

Anything two people know is not a secret

THE CHEYENNE HERALD

FREE - TAKE ONE

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The ice center is no longer the Taco John's Ice and Events Center

What goes 'round, comes 'round.

Several years ago, the City denied Taco John's International a newly authorized liquor license. Taco John's applied for the license to use it at a new prototype restaurant they were opening on E. Lincolnway, called T.J. Pepperfield's. Instead, the City granted the license to a microbrewery on 17th St. that did not survive. Nor did the Taco John's sit-down restaurant prototype.

The ice and events center was first named the IKON Center. After a period of time, the owners of the center entered into a "Naming and Advertising Agreement" with Taco John's International and the ice center took on their name. When the City traded land without value to those owners for the ice center, an "Assignment, Assumption and Release Agreement" was signed by the three parties involved in the swap for the ice center - the owners, the City and Taco John's International.

That Agreement, dated January 1, 2008, was signed February 12, 2008 by the City, February 22, 2008 by the owners, and March 24, 2008 by Taco John's International.

By letter of July 20, 2010, Taco John's President & CEO Barry Sims notified the City, through Mayor Rick Kaysen, formally that Taco John's Agreement for naming and advertising rights would expire on December 31, 2010 and that Taco John's would not renew the Agreement. Sims offered his company's cooperation to "develop a transition plan to a new name and sponsor."

Taco John's International entered into the Agreement with a private group - those who caused the ice and events center to be built - not the City. They did not renew the Agreement even once with the City. Why?

It has been eight months since Kaysen was told Taco John's would not renew the Agreement. Signage and publicity for the ice and events center continues to carry Taco John's name. Isn't that unconstitutional?

The City owns the land where Attention Homes sat. Now, due to a breach by AH, and a technicality, the City also owns the house Attention Homes built on the land

In the late 1980's, the City of Cheyenne entered into a lease with Attention Homes, Inc.

Lease No. 2660 was first entered into on March 28, 1988 and the introductory paragraphs read:

"WHEREAS, Attention Homes, Inc. provides a quasi-governmental service to the City of Cheyenne and to Laramie County, Wyoming, by providing shelter care for children on a referral basis from services, the courts and law enforcement agencies; and

WHEREAS, Attention Homes, Inc. intends to build an additional shelter facility in Cheyenne, Wyoming, to provide a crises (sic) shelter and group home which can care for 10-12 youths; and

WHEREAS, the City of Cheyenne owns real property which would be a suitable site for construction of such a group home located in Cheyenne, Laramie County, Wyoming."

Lease No. 2660 goes on:

"NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. That the CITY hereby leases to LESSEE the property known as Lots 3 and 4 of the Carey* Addition as shown on the official plat thereof on file in the office of the Laramie County Clerk for the purpose of construction and operation of a group home. *Actually, the Carey Addition - 700 West Fox Farm Rd., west of the Holiday Inn and Walterscheid.

2. The term of the lease shall be for 25 years with the LESSEE having the option of renewing the lease for an additional 25 years. (Note: At \$1.00 a year, which was paid in full - \$25.00 - November 19, 1990.)

4. For and in exchange for the use of said real property, LESSEE agrees to construct a five to six-bedroom home upon said real property to be used as a crises (sic) shelter and group home for adolescents who are

runaways, abused, and neglected, or in need of supervision.

5. The group home constructed by Attention Homes, Inc. shall be of a value of not less than \$175,000 ... and shall be approximately 3,500 to 4,500 square feet in size. ...

7. At the conclusion of the lease period, the improvements constructed upon said real property shall become the property of the City of Cheyenne. (Bold mine)

8. This agreement contains the entire understanding of the parties, and there are no other terms or conditions, oral or written concerning or controlling this matter. Time is of the essence hereof.

Lease No. 2660 was signed for the City by Don Erickson and for Attention Homes by an unreadable "Michael" something.

A second Lease No. 2660 is dated May 24, 1989 and is a little more specific about the legal description of the land involved and does get it right - it is the Garey Addition. Terms and conditions of this later dated lease are the same as the earlier one except the clock started running again as to when the house had to be commenced - again one year from the lease date. Once again, the lease stated that "at the conclusion of the lease period the improvements upon said real property shall become the property of the City of Cheyenne."

Lease No. 2660 does not grant Attention Homes, Inc. authority to sub-lease or assign the lease. The City could have been clearer about the requirement that Attention Homes had to operate continuously and provide the youth home described but the intent is clear, in my opinion.

City Contract No. 4769, dated June 1, 2005, granted Attention Homes permission to place "two modular buildings adjacent to their existing building while construction takes place on the existing facility; (again at a \$1.00 a year rate). This contract was extended twice to accommodate AH.

The City of Cheyenne had filed a subdivision plat for this parcel in 1985 and filed a Conditional Use Permit to

Attention Homes, dated 5/19/1988. Western Bank of Cheyenne filed a mortgage against Attention Homes in the amount of \$110,000 a year later and it was released within 90 days. Attention Homes also filed an Assignment of Lease (2660) to Rocky Mountain Federal in 1991 but the reason is unclear. Finally, the City filed a replat of the parcel in August of 2010 - apparently planning to claim the vacated building as theirs.

At the January 12, 2009 City Council meeting, there was a public hearing "to discuss the sale of City-owned real property located at 700 West Fox Farm Road to Attention Homes, Inc. which sale will benefit the economic development of the City of Cheyenne ..." Then, "The estimated appraised value of said property to be sold is \$184,000 and will be sold to Attention Homes, Inc. for \$2,000. This land will provide additional space to facilitate the expansion and redevelopment of Attention Homes, Inc."

When Bob Fecht got involved with Attention Homes, the operation quickly tanked. The redevelopment mentioned still involved housing troubled youth. Later in that same council meeting, the subject was removed from the agenda and Attention Homes, which could have cleared up the ownership dispute with \$2,000, took no later action.

As further evidence of the purpose of Attention Homes, a letter to Don Erickson from an AH "administrator", dated March 8, 1988 (before the lease or construction) refers to "needed shelter services [for] Cheyenne's runaways, abused or troubled kids." A proposal to lease the land was attached to that letter. It was Attention Homes that offered the conversion to the City "at the conclusion of the lease period."

On February 3, 2011, Attention Homes assigned the Lease (2660) to another, albeit very different, non-profit, Safehouse/Sexual Assault Services, Inc. As much as it pains me to say this, I believe the City is right. Attention Homes breached Lease No. 2660 by terminating the services they were to provide to local youth AND there is no provision in Lease 2660 for AH to assign the lease to another party, no matter how worthy or legitimate that party.

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