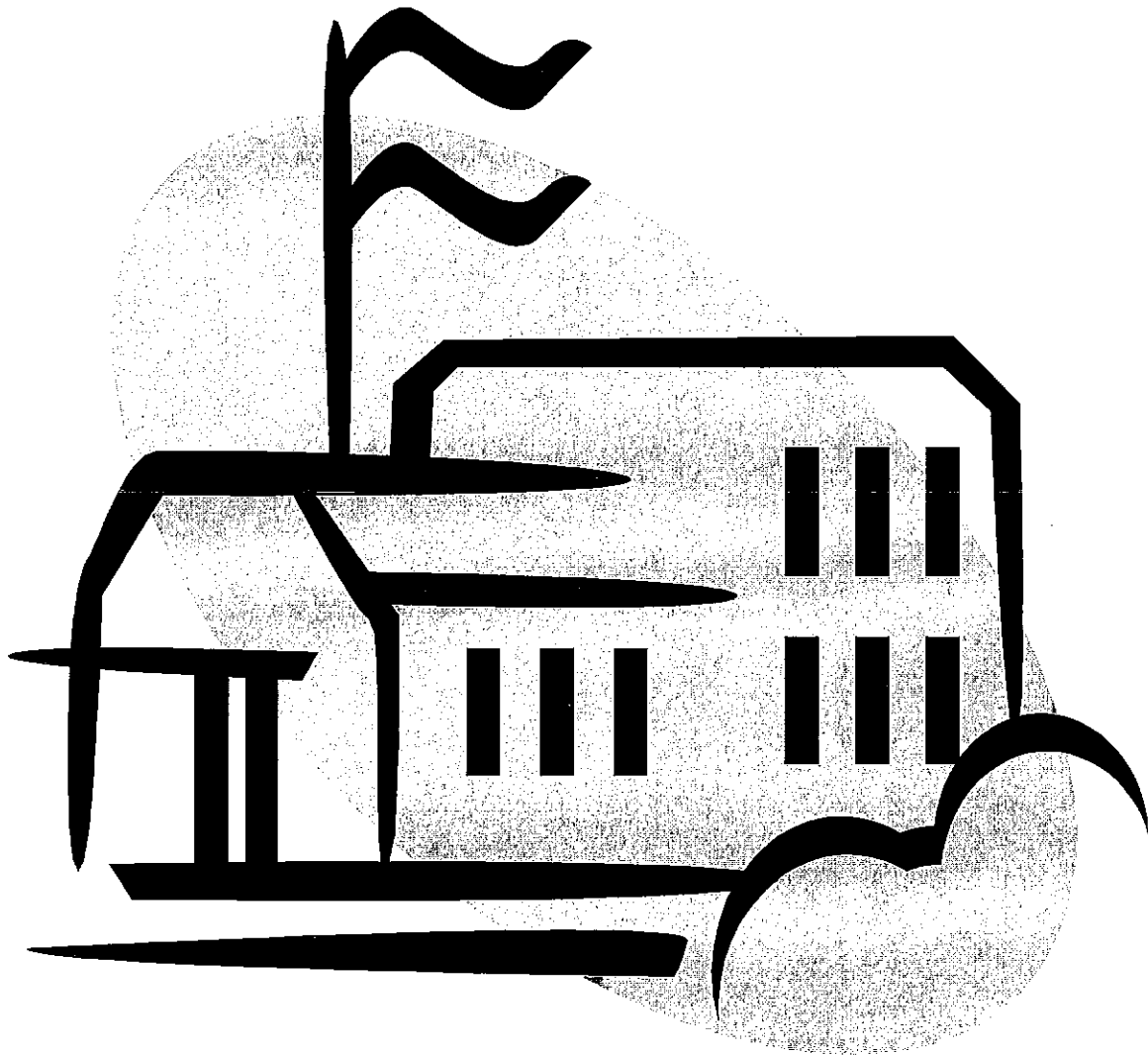


# ***School Facilities Commission***

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***March 18, 2008***

***Casper, Wyoming***

# *School Facilities Commission Meeting*

*9:00 a.m. Tuesday, March 18, 2008*  
*University of Wyoming - Outreach Building*  
*Casper, Wyoming*

## **WORK SESSION AGENDA**

- ◆ Concrete Association Presentation – Don Clem, P.E.
- ◆ Performance Based Contracting – Madeline Algier

# *School Facilities Commission Meeting*

*10:00 a.m. Tuesday, March 18, 2008*

*University of Wyoming - Outreach Building*

*Casper, Wyoming*

## **REVISED AGENDA**

(3/12/08)

- |  |             |
|--|-------------|
| <b>1. Call to Order</b>  | Action      |
| <b>2. Approval of Meeting Agenda</b>   | Action      |
| <b>3. Approval of Previous Meeting Minutes (TAB 1)</b>   | Action      |
| <b>4. Current Business</b>   |             |
| a. Sweetwater 1 Request (Rock Springs) – Infrastructure Funds – Lance Johnson (TAB 2)                              | Action      |
| b. Sheridan 2 Request (Sheridan) – Infrastructure Funds – Ken Daraie (TAB 3)                                       | Action      |
| c. Fremont 25 – Agreement with City of Riverton – Michael O'Donnell (TAB 4)  | Action      |
| d. Rules & Policies – Donna Murray   | Information |
| e. Policy on Mechanical Space Relative to Guideline Square Footage (1 <sup>st</sup> Reading) – Ken Burnett (TAB 5) | Information |
| f. Policy on FF&E (1 <sup>st</sup> Reading) – Nancy Thomson (TAB 6)  | Information |
| g. Policy on Land Acquisition (1 <sup>st</sup> Reading) – Donna Murray (TAB 7)                                     | Information |
| h. Legislative Session Review – Ken Daraie   | Information |
| <b>5. Commission Meeting Schedule</b>  | Information |
| <b>6. Public Comments</b>  | Information |
| <b>7. Commissioner &amp; Director Comments</b>   | Information |
| <b>8. Potential Project Budget Overruns</b>  | Action      |
| <b>9. Executive Session</b>  | Action      |
| <b>10. Adjournment</b>   | Action      |

**Minutes of the School Facilities Commission  
Laramie County School District No. One  
Board Room  
Cheyenne, Wyoming**

**January 15, 2008**

Chairman Gilpatrick called the meeting to order at 10:00 a.m.

Present: Commissioner Algier, Commissioner Ferris, Commissioner Goodson, Commissioner Marsh, Commissioner McBride, Chairman Gilpatrick and Director Daraie.

**Approval of Meeting Agenda**

*Commissioner Marsh made a motion to approve the meeting agenda with the addition of an Executive Session to discuss personnel issues after Commissioner and Director Comments and change item A. - 2009-2010 Prioritized Project List Review to an information item. Commissioner McBride seconded the motion. Motion passed unanimously.*

**Approval of Previous Meeting Minutes**

*Commissioner Algier made a motion to approve the previous meeting minutes from the November 19, 2007 meeting as presented.*

Commissioner Marsh suggested the words "continued" be replaced with "contended" within the motion on page four and page five.

*Commissioner McBride seconded the motion. Motion passed unanimously.*

**Current Business**

**2009-2010 Prioritized Project List Review**

Director Daraie informed the Commission on the process used to develop the prioritized project list for the 2009-2010 budget. Director Daraie indicated the process was evolving and the project list was just one step in the overall process that would improve as time goes on.

Director Daraie indicated the project list would require changes as data changes and stated the tools being used were not perfect, but with the assistance from the Districts, steps have been taken to improve on the tools so reliable and valid data could be used when making decisions.

Director Daraie discussed the various steps used within the process and the various assessments used to develop the project list.

Director Daraie stated there was \$10 million budgeted for off-site infrastructure funds for the sole benefit of the schools, paying for our fair share, which was the legislative intent. Director Daraie stated he had confirmed this with Senator Phil Nicholas, the Governor and the Commission policy.

Director Daraie also addressed the need for the SFC and districts to utilize funds and/or grants from all available agencies for off-site development surrounding schools and encourage communication early in the process with cities and communities.

Director Daraie commented on the charge from the IBS session to collect data for an appropriate school footprint (construction guidelines) and the commitment made to the legislature to provide a boundary for all to utilize when designing schools. Director Daraie commented on the net-to-gross ratio and efficiency and how this will need to be addressed in the future.

Director Daraie informed the Commission of the process for requesting exceptions to the guidelines, which involved a public hearing before the Commission. Director Daraie commented on Wyoming's finite resources and how every dollar spent does affect other Districts and the need for Districts to provide compelling data for any exception requests.

Commissioner McBride stated there should be a direct link between capacity and the funding model.

Commissioner McBride suggested a senior member of School Facilities staff attend the SLIB board meetings and Business Ready Community meetings to stay informed of various community infrastructure needs.

Commissioner Marsh emphasized the point the Supreme Court opinion stated, that infrastructure needs should be a fair cost to the school district.

Mrs. Margie Simineo, Superintendent from Laramie County School District No. 2, expressed her appreciation to Director Daraie for his comments regarding the project list. Mrs. Simineo explained how her community viewed the SFC's misperception in regards to the Pine Bluffs school project and provided insight from the community's view of the process over the last several years.

