

Contract for the Exchange of City Land for the IKON Ice Rink

Resolution No. 5005, adopted December 20, 2007, laid out the specifics of the agreement for the City of Cheyenne to exchange four pieces of land then owned by the City for the property commonly known as the Taco John's Events Center (originally the IKON Center).

The four parcels, all along or near the Storey Blvd. east extension, totaled 13.789 acres and the "estimated appraised value" of the four parcels was \$3,031,000.00. The Taco John's Events Center consisted of "7.97 acres" of land and has an "estimated appraised value" of \$6,998,000.00.

The swap, as represented to the public, was a good one for the City and was supported by the Cheyenne Herald. That swap. Not just any swap. That swap.

The four parcels to be received by the sellers (exchangors) of the ice center were called "worthless" on these pages.

Now that the land recipients are having problems rezoning the parcels to develop commercially, there is talk of providing them other parcels of land to "make good" the deal. On that basis, the Cheyenne Herald may not have supported the swap.

Whether the City has any legal obligation to provide other assets to the former owners of the ice center in the event they cannot develop any or all of the four parcels near Storey Blvd., is doubtful.

Contract No. 5187 was to take effect by December 31, 2007. A Bulk Transfer Agreement of Sale is dated December 27, 2007 and is part of the documents. In it, the purchase price of \$3,031,000.00 is "payable through an exchange of land, with the four parcels of land described as follows: ..." and again lists the four parcels on or near Storey Blvd.

There is nothing in any document which would require the City to provide alternative parcels of land to the former owners of the ice center if the four parcels of land they accepted in exchange for the ice center can not be developed.

Section XIII (A.) reads: "This contract supersedes in its entirety any pre-existing Option to Purchase to the Property (sic). There are no oral agreements or representations between Exchangee, Exchangor or Brokers to modify the terms and condition of this Contract."

"Exchangor" in these agreements should be "Exchanger."

It's even worse

There have been few stories presented on these pages before that have generated as many contacts as the one about a senior citizen apartment complex where residents live in fear and face constant intimidation.

Documents offered in proof that the conditions have existed since the facility opened have been produced. Copies of the lease, of a police report, of a new notice for a 50% rent increase being sought by the Minnesota owners, have been provided. This place needs improvements and it needs improvements fast.

After the introductory story about this facility in the last Herald, in addition to more contacts from dissatisfied residents, one lady who laid blame for the discontent at the feet of one or two residents, called to say she was very happy there. When asked if there were others who were also content, she said there were. I asked that she organize a meeting of those residents and I would meet with them also. I have not heard from her again.

But others I have.

The residents are in the process of forming a Tenant's Association and further grievances have been filed or settled. One involved a man with a service dog. His resolution includes the facility part-time manager being required to undergo training.

This story will take a few weeks to develop. Time ran out this past week before I could contact the property owner in Minnesota. It is inconceivable to me that anyone with money invested, no matter how cheaply constructed the property, would allow the alleged conditions to persist. And to turn their heads on invasion of property and privacy is foolish on their part. That may be getting better but it has to end.

One tenant told me that residents "rig" their doors so they can tell if their apartment has been entered in their absence.

Residents have told me that written complaints to the owner in Minnesota have gone unanswered and ignored. It may be that the owner has concluded that the less contact they have with residents in their properties, the less costly will be the operation. But, these places are HUD and other public programs subsidized. The government will have to get involved. As was done about the service dog. They cannot allow the unrest to fester.

Complaints are met with, and edicts are accompanied by, the threat to evict.

Residents range in age into their 90's. The threat of eviction would have to be terrifying. Barely able to get around on their own, they certainly would find it very difficult and inconvenient to move. However, even though the property has been open only about a year, residents have left rather than continue to tolerate what some consider elderly abuse.

Where is the protection for people like these? Some are alone and some have



More in the next issue of the Cheyenne Herald

no one willing or capable of fighting for their limited rights. Some will suffer in silence. But not all.

It is interesting timing that Aleksandr Solzhenitsyn just passed away. His stories of life in Russian gulags brought that horror into American reader's homes. Not to suggest that this property has reached the level of the Gulag Archipelago, but for senior citizens who are intimidated into silence by the threat of eviction and where even men can be intimidated by a most younger, bigger and highly aggressive untrained and unqualified female property manager, they may identify with the feelings of gulag prisoners, as preposterous as that sounds.

Residents say they "love" living in this new facility. For the most part, they enjoy their neighbors and want the problems to be resolved without their death or moving out. This is an elderly group - age is a determinant in whether one can even live in this foreign-owned property. There is no mix of youth and senior citizens. All are older - many in their 80's and at one in his 90's.

An attraction for those in wheelchairs or even ambulatory only with the aid of a walker is the entrance. It has the type doors that slide apart and passing through them is much easier than having to pull the door open or even hitting a control to activate opening. There is a community room where residents can congregate to play cards or otherwise socialize. They try to schedule those events around the manager's absence. Most of the hours of the week, there is no on-site manager. The Minnesota property owner allows only 20 hours a week pay for the manager. She is supposed to be available by cell phone as she goes to school but it isn't likely residents would call her before calling 9-1-1 or a friend or family member in Cheyenne.

One of the major complaints, along with the constant threat of eviction for the smallest of disagreements or to silence

residents, is the lack of privacy. Some have reported that the apartments are entered in their absence.

But for rare exceptions, these residents and all similar tenants have the right to privacy. Expectation of privacy is an important element of freedom in this nation. A HUD subsidized apartment building should be no different. If there were a genuine concern for a resident's safety or security, apartment invasion might be understandable. Just to view what is being kept in the apartment or where furniture is placed (again, unless it creates a true safety concern) is not reason enough to demand entry or enter when residents are not present.

Two documents were mailed to me anonymously. One notified residents, by memo dated 7/28/2008, that the restroom will "no longer be available for public use." In other words, residents (or guests) who are in the community room for an activity must return to their apartment to use a restroom. The reason for the closure? "Recent and ongoing vandalism of the restroom." Then, "Until management has deemed this issue resolved, restroom will not be available to anyone until further notice." Sounds more like someone doesn't want to have to clean that restroom. Vandalism? In a senior's apartment complex - near the manager's office door?

Another document was a "Notice to Tenants of Intention to Submit a Request to the U.S. Department of Housing and Urban Development for Approval of an Increase in Maximum Permissible Rents."

If residents want to review a "copy of the materials that we are submitting to HUD in support of our request," they can do so during normal business hours. **At 2550 University Avenue West, Suite 330 North. In ST. PAUL, MINNESOTA!** The increase requested is 50%. The owners could provide copies here in Cheyenne but that would accommodate tenants. That's not in the cards.

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