

The land swap was not about morality. It was about legality.

Documents related to the land swap deal made by the City of Cheyenne, through its mayor at the time, were made available to me the night before the last issue of the Cheyenne Herald went to press.

The Cheyenne Herald disclosed for the first time to the public and many members of the city council that the swap of city land for the ice center included a requirement for rezoning that the city land out on Storey Blvd. and Converse Ave. to Neighborhood Business (NB).

So, why did Jack Spiker recently say that making the ice center investors "whole" was about morality? It has nothing to do with morality. The ice center investors have an agreement signed by Spiker that references the land traded for the ice center is zoned "Neighborhood Business."

It appears that the reason Jack presented the controversy as he did is that several city council members were unaware that the land swap that they authorized him to complete included any requirement for the rezoning of the land.

No one who attended that city council meeting when the resolution was approved to make the trade of land for the ice center heard any mention whatsoever about rezoning. The minutes of the meeting do not reflect any mention of rezoning and the city clerk who attended the meeting does not remember any mention of rezoning.

Yet, an inattentive city council authorized Jack Spiker to take whatever action he wanted to conclude the transfer of land to the investors in exchange for the ice center and its surrounding land.

Resolution No. 5005, dated December 20, 2007, described the transfer of city land out north in the Title - as being four parcels: The 7.669 acres on Converse; 4.48 acres at Storey and Canyon Rd.; 1.08 acres at Storey and Merritt Rd fka Fort Laramie Trail; and .56 acres, also at Storey and Merritt Rd. Each parcel was then listed separately in the Whereas's.

And, it was written that the City would get the Cheyenne Ice & Events Center, which

consisted of 7.97 acres of land.

The "estimated appraised value" of each parcel was separately shown - a total of \$3,031,000 for the city land to be exchanged and \$6,998,000 for the property to be accepted for the four parcels of city land. It was not stated on Resolution No. 5005 but the values shown came from the letters of appraisal done for the City by Appraisals, Inc., in the person of Christopher Brown, MAI. I have copies of the November 27, 2007 appraisal letters for the two larger parcels comprising almost 92% of the total value.

Chris Brown stated in his letters that the appraisals were done, as he had been instructed to by unnamed "representatives of the City of Cheyenne, assuming the property is zoned NB," and goes on to write that "this is a hypothetical condition as the property is not zoned NB."

The CONTRACT TO EXCHANGE REAL ESTATE, which carried no contract no. on the document provided me by the ice center representative, Jack Speight, but the identical document in the city clerk's office has a typewritten "CONTRACT #5187" added above the words CONTRACT TO EXCHANGE REAL ESTATE, contains no mention of the necessity to rezone the land which on the date of the Contract, was still unzoned but considered "P" (Public) as it was owned by the City of Cheyenne.

While this Contract is very specific as to whom is responsible for closing costs, etc., there are no contingencies related to rezoning those parcels listed in the Contract. There are no stated responsibilities for either party in terms of procedure to follow and who would initiate the action to rezone those four parcels of land. The BULK TRANSFER AGREEMENT OF SALE is also devoid of any mention whatsoever of the need to rezone the land. Further, there is no cross-reference to the relied-upon appraisals done for the city. There is no company name or date of such appraisal - just that there is an estimated appraised value that originated somewhere.

In fact, the wording on page 7 of the

Contract is specific in stating that there are no contingencies other than the three stated and none of the contingencies state a need for rezoning the parcels.

Why, then, when it is so obvious that the transaction was based on the land being rezoned to NB, was it not disclosed in public meetings or in these documents?

The only feasible explanation is that there was a fear that if that detail became known, more opposition would have come forward. Look at what happened when the investor group did try to rezone the parcels. Rezoning was denied. And the rezoning was not attempted prior to the sale as the votes necessary to rezone the parcels were just not there - not to mention the time it would have taken to go through the Planning Commission, then to the City Council on appeal.

Only members of the investor group know for certain why December 31, 2007 was such a critical date to them. Anytime the year-end is a deadline for a financial

transaction, it usually involves taxes.

Whatever the reason for the haste, the city council gave the authority (in Resolution 5005) to "the Mayor and City Clerk ... to execute all documents necessary to achieve the disposition of real properties as directed herein." Jack Spiker had the authorization, whether some council members understood that or meant that. It should be noted that City Clerk Carol Intlekofer did not sign either the CONTRACT TO EXCHANGE or the AGREEMENT OF SALE referred to in the second column at the left. Her deputy clerk, although a notary public, chose to use the word "ATTESTED:" instead of her notary power and seal on both documents.

While the City must get those parcels rezoned to NB, they made no other representation or commitment insofar as payment to the ice center investors. In lieu of an alternate payment, when no such offer was made and accepted, the land swap process would have to start over if the land is not rezoned.

Oh, by the way, almost three acres of the land at Storey and Canyon that was supposed to be deeded over to the investor group has not been transferred. All documents are clear that they do own that land but they have not paid property taxes on it for 2008 and would not have been assessed property taxes for 2009 had not the Cheyenne Herald questioned the records. The mill levy rate for 2008 was 74.91 and for 2009, it will be 71.0. The assessor's office can go back five years to collect property taxes which were not billed. For 2008 and 2009, this parcel of land on Storey and Canyon Rd. may be billed over \$10,000 in property taxes. Assessment schedules were sent the owners, but they did not point out the discrepancy.

The VA donated land at Windmill and Dell Range

Many stories are afloat about the status of the land donated back in 1948 by the Department of Veterans Affairs to the City of Cheyenne. A review of real estate records indicates a limited number of transfers have taken place over the years - such as an acre to expand the VA Hospital's parking lot, land involving Cheyenne Little Theater Players, the Brimmer ballfield and the largest transfer, 27 acres for the federal credit union facility on Converse Avenue.

The letter referred to in the letter of commitment signed by Jack Spiker and Don Pierson [in November 2008] promising to give at least a portion of the funds from the sale of land in Section 28 to the Botanic Gardens if they would stay off the 6th penny ballot has been impossible to locate. There should be a letter from the Department of Veterans Affairs to the City releasing the restriction of use for that land. It had been deeded to the City for use as a park and golf course. Over time, the language was broadened to recreation.

When I went to the city clerk's office on Thursday to review the files to find a copy of that letter, I was told that all files pertaining to the "VA land" had been removed to the city attorney's office. Dan White was in the process of reviewing the documents. In a meeting with White on Friday, I asked him how long he would have the files tied up and he assured me they would be back in the care of the custodian of the files [city clerk] by mid-week. I will then review them. He also promised that he would have a copy of that letter made for me when he found it so I wouldn't have to duplicate his search.

About bylines: I don't use 'em. If the story doesn't have someone else's name on it, assume I wrote it. If you're wrong, it won't be often. In the meantime, I don't have to see my name a hundred times across these pages. Not humility, just a personal preference. You know I write 'em. I know I write 'em. That's enough.

Dave Featherly

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