 |

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the **MRP LED 42C 700** platform in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

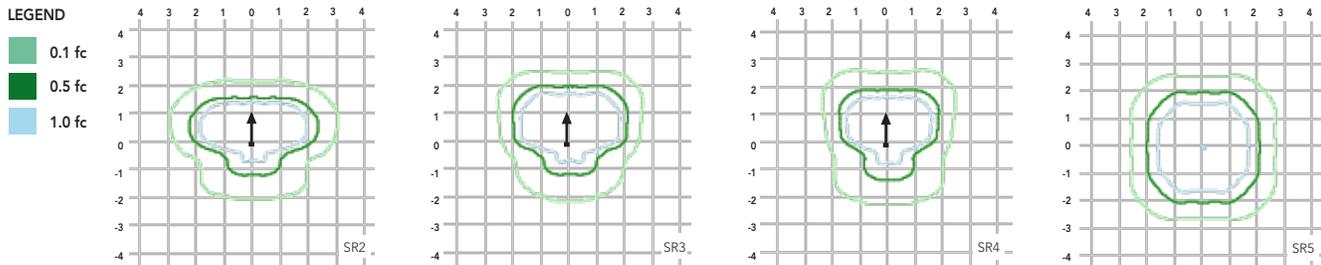
To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

| Operating Hours | 0 | 25,000 | 50,000 | 100,000 |
|--------------------------|-----|--------|--------|---------|
| Lumen Maintenance Factor | 1.0 | 0.96 | 0.92 | 0.85 |

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [MRP LED homepage](#).

Isofootcandle plots are considered to be representative of available optical distributions.



FEATURES & SPECIFICATIONS

INTENDED USE

Streets, walkways, parking lots and surrounding areas.

CONSTRUCTION

Single-piece die-cast aluminum housing with nominal wall thickness of .012". Die-cast top access doorframe has impact-resistant, tempered glass lens (3/16" thick). Doorframe is fully gasketed with one-piece tubular silicone.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum and white. Available in textured and non-textured finishes.

OPTICS

Precision acrylic refractive optics for optimum light distribution through the flat glass lens. Light engines are available in standard 4000K or optional 3000K or 5000K (70 CRI) configurations.

ELECTRICAL

Light engine consists of 42 high-efficacy LEDs mounted to a metal-core circuit board and aluminum heat sink, ensuring optimal thermal management and long life. Class 1 electronic driver has a power factor >90%, THD <20%, and has an expected life of 100,000 hours with <1% failure rate. Easily-serviceable surge protection device meets a minimum Category C Low for operation (per ANSI/IEEE C62.41.2).

INSTALLATION

Standard post-top mounting configuration fits into a 4" OD open pole top (round pole only). Multiple options and accessories are available for other mounting needs.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. Rated for -40°C minimum ambient. **U.S. Patent No. D556,357.**

WARRANTY

Five year limited warranty. Full warranty terms located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



APPENDIX H

Economic Development Resources / References

American Trails Magazine, Summer 2011 - Economic Benefits of Trails
Trail Towns Benefit from Visitor Spending
Shasta Living Streets – Supporting Community Values

American Trails: The Economic Benefits of Recreational Trails

Advocacy Advance, July 2012 - Bicycling Means Business

Complete Streets: Guide to Answering the Costs Question

Active Living Research: The Economic Benefits of Open Space, Recreation Facilities and Walkable Community Design, May 2012

Omaha Recreational Trails: Their Effect of Property Values and Public Safety, June 2000

Greenways Stimulate Economic Development (City of Greensboro pamphlet for greenway improvements)

Rails to Trails Conservancy, Trails and Economic Development, August 2007

AARP – 10 Ways Bicycle-Friendly Streets are Good For People Who Don't Ride Bicycles

Walk Score Data Services: Walkability, Real Estates, and Public Health Data

Greenways Inc. – Benefits of Greenways (web site) <http://www.greenways.com/benefits-of-greenways>

American Trails – Economic Benefits of Trails, Jan 2011

Walking the Walk – How Walkability Raises Home Values in U.S. Cities, Aug 2009

APPENDIX I

Opinion of Probable Costs

Priority 1 - 11' Shared Use Pathway from Adams Street to Garfield Street, south side of Snowy Range Road

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|--|------|--------------------|---------------------|----------------------|
| Contract Bond (1%) | LS | Lump Sum | \$ 6,800.00 | \$ 6,800.00 |
| Mobilization (10%) | LS | Lump Sum | \$ 68,700.00 | \$ 68,700.00 |
| Traffic Control | LS | Lump Sum | \$ 18,000.00 | \$ 18,000.00 |
| Erosion Control and Storm Water Management | LS | Lump Sum | \$ 10,000.00 | \$ 10,000.00 |
| Unclassified Excavation | CY | 1275 | \$ 15.00 | \$ 19,125.00 |
| Import Fill | CY | 2920 | \$ 20.00 | \$ 58,400.00 |
| Removal of Concrete Sidewalk | SY | 340 | \$ 6.50 | \$ 2,210.00 |
| Remove and Replace Fence (Along UW property where grading will be required) | LF | 1300 | \$ 5.25 | \$ 6,825.00 |
| Crushed Base - 6" under path | TON | 1280 | \$ 22.00 | \$ 28,160.00 |
| 6" Concrete Path | SF | 34426 | \$ 7.50 | \$ 258,195.00 |
| Detectable Warning Plates | SF | 200 | \$ 50.00 | \$ 10,000.00 |
| Thermoplastic Pavement Markings - Crosswalks (New installation on Garfield St, replace at I-80 ramps) | SF | 390 | \$ 22.00 | \$ 8,580.00 |
| Pedestrian Push Button with Warning Lights (at Garfield Street mid-block crossing) | EA | 2 | \$ 8,000.00 | \$ 16,000.00 |
| Extend Culvert Under Pathway | EA | 1 | \$ 800.00 | \$ 800.00 |
| Seeding - Dry Land Mix (Assumes that landscaping beautification will be concurrent. Seeding is only from McCue to Garfield.) | AC | 0.6 | \$ 2,500.00 | \$ 1,500.00 |
| Block Wall Under I-80 Bridge: | | | | |
| Removal of Bridge Slope Paving | SY | 600 | \$ 10.00 | \$ 6,000.00 |
| Dry Excavation | CY | 2490 | \$ 33.00 | \$ 82,170.00 |
| Crusher Run Sub-Base | CY | 190 | \$ 46.00 | \$ 8,740.00 |
| Precast Wall Component System (MSE Block Wall) | SF | 4800 | \$ 30.00 | \$ 144,000.00 |
| Remove and Replace Deck Drain Outlet Pan | EA | 2 | \$ 600.00 | \$ 1,200.00 |

Total \$ 755,405.00
 12% Engineering Design \$ 91,000.00
 15% Contingency \$ 126,970.00

TOTAL ESTIMATED COST: PRIORITY 1 - SHARED USE PATHWAY (GARFIELD ST. TO ADAMS ST.) \$ 973,375.00

Amenities:

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|--|------|--------------------|---------------------|----------------------|
| Bench* - assume 5: at connection to greenbelt trail, one at each of the 4 art installations near the UW Veterinary Lab | EA | 3 | \$ 2,300.00 | \$ 6,900.00 |
| Trash Receptacle* - assume 6: one by each bench and one at Adams Street | EA | 6 | \$ 1,300.00 | \$ 7,800.00 |
| Way Finding Signage | EA | 4 | \$ 1,200.00 | \$ 4,800.00 |
| Lighting (Two Options): | | | | |
| Bollard Lighting - fixture spacing = 25', from Garfield St. to east-bound I-80 ramps | EA | 86 | \$ 2,175.00 | \$ 187,050.00 |
| --OR-- | | | | |
| Pedestrian Lighting - fixture spacing = 75', from Garfield St. to east-bound I-80 ramps | EA | 28 | \$ 7,850.00 | \$ 219,800.00 |

* Note: Estimated bench and trash receptacle unit costs are based on contractor purchase and install, including a concrete pad under each item.

Priority 1 - On-Street Bicycle Lanes

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|--|------|--------------------|---------------------|----------------------|
| Contract Bond (1%) | LS | Lump Sum | \$ 780.00 | \$ 780.00 |
| Mobilization (10%) | LS | Lump Sum | \$ 7,900.00 | \$ 7,900.00 |
| Traffic Control | LS | Lump Sum | \$ 10,000.00 | \$ 10,000.00 |
| Epoxy Pavement Line - 6" Solid White | LF | 5903 | \$ 1.25 | \$ 7,378.75 |
| Epoxy Pavement Line - 6" Skip White | LF | 80 | \$ 1.25 | \$ 100.00 |
| Pavement Marking, MMA Acrylic, Bike Lane Green at 130/230 Intersection | SF | 405 | \$ 10.00 | \$ 4,050.00 |
| Pavement Marking, MMA Acrylic, Bike Lane Green at each driveway | SF | 5310 | \$ 10.00 | \$ 53,100.00 |
| Bike Lane Symbol | EA | 19 | \$ 150.00 | \$ 2,850.00 |

Total \$ 86,158.75
15% Contingency \$ 12,923.81

TOTAL ESTIMATED COST: PRIORITY 1 - ON-STREET BICYCLE LANES \$ 99,082.56

Priority 2 - 8' Separated Pathway from Adams Street to Colorado Avenue, south side of Snowy Range Road

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|---|------|--------------------|---------------------|----------------------|
| Contract Bond (1%) | LS | Lump Sum | \$ 3,100.00 | \$ 3,100.00 |
| Mobilization (10%) | LS | Lump Sum | \$ 31,300.00 | \$ 31,300.00 |
| Traffic Control | LS | Lump Sum | \$ 22,000.00 | \$ 22,000.00 |
| Erosion Control and Storm Water Management | LS | Lump Sum | \$ 10,000.00 | \$ 10,000.00 |
| Unclassified Excavation | CY | 540 | \$ 15.00 | \$ 8,100.00 |
| Removal of Concrete Sidewalk & Approaches | SY | 1550 | \$ 6.50 | \$ 10,075.00 |
| Remove and Reset Chain link Fence (SE corner Colorado and Snowy Range Road) | LF | 100 | \$ 4.25 | \$ 425.00 |
| Remove and Reset Industrial Fence (Fat Boys) | LF | 220 | \$ 12.00 | \$ 2,640.00 |
| Crushed Base - 6" under path & approaches | TON | 720 | \$ 22.00 | \$ 15,840.00 |
| 6" Concrete Path | SF | 14200 | \$ 7.50 | \$ 106,500.00 |
| 8" Concrete Approach | SF | 5000 | \$ 8.00 | \$ 40,000.00 |
| Detectable Warning Plates | SF | 200 | \$ 50.00 | \$ 10,000.00 |
| Asphalt Patching - Assume 2' wide at each approach and parking lot, includes saw cut, removal of asphalt and 6" of crushed base | SY | 170 | \$ 55.00 | \$ 9,350.00 |
| Remove and Rebuilt Steps - at south east corner of Buchanan St. and Snowy Range Road | LS | Lump Sum | \$ 650.00 | \$ 650.00 |
| Landscape Buffer - includes 12" topsoil and plantings (See Note 1) | SF | 3520 | \$ 12.00 | \$ 42,240.00 |
| Repair Irrigation at McDonalds property | LS | Lump Sum | \$ 1,600.00 | \$ 1,600.00 |
| Relocate Utility Drop Pole (See Note 2) | EA | 3 | \$ 5,000.00 | \$ 15,000.00 |
| Relocate COBRA Head Light Pole | EA | 1 | \$ 1,800.00 | \$ 1,800.00 |
| Remove and Replace No Parking Sign | EA | 12 | \$ 250.00 | \$ 3,000.00 |
| Remove Mailbox Installation and Reinstall on New Bracket | EA | 2 | \$ 850.00 | \$ 1,700.00 |
| Private Sign Relocation | EA | 2 | \$ 1,100.00 | \$ 2,200.00 |
| Relocate WYDOT Sign | EA | 2 | \$ 1,200.00 | \$ 2,400.00 |
| Relocate Utility Meter | EA | 1 | \$ 850.00 | \$ 850.00 |
| Trim Trees / Shrubs | LS | Lump Sum | \$ 600.00 | \$ 600.00 |
| Sod Replacement (at McDonalds) | SF | 2010 | \$ 0.90 | \$ 1,809.00 |
| Seeding - Dry Land Mix | AC | 0.1 | \$ 2,500.00 | \$ 250.00 |

Total \$ 343,429.00
 12% Engineering Design \$ 42,000.00
 15% Contingency \$ 57,820.00

TOTAL ESTIMATED COST: PRIORITY 2 - SEPARATED PATHWAY ADAMS ST. TO COLORADO AVE. \$ 443,249.00

NOTES:

- Planting strips will require watering during the first year, until establishment. Cost of watering has not been included. Plantings are estimated based on a 1 QT container spaced every 18" O.C.
- Cost of utility drop pole relocations is dependent on size of pole and number and type of utilities on each individual pole. Estimated unit cost is approximate.
- Cost of easements has not been included

Amenities:

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|--|------|--------------------|---------------------|----------------------|
| Bench* - assume 1: at Colorado Avenue | EA | 1 | \$ 2,300.00 | \$ 2,300.00 |
| Trash Receptacle* - assume 2: Colorado Avenue and Adams Street | EA | 2 | \$ 1,300.00 | \$ 2,600.00 |
| Way Finding Signage | EA | 1 | \$ 1,200.00 | \$ 1,200.00 |
| Lighting (Two Options): | | | | |
| Bollard Lighting - fixture spacing = 25', assume 14 per block for 6 blocks, Adams St. to Colorado Ave. | EA | 84 | \$ 2,175.00 | \$ 182,700.00 |
| --OR-- | | | | |
| Pedestrian Lighting - fixture spacing = 75', assume 4 per block for 6 blocks, Adams St. to Colorado Ave. | EA | 24 | \$ 7,850.00 | \$ 188,400.00 |

* Note: Estimated bench and trash receptacle unit costs are based on contractor purchase and install, including a concrete pad under each item.

Priority 3 - 11' Shared Use Pathway on north side of Snowy Range Road from west bound I-80 ramps to Adams, then on East side of Adams Street to Madison Street, under I-80, Across McCue to Greenbelt

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|---|------|--------------------|---------------------|----------------------|
| Contract Bond (1%) | LS | Lump Sum | \$ 9,040.00 | \$ 9,040.00 |
| Mobilization (10%) | LS | Lump Sum | \$ 91,300.00 | \$ 91,300.00 |
| Traffic Control | LS | Lump Sum | \$ 10,000.00 | \$ 10,000.00 |
| Erosion Control and Storm Water Management | LS | Lump Sum | \$ 10,000.00 | \$ 10,000.00 |
| Unclassified Excavation | CY | 4480 | \$ 15.00 | \$ 67,200.00 |
| Removal of Concrete Sidewalk | SY | 370 | \$ 6.50 | \$ 2,405.00 |
| Crushed Base - 6" under path | TON | 2370 | \$ 22.00 | \$ 52,140.00 |
| 6" Concrete Path | SF | 63800 | \$ 7.50 | \$ 478,500.00 |
| Detectable Warning Plates | SF | 120 | \$ 50.00 | \$ 6,000.00 |
| Thermoplastic Pavement Markings - Crosswalks (New installations across Snowy Range Road at westbound ramps, across ramps, and across McCue St.) | SF | 645 | \$ 22.00 | \$ 14,190.00 |
| Pedestrian Push Button with Warning Lights (at McCue mid-block crossing) | EA | 2 | \$ 8,000.00 | \$ 16,000.00 |
| Traffic Signal Upgrades - Pedestrian push buttons (2), Signal Face (2) and Wiring | LS | Lump Sum | \$ 1,350.00 | \$ 1,350.00 |
| Signage at Historical RR Crossing | EA | 1 | \$ 1,200.00 | \$ 1,200.00 |
| Extend Culvert Under Pathway | EA | 1 | \$800 | \$ 800.00 |
| Seeding - Dry Land Mix | AC | 0.6 | \$2,500 | \$ 1,500.00 |
| Block Wall Under I-80 Bridge: | | | | |
| Removal of Bridge Slope Paving | SY | 600 | \$ 10.00 | \$ 6,000.00 |
| Dry Excavation | CY | 2490 | \$ 33.00 | \$ 82,170.00 |
| Crusher Run Sub-Base | CY | 190 | \$ 46.00 | \$ 8,740.00 |
| Precast Wall Component System (MSE Block Wall) | SF | 4800 | \$ 30.00 | \$ 144,000.00 |
| Remove and Replace Deck Drain Outlet Pan | EA | 2 | \$ 600.00 | \$ 1,200.00 |

Total \$ 1,003,735.00
 12% Engineering Design \$ 121,000.00
 15% Contingency \$ 168,720.00

TOTAL ESTIMATED COST: PRIORITY 3 - SHARED USE PATH UP ADAMS TO MADISON STREET AND EAST TO LARAMIE RIVER GREENBELT TRAIL \$ 1,293,455.00

Amenities:

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|---|------|--------------------|---------------------|----------------------|
| Bench* - assume 3: corner of Adams and Snowy Range Road, at historic railroad underpass, and at connection to greenbelt trail | EA | 3 | \$ 2,300.00 | \$ 6,900.00 |
| Trash Receptacle* - assume 3: one by each bench | EA | 3 | \$ 1,300.00 | \$ 3,900.00 |
| Way Finding Signage | EA | 3 | \$ 1,200.00 | \$ 3,600.00 |

* Note: Estimated bench and trash receptacle unit costs are based on contractor purchase and install, including a concrete pad under each item.

Landscaping Beautification at Highway 130/230 "Y" and Interstate-80 gateway areas as shown on Sheet L01

| Description | Unit | Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|--|------|--------------------|---------------------|----------------------|
| Contract Bond (1%) | LS | Lump Sum | \$ 2,950.00 | \$ 2,950.00 |
| Mobilization (10%) | LS | Lump Sum | \$ 29,800.00 | \$ 29,800.00 |
| Traffic Control | LS | Lump Sum | \$ 5,000.00 | \$ 5,000.00 |
| Erosion Control and Storm Water Management | LS | Lump Sum | \$ 13,860.00 | \$ 13,860.00 |
| Clearing and Grubbing | SF | 343780 | \$ 0.15 | \$ 51,567.00 |
| Restoration Prep (Includes fine grading, topsoil and soil amendments as needed) | SY | 38198 | \$ 3.00 | \$ 114,594.00 |
| No-Mow Lawn Seeding | SY | 1860 | \$ 2.00 | \$ 3,720.00 |
| Shade Tree | EA | 48 | \$ 315.00 | \$ 15,120.00 |
| Shrub | EA | 501 | \$ 30.00 | \$ 15,030.00 |
| Prairie Seeding | AC | 8 | \$ 3,500.00 | \$ 28,000.00 |
| Vegetation Establishment and First Year Maintenance (Includes watering as needed for establishment, mowing 1-3x per year to prevent weeds and invasive species from going to seed, and spot treatment with herbicide or manual removal of invasive species as needed.) | AC | 8 | \$ 6,000.00 | \$ 48,000.00 |

Total \$ 327,641.00
15% Contingency \$ 49,150.00

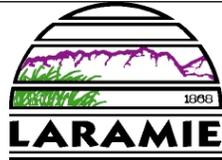
TOTAL ESTIMATED COST: LANDSCAPING BEAUTIFICATION \$ 376,791.00

The landscape beautification concept shown on Sheet L01 of the Feasibility Study consists of 8 acres total. The landscaping shown at the Highway 130/230 "Y" Intersection is 0.2 acres. The remainder is at the I-80 / Snowy Range Road gateway area.

Including the contingency and all items listed above, the cost for landscaping beautification is \$47,100 per acre (\$9.75 per square yard). However, piecing out the landscaping areas into smaller sections will likely result in higher unit costs from contractors as compared to an 8 acre site/project.

The conceptual plan, shown on Sheets C01, C02, and C03 of the Feasibility Study show additional beautification areas on either side of Snowy Range Road, east of the Interstate-80 right of way. The breakdown of landscaping beautification costs per square yard for these areas is listed below.

| Location | Area (SY) | Total Estimated Cost |
|---|-----------|----------------------|
| South side of Snowy Range Road, UW Veterinary Lab frontage to access road opposite of McCue Street (Note that this area is planned for art installations.) | 3755 | \$ 36,611.25 |
| South side of Snowy Range Road, access road opposite of McCue Street to Garfield Street (Note that the majority of this area has a steep slope between the edge of Snowy Range Road and the ROW fence. This is likely not an ideal location for tree and shrub plantings.) | 1602 | \$ 15,619.50 |
| North side of Snowy Range Road, east of I-80 ROW to McCue Street (Note that this area has several existing small diameter trees. Landscaping beautification costs will likely be lower in this area as the square yardage unit cost includes trees.) | 2444 | \$ 23,829.00 |
| North side of Snowy Range Road from McCue Street to Wyoming Territorial Park main entrance | 2152 | \$ 20,982.00 |

**Agenda Item: Resolution**

Title: Resolution 2016-82 authorizing the filing of an application with the United States Environmental Protection Agency (EPA) for a Communitywide Brownfield Assessment Grant to support revitalization efforts in the West Side

Recommended Council MOTION: I move to approve the filing of an application with the United States Environmental Protection Agency (EPA) for a Communitywide Brownfield Assessment Grant to support revitalization efforts in the West Side and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal: This project directly and indirectly supports the following council-adopted goals:

- Pursue economic development at Cirrus Sky Technology Park and throughout the community
- Adopt Revitalization Plan for West Laramie
- Prepare and present for Council consideration a Neighborhood Services Program concept
- Adopt strategy for increasing sales tax
- Designate 3rd Street from I-80 to Curtis Street as a critical beautification and walkability corridor for the community and pursue enhancements
- Investigate creation of Urban Renewal Agency as authorized by State law

This project may also support recommendations set forth within the 2007 Comp Plan, 2013 Downtown Development Plan, 2015 Housing Study and Action Plan and the 2016 Public Art Plan.

Background: The purpose of the EPA’s communitywide brownfield program is to “empower communities and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields.” The EPA defines brownfield sites as “...real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant”. Communitywide Assessment funds may be used to:

- Inventory Sites: Compile a listing of potential sites
- Characterize Sites: Identify past uses
- Assess Sites: Determine existing contamination
- Conduct Cleanup and Redevelopment Planning: Scope and plan process
- Conduct Community Involvement: Inform and engage community

In considering an application and weighing possible projects that could be put forth for consideration, staff consulted with Ayers and Associates, a national planning firm working on two major EPA-funded brownfields projects in Wyoming –Cheyenne’s “West Edge” (www.cheyennewestedge.com) and Casper’s “Old Yellowstone District” (www.casperwy.gov/residents/property_and_housing/urban_renewal) - to identify the most competitive local project. After a thorough tour of the community, Ayers staff strongly suggested an application focused on the West Side. This area was deemed by Ayers and Associates as more competitive than other potential sites for a number of factors including age of neighborhood, demographic of its residents, proximity to both the downtown area and the trailhead to the greenbelt, presence of the brownfields sites and superfund sites, and the Harney Street Viaduct project.

If awarded, grant funds will be used hire a consulting firm to work alongside staff and stakeholders (West Side League of Neighbors, Lincoln Community Center, Laramie Main Street, Laramie River Conservation District, etc) to identify and prioritize brownfield sites, conduct assessments of those sites, develop plans for remediation,

and to conduct community outreach to keep the public informed of project progress and to encourage public participation.

The total amount of the request is \$300,000. No cash will be used for the grant, however, an estimated \$15,500 in staff time will be used to support this project over a three year period.

Legal/Statutory Authority: This is an allowable project and the city is a qualifying applicant.

BUDGET/FISCAL INFORMATION:

REVENUE

| | | |
|---------------------|--------------|-------------------------------|
| Grants for Projects | \$300,000.00 | EPA Brownfield Grant -pending |
| Loans on Project | | |
| Other | | |
| Total | \$300,000.00 | |

EXPENSE

Proposed Project Cost.

| Project Budget | Amount | Funds |
|------------------------|--------------|-------------------------------|
| Project Cost | \$300,000.00 | |
| Loans on Project | | |
| Grants for Project | \$300,000.00 | EPA Brownfield Grant -pending |
| Other/Outside Projects | | |
| City's Amount | \$0.00 | |
| Contingency | 0% | \$0.00 |
| Total Amount | \$300,000.00 | |

Amount spent to date (approved and adopted by Council)

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

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

| Expenditures | Amount | Fund |
|-----------------------------|--------|------|
| Proposed Expenditure | | |
| Current Budget | | |
| Additional Amount Requested | | |
| Total Proposed Budget | | |

Responsible Staff:

City Manager, Janine Jordan, x5226
 Grant Analyst, Sarah Reese, x5201

Attachment: Amendment I

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING SUBMISSION OF THE APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR A BROWNFIELDS COMMUNITYWIDE ASSESSMENT GRANT (BROWNFIELD GRANT) IN AN AMOUNT OF \$300,000 TO CONDUCT A BROWNFIELD ASSESSMENT OF HAZARDOUS SUBSTANCE AND PETROLEUM CONTAMINATED PROPERTIES THROUGHOUT THE WEST SIDE.

WHEREAS, the Governing Body for the City of Laramie desires to participate in the EPA's Brownfield Grant to assist in financing this project; and

WHEREAS, the Governing Body of the City of Laramie understands the purpose of this program is to "empower communities and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields"; and

WHEREAS recognizing the high concentration of known and potential brownfield sites in tandem with a former superfund site in the area, the West Side is a priority location for this project; and

WHEREAS this project supports council-adopted goals and several community development plans; and

WHEREAS, the total amount of the request is \$300,000, and the city will contribute an estimated \$15,500 in staff time over a three year period to support this project; and

WHEREAS if awarded, grant funds will be used hire a consulting firm to work alongside staff and stakeholders (West Side League of Neighbors, Lincoln Community Center, Laramie Main Street, Laramie River Conservation District, etc) to identify and prioritize brownfield sites, conduct assessments of those sites, develop plans for remediation, and to conduct community outreach to keep the public informed of project progress and to encourage public participation.

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

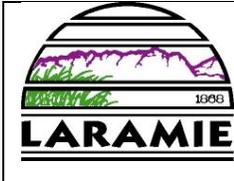
- Section 1.** That the foregoing recitals are incorporated in and made a part of this resolution by this reference.
- Section 2.** The City of Laramie, will submit grant application will be submitted to the EPA in an amount not to exceed \$300,000 for consideration of assistance in funding the assessments throughout the West Side.
- Section 3.** If awarded, the city will contribute an estimated \$15,500 in staff time over a three year period to support this project.

PASSED, APPROVED AND ADOPTED THIS 20th Day of December 2016.

ATTEST

MAYOR

CITY CLERK



Agenda Item: Agreement - Intergovernmental
Title: Consideration of the Grant Agreement between the Department of State Parks & Cultural Resources and the City of Laramie, Wyoming, Parks & Recreation Department for the award of a Land & Water Conservation Fund Grant for Scout Park, Phase III Development.

Recommended Council MOTION:

I move that Council approve the Grant Agreement between the Department of State Parks & Cultural Resources and the City of Laramie, Wyoming, Parks & Recreation Department for the award of a Land & Water Conservation Fund Grant for Scout Park, Phase III Development in the amount of \$125,000.00 and authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

Council Goal: Preserve park land, open space and public trails for future generations.
P&R Master Plan: Service Area 6 shows a need for increased playlots and walking trails in this service area.
Department Goal: Provide quality parks & recreation opportunities for residents and visitors alike.
Develop infrastructure to enhance existing parks and recreation facilities and amenities for the community.

Background:

The Land and Water Conservation Fund (L&WCF) Act was originally passed by Congress in 1965. The Act was intended to provide federal financial assistance for the acquisition and/or development of public outdoor recreational lands and facilities. Financial assistance is granted on a 50 percent reimbursable basis. The project sponsor is to pay the total cost, after which 50 percent of the cost will be repaid to the sponsor from federal funds, up to the maximum amount of the grant award. The Act is administered at the federal level by the Department of the Interior, National Park Service. At the state level it is administered by Wyoming State Parks, Historic Sites and Trails under the direction of the Wyoming Parks and Cultural Resources Commission.

On December 15, 2015 City Council approve the application for a Land & Water Conservation Fund Grant continuing to phase the development of Scout Park. Phase 3 will include an in-park eight (8) foot wide path and playgrounds for the 2-5 year old age group and the 5-12 year old age group. To leverage local tax dollars, City staff is recommending authorization of the grant application to the Wyoming Department State Parks and Cultural Resources for a Land and Water Conservation Fund grant in the amount of \$125,000. It should be noted that within the FY15-16 budget under the capital project detail for Scout Park Development, we had projected a \$50,000 possible L&WCF grant award for FY16 to offset the \$225,000 in budgeted project expense.

Staff recommends approval of this Grant Agreement.

Legal/Statutory Authority:

N/A

Budget/Fiscal Information:

REVENUE

| Source | Amount | Type |
|--------------------------|--------------|------|
| Fees/Charges for Service | | |
| Grants for Projects | \$125,000.00 | |
| Loans on Project | | |
| | | |
| Total | \$125,000.00 | |

EXPENSE

Proposed Project Cost.

| Project Budget | Amount | Funds |
|------------------------|--------------|-------|
| Project Cost | \$275,000.00 | |
| Loans on Project | | |
| Grants for Project | \$125,000.00 | |
| Other/Outside Projects | | |
| City's Amount | \$150,000.00 | |
| Contingency 0% | \$0.00 | |
| Total Amount | \$275,000.00 | |

Amount spent to date (approved and adopted by Council)

| | | |
|---------------------------|--------------|--|
| Total Budget Allocation | \$275,000.00 | |
| Less Amount Spent to Date | \$7,615.00 | |
| Remainder of Budget | \$267,385.00 | |
| | | |

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

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

Responsible Staff:Todd Feezer, Director, Parks and Recreation Department, 721-5260 or tfeezer@cityofflaramie.org**Attachments:**

Scout Grant Agreement LWCF

State Tax ID#: 83-0208-667

CFDA#: 15-916

State Dunns#: 809915374

**GRANT AGREEMENT FOR LAND AND WATER CONSERVATION FUNDS
BETWEEN THE DEPARTMENT OF STATE PARKS AND CULTURAL RESOURCES,
DIVISION OF STATE PARKS, HISTORIC SITES AND TRAILS AND
THE CITY OF LARAMIE, WYOMING PARKS AND RECREATION DEPARTMENT**

THIS LAND AND WATER CONSERVATION FUND GRANT AGREEMENT ("Grant Agreement") is made between the Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites and Trails ("Department"), whose address is 2301 Central Avenue, Barrett Bldg., 4th Floor, Cheyenne, Wyoming 82002 and, the City of Laramie, Parks and Recreation Department, a political subdivision of the State of Wyoming ("Grantee"), whose address is P.O. Box C, Laramie, Wyoming 82073. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1. Purpose of Grant Agreement.** The Department shall provide federal Land and Water Conservation Fund Grant ("L&WCF") funds to Grantee in the amount set forth in Section 3, and Grantee shall undertake and complete all materials, projects and/or services (collectively, the ("Project")) described in Attachment A, attached hereto and made a part of this Grant Agreement. Performance by Grantee of the requirements of this Grant Agreement and compliance with all L&WCF program rules and regulations is a condition to Grantee's receipt of monies hereunder.
- 2. Term of Grant Agreement.** This Grant Agreement is not effective until all parties have executed it. The Grant Agreement will terminate **December 31, 2019** ("Term"). The Project shall be completed during the Term. This Grant Agreement may be extended by agreement of both parties in writing, however there is no right or expectation of extension beyond the Term, and any renewal or extension shall be determined at the sole discretion of the Department and subject to any necessary federal and/or Department approval. Any extension of this Grant Agreement shall be initiated by the Department and shall be effective only after it is reduced to writing and executed by all parties to the Grant Agreement and any necessary federal approval has been received.
- 3. Payment.** Department agrees to grant monies to Grantee for performance of the Project, as billings are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the L&WCF program rules and regulations set forth in National Park Service Guideline #34, Land & Water Conservation Fund Manual, as amended 1991 ("Manual"). The total payment to Grantee under this Grant Agreement shall not exceed **\$125,000.00 (One Hundred Twenty Five Thousand Dollars and No Cents)**. Payment shall be made following Grantee's delivery to Department of billing detailing services performed in connection with the Project in a form satisfactory to Department procedures and more particularly described in Section 675.6 of the Manual. No payment shall be made for any services performed in

connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

4. **Responsibilities of Grantee.** In undertaking and completing the Project, the Grantee agrees as follows:
- A. The Grantee agrees and warrants that it owns in fee simple, the property upon which the Project entitled Scout Park is to be located.
 - B. The Grantee by this Agreement does hereby dedicate, in perpetuity, the Project and the real estate upon which the Project is located to the use and benefit of the public for purposes of outdoor recreation. Grantee further agrees that it shall cause notice of this dedication to be properly recorded with the county recorder in the county where the property is located and provide evidence of the recording to the Department.
 - C. The Grantee agrees and warrants that prior approval in writing shall be obtained from the Department with respect to alteration or conversion of use in part or total of the facility.
 - D. The Grantee agrees and warrants that applicable federal laws with respect to barrier free access have been complied within the design and function of the facility as described in Attachment A.
 - E. The Grantee agrees to cover at least fifty (50) percent of the total cost of the acquisition and development of the Project, said percentage determined by the Department, depending on the amount of federal funds made available to the Department. The Grantee shall pay in full all of the costs of the acquisition and development of the Project and shall be reimbursed not more than fifty (50) percent of the total cost.
 - F. The Grantee agrees and warrants that it will maintain and operate said Project in perpetuity.
 - G. The Grantee agrees to undertake and complete all materials, projects and/or services (collectively, the ("Project")) described in Attachment A, attached hereto and made a part of this Grant Agreement. The Grantee agrees to pay for the cost of the Project as described in Attachment A before reimbursement request is submitted to the Department.
 - H. The Grantee agrees to acquire, develop, and maintain the Project in strict accordance with the guidelines, rules and regulations as are set out in the Manual.
 - I. The Grantee agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills which would be

exercised by a grantee under similar circumstances, to the satisfaction of the Department.

- J. In the interpretation, execution, administration and enforcement of this Grant Agreement, Grantee agrees to comply with all applicable state and federal laws, rules, and regulations. In addition to the terms detailed in this Grant Agreement, Grantee agrees to comply with all federal requirements governing grant agreements which are applicable, including but not limited to 24 C.F.R. §85; Office of Management and Budget (“OMB”) Circular A-87 Cost Principles for State and Local Governments; and OMB Circular A-133 Audits of State and Local Government. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and Grantee agrees to comply therewith.
- K. Grantee shall comply with “Equal Opportunity in Federal Employment”, Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and the Age Discrimination Act of 1975, and any rules and regulations related thereto. Grantee shall assure that no person is discriminated against based on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant Agreement. The Grantee shall include the provisions of this section in every sub-grant or subcontract so that such provisions are binding on each sub-grantee or subcontractor.
- L. The Department shall have the right and Grantee hereby agrees to allow Department, the Comptroller General of the United States, the U.S. Department of the Interior and National Park Service and any of their duly authorized representatives to (i) have access at anytime to any books, documents, papers and records of Grantee related to the Project or any activities related to this Grant Agreement including all such records and activities of any sub-grantee or subcontractor of Grantee hereunder (“Records”), (ii) make site inspections at anytime, and bring experts and consultants on Grantee’s site, and (iii) observe all Grantee personnel on site in every phase of performance of this Grant Agreement and the Project, for purposes which include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee’s compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee’s fiscal and administrative compliance with this Grant Agreement and L&WCF program rules and regulations. Grantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit.

- M. If the Project includes a final printed or written product such as a brochure, report, book, poster, etc., Grantee agrees to provide one copy of such product upon its completion to department without charge.
 - N. Grantee agrees to retain in perpetuity all records related to the Project which are required to be retained pursuant to this Grant Agreement or the L&WCF program rules and regulations. Should the Grantee need to dispose of records the Grantee shall contact the Department prior to taking any action.
5. **Responsibilities of Department.** Department shall, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning the L&WCF program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. Department shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
6. **Special Provisions.**
- A. Department's obligation to pay Grantee for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of federal or state government funds which are allocated to pay Grantee hereunder. If Grant Agreement monies are not allocated and available for Department to pay Grantee for the performance of the Project, Department may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.
- Department shall notify Grantee at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to Department in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. Department shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Grantee or any other person or entity as a result of termination under this section. This provision shall not be construed so as to permit Department to terminate this Grant Agreement in order to contract for similar services from another party.
7. **Default and Remedies.** In the event Grantee or any sub-grantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the L&WCF program rules and regulations, then Department and/or U.S. Department of Interior shall have the right to exercise all remedies provided by law or in equity, including without limitation:

- A. Immediately terminating this Grant Agreement without further liability or obligation of Department and upon request from the Department, Grantee shall return all Grant Agreement funds paid by the Department to Grantee;
- B. Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;
- C. Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
- D. Advising Grantee that a certification will no longer be acceptable and that additional assurances will be required;
- E. Advising Grantee to suspend disbursement of funds for the deficient activity;
- F. Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
- G. Changing the method of payment to Grantee; and/or
- H. Reducing, withdrawing, or adjusting the amount of the Grant.

8. **General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, executed and signed by all parties to this Grant Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- C. **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, Grantee shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the Grantee hereunder. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of Department.

- D. **Assumption of Risk.** Grantee shall be responsible for any loss of federal funding, either administrative or program dollars, due to Grantee's failure to comply with this Grant Agreement and all state or federal L&WCF requirements. Department shall notify Grantee of any state or federal determination noncompliance.
- E. **Entirety of Grant Agreement.** This Grant Agreement, consisting of eleven (11) pages, and Attachment A consisting of fourteen (14) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- F. **Indemnification.** Grantee shall indemnify, release and hold harmless Department and its officers, agents employees, successors and assigns from any and all causes of action, losses, injuries, liabilities, damages, claims, demands or costs (including reasonable attorneys' fees) (collectively "Claims") arising out of all activities in connection with the Project, Grantee's (and any sub-grantee's or subcontractor's) performance under this Grant Agreement, or failure by Grantee (or any sub-grantee or subcontractor) to comply with the terms of this Grant Agreement or any L&WCF program rules and /or regulations. Grantee shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Grant Agreement (including without limitation the acts, omissions or performance of the Project or this Grant Agreement by any sub-grantee or subcontractor), including without limitation all Claims arising in connection therewith. The Department (its officers, agents, employees, successors and assigns) shall have no liability to Grantee or any sub-grantee or subcontractor and shall be released for all such Claims.
- G. **Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of the Department for any purpose. Consistent with the express terms of this Grant Agreement, the Grantee shall be free from control or direction over the details of the performance of services under this Grant Agreement. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of Department, or to incur any obligation of any kind on the behalf of Department. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Department employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.
- H. **Kickbacks.** Grantee warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees,

commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the Department may, at its discretion, terminate this Grant Agreement without liability to the Department, or deduct from the Grant Agreement amount, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee. In addition:

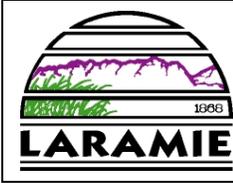
- i. Grantee shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, as supplemented in the Department of Labor Regulations 29 C.F.R., § 3. This Act provides that Grantee is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - ii. No staff member or other personnel of Grantee shall engage in any grant agreement or other activity which would constitute a conflict of interest as related to this Grant Agreement.
- I. **Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.
 - J. **Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds shall be disbursed hereunder until all necessary approvals and actions have occurred as determined by Department in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
 - K. **Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
 - L. **Sovereign Immunity.** The State of Wyoming and the Department do not waive sovereign immunity by entering into this Grant Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

- M. **Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- N. **Time is of the Essence.** Time is of the essence in the performance by Grantee of all provisions of the Grant Agreement.
- O. **Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- P. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- Q. **Interest in Members of Department and Others.** No officer, member or employee of Department, and no public official or employee of the governing body of the locality or location in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project shall: (a) participate in any decision relating to this Grant Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; or (b) have any interest direct, or indirect, in this Grant Agreement or the proceeds hereof.
- R. **Attorneys' Fees.** If Department has to enforce this Grant agreement as a result of a default in the performance of the Project of this Grant Agreement, Department shall be entitled to its reasonable attorneys' fees and costs incurred in such enforcement.
- S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.
- T. **Ethics.** Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement, including the Executive Branch Code of Ethics (Executive Order 1997-4), the Wyoming Ethics and disclosure Act (Wyo. Stat. 9-13-101, *et seq.*), and any and all ethical standards governing Grantee.

- U. **Suspension, Debarment and Voluntary Exclusion.** By signing this Grant Agreement, Grantee certified that it is not suspended, debarred, or voluntarily excluded from Federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded. Further, Grantee agrees to notify the Department by certified mail should Grantee or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.
- V. **No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant Agreement shall be paid by either party.
- W. **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 Grantee, shall identify the Department as the sponsoring agency and shall not be released without prior written approval from the Department.
- X. **Award of Related Grants.** The Department may undertake or award supplemental or successor grants for work related to this Grant agreement. The Grantee shall cooperate fully with other grantees and the Department in all such cases.
- Y. **Compliance with Law.** The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.
- Z. **Patent and Copyright Protection.** The Grantee 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 Grantee or its sub-grantees or subcontractors will violate any such restriction. The Grantee shall defend and indemnify the Department for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.
- AA. **Force Majeure.** Neither party shall be liable for failure to perform under this Grant Agreement 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.

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Agenda Item: Original Ordinance - 1st Reading

Title: Original Ordinance No. 1959, rezoning an area approximately 26.5 acres in size from AE (Airport Enterprise) District to AV (Aviation) District, generally located at the Laramie Regional Airport.

Recommended Council MOTION:

Move to **approve** Original Ordinance No. 1959 on first reading; rezoning an area approximately 26.5 acres in size from AE (Airport Enterprise) District to AV (Aviation) District generally located at the Laramie Regional Airport; based on findings of fact and conclusions of law; and set a public hearing and second reading for January 17, 2017.

Administrative or Policy Goal:

The Comprehensive Plan’s Future Land Use (FLU) Map (Map 3.2) designates this area as PI (Public/Institutional). Rezoning of the property is consistent with the area’s Land Use Plan.

Background:

This rezoning would re-designate a portion of the Laramie Regional Airport to a zone more appropriate for the type of use that occurs within the designated portion. Currently, the 26.5 acre parcel has a zoning designation of AE (Airport Enterprise); Laramie Municipal Code states the AE District is established to provide lands for technological-industrial parks that require support by an airport facility for shipping, education, communication, research or other reasons. Other such reasons could be types of commercial activities, rental facilities, hotels, and other uses that support air and business travelers. *(LMC 15.08.050.F.6)*

The AV Zone is intended to include runways, clear zones, aprons, aviation related structures, and other supporting facilities. *(LMC 15.08.050.F.1.a)*

The applicant is applying for this change because the area in question is considered a “private hangar” area with no public access, thus the use falls in line with the AV zone as opposed to the supporting role of the AE zone. Furthermore, metal building facades are allowed within the AV zone, but are limited within the AE zone; due to the design nature of private airplane hangars and other typical uses found within this zone district, this further supports the zoning change to the AV zone.

On November 28, 2016 the Laramie Planning considered the amendment and recommended approval [6 yes, 0 no and 1 absent].

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

BUDGET FISCAL INFORMATION:

REVENUE

| Source | Amount | Type |
|--------------------------|----------|---------------------------|
| Fees/Charges for Service | \$635.00 | Application and Sign Fees |
| Grant | | |
| Loan | | |
| Other | | |
| Total | \$635.00 | |

Responsible Staff:

Eric Conner, Associate Planner:
721-5344

Attachments:
Proposed Ordinance
November 28, 2016 Planning
Commission Staff Report

Future dates are subject to change

| | |
|--------------------------------------|-------------------|
| Work Session | |
| Advertised | |
| Public Hearing (PH) Held | January 17, 2017 |
| PH Advertised | December 24, 2016 |
| Introduction/1 st Reading | December 20, 2016 |
| 2 nd Reading | January 17, 2017 |
| 3 rd Reading | February 7, 2017 |

ORIGINAL ORDINANCE NO.: 1959
ENROLLED ORDINANCE NO.:

INTRODUCED BY:

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF LARAMIE, WYOMING, BY REZONING AN AREA APPROXIMATELY 26.5 ACRES IN SIZE, GENERALLY LOCATED AT THE LARAMIE REGIONAL AIRPORT, FROM AE (AIRPORT ENTERPRISE) DISTRICT TO AV (AVIATION) DISTRICT.

WHEREAS, on October 6, 2016 Laramie Regional Airport (Jack Skinner), filed with the City an application to rezone an area approximately 26.5 acres in size, generally located at the Laramie Regional Airport, from AE (Airport Enterprise) District to AV (Aviation) District; and

WHEREAS, on November 28, 2016 City staff presented the rezoning application to the Planning Commission with a recommendation that the City Council approve the proposed amendment; and

WHEREAS, on November 28, 2016 City Planning Commission reviewed the rezoning application and by majority vote (6 yes, 0 no, 1 absent) of its members recommended approval of the rezoning of the subject property; and

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602 will be published in the *Laramie Boomerang* on December 24, 2016; and

WHEREAS, a public hearing shall be held on January 17, 2017 which notice shall be given at least fifteen (15) 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 AE (Airport Enterprise) District to AV (Aviation) District, which is described as follows:

A PORTION OF LAND LOCATED IN THE NORTH HALF OF SECTIONS 34 AND 35, TOWNSHIP 16 NORTH, RANGE 74 WEST OF THE 6TH P.M., LARAMIE, ALBANY COUNTY, WYOMING, AS SHOWN IN ATTACHMENT A.

Section 3. That the foregoing described portion of land contains 26.5 acres more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all improvements thereon, and as shown in Attachment A.

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

Passed and approved this ____ day of _____, 2017.

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

Attest: _____
Angie Johnson, City Clerk

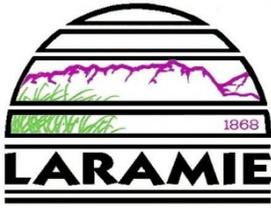
First Reading: December 20, 2016

Public Hearing: January 17, 2017

Second Reading: January 17, 2017

Third Reading and Final Action: February 7, 2017

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



City of Laramie

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

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

**LARAMIE PLANNING COMMISSION
NOVEMBER 28, 2016
STAFF REPORT**

FILE: Z-16-05: Laramie Regional Airport; 555 General Brees Rd.

REQUEST: Rezoning of an area of approximately 26.5 acres from AE (Airport Enterprise) to AV (Aviation).

LOCATION: 555 General Brees Road, at the Laramie Regional Airport.

APPLICANT(S)/AGENT: Laramie Regional Airport/ Jack Skinner

OWNER: Laramie Regional Airport

PURPOSE: Rezone a portion of the Laramie Regional Airport from AE (Airport Enterprise) to AV (Aviation).

CURRENT ZONING: AE (Airport Enterprise)

PREPARED BY: Eric Conner, Associate Planner

RECOMMENDED MOTION:

Move to recommend **approval** to the City Council to rezone the proposed portion of the Laramie Regional Airport from AE (Airport Enterprise) to AV (Aviation) Zoning which encompasses an area approximately 26.5 acres in size, based on findings of fact and conclusions of law.

APPLICABLE CITY CODE SECTION(S):

Laramie Comprehensive Plan
Laramie Municipal Code Title 15, Unified Development Code
Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning
Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning

BACKGROUND:

This rezoning would re-designate a portion of the Laramie Regional Airport to a zone more appropriate for the type of use that occurs within the designated portion. Currently, the 26.5 acre parcel has a zoning designation of AE (Airport Enterprise); Laramie Municipal Code states the AE District is established to provide lands for technological-industrial parks that require support by an airport facility for shipping, education, communication, research or other reasons. Other such reasons

could be types of commercial activities, rental facilities, hotels, and other uses that support air and business travelers. (LMC 15.08.050.F.6)

The AV Zone is intended to include runways, clear zones, aprons, aviation related structures, and other supporting facilities. (LMC 15.08.050.F.1.a)

The applicant is applying for this change because the area in question is considered a “private hangar” area with no public access, thus the use falls in line with the AV zone as opposed to the supporting role of the AE zone. Furthermore, metal building facades are allowed within the AV zone, but are limited within the AE zone; due to the design nature of private airplane hangars and other typical uses found within this zone district, this further supports the zoning change to the AV zone.

APPLICABILITY TO THE COMPREHENSIVE PLAN:

Future Land Use:

| | Future Land Use Designation (Map 3.2) | Zoning | Land Use |
|-------------------------|--|-------------------------|---------------------------|
| Subject Property | PI (Public, Institutional)/ I (Industrial) | AE (Airport Enterprise) | Taxi Way/ Private Hangars |
| North | I (Industrial) | AE (Airport Enterprise) | Vacant |
| South | PI (Public, Institutional) | AV (Aviation) | Runway |
| East | PI (Public, Institutional) | AV (Aviation) | Terminal/ Runway |
| West | PI (Public, Institutional) | AV (Aviation) | Runway |

Zoning districts associated with Industrial designations are I1 (Limited Industrial), I2 (Industrial), LM (Limited Manufacturing), and IP (Industrial Park). It is noted that neither AE nor AV are within this Future Land Use designation, however staff believes that due to the intense nature of the Industrial Land Use Designation, the AE and AV zoning districts are an applicable zoning district within the Industrial Land Use. Furthermore, Laramie Regional Airport is a public airport, thus the Public, Institutional Land Use designation is viewed as appropriate.

ANALYSIS:

This zoning request would increase compatibility with the established purpose for each aviation-related zone. Due to the restricted nature of the area, the proposed change would create better compliance with the intent of the different aviation zoning districts. The Airport Enterprise (AE) zone is intended to be used by supporting industries and industries oriented around services for business travelers (LMC 15.08.050.F.6). Private Hangar areas within the Laramie Regional Airport do not fall within this general definition for Airport Enterprise, but fall closer to the concepts of the Aviation (AV) zone due to the ‘aviation related structure’ concept, and a lack of public access.

Landscaping:

This zoning change is running concurrently with a text amendment to the Laramie Municipal Code that would change the landscaping requirements for the AV zone; the proposed change bases the landscaping requirements on development area, as opposed to site dimensions. If both the text amendment and this rezoning request are approved, this portion of the site would follow the proposed landscaping requirements. Staff supports the landscaping amendment.

PUBLIC COMMENTS:

Public notice was mailed to properties within 300 feet of this property on November 10, 2016. A legal advertisement was published in the Laramie Boomerang on Saturday, November 12, 2016. To date, staff has received no public comment.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:Findings of Fact:

- The request complies with the applicable zoning requirements of Laramie Municipal Code, Title 15.
- Establishing I2 (Industrial) District zoning for the property is consistent with the Future Land Use Map (Map 3.2) and related goals and policies of the Comprehensive Plan (2007).

Conclusions of Law:

- The amendment to the zoning map is being processed pursuant to Wyoming State Statutes Title 15 Cities and Towns, Article 6 Zoning.
- Establishing I2 (Industrial) District zoning for the property is consistent with the Comprehensive Plan's Future Land Use (FLU) Map (Map 3.2).

ALTERNATIVES:

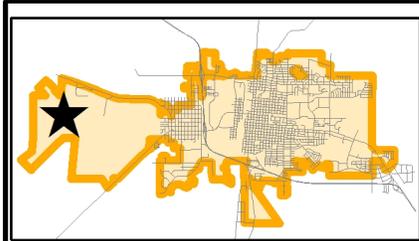
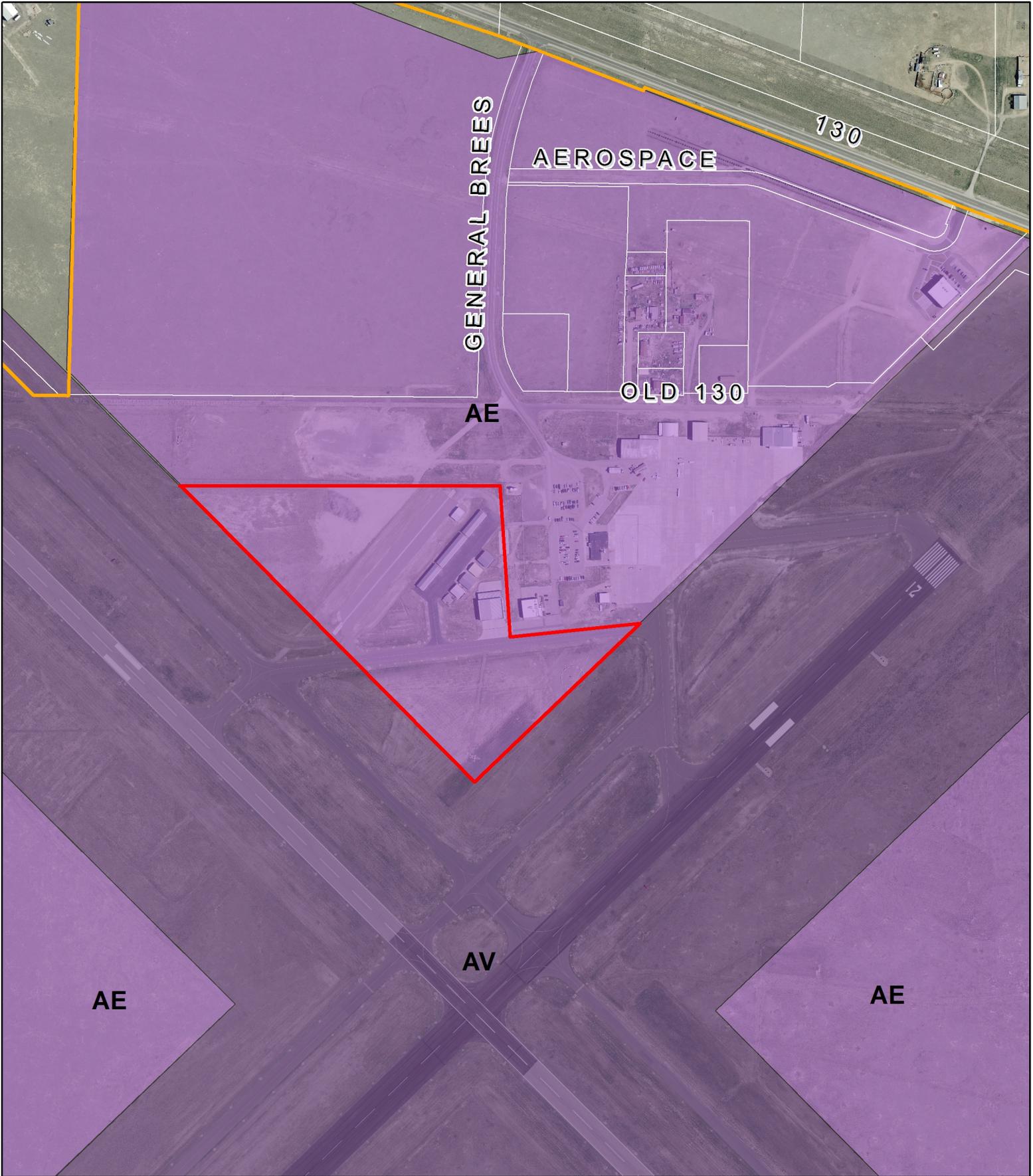
1. Approve the rezoning as recommended by staff, based on findings of fact and conclusion of law. **(Staff's recommendation)**
2. Approve the rezoning with other modifications, based on findings of fact and conclusion of law.
3. Deny the rezoning based on findings of denial. Since staff recommends approval, the Planning Commission must conclude that the rezoning does not meet all of the findings. As part of the motion, findings for denial must be stated.
4. Postpone the rezoning until issues identified during the meeting can be resolved with the applicant.

STAFF RECOMMENDATION:

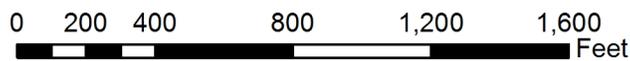
Staff recommends **approval** of the request to rezone a portion of the Laramie Regional Airport at 555 General Brees Road from AE (Airport Enterprise) to AV (Aviation) which encompasses an area approximately 26.5 acres in size, based on findings of fact and conclusions of law.

ATTACHMENTS

1. Vicinity Map (1 page)
2. Applicant Cover Letter (1 page)



Z-16-05
 Rezone AE to AV



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.





LARAMIE REGIONAL AIRPORT - 555 GENERAL BREES ROAD - LARAMIE, WYOMING 82070 - (307) 742-4164

Derek Teini
Planning Manager
City of Laramie , Planning Division
PO Box C, Laramie, WY 82073

October 4, 2016

Derek,

Attached is an application for "Rezoning" from Laramie Regional Airport. The rezoning is a request to rezone a portion of the AE zone to the AV zone. The property that the Airport is requesting to be rezoned includes taxi-lanes F1 and F2, and the land and hangars adjacent to the taxi-lanes. This is considered the "private hangar" area on the Airport and does not have public access. It was the intent of the Airport to include this area in the AV zone when these zones were developed in 2004.

The Federal Aviation Administration (FAA) has stressed the importance of protecting/securing the airfield at Commercial Service Airports through land-use and zoning requirements. FAA planners agree that private hangars that are located on taxi-lanes, and do not have public access should be included in the AV zone.

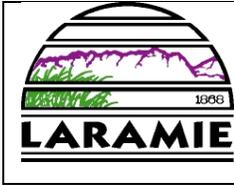
Included with this application is a vicinity map showing the property the Airport is requesting to be rezoned. The property is protected by an eight (8) foot security fence and a keypad drive-thru gate.

Thanks for considering our request, and should you need additional information please contact me.

Jack Skinner
Airport Manager



CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Original Ordinance - 1st Reading

Title: Original Ordinance No. 1960 amending Title 15 of Laramie Municipal Code for the purposes of amending Chapter 15.14 to alter the landscaping requirements for properties zoned AV (Aviation).

Recommended Council MOTION:

Move to **approve** Original Ordinance No. 1960 on first reading as recommended by the Planning Commission, that would amend Table 15.14.050-2 – Landscaping Requirements, and create exemptions for the AV (Aviation) zoning district within LMC 15.08.050.A.5.h of the Unified Development Code, based on finding of fact and conclusions of law; and set a public hearing and second reading for January 17, 2017.

Administrative or Policy Goal:

“... this code should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law. All city or citizen initiated amendments must be adequately vetted through the public hearing processes identified in the code.” (Sec. 15.02.050, LMC)

Background:

The present amendment would allow alteration to the landscaping requirements of Laramie Municipal Code to allow for the relocation of landscaping required for development within the AV (Aviation) zone to be placed on the same property, or on property owned by the AV zoned property and does not have to be within the AV Zoning District. Furthermore, this amendment would alter how the landscaping requirements are calculated; allowing requirements to be based off of development area as opposed to the total site perimeter distance.

The proposed amendment would alter Table 15.14.050-2 in the Laramie Municipal Code and establish exemptions for the AV zoning district in LMC 15.08.050.A.5.h to allow landscaping to be calculated by square footage of development area, specifically ten (10) landscaping units for each 1,000 square feet of development area. Additionally, the proposed amendment would allow the required landscaping to be located on a developed site, or on another site owned by the same owner. This would allow for increased safety on AV zoned sites, and increased aesthetics of more appropriately zoned sites.

Staff believes that an amendment to the landscaping requirements in this manner is a beneficial change to the Laramie Municipal Code. This amendment would not remove the requirement for landscaping, but rather change the way the landscaping requirements are calculated and allow more flexibility with the location of needed landscaping in a way that is attractive to the supporting businesses, and safer for the public using airport facilities in an aviation capacity.

On November 28, 2016 the Laramie Planning considered the amendment and recommended approval [6 yes, 0 no and 1 absent].

Legal/Statutory Authority:

Per UDC adoption stipulation (see quoted section above); also per W.S. 15-1-5 (Cities – Planning), W.S. 15-1-6 (Cities – Zoning), W.S. 34-12 (Platting and Dedication), and related statutes.

BUDGET/FISCAL INFORMATION:**REVENUE**

| Source | Amount | Type |
|--------------------------|----------|-----------------|
| Fees/Charges for Service | \$625.00 | Application Fee |
| Grants for Projects | | |
| Loans on Project | | |
| Other | | |
| Total | \$625.00 | |

Responsible Staff:

Eric Conner, Associate Planner
721-5344

Future dates are subject to change

| | |
|--------------------------------------|-------------------|
| Work Session | |
| Advertised | |
| Public Hearing Held | January 17, 2017 |
| Pub. Hearing Advertised | December 24, 2016 |
| Introduction/1 st Reading | December 20, 2016 |
| 2 nd Reading | January 17, 2017 |
| 3 rd Reading | February 7, 2017 |
| | |

Attachments: Original Ordinance

No. 1960 and attachment, Planning Commission Staff Report 11/28/2016

ORIGINAL ORDINANCE NO.: 1960
ENROLLED ORDINANCE NO.: _____

INTRODUCED BY: _____

AN ORDINANCE AMENDING TITLE 15 OF LARAMIE MUNICIPAL CODE FOR THE PURPOSES OF AMENDING CHAPTER 15.14 AND TABLE 15.14.050-2.

WHEREAS, on August 21, 2007, the City Council adopted the Laramie Comprehensive Plan which lists as one of its recommendations to create a unified development code that would combine the zoning and subdivision ordinances in into a single, unified document consisting of multiple parts or sections, including administrative procedures, zoning, subdivision regulations and improvement standards.

WHEREAS, on June 22, 2009 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council adoption of the Unified Development Code subject to modifications;

WHEREAS, on March 2, 2010, the City Council adopted the unified development code with an effective date of July 1, 2010.

WHEREAS, 15.02.050 of the Laramie Municipal Code (LMC) calls for the Unified Development Code to be amended from time to time so as to become or remain consistent the Comprehensive Plan, and should be regularly reviewed, evaluated and amended, if necessary, based on private and city economic conditions, vision for the community, changing planning and zoning principles, frequent difficulty in implementing or enforcing any specific standard(s), or changes in the state, federal or case law.

WHEREAS, on October 6, 2016, Jack Skinner, representing the Laramie Regional Airport submitted a Code Text Amendment application recommending revisions to 15.08.050.A.5.h (Landscaping) and Table 15.14.050-2 (Applicability of Site Perimeter Landscaping) to create a landscaping exception for properties zoned AV (Aviation);

WHEREAS, on November 28, 2016 the Laramie Planning Commission affirmatively voted to recommend to the Laramie City Council approval of amendments to the Unified Development Code as shown in this ordinance;

WHEREAS, notice of a public hearing in compliance with Wyo. Stat. §15-1-602 will be published in the *Laramie Boomerang* on December 24, 2016; and

WHEREAS, the Laramie City Council shall hold a public hearing on January 17, 2017 to take and consider public comments;

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

Section 1. That subsection LMC 15.08.040.B.3.b.(i) be amended as shown in Attachment A.

Section 2. That if any section, subsection, sentence, clause, phrase, graphic, or portion of this ordinance is for any reason held invalid or deemed unconstitutional by any court of competent

jurisdiction, such portion shall be deemed a separate distinct and independent provision and such holding shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining provisions of this ordinance; and

Section 3. That this ordinance shall become effective after its passage, approval and its publication.

Passed and approved this _____ day of _____, 2017.

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

Attest: _____
Angie Johnson
City Clerk

First Reading: December 20, 2016
Public Hearing: January 17, 2017
Second Reading: January 17, 2017
Third Reading and Final Action: February 7, 2017

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

Attachment A:

Table 15.14.050-2

| TABLE 15.14.050-2: APPLICABILITY OF SITE PERIMETER LANDSCAPING | | | | | | | | | |
|---|--|------------------------|-----------|-------------------|---------------|---------------------------|-----------|----------------|--|
| District of Proposed Development | Required Level of Site Perimeter Landscaping (Level 1, 2 or 3) Adjacent to the Following Zoning Districts or Streets: | | | | | | | | |
| | AG, RR, O | LR, R1, R2, R2M | R3 | NB, B1, B2 | DC, C2 | LM, IP, I1, AV, AE | I2 | Freeway | Collector, Arterial, Expressway |
| AG, RR, O | N/A | L2 | L2 | L3 | L4 | L3 | L4 | L4 | L2 |
| LR, R1, R2, R2M | L2 | L1 | L1 | L1 | L2 | L3 | L4 | L4 | L2 |
| R3 | L3 | L2 | L1 | L1 | L2 | L3 | L4 | L4 | L2 |
| NB, B1, B2 | L3 | L3 | L3 | L1 | L1 | L3 | L4 | L4 | L2 |
| DC, C2 | L3 | L3 | L3 | L3 | L1 | L2 | L4 | L4 | L2 |
| LM, IP, I1, AV, AE | L3 | L3 | L3 | L3 | L2 | L1 | L2 | L4 | L2 |
| AV | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* |
| I2 | L4 | L4 | L4 | L4 | L4 | L2 | L2 | L4 | L2 |
| Non-residential use in R zone | L3 | L2 | L2 | L2 | L2 | L3 | L4 | L4 | L2 |

* Refer to Exceptions section 15.08.050.A.5.h.1.d

15.08.050.A.5.h

h. Landscaping

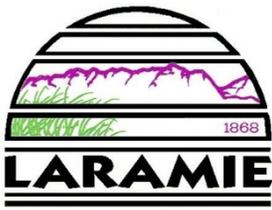
The provisions of section 15.14.050 shall apply.

1. Exceptions

- a.** Site perimeter requirements for lots and parcels in the DC District shall be required pursuant to subsection 15.08.030.E.2.c, Development Standards.
- b.** Site perimeter requirements may be reduced up to 100 percent for projects on lots and parcels allowing setbacks less than the required site perimeter yard width through the Alternative Equivalent Compliance requirements of subsection 15.06.060.K. Reductions shall only apply to lots and parcels where the primary building setback is

less than the specific required perimeter landscaping width as shown in Table 15.14.050.A. Reductions shall only apply to specific required site perimeter areas between the property line and proposed principal building. A zero side setback requirement shall not be construed to allow a reduced rear yard setback.

- c. As part of alternative equivalent compliance review, the city may consider landscaping in the adjacent public right-of-way as a substitution for some or all of the required onsite street frontage landscaping, where in the opinion of the department the proposed public right-of-way landscaping meets the intent of this chapter. Any property owner requesting to landscape the public right-of-way as an alternative shall be required to maintain the landscaping into perpetuity unless the landscaped area is accepted for maintenance by the city. In addition to substituting for street frontage landscaping, public right-of-way landscaping may be substituted for other required landscaping if approved by the department. This may include the landscaping of public right-of-way or public lands within the city on a separate unrelated site in some cases where in the opinion of the department the public landscaping proposed will have significantly greater community benefit.
- d. **For all uses located within the AV zoning district, landscaping requirements shall follow the requirements outlined below. No perimeter landscaping is required that would be subject to 15.14.050.F – Site Perimeter Landscaping, and Table 15.14.050-2: Applicability of Site Perimeter Landscaping.**
 - (i) **Ten (10) landscaping units shall be required for each 1,000 square feet of development area, including the building, parking or any other area necessary for the operation of the development proposed and as depicted in the Site Plan Application.**
 - (ii) **All units shall be awarded based upon Table 15.14.050-4: Landscaped Units Awarded, and all other standards set forth in 15.14.050, Landscaping and Screening Standards shall be required.**
 - (iii) **All required landscaping shall be planted on the proposed property, or on property owned by the same individual or individuals as the AV Zoned property and shall be within the AV or AE Zoning District.**



City of Laramie

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

Telephone: (307) 721-5271
Fax: (307) 721-5248

LARAMIE PLANNING COMMISSION NOVEMBER 28, 2016 STAFF REPORT

FILE: TA-16-08: Amending Landscaping Requirements for AV (Aviation) Zoning District

REQUEST: An amendment to Chapter 15.14 of the Unified Development Code to alter the landscaping requirements for properties zoned AV (Aviation).

APPLICANT: Laramie Regional Airport (Jack Skinner)

PURPOSE: To allow for an amendment to the Unified Development Code that would allow for a change in the Landscaping Requirements for the AV (Aviation) zoning district, and flexibility in landscaping placement on property owned by the same person where the development is occurring.

PREPARED BY: Eric Conner, Associate Planner

RECOMMENDED MOTION:

Move to recommend that the Council **approve** amendments to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of amending the landscaping requirements for properties zoned AV (Aviation).

APPLICABLE CODE SECTION(S):

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

- Laramie Municipal Code Title 15, Unified Development Code
- Wyoming State Statutes Title 15 Cities and Towns, Article 5 Planning

BACKGROUND AND SUMMARY:

The present amendment would allow alteration to the landscaping requirements of Laramie Municipal Code to allow for the relocation of landscaping required for development within the AV (Aviation) zone to be placed on the same property, or on property owned by the AV zoned property and does not have to be within the AV Zoning District. Furthermore, this amendment would alter how the landscaping requirements are calculated; allowing requirements to be based off of development area as opposed to the total site perimeter distance.

The proposed amendment would alter Table 15.14.050-2 in the Laramie Municipal Code and establish exemptions for the AV zoning district in LMC 15.08.050.A.5.h to allow landscaping to be calculated by square footage of development area, specifically ten (10) landscaping units for each

1,000 square feet of development area. Additionally, the proposed amendment would allow the required landscaping to be located on developed site, or on another site owned by the same owner. This would allow for increased safety on AV zoned sites, and increased aesthetics of more appropriately zoned sites.

Staff reached out for comments by the Parks and Recreation Advisory Board; however Parks and Recreation Director Todd Feezer informed staff it was not within the scope of the Board. Staff agrees with this interpretation by Director Feezer.

Relationship to Comprehensive Plan

[Chapter 8](#) (Transportation) of the Comprehensive Plan evaluates the current transportation elements available to Laramie and provides guidance for future transportation system expansion. The section that speaks about air travel mentions the importance to minimize the risks to public safety and hazards to aviation users and those employed or residing in proximity to public aviation facilities. Staff believes that full landscaping within certain areas of the Laramie Regional Airport can potentially lead to hazards and risk to public safety due to impaired vision as well as increased animal activity within vegetated areas (2007 Laramie Comprehensive Plan p 8-13).

Discussion:

Staff believes that an amendment to the landscaping requirements in this manner is a beneficial change to the Laramie Municipal Code. This amendment would not remove the requirement for landscaping, but rather change the way the landscaping requirements are calculated and allow more flexibility with the location of needed landscaping in a way that is attractive to the supporting businesses, and safer for the public using airport facilities in an aviation capacity.

PUBLIC COMMENTS:

This amendment was legally advertised in the Laramie Boomerang on November 12, 2016. Staff has received no comments regarding this proposed amendment to the UDC.

FINDINGS OF FACT:

The amendment is found to be in accordance with substantive and procedural requirements and necessities in City of Laramie code.

CONCLUSIONS OF LAW:

The amendment is proceeding in accordance with applicable law, including LMC Title 15.

STAFF RECOMMENDATION:

Staff recommends to recommend that the Council **approve** amendment to Title 15 (Unified Development Code) of the Laramie Municipal Code for the purposes of amending the landscaping requirements for properties zoned AV (Aviation).

ATTACHMENTS:

1. Example Code Amendment
2. Cover Letter

Landscaping Changes to AV Zone

Table 15.14.050-2

| TABLE 15.14.050-2: APPLICABILITY OF SITE PERIMETER LANDSCAPING | | | | | | | | | |
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| | AG, RR, O | LR, R1, R2, R2M | R3 | NB, B1, B2 | DC, C2 | LM, IP, I1, AV AE | I2 | Freeway | Collector, Arterial, Expressway |
| AG, RR, O | N/A | L2 | L2 | L3 | L4 | L3 | L4 | L4 | L2 |
| LR, R1, R2, R2M | L2 | L1 | L1 | L1 | L2 | L3 | L4 | L4 | L2 |
| R3 | L3 | L2 | L1 | L1 | L2 | L3 | L4 | L4 | L2 |
| NB, B1, B2 | L3 | L3 | L3 | L1 | L1 | L3 | L4 | L4 | L2 |
| DC, C2 | L3 | L3 | L3 | L3 | L1 | L2 | L4 | L4 | L2 |
| LM, IP, I1, AV, AE | L3 | L3 | L3 | L3 | L2 | L1 | L2 | L4 | L2 |
| AV | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* | N/A* |
| I2 | L4 | L4 | L4 | L4 | L4 | L2 | L2 | L4 | L2 |
| Non-residential use in R zone | L3 | L2 | L2 | L2 | L2 | L3 | L4 | L4 | L2 |

* Refer to Exceptions section 15.08.050.A.5.h.1.d

15.08.050.A.5.h

h. Landscaping

The provisions of section 15.14.050 shall apply.

1. Exceptions

- a. Site perimeter requirements for lots and parcels in the DC District shall be required pursuant to subsection 15.08.030.E.2.c, Development Standards.
- b. Site perimeter requirements may be reduced up to 100 percent for projects on lots and parcels allowing setbacks less than the required site perimeter yard width through the Alternative Equivalent Compliance requirements of subsection 15.06.060.K. Reductions shall only apply to lots and parcels where the primary building setback is less than the specific required perimeter landscaping width as shown in Table 15.14.050.A. Reductions shall only apply to specific required

site perimeter areas between the property line and proposed principal building. A zero side setback requirement shall not be construed to allow a reduced rear yard setback.

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LARAMIE REGIONAL AIRPORT - 555 GENERAL BRES ROAD - LARAMIE, WYOMING 82070 - (307) 742-4164

Derek Teini
Planning Manager
City of Laramie , Planning Division
PO Box C, Laramie, WY 82073

October 4, 2016

Derek,

Attached is an application for a "Code Text Amendment" from Laramie Regional Airport. The text amendment is a request to remove landscaping from the AV zone. Landscaping within the AV zone would create a wildlife attractant that could be a safety hazard for the safe operation of aircraft in and around Laramie Airport. Airport property within the AV zone does not have public access – only authorized personnel are allowed access.

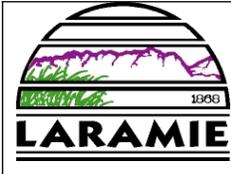
The Federal Aviation Administration (FAA) has worked closely with Airports in the United States during the last 10 years to limit and/or remove wildlife habitat from runways, taxiways, and approaches to runways. Laramie Regional Airport recently completed a "Wildlife Hazard Study" that is being reviewed by the FAA, and the next step will involve the implementation of a "Wildlife Management Plan" for the Airport.

Laramie Regional Airport is proposing that instead of requiring landscaping within the AV zone, that landscaping may be placed on property owned by the Airport within the AE zone. For wording and landscape requirements please see the document attached to this letter.

Thanks for considering our request, and should you need additional information please contact me.

Jack Skinner
Airport Manager





Agenda Item: Agreement

Title: Consideration of Purchase and Sale Agreement Between Real Resolutions, LLC, a Wyoming limited liability company, by and through its Manager, Michael K. Schutte, and the City of Laramie, Wyoming.

Recommended Council MOTION:

Move to Approve Purchase and Sale Agreement Between Real Resolutions, LLC by and through its Manager, Michael K. Schutte, and the City of Laramie, Wyoming, and Authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

This project meets the adopted goals of the governing body as set forth in Resolution 2016-32
“Construct & Finance a Consolidated Public Works Service Center.”

Background:

The need for new, municipal public works facilities was first identified in 2001; the facilities located on North 4th Street were then, and remain now, insufficient in size, security, and suitable working environment and conditions. These aged and weathered facilities limit the productivity and efficiency of municipal government. The project was considered for Specific Purpose Tax funding in 2009, but Council directed staff to pursue alternate funding options. The project was added to the City’s Capital Improvement Program (CIP) with design and construction planned in the 2014-16 Biennium. The project has been a formally adopted goal of the governing body since in 2012, along with a related goal of preparing the existing campus on North 4th Street for possible sale and redevelopment.

In 2014, the City entered into contract with Ascent Construction for professional assistance related to site selection, design, and construction services. In February 2015, a variety of potential sites for a new facility were considered while Staff simultaneously investigated the feasibility of re-purposing existing properties within the community.

The Agreement grants the City the right to purchase the property located at 4373 North 3rd Street/U.S. Hwy30/287 which was placed for sale by the owner upon Wyoming Technical Institute’s consolidation of operations to their west Laramie campus site. The City would purchase a total of roughly 26.8 acres, including the 17 acre campus east of U.S. Highway 30/287 and the associated 9.8 acre sewer lagoon site west of the highway. The agreed upon purchase price for the real property and miscellaneous personal property is \$3 Million which is well within the currently budgeted project funding.

Financing options have been identified and debt service payments are planned for within the adopted budget. Staff anticipate the portion of the project attributable to water & sewer operations will be financed through a State Revolving Fund (SRF) loan for a twenty (20) year term with 2.5% interest rate; the loan application is being prepared for submission in January 2017. General governmental street and fleet, as well as solid waste operations, are anticipated to be financed through a building authority, lease-purchase arrangement over twenty (20) years at 4% interest. The City has retained Kaiser & Co. to execute the bond financing. Preliminary estimates for apportioning the project by intended use are as follows: 42% Utility Fund, 18% Solid Waste Fund, 40% General Fund.

FINANCIAL INFORMATION

| Budget | Amount | Notes/Comments |
|-------------------------------------|-----------------|---------------------------------|
| Total Budget | \$6,500,000.00 | Major Capital Construction Fund |
| | -\$3,000,000.00 | Property Acquisition |
| Owner Expense/Remodel/FFE Available | \$3,500,000.00 | |
| | | |

Staff Contact(s):

Manager Jordan, x5226

Director Brown, x5223

Director Smith, x5241

JJ _____ City Manager _____ City Attorney _____

**PURCHASE AND SALE AGREEMENT
BY AND BETWEEN**

**REAL RESOLUTIONS, LLC,
AS SELLER**

AND

**THE CITY OF LARAMIE, WYOMING
AS BUYER**

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2016 (the "Effective Date"), between Real Resolutions, LLC, a Wyoming limited liability company, by and through its Manager, Michael K. Schutte, as Seller ("Seller") and the City of Laramie, Wyoming as Buyer ("Buyer").

WHEREAS, Seller owns real and personal property located at and around 4373 North 3rd Street, Laramie, Albany County, Wyoming; and

WHEREAS, Seller desires to sell the Property (as defined below) to Buyer, and Buyer desires to purchase the Property from Seller, each upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of and in reliance upon the terms, covenants and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. PURCHASE AND SALE OF THE PROPERTY

Seller agrees to sell and convey and Buyer agrees to purchase the property described below in Sections 1.1 through 1.7 (collectively the "Property"):

1.1. Tract I (Former WyoTech Campus Property).

That certain tract of land consisting of 17.01 acres, more or less, located at and around 4373 North 3rd Street, Laramie, Wyoming, formerly used and known as the WyoTech campus, as more particularly described in metes and bounds in the attached Schedule 1.1, together with all improvements and fixtures thereon, (the "Campus Property") except for an excluded piece of that property defined below in Section 1.8 as the "Excluded Property", all as may be more accurately or more completely described based upon the Survey of the Property to be obtained as provided for in Section 4.3 of this Agreement; and

1.2. Tract II (Lagoons Property).

That certain tract of land located west of U.S. Highway 30 consisting of 9.80 acres, more or less, as more particularly described in metes and bounds in the attached Schedule 1.2 (the "Lagoons Property"), as may be more accurately or more completely described based upon the Survey of the Property to be obtained as provided for in Section 4.3 of this Agreement; and

1.3. Buildings, Improvements and Fixtures.

All buildings, improvements and fixtures of any nature or kind whatsoever located on the Campus Property and the Lagoons Property (the land, buildings, improvements and fixtures being collectively referred to herein as the "Real Property") and all of Seller's right, title and

interest, if any, in and to all easements, tenements, hereditaments, privileges and appurtenances in any way belonging or relating to the Real Property, including, without limitation, (i) any land to the midpoint of the bed of any highway, street, road or avenue, open or proposed, in front of, abutting or adjoining the Real Property, (ii) any land lying in or under the bed of any creek, stream, or river running through, abutting or adjacent to the Real Property, (iii) any riparian, appropriative, or other water rights of Seller appurtenant to the Real Property and relating to surface or subsurface waters, (iv) all water wells, pumps, pipes and any property or appurtenances related to the water systems on the Real Property; (v) all septic and sewage systems including, but not limited to the lagoons, pipes and other appurtenances attached to or used in connection with the Real Property; (vi) any coal, oil, gas or other minerals or mineral rights relating to the Real Property or to the surface or subsurface thereof (vii) any strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to the Real Property, and (viii) all easements, right-of-ways, rights of ingress or egress and reversionary interests benefiting the Real Property (the Real Property and all of the foregoing are collectively referred to herein as the “Premises”); all existing surveys, blueprints, drawings, plans and specifications (including, without limitation, structural, heating, ventilation and air conditioning, mechanical and plumbing plans and specifications and operating manuals) and other documentation for or with respect to the Premises or any part thereof; all market, demographic and geographic data and appraisals concerning the Premises; and such other existing books, records and documents used in connection with the operation of the Premises or any part thereof; and

1.4. All Personal Property.

All of the equipment and other personal property owned by Seller and located on or about or used or useful in connection with the Real Property, (the “Personal Property”) including, without limitation, the personal property listed on Schedule 1.4; and

1.5. All of Seller's right, title and interest to and under each lease, service contract or other agreement pertaining to the Premises to which Seller is a party including, but not limited to, permits and licenses (“Permits”), service and maintenance agreements, equipment leases and any other agreements, contracts affecting or relating or pertaining in any way to the Premises, if Buyer elects to have any of the foregoing assigned to Buyer (the “Service Contracts”); provided, however, that nothing contained in this Section 1.5 shall be construed to require Buyer to accept or to prohibit Buyer from rejecting the transfer, conveyance, or assignment of any particular lease, service contract, or other agreement in Buyer’s sole and absolute discretion; and

1.6. All keys to any parts of the Premises; and

1.7. All of Seller’s right, title and interest in any warranties and guaranties affecting the Premises or the Personal Property.

1.8. Excluded Property. The parties agree that the following real property shall be excluded from this purchase and retained by Seller:

Seller shall retain a piece of the Campus Property which includes buildings “H” and “I” as such buildings are described in that certain Appraisal Report dated August 2, 2016 prepared by Colorado Certified Appraisals, LLC (the “Appraisal”), which retained piece is generally shown on Schedule 1.8 (the “Excluded Property”). The Excluded Property shall be surveyed at the same time and as part of the Survey to be obtained as described in Section 4.3 and a separate metes and bounds legal description shall be created for the Excluded Property at that time and used for purposes of this Agreement.

2. **PURCHASE PRICE**

The total consideration to be paid by Buyer to Seller for the Property is Three Million Dollars (\$3,000,000.00) (the “Purchase Price”), which shall be paid as follows:

2.1. Earnest Money Deposit.

Within ten (10) days following the execution of this Agreement, Buyer will deliver to an escrow account at the First American Title of Albany County, Wyoming (the “Escrow Agent”) the sum of Thirty Thousand Dollars (\$30,000.00) (“Earnest Money”) in certified funds, which shall be held pursuant to this Agreement to be paid to Seller at Closing or to the parties as provided in Section 4.6, 9.3, 12.1, 12.2, or 13.1, or as otherwise provided in this Agreement. Said sum is considered and recognized by Buyer and Seller as a deposit on the above stated Purchase Price and as earnest money for Buyer’s performance hereunder, subject to the material satisfaction of all conditions precedent to Closing as provided in this Agreement. In the event that the conditions precedent to Buyer’s obligation to close are not materially satisfied or waived in writing by Buyer and Closing does not occur, the Earnest Money shall be released and returned to Buyer.

2.2. Payment at Closing.

At Closing, Buyer shall pay to Seller or its designee the Earnest Money and an additional Two Million Nine Hundred and Seventy Thousand (\$2,970,000.00), for a total of Three Million Dollars (\$3,000,000.00), unless an adjustment to the Purchase Price is made pursuant to Section 13.1 of this Agreement, in which case the balance of the Adjusted Purchase Price (after applying the Earnest Money) shall be paid at Closing.

3. **OPERATION OF THE PROPERTY THROUGH CLOSING**

3.1. Seller represents and warrants that: (a) from the Effective Date through the Closing Date (as hereinafter defined), Seller has managed the Property in a prudent and custodial manner and has kept the Premises and the Personal Property in good condition and repair, ordinary wear and tear excepted; (b) from the Effective Date to the Closing Date, unless agreed in writing by the parties, Seller shall not enter into any new tenant leases or options to lease (or any extension thereof) affecting the Property or the Premises, and shall not create or enter into, as applicable, any encumbrance, mortgage, easement, right-of-way, security interest, or agreement (or modifications of extensions thereof) of any kind regarding title to the Property or the Premises; and (c) Seller has kept all present property, casualty and liability insurance in full force and effect and has paid all premiums in connection therewith.

4. TITLE TO THE PROPERTY AND SURVEY

4.1. State of Title.

Seller shall convey to Buyer good and marketable title in fee simple to the Premises by a recordable warranty deed in a form acceptable to Buyer, free from all liens and encumbrances other than: any liens, encumbrances, exceptions, covenants, conditions and restrictions of record which are reviewed and approved by Buyer, including those which may be reflected in Schedule B of the "Title Commitment" (as hereinafter defined) or on the "Survey" (as hereinafter defined), and general real estate taxes for the year in which the Closing occurs to the extent not yet due and payable (collectively, the "Permitted Exceptions"). Buyer's sole remedy with respect to title or survey matters is to terminate the Agreement and receive back the Earnest Money.

4.2. Evidence of Title.

Buyer shall obtain at Seller's expense a Wyoming standard form of title insurance commitment (the "Title Commitment") for an ALTA Extended Coverage Owner's Title Insurance Policy (the "Title Policy") through First American Title of Albany County, Wyoming (the "Title Company") proposing to insure in the name of Buyer or its designee good and marketable title to the Premises in fee simple free and clear of all liens and encumbrances, subject only to the Permitted Exceptions. The Title Policy shall be in the coverage amount of the Purchase Price and shall include such additional endorsements as Buyer, at Buyer's cost, may reasonably request. The Title Policy expense, except for the cost of additional endorsements as may be requested by Buyer, shall be borne by Seller at Closing and shall be delivered to Seller as soon after Closing as possible. The Title Commitment shall be accompanied by copies of all documents of record referred to in the Title Commitment as same are provided by the Title Company.

4.3. Survey.

Within 75 days after the Effective Date, at Seller's expense, Seller shall arrange to be furnished to Buyer a survey of the Premises (the "Survey"), certified to Buyer, Buyer's financing sources and the Title Company. The Survey shall be an ALTA/ACSM Land Title Survey, meeting the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association, American Congress on Surveying & Mapping and National Society of Professional Surveyors, 2005. The cost of the Survey shall be paid by Seller. In the event the parties successfully close on the sale of the Property, Buyer agrees to reimburse Seller one-half (1/2) of the verified cost of the Survey at the Closing, provided that Buyer is provided with a copy of the Surveyor's invoice and proof of payment by the Seller. If Closing does not occur, Buyer will not be responsible for payment of any portion of the cost of the Survey and the full cost thereof shall remain Seller's sole responsibility.

4.4. Environmental Assessments.

During the Due Diligence Period, at Buyer's expense, Buyer may retain a professional company engaged in the business of performing and preparing environmental site

assessments for the purpose of Buyer determining that the Property is not subject to any material pollution or contamination which would create any additional material burdens for Buyer for which Seller has not agreed to indemnify and hold Buyer harmless from under this Agreement or any of the document to be executed and delivered at Closing (the “Environmental Assessments”). Buyer has completed a Phase I Environmental Site Assessment of the Premises and plans to have a Phase 2 Environmental Site Assessment of the Premises performed. Seller agrees that Buyer and its agents shall have access to the Premises throughout the inspection and assessment process.

4.5. Conveyance of Inholdings.

Prior to Closing, Seller, at its own cost, shall acquire fee title ownership to any inholdings owned by third parties within the boundaries of the Real Property in order to convey clear and marketable title to the Property as part of this Agreement. Seller has informed Buyer that J.D. Hamaker or Hamaker Excavation, Inc., owns an inholding (the “Hamaker Inholding”) in the Campus Property in the approximate location as depicted on the aerial photograph map shown in Schedule 4.5. Seller agrees to acquire clear and marketable fee title interest in and to all such inholdings, including the Hamaker Inholding, prior to Closing so the required portion of the inholdings to be included in the Property to be conveyed by Seller to Buyer under this Agreement can be conveyed.

4.6 Title Defects.

If the Title Commitment, Survey or Environmental Assessments disclose any matter, other than a Permitted Exception, which is not acceptable to Buyer, then Buyer shall have the option either to (i) terminate this Agreement within fifteen (15) business days following the end of the Due Diligence Period or the Extended Due Diligence Period, if applicable, in which event this Agreement, without further action of the parties, shall become null and void and neither party shall have any further rights or obligations under this Agreement and the Earnest Money shall be returned to Buyer, or to (ii) notify Seller in writing of such unacceptable matter within fifteen (15) business days following the end of the Due Diligence Period or the Extended Due Diligence Period, if applicable, and Seller shall then have fifteen (15) business days after receipt of such notice within which to (a) remedy or remove any such unacceptable matter; (b) terminate this Agreement, in which event this Agreement, without further action of the parties, shall become null and void and neither party shall have any further rights or obligations under this Agreement and the Earnest Money shall be returned to the Buyer; or (c) with Buyer’s consent, which may be given or withheld in Buyer’s sole discretion, obtain title insurance without exception therefore.

5. SELLER'S REPRESENTATIONS AND WARRANTIES

As a material inducement for Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

5.1. Seller is duly organized and in good standing as a limited liability company under the laws of Colorado, is qualified to do business in Wyoming, and has the power and

authority, and has obtained all necessary consents and approvals, to enter into this Agreement, to consummate the transactions contemplated hereunder, and to perform all of its obligations hereunder. The persons signing this Agreement on behalf of Seller and those signing any and all documents to be executed by or on behalf of Seller pursuant to this Agreement have been properly authorized to do so.

5.2. Seller is not in default, and no condition exists that with notice or lapse of time or both would constitute a default by Seller under (i) any mortgage, loan agreement, evidence of indebtedness, or other instrument or agreement to which such entity is a party or by which it or its properties or assets may be bound or affected, or (ii) any judgment, order, or injunction of any court, arbitrator, or governmental agency that would reasonably be expected to affect materially and adversely the business, financial condition, or results of operations of Seller, individually or taken as a whole.

5.3. Seller is not now under any legal disability, which would impede or void any of Seller's contractual obligations hereunder nor is Seller a debtor in any proceeding under the bankruptcy laws of the United States. Seller can fully perform and comply with the terms of this Agreement without obtaining the consent, approval or other action of any governmental authority or agency. Neither the execution nor delivery of this Agreement nor its performance by Seller will conflict with or result in the breach of any contract, agreement, law, rule or regulation to which Seller is a party or by which Seller or the Property is bound.

5.4. Seller has good and marketable fee simple title to the Real Property, except as identified herein as the Hamaker Inholding, is the sole owner of record of the Property, and, with the exception of the Permitted Exceptions, has not entered into any agreement to sell, mortgage or otherwise encumber or dispose of its interest in the Property or any part thereof.

5.5. Seller is the owner of the Property free of any lien, claim or encumbrance, other than any which will be paid in full and discharged at Closing.

5.6. To Seller's knowledge, the Property is not, and as of the Closing will not be, in violation of any federal, state, or local law, ordinance, or regulation relating to the environmental conditions on, under, or about the Property ("Applicable Law"), including, but not limited to, soil and groundwater conditions; and, to Seller's knowledge, there are no Hazardous Materials (as defined below) present on the Property, other than in such amounts as permitted by Applicable Law. Seller further warrants and represents that during the time in which Seller owned the Property, neither Seller nor, to Seller's knowledge, any third party has used, generated, manufactured, produced, stored, or disposed of on, under, or about the Property or transported to or from the Property any Hazardous Materials in violation of Applicable Law or that releases of Hazardous Materials in violation of applicable law have been investigated and cleaned up in accordance with Wyoming Department of Environmental Quality ("DEQ") or the U.S. Environmental Protection Agency ("EPA"), or other agency requirements. There is no proceeding or inquiry by any governmental authority with respect to the presence of Hazardous Materials on the Property or the migration of Hazardous Materials from or to the Property; and, there are no storage tanks located in or under the Property. The term "Hazardous Material" means, but is not limited to, any substance, material, or waste which is toxic, ignitable, reactive, or corrosive; which is or can be

injurious to the health, safety, or welfare of the public or environment, and which is regulated by any local or state governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "pollutant or contaminant," or "hazardous material," by any local or state law, (ii) oil and petroleum products and their by-products, (iii) asbestos or asbestos-containing materials, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act. Seller has disclosed to Buyer in writing all information in Seller's possession or otherwise available to Seller which relates to the environmental condition of the Property.

5.7. The current zoning classification of the Property is commercial and allows the Property to be used for commercial purposes including maintenance shops, automotive warehouses, commercial storage, business offices, and uses ancillary thereto. To Seller's knowledge the Property is in full compliance with all laws, ordinances, codes, rules, regulations, orders, requirements, covenants, conditions, restrictions, and other matters of record applicable to the Property.

5.8. Seller has not been served with pleadings or other notices instituting any actions, suits, investigations, or proceedings against Seller or with respect to the Property or otherwise affecting any portion of the Property, at law or in equity, before or by any federal, state, municipal, or other governmental court, department, commission, board, bureau, agency or instrumentality, (collectively, the "Actions") and, to Seller's knowledge, no such Actions are pending or threatened.

5.9. To Seller's knowledge the information set forth in the Schedules to this Agreement and in any other materials furnished by Seller to Buyer pursuant to the terms of this Agreement is true, accurate and complete in all material respects.

5.10. The schedule of insurance policies attached hereto as Schedule 5.10 contains a true and complete list and description of all insurance policies owned by or on behalf of Seller with respect to the Property or any part thereof. Such policies are in full force and effect. Seller is current on all premium payments thereunder and has satisfied all policy conditions precedent thereto.

5.11. At Closing, there shall be no unpaid-for improvements, or materials, machinery or fuel delivered to, or labor performed at, the Property which might form the basis of a mechanic's lien or construction lien against the Property and all mechanic's liens or construction liens affecting the Property shall be paid or bonded off so that they are not encumbrances on title.

5.12. Seller has not received any notice of any proposed condemnation proceedings against all or any part of the Property.

5.13. The Water Well Agreement entered into on May 22, 1992, by Michael K. Schutte ("Schutte") and the contract users defined therein, which agreement was recorded on August 16, 2000, in the records of the County Clerk of Albany County, Wyoming as Document #2000-5093

(the “Water Well Agreement”) provided by its terms that the Water Well Agreement would automatically terminate twenty (20) years from May 22, 1992. Schutte represents and warrants that he has not acted to extend the Water Well Agreement nor has Schutte sought approval of an extension by the Wyoming State Engineer. The Water Well Agreement provides in paragraph 10 thereof that an extension for an additional 20 years could be obtained if such extension was approved by the Wyoming State Engineer. However, no such approval was obtained. Nonetheless, Schutte has continued to provide water to users on that water well system. Seller agrees that at least thirty (30) days prior to Closing it shall provide written notice to the users on the water system that a change in ownership will be occurring and changes to the arrangement with the users may occur under the new ownership of the water system. The form and contents of such written notice to be sent to the users shall be subject to Buyer’s prior review and written approval.

5.14. The Agreement entered into between Schutte and the Cathedral Home for Children (“Cathedral Home”) dated April 5, 1991, which was recorded in the records of the County Clerk of Albany County, Wyoming on May 7, 1991 as Document #841816 in Book 414 at Page 416 (the “Lagoons Agreement”) for the use of the sewage lagoons described therein expired twenty-five (25) years after the date it was entered into. Therefore, Seller represents that the Lagoons Agreement expired, pursuant to its terms, on or about April 5, 2016. Although paragraph 1 of the Lagoons Agreement provides that Cathedral Home has the option to renew the Lagoons Agreement for two additional ten (10) year terms, those options could only be exercised by Cathedral Home in writing within six (6) months of the expiration of the original term. Cathedral Home did not exercise the option to renew in writing within that time. Notwithstanding the expiration of the Lagoons Agreement, Schutte has continued to allow Cathedral Home to use the sewage lagoons for payment of usage fees. Besides Cathedral Home, the sewer system is also used by two other nearby property owners. Those properties are owned by J.D. Hamaker and Steve Hoffine. There is no written agreement between the Seller and those two property owners for the use of the sewer system. Seller represents and warrants that there are no other users of the sewage systems other than those identified in this Section 5.14. Seller agrees that at least thirty (30) days prior to Closing it shall provide written notice to all of the users of the sewer systems that a change in ownership will be occurring and changes to the arrangement with those users for the use of the sewer system may occur under the new ownership. The form and contents of such written notice to be sent to Cathedral Home shall be subject to Buyer’s prior review and written approval.

6. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

6.1. Buyer is an incorporated municipality duly organized and operating under the constitution and laws of the State of Wyoming, and has the power and authority, and has obtained all necessary consents and approvals to enter into this Agreement, to consummate the transactions contemplated hereunder, and to perform all of its obligations hereunder.

6.2. The person signing this Agreement on behalf of Buyer and those signing any and all documents to be executed by or on behalf of Buyer pursuant to this Agreement have been properly authorized to do so.

7. SURVIVAL OF REPRESENTATIONS WARRANTIES AND COVENANTS

7.1. All of the representations, warranties and covenants of the parties contained in this Agreement or any agreement or instrument delivered in connection with Closing shall survive the Closing and continue in full force and effect thereafter and shall not merge with the warranty deed or the bill of sale or Seller's transfer of title to the Property to Buyer.

8. CLOSING

8.1. Closing Date.

The "closing" of the transaction contemplated by this Agreement (the "Closing") shall occur at the offices of the Title Company, or at such other place as shall be mutually agreed to by the parties hereto after the satisfaction or waiver of all contingencies and conditions precedent to Closing, including, but not limited to, those set forth in Sections 4 (Title and Survey Matters) and 9 (Conditions to Closing). Unless extended by mutual agreement of the parties, the Closing shall occur within two hundred forty (240) days following the completion of the Due Diligence Period or one hundred ninety-five (195) days following the completion of the Extended Due Diligence Period, if applicable, on a date mutually agreed to by the parties (the "Closing Date"), provided that all conditions to Closing have been satisfied prior to the Closing Date, or have been waived in writing by both parties.

8.2. Seller's Closing Documents.

Seller shall deliver, or cause to be delivered, to Buyer the following at Closing:

- (a) a fully executed warranty deed in the form attached hereto as Schedule 8.2(a) in recordable form with any county or state approvals, if any, obtained, subject only to the Permitted Exceptions, sufficient to transfer and convey to Buyer fee simple title to the Premises as required by this Agreement;
- (b) a fully executed bill of sale and assignment in the form attached hereto as Schedule 8.2(b) sufficient to transfer to Buyer title to the Personal Property, permits and intangible property;
- (c) any and all fully executed affidavits, certificates or other documents required by the Title Company including, without limitation, a closing statement prepared by the Title Company, in order to cause it to issue the Title Policy in the form and condition required by this Agreement;
- (d) a pro forma of the Title Policy insuring fee simple title to the Premises in Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions, and otherwise in the form and condition required by this Agreement, with the original of the Title Policy to be delivered by the Title Company to Buyer as soon as possible after the Closing;

- (e) any and all documents referred to in Section 1.5, and all other documentation concerning the Property in the possession or control of Seller;
- (f) any manuals, warranties and guarantees which are in any way applicable to the Property or any part thereof;
- (g) tax certificates from appropriate authorities or other satisfactory evidence showing that all real and personal property taxes then due and payable on the Property have been paid (Seller shall pay any cost for all such tax certificates);
- (h) all other documents required to perfect the conveyance, transfer and assignment of the Property to Buyer including, without limitation, a closing statement prepared by the Title Company;
- (i) a certificate that the Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code of 1986, as amended, in a form complying with federal law;
- (j) a certificate executed by Seller certifying that all of the representations of Seller contained in the Agreement are true and correct in all material respects as of the Closing Date;
- (k) evidence of authority of the person who has signed this Agreement on behalf of Seller, of the person or persons who are to execute all of Seller's closing documents on Seller's behalf and evidence of Seller's authority to consummate the transactions proposed in this Agreement in form and substance reasonably satisfactory to the Title Company and Buyer;
- (l) all keys to the Premises and all other property to be conveyed to Buyer hereunder;
- (m) any and all documents executed by Seller's lender(s) necessary to terminate the lien of any loans to Seller secured by a lien on the Premises or the Personal Property for filing in the Albany County, Wyoming Clerk's office and/or the Wyoming Secretary of State's Office and, if applicable, terminations or satisfactions of any mechanic's or construction liens filed against the Property necessary to terminate the lien of such encumbrance; and
- (n) An opinion letter from Seller's attorney, for the benefit of Buyer, that states that the representations of Seller made under Section 5 are all true and correct and that the documents and items to be delivered to Buyer at Closing under Section 8.2 are sufficient to convey the Property to Buyer free and clear of any and all encumbrances, liens and burdens other than the Permitted Exceptions.

8.3. Buyer's Closing Requirements and Documents.

Buyer shall deliver or cause to be delivered to Seller at Closing:

- (a) the Purchase Price or the Adjusted Purchase Price as required pursuant to Section 13.1 below; and
- (b) execution and delivery of the documents necessary to close this transaction as reasonably required by the Title Company, including, without limitation, a closing statement prepared by the Title Company.

8.4. Closing Prorations.

A statement of prorations shall be prepared by the Title Company in conformity with the provisions of this Agreement and submitted to Buyer and Seller for review at least five (5) business days prior to the Closing. The following items are to be prorated effective as of the Closing Date:

- (a) personal property taxes and real estate taxes and assessments, if any, for the tax year in which Closing occurs shall be prorated to the Closing Date and paid by Seller. Seller shall pay all personal property taxes, real estate taxes, assessments and penalties for all years prior to Closing. The proration of taxes shall be based on the most recently available tax rates and valuations, and if such proration was based upon an estimate of such taxes and assessments for the immediately preceding calendar year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for the Premises for such year are available;
- (b) periodically recurring fees for transferable licenses or permits issued in respect of the Property or the use of any part or equipment thereof;
- (c) one-half (½) of the cost of the Survey obtained for the Property; and
- (d) any other items of prepaid income or expense relating to the Property.

8.5. Seller's Credits and Charges.

Seller shall be entitled to a credit for the amount of any deposits made to utility, telephone and other public or private companies providing service to the Property, which remain on deposit for the benefit of Buyer. Seller shall pay all water, sewer, gas, electric, telephone and any other utility charges, if any, for service to the Property prior to the Closing Date. Seller shall pay all transfer taxes, documentary fees and conveyance fees due at Closing. Seller shall pay any sales and use taxes payable with regard to this transaction.

8.6. Closing Costs.

Seller and Buyer shall be responsible for the fees of their respective attorneys and the expense of preparation of the documents for which each is responsible to deliver. Seller shall pay all recording fees for all documents to be recorded. Each party shall pay one-half (½) of the escrow fees and closing fee charged by the Title Company.

8.7. Possession.

Upon Closing, Seller shall deliver to Buyer full and complete possession of the Property, subject only to the Permitted Exceptions. Seller shall deliver the Premises free and clear of all leases and tenancies, including any lease or tenancies entered into by Seller after the Effective Date.

9. CONDITIONS TO CLOSING

9.1. Due Diligence.

Purchaser and its agents and representatives shall be permitted to enter upon the Property at any reasonable time and from time to time before the expiration of the Due Diligence Period or Extended Due Diligence Period if applicable (as defined below) to examine, inspect and investigate the Premises as well as all records and other documentation provided by Seller or located at the Premises (collectively, "Due Diligence"). During this time Buyer may perform any examinations, inspections, investigations or tests at or on the Premises (including, without limitation, any environmental or soils tests) without the prior written consent of Seller. The Due Diligence Period may be extended by Buyer for a period of time not to exceed 45 days (as extended the "Extended Due Diligence Period") if the Buyer's ability to complete its Due Diligence has been delayed by actions or inactions of third parties which are not within the control of Buyer, delays caused by bad weather or acts of God, or delays in the process of obtaining the necessary governmental reports or approvals, provided that Buyer has acted diligently to seek the required reports or approvals. If the Extended Due Diligence Period becomes necessary, Buyer shall notify Seller of that in writing prior to the expiration of the Due Diligence Period and shall provide Seller with the reason or reasons such extension is necessary. Upon Buyer providing such timely written notice to Seller, the Extended Due Diligence Period shall become effective.

9.2. Buyer shall have the right to enter upon the Property for the purpose of conducting its Due Diligence provided that in each such instance (i) Buyer shall take all necessary actions to ensure that neither it nor its agents or representatives shall cause any damage to or destruction of any part of the Premises, and (ii) Buyer shall not cause or permit any mechanic's liens, materialman's liens or other liens to be filed against the Premises as a result of its Due Diligence.

9.3. Buyer shall have until 6:00 p.m., Mountain Standard Time, on the date which is ninety (90) days after the Effective Date (the "Due Diligence Period") to conduct its Due Diligence or if extended, until the end of the Extended Due Diligence Period and, in Buyer's discretion, to determine whether the Property is acceptable to Buyer. Buyer may, for any or no reason, terminate this Agreement by giving written notice of termination to Seller within fifteen

(15) business days after the end of the Due Diligence Period or if extended, within fifteen (15) business days after the end of the Extended Due Diligence Period. If Buyer does not timely give notice of its election to so terminate this Agreement, Buyer shall be conclusively deemed to have waived its right to elect to terminate this Agreement during the Due Diligence Period or if extended, during the Extended Due Diligence Period. In the event of termination of this Agreement within the time set forth above, the Earnest Money Deposit shall be returned to Buyer and neither party shall have any further obligations to the other party hereunder, except for the obligations which are expressly deemed to survive such termination pursuant to the terms hereof.

Within ten (10) days following the execution of this Agreement, Seller will cause to be made available to Buyer for inspection the following information to the extent available to Seller or its agents concerning the Property and its operation which Buyer, Buyer's financing source, or their respective representatives shall reasonably request: all documents referred to in this Agreement; plans, drawings and specifications of the Property; copies of all permits, licenses or governmental approvals necessary for, or convenient to, the operation of the Property; copies of all guarantees and warranties; copies of all environmental surveys, audits or reports, soils reports and engineered foundation reports; any geophysical records, data or reports; surveys; and any other information requested by Buyer, Buyer's financing source, or their respective representatives.

9.4. Additional Conditions Precedent to Buyer's Obligation to Close.

The following shall be additional conditions precedent to Buyer's obligation to consummate the purchase contemplated herein:

- (a) All representations by Seller set forth in this Agreement shall be true and correct in all material respects at the Closing, as if made as of the Closing Date;
- (b) Seller shall have delivered the items set forth under Section 8.2 of this Agreement.
- (c) Seller shall have performed, observed and complied in all material respects with all covenants and agreements required to be performed by Seller at or prior to the Closing;
- (d) Seller has received no notice of a moratorium or pending proceeding and there shall be no proceeding, which would or could affect the availability at regular rates and connection fees of electric, gas, telephone or other services or utilities servicing the Property;
- (e) Seller has received no notice of a pending proceeding and there shall be no pending proceeding which could or would cause the change, re-designation, redefinition or other modification of the zoning classification of, or of any building or environmental code requirements applicable to, the Property or any portion thereof;

- (f) Seller has received municipal or county approvals (including, without limitation, from planning and zoning boards) if such approvals are required to consummate the transaction and permit Buyer's ownership and use of the Property.
- (g) Any leases shall have been terminated effective as of the Closing Date, and the tenants thereunder shall have vacated at least five (5) business days before the Closing Date;
- (h) Buyer is satisfied that the Permits can be transferred to Buyer, including, but not limited to, all water well and water system permits and all sewage lagoon and sewer system permits associated with the Premises, and all necessary regulatory approvals have been obtained.
- (i) The Buyer shall have successfully created a Wyoming nonprofit corporation to be used as a building authority (the "Building Authority") for purposes of financing a portion of the Purchase Price of the Property.
- (j) The Buyer shall have successfully obtained and closed upon a loan from the State of Wyoming Revolving Loan Fund (the "State Loan") for water and sewer to finance a portion of the Purchase Price of the Property in an amount Buyer deems sufficient.
- (k) The Buyer shall have obtained financing for a portion of the Purchase Price of the Property through the successful issuance and sale of Lease Revenue Bonds (the "Bonds") by the Building Authority in an amount Buyer deems sufficient.
- (l) Seller shall be able to provide good marketable title to all of the Property, free and clear of any liens or encumbrances except Permitted Encumbrances, including any inholdings owned by third parties within the area encompassed by the Real Property in order to be able to convey title to such inholdings to Buyer as part of this purchase transaction.
- (m) The physical condition of the Property shall be substantially the same on the Closing Date as on the Effective Date, reasonable wear and tear excepted.

9.5. Conditions Precedent to Seller's Obligation to Close.

- (a) Representations and Warranties: Performance. Each of the representations and warranties made by Buyer herein will be true and correct in all material respects as of the Closing with the same effect as though made at that time except for changes contemplated, permitted, or required by this Agreement and Buyer will have performed and complied

with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by it prior to the Closing.

- (b) Buyer shall have delivered the items set forth under Section 8.3 of this Agreement.
- (c) Buyer shall have paid the Purchase Price or Adjusted Purchase Price to Seller as provided herein.

10. CASUALTY LOSS AND CONDEMNATION

The risk of loss by fire or other casualty to the Property shall be borne by Seller until the Closing has occurred. Buyer shall have the option either to terminate this Agreement or to consummate the transaction contemplated by this Agreement notwithstanding such condemnation, destruction or material damage. If Buyer elects to consummate the transaction contemplated by this Agreement, Buyer shall be entitled to receive the condemnation proceeds or receive the proceeds of insurance applicable thereto with no reduction in Purchase Price, and Seller shall, at Closing and thereafter, execute and deliver to Buyer all required proofs of loss, assignments of claims and proceeds and other similar items. If Buyer elects to terminate this Agreement, Buyer shall send a written notice of such termination to Seller within 20 business days after receiving written notice from Seller that the Property or any part thereof has been condemned, or destroyed or materially damaged by fire or other casualty in excess of One Hundred Thousand Dollars (\$100,000.00), in which event this Agreement shall, without further action of the parties, become null and void and neither party shall have any rights or obligations under this Agreement. If there is any other condemnation, damage or destruction of an amount which is One Hundred Thousand Dollars (\$100,000.00) or less to the Property or any part thereof, Seller shall either repair such damage to Buyer's satisfaction prior to Closing or, at Seller's option, assign all condemnation, damage or destruction to Buyer by executing and delivering to Buyer at Closing and thereafter all required proofs of loss, assignments of claims and proceeds and other similar items. If Seller elects to assign insurance claims as aforesaid, Buyer shall receive a credit at Closing in an amount equal to any deductible(s) applicable thereto. Notwithstanding the foregoing, in the case of condemnation, if Seller repairs the damage, if any, to the Property due to the condemnation, Buyer shall be entitled to the difference between the condemnation proceeds and the cost to Seller to repair such damage.

11. BROKERAGE

Buyer and Seller each hereby represent and warrant to the other that they have not used the services of a broker or real estate agent and do not owe any commissions or finder's fees relating to the purchase and sale of the Property. Buyer and Seller shall each indemnify and hold the other harmless from and against any and all claims of all brokers and finders claiming by, through or under itself and in any way related to the sale and purchase of the Property pursuant to this Agreement, including, without limitation, attorneys' fees incurred by the party to be indemnified in connection with such claims.

12. DEFAULTS AND REMEDIES

12.1. Buyer's Default. Buyer and Seller each acknowledge that it would be difficult to ascertain the actual damages, which would be suffered by Seller if Buyer defaults in consummating the purchase and sale contemplated by this Agreement. If Buyer fails or refuses to perform any of its obligations hereunder, then Seller's remedy shall be to give Buyer written notice of Buyer's default and the right to cure such default before Closing. If such default is not cured before Closing and Seller is not in material default hereunder. Buyer shall pay to Seller liquidated damages of \$100,000, such being agreed between Buyer and Seller to be a necessary condition to this Agreement to compensate Seller for expenses and expenditures incurred and made in connection herewith, the damages sustained as a result of withdrawing the Property from the market, and otherwise for Buyer's non-compliance with this Agreement, as Seller's sole remedy. In such event, Seller shall be entitled to receive and retain the Earnest Money which shall be applied toward the liquidated damages amount. Upon termination and payment of the liquidated damages, this Agreement shall become null and void and of no further force or effect and both parties shall be released of further liability and obligation hereunder, and Seller shall have no further remedy, either at law or in equity.

12.2. Seller's Default. If Seller fails or refuses to perform any of its obligations hereunder or if any of Seller's representations contained herein are untrue in any material respect, then if Buyer desires to exercise its remedies arising from any such default, Buyer shall have the right to give Seller written notice of any such default and the right to cure such default prior to Closing. If such default is not cured before Closing and Buyer is not in default hereunder, then Buyer shall have the right to either (i) terminate this Agreement by notifying Seller thereof, and neither party hereto shall have any further rights or obligations hereunder except that the Earnest Money shall be returned to Buyer and Seller shall pay to Buyer liquidated damages of \$100,000, such being agreed between Buyer and Seller to be a necessary condition to this Agreement to compensate Buyer for expenses and expenditures incurred in connection with this Agreement and otherwise for Seller's non-compliance with this Agreement; or (ii) enforce specific performance of the obligations of Seller hereunder.

13. ADDITIONAL AGREEMENTS – Buyer and Seller agree to the following:

13.1. Repairs. If Buyer determines that based upon the inspections of the Property that repairs are reasonably needed and notifies Seller of the same, within fifteen (15) business days after the end of the Due Diligence Period, or the Extended Due Diligence Period, if applicable, Buyer shall provide Seller with a list of items to be repaired and Seller agrees to make or cause such repairs to be made up to the amount of \$25,000 before Closing. If the cost of the repairs identified by Buyer are in excess of that amount, the cost thereof shall be paid by agreement of the parties or through an agreed-upon reduction of the Purchase Price (the "Adjusted Purchase Price") or, if the parties are unable to agree, the Buyer shall have the right in its sole and absolute discretion to elect not to proceed with the purchase of the Property by giving written notice to Seller in which event the Earnest Money shall be returned to Buyer and both parties shall be released from all rights, obligations and liabilities hereunder. Items to be repaired under this Section shall not include the parking lots on the Property or the paint or siding on the exterior walls of the buildings on the Property.

13.2. The Seller agrees that it will not take any action to renew the Water Well Agreement, nor shall it take any other action that would create a new water well agreement, or otherwise make any arrangements with, or create any new obligations to, the users of the water well system that would create any additional obligations upon the Buyer to furnish water from the water well systems on the Property to any users. The Seller is aware that the Buyer plans to enter into a new arrangement for users on the Property's water system after the Closing and Seller shall not take any actions that would bind the Buyer to any additional obligations to any user on the water systems or any actions that would prevent the Buyer from pursuing new arrangements with users desiring to use water from the Property's water systems.

13.3. The Seller has informed Buyer that the Seller has possession of a sinking fund for well maintenance expenses associated with the water system that has been funded with payments from users on the water well system. Buyer shall not accept possession of such sinking funds and shall not accept any obligations or responsibilities associated with the sinking fund or the maintenance of the water well systems to be performed with the sinking fund monies. Seller may continue to perform any duties and obligations that it may have in connection with the sinking funds up until the date of Closing. After Closing, Seller shall be solely responsible to the participants for any money in the sinking fund account. Seller shall be solely responsible for any accounting of the funds and the reporting thereof to the participants of the sinking fund, and shall hold Buyer harmless from any obligations or responsibilities associated with the sinking fund.

13.4 The Seller agrees that it will not cause the Lagoons Agreement to be renewed, nor shall it allow or take any other action that would create a new agreement for the use of the lagoons or otherwise make any arrangements with, or create any new obligations to, the users of the sewage and lagoons system that would create any new obligations upon the Buyer to furnish the use of sewage and lagoons systems on the Property to any persons. The Seller is aware that the Buyer plans to enter into a new arrangement with the user on the Property's sewage and lagoons system after the Closing and Seller shall not take any new actions that would bind the Buyer to any obligations to any user on the sewage or lagoons systems or any new actions that would prevent the Buyer from entering into new arrangements with users desiring to use the Property's sewage or lagoons systems.

13.5. The Buyer agrees that if this Agreement is fully executed by the parties on or before December 21, 2016, the Buyer will take all actions necessary to complete and submit a loan application to the State of Wyoming in January 2017, to apply for the State Loan in an effort to satisfy the condition set forth in Section 9.4(j) of this Agreement at the earliest opportunity. If the Buyer receives notification from the State of Wyoming that Buyer has qualified for the State Loan and such a loan is thereby offered to the Buyer, the Buyer agrees that it will, within fifteen (15) business days thereafter, make a determination if it can meet the terms and conditions for the State Loan and accept the loan award. Upon the Buyer's written acceptance of the State Loan, the parties agree that the Earnest Money Deposit shall thereafter become non-refundable, but shall be applied to the Purchase Price at Closing, provided that all conditions precedent to Buyer's obligation to close set forth in Section 9 have been satisfied or waived, and neither party has defaulted on this Agreement.

13.6. Easements for Lagoon Property. If a recorded access easement does not exist for ingress and egress to the Lagoons Property from U.S. Highway 30, Seller agrees that it will grant or obtain, and convey to Buyer a recordable access easement suitable for such purposes across property owned by Seller at the time of this Agreement, which property of Seller is located adjacent to U.S. Highway 30 where the Diamond Horseshoe Hotel was located (the “Diamond Horseshoe Hotel Property”), or across such other property as may be necessary for suitable access to the Lagoons Property from U.S. Highway 30. In addition, Seller agrees to grant and convey to Buyer a recordable easement for any water, sewer, gas, electric, telephone or other utility lines, equipment, or appurtenances which run to or from the Lagoons Property under, over or across the Diamond Horseshoe Hotel Property, or obtain easements for any such utility lines which cross over or under any neighboring property and convey the same to Buyer. The easements described herein shall be in such form as approved by Buyer and shall be provided by Seller to Buyer at Closing.

13.7. Access Easement for Adjacent Property. Buyer is aware that an owner of private property located immediately to the east of the Campus Property currently accesses his property through the Campus Property. Buyer and Seller agree that they will each provide an access easement for the benefit of the private property referred to above for ingress and egress to that property at a location which provides a reasonably convenient route and does not unduly interfere with Buyer’s intended use of the Campus Property so that access can be used by that private property owner instead of the current access route.

13.8 Buyer’s Access to the Premises Prior to Closing. In addition to the other rights of access to the Premises granted to Buyer in this Agreement, Buyer shall also have a continuing right of access to the Premises at any reasonable time while this Agreement remains in effect for purposes of planning, remodeling design work, information collection, taking measurements, financing preparations and such other purposes as Buyer deems necessary to prepare for acquisition and ownership of the Premises. Buyer agrees that it will not alter, remove, or cause any damage to or destruction of any part of the Premises as a result of its access and activities on the Property.

14. MISCELLANEOUS

14.1. This Agreement constitutes the entire agreement between Seller and Buyer with respect to the Property and shall not be modified or amended except in a written document signed by Seller and Buyer. There are no oral agreements, representations or inducements existing between the parties relating to this transaction which are not expressly set forth herein and covered by this Agreement. Any prior agreement or understanding between Seller and Buyer concerning the Property is hereby rendered null and void. This Agreement shall be construed in accordance with the laws of the State of Wyoming.

14.2. Time is of the essence of this Agreement and all provisions hereof.

14.3. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (i) one business day after delivery to Federal Express or other nationally recognized overnight express carrier, if sent for overnight delivery with fee prepaid, (ii) upon receipt if sent via facsimile with receipt confirmed, or (iii) upon receipt if delivered by

hand, addressed as follows or to such other address or addresses of which the respective party shall have notified the other:

If to Buyer:

City of Laramie
Attn: Janine Jordan, City Manager
406 Ivinson St.
P.O. Box C
Laramie, WY 82070
Phone: (307) 721-5226

Copy to:

Hathaway & Kunz, P.C.
Attn: Rick Thompson
P.O. Box 1208
Cheyenne, WY 82003
Phone: (307) 634-7723
Fax: (307) 634-0985

If to Seller:

Real Resolutions, LLC
c/o Mike Schutte, Manager
3608 Green Spring Drive
Fort Collins, CO 80528

Copy to:

Donald P. Prehoda, Jr.
Prehoda, Leonard & Edwards, LLC
1273 North 15th, Suite 101
P.O. Box 789
Laramie, WY 82073-0789
Phone: (307) 742-7896
Fax: (307) 742-9799

14.4. For purposes of this Agreement, “business day” shall mean any day of the year, other than (i) a Saturday or a Sunday, and (ii) any day in which banks located in Laramie, Wyoming are required or authorized by law to remain closed. Any time period provided for herein which shall end on a non-business day shall extend to 5:00 P.M. Mountain Time of the next business day.

14.5. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. Buyer may assign this Agreement without Seller’s consent to any entity affiliated with Buyer. Buyer may assign this Agreement to any other entity only with the prior approval of Seller, which approval shall not be unreasonably withheld, conditioned or delayed.

14.6. If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement.

14.7. This Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard or aid of canons requiring construction against the party drawing this Agreement.

14.8. The caption headings in this Agreement are for convenience only and are not intended to be a part of this Agreement and shall not be construed to modify, explain or alter any of the terms, covenants or conditions herein contained.

14.9. No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit shall be deemed

to be a waiver of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision.

14.10. This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

14.11. In the event of a default by one of the parties to this Agreement, the non-defaulting party may secure the services of an attorney to seek a remedy as provided herein. The prevailing party in any such effort shall be entitled to receive from the non-prevailing party all reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

ATTEST:

By: _____
City Clerk

BUYER:

CITY OF LARAMIE

By: _____
Dave Paulekas, Mayor

SELLER:

REAL RESOLUTIONS, LLC
a Wyoming limited liability company

By: _____
Michael K. Schutte, Manager

SCHEDULE 1.1

LEGAL DESCRIPTION OF CAMPUS PROPERTY

Parcel 1, Tract I

A tract of land lying in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 16, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at a point on the South line of Section 16 which bears South 89 degrees 58 minutes West 434.30 feet from the South one-quarter corner of Section 16; thence South 89 degrees 58 minutes West along the South line of Section 16 a distance of 325.25 feet; thence North 04 degrees 15 minutes East along the Easterly right-of-way line of U.S. Highway 30 a distance of 622.24 feet; thence South 89 degrees 23 minutes East a distance of 327.20 feet; thence South 04 degrees 28 minutes West a distance of 618.70 feet to the Point of Beginning.

Parcel 1, Tract II

A tract of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 21, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at a point on the North line of Section 21 that lies North 89 degrees 40 minutes 34 seconds West 352.32 feet from the North one-quarter corner of Section 21; thence North 89 degrees 40 minutes 34 seconds West along the Section line a distance of 406.94 feet to a point on the Easterly right-of-way of U.S. Highway 30; thence South 04 degrees 38 minutes 04 seconds West along the Easterly right-of-way of U.S. Highway 30 a distance of 210.60 feet; thence South 89 degrees 40 minutes 34 seconds East a distance of 422.77 feet; thence North 00 degrees 19 minutes 26 seconds East a distance of 210.00 feet to the Point of Beginning.

Parcel 1, Tract III

A tract of land lying in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 21, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at the North one-quarter corner of Section 21, which is a well-marked brass cap; thence South 00°33'33" West, (South 00°19'20" West), along the North-South centerline of Section 21, a distance of 210.01 feet to the point of beginning; thence continuing South 00°19'20" West (South 00°33'33" West), a distance of 278.81 feet to the South line of that land described in Warranty Deed recorded August 14, 1985 in Book 359 of Microfilm Records at page 19; thence North 85°51'26" West, a distance of 793.90 feet (North 84°56'22" West, 792.91 feet) to a point on the Easterly right-of-way line of U.S. Highway 30/287; thence North 04°38'04" East, along the Easterly right-of-way line of U.S. Highway 30/287 a distance of 219.76 feet, (North 05°04'16" East, 219.84 feet); thence South 89°40'34" East, parallel with the North line of the NW $\frac{1}{4}$ of Section 21, a distance of 775.13 feet (South 89°15'00" East, 774.09 feet) to a point on the North-South centerline of Section 21 and the point of beginning.

Parcel 1, Tract IV(A)

A tract of land lying in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 16, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at a point which lies North 00 degrees 20 minutes East 309 feet from the South one-quarter corner of Section 16; thence North 89 degrees 44 minutes West a distance of 411.50 feet; thence North 04 degrees 32 minutes East 309.80 feet (along the same line described as South 04 degrees 28 minutes West 618.70 feet in the Quitclaim Deed recorded February 8, 1984 in Book 336 of Microfilm Records at Page 153); thence North 89 degrees 23 minutes West a distance of 327.20 feet; thence North 04 degrees 15 minutes East a distance of 20.00 feet; thence South 89 degrees 23 minutes East a distance of 327.20 feet; thence South 89 degrees 11 minutes East a distance of 207.40 feet; thence South 00 degrees 20 minutes West a distance of 180.00 feet; thence South 89 degrees 11 minutes East a distance of 180.00 feet; thence South 00 degrees 20 minutes West a distance of 145.10 feet to the Point of Beginning.

EXCEPTING from Parcel 1, Tract IV(A) the following described property:

Beginning at a point which bears North 16 degrees 30 minutes 25 seconds West 630.16 feet from the South one-quarter corner of Section 16, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, and proceeding thence South 04 degrees 10 minutes 41 seconds West 221.24 feet; thence North 85 degrees 49 minutes 19 seconds West 200.00 feet; thence North 04 degrees 10 minutes 41 seconds East 221.24 feet; thence South 85 degrees 49 minutes 19 seconds East 200.00 feet more or less to the Point of Beginning and further identified on Schedule 4.5 as Inholding Property.

AND that portion of Parcel 1, Tract IV(A) which lies East of the above EXCEPTED Tract IV(A) and upon which Buildings H and I are situate, the legal description of which will be identified on the survey to be provided and depicted on Schedule 1.8 as Excluded Property.

Reference bearing for the foregoing description is North 89 degrees 15 minutes West for the South line of the SW $\frac{1}{4}$ Section 16, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming.

Parcel 1, Tract V(B)

A tract of land in Section 16, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Commencing at a point which is 987.4 feet North 70 degrees 23 minutes West from the South one-quarter corner of Section 16; thence North 85 degrees 05 minutes West a distance of 558.0 feet to a point; thence North 00 degrees 01 minutes East a distance of 148.8 feet to a point; thence South 85 degrees 08 minutes East a distance of 570.8 feet to a point; thence South 04 degrees 55 minutes West a distance of 148.8 feet to the Point of Beginning.

EXCEPTING from Tract V(B) the following described property:

Beginning at the Southeast corner of Tract V(B) above, thence Westerly along the South line of Tract V(B) a distance of 288 feet; thence Northerly parallel with the Easterly line of Tract V(B) a distance of 86 feet; thence Easterly parallel with the South line of Tract V(B) a distance of 288 feet; thence Southerly along the Easterly line of Tract V(B) a distance of 86 feet to the Point of Beginning.

SCHEDULE 1.2

LEGAL DESCRIPTION OF LAGOONS PROPERTY

A tract of land in S½SW¼ Section 16, Township 16 North, Range 73 West of the 6th P.M., Albany County, Wyoming, more particularly described as follows:

Beginning at the Southwest corner of Section 16, thence North 02 degrees 03 minutes East along the West line of Section 16 a distance of 369.0 feet to the Northwest corner of this tract; thence East parallel with the South line of Section 16 a distance of approximately 1145.25 feet to a point on the West line of the Diamond Horseshoe property as described in Warranty Deed recorded August 6, 1953, in Book 41 of Photo Records at Page 7; thence South 00 degrees 33 minutes East 371.09 feet (previously called "thence South 00 degrees 33 minutes West along the West line of the Diamond Horseshoe property a distance of 369.0 feet to the South line of Section 16"); thence West along the South line of Section 16 approximately 1147.25 feet to the Point of Beginning.

Two lagoons are situated on above tract which have a yearly capacity of 4,400,000± gallons.

SCHEDULE 1.4

PERSONAL PROPERTY

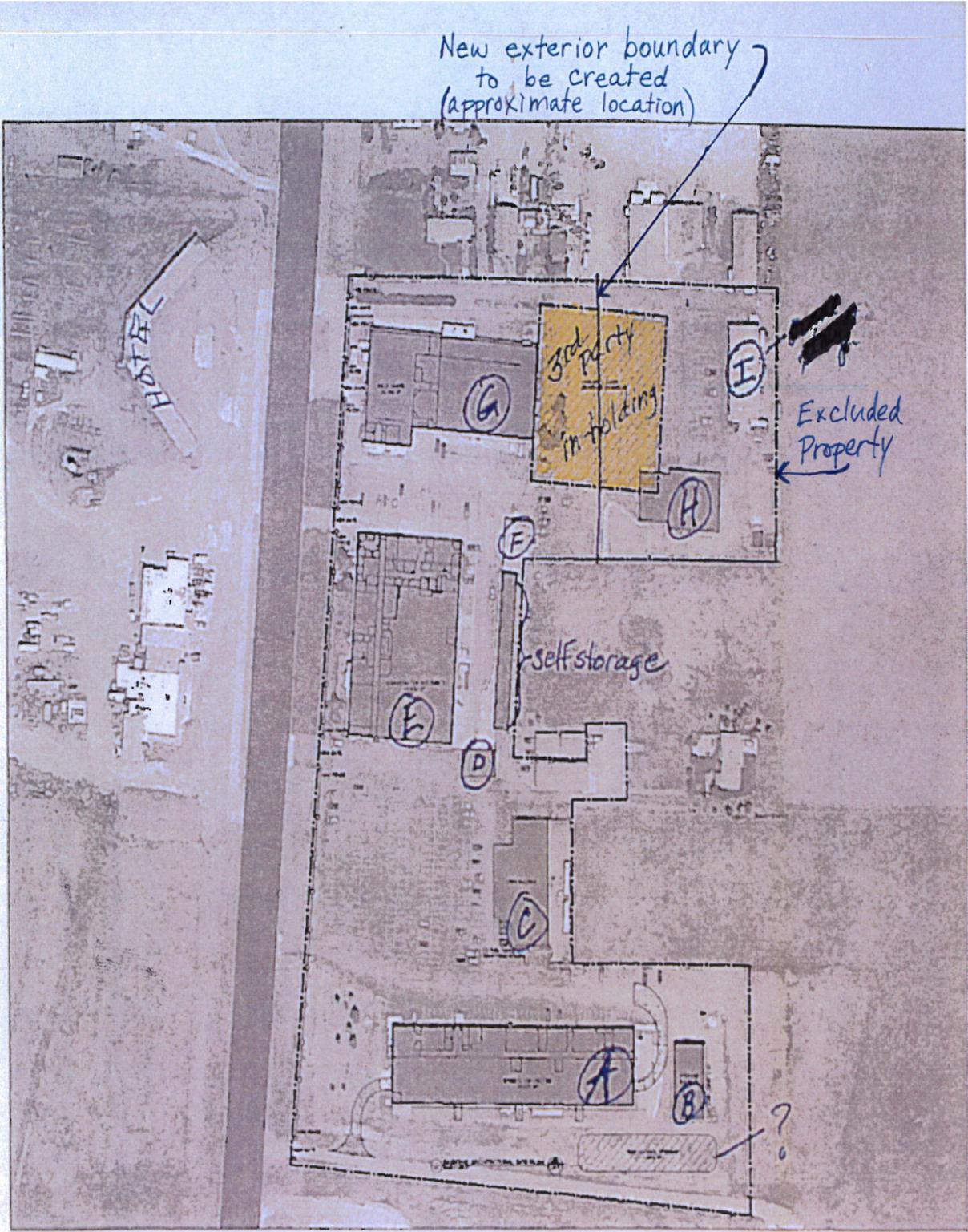
| Quantity | Item |
|---------------------|--|
| 39 (approximately) | Desks |
| 172 (approximately) | Chairs |
| 14 (approximately) | Credenzas |
| 47 (approximately) | Filing Cabinets |
| 39 (approximately) | Tables |
| 1 | Conference Table |
| 10 (approximately) | Bookshelves |
| 6 (approximately) | Break Tables |
| 36 (approximately) | Cubicles |
| 3 | APC IT racks of switches and main frame computer |
| 1 | Emerson 15 KVA Back-up power pack |
| 1 | Large rack of shop shelving |
| 3 | Overhead hoists |
| 1 | SSR EP10 Ingersol Air Compressor |
| 1 | “Bean” Alignment rack |
| 2 | “Speed Air” air compressors |
| 3 | Unicure Bake Paint Booths |
| 1 | Spray Bake Booth |
| 1 | Unicure Downdraft Booth |
| 2 | DXR Air Dryer (Ingersol Rand) |
| 1 | SSR-EP30 Rotary Air Compressor (Ingersol) |
| 1 | SSR-XFE 50 Rotary Air Compressor (Ingersol) |

SCHEDULE 1.8

EXCLUDED PROPERTY

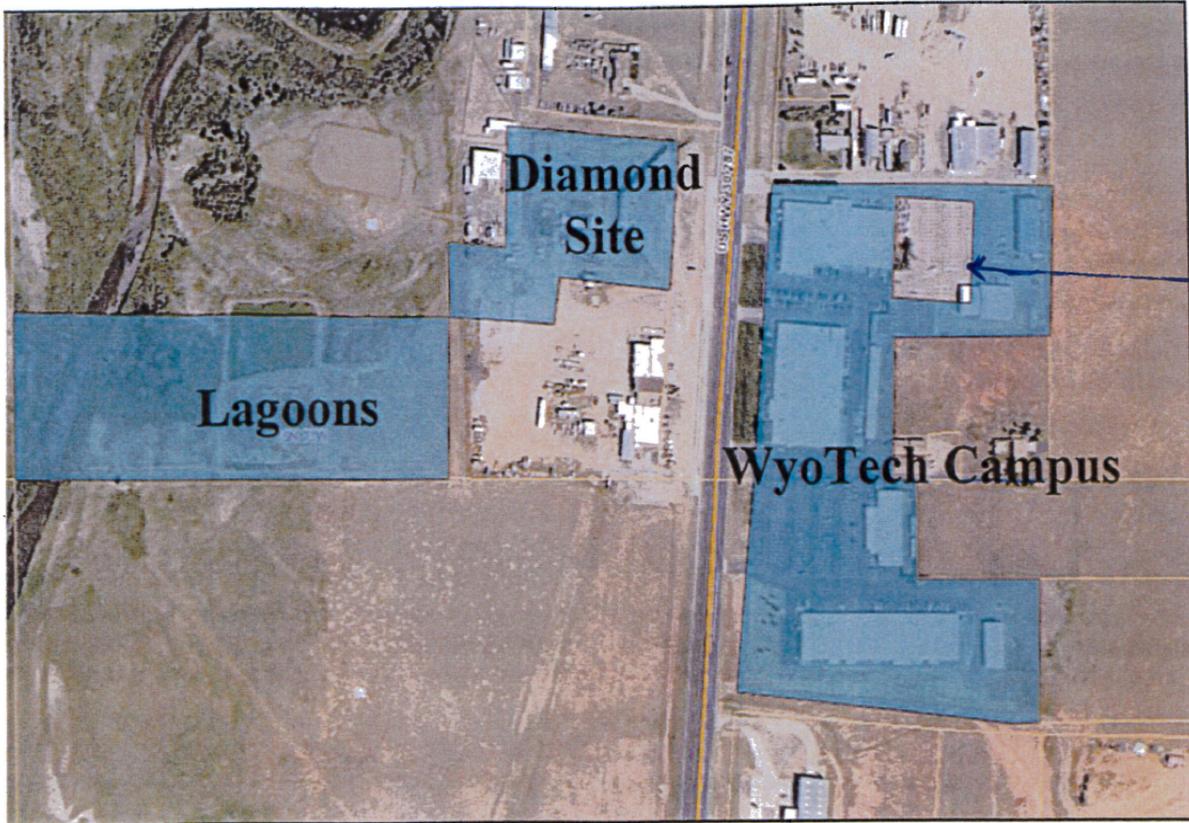
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TaxReform2000CommitteeReport.pdf



SCHEDULE 4.5

INHOLDING PROPERTY



SCHEDULE 8.2(a)

WARRANTY DEED FORM

WARRANTY DEED

Real Resolutions, LLC, a Wyoming limited liability company, for and in consideration of Ten Dollars and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS to the City of Laramie, Wyoming, an incorporated municipality organized under the constitution and laws of the state of Wyoming, whose address is 406 Ivinson Street, P.O. Box C, Laramie, Wyoming 82070, the following-described real estate, situated in Albany County, Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

See Exhibit A attached hereto and incorporated herein by reference.

Together with all buildings and improvements thereon and rights appurtenant thereto, including all water rights, mineral rights and other appurtenant rights, but subject to all reservations, restrictions, easements and covenants of record.

WITNESS my hand this ____ day of _____, 2017.

REAL RESOLUTIONS, LLC
a Wyoming limited liability company

By: _____
Michael K. Schutte, Manager

STATE OF WYOMING)
) ss:
COUNTY OF ALBANY)

This instrument was acknowledged before me on _____, 2017 by Michael K. Schutte as the Manager of Real Resolutions, LLC, on behalf of whom this instrument was executed.

Witness my hand and official seal.

Notary Public

My Commission Expires:_____

Exhibit A
to
Warranty Deed

[Legal Description]

SCHEDULE 8.2(b)

ASSIGNMENT AND BILL OF SALE FORM

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Real Resolutions, LLC, a Wyoming limited liability company (“Seller”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto the City of Laramie, Wyoming, an incorporated municipality organized under the laws of the constitution and laws of the state of Wyoming (the “Buyer”), and its successors and assigns, all of Seller’s interest in all of the personal property now located on the property or in the buildings on the premises located at 4373 North Third Street, Laramie, Wyoming 82070, formerly known as the Wyoming Technical Institute North Campus, which personal property includes, but is not limited to the following:

Seller represents and warrants to Buyer that the title conveyed is good; its transfer is rightful; and the goods are delivered free clear of any security interest or other lien or encumbrance. Seller will execute all necessary documents which may hereafter be required by Buyer to effectuate this transfer.

Seller makes no representation or warranty concerning the physical condition of the above-described property sold, assigned, transferred, conveyed and delivered to Buyer hereunder and, in that respect, such property is being transferred “as is.” Buyer has examined said property and accepts it in its present condition.

IN WITNESS WHEREOF, I, Michael K. Schutte, the Manager of Real Resolutions, LLC have hereunto set my hand and seal this ____ day of _____, 2017.

REAL RESOLUTIONS, LLC
a Wyoming limited liability company

By: _____
Michael K. Schutte, Manager

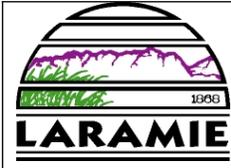
STATE OF WYOMING)
) ss
COUNTY OF ALBANY)

This instrument was acknowledged before me on _____, 2017 by Michael K. Schutte as the Manager of Real Resolutions, LLC on behalf of whom this instrument was executed.

Witness my hand and official seal.

Notary Public

My Commission Expires:



Agenda Item: Agreement

Title: Consideration of Purchase Option Agreement between the City of Laramie and Cornerstone Associates, LLC.

Recommended Council MOTION:

Move to Approve Purchase Option Agreement between the City of Laramie and Cornerstone Associates, LLC for 3-4 acres parcel of land located on the westerly portion of Lot 4 on Boulder Drive and South of the Laramie Recreation Center, and Authorize the Mayor and Clerk to sign.

Administrative or Policy Goal:

This project meets the adopted goals of the governing body as set forth in the following policy documents:

Laramie Housing Study 2030 –

“New housing development should include up to 384 owner units and 604 rental housing units for households, age 18 to 54 years, and 256 owner and 294 rental units for elderly households at 55+ years of age.”

“Elderly housing in Laramie is available, but more is needed....Future housing options for elderly persons in the Community should also include low- to medium density housing, such as duplexes, triplexes and town homes.”

Turner Tract Area Plan 2013

Laramie Comprehensive Plan

Background:

Cornerstone Associates, LLC proposes to construct a multi-family complex as a 55+ senior, independent living facility to be located on 3-4 acres south of the Recreation Center and west of Boulder Drive. Cornerstone Associates, LLC is a developer of affordable housing throughout the Midwest. They currently have 3 senior properties in Wyoming (2 Casper; 1 Cheyenne). Cornerstone specializes in affordable senior housing and intends to develop a 48-unit senior project at the site. Cornerstone will apply for Low Income Housing Tax Credits, HOME Funds and National Housing Trust Fund money through the Wyoming Community Development Authority on or before January 31, 2017.

The project site is currently unplatted and zoned B1 (Limited Business) District with the Turner Tract and Aquifer Protection Overlay Districts. No amendment to the Land Use Plan is required as the proposed use of the property is permissible in the B1 District. The Laramie Comprehensive Plan Land Use Plan (Map 3.2) shows the area as Suburban Commercial with a Park / Open Space along the north and western portion of this parcel. The Park / Open Space Strip represents difficult-to-develop areas of drainage and steep slopes on the west edge of the site which the Turner Tract Plan shows as a future recreation area that should “generally be reserved for recreation use.”

The proposed development expands on goals set forth in City planning documents including providing housing variety in the Turner Tract, housing in close proximity to recreational amenities in the Turner Tract, and satisfies policy goals set forth in the Laramie Housing Plan. Cornerstone indicates rents will range from \$405-\$750 for a one bedroom unit and \$485-\$830 for a two bedroom unit, with all utilities

included. In addition, as currently proposed, the developer has agreed to incorporate the recreational amenities envisioned within the Turner Tract and Comprehensive Plans for a majority of the land. Staff support and recommend a sale price of \$3.29/square foot for the site as the proposed development meets keep objectives of the City’s housing and development plans; the Cornerstone project will provide needed housing inventory for underserved senior residents seeking affordable housing with minimal maintenance/repair needs. The sale price represents a 10% reduction from appraisal.

For future subdivision to occur the land will have to be Preliminary and Final platted and a Conditional Use Permit will be required to be approved by the Planning Commission. Additionally, a satisfactory Site Specific Investigation regarding the Aquifer Protection Overlay Zone will have to be prepared and accepted by the City. A conceptual plan is attached showing a proposed general layout of the development, along with a vicinity map and two site plans at different scales. Council will note access to Boulder Drive is provided, but minimized, to retain Boulder Street frontage for other, perhaps higher and better, future uses.

Legal/Statutory Authority: Wyoming Statutes §15-1-112

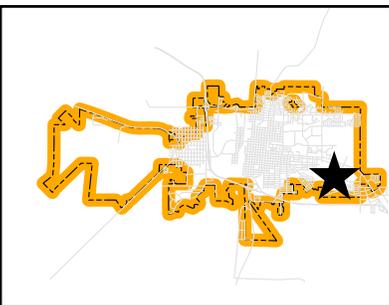
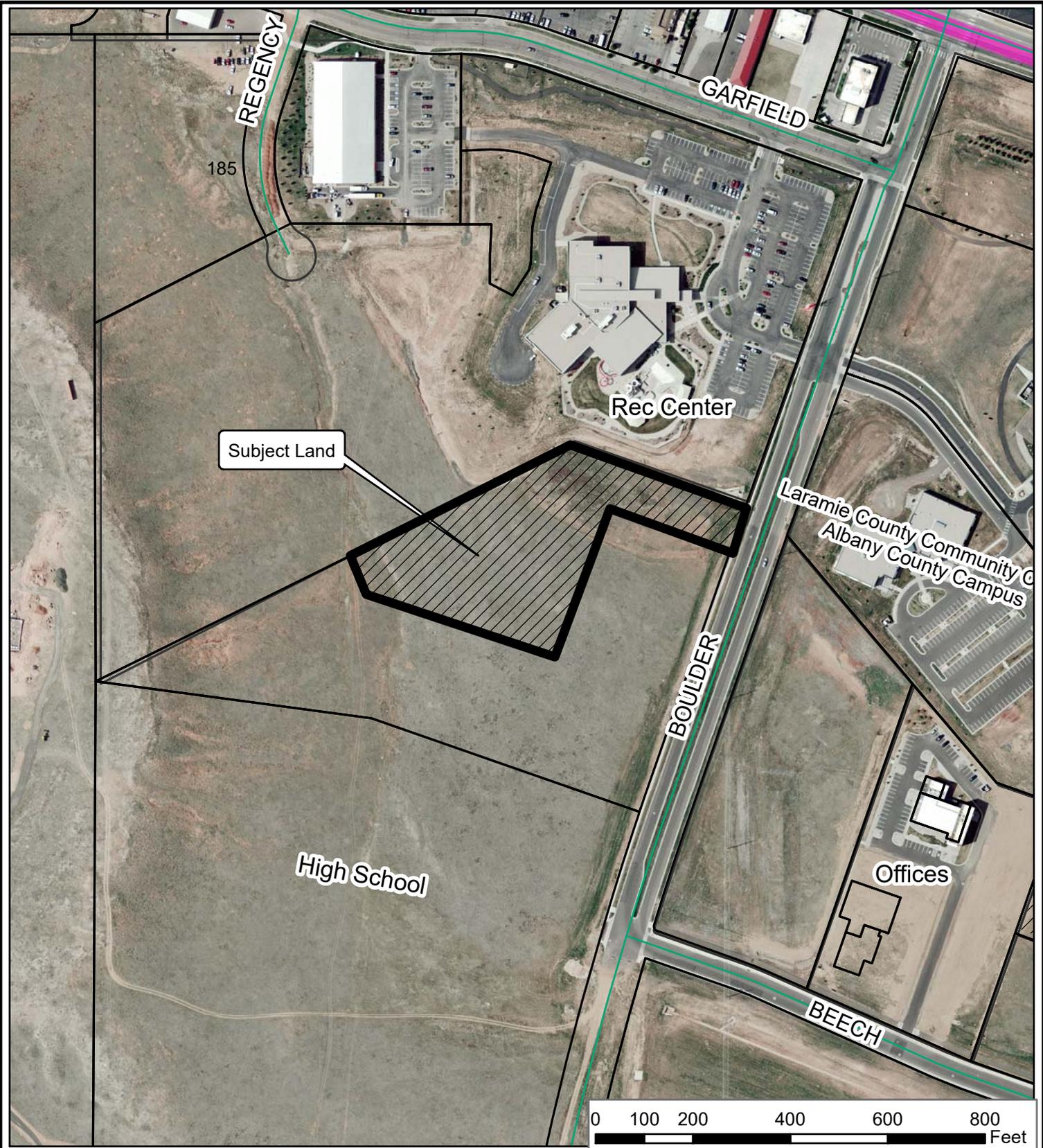
FINANCIAL INFORMATION

| | Amount | Notes/Comments |
|-------------------|---------------------|---------------------------------|
| Estimated Revenue | \$429,000 - 573,000 | Major Capital Construction Fund |
| | | |

_____ City Manager _____ City Attorney _____ Planning Division

HOUSING FOR ELDERLY & SENIOR POPULATIONS.

| <u>Activity.</u> | <u>Est. Total Cost.</u> | <u>Est. Required Cost Subsidy.</u> | <u>Potential Financing Partnerships.</u> |
|---|-------------------------|------------------------------------|---|
| <p>13. Elderly Rental Housing, 210 to 260 Units, scattered site and/or "retirement campus", mixed income, 2- and 3-bedroom duplex, triplex, patio and town home units, standard amenities, to meet the rental housing needs of low- to moderate- mixed-income elderly households (30%+ AMI). Approximately 35 units should be developed in Downtown Laramie.</p> | <p>\$44,900,000.</p> | <p>55% or \$24,695,000.</p> | <p>PED, LCBA, DDAB, WDH-AD, LCDD, WHN, CHA, WCDA, LIHTC, HOME, HTC, AHP, HUD & CPF.</p> |
| <p>14. Elderly Homeownership Initiative, 220 to 250 Units, scattered site and/or new subdivision, mixed income, 2- & 3-bedroom single family, patio home, duplex and town home units, standard amenities, complete accessibility design, to meet the needs of Moderate-income elderly households (60%+ AMI). Approximately 20 units should be developed in Downtown Laramie by 2020.</p> | <p>\$50,750,000.</p> | <p>35% or \$17,762,500.</p> | <p>PED, LCBA, LMSA, DDAB, LCDD, WHN, WDH-AD, WCDA, HOME, HTC, TIF & CPF.</p> |
| <p>15. Housing Rehabilitation/ Modification Program, 48 Units, standard amenities, complete visitability, accessibility design, to meet the needs of very-low- to moderate-income (0% to 80% AMI), Including <i>Elderly and Special Population Households</i>, with a Person(s) with a Disability.</p> | <p>\$2,559,700.</p> | <p>90% or \$2,303,740.</p> | <p>CHA, LCDD, WHN, WCDA, WDH-AD, CALC, CDBG, HOME, TIF & OE.</p> |
| <p>16. Develop up to 90 additional licensed assisted living units, by 2020, with supportive/specialized services for near-independent and frail-elderly residents of Laramie.</p> | <p>\$13,050,000.</p> | <p>65% or \$8,482,500.</p> | <p>PED, LCBA, WDH-AD, CHA, WCDA, CPF & TEBF.</p> |



Location Map



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.

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF UNPLATTED LAND BOUNDED ON THE NORTH BY LOT 2 BLOCK 1, TURNER TRACT ADDITION, DOCUMENT 2003-7012 AND ON THE SOUTH BY LOT 1 BLOCK 2 BOULDER ADDITION, DOCUMENT 2013-2168 BOTH RECORDED AT THE CLERK AND RECORDS OFFICE IN ALBANY COUNTY, WYOMING LOCATED IN SECTION 2, TOWNSHIP 15 NORTH, RANGE 73 WEST, 6TH P.M., ALBANY COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

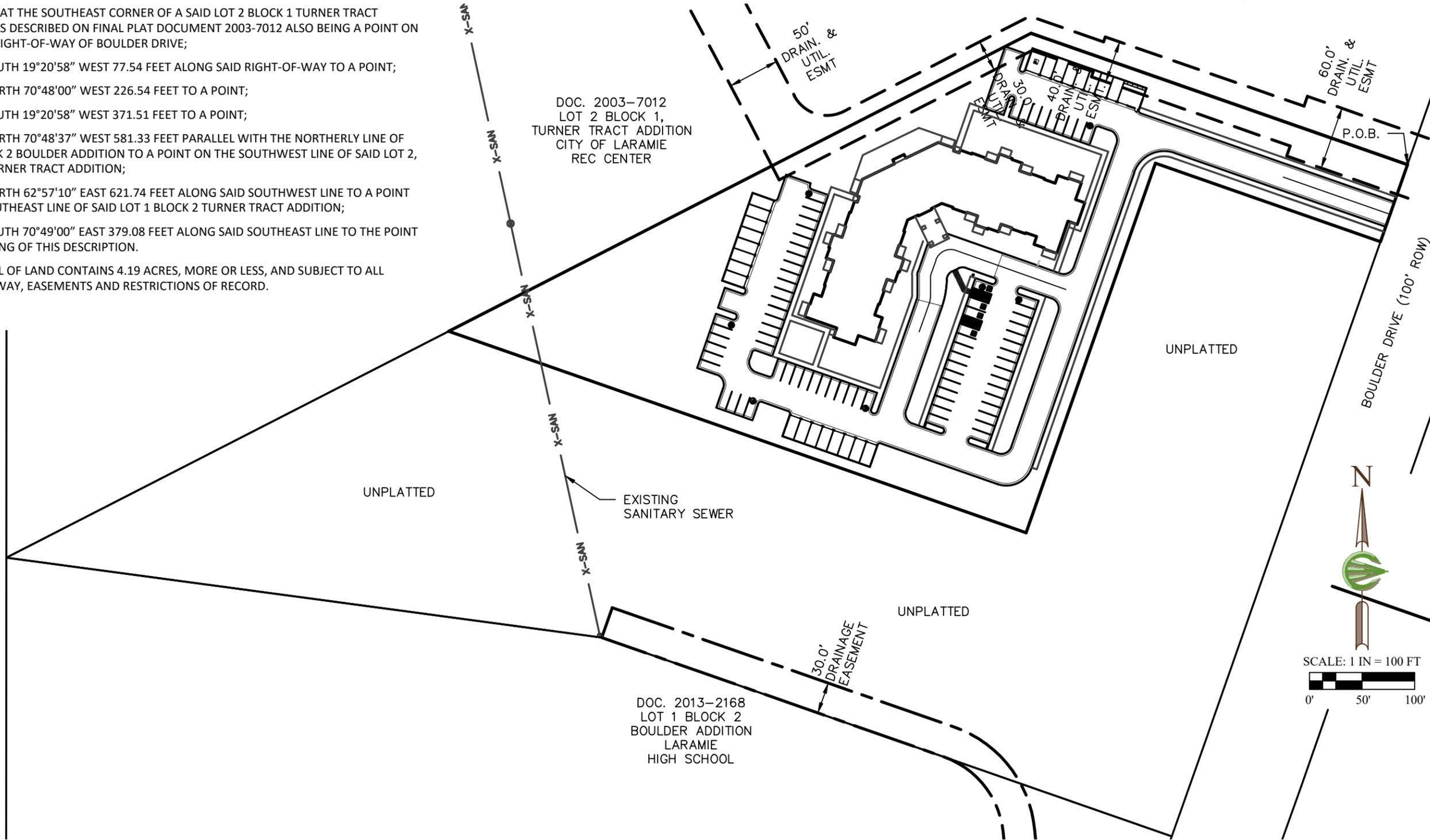
BEGINNING AT THE SOUTHEAST CORNER OF A SAID LOT 2 BLOCK 1 TURNER TRACT ADDITION AS DESCRIBED ON FINAL PLAT DOCUMENT 2003-7012 ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY OF BOULDER DRIVE;
 THENCE SOUTH 19°20'58" WEST 77.54 FEET ALONG SAID RIGHT-OF-WAY TO A POINT;
 THENCE NORTH 70°48'00" WEST 226.54 FEET TO A POINT;
 THENCE SOUTH 19°20'58" WEST 371.51 FEET TO A POINT;
 THENCE NORTH 70°48'37" WEST 581.33 FEET PARALLEL WITH THE NORTHERLY LINE OF LOT 1 BLOCK 2 BOULDER ADDITION TO A POINT ON THE SOUTHWEST LINE OF SAID LOT 2, BLOCK 1 TURNER TRACT ADDITION;
 THENCE NORTH 62°57'10" EAST 621.74 FEET ALONG SAID SOUTHWEST LINE TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 1 BLOCK 2 TURNER TRACT ADDITION;
 THENCE SOUTH 70°49'00" EAST 379.08 FEET ALONG SAID SOUTHEAST LINE TO THE POINT OF BEGINNING OF THIS DESCRIPTION.
 SAID PARCEL OF LAND CONTAINS 4.19 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS OF WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT
**LEGACY SENIOR RESIDENCES
 CORNERSTONE**
 SEC. 2, T15N, R73W, 6TH P.M.
 ALBANY COUNTY, WYOMING

Sheet: **1 / 1**
 Project: 1906.01
 Drawing: 1906.01LSR
 Drafted By: CGT
 Date: 10/10/16
 Rev. Date:
 Check By: DRC

EXHIBIT
**LEGACY SENIOR RESIDENCES
 CORNERSTONE**
 SEC. 2, T15N, R73W, 6TH P.M.
 ALBANY COUNTY, WYOMING

COFFEY
 ENGINEERING & SURVEYING
 902 S. 3rd St., Laramie, WY 82070
 [P] 307-742-7425 [F] 307-742-7403



- LEGEND:**
- ⊙ EXISTING SANITARY SEWER MANHOLE
 - X-SAN — EXISTING SANITARY SEWER LINE
 - P.O.B. POINT OF BEGINNING
 - LHS LARAMIE HIGH SCHOOL

OPTION TO PURCHASE REAL PROPERTY

THIS OPTION is granted on this 14th day of December, 2016, by and between the City of Laramie, a Wyoming Municipality ("Seller") and Cornerstone Associates, LLC, a foreign limited liability company registered to do business in the State of Wyoming ("Buyer"). The parties mutually agree and intend to do as follows:

1. GRANT OF OPTION. In consideration of the sum of One Thousand 00/100 Dollars (\$1,000.00) paid by Buyer to Seller, receipt of which is hereby acknowledged, and other good and valuable consideration, Seller hereby grants to Buyer the exclusive option to purchase the real property and premises which is a 3-4 acre, more or less, parcel of vacant land located on the westerly portion of Lot 4 on Boulder Drive, generally, but not particularly known as: part of Lot 1, Block 1, Santanka Heights. The subject Property is located on the west side of Boulder Drive, south of the Laramie Recreation Center and North of Laramie High School in Laramie, Wyoming.

It is Buyer's intent to develop the Property for a project generally defined as follows ("the Project"): Buyer's intends to develop a thirty-six (36) unit affordable senior independent living development. Buyer envisions creating a single, three story, "L" shaped building with both surface and garage parking, offering both one and two bedroom fully equipped apartment units, a gathering room and a dining room, as well as an exercise center and manager's office. Seller supports and agrees with Buyer's intended use of the Property for the Project.

2. EFFECTIVE DATE; EXPIRATION DATE. This option shall become effective immediately and shall expire at twelve o'clock midnight on the 30th day of December, 2017.

3. NOTICE OF EXERCISE. This option is to be exercised, if at all, by Buyer by a written notice of intent to proceed signed by Buyer and sent to Seller by United States postage paid mail, postmarked on or before December 30, 2016, addressed to Seller at the following address:

City Manager of the City of Laramie
406 Iverson Avenue
Laramie, Wyoming 82070.

4. PURCHASE PRICE. The price shall be set at Three and 29/100 Dollars (\$3.29) per square foot for the Property. The Property will consist of a three to four acre parcel of vacant land which would equate to 152,460 – 174,240 square feet for an estimated sum total ranging from \$501,593.40 to \$573,249.60, to be paid by Buyer in cash or certified funds at closing, as hereinafter provided, if this option is exercised. If the option is exercised, the sum paid for this option, \$1,000.00, shall be credited toward the cash payment to be made by Buyer at a closing.

It is acknowledged by the parties that an exact legal description of the Property has not yet been drawn or negotiated between the parties. The parties have agreed on the general location of the Property, as identified on the attached Exhibit "A". The purchase price has been determined by an appraisal and negotiations between the parties for the intended economic development benefit to the community. It is also based on the assumption that Buyer will purchase 3-4 acres at the price of Three and 29/100 Dollars (\$3.29) per square foot. If the parties later agree to define the parcel of land to include more or less than 3-4 acres exactly, the purchase price will be adjusted accordingly, based on the price per square foot stated above.

5. FAILURE TO EXERCISE OPTION. If Buyer does not exercise this option, the sum of \$1,000.00 paid by Buyer shall be returned by Seller to Buyer.

6. TERMS OF SALE. In the event the option is exercised, the parties shall negotiate and execute a purchase contract defining the other terms of sale, and the parties agree that their obligation to sell or purchase the property is expressly contingent on the parties entering a separate purchase agreement, and the parties agree that their obligation to enter a purchase agreement is expressly contingent upon or subject to:

- A. The purchase price being \$3.29 per square foot;
- B. The approval of the governing body of the Seller of the final purchase agreement;
- C. Seller's governing body complying with Title 15 of the Wyoming Statutes, including without limitation §15-1-112, which may include advertisements, public hearings, and other steps and requirements;
- D. The determination by Seller's governing body that the sale and Project will benefit the economic develop of Laramie and is otherwise in the best interests of the City;
- E. Buyer's written agreement to comply with all provisions of the Laramie Municipal Code, and all other applicable statutes, rules, regulations or restrictions, in its construction or development of the Project;
- F. Buyer's determination that the Project remains economically feasible for Buyer, including Buyer receiving satisfactory tax credits; and
- G. Buyer's written agreement to re-convey the property to Seller for the price which Buyer paid Seller, if construction of the Project has not begun within two years of the date of the purchase agreement, or if Buyer otherwise abandons the Project.

7. POSSESSION AND ACCESS. Seller shall grant Buyer reasonable access to the Property during the term of this option for purposes of inspection and otherwise necessary to for Buyer to fulfill its intent of Buyer's Project.

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

SELLER:
City of Laramie

BUYER:
Cornerstone Associates, LLC

By: _____, Mayor and
President of Laramie City Council
Date: _____


By: Bobbi Jo Lucas, President
Date: 12.14.16

Attest: _____,
City Clerk
Date: _____

Approve as to form by:

Robert Southard Date
Attorney for the City of Laramie

 12/14/16
Megan Overmann Goetz Date
Attorney for Cornerstone Associates, LLC

STATE OF WYOMING)
) ss.
COUNTY OF ALBANY)

The above and foregoing Contract was acknowledged before me by _____
on this ___ day of _____, 2016.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

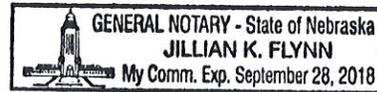
STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Contract was acknowledged before me by
Bobbi Jo Lucas, with full authority and abilities to bind Cornerstone Associates,
LLC on this 14th day of December, 2016.

WITNESS my hand and official seal.

Jillian K. Flynn
Notary Public

My Commission expires: 9-28-18



CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1957 amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie

Recommended Council MOTION:

“I move to approve Third Reading of Original Ordinance No. 1957 amending Chapters 13.40 and 13.44 of the Laramie Municipal Code to regulate water rates in the City of Laramie and authorize the Mayor and Clerk to sign.”

Administrative or Policy Goal:

Administrative 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.

Background:

Consistent with our objective of managing a sustainable water system while offering reasonable cost of service rates, the City retained the firm of Raftelis Financial Consultants (RFC) to develop recommended water rates for 2017 and 2018. In developing rate recommendations, RFC considered a number of factors including the City’s long range financial plans and the cost of service. Based upon an extensive analysis of these considerations the recommended water revenue adjustment for 2017 and 2018 is 2.5% per year.

RFC developed cost of service rates that proportionately recover cost of service from each customer class. The proposed cost of service rate retains the existing rate structure. RFC also developed transitional water rates that phase-in cost of service rates over time and increase water sales revenue by the amounts calculated in the financial plan.

To help show the effect of the proposed rate change, the Ordinance provides a comparison of existing rates and proposed (2017) rates. The proposed rate results in a \$1.03/month increase in the average residential water bill (based upon 5,000 gallon consumption).

RFC recommends the City adopt the proposed 2017 and 2018 transition water rates. RFC also recommends the City annually update the cost of service analysis and cost of service rates for subsequent years and adjust future transition rates as necessary to recognize changes in cost of service.

The attached ordinance also deletes Section 13.40.010 B. of the municipal code since it is obsolete language and in conflict with the existing water rate structure.

Legal/Statutory Authority:

Laramie City Council has legal authority to modify water rates.

Responsible Staff:

Earl Smith, P.E., Public Works Director

Janine Jordan, City Manager

Malea Brown, Administrative Services Director

Future dates are subject to change

| | |
|--------------------------------------|--------------------------|
| Introduction/1 st Reading | November 15, 2016 |
| 2 nd Reading | December 6, 2016 |
| 3 rd Reading | December 20, 2016 |

Attachments: Original Ordinance No. 1957

ORIGINAL ORDINANCE NO. 1957

INTRODUCED BY: Shumway

ENROLLED ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.40 AND SECTION 13.44 OF THE LARAMIE
MUNICIPAL CODE WHICH ESTABLISHES
THE WATER RATES FOR USERS OF MUNICIPAL WATER

WHEREAS, the City delivers high quality drinking water to a large customer base throughout a vast service area; and,

WHEREAS, the cost of that service has been increasing, especially taking into account the necessity of replacement of the aging water supply system in the City; and,

WHEREAS, the City is mandated by the State to establish a rate structure that insures the water utility enterprise is self-sustaining and not supported by the general fund, having the users of the water utility enterprise pay the expenses of that fund; and,

WHEREAS, the City has retained a professional group, Raftelis Financial Consultants (RFC), to study the water rate structure and report its findings, together with a recommendation for changes to address the future needs of the City with the demands of the water supply system and a rate structure to support those demands; and,

WHEREAS, that study has been completed and the results of the study, together with the recommendation by the consultants, having been presented to Council, and Council having fully considered the study and the recommendations; and,

WHEREAS, the Council finds that it is in the best interest of the City to amend the water rates to reflect the current cost of service to become effective on January 1, 2017; and,

WHEREAS, the Council finds that all of the specified increases are necessary to address the demands of the water supply system over the entire specified period of time;

WHEREAS, the Council finds that Section 13.40 (B) is obsolete and needs removed as services provided by Enterprise are paid for by City and University under contract.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING the following sections of Chapter 13.40 and 13.44 be, and the same hereby are, amended to read as follows:

Section 1. Section 13.40.010 Establishment - Purpose.

B. Deleted in its entirety.

Section 2. Section 13.44.010 Rate Schedules.

A. The charges for water service within the corporate boundaries of the City shall be based upon the size of the meter through which the water flows to provide service to the customer, together with a charge for the consumption of water provided.

1. There shall be a base charge per month for each meter of the following respective amounts:

| <u>Meter Size</u> <i>(inches)</i> | <u>Current</u> <u>2016</u> | <u>January 1,</u> <u>2017</u> | <u>January 1,</u> <u>2018</u> |
|--------------------------------------|-------------------------------|----------------------------------|----------------------------------|
| 3/4 | 20.80 | 21.83 | 23.16 |
| 1 | 34.30 | 36.01 | 38.51 |
| 1-1/2 | 61.10 | 62.23 | 66.53 |
| 2 | 93.60 | 94.25 | 100.79 |
| 3 | 197.70 | 203.59 | 218.18 |
| 4 | 325.10 | 332.41 | 355.84 |
| 6 | 600.30 | 600.30 | 627.62 |
| 8 | 871.30 | 871.30 | 889.78 |

- i. A water shutoff for a seasonal user shall not stop base fee meter charges.

2. Water consumption shall be charged through the meter per one thousand gallons in the following amounts that shall be increased in the following year in the respective amounts beginning on January 1:

| <u>Customer Class</u> | <u>Current</u> <u>2016</u> | <u>January 1,</u> <u>2017</u> | <u>January 1,</u> <u>2018</u> |
|-------------------------|-------------------------------|----------------------------------|----------------------------------|
| Inside | | | |
| Single Family | | | |
| First 3,000 gallons | 3.76 | 3.76 | 3.76 |
| 4,000 to 6,000 gallons | 4.69 | 4.69 | 4.69 |
| 7,000 to 24,000 gallons | 5.88 | 5.88 | 5.88 |
| Over 24,000 gallons | 8.82 | 8.82 | 8.82 |
| Multifamily | 3.68 | 3.69 | 3.69 |
| Commercial | 3.73 | 3.97 | 3.97 |
| University | 4.05 | 4.05 | 4.05 |
| Wholesale | 4.85 | 4.85 | 4.85 |
| Irrigation | 6.91 | 7.26 | 7.76 |
| UW-Rec Agreement | | 3.63 | 3.88 |
| UW-Jacoby | | 1.81 | 1.94 |

- B. For water delivered outside the corporate boundaries of the City, the charges shall be 125% of the in-city charges, if not separately contracted with the City.
- C. The charges under subsection 1 of this section shall be payable in advance. Charges under subsection 2 of this section shall be billed and payable following the billing period during which water was delivered.

Section 3. This ordinance shall become effective January 1, 2017 after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

David Paulekas, Mayor and President
of the City Council of the City of
Laramie, Wyoming

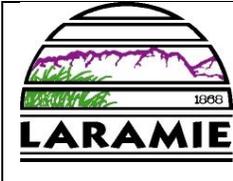
ATTEST:

Angie Johnson
City Clerk

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

First Reading 11/15/2016
Second Reading 12/6/2016
Third/Final Reading 12/20/2016

CITY OF LARAMIE COUNCIL REGULAR MEETING December 20, 2016



Agenda Item: Original Ordinance - 3rd Reading

Title: Original Ordinance No. 1958 amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie

Recommended Council MOTION:

“I move to approve Third Reading of Original Ordinance No. 1958 amending Chapter 13.48 of the Laramie Municipal Code to regulate wastewater rates in the City of Laramie and authorize the Mayor and Clerk to sign.”

Administrative or Policy Goal:

Administrative 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.

Background:

Consistent with our objective of managing a sustainable wastewater system while offering reasonable cost of service rates, the City retained the firm of Raftelis Financial Consultants (RFC) to develop recommended 2017 and 2018 wastewater rates. In developing rate recommendations, RFC considered a number of factors including the City’s long range financial plans and the cost of service. Based upon an extensive analysis of these considerations the recommended wastewater revenue adjustment for 2017 and 2018 is 3% per year.

RFC developed cost of service rates that proportionately recover cost of service from each customer class. The proposed cost of service rate retains the existing rate structure. RFC also developed transitional wastewater rates that phase-in cost of service rates over time and increase wastewater sales revenue by the amounts calculated in the financial plan.

To help show the effect of the proposed rate change, the Ordinance provides a comparison of existing rates (2016) and proposed rates. The proposed rate results in a \$1.19/month increase in the average residential wastewater bill (based upon 4,000 gallon consumption).

RFC recommends the City adopt the proposed 2017 and 2018 transition wastewater rates. RFC also recommends the City annually update the cost of service analysis and cost of service rates for subsequent years and adjust future transition rates as necessary to recognize changes in cost of service.

Legal/Statutory Authority:

Laramie City Council has legal authority to modify wastewater rates.

Responsible Staff:

Earl Smith, P.E. Public Works Director

Janine Jordan, City Manager

Malea Brown, Administrative Services Director

Future dates are subject to change

| | |
|--------------------------------------|--------------------------|
| Introduction/1 st Reading | November 15, 2016 |
| 2 nd Reading | December 6, 2016 |
| 3 rd Reading | December 20, 2016 |

Attachments:

Original Ordinance No. 1958

ORIGINAL ORDINANCE NO. 1958

INTRODUCED BY: Hanson

ENROLLED ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.48 OF THE LARAMIE MUNICIPAL CODE
WHICH ESTABLISHES
THE WASTEWATER RATES FOR USERS OF MUNICIPAL WATER.

WHEREAS, the City has been furnishing water to various customers in ever increasing numbers for a large number of years and the means of disposing of that water through the wastewater system; and,

WHEREAS, the cost of that disposal and treatment has been increasing, especially taking into account the necessity of replacement of the aging wastewater disposal system in the City; and,

WHEREAS, the City is mandated by the State to establish a rate structure that insures the wastewater disposal and treatment enterprise account is self sustaining and not supported by the general fund, having the users of the enterprise account pay the expenses of that account; and,

WHEREAS, the City has retained a professional group, Raftelis Financial Consultants, to study the wastewater rate structure and report its findings, together with a recommendation for changes to address the future needs of the City with the demands of the wastewater disposal and treatment system and recommend a rate structure to support those demands; and,

WHEREAS, that study has been completed and the results of the study, together with the recommendation by the consultants, having been presented to Council, and Council having fully considered the study and the recommendations; and,

WHEREAS, the Council finds that it is in the best interest of the City to amend the wastewater rates to reflect the current cost of service to become effective on January 1, 2017; and,

WHEREAS, the Council finds that all of the specified increases are necessary to address the demands of the wastewater disposal system over the entire specified period of time;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE, WYOMING that the following sections of Chapter 13.48 be, and the same hereby are, amended as follows:

Section 1. Section 13.48.010 Rate Schedules.

A. The user rates are hereby established to be charged as follows:

1. Base rate – The monthly base charge for residential and nonresidential users shall be in accordance with the following table:

| <u>Meter Size</u> (inches) | <u>Current</u> <u>2016</u> | <u>January 1,</u> <u>2017</u> | <u>January 1,</u> <u>2018</u> |
|-------------------------------|-------------------------------|----------------------------------|----------------------------------|
| 3/4 | 11.66 | 12.13 | 12.63 |
| 1 | 16.66 | 16.66 | 17.44 |
| 1-1/2 | 29.02 | 29.02 | 29.35 |
| 2 | 43.96 | 43.96 | 43.96 |
| 3 | 91.18 | 91.18 | 91.18 |
| 4 | 153.68 | 153.68 | 153.68 |
| 6 | 315.58 | 315.58 | 315.58 |
| 8 | 451.54 | 451.54 | 451.54 |

2. Volume rate – The volume flow for residential users will be the average monthly water usage in units (one unit = one-thousand gallons) for January, February and March of the previous year as measured by water meter readings. The volume of flow for nonresidential users will be the water usage measured by water meter readings. In the event valid meter readings are not available, Section 13.44.030 shall be applied to determine the volume of flow. The volume rate per unit for residential, commercial, university, and wholesale users shall be in accordance with the following table.

| <u>Customer Class</u> | <u>Current</u> <u>2016</u> | <u>January 1</u> <u>2017</u> | <u>January 1</u> <u>2018</u> |
|-----------------------|-------------------------------|---------------------------------|---------------------------------|
| Residential | 3.87 | 4.05 | 4.21 |
| Commercial-CA | 7.12 | 7.73 | 8.35 |
| Commercial-CB | 7.33 | 7.92 | 8.52 |
| Commercial-CC | 4.14 | 4.20 | 4.39 |
| Commercial-CD | 4.57 | 4.85 | 5.14 |
| Commercial-CE | 3.80 | 3.97 | 4.18 |
| Commercial-CF | 5.51 | 6.04 | 6.57 |
| Commercial-CG | 3.58 | 3.82 | 4.06 |
| University-UC | 4.12 | 4.23 | 4.42 |
| University-UE | 3.88 | 4.06 | 4.25 |
| University-UG | 3.56 | 3.58 | 3.89 |
| Wholesale | 3.87 | 3.87 | 4.04 |

Section 2. This ordinance shall become effective January 1, 2017 after passage, approval and publication.

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

David Paulekas, Mayor and
President of the City Council of the
City of Laramie, Wyoming

ATTEST:

Angie Johnson,
City Clerk

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

| | |
|---------------------|------------|
| First Reading | 11/15/2016 |
| Second Reading | 12/6/2016 |
| Third/Final Reading | 12/20/2016 |

UPCOMING COUNCIL MEETINGS December 20, 2016

All meetings at City Hall, 406 Ivinson 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

8:30 a.m. - Council Retreat: Recreation Center, expected end time: 4:00 p.m.

January 10, 2017

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: Boards and Commissions Overview (*tentative*)

6:00 p.m. - Work Session: Curb and Gutter Concrete Condition (*tentative*)

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

January 11-13, 2017

WAM Winter Workshop (Cheyenne, WY)

January 17, 2017

6:00 p.m. - Pre-Council

6:30 p.m. - Public Hearing: Original Ordinance No. 1959: Amending Chapter 15.14 to alter landscaping requirements for AV (Aviation) District. (*tentative*)

6:30 p.m. - Public Hearing: Original Ordinance No. 1960: Rezoning portion of Laramie Regional Airport from AE (Airport Enterprise) to AV (Aviation). (*tentative*)

6:30 p.m. - Regular Meeting

January 24, 2017

6:00 p.m. - Work Session: Public Comments

6:00 p.m. - Work Session: Public Works Project Updates (*tentative*)

6:00 p.m. - Work Session: City Council Updates/Council Comments

6:00 p.m. - Work Session: Agenda Review

6:00 p.m. - Work Session: Public Comments

January 31, 2017

6:00 p.m. - Ward Meetings: **Ward 1** - Jury Room, City Hall

Ward 2 - Council Chambers, City Hall

Ward 3 - Fire Station 2

February 7, 2017

6:00 p.m. - Pre-Council

6:30 p.m. - Regular Meeting

UPCOMING COUNCIL MEETINGS December 20, 2016

All meetings at City Hall, 406 Iverson Street, unless noted.

February 14, 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

February 21, 2017

- 6:00 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

February 28, 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

March 7, 2017

- 6:00 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

March 14, 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

March 21, 2017

- 6:00 p.m. - Pre-Council**
- 6:30 p.m. - Regular Meeting**

March 28, 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

FUTURE CITY COUNCIL WORK SESSIONS 12/20/2016

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)
West Side Development (Henry)
*Boards & Commissions (Pearce)
3rd Street Mobility Report (Summerville)
Rental Program (Summerville, Weaver)

Requested by Staff:

Downtown Design Guidelines Revisions (CD)
*Restaurant and Pool Inspection Program Future (Jordan)
Storm Water Program and Funding (Jaap/Jordan)
*(Under Public Works Updates) North-Side Tank Project (Smith)
Wastewater Master Plan (Smith)
*Boards and Commissions Overview (Jordan)
*Curb and Gutter Concrete Condition (Smith)

* Scheduled, not held.