CITY COUNCIL AGENDA

I. 7:00 PM **CALL TO ORDER: MAY 17, 2016 COUNCIL**

II. **PLEDGE OF ALLEGIANCE**

III. **APPROVAL OF AGENDA**

IV. **PROCLAMATIONS**

A. **ARBOR DAY PROCLAMATION**

Documents: ARBOR DAY PROCLAMATION 2016.PDF

B. **KIDS TO PARKS DAY PROCLAMATION**

Documents: KIDS TO PARKS PROCLAMATION.PDF

V. **PRESENTATIONS**

A. **URA/MAIN STREET UPDATE**

VI. **CITIZEN REQUESTS AND OTHER COMMUNICATIONS**

Now is the appropriate time for citizens in the audience to be recognized and to speak on items both on the agenda and of general concern for them as citizens of Green River. There will be a limit of three (3) minutes for each individual and five (5) minutes for a group spokesperson. No speaker shall speak more than twice on any issue.

VII. **RESOLUTIONS**

A. **CONSIDERATION OF A RESOLUTION ACCEPTING THE DEER TRAIL SUBDIVISION FINAL PLAT AND SUBDIVISION IMPROVEMENT GUARANTEE, AND TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT**

A Resolution to approve the Final Plat of the Deer Trail Subdivision, a new 17 lot single family residential subdivision. The Resolution also accepts a Subdivision Improvement Guarantee to guarantee the construction of the required subdivision improvements, and authorizes the Mayor to execute a Subdivision Improvement Agreement between the City of Green River and Triple A & W Properties, LLC.

Suggested Motion: I move to approve the Resolution to accept the Final Plat of Deer Trail Subdivision, accept a Subdivision Improvement

Guarantee in the amount of $620,480.00, and authorize the Mayor to execute a Subdivision Improvement Agreement between the City of Green River and Triple A & W Properties, LLC.

Documents: DEER TRAIL SUBDIVISION AGENDA PACKET - REVISED.PDF

B. CONSIDERATION OF A RESOLUTION FOR THE RENEWAL OF THE AGREEMENT FOR THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX - 6TH PENNY BOND LEASE PAYMENTS

This resolution authorizes the renewal of: "that certain Lease and Agreement, dated as of July 30, 2013 to budget and appropriate funds for the payment of the rental payments and additional rental thereunder for FYE17" as required by the Bondholders for the financing of the construction of water, sewer, and street improvements to certain sites that the city either owns, has a leasehold or right-of-way interest in or, in connection with certain improvements, we will acquire an ownership, leasehold or right-of-way interest in.

Suggestion Motion: I move to approve the resolution authorizing renewal of that certain Lease and Agreement, dated July 30, 2013, by and among Sweetwater County, Wyoming; Castle Rock Special Hospital District; Town of Granger, Wyoming; City of Green River, Wyoming; City of Rock Springs, Wyoming; Town of Superior, Wyoming; Town of Wamsutter, Wyoming; and the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board, through the budget and appropriation of fund for the payment of rental payments and additional rentals thereunder for fiscal year 2016-2017.

Documents: RESOLUTION SPECIAL PURPOSE TAX.PDF

C. CONSIDERATION OF A RESOLUTION TO ACCEPT A GRANT FROM WYOMING OFFICE OF HOMELAND SECURITY

The Green River Police Department applies for and was successful in being awarded a grant from the Wyoming Office of Homeland Security in the amount of $45,954.00. This grant requires no matching funds from the City of Green River and is 100% reimbursable.

The Police Department worked with the Parks and Recreation Department and Finance to determine a number of projects that could be funded with the monies. New secure proximity card reader doors will be installed at City Hall, along with several at the PD that were not able to be done during initial construction. Funding will also be used to purchase and install numerous security cameras for the PD and Parks and Recreation Department.

Suggested Motion: I move to approve the resolution to accept a Grant from the Department of Homeland Securities Law Enforcement Terrorism Prevention Activities Grant for the Police Department and to approve an increase in the Capital Projects Fund for the Homeland Security Program in the amount of $45,954.

Documents: RESOLUTION - HOMELAND SECURITY.PDF

VIII. COUNCIL ACTION ITEMS

A. CONSIDERATION OF AMENDMENT #4 TO THE TRANSFER STATION ENGINEERING SERVICES AGREEEMENT WITH INBERG MILLER ENGINEERS

The City entered into a Transfer Station Engineering Services Agreement with Inberg Miller Engineers (IME) in 2011. Since that time, IME has provided transfer station planning, permitting, and design assistance to the City. The current Amendment #4 would extend the term of IME services to the City related to the transfer station design, permitting, and construction in compliance with the City's Cease and Transfer Grant and Loan parameters.

Suggested Motion: I move to approve Amendment #4 to the Transfer Station Engineering Service Contract with Inberg Miller Engineers for $152,050, and authorize the Mayor to sign the Amendment.

Documents: IME AMENDMENT 4 TRANSFER STATION.PDF

B. CONSIDERATION TO APPROVE CHANGE ORDER #3, AN INCREASE TO THE GRPD SHOOTING RANGE PROJECT, IN THE AMOUNT OF $3,495.75

As the indoor range project has continued and nears the completion, a concern about a natural gas line located on the interior wall of the basement, was discovered. The line is between the firing line and the bullet trap of the range and either needs to be relocated to the exterior of the building or protected by armor. Although the line is located inside the furring of the interior wall, it still would be susceptible to being struck by a bullet and therefore, the cheaper solution is to re-route the line outside. This change order also adds two days to the time request to finish the project.

During the initial planning of the range project, it was not understood that this gas line would need additional protection beyond the covering of the wall with furring, drywall and acoustical panels. The range manufacturer considers this gas line to be a danger if not protected with armor or relocated.

The first two change orders were no additional costs to the overall range budget, but were requests for time extensions due to manufacturer delays.

Suggested Motion: I move to approve Change Order #3 with Sheppard Construction, in the amount of $3,495.75, for the Police Department Shooting Range Project.

Documents: CHANGE ORDER SHOOTING RANGE.PDF

IX. CONSENT AGENDA

A. APPROVAL OF AN AGREEMENT WITH SWEETWATER COUNTY EVENTS COMPLEX FOR THE USE OF THEIR PEOPLE MOVERS AND BLEACHERS DURING THE OVERLAND STAGE STAMPEDE RODEO

An agreement between the City of Green River and Sweetwater County Events Complex for the use of people movers during the Overland Stage Stampede Rodeo. They are being donated in the form of a sponsorship.

Suggested Motion: I move to approve an agreement between the City of Green River and Sweetwater County Events Complex for the use of people movers and bleachers during the 2016 Overland Stage Stampede Rodeo.

Documents: CITY COUNCIL AGENDA ITEM FOR PEOPLE MOVERS.PDF

B. ACCEPTANCE OF A GRANT AWARD FROM WYDOT COOPERATIVE LANDSCAPE PROGRAM

The City of Green River has been awarded a grant from the WYDOT Cooperative Grant Advisory Committee in the amount of $7,000. The award is for the design and implementation of a xeriscape plan at the gateway to Green River on the east entrance of town. The grant award requires no matching funds, however some labor for planting trees will be provided by the City, watering will be done through a drip line system already in existence at the site. The planting of shrubs and perennials will be done by the Beautification Committee and other volunteers. This award does not require a formal grant agreement, however the M-26 Landscape Agreement requires the Mayor's signature.

Suggested Motion: I move to accept the grant award from WYDOT Cooperative Landscaping Program, in the amount of $7,000, and authorize the Mayor to sign the M-26 Landscape Agreement.

Documents: AGENDA WYODOT AWARD MAY 17,2016.PDF

C. ISSUANCE OF A CATERING PERMIT TO THE HITCHING POST RESTAURANT & SALOON

The Hitching Post Restaurant & Saloon is requested a catering permit to serve alcohol at the Overland Stage Stampede Rodeo, on June 3rd and 4th, 2016, from 5 pm to midnight.

Suggested Motion: I move to approve the issuance of a catering permit to the Wild Horse Saloon, dba, The Hitching Post Restaurant & Saloon, to cater alcoholic beverages at the Overland Stage Stampede Rodeo on June 3rd & 4th, 2016, from 5 pm to midnight, at the rodeo arena.

Documents: CATERING PERMIT - HITCHING POST.PDF

D. APPROVAL OF MINUTES FOR:

D.i. April 28, 2016 Budget Workshop

Documents: APRIL 28, 2016 BUDGET WORKSHOP SIGNATURES.PDF

D.ii. May 3, 2016 Council Meeting

Documents: MAY 3, 2016 COUNCIL SIGNATURES.PDF

E. APPROVAL OF PAYMENT OF BILLS:

E.i. Prepaids - $101,887.55

Documents: 5-17-16 PREPAID INVOICES.PDF

E.ii. Outstanding Invoices - $599,097.57

Documents: 5-17-16 OUTSTANDING INVOICES.PDF

E.iii. Payroll Expenditures - $294,857.63

Documents: 5-17-16 PAYROLL.PDF

E.iv. Preauthorization Payments - $1,131,100.00

Documents: 5-17-16 PREAUTHORIZATION.PDF

X. CITY ADMINISTRATOR'S REPORT

XI. CITY ATTORNEY'S REPORT

XII. MAYOR AND COUNCIL REPORTS

XIII. ADJOURNMENT

CITY of GREEN RIVER

FISH IT. FLOAT IT. LIVE IT.