Mr. Kirk Schmidt stated the project list was not a guarantee of anything and was not an entitlement, especially if the District was not ready to build. Mr. Schmidt questioned what process would be used if funding for a project on the list was re-allocated to another project. Mr. Schmidt stated this had happened to their District in the past and was unclear of the process being used.

Director Daraie stated a similar process was used, and in previous budgets funds were reallocated to address inflation costs. Director Daraie stated this would not happen going forward without communication with the District involved. Director Daraie stated the SFC has committed to the projects that are funded, although District priorities may change and a District may reassess their needs.

Director Daraie informed the Commission that the first layer of funds from the 2009-2010 budget will go towards projects underfunded from previous years; which is approximately \$50 million.

Director Daraie indicated that if a project had begun the SFC was committed to finish it. However, if a project had not begun, and there were no funds available for whatever reason, the SFC was not providing a guarantee to do that project. He continued that at this point the SFC, District and all involved will have to work together to find a remedy.

Director Daraie stated the Commission was making a commitment to go forward with the project list to the extent that funds were available, and projects would not be taken off the list due to any new or revised reassessment efforts. The only exception would be due to human error and/or omissions within the data. He continued the process was better than it was two years ago and would be even better in the future.

Commissioner Marsh stated the Commission, Ken Daraie or a member of the staff would be willing to visit Districts and provide explanation to the communities regarding this process to ensure the process is transparent to all involved.

Director Daraie indicated that some projects were partially funded to manage the time line and deployment of dollars (cash flow). Director Daraie stated if a project was not able to begin until the latter part of the biennium, it would be prudent to make adjustments in funding and the legislature agreed with this.

***At 11:11 a.m., a 20-minute recess was taken. The regular meeting reconvened at 11:26 a.m.***

Commissioner Algier questioned if the educational suitability aspect in the process would impact the current project list. Director Daraie stated it would not affect the list for this budget session.

### **Campbell IV Supreme Court Opinion**

Ms. Amy Pauli provided a brief overview of the Supreme Court Opinion and how it related to the SFC. Ms. Pauli stated the system, as a whole, was constitutional and all the hard effort was successful.

Commissioner Goodson expressed his appreciation to Michael O'Donnell and his staff for their effort and requested Director Daraie to inform Mr. O'Donnell of the Commissioners appreciation.

### **Campbell 1 Request**

Director Daraie informed the Commission that Campbell County School District Number One has chosen to adjust the school design to fit within the guidelines which would make their previous request unnecessary.

***Commissioner Goodson made a motion to bring the agenda item previously tabled back to the floor. Commissioner Algier seconded the motion. Motion passed unanimously.***

School Facilities Commission

January 15, 2008

Page 3 of 7

Director Daraie commented on the conversation surrounding this request, which was special education and special needs, and the Districts desire to concentrate these activities within one or two schools. There were questions and implications about this and very strict federal guidelines that needed to be discussed.

Director Daraie commented that the District could meet the need within the current guidelines and if there was additional need for square footage outside of our guidelines the District would fund it.

### **Policy Review – Use of Major Maintenance Funds**

Director Daraie commented on the need to clarify the use of major maintenance funds for new construction or features.

Director Daraie stated that Mr. Ken Burnett determines the appropriateness of the use of major maintenance funds and would like discussion surrounding any changes in the use be held in a public meeting and open to discussion.

Director Daraie informed the Commission the one area of concern is the use of major maintenance funds for new construction or new features and sited an example where a school converted a storage room into a technology equipment room and had to install new air conditioning for the equipment. Director Daraie stated by strict definition the air conditioning would not be paid for with major maintenance funds. However, when looking at restoring the room and/or school for the intended purpose, it would be appropriate to fund through major maintenance.

Commissioner McBride expressed his appreciation to the Districts for utilizing major maintenance funds to install security systems.

Director Daraie informed the Commission that the second item regarding major maintenance was the use of major maintenance funds for District personnel salaries. Director Daraie stated it was his understanding that the policy permitted the use of major maintenance funds for wages for District personnel when self performing work associated with facility plan projects was used in lieu of a contractor.

Director Daraie stated this should not be confused with major maintenance funds being used for a full time administrative position in a central office that oversee maintenance operations, which was requested and granted in the past.

Commissioner McBride commented on the funding model and how it provides for grounds keeper and maintenance staff salaries and the adequate funds within the model.

Director Daraie stated he did not believe full-time salaries should be paid out of major maintenance funds.

Mrs. Margie Simineo stated that her district has been paying a salary position from major maintenance funds for three years and she did receive approval via their facility plan from the Commission. Mrs. Simineo expressed her concern and stated her maintenance

positions are funded from within the model, but the District also has a full time position to oversee and manage all the projects which is funded from major maintenance.

Chairman Gilpatrick commented on the long discussions in the past regarding the issue and understood it was only for District personnel self-performing the work.

Director Daraie informed the Commission that this was his interpretation, but was requesting direction going forward.

Commissioner Goodson agreed with Chairman Gilpatrick's comments.

### **Uinta 1 Request – Use of Major Maintenance**

Mr. Lance Johnson introduced Pat Rooney, Dan Selleroli and Dennis Wilson from Uinta County School District Number One. Mr. Johnson stated the District was requesting the approval of the Commission to reimburse wages for self performing work on a project.

Mr. Pat Rooney provided a description of the scope of work and how the District's personnel would be performing some of the work in lieu of a contractor and how this could save time and money.

Commissioner McBride stated he had a problem with the request as the District was paying their personnel through the funding model for work performed during normal business hours and then the SFC would also reimburse the same personnel for the same business hours. Commissioner McBride asked that the Commission look closer at the statute and address this issue.

Discussion was held on the bidding process and the statutes surrounding bidding a project due to the scope and value of the project and the fact that District personnel would be competing with local contractors.

*Commissioner Marsh made a motion to deny the request by Uinta County School District No. 1 to use major maintenance funds to cover expenditures for district personnel self-performing work on the Evanston High School data networking project. However, district personnel may bid the project and if they are successfully awarded the bid it would be contingent on personal taking leave without pay from current positions to perform the work which would include employee benefits within the bid. Commissioner Goodson seconded the request.*

*Commissioner Marsh asked that the wording "and be compliant with Wyoming Statutes" be added to the end of the said motion.*

*Motion passed with Commissioner Ferris, Commissioner Goodson, Commissioner Marsh, Commissioner McBride and Chairman Gilpatrick voting in favor of the motion and Commissioner Algier voting against the motion.*

## **Commissioner Quarterly Report**

Ms. Nancy Thomson stated the staff intended to update the Commission on capital construction projects via the quarterly report.

### **Commission Meeting Schedule**

Conversation was held regarding the frequency of the Commission meetings and several Commissioners suggested holding meetings every other month, and if a need arises a conference call meeting would be scheduled.

*Commissioner Marsh made a motion to hold the Commission meetings on a bi-monthly basis and suggested the current scheduled dates be held in case a meeting is needed and the next meeting would be March 18, 2008. Commissioner McBride seconded the motion. Motion passed unanimously.*

Chairman Gilpatrick asked Director Daraie to advise the Commission if issues arise that may require a meeting before the next scheduled date.

### **Public Comments**

Kirk Schmidt questioned if mechanical space was included in the gross square foot number and counted as gross to net.

Discussion was held on how and if mechanical space should be counted in the gross footprint regardless of the location of the mechanical equipment.

Commissioner Marsh directed the staff to address this issue in a policy to avoid any additional miscommunication.

### **Commissioners Comments**

Commissioner McBride stated all are striving to make the process better and efficient use of space is critical.

Commissioner Marsh expressed his appreciation to Michael O'Donnell, Amy Pauli and the School Districts for their effort regarding the Supreme Court case. Commissioner Marsh stated we were blessed to be able to do what we can for children, but the drain on funds the case created was a sad thing.

Commissioner Algier expressed her appreciation to the Districts wanting to save funds and expressed her appreciation to the contractors in the state.

Director Daraie informed the Commission of the JAC meeting scheduled for Thursday at 8:00 a.m. Director Daraie stated support and presence from the Commission and Districts were welcome.

Director Daraie commented on the process, how it is still evolving and how it is not perfect, but with the help of all involved, it would improve. Director Daraie stated he

expected every district to have an appreciation for every other district within the state and for state funds.

*Commissioner Marsh made a motion to move into Executive Session at 1:38 p.m. Commissioner Algier seconded the motion. Motion passed unanimously.*

*The regular meeting adjourned at 2:55 p.m.*

**Tab 2**

**ACTION SUMMARY SHEET  
School Facilities Commission Meeting  
March 18, 2008**

**ITEM:** Sweetwater 1 Request (Rock Springs) -- Infrastructure Funds

**BACKGROUND INFORMATION:**

Sweetwater County School District #1 (SCSD#1) has entered into an agreement with the United States Bureau of Land Management (BLM) for the purchase of 124 acres of land within the City of Rock Springs for new school construction. The first phase of this development will be a new 64,825 square foot K-4 elementary school on the southerly twenty acres of the property; this land is undeveloped and will need roadways and infrastructure to access the property and accommodate the utilities. The SFC is currently working with the City of Rock Springs and the School District to address the infrastructure needs and to document the responsible parties for funding. (See the attached MOU).

There is a housing development to the south of Reagan Street and the developer was required to build Reagan Street and install utilities of which one half of the construction and infrastructure cost will be the responsibility of SCSD#1 and funded from the capital construction funds (\$214,232).

To the west of the new proposed school is Summit Street, this is an undeveloped road. Six hundred and ninety-five (695) feet of water pipe, sewer pipe, curb and gutter sidewalk and asphalt roadway will be required to be constructed for access to the new school property. One half of the cost of this roadway will be funded from the capital construction funds (estimated cost is \$237,465) and one half of the funding will need to come from "off site infrastructure" funds (estimated cost is \$237,465).

To the west of Summit Street is a city water canal running the entire length of Summit Street which will prevent any development or access to that property, therefore there will not be any recapture available from the development of this street. The use of the street will be limited to the occupants of the phase one K-4 elementary and the phase two occupancy of a new 5-6 elementary.

Sweetwater County School District #1 is requesting an estimated amount of \$237,465 of the "off site infrastructure" funds to complete one half of phase one - Summit Street.

**SUGGESTED MOTION(S):**

Approve:

I move the Commission approve the request from Sweetwater County School District Number One to use \$237,465 (estimated) in infrastructure funds for the new K-4 Elementary School in Rock Springs.

Deny:

I move the Commission deny the request from Sweetwater County School District Number One to use \$237,465 (estimated) in infrastructure funds for the new K-4 Elementary School in Rock Springs.

# Sweetwater County - Rock Springs

March 2008

## K-4 School Offsite Improvements Summit Street Conceptual Construction Cost Estimate

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
<b>I.</b>	<b>Project Overhead</b>				
	Contract Bond & Insurance	LS	1	\$ 3,775.00	\$3,775.00
	Mobilization/ Demobilization	LS	1	\$ 15,000.00	\$15,000.00
	Traffic Control	LS	1	\$ 750.00	\$750.00
	Site Safety	LS	1	\$ 1,500.00	\$1,500.00
	Force Account	LS	1	\$ 3,000.00	\$3,000.00
	Project Surveying	LS	1	\$ 4,000.00	\$4,000.00
	Storm Water Control & Erosion Control	LS	1	\$ 3,000.00	\$3,000.00
	<b>Sub Total Project Overhead</b>				<b>\$31,025.00</b>
<b>II.</b>	<b>Earthwork</b>				
	Removal of Existing Structures & Obstructions	LS	1	\$ 750.00	\$750.00
	Unclassified Excavation	CY	2,980	\$ 3.50	\$10,430.00
	Rock Excavation	CY	300	\$ 40.00	\$12,000.00
	Fabric Stabilization	SY	1,000	\$ 2.00	\$2,000.00
	Sub Grade Preparation (Summit Drive and Private Drive)	LS	1	\$ 5,000.00	\$5,000.00
	Topsoil Stripping & Stockpiling	CY	1,260	\$ 1.50	\$1,890.00
	Topsoil Placing	CY	400	\$ 2.50	\$1,000.00
	Water - Compaction & Dust Control	MG	300	\$ 18.50	\$5,550.00
	Crushed Base Grading 'W' - 8"	SY	4,010	\$ 7.70	\$30,877.00
	Plant Mix Bituminous Pavement Type 'A' - 4"	SY	4,010	\$ 10.50	\$42,105.00
	4" Rototill Tailings (w/ optional C.B. surfacing)	SY	240	\$ 5.25	\$1,260.00
	Sidewalk - 4" Concrete (includes 4" C.B.)	SY	650	\$ 37.00	\$24,050.00
	Valleypan (includes 4" C.B.)	SY	100	\$ 52.00	\$5,200.00
	Seeding, Fertilizer & Mulch	AC	3.00	\$ 1,803.00	\$5,409.00
	Asphalt Patching w/ Sawcut	SY	40	\$ 32.00	\$1,280.00
	Curb & Gutter - Type 'A' (30")	LF	1,226	\$ 21.00	\$25,746.00
	Filet (R-20) (includes 4" C.B.)	EA	4	\$ 2,500.00	\$10,000.00
	Signs	SF	30	\$ 20.00	\$600.00
	<b>Sub Total Earthwork</b>				<b>\$185,147.00</b>
<b>III.</b>	<b>Utility Infrastructure</b>				
	8" PVC C-900 Water Main DR14	LF	1,500	\$ 39.50	\$59,250.00
	8" Tee	EA	1	\$ 431.00	\$431.00
	8"x6" Tee	EA	2	\$ 320.00	\$640.00
	8" Gate Valve	EA	2	\$ 1,193.00	\$2,386.00
	8" - 11 1/4" Bend	EA	1	\$ 305.00	\$305.00
	8" - 90° Bend	EA	1	\$ 337.00	\$337.00
	8" Plug (includes cap & thrust block)	EA	1	\$ 306.00	\$306.00
	12" PVC C-900 Water Main	LF	680	\$ 42.00	\$28,560.00
	12" Plug (includes cap & thrust block)	EA	1	\$ 350.00	\$350.00
	12" Gate Valve	EA	3	\$ 1,485.00	\$4,455.00
	12" x 8" Tee	EA	1	\$ 570.00	\$570.00
	Fire Hydrant Assembly	EA	5	\$ 4,425.00	\$22,125.00
	6" Gate Valve	EA	2	\$ 1,085.00	\$2,170.00
	6" PVC C900 Fireline	LF	40	\$ 36.00	\$1,440.00
	6" Plug	EA	2	\$ 350.00	\$700.00
	8" PVC SDR 35 Sanitary Sewer	LF	1,800	\$ 35.25	\$63,450.00
	4" PVC Sewer Service w/ cap, SDR 35(includes wye,20' stub, & marker post)	EA	2	\$ 1,100.00	\$2,200.00
	4' Diameter Manhole	EA	6	\$ 3,223.00	\$19,338.00
	12" RCP Storm Drain	LF	70	\$ 50.50	\$3,535.00
	12" RCP FES (w/ Trash Rack)	EA	2	\$ 850.00	\$1,700.00
	Pothole Utilities	EA	3	\$ 445.00	\$1,335.00
	<b>Sub Total Utility Infrastructure</b>				<b>\$215,583.00</b>

- Development Fees not included

**ESTIMATED STREET & ALLEY, GRADING, AND UTILITY COSTS**  
**PROJECT CONTINGENCY (@10%)**  
**GRAND TOTAL - ESTIMATED DEVELOPMENT COST**

431,755.00
43,175.50
<b>474,930.50</b>

**Lewis & Lewis, Inc.**

P.O. Box 1928, Rock Springs, WY 82902

Phone: (307) 362-7948 - Fax: (307) 382-4619

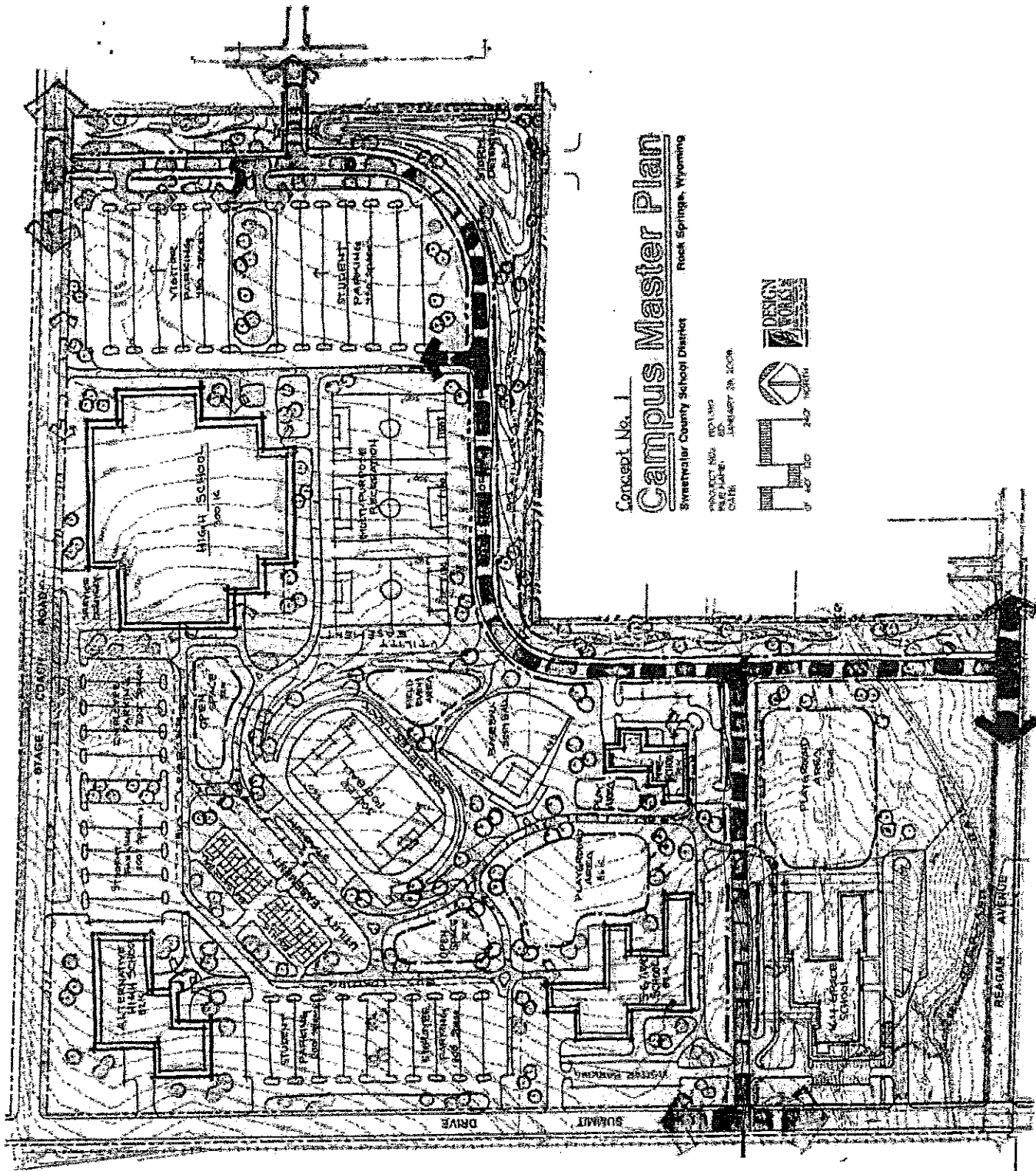
**Job Quotation**

Owner: WYOMING SCHOOL FACILITY COMMISSION

Project: REAGAN AVE.

Bid Date: June 12, 2007

Item #	Description	Unit	Qty	Unit Price	Notes	Total Price
<b>LEWIS &amp; LEWIS</b>						
A)	Install 10" base and 4" asphalt paving.	sy	8088	\$ 28.80	1,2	\$ 232,934.40
B)	Fine grade sub grade	sy	8088	\$ 1.00	1,2	\$ 8,088.00
C)	Clear and grub site, cut and fill	ls	1	\$ 29,700.00	1,2	\$ 29,700.00
D)	Curb and gutter w/ sidewalk	lf	2800	\$ 38.00		\$ 106,400.00
E)	Valley gutters and fillets	EA	2	\$ 3,000.00		\$ 6,000.00
F)	handicap ramps	ea	4	\$ 400.00		\$ 1,600.00
G)	Catch basins	EA	3	\$ 3,750.00		\$ 11,250.00
H)	STORM DRAIN MANHOLE	EA	1	\$ 4,000.00		\$ 4,000.00
I)	18" ADS	LF	85	\$ 38.50		\$ 3,272.50
J)	12" PVC H2O	LF	100	\$ 36.00		\$ 3,600.00
K)	12" GATE VALVE W/BOX	EA	4	\$ 2,500.00		\$ 10,000.00
L)	12" FITTING	EA	5	\$ 875.00		\$ 4,375.00
M)	FIRE HYDRANT	EA	2	\$ 3,622.00		\$ 7,244.00
	<b>TOTAL</b>					<b>\$ 428,463.90</b>
	<b>A &amp; T LAND DEVELOPMENT</b>	50%				<b>\$ 214,231.95</b>
	<b>WYOMING SCHOOL FACILITY COMMISSION</b>	50%				<b>\$ 214,231.95</b>



Concept No. 1  
**Campus Master Plan**  
 Sweetwater County School District  
 Rock Springs, Wyoming

PROJECT NO. 101-100  
 PREPARED BY: J.D. LAMBERT, P.E.  
 DATE: JANUARY 28, 2008



# **Memorandum Of Understanding between the Wyoming School Facilities Commission, Sweetwater County School District #1 and the City of Rock Springs, Wyoming.**

**Parties.** This Memorandum of Understanding (MOU) is entered into this 11<sup>th</sup> day of March, 2008, by and between Sweetwater County School District No. 1 (SCSD#1) and its Board of Trustees, the Wyoming School Facilities Commission (WSFC), and the City of Rock Springs, Wyoming, a Wyoming Municipal Corporation.

**Purpose.** The purpose of this MOU is to establish an understanding of the upcoming commitments for the new K-4 Elementary School project in Rock Springs.

## **Responsibilities of Sweetwater County School District #1 and Wyoming School Facilities Commission:**

- Subject to Wyoming School Facilities Commission approval, WSFC will be providing funds to SCSD#1 for the construction of a new 64,825 sq. ft. K-4 Elementary School as follows;
- SCSD#1 shall install the infrastructure necessary for the operation of the new school. This infrastructure shall include water piping, sewer pipe, sidewalk, curb and gutter and roadway associated with the construction of the new K-4 Elementary. The infrastructure shall be installed in accordance with the codes of the City of Rock Springs and as approved by WSFC.
- Funding for this infrastructure shall be provided by WSFC as follows:
  - WSFC shall fund one-half of the cost of the road to the south of the project (Reagan Avenue) from its capital construction funds;
  - WSFC shall fund approximately 700 feet of Summit Drive (from the intersection of Reagan Avenue to the northern edge of the K-4 elementary school site) to the west of the property; one-half of this funding shall come from its capital construction funds; one-half of the funding shall come from “off-site infrastructure” funds;
  - All surveying and civil engineering work.
- The current owner of the property is the United States Bureau of Land Management (BLM). Title to this property will be conveyed to SCSD#1, in accordance with Federal Regulation and the agreement entered into between SCSD #1 and BLM, after the construction of the new K-4 Elementary is completed.
- The roadways funded by WSFC and installed by SCSD#1: Summit Drive and Reagan Avenue will be dedicated to the City of Rock Springs after completion of the project.

## **General Provisions.**

- A. **Amendments.** Either party may request changes in this MOU. 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.

- B. **Applicable Law.** 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 any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. *Availability of Funds.* Each payment obligation of either party 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 either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall 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 either party to terminate this MOU to acquire similar services from another party.
- D. **Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.
- F. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- G. **Sovereign Immunity.** The Wyoming School Facilities Commission and Sweetwater County School District #1 do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. **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 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.

Sweetwater County School District #1

\_\_\_\_\_  
Date: \_\_\_\_\_  
Superintendent, Paul Grube

City of Rock Springs

\_\_\_\_\_  
Date: \_\_\_\_\_  
Mayor,

Wyoming School Facilities Commission

\_\_\_\_\_  
Date: \_\_\_\_\_  
Director, Ken Daraie

**Tab 3**

**ACTION SUMMARY SHEET  
School Facilities Commission Meeting  
March 18, 2008**

**ITEM:** Sheridan 2 Request (Sheridan) – Infrastructure Funds

**BACKGROUND INFORMATION:**

See the attached information from the District.

**SUGGESTED MOTION(S):**

Approve:

I move the Commission approve the request from Sheridan County School District Number Two to use \$250,000 in infrastructure funds for the new Woodland Park Elementary School.

Deny:

I move the Commission deny the request from Sheridan County School District Number Two to use \$250,000 in infrastructure funds for the new Woodland Park Elementary School.



Julie Carroll, Facilities Director

Office of the Superintendent  
P.O. Box 919  
201 N. Conner Street  
Sheridan, WY 82801  
Phone: 307-674-7405  
Fax: 307-674-5041

March 7, 2008

Wyoming School Facilities Commission  
Ken Daraie, Director  
1920 Thomes Ave., Suite 200  
Cheyenne, WY 82002

RE: Off-Site Infrastructure Expenses for Sheridan 2's New Woodland Park Elementary School

Dear Ken:

As discussed originally with you, Dave LaPlante and Chairman Richard Gilpatrick in January; Sheridan 2 has taken into account your recommendations and would like to request \$250,000 for use on the off-site infrastructure needed to complete our New Woodland Park Elementary School. I would like to give you a history of the project, parties involved and where we are to date in regard to the off-site infrastructure.

In September of 2006, Sheridan County and the City of Sheridan applied for a State Lands and Investments Board (SLIB) Grant to assist in "Construction of a main access road and a required secondary access road, along with the required utility infrastructure to gain access to the new Woodland Park Elementary School and for the new Woodland Park Subdivision." There were several entities within the community that came together to apply for this grant to meet the required stipulated SLIB qualifications. These entities are Sheridan County, the City of Sheridan, Whitney Benefits (an educational foundation), Floyd and Phyllis Fleming (a private developer), our local legislators including Senator John Schiffer, Sheridan Housing Acton Committee (a non-profit affordable housing for working families board) and Sheridan County School District #2. The following are the contributions committed to date for this project through the SLIB funding:

SLIB	\$540,541.00
Sheridan County	\$211,745.50
City of Sheridan	\$211,745.50
Whitney Benefits	\$300,000.00
Flemings aka WP Subdivision	<u>\$664,033.00</u>
<b>Totaling</b>	<b>\$1,928,065.00</b>

As this project has proceeded from nearly two years ago, more design effort and annexations into the City has occurred. Our current Woodland Park Elementary School is located off highway 87. We purchased adjacent land and to the North but further off of highway 87 to allow for a safer and better flowing access to the new elementary school. Woodland Park is on the south border of the City of Sheridan and has recently been annexed into the city. Since the school is going to have to use the main access and the secondary access from the highway to the new school, we had to apply for access permits from WYDOT. After a traffic study was conducted, it was recommended in the traffic study and mandated by WYDOT that at a minimum of turning lanes

be placed on the highway for these two accesses. WYDOT states that they do not have the funding to contribute to the widening of highway 87 and/or construct the turning lanes. At this point, all the entities involved have contributed their share towards the infrastructure of the project.

It is estimated that the turning lanes will cost roughly \$250,000 to \$300,000 each. At this point, we are unable to secure the access permits from WYDOT until funding is committed for the widening of the highway. My request is that the WSFC contribute through the off-site funds available to construct one of the access widening and turning lanes installed.

Please see the attached information (5 pages) of commitment from the SLIB grant awarded and also the attached letter from WYDOT (2 pages). Currently, the City of Sheridan is working on an intergovernmental agreement with WYDOT for annexing the highway to help create an escrow account in order to secure funds for these turning lanes.

Sincerely,

Julie Carroll  
SCSD#2 Facilities Director

CC: Maurie Petterson, WSFC Project Manager  
Dave LaPlante, WSFC Project Manager  
Craig Dougherty, SCSD2 Superintendent

OFFICE OF STATE LANDS AND INVESTMENTS  
 INFRASTRUCTURE FINANCING  
 CHAPTER 21 – COUNTYWIDE CONSENSUS AWARDS

**APPLICATION COVER SHEET**

Project Owner: Sheridan County and the City of Sheridan

Address: 224 S. Main  
 (Owner's) Sheridan, WY 82801

Contact Person: Terry Gram  
 Phone: 307-674-2900 e-mail address: tgram@sheridancounty.com

e-mail address: robermueller@sheridancounty.com  
 (Applicant's)

Phone No.: 307-675-2910  
 (Applicant's)

Project Owner's Tax I.D. Number: 83-6000124  
 (required)

Project Name and Description: Woodland Park School/Subdivision

Construction of a main access road and a required secondary access road, along with the required utility infrastructure to gain access to the new Woodland Park Elementary School and for the new Woodland Park Subdivision.

County In Which You Are Located: Sheridan County

Funding Source:	Amount Requested	Percentage Requested
<input checked="" type="checkbox"/> Chapter 21-Countywide	<u>\$540,541.00</u>	<u>28.04%</u>
Project Owner's Match	<u>\$964,033.00</u>	<u>50.00%</u>
Sheridan County Match	<u>\$211,745.50</u>	<u>10.98%</u>
City of Sheridan Match	<u>\$211,745.50</u>	<u>10.98%</u>
Total	<u>\$1,928,065</u>	<u>100%</u>

Office of State Lands and Investments - Government Grants and Loans

Project Owner's Summary Form

Date: Sept 22, 2006

### ADDITIONAL INFORMATION PROVIDED BY THE APPLICANT

Project Owner: Sheridan County and the City of Sheridan

NAME OF PROJECT: Woodland Park School/Subdivision

Construction of a main access road and a secondary access road, along with the required utility infrastructure to gain access to the new Woodland Park Elementary School and for the new Woodland Park Subdivision.

- Construction of the main access road and secondary access road will be maintained by the school, improvement district or developer while the water and sewer portion would belong to the City of Sheridan. A pre-annexation agreement will be in place with the City of Sheridan. All infrastructure will comply with the City of Sheridan and Wyoming DEQ regulations. This will be a public road.
- The project will help serve all of Sheridan County and the City of Sheridan. The population of Sheridan County is approximately 27,000.
  - The new Woodland Park Subdivision will be developed by a private entity. The subdivision is intended to help provide affordable workforce housing to the community of Sheridan. There will be 200+ lots to help fill the need of over 2565 workforce homes required to start sealing the gap in the lack of housing in Sheridan due to the impact of the mineral industry in Sheridan County. The Woodland Park Subdivision will work with the Sheridan Community Land Trust and our local affordable housing group (SHAC) to help keep the lots affordable and developable. These impact funds can help lower the cost of each lot by \$5000 or more, therefore, helping to keep the costs down for the workforce consumer.
  - The new Woodland Park Elementary School will be estimated to serve 250-350 students. The current elementary school in this area has been approved for replacement through the State due to age, health & safety issues, ADA issues, fire code issues, and traffic issues due to placement directly off of the highway. Sheridan County School District #2 (SCSD2) has been working with a private foundation to acquire property adjacent to the old school. The school district has secured \$550K to begin design and siting of the new elementary school.
- The source of the matching funds for the road and infrastructure will come from two private entities, in addition to Sheridan County impact funds and the City of Sheridan impact funds. The engineered cost for the total project has been estimated at \$1,928,065, not including any of the in-kind costs associated with the land. The private sources will provide \$964,033.
- The Woodland Park Subdivision will begin road construction and utility infrastructure starting in the Spring of 2007 and complete the road accesses by the summer of 2008. The construction of Woodland Park Elementary will begin in the Spring of 2007 and would like to be open for the start of the school year in August of 2008. The road access is critical for both projects to proceed and to help Sheridan County with the affordable workforce housing shortage and keep the kids safe within our public schools.

**Woodland Park Subdivision**  
Sheridan, Wyoming  
Preliminary Estimate of Construction Costs  
Prepared by Scott R. Baxter of CER Professional Consultants, Sheridan, WY for  
Floyd & Phyllis Fleming  
September 27, 2008

All Infrastructure for Whitney Barahis Access					
Item No.	Item Description	Unit	Bid Quantity	Unit Price	Contract Amount
	Install Pipe Backfill	C.Y.	1,862	\$36.00	\$65,880.00
	Underground Facility Locates	CA	5	\$290.00	\$1,450.00
	Utility Line Crossings	EA	6	\$150.00	\$780.00
	Install 10" PVC Water Main	L.F.	2,400	\$35.00	\$84,000.00
	Install 6" PVC Water Main	L.F.	100	\$30.00	\$3,000.00
	Install 10" End of Line Plug	EA	1	\$400.00	\$400.00
	Install 12"x12"x10" Tee	EA	1	\$1,300.00	\$1,300.00
	Install 10"x10"x8" Tee	EA	2	\$250.00	\$3,000.00
	Connect to Existing Water Main	EA	1	\$2,000.00	\$2,000.00
	Install Cathodic Protection - 3 Anodes	EA	14	\$80.00	\$1,120.00
	Install Cathodic Protection - 17 lb Anodes	EA	8	\$380.00	\$3,040.00
	Install 10" Gate Valve	EA	8	\$1,400.00	\$8,400.00
	Install Fire Hydrant & 6" Gate Valve Complete	EA	8	\$4,200.00	\$33,600.00
	Install 10"x11.25" Degree Elbow	EA	2	\$475.00	\$950.00
	Install 10"x22.50" Degree Elbow	EA	1	\$475.00	\$475.00
	Install 10"x45.00" Degree Elbow	EA	2	\$475.00	\$950.00
	Install 12" PVC Sanitary Sewer	L.F.	3,428	\$40.00	\$137,120.00
	Install Basic Sanitary Sewer Manhole (5' Depth)	EA	9	\$2,780.00	\$24,780.00
	Install Additional Sanitary Sewer Manhole Depth	V.F.	35	\$260.00	\$10,500.00
	Connect to Existing Sanitary Sewer Manhole	EA	1	\$2,000.00	\$2,000.00
	Install 24" PVC Storm Drain Pipe	L.F.	2,400	\$50.00	\$120,000.00
	Install 18" CMP Culvert	L.F.	120	\$50.00	\$6,000.00
	Install 18" CMP Culvert Flared End Section	EA	2	\$500.00	\$1,000.00
	Install Basic Storm Drain Manhole (5' Depth)	EA	9	\$2,750.00	\$24,750.00
	Additional Storm Drain Manhole Depth	V.F.	20	\$300.00	\$6,000.00
	Install Type A Storm Drain Inlet	EA	8	\$2,500.00	\$15,000.00
	Install Trash Guard	EA	1	\$1,000.00	\$1,000.00
	Install New 30" Type A Gully & Gutter	L.F.	1,700	\$16.00	\$75,200.00
	Install Concrete Sidewalk (4") w/ Aggregate Base (3")	S.F.	18,800	\$8.00	\$68,000.00
	Unclassified Excavation	C.Y.	7,600	\$4.00	\$30,400.00
	12" Paved Road Subgrade Processing	S.Y.	10,500	\$4.00	\$42,000.00
	Proof Roll Existing Subgrade	EA	1	\$500.00	\$500.00
	Install Geogrid	S.Y.	400	\$16.00	\$1,000.00
	Install Sit Fence	L.F.	100	\$3.00	\$300.00
	Install Erosion Bales	EA	20	\$25.00	\$500.00
	Remove and Replace Topsoil	C.Y.	2,615	\$8.00	\$15,000.00
	Install Sign	EA	4	\$250.00	\$1,000.00
	6" Crushed Aggregate Base (Grade W)	C.Y.	2,125	\$48.00	\$102,000.00
	4" Asphalt Concrete Paving (2 Lanes)	S.Y.	8,873	\$18.00	\$159,750.00
	Install XX" Gearing for 12" Sewer Pipe	L.F.	75	\$300.00	\$22,500.00
	Utility Trench Excavation & Backfill	L.F.	3,350	\$4.25	\$14,237.50
	Construction Signage & Traffic Control	LS	1	\$3,000.00	\$3,000.00
	Contract Bond	LS	1	\$25,000.00	\$25,000.00
	Mobilization	LS	1	\$25,000.00	\$25,000.00
	Seeding	AC	2.2	\$1,000.00	\$2,200.00
Construction Bid Estimate					\$1,457,812.00
Construction Contingency Estimate @ 4%					\$57,880.83
CER Professional Consultants (Geotech, Survey, Engineer, Construct)					\$126,000.00
<b>Grand Total Estimated Cost</b>					<b>\$1,340,703.13</b>

Street & Storm Sewer for Woodland Park Access					
Item No.	Item Description	Unit	Bid Quantity	Unit Price	Contract Amount
	Install 24" PVC Storm Drain Pipe	L.F.	1,350	\$50.00	\$87,500.00
	Install 18" CMP Culvert	L.F.	120	\$50.00	\$6,000.00
	Install 18" CMP Culvert Flared End Section	EA	2	\$500.00	\$1,000.00
	Install Basic Storm Drain Manhole (5' Depth)	EA	4	\$2,750.00	\$11,000.00
	Additional Storm Drain Manhole Depth	V.F.	12	\$300.00	\$3,600.00
	Install Type A Storm Drain Inlet	EA	4	\$2,500.00	\$10,000.00
	Install Trash Guard	EA	1	\$1,000.00	\$1,000.00
	Install New 30" Type A Gully & Gutter	L.F.	2,700	\$16.00	\$14,280.00
	Install Concrete Sidewalk (4") w/ Aggregate Base (3")	S.F.	10,800	\$5.00	\$54,000.00
	Unclassified Excavation	C.Y.	4,300	\$4.00	\$17,200.00
	12" Paved Road Subgrade Processing	S.Y.	6,030	\$4.00	\$24,120.00
	Proof Roll Existing Subgrade	EA	1	\$500.00	\$500.00
	Install Geogrid	S.Y.	300	\$18.00	\$1,080.00
	Install Sit Fence	L.F.	100	\$3.00	\$300.00
	Install Erosion Bales	EA	20	\$25.00	\$500.00
	Remove and Replace Topsoil	C.Y.	1,200	\$8.00	\$7,200.00
	Install Sign	EA	4	\$250.00	\$1,000.00
	6" Crushed Aggregate Base (Grade W)	C.Y.	1,220	\$48.00	\$56,880.00
	4" Asphalt Concrete Paving (2 Lanes)	S.Y.	5,100	\$18.00	\$91,800.00
	Install XX" Gearing for 12" Sewer Pipe	L.F.	75	\$300.00	\$22,500.00
	Utility Trench Excavation & Backfill	L.F.	1,600	\$4.25	\$6,775.00
	Construction Signage & Traffic Control	LS	1	\$3,000.00	\$3,000.00
	Contract Bond	LS	1	\$8,200.00	\$8,200.00
	Mobilization	LS	1	\$20,000.00	\$20,000.00
	Seeding	AC	1.2	\$1,000.00	\$1,200.00
Construction Bid Estimate					\$464,155.00
Construction Contingency Estimate @ 5%					\$23,207.75
CER Professional Consultants (Geotech, Survey, Engineer, Construct)					\$100,000.00
<b>Grand Total Estimated Cost</b>					<b>\$587,352.75</b>
<b>Combined Project Costs</b>					<b>\$1,928,055.88</b>

Office of State Lands and Investments  
Funding Wyoming Public Education

ATTACHMENT 1  
④

122 West 25<sup>th</sup> Street  
Cheyenne, WY 82002  
Phone: (307) 777-7331  
Fax: (307) 777-5400  
[sifmail@state.wy.us](mailto:sifmail@state.wy.us)



Dave Freudenthal  
Governor

Lynne Boomgaarden  
Director

November 15, 2006

Sheridan County/City of Sheridan  
224 S. Main  
Sheridan, WY 82801

RE: Grant #MRG-07100 SH.  
Grant Agreement

Dear Grantee:

On October 23, 2006, the State Loan and Investment Board approved a grant from Chapter 21 – Countywide Consensus List Awards up to \$540,541.00 to assist in funding a Construct Access Road & secondary access road to Woodland Park Elem. School.

This letter will serve as notice of grant conditions and instructions on how this office will disburse funds for this project.

**Conditions:**

The State Loan and Investment Board agrees to furnish said granted funds only as needed to discharge obligations incurred by the Grantee; and requests for disbursements of said funds shall be supported by adequate proof by the Grantee that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

The Grantee agrees that the granted funds are to be spent only for the following described purpose or project, and for no other project or purpose without the office's prior approval to substitute for another approved project on your list of certified projects: Construct Access Road & secondary access road to Woodland Park Elem. School.

Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the State Loan and Investment Board as a percentage of the total project cost given in the application. The State Loan and Investment Board's disbursement percentage for this project is 28.04%.

If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the State Loan and Investment Board. The Grantee further agrees to provide the State Loan and Investment Board upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided the State Loan and Investment Board within a reasonable time upon request. The Grantee further understands and agrees that the State Loan and Investment Board may perform an audit or

ATTACHMENT 1

⑤

examination of the books and records of the grant at any time and without notice, and that said Board or its designee may at any time without notice perform on-site visits and inspections of the project being funded.

**Special Conditions:**

1. Grantees have the ability to use these funds for other project(s) that have been certified in the event that this project cannot proceed. In order to substitute a project, the following requirements must be met:

- A. The project must be on your original list of certified projects.
- B. A written request must be submitted to the office in order to make a substitution prior to any funds being expended for the substituted project.

2. Approval of this grant is subject to the applicant supplying matching funds from a source consistent with a pending Attorney General's opinion concerning allowable sources of match for grants awarded under 2006 Wyo. Session Laws, Chapter 35, Section 318.

**Disbursement of Funds:**

Enclosed is a copy of a grant draft request form to be **DUPLICATED** and used when requesting a disbursement of grants funds as the funds are needed. Copies of all applicable invoices must be attached to the grant draft request. The State Auditor's office currently processes these requests on the 5<sup>th</sup> and the 20<sup>th</sup> of each month and payment is issued directly from the State Auditor's office. Grantees must submit grant draft requests to this office ten (10) days before the scheduled pay date.

**Authorized Signatories:**

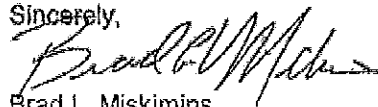
All grant draft request forms must be signed by your authorized signatories. By submission of a grant draft request, the grantee hereby warrants the signatories of the grant draft request form are authorized to sign on behalf of the grantee.

**Acceptance:**

By submitting a grant draft request the grantee hereby acknowledges and agrees to the conditions of this grant award as given in this letter.

Should you have any questions regarding this matter, do not hesitate to contact our office, (307) 777-7309.

Sincerely,



Brad L. Miskimins  
Grant and Loan Programs Manager

Enclosure



ATTACHMENT 2

①

Dave Freudenthal, Governor

John F. Cox, Director

## Department of Transportation

P. O. BOX 668

SHERIDAN, WYOMING 82801

January 2, 2008

Julie Carroll  
Facilities Director  
Sheridan County School District #2  
P.O. Box 919  
Sheridan, WY 82801

Re: Access Permit Application  
Highway US 87, Sheridan, South

Dear Ms. Carroll;

With reference to the Access Permit Application and subsequent Traffic Impact Study report provided to the Department, a review of the Traffic Impact Study has been completed. We appreciated the information in the report and the professional manner of presentation. The following comments are for your consideration.

The mission of the Wyoming Department of Transportation is to provide a safe, high quality, and efficient transportation system. Any access to a highway decreases the level of one or more of these attributes of the highway, with those approaches generating higher volumes of traffic having the most impact. The Traffic Impact Study helps to identify such impact, and is a valuable tool used by the Department in providing recommendations to minimize adverse impacts to the motoring public.

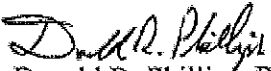
In this case, the Traffic Impact Study report recommended that a left turn lane be constructed for southbound traffic on Highway US 87 at the proposed approach. The Department concurs with the recommendations of the report, and we believe such a turn lane will help to reduce accidents at the proposed approach. WYDOT can therefore grant the approach as requested if the turn lane is also constructed as part of the approach work. The responsibility for constructing the approach and turn lane is that of the Access Permit applicant.

When certain changes are needed on the highway in addition to the approach itself, the Access Permit application process is usually put on hold until several steps are accomplished toward the implementation of the recommendations of the Traffic Impact Study. If you concur with construction of the turn lane, please contact us accordingly and we will provide details that will assist you with the final steps in this process.

ATTACHMENT 2  
②

Should you have any questions, please contact us anytime. We look forward to working with you in providing safety, quality, and efficiency to the motoring public on Highway US 87.

Respectfully,

  
Donald R. Phillips, P.E.  
District Traffic Engineer

cc: Mark Gillett, P.E., District Engineer, WYDOT, Sheridan  
Mike Gostovich, P.E., State Traffic Engineer, WYDOT, Cheyenne  
Larry Konetzki, P.E., District Maintenance Engineer, WYDOT, Sheridan  
file; Sheridan County, Access Permits

**Tab 4**

**ACTION SUMMARY SHEET  
School Facilities Commission Meeting  
March 18, 2008**

**ITEM:** Fremont 25 – Agreement with City of Riverton

**BACKGROUND INFORMATION:**

Attached is an agreement between the City of Riverton and Fremont County School District No. 25 describing the responsibilities of the parties regarding the installation of a road and certain utilities under that road to a school site in Riverton.

The District owns the tract of land and the District, with funds provided to it by the SFC, and with the approval of the SFC, intends to build a school on the platted land. The SFC is limited by Wyoming law regarding the funds it may provide for infrastructure and road needs for schools. The District, as a governmental entity, has no independent authority, nor any desire, to engage in construction or infrastructure development that is not within the funding authority of the SFC. The City recognizes these limitations. The parties have reached an agreement to develop a road and utilities within these limitations.

The SFC Staff recommends the Commission approve the agreement prior to the agreement being signed by all parties.

**SUGGESTED MOTION(S):**

Approve:

I move the Commission approve the attached agreement between the City of Riverton and Fremont County School District No. 25.

Deny:

I move the Commission deny the attached agreement between the City of Riverton and Fremont County School District No. 25.

**AGREEMENT BETWEEN  
FREMONT COUNTY SCHOOL DISTRICT NO. 25 AND THE  
CITY OF RIVERTON**

1. **Parties.** The parties to this Contract are Fremont County School District No. 25, *insert address* (District) and the City of Riverton (City), 816 N. Federal, Riverton, WY 82501.
2. **Purpose of Agreement.** The purpose of this agreement is to describe the responsibilities of the parties regarding the installation of a road and certain utilities under that road to a school site in Riverton, Wyoming, more particularly described in the plat (Plat) attached hereto as Exhibit "A."
3. **General terms of the Agreement.** The District owns the tract of land identified in the Plat. The District, with funds provided to it by the Wyoming School Facilities Commission (SFC), and with the approval of the SFC, intends to build a school on the platted land. The SFC is limited by Wyoming law regarding the funds it may provide for infrastructure and road needs for schools. The District, as a governmental entity, has no independent authority, nor any desire, to engage in construction or infrastructure development that is not within the funding authority of the SFC. The City recognizes these limitations. The parties have reached an agreement, as embodied herein, to develop a road and utilities within these limitations.
4. **Responsibilities of the parties.**
  - A. Upon approval of this agreement by the SFC, the District shall apply for annexation of the property set forth on Exhibit A into the Riverton City limits.
  - B. The District will deed to the City a strip of land sixty feet (60') wide along the entire south edge of the property.
  - C. On this strip of land deeded to the City, the District will construct a sixty foot (60') wide road from the west edge of the property to a line parallel to the easternmost edge of the proposed new school building. The road will have code compliant curb and gutter installed on its north and south edge of the proposed street at the expense of the District. The District will coordinate with the City to install utility stops and other code-compliant features, including curb cuts along the southern edge of the property at District's expense.

**D.** The City will coordinate any utility hook-ups required of the property owners to the south of the new road.

**E.** The District will install an 8" water line beneath the road from the west property line to the line reflecting the easternmost edge of the proposed new school building, which water line shall service the proposed new school. Any increase in capacity of this water line unrelated to increased demand at the proposed new school shall be the full responsibility of the City. The tap fees associated with connecting to the City water utilities are the responsibility of the District.

**F.** The City will assume all responsibility for any extension of the roadway and the utilities beneath it from the line reflecting the easternmost edge of the proposed new school building to the east edge of the SFC property. The City shall be responsible for all maintenance and upkeep of all aspects of the entire road once constructed, approved, and accepted by the City.

**G.** The District shall connect sewer lines for the proposed new school to existing sewer lines of the city, and these connections are not anticipated to have any impact on this Agreement. The tap fees associated with connecting to the City sewer utilities are the responsibility of the District.

## **5. General Provisions**

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

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

**C. Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights, or delegate any of the duties set forth in this Contract, without the prior written consent of the other party and approval of the SFC. No party shall use this

Agreement, or any portion thereof, for collateral for any financial obligation.

- D. Audit/Access to Records.** The District, the SFC, and any of their representatives shall have access to any books, documents, papers and records of the City which are pertinent to this Agreement. The City shall, immediately upon receiving written instruction from the District or the SFC, provide to the requesting party all books, documents, papers and records of the City which are pertinent to this Agreement including any records relating to any payment or request for payment pursuant to this Agreement. The City shall cooperate fully with any audit by or on behalf of the District or the SFC. The District or the SFC may perform one (1) or more audits any time after the effective date of this Agreement, at the place of business of the City, and before one (1) year after the date of completion of this Contract. If an audit is performed at a location other than the City's place of business, the City shall be reimbursed by the District or the SFC for associated expenses.
- E. Availability of Funds.** Each payment obligation of the District and the City is conditioned upon the availability of government funds which are appropriated or allocated for the payment of such obligation. If funds do become available within the authority of the School Facilities Commission, the SFC will endeavor to make some of those funds available to the City as a reimbursement for their costs of construction. If funds are not allocated and available for the continuance of the services contemplated for this Agreement, the Agreement may be terminated by the District or the City at the end of the period for which the funds are available. The District and/or the City shall notify the SFC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the SFC in the event this provision is exercised, and the SFC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- F. Disputes/ Remedies.** In seeking to resolve any dispute relating to this Agreement, the SFC does not waive its sovereign immunity as an agency of the State of Wyoming. Any dispute or claim arising out of or relating to this Agreement may be assigned to non-binding mediation upon mutual agreement of the Parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute

resolution. The Parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the Parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Contract.

- G. Entirety of Contract.** This Agreement, consisting of six (6) pages, excluding Exhibit "A," represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the 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.
- I. Indemnification.** Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- J. Kickbacks.** The City and the District certify and warrant 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 this Agreement. If the City breaches or violates this warranty, the District or the SFC may, at their discretion, terminate this Agreement without liability to either, or deduct from the consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- K. Notices.** All notices arising out of, or from, the provisions of this contract shall be in writing and given to the parties at the addresses

provided in this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

- L. Ownership of Documents/Work Products/Materials.** All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from performance of this Contract are at all times the property of the District and the SFC. Upon completion of the project, the District and the SFC shall relinquish ownership of these documents to the City.
- M. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect and either party may renegotiate the terms affected by the severance.
- N. Sovereign Immunity.** The State of Wyoming, the SFC, the City of Riverton and the District do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.
- O. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only the parties signatory to this Agreement and the SFC shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- P. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- Q. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

**R. Conflict.** To the extent there is conflict between the terms of this agreement, and any other Agreement between or among the parties, the terms of this Agreement shall control.

**7. Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

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

DISTRICT: Fremont County School District No. 25

\_\_\_\_\_  
Craig Beck, Superintendent

\_\_\_\_\_  
Date

CITY: City of Riverton

\_\_\_\_\_  
John R. Vincent, Mayor

\_\_\_\_\_  
Date

SCHOOL FACILITIES COMMISSION APPROVAL AS TO FORM:

\_\_\_\_\_  
Ken Daraie, Director or his designee

\_\_\_\_\_  
Date

**Tab 5**

**INFORMATION SUMMARY SHEET  
School Facilities Commission Meeting  
March 18, 2008**

**ITEM:** Policy on Mechanical Space Relative to Guideline Square Footage (1<sup>st</sup> Reading)

**BACKGROUND INFORMATION:**

At the January 15, 2008 Commission Meeting discussion was held on how and if mechanical space should be counted in the gross footprint regardless of the location of the mechanical equipment.

Commissioner Marsh directed the staff to address this issue in a policy to avoid any additional miscommunication going forward.

Attached is a draft policy for Commission review and discussion.

**SCHOOL FACILITIES COMMISSION**Area: **Capital Construction**Title: **Mechanical Spaces – Relative to Guideline  
Square Footage**Number: **2-114**

Originator: Ken Burnett

Applies to: SFC  
School DistrictsApproved by: School Facilities  
Commission

Effective Date:

Policy Reference:

Revision Date:

**POLICY**

When calculating the overall building square footage for a new building, addition or major remodel (for the purposes of determining the allowable gross square footage), if the mechanical space complies with the definitions outline below, then it is not required to be included in the gross square footage calculations for the new construction.

**Section 502 - International Building Code, 2006 Edition**

Equipment Platform – An unoccupied, elevated platform used exclusively for mechanical systems or individual process equipment, including the associated elevated walkway, stairs and ladders necessary to access the platform. (See also Section 505.5).

**Section 1502 – International Building Code, 2006 Edition**

Penthouse – An enclosed, unoccupied structure above the roof of a building, other than a tank, tower, spire, dome, cupola or bulkhead, occupying not more than 1/3 of the roof area. (See also Section 1509.2)

Also, for the type of construction, allowable size and height of a tower or spire shall be as outlined in Sections 1509.5, 1509.5.1 and 1509.5.2.

**Tab 6**

**INFORMATION SUMMARY SHEET  
School Facilities Commission Meeting  
March 18, 2008**

**ITEM:** Policy on FF&E (1<sup>st</sup> Reading)

**BACKGROUND INFORMATION:**

Attached is a draft policy for Commission review and discussion.

Title: **Furniture, Fixtures & Equipment (FF&E)**Number: **2-113**

Originator: N. Thomson

Applies to:

SFC  
School Districts

Approved by:

Effective Date:

Policy Reference:

Revision Date:

**POLICY**

*SFC portion of the FF&E expenditure* – either 4.2% of the cost of construction for a school that is being replaced (assuming that some of the Districts existing FF&E is in reusable condition), or 6.3% of the cost of construction for new schools (where there is no existing FF&E to consider for re-use), is intended to cover items that have no permanent connection to the structure of the building or utility, such as desks, chairs, tables, office furniture, cafeteria tables, audio visual equipment, specialized items to equip art, music, science, technical education rooms, special education rooms, and physical education space. Grounds and landscaping equipment, floor cleaners and waxers, vacuums, snow blowers, and such related items are not considered an appropriate expenditure to be paid from the capital construction FF&E budget, as these expenditures are covered within the WDE block grant. All requested FF&E expenditures shall be reviewed by the SFC taking into consideration similar funding provided to the district in the WDE block grant. An inventory and assessment of all re-usable FF&E shall be conducted, by the District in conjunction with the SFC.

**BACKGROUND INFORMATION****Example Definitions of FF&E**

- (1) Furnishings, fixtures and equipment necessary to equip new school projects, building renovations, and additions for student and administrative use. Eligible FF&E items might include: desks, chairs, tables, office furniture, desktop computers, network hardware, cafeteria tables, and audio visual equipment. FF&E might also include specialized items to equip art, music, science, technical education rooms, special education rooms, and physical education space. Ineligible FF&E items are supplies and materials, textbooks, uniforms, sports equipment, some musical instruments, vehicles, laptop computers, office supplies, library books, wall mounted chalkboards, kitchen serving lines, kitchen equipment, software and related licenses for computers that are not part of the capital project. *Baltimore County Public Schools*

- (2) Movable furniture, fixtures, or other equipment that have no permanent connection to the structure of the building or utility. Examples might include desks, chairs, computers, electronic equipment, tables, bookcases, and partitions. *Answers.com Investment Dictionary*

### **FF&E Funding supported by WDE Block Grant (FY 2008)**

#### **School Instructional Supplies & Materials (p.77) -- \$27,973,823**

- Elementary School: \$308.28 per ADM
- Middle School: \$308.28 per ADM
- High School: \$377.47 per ADM

#### **Equipment & Technology (pp.78-85) -- \$23,027,626**

- All levels: \$269.88 per ADM

Described in the recalibration report as funding to “purchase, upgrade and maintain computers, servers, operating systems and productivity software, network equipment, and student administrative system and financial systems software, as well as other equipment such as copiers.” (p.83)

#### **Central Office Miscellaneous Costs -- \$27,633,151**

- All students: \$323.86 per ADM

Described as central office, non-staff expenditures. (p.142)

#### **Operations & Maintenance Supplies -- \$11,337,088**

- All levels: \$0.59 per 110% gross square feet of instructional space

Intended for all custodial and maintenance activities. Was calculated using the average expenditures per gross square foot at the time of recalibration (p.133).

#### **Career-Technical Education (pp.97-100)**

##### **Career Technical Education Supplies -- \$1,889,748**

- High School: \$5,934.21 per FTE CTE teacher

##### **Career Technical Education Equipment -- \$512,215**

- High School Equip: \$1,608.46 per FTE CTE teacher

##### **Career Technical Education Equipment Replacement -- \$255,911**

- High School Replace: \$803.62 per FTE CTE teacher

#### **Career-Technical Education Demonstration Grants**

From the 2008 budget act, Section 21-12-105(a) states that districts can apply for assistance to “fund expenses associated with the planning, development and implementation of a career-technical education demonstration project as a new or an expansion to any existing high school

career-vocational education program in the district” and to “fund initial purchases of equipment and supplies.” These are two-year grants with the first year not to exceed \$150,000 and the second year not to exceed \$200,000.

**FF&E Funding Supported by the SFC**

**FF&E Fees**

**23-Feb-04**

Establishment of these fees is based on the American School & University figures.

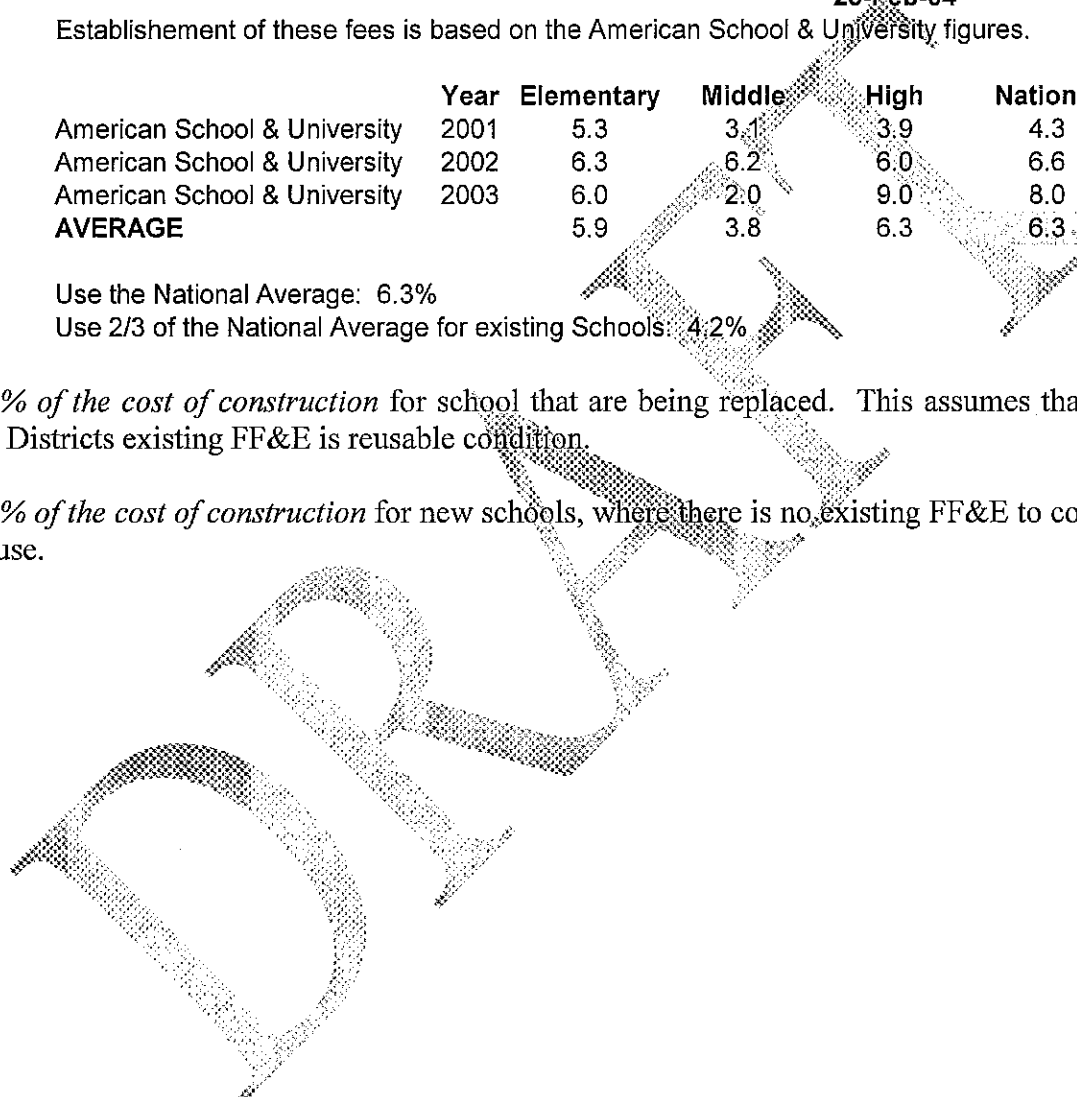
	<b>Year</b>	<b>Elementary</b>	<b>Middle</b>	<b>High</b>	<b>National</b>
American School & University	2001	5.3	3.1	3.9	4.3
American School & University	2002	6.3	6.2	6.0	6.6
American School & University	2003	6.0	2.0	9.0	8.0
<b>AVERAGE</b>		5.9	3.8	6.3	6.3

Use the National Average: 6.3%

Use 2/3 of the National Average for existing Schools: 4.2%

*4.2% of the cost of construction* for school that are being replaced. This assumes that some of the Districts existing FF&E is reusable condition.

*6.3% of the cost of construction* for new schools, where there is no existing FF&E to consider for re-use.



Tab 7

**INFORMATION SUMMARY SHEET**  
**School Facilities Commission Meeting**  
**March 18, 2008**

**ITEM:** Policy on Land Acquisition (1<sup>st</sup> Reading)

**BACKGROUND INFORMATION:**

The draft policy will be provided via email prior to the meeting.