WYOMING

OFFICE OF THE MAYOR

ARBOR DAY PROCLAMATION

WHEREAS, Arbor Day has contributed to the public's awareness of the importance of trees; and

WHEREAS, the National Arbor Day Foundation has been a leader in the promotion of education and the importance of planting of trees in communities across America; and

WHEREAS, trees provide city dwellers with many comforts and pleasures such as providing shade, cleaning our air, providing beauty, buffering harsh urban sounds, providing shelter from winter winds, providing shelter for wildlife, and increasing property values; and

WHEREAS, an official Arbor Day proclamation is one of four requirements by the National Arbor Day Foundation for a community to meet certification as a "Tree City USA":

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Pete Rust, do hereby designate **SATURDAY**, MAY 21ST, 2016, as the day to celebrate

ARBOR DAY

in Green River and encourage all citizens to actively support tree planting and protection as a means to improve our community and the quality of our lives. Further, I invite all citizens to participate in the City of Green River's Arbor Day celebration at Collier Park on Saturday, May, 21st beginning at 10:00 a.m.

IN WITNESS WHEREOF I have hereunto set my hand this 17th day of May, 2016.

_____

Mayor Pete Rust

CITY of GREEN RIVER

FISH IT. FLOAT IT. LIVE IT.

WYOMING

OFFICE OF THE MAYOR

KIDS TO PARKS DAY PROCLAMATION

WHEREAS, May 21st, 2016 is the sixth Kids to Parks Day organized and launched by the National Park Trust; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, it is important to introduce a new generation to our nation's parks because of the decline in Park attendance over the last decades; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes mellitus, hypertension and hypercholesterolemia; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

NOW THEREFORE, I, Pete Rust, Mayor of Green River, Wyoming , do hereby proclaim to participate in

Kids to Parks Day

I urge residents of Green River to make time **May 21st, 2016** to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF I have hereunto set my hand this 17th day of May, 2016.

_____

Mayor Pete Rust

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: May 11, 2016	Department: Community Development
Meeting Date: May 17, 2016	Department Head: Laura Profaizer
	Presenter: Laura Profaizer

Subject:

A Resolution approving the Final Plat of Deer Trail Subdivision, accepting a subdivision improvement guarantee, and authorizing the Mayor to execute a Subdivision Improvement Agreement between the City of Green River and Triple A & W Properties, LLC.

Background/Alternatives:

After holding a public hearing on April 13, 2016, Planning and Zoning Commission recommends approval of the Final Plat of the Deer Trail Subdivision, submitted by Triple A & W Properties, LLC. The proposed subdivision creates 17 single family residential lots. This property is located on Upland Way and extends north, down to Fall View Drive. Through the construction drawing review and the public hearing process, it was determined that the proposed subdivision complies with the requirements of the Subdivision Regulations of the City of Green River as submitted.

The attached Resolution approves the Final Plat of the Deer Trail Subdivision, accepts the Subdivision Improvement Guarantee in the amount of $620,480.00, and authorizes the Mayor to execute a Subdivision Improvement Agreement. The Subdivision Improvement Agreement outlines the City's procedures for releasing the letter of credit and specifies the procedures for the issuance of building permits, payment of the fees in lieu of parkland dedication, acceptance of subdivision improvements (including the required one year warranty), and the issuance of certificates of occupancy.

Attachments:

Deer Trail Subdivision Final Plat

Resolution (including the Subdivision Improvement Agreement as Exhibit A)

Fiscal Impact:

None

Staff Impact:

Minimal

Legal Review:

Approved on May 13, 2016

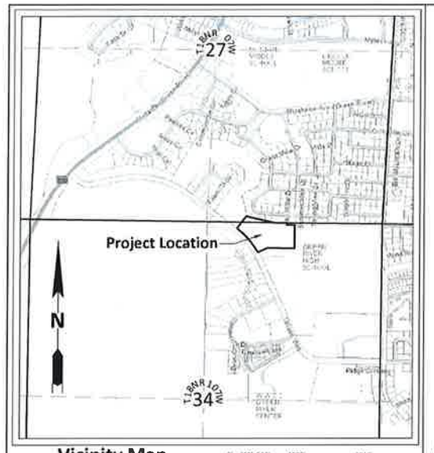
Suggested Motion:

I move to approve the Resolution to accept the Final Plat of Deer Trail Subdivision, accept a Subdivision Improvement Guarantee in the amount of $620,480.00, and authorize the Mayor to execute a Subdivision Improvement Agreement between the City of Green River and Triple A & W Properties, LLC.

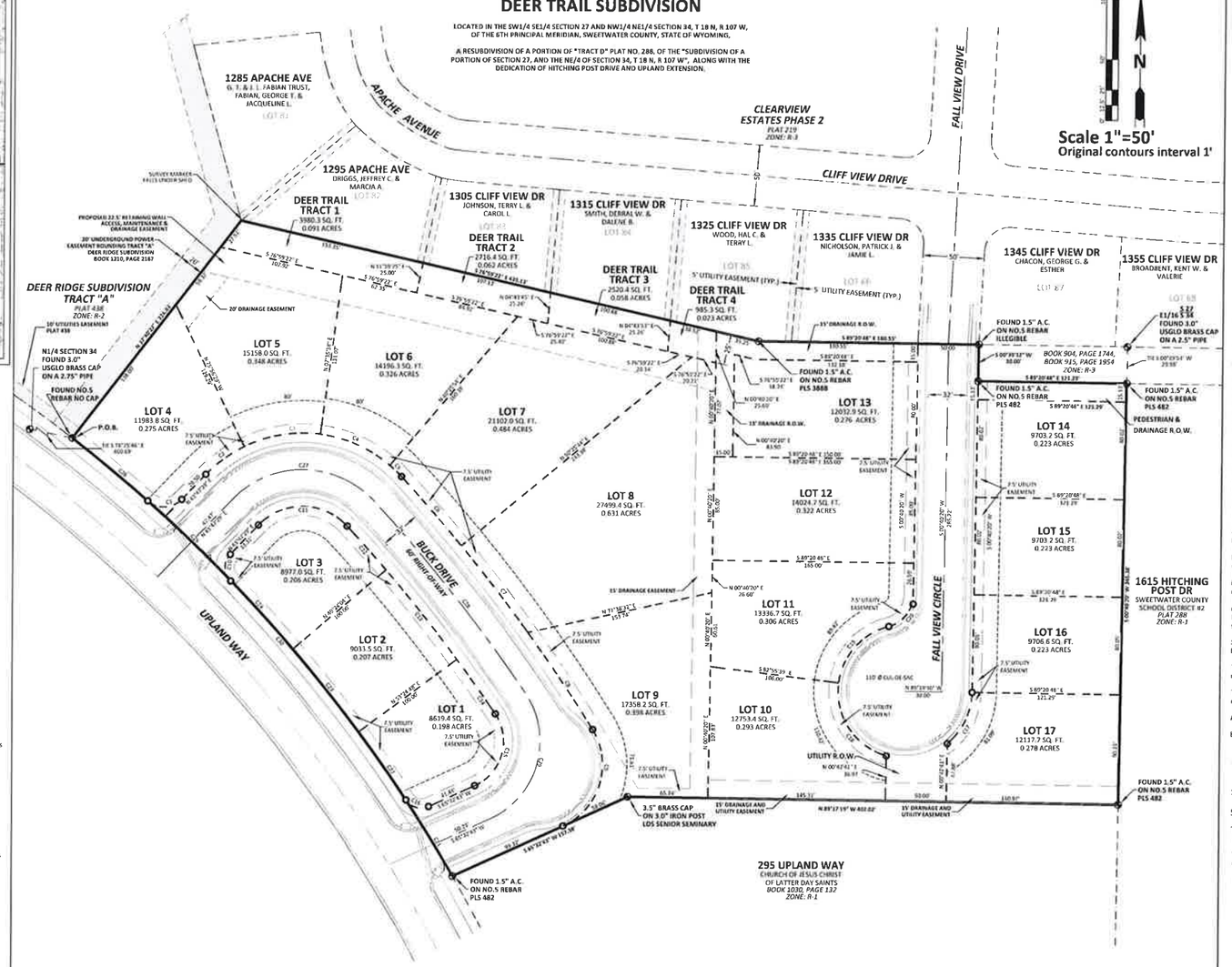
FINAL PLAT
DEER TRAIL SUBDIVISION

LOCATED IN THE SW1/4 SE1/4 SECTION 27 AND NW1/4 NE1/4 SECTION 34, T 18 N, R 107 W, OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, STATE OF WYOMING,

A RESUBDIVISION OF A PORTION OF "TRACT D" PLAT NO. 288, OF THE "SUBDIVISION OF A PORTION OF SECTION 27, AND THE NE/4 OF SECTION 34, T 18 N, R 107 W", ALONG WITH THE DEDICATION OF HITCHING POST DRIVE AND UPLAND EXTENSION.



Vicinity Map
SCALE 1"=1000'



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	30.63'	20.00'	87°43'30"	N 87°39'14" E	27.72'
C2	38.91'	110.00'	20°16'02"	N 53°55'30" E	38.71'
C3	64.38'	110.00'	33°32'07"	N 80°49'35" E	63.47'
C4	63.04'	110.00'	32°50'16"	S 65°59'14" E	62.18'
C5	113.28'	110.00'	6°54'55"	S 40°06'38" E	113.27'
C6	75.31'	1400.00'	3°04'55"	S 41°06'43" E	75.30'
C7	89.73'	1400.00'	3°40'23"	S 37°84'05" E	89.72'
C8	95.92'	1400.00'	3°55'24"	S 33°56'24" E	95.83'
C9	93.64'	55.00'	97°31'10"	S 16°47'08" W	82.74'
C10	23.02'	15.00'	87°56'40"	N 00°10'15" W	20.83'
C11	81.64'	50.00'	93°33'20"	S 89°23'51" E	72.87'
C12	48.04'	1460.00'	2°03'35"	S 41°37'33" E	48.04'
C13	93.84'	1460.00'	4°00'44"	S 38°35'34" E	93.82'
C14	78.88'	1460.00'	3°27'22"	S 34°54'01" E	78.87'
C15	69.67'	40.00'	99°47'22"	S 11°39'02" W	61.19'
C16	21.21'	15.00'	81°00'50"	N 73°56'52" W	20.81'
C17	47.99'	55.00'	49°99'51"	S 25°10'16" W	46.49'
C18	77.69'	55.00'	80°55'58"	N 33°21'37" W	71.39'
C19	65.57'	55.00'	68°18'14"	N 41°11'28" E	61.75'
C20	34.55'	26.50'	74°42'15"	N 38°01'28" E	32.16'
C21	60.46'	1240.00'	2°47'36"	N 31°27'07" W	60.45'
C22	80.90'	1240.00'	3°44'17"	N 34°41'03" W	80.89'
C23	86.83'	1240.00'	4°00'44"	N 38°35'34" W	86.82'
C24	91.40'	1240.00'	4°13'14"	N 43°42'18" W	91.38'
C25	60.01'	1240.00'	3°46'22"	N 46°12'31" W	60.00'
C26	100.00'	1240.00'	4°37'14"	N 49°54'18" W	99.97'
C27	130.63'	80.00'	93°33'20"	S 89°25'51" E	116.59'
C28	201.09'	1370.00'	8°24'36"	S 38°26'53" E	200.93'
C29	121.92'	70.00'	99°47'18"	S 15°39'04" W	107.08'
C30	479.59'	1240.00'	22°09'37"	N 41°08'07" W	476.63'

Notes:

1. Deer Trail Tract 1 to be conveyed to Jeffrey C. & Marcia A. Driggs Lot 82 of Clearview Estates Phase II.
2. Deer Trail Tract 2 to be conveyed to Terry L. & Carol L. Johnson Lot 83 of Clearview Estates Phase II.
3. Deer Trail Tract 3 to be conveyed to Derral W. & Dalene B. Smith Lot 84 of Clearview Estates Phase II.
4. Deer Trail Tract 4 to be conveyed to Hal C. & Terry L. Wood Lot 85 of Clearview Estates Phase II.
5. No dumping of trash of any kind is allowed on Deer Ridge Tract "A".
6. This property is out of the flood plain area.
7. Preliminary soils investigations have been completed and there is no evidence of any special measures or mitigation procedures required.
8. 7.5' utility easement around the street side of the lots.
9. 25' utility easement either side of rear lot line of Clearview Estates Phase 2, per Plat Number 219.
10. All Interior Lot corners to be set upon completion of construction.
11. Exterior Boundary corners are presently set and will be replaced with a 3-1/4" Aluminum Cap after construction.
12. Development to be completed by 2016.
13. There will be no individual lot access permitted from Upland Way.
13. Proposed 22.5' access, maintenance and drainage easement for the retaining wall in Lots 5, 6 & 7 will be maintained by individual lot owners.
14. Fencing must be installed by individual lot owners along top of retaining wall that does not compromise the structural integrity of the retaining wall or embankment.
15. 15' Drainage Right-of-Way on Lot 13 shall be maintained by the City of Green River, NO improvements including fencing shall be constructed within this area.

- FOUND MONUMENT (AS INDICATED)
- BOUNDARY
- LOT LINE
- SETBACK LINE
- UTILITY EASEMENT
- EXISTING EASEMENT

TOTAL NUMBER OF LOTS = 17

TOTAL NUMBER OF TRACTS = 4

LOTS TOTAL NUMBER OF BLOCKS = 1

BLOCK Tract "D" Acreage: 1,477,337 ft.² or 33.915 Acres

Subdivided Area: 302,744 ft.² or 6.950 Acre

Zoning R-2

ACREAGES:

DESCRIPTION OF LAND	ACREAGE
LOTS	5.424
TRACTS	0.234
COMMERCIAL/INDUSTRIAL AREAS	0.000
OPEN SPACE	0.000
LAND IN RIGHTS-OF-WAY	2.186
TOTAL ACREAGE	6.950

Certificate of acceptance and approval by the City Council of the City of Green River as follows:

Approved this ___ day of _____, A.D., 2016, by the governing body of the City of Green River, Sweetwater County, Wyoming.

_____
(Mayor)

_____
(City Clerk)

Certificate of approval by the City of Green River Planning and Zoning Commission as follows:

This plat approved by the City of Green River Planning and Zoning Commission this ____ day of _____, A.D.,2016

_____
Chairman

_____
Secretary

Certificate for recording by the County Clerk and Recorder as follows:

This plat was filed for record in the Office of the Clerk and Recorder at_____o'clock_____.m.,_____A.D., 2016, recorded in Book___, Page No.__

_____
County Clerk

Certificate of review of the City Engineer as follows:

Data on this plat reviewed this _____day of _____ A.D. 2016 by the City Engineer/ Utility Manager of the City of Green River, Wyoming.

_____
City Engineer/Utility Manager

DEDICATION

Know all men by these presents that the undersigned Triple A & W Properties, LLC, being the owner, proprietor, or parties of interest in the land shown on this plat, do hereby certify:

That the foregoing plat designated DEER TRAIL SUBDIVISION, is located in Sections 27 and 34, T 18 N, R 107 W, Green River, Sweetwater, Wyoming and is more particularly described in Book 1002, Page 1391 in the County Clerk and Recorders Office of Sweetwater County, Green River, Wyoming as follows:

Tract "D" of plat No. 288, recorded as Subdivision of a Portion of Section 27 and the NE1/4 of Section 34, T18N, R107W of the 6th Principal Meridian, Sweetwater County, State of Wyoming.

Subject, however, to the following conditions, restrictions and reservations:

Limitation upon the face of the Quitclaim Deed that only the following described portion of the tract may be developed and subdivided for the sale of property zoned residential dwellings:

A parcel of land all situated in the S 1/2 SE1/4, Section 27, and the N 1/2 NE1/4, Section 34, T 18 N, R 107 W of the 6th Principal Meridian, Green River, Sweetwater County, Wyoming, the boundary of which is more particularly described as follows:

Being a Resubdivision of a portion of "Tract D" of Plat 288 "Subdivision of a Portion of Section 27, and the NE/4 of Section 34, T18N, R107W, Along with the Dedication of Hitching Post Drive and Upland Extension."

COMMENCING at the E1/6 Section corner common to Sections 27 and 34, T 18 N, R 107 W of the 6th Principal Meridian, Sweetwater County, Wyoming;
thence S 00°11'42" W a distance of 30.00 feet along the common boundary for the NW1/4 NE1/4 and the NE1/4 NE1/4 of said Section 34 to the POINT OF BEGINNING;
thence S 00°11'42" W, 345.40 feet along the common boundary for the NW1/4 NE1/4 and the NE1/4 NE1/4 of said Section 34 to a point on the northerly boundary of a parcel of land deeded to the Church of Jesus Christ of Latter-Day Saints as filed in the Office of the Sweetwater County Clerk and Recorder, in Book 874, Page 531;
thence N 89°45'59" W, 401.99 feet along the northerly boundary of the said deeded land to the Church of Jesus Christ of Latter-Day Saints to a point;
thence S 65°02'24" W, 157.46 feet along the northwesterly boundary of the said deeded land to the Church of Jesus Christ of Latter-Day Saints to a point on the northerly boundary of Upland Way Extension to a point;
thence along the arc of a curve to the left having a radius of 1240.00 feet, a delta of 22°13'05", a chord bearing of N 41°32'31" W, a chord length of 477.84 feet and an arc length of 480.64 feet along the northerly boundary of Upland Way Extension to a point;
thence N 37°16'24" E , 224.76 feet to a point on the southerly boundary of Clearview Estates, Phase 2 Subdivision as filed in the Office of the Sweetwater County Clerk and Recorder;
thence S 27°28 04" E, 435.86 feet along a southerly boundary of said Clearview Estates, Phase 2 Subdivision to a point;
thence S 89°40'24" E, 180.03 feet along a southerly boundary of said Clearview Estates, Phase 2 Subdivision to a point on the easterly boundary of a parcel of land deeded to Kent and Valerie Broadbent as filed in the Office of the Sweetwater County Clerk and Recorder in Book 904, Page 1745;
thence S 00°25'59" W, 29.77 feet more or less, along a westerly boundary of said parcel of land deeded to Kent and Valerie Broadbent;
thence S 89°34'01" E, 121.42 feet more or less, along a southerly boundary of said parcel of land deeded to Kent and Valerie Broadbent to the POINT OF BEGINNING.

AS SURVEYED DESCRIPTION:
BEGINNING at the N1/4 Corner of said Section 34, being a found 3" USGLO Brass Cap on a 2.75" pipe, thence S 78°25'46" E a distance of 460.69 feet to a point; said point is the West Corner of the proposed subdivision;
thence N 37°40'22" E along the exterior boundary of the proposed subdivision and southeastern boundary of Deer Ridge Estates Subdivision Tract "A" as recorded with the Sweetwater County Recorder, in Plat 436, for 224.83 feet to a point which is the Northwest Corner of the proposed subdivision;
thence S 76°59'22" E along the exterior boundary of the proposed subdivision and southwestern boundary of Clearview Estates Phase 2 Subdivision for 435.33 feet to a point on the South line of said SE1/4 Section 27;
thence S 89°20'48" E along the exterior boundary of the proposed subdivision and southern boundary of Clearview Estates Phase 2 Subdivision and said South line for 180.55 feet;
thence S 00°39'32" W along the exterior boundary of the proposed subdivision and westerly boundary of Kent & Valerie Broadbent property as recorded with the Sweetwater County Recorder, in Book 904, Page 1744 and Book 915, Page 1954, for 30.00 feet;
thence S 89°20'48" E along the exterior boundary of the proposed subdivision and southerly boundary of said Kent & Valerie Broadbent property for 121.29 feet to the Northeast Corner of proposed subdivision;
thence S 00°40'20" West along the exterior boundary of the proposed subdivision and westerly boundary of Sweetwater County School District #2 property as recorded with the Sweetwater County Recorder, in Plat 288 for 345.38 feet to the Southeast Corner of proposed subdivision;
thence N 89°17'19" W along the exterior boundary of the proposed subdivision and northerly boundary of Church of Jesus Christ of Latter Day Saints property as recorded with the Sweetwater County Recorder, in Book 1030, Page 132, for 402.03 feet;
thence S 65°32'43" W along the exterior boundary of the proposed subdivision and northwest boundary of said Church of Jesus Christ of Latter Day Saints property, for 157.38 feet to a point on the northerly right of way of Upland Way Extension;
thence northwesterly along curve number 4 as shown on said Plat 288, concave southwesterly, on northerly right of way boundary of Upland Way Extension whose chord is N 41°08'07" W for 476.63 feet, having a tangent length of 479.59 feet, to a point which is the West Corner of the proposed subdivision and the POINT OF BEGINNING.

Said proposed subdivision boundary contains an area of 302,744 square feet or 6.950 acres.
Basis of bearings is based from Wyoming State Plane Coordinate System Wyoming West Central NAD 83.

That this subdivision, as it is described and as it appears on this plat, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors, and that this is a correct plat of the area as it is divided into Lots, Tracts, streets and utility easements, and

That the undersigned owners of the land shown and described on this plat do hereby dedicate to the City for perpetual public use streets, alleys, easements, Tracts and other lands within the boundary lines of the plat as indicated and not already otherwise dedicated for public use.

All rights under and by virtue of the homestead exemption laws of the State of Wyoming are hereby waived and released.

Executed this _____ day of _____ A.D., 2016, by:

_____ William Dolinar, Owner
TRIPLE A & W PROPERTIES, LLC

_____ Anastasia Dolinar, Owner
TRIPLE A & W PROPERTIES, LLC

STATE OF WYOMING }
SWEETWATER COUNTY } SS

The foregoing instrument was acknowledged before me this day of _____, A.D., 2016 by _____ as a free and voluntary act and deed.

Witness my hand and official seal.

My commission expires: _____

_____
Notary Public

STATE OF WYOMING }
SWEETWATER COUNTY } SS.

I, Todd M. Whittaker, do hereby certify that: I am a registered land surveyor licensed under the laws of the State of Wyoming; that this plat is a true, correct, and complete plat of DEER TRAIL SUBDIVISION as laid out, platted, dedicated and shown hereon; that such plat was made from an accurate survey of said property by me and/or personnel under my supervision and correctly shows the location and dimensions of the lots, easements, tracts and streets of said subdivision as the same are staked upon the ground in compliance with the City of Green River regulations governing the subdivision of land.

NO:	REVISIONS	BY:	DATE:

DRAWN BY: CED/GEB
DESIGNED BY: KK
CHECKED BY:SA
PROJECT NO: 2014009
JOB NO: 15-39
DATE: 03/25/16
SCALE: AS NOTED
FILE NAME:

DEER TRAIL SUBDIVISION

Prepared for:
William Dolinar/Owner/Subdivider
550 East 2nd North
Green River, Wyoming 82935

WILLIAM H. SMITH & ASSOCIATES, INC.
SURVEYORS ENGINEERS PLANNERS
550 EAST SECOND NORTH
GREEN RIVER, WY 82935
PHONE: 307-875-3638
307-875-3639
www.whsmithpc.com

RESOLUTION R16-____

A RESOLUTION APPROVING AND ACCEPTING THE FINAL PLAT OF THE DEER TRAIL SUBDIVISION, ACCEPTING A SUBDIVISION IMPROVEMENT GUARANTEE, AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF GREEN RIVER AND TRIPLE A & W PROPERTIES, LLC.

WHEREAS, after holding a public hearing and proper review before the Planning and Zoning Commission of the City of Green River, Wyoming, on April 13, 2016, it was resolved that the Deer Trail Subdivision Final Plat complies with all requirements of Appendix C of the Code of Ordinances of the City of Green River; and,

WHEREAS, it is the intent of the Deer Trail Subdivision to re-subdivide and thereby vacate a portion of "Tract D" of Plat No. 288, the "SUBDIVISION OF A PORTION OF SECTION 27 AND THE NE ¼ OF SECTION 34 T.18N., R.107W. ALONG WITH THE DEDICATION OF HITCHING POST DRIVE AND UPLAND WAY EXTENSION"; and,

WHEREAS, said Commission recommends to the Governing Body of the City of Green River that the final plat of Deer Trail Subdivision, legally described below, be approved and accepted by the Governing Body of the City of Green River; and,

WHEREAS, Triple A & W Properties, LLC has provided the City of Green River with a Subdivision Improvement Guarantee, in the form of an Irrevocable Standby Letter of Credit, issued by State Bank, in the amount of Six Hundred Twenty Thousand, Four Hundred Eighty Dollars and Zero Cents ($620,480.00); and,

WHEREAS, Triple A & W Properties, LLC has provided a Subdivision Improvement Agreement to guarantee the installation of the necessary public facilities required within the Subdivision Regulations of the City of Green River, and as shown on the Construction Drawings and Cost Estimate as approved by the City Engineer on May 16, 2016; and,

WHEREAS, after due and proper review held on May 17, 2016 the Governing Body of the City of Green River has accepted and approved said resolution of the Green River Planning and Zoning Commission and has elected to approve and accept said final plat of DEER TRAIL SUBDIVISION, A RESUBDIVISION OF A PORTION OF "TRACT D" PLAT NO. 288, OF THE "SUBDIVISION OF A PORTION OF SECTION 27 AND THE NE ¼ OF SECTION 34 T.18N., R.107W., ALONG WITH THE DEDICATION OF HITCHING POST DRIVE AND UPLAND WAY EXTENSION", as a subdivision in the City of Green River, Wyoming;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GREEN RIVER, STATE OF WYOMING:

Section 1. That the final plat of Deer Trail Subdivision be, and the same is hereby, approved and accepted as a Final Plat.

Section 2. That the following described parcel of ground comprising Deer Trail Subdivision be , and the same is hereby, accepted as a subdivision in the City of Green River, said subdivision to be known as Deer Trail Subdivision:

THAT THE FOREGOING PLAT DESIGNATED DEER TRAIL SUBDIVISION, IS LOCATED IN SECTIONS 27 AND 34, T 18 N, R 107 W, GREEN RIVER, SWEETWATER, WYOMING, AND IS MORE PARTICULARLY DESCRIBED IN BOOK 1002, PAGE 1391 IN THE COUNTY CLERK AND RECORDERS OFFICE OF SWEETWATER COUNTY, GREEN RIVER, WYOMING AS FOLLOWS:

TRACT "D" OF PLAT NO. 288, RECORDED AS SUBDIVISION OF A PORTION OF SECTION 27 AND THE NE1/4 OF SECTION 34, T18N, R107W OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, STATE OF WYOMING.

SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS, RESTRICTIONS AND RESERVATIONS:

LIMITATION UPON THE FACE OF THE QUITCLAIM DEED THAT ONLY THE FOLLOWING-DESCRIBED PORTION OF THE TRACT MAY BE DEVELOPED AND SUBDIVIDED FOR THE SALE OF PROPERTY ZONED RESIDENTIAL DWELLINGS:

A PARCEL OF LAND ALL SITUATED IN THE S 1/2 SE1/4, SECTION 27, AND THE N 1/2 NE1/4, SECTION 34, T 18 N, R 107 W OF THE 6TH PRINCIPAL MERIDIAN, GREEN RIVER, SWEETWATER COUNTY, WYOMING, THE BOUNDARY OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A RESUBDIVISION OF A PORTION OF "TRACT D" OF PLAT 288 "SUBDIVISION OF A PORTION OF SECTION 27, AND THE NE/4 OF SECTION 34, T18N, R107W, ALONG WITH THE DEDICATION OF HITCHING POST DRIVE AND UPLAND EXTENSION."

COMMENCING AT THE E1/6 SECTION CORNER COMMON TO SECTIONS 27 AND 34, T 18 N, R 107 W OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, WYOMING; THENCE S 00°11'42" W A DISTANCE OF 30.00 FEET ALONG THE COMMON BOUNDARY FOR THE NW1/4 NE1/4 AND THE NE1/4 NE1/4 OF SAID SECTION 34 TO THE POINT OF BEGINNING; THENCE S 00°11'42" W, 345.40 FEET ALONG THE COMMON BOUNDARY FOR THE NW1/4 NE1/4 AND THE NE1/4 NE1/4 OF SAID SECTION 34 TO A POINT ON THE NORTHERLY BOUNDARY OF A PARCEL OF LAND DEEDED TO THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS AS FILED IN THE OFFICE OF THE SWEETWATER COUNTY CLERK AND RECORDER, IN BOOK 874, PAGE 531; THENCE N 89°45'59" W, 401.99 FEET ALONG THE NORTHERLY BOUNDARY OF THE SAID DEEDED LAND TO THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS TO A POINT; THENCE S 65°02'24" W, 157.46 FEET ALONG THE NORTHWESTERLY BOUNDARY OF THE SAID DEEDED LAND TO THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS TO A POINT ON THE NORTHERLY BOUNDARY OF UPLAND WAY EXTENSION TO A POINT;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1240.00 FEET, A DELTA OF 22°13'05", A CHORD BEARING OF N 41°32'31" W, A CHORD LENGTH OF 477.84 FEET AND AN ARC LENGTH OF 480.84 FEET ALONG THE NORTHERLY BOUNDARY OF UPLAND WAY EXTENSION TO A POINT; THENCE N 37°16'24" E , 224.76 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF CLEARVIEW ESTATES, PHASE 2 SUBDIVISION AS FILED IN THE OFFICE OF THE SWEETWATER COUNTY CLERK AND RECORDER; THENCE S 77°28'04" E, 435.86 FEET ALONG A SOUTHERLY BOUNDARY OF SAID CLEARVIEW ESTATES, PHASE 2 SUBDIVISION TO A POINT; THENCE S 89°40'24" E, 180.03 FEET ALONG A SOUTHERLY BOUNDARY OF SAID CLEARVIEW ESTATES, PHASE 2 SUBDIVISION TO A POINT ON THE EASTERLY BOUNDARY OF A PARCEL OF LAND DEEDED TO KENT AND VALERIE BROADBENT AS FILED IN THE OFFICE OF THE SWEETWATER COUNTY CLERK AND RECORDER IN BOOK 904, PAGE 1745; THENCE S 00°25'59" W, 29.77 FEET MORE OR LESS, ALONG A WESTERLY BOUNDARY OF SAID PARCEL OF LAND DEEDED TO KENT AND VALERIE BROADBENT; THENCE S 89°34'01" E, 121.42 FEET MORE OR LESS, ALONG A SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DEEDED TO KENT AND VALERIE BROADBENT TO THE POINT OF BEGINNING.

AS SURVEYED DESCRIPTION:
BEGINNING AT THE N1/4 CORNER OF SAID SECTION 34, BEING A FOUND 3" USGLO BRASS CAP ON A 2.75" PIPE, THENCE S 78°25'46" E A DISTANCE OF 460.69 FEET TO A POINT; SAID POINT IS THE WEST CORNER OF THE PROPOSED SUBDIVISION; THENCE N 37°40'22" E ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND SOUTHEASTERN BOUNDARY OF DEER RIDGE ESTATES SUBDIVISION TRACT "A" AS RECORDED WITH THE SWEETWATER COUNTY RECORDER, IN PLAT 438, FOR 224.83 FEET TO A POINT WHICH IS THE NORTHWEST CORNER OF THE PROPOSED SUBDIVISION; THENCE S 76°59'22" E ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND SOUTHWESTERN BOUNDARY OF CLEARVIEW ESTATES PHASE 2 SUBDIVISION FOR 435.13 FEET TO A POINT ON THE SOUTH LINE OF SAID SE1/4 SECTION 27; THENCE S 89°20'48" E ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND SOUTHERN BOUNDARY OF CLEARVIEW ESTATES PHASE 2 SUBDIVISION AND SAID SOUTH LINE FOR 180.55 FEET; THENCE S 00°39'12" W ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND WESTERLY BOUNDARY OF KENT & VALERIE BROADBENT PROPERTY AS RECORDED WITH THE SWEETWATER COUNTY RECORDER, IN BOOK 904, PAGE 1744 AND BOOK 915, PAGE 1954, FOR 30.00 FEET; THENCE S 89°20'48" E ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND SOUTHERLY BOUNDARY OF SAID KENT & VALERIE BROADBENT PROPERTY FOR 121.29 FEET TO THE NORTHEAST CORNER OF PROPOSED SUBDIVISION; THENCE S 00°40'20" WEST ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND WESTERLY BOUNDARY OF SWEETWATER COUNTY SCHOOL DISTRICT #2 PROPERTY AS RECORDED WITH THE SWEETWATER COUNTY RECORDER, IN PLAT 288 FOR 345.38 FEET TO THE SOUTHEAST CORNER OF PROPOSED SUBDIVISION; THENCE N

89°17'19" W ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND NORTHERLY BOUNDARY OF CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS PROPERTY AS RECORDED WITH THE SWEETWATER COUNTY RECORDER, IN BOOK 1030, PAGE 132, FOR 402.03 FEET; THENCE S 65°32'43" W ALONG THE EXTERIOR BOUNDARY OF THE PROPOSED SUBDIVISION AND NORTHWEST BOUNDARY OF SAID CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS PROPERTY, FOR 157.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF UPLAND WAY EXTENSION; THENCE NORTHWESTERLY ALONG CURVE NUMBER 4 AS SHOWN ON SAID PLAT 288, CONCAVE SOUTHWESTERLY, ON NORTHERLY RIGHT OF WAY BOUNDARY OF UPLAND WAY EXTENSION WHOSE CHORD IS N 41°08'07" W FOR 476.61 FEET, HAVING A TANGENT LENGTH OF 479.59 FEET, TO A POINT WHICH IS THE WEST CORNER OF THE PROPOSED SUBDIVISION AND THE POINT OF BEGINNING.

SAID PROPOSED SUBDIVISION BOUNDARY CONTAINS AN AREA OF 302,744 SQUARE FEET OR 6.950 ACRES. BASIS OF BEARING IS BASED FROM WYOMING STATE PLANE COORDINATE SYSTEM WYOMING WEST CENTRAL NAD 83.

Section 3. That this plat is the resubdivision of a portion of "Tract D" Plat No. 288, of the "Subdivision of a portion of Section 27 and the NE ¼ of Section 34 T.18N., R.107W. along with the dedication of HITCHING POST DRIVE and UPLAND WAY EXTENSION", as recorded in the records of the Sweetwater County Clerk. All earlier plats or portions thereof, encompassed by the boundaries of this plat, are hereby vacated.

Section 4. That the City of Green River hereby accepts the Subdivision Improvement Guarantee, in the form of an Irrevocable Standby Letter of Credit, issued by State Bank, in the amount of Six Hundred Twenty Thousand, Four Hundred Eighty Dollars and Zero Cents ($620,480.00), to guarantee the installation of the required public improvements of the Deer Trail Subdivision.

Section 5. That the Subdivision Improvement Agreement, attached hereto as "Exhibit A" and incorporated herein, outlining the terms and conditions of approval, be and is hereby approved.

Section 6. That Pete Rust, Mayor of the City of Green River, be and is hereby authorized to execute such Subdivision Improvement Agreement.

Section 7. It is ordered that the Director of Community Development shall forthwith note on the Zoning Map that the aforedescribed tract has been accepted as a subdivision in the City of Green River, said subdivision to be known as Deer Trail Subdivision.

PASSED AND APPROVED this _____ day of _____, 2016.

_____

Pete Rust, Mayor

ATTEST:

_____

Chris Meats, City Clerk

"EXHIBIT A"

SUBDIVISION IMPROVEMENT AGREEMENT

AN AGREEMENT RELATING TO THE COMPLETION OF IMPROVEMENTS WITHIN THE DEER TRAIL SUBDIVISION, LOCATED IN THE SW1/4 SE1/4 OF SECTION 27 AND NW1/4 NE1/4 OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 107 WEST OF THE 6TH PRINCIPAL MERIDIAN, SWEETWATER COUNTY, STATE OF WYOMING.

THIS AGREEMENT, entered into this 17th day of May, 2016, by and between the CITY OF GREEN RIVER, WYOMING, (hereinafter called CITY), and TRIPLE A & W PROPERTIES, LLC, (hereinafter called SUBDIVIDER).

WITNESSETH:

1) That the SUBDIVIDER submitted to the CITY for approval the Final Plat of the Deer Trail Subdivision, (hereinafter called SUBDIVISION); and

2) That certain subdivision improvements are required by the City of Green River Subdivision Regulations, (hereinafter called REGULATIONS), to be installed by the SUBDIVIDER; and

3) That the SUBDIVIDER is required by the REGULATIONS to guarantee the installation of all required subdivision improvements, according to plans and specifications submitted and approved by the City Engineer, prior to approval and recording of the subdivision plat; and

4) That the amount of the guarantee is based on an estimate provided by the SUBDIVIDER'S engineer and approved by the City Engineer and is an amount not less than one hundred percent (100%) of the estimated cost of all required subdivision improvements remaining to be installed and approved; and

5) That the SUBDIVIDER has furnished to the CITY a Subdivision Improvement Guarantee, in the form of an Irrevocable Standby Letter of Credit, issued by State Bank, in the amount of Six Hundred Twenty Thousand, Four Hundred Eighty Dollars and Zero Cents ($620,480.00), as stated in the approved Engineer's Cost Estimate.

6) That in accordance with the City of Green River Code of Ordinance, Appendix C, Section 9.b., the Subdivider shall have all required improvements installed within twenty-four (24) months from the date of the guarantee or a commitment accepted by the City.

7) That the SUBDIVIDER is required to submit a cash in lieu of public land dedication payment in the amount of 15% of the appraised value of the undeveloped land at the time of Final Plat approval. The City of Green River is agreeable to require the SUBDIVIDER to submit the cash in lieu of public land dedication payment, prior to the

City Council's acceptance of the ownership and maintenance of the subdivision improvements and the issuance of any Certificates of Occupancy within the subdivision, instead of at the time of Final Plat acceptance. To determine the amount of the payment, prior to acceptance of the cash in lieu of public land payment, the SUBDIVIDER shall submit to the City of Green River a copy of an appraisal that certifies the appraised value of the undeveloped land.

8) That the SUBDIVIDER is utilizing adjacent property owned by Sweetwater County School District #2 to receive drainage from the proposed subdivision and that Sweetwater County School District #2 has supplied a letter stating that they accept said drainage. In accordance with Section 5.e.6.(i) of the REGULATIONS, if the subdivider proposes to utilize adjoining property for sewers, drainage, sewer lines, power lines or other utilities, the subdivider shall provide copies of binding easements for the proposed facilities from each property owner over whose land such services shall extend. The SUBDIVIDER shall provide the CITY with a copy of the recorded easement prior to the City Council's acceptance of the ownership and maintenance of the subdivision improvements and the issuance of any Certificates of Occupancy within the subdivision.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1) The SUBDIVIDER shall provide the CITY with a signed Mylar of the subdivision plat along with a check payable to Sweetwater County in the amount of $75 for the recordation of the plat. The CITY shall secure the necessary CITY signatures and submit the plat for recording with the Sweetwater County Clerk.

2) Upon recording the Final Plat with the Sweetwater County Clerk, lots within the subdivision may be sold.

3) All subdivision improvements designated on Addendum "A" to this AGREEMENT, attached hereto and incorporated herein by this reference, and being a list of the required subdivision improvements and Engineer's estimate of construction costs, as approved by the City Engineer, shall be constructed and completed by the SUBDIVIDER, according to plans and specifications prepared by William H. Smith and Associates, Inc., and approved by the City Engineer on May 16, 2016.

4) The submitted Subdivision Improvement Guarantee, in the form of an Irrevocable Standby Letter of Credit, issued by State Bank, in the amount of Six Hundred Twenty Thousand, Four Hundred Eighty Dollars and Zero Cents ($620,480.00), is to guarantee the completion of all SUBDIVISION improvements described in Addendum "A".

5) All subdivision improvements designated on Addendum "A" shall be installed, constructed and completed by the SUBDIVIDER by May 17, 2018. All construction shall be performed in a good and workmanlike manner, in accordance with applicable rules and regulations governing such construction.

6) At any time after the satisfactory completion of construction of all or any SUBDIVISION improvements or categories thereof, the SUBDIVIDER shall give written notice to the City Engineer of such completion. The SUBDIVIDER'S Engineer of Record shall provide the City Engineer with As-Built Drawings, required pressure test and disinfection test records, and any other required documentation necessary for the City Engineer's inspection of the completed improvements. The SUBDIVIDER shall cooperate in the reasonable inspection of the improvements by the City Engineer.

7) After receipt of the above notice of completion and required documentation from the Engineer of Record, the City Engineer shall inspect the SUBDIVISION improvements to which the notice of completion applies, and shall give the SUBDIVIDER either written notice of approval or denial and corrective action required. Upon completion of any required corrective action, notice, inspection and approval or denial shall be required in like manner as cited above.

8) Upon receipt of a notice of approval by the City Engineer, the SUBDIVIDER may request the release of the proportionate amount of the subdivision improvement guarantee that corresponds with the notice of approval by the City Engineer. The request of reduction shall be made in writing by the SUBDIVIDER to the CITY. The written request shall include an itemized list of the public improvements that were completed, inspected and approved by the City Engineer, and shall include the requested amount to be released. After receiving receipt of the City Engineer's acceptance to release a portion of the subdivision improvement guarantee, the CITY's Community Development Department shall schedule the release for approval by the Green River City Council at the next available regular meeting of the City Council. In no event shall the security be reduced to less than twenty-five (25%) of its original amount unless and until final acceptance of all subdivision improvements as outlined in Paragraph 11 below, is completed. Approval of the release does not grant CITY ownership and maintenance of the improvements. CITY acceptance of ownership and maintenance of the improvements will not occur until final acceptance of all subdivision improvements as outlined in Paragraph 11 below.

9) Building Permits may only be issued by the City Building Inspector after all monumentation and staking has been completed, and upon approval by the City Engineer of the public improvements consisting of water lines and stubs to each lot, sanitary sewer lines and stubs to each lot. The SUBDIVIDER'S Engineer of Record shall also provide curb elevations for all lots prior to the issuance of any building permit.

10) Upon completion of all SUBDIVISION improvements described in Addendum "A", approval of the SUBDIVISION improvements by the City Engineer, and prior to the CITY accepting ownership and maintenance of the Subdivision improvements, the SUBDIVIDER shall provide the CITY with a written warranty, in the form of a maintenance bond, or other security approved by the CITY, for a period of twelve (12)

months from the date of acceptance of the improvements by the City Council. The amount of the security for the warranty period shall be twenty-five (25%) percent of the total amount listed in Addendum "A".

11) The SUBDIVIDER shall provide the CITY with a copy of an appraisal that certifies the appraised value of the undeveloped land and the required cash in lieu of public land dedication payment, made payable to the City of Green River, in the amount of 15% of the undeveloped appraised value as shown within the appraisal, prior to the City Council's acceptance of the ownership and maintenance of the SUBDIVISION improvements, as outlined in paragraph 13 below.

12) The SUBDIVIDER shall provide the CITY with a copy of the recorded drainage easement from Sweetwater County School District #2 prior to the City Council's acceptance of the ownership and maintenance of the SUBDIVISION improvements, as outlined in paragraph 13 below.

13) Upon the payment of the cash in lieu of public land dedication payment, submittal of the warranty, and receipt of the written notice by the City Engineer of the approval of all SUBDIVISION improvements, the Community Development Department shall schedule action by the Green River City Council at the next available regular meeting of the City Council to accept the one year maintenance bond, acceptance of the ownership and maintenance of the public subdivision improvements, and to release of any unreleased portion of the Subdivision Improvement Guarantee referenced to in herein.

14) Certificates of Occupancy shall not be issued until the City Council has issued final acceptance of the subdivision improvements as outlined in Paragraph 13 of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in duplicate, each of which is deemed an original, as of the date first above written.

CITY OF GREEN RIVER, WYOMING

_____

(SEAL) Pete Rust, Mayor

ATTEST:

_____

Chris Meats, City Clerk

SUBDIVIDER:

_____

William Dolinar, Member/Manager
TRIPLE A & W PROPERTIES, LLC

STATE OF WYOMING)
) ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by _____, SUBDIVIDER, this _____ day of _____, 2016.

Witness my hand and official seal.

_____

Notary Public

My Commission Expires:

_____

SUBDIVIDER:

_____

Anastasia Dolinar, Member/Manager
TRIPLE A & W PROPERTIES, LLC

STATE OF WYOMING)
) ss.
County of Sweetwater)

The foregoing instrument was acknowledged before me by _____, SUBDIVIDER, this _____ day of _____, 2016.

Witness my hand and official seal.

_____

Notary Public

My Commission Expires:

_____

ADDENDUM "A"
Approved Engineer's Cost Estimate

Engineers Estimate for Deer Trail Subdivision

Description	Unit	Quantity	Unit Cost	Total Cost
Grading				
Erosion Control/Grading	SY	6,500	$3.00	$19,500.00
Hydro Seeding	LS	1.00	$7,500.00	$7,500.00
Subtotal Grading				**$27,000.00**
Water System Improvements				
6" PVC Water Line (Fall View Circle)	LF	60	$45.00	$2,700.00
12" Fitting (Fall View Circle)	EA	3	$1,000.00	$3,000.00
8" PVC Water Line (Buck Drive)	LF	592	$50.00	$29,600.00
8" Gate Valve (Buck Drive)	EA	3	$2,650.00	$7,950.00
8" Fitting (Buck Drive)	EA	5	$560.00	$2,800.00
12" Gate Valve (Upland Way)	EA	4	$3,960.00	$15,840.00
12" Fitting (Upland Way)	EA	6	$750.00	$4,500.00
Connection to Existing Water Main	EA	3	$2,000.00	$6,000.00
1" Water Service	EA	17	$2,140.00	$36,380.00
Install New Fire Hydrant Assembly, Tee & Valve	EA	3	$5,500.00	$16,500.00
Remove Valve - Cut/Cap and install thrust block	EA	1	$2,000.00	$2,000.00
Subtotal Water System Improvements				**$127,270.00**
Sanitary Sewer System Improvements				
8" Sewer Line	LF	554	$78.00	$43,212.00
48" Diameter Manholes	EA	5	$3,400.00	$17,000.00
4" Service Line (Buck Drive)	EA	9	$1,100.00	$9,900.00
4" Servie Line (Fall View Circle)	EA	8	$1,500.00	$12,000.00
Tie-In to Existing Main	EA	1	$2,000.00	$2,000.00
Subtotal Sanitary Sewer System Improvements				**$84,112.00**
Storm Sewer Improvements				
Catch Basins	EA	7	$2,450.00	$17,150.00
48" Storm Manhole	EA	2	$3,300.00	$6,600.00
18" HDPE Storm Sewer	EA	524	$70.00	$36,680.00
Tie to Existing Storm Sewer Upland Way	EA	1	$2,350.00	$2,350.00
Detention Pond Upgrades	LS	1	$7,500.00	$7,500.00
Subtotal Storm Sewer Improvements				**$70,280.00**
Roadway Improvements				
Curb & Gutter (Residential-High back)	LF	2,020	$30.00	$60,600.00
4' Sidewalk	LF	2,020	$15.00	$30,300.00
Handicap Ramps	EA	4	$400.00	$1,600.00
Concrete Valley Gutter	SY	40	$65.00	$2,600.00
Asphalt Patching (Upland Way)	Ton	30	$110.00	$3,300.00
Base Course Patch (Upland Way)	Ton	60	$25.00	$1,500.00
4" Asphaltic Pavement	SY	4,016	$7.50	$30,120.00
8" Crushed Base Course	SY	4,016	$9.25	$37,148.00
Traffic Control on Upland Way	LS	1	$10,000.00	$10,000.00
Subtotal Roadway Improvements				**$177,168.00**
Miscellaneous				
Utility Conduit (4")	LF	4,000	$8.50	$34,000.00
Utility Conduit (2")	LF	4,000	$7.50	$30,000.00
Utility Trench	EA	4,000	$3.00	$12,000.00
Light poles and luminaries	EA	4	$1,600.00	$6,400.00
Street Signs & Stop Signs	EA	3	$750.00	$2,250.00
Gas and Electric Improvements	LS	1	$50,000.00	$50,000.00
Subtotal Miscellaneous				**$134,650.00**

Subtotal Grading	**$27,000.00**
Subtotal Water System Improvements	**$127,270.00**
Subtotal Sanitary Sewer System Improvements	**$84,112.00**
Subtotal Storm Sewer Improvements	**$70,280.00**
Subtotal Roadway Improvements	**$177,168.00**
Subtotal Miscellaneous	**$134,650.00**
Grand Total Improvements	**$620,480.00**

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 05/11/16	Department: Finance
Meeting Date: 05/17/16	Department Head: Chris Meats
	Presenter: Chris Meats

Subject:

Resolution for the Renewal of the Agreement for the Sweetwater County 2013 Specific Purpose Tax – 6th Penny Bond Lease Payments

Background/Alternatives:

This resolution authorizes the renewal of: "that certain Lease and Agreement, dated as of July 30, 2013 to budget and appropriate funds for the payment of the rental payments and additional rental thereunder for FYE17" as required by the Bondholders for the financing of the construction of water, sewer, and street improvements to certain sites that the city either owns, has a leasehold or right-of-way interest in or, in connection with certain improvements, we will acquire an ownership, leasehold or right-of-way interest in.

Attachments:

Memorandum & Resolution

Fiscal Impact:

FYE2017 Budget will include allocation for the required payments under the lease agreement

Staff Impact:

n/a

Legal Review:

n/a

FREUDENTHAL & BONDS, P.C.

ATTORNEYS AT LAW
129 EAST CARLSON STREET (82009)
P.O. BOX 387
CHEYENNE, WYOMING 82003

STEVEN F. FREUDENTHAL
BARBARA E. BONDS

TELEPHONE (307) 634-2240
TELECOPY (307) 634-0336
EMAIL: FIRM@WYOLAW.COM

OF COUNSEL:
PENCE AND MACMILLAN LLC

VIA E-MAIL ONLY

MEMORANDUM

TO: Granger - Dawn Mansir - togclerk@hotmail.com
Green River - Chris Meats - tsmith@cityofgreenriver.com
Rock Springs - Lisa M. Tarufelli - financedept@rswy.net
Superior - Michaelene Maes-Ekker - townclerk@superiorwyoming.net
Wamsutter - Susan Carnes - susan@wamsutter-wy.org
Sweetwater County - Dale Davis - davisd@sweet.wy.us

FROM: Barbara E. Bonds

DATE: April 21, 2016

SUBJECT: Resolution Concerning the Annual Renewal of Lease Purchase Agreement with the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board

It is once again time for the County and communities to renew the Lease Purchase Agreement with the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board.

Attached hereto is a PDF copy of the renewal resolution that contains the amount of specific purpose tax that needs to be budgeted and appropriated for the upcoming fiscal year for your entity.

Please let me know the date of the meeting for consideration of the resolution and provide me, by e-mail, an executed copy of the resolution after adoption. Once I get copies of all of the resolutions, I will make the filing with the Trustee.

After adoption, please also send me an electronic version of your budget, or summary of your budget, showing the inclusion of the amount. Once I get copies of all of the budgets, I will make the second required filing with the Trustee.

You have all done a great job of keeping the Trustee informed as to these matters. Last year, however, we seemed to have a mix-up. I think if I take the responsibility for the filing it will be easier on all of us.

I work in Word Perfect only, so am sending you PDF documents. My assistant, Heather Kammerman, will send you copies of each resolution in a Word format.

Thank you for your help.

/s
Encl.

RESOLUTION NO. ____

RESOLUTION AUTHORIZING RENEWAL OF THAT CERTAIN LEASE AND AGREEMENT, DATED AS OF JULY 30, 2013, BY AND AMONG SWEETWATER COUNTY, WYOMING; CASTLE ROCK SPECIAL HOSPITAL DISTRICT; TOWN OF GRANGER, WYOMING; CITY OF GREEN RIVER, WYOMING; CITY OF ROCK SPRINGS, WYOMING; TOWN OF SUPERIOR, WYOMING; TOWN OF WAMSUTTER, WYOMING; AND THE SWEETWATER COUNTY 2013 SPECIFIC PURPOSE TAX JOINT POWERS BOARD, THROUGH THE BUDGET AND APPROPRIATION OF FUNDS FOR THE PAYMENT OF RENTAL PAYMENTS AND ADDITIONAL RENTALS THEREUNDER FOR FISCAL YEAR 2016-2017 .

WHEREAS, the City of Green River, Wyoming ("Green River"), along with Sweetwater County, Wyoming; Castle Rock Special Hospital District; Town of Granger, Wyoming; City of Rock Springs, Wyoming; Town of Superior, Wyoming; and Town of Wamsutter, Wyoming (collectively, the "Lessees"), has entered into that certain annually terminable Lease and Agreement, dated as of July 30, 2013 (the "Lease") with the Sweetwater County 2013 Specific Purpose Tax Joint Powers Board (the "Board"), whereby Green River has subleased certain Sites (as defined in the Lease) from the Board and has further leased from the Board certain Improvements (as defined in the Lease) to be constructed on the Sites; and

WHEREAS, Section 4.1 of said Lease provides that each of the Lessees must annually determine whether or not to terminate said Lease effective June 30 of any Fiscal Year; and

WHEREAS, Green River has determined to continue said Lease for the period from July 1, 2016 to and including June 30, 2017, and the governing body of Green River has determined and hereby confirms to Wells Fargo Bank, National Association, in Denver, Colorado (the "Trustee"), under that certain Indenture of Trust, dated as of July 30, 2013, between the Board and the Trustee, that there shall be included in Green River's Fiscal Year 2016-2017 budget moneys to pay all Rental Payments and reasonably estimated Additional Rentals for said period (as defined in the Lease), all as further provided in ARTICLE VI of said Lease;

NOW, THEREFORE, BE IT RESOLVED:

1. Green River will include in its Fiscal Year 2016-2017 budget all payments required under the Lease for Fiscal Year 2016-2017.

2. Pursuant to that certain County Roadway/Castle Rock/Municipalities' Improvements Specific Purpose Tax Escrow Agreement, dated as of July 30, 2013 (the "Escrow Agreement") with the Sweetwater County Treasurer, as escrow agent (the "Escrow Agent"), which established an escrow account (the "Escrow Account") for the collections that result from the imposition of a specific purpose sales and use tax that was imposed in Sweetwater County, Wyoming, effective April 1, 2013 (the "2013 Tax Revenues"), the governing body of Green River hereby further specifically budgets and appropriates $2,133,714.40 in said 2013 Tax Revenues for the payment of Rental Payments under the Lease and further directs the Escrow Agent to make payments to the Trustee at the times and in the amounts as are set forth in such Escrow Agreement.

3. Submission of a copy of this resolution, along with a copy of Green River's Fiscal Year 2016-2017 budget, to the Trustee, the Board and George K. Baum & Company, after adoption of Green River's Fiscal Year 2016-2017 budget, will fully meet the requirements of Section 4.1 of the Lease.

THIS RESOLUTION is made and duly executed this ___ day of _____, 2016, in accordance with the authorization by a majority vote of the duly elected members of the governing body of Green River.

CITY OF GREEN RIVER, WYOMING

by: _____

ATTESTED: Title: Mayor

By: _____
Title: Clerk/Treasurer

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 5-17-16	Department: Finance
Meeting Date: 5-17-16	Department Head: Chris Meats
	Presenter: Chris Meats

Subject:

Consideration to of a resolution for a grant from Wyoming Office of Homeland Security in the amount of $45,954.00.

Background/Alternatives:

The Green River Police Department applied for and was successful in being awarded a grant from the Wyoming Office of Homeland Security in the amount of $45,954.00. This grant requires no matching funds from the City of Green River and is 100% reimbursable.

The Police Department worked with the Parks and Recreation Department and Finance to determine a number of projects that could be funded with the monies. New secure proximity card reader doors will be installed at City Hall, along with several at the Police Department that were not able to be done during initial construction. Funding will also be used to purchase and install numerous security cameras for the Police Department and Parks and Recreation Department.

Attachments:

*Res**olution***

Fiscal Impact:

$45,954.00.

Staff Impact:

Allows for completion of multiple projects across different Departments.

Legal Review:

Previously reviewed and approved by legal.

Suggested Motion:

I move to apporve the resolution as attached.

Resolution No. R16-

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO ACCEPT A GRANT FROM THE DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES GRANT FOR THE POLICE DEPARTMENT AND TO APPROVE AN INCREASE IN THE CAPITAL PROJECTS FUND FOR THE HOMELAND SECURITY PROGRAM IN THE AMOUNT OF $45,954.

WHEREAS, the Governing Body desires to use the grant proceeds for the Police Department; **and**

WHEREAS, the City desires to accept the grant from the Department of Homeland Security – Law Enforcement Terrorism Prevention Activities program; **and**

WHEREAS, the Governing Body desires to increase the expenditure budget authority in the Capital Projects Fund for the purpose of funding the Police Department's Homeland Security program (15.000.000.HMLDSC.60) in the amount of $45,954; **and**

WHEREAS, the Governing Body desires to increase the revenue budget authority in the Capital Projects Fund for the purpose of funding the Police Department's Homeland Security program (15.000.000.HMLDSC.4810) in the amount of $45,954;

NOW, THEREFORE, BE IT RESOLVED, THAT THE GOVERNING BODY ACCEPTS THE GRANT WITH THE DEPARTMENT OF HOMELAND SECURITY LAW ENFORCEMENT TERRORISM PREVENTION ACTIVITIES IN THE AMOUNT OF $45,954 FOR THE CITY'S POLICE DEPARTMENT HOMELAND SECURITY PROGRAM, AND AUTHORIZES AND DIRECTS THE MAYOR TO SIGN THE GRANT FOR SUCH PURPOSE AND AUTHORIZES THE CITY ADMINISTRATOR AND CITY TREASURER TO MAKE THE ABOVE CHANGES TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016.

PASSED, APPROVED AND ADOPTED THIS 17th DAY OF MAY, 2016.

SIGNED:

_____

Pete Rust, Mayor

ATTEST:

_____

Chris Meats, City Clerk

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: May 9, 2016	Department: Public Works
Meeting Date: May 17, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Amendment #4 to the Transfer Station Engineering Services Agreement with Inberg Miller Engineers.

Background/Alternatives:

The City entered into a Transfer Station Engineering Services Agreement with Inberg Miller Engineers (IME) in 2011. Since that time, IME has provided transfer station planning, permitting, and design assistance to the City. The current Amendment #4 would extend the term of IME services to the City related to the transfer station design, permitting, and construction in compliance with the City's Cease and Transfer Grant and Loan parameters.

Attachments: *Amendment #4*

Fiscal Impact:

Amendment #4 would authorize $152,050 for additional Transfer Station Engineering Services, including design, permitting, bidding, and construction-related testing and inspection services, as required as part of the Cease and Transfer Program (TRST). The program identified has adequate budget authority for this Amendment. Transfer Station design and construction activities are eligible for reimbursement through the Cease and Transfer Program.

Staff Impact:

Staff from Solid Waste and Engineering will coordinate the transfer station design, bidding, and construction activities.

Legal Review: *Pending*

Suggested Motion:

"I move to approve Amendment #4 to the Transfer Station Engineering Service Contract with Inberg Miller Engineers for $152,050, and authorize the Mayor to sign the Amendment."

May 4, 2016 15751-GE

8 PDF PAGES EMAILED: mwestenskow@cityofgreenriver.org
THIS CONSTITUTES THE ORIGINAL

Mark Westenskow, P.E.
Director of Public Works
City of Green River
50 East 2nd North
Green River, WY 82935

RE: ***REVISED*** AMENDMENT NO. 4 TO OUR
NOVEMBER 14, 2011 SERVICE AGREEMENT
FOR TRANSFER STATION ENGINEERING SERVICES
GREEN RIVER TRANSFER STATION
GREEN RIVER, WYOMING

Dear Mark:

The purpose of this Amendment is to amend our Service Agreement and Appendix A dated November 14, 2011. ***This revised Amendment No. 4 supersedes our previous Amendment No. 4 dated January 22, 2016, and February 22, 2016, by only listing the budget for the remaining work left to complete the construction documents phase, reducing the construction phase service scope of work based on an assumed six-month construction period, and adding construction materials testing and special inspection services.***

SERVICE AGREEMENT

Revise the following Section as follows:

SECTION 29.1: TERM OF AGREEMENT

The term of this AGREEMENT shall be extended commencing on June 20, 2015, and ending on June 30, 2017. IME shall not commence work or services under this AGREEMENT until the CLIENT executes and delivers a copy of this AMENDMENT to IME.

APPENDIX A

PROJECT DESCRIPTION

It is our understanding the project will consist of the design and construction of a transfer station for the handling and transfer of Municipal Solid Waste (MSW) to a regional landfill. The transfer station will be located at the current location of the City of Green River scale and entrance to the Green River Landfill on Upland Road. A preliminary layout of the facility has been prepared by Inberg-Miller Engineers and will provide the basis for the permit and design. The purpose of these design services is to develop bidding level documents for the construction of the proposed transfer station, bidding phase services, and construction phase services for the proposed transfer station.

DRAFT

SCOPE OF SERVICES

TRANSFER STATION PERMIT MINOR AMENDMENT

A Chapter 6 Operating Permit was issued by the Wyoming Department of Environmental Quality on September 10, 2014. Since the issuance of this permit, several alterations to the proposed operations and site plan have been made including changing from a compacted and hauled waste transfer station to direct haul system. The proposed transfer station will now serve as a point of collection for local waste with the majority of MSW now being directly hauled to the regional landfill in Rock Springs. With this operational change, several changes to the permitted site plan have occurred. With these changes, Wyoming DEQ requires a minor amendment to the issued Chapter 6 transfer station permit. IME will prepare this minor amendment and submit to the Wyoming DEQ for approval.

SITE CIVIL DESIGN

IME has prepared and submitted 30 percent level design plans for the transfer station. Based on the review of these plans, IME will prepare 60 percent, 90 percent, and 100 percent design level plans for the transfer station incorporating the City's comments. Our proposed construction plans will include the following:

Site & Paving Plan

1. Inberg-Miller Engineers will provide a site and paving plan drawing showing site features including fencing, drives, parking, concrete paving and walks, stairs, and the location of the new scale and scale house. Drawings will include dimensions, coordinates for construction, and construction notes.

Grading and Drainage Plan

1. We will prepare a grading and drainage plan for the proposed parking lot layout. The grading plan will include spot elevations and 1-foot contours, drainage structures including catch basins, culverts, and ditches.

2. We will design an excavation plan for the existing channel to convey off site storm water through the site for an appropriate design storm event.

3. We will prepare drainage calculations and analyses for the offsite drainage channel and onsite drainage structures.

Building Plans

1. We will prepare building plans for the proposed enclosed transfer station which will include attached space for an office, a public tipping area, a commercial tipping area, refuse containers, floor drains, interior walls, floor slabs, and other pertinent building features.

2. We will retain a subconsultant to provide, electrical and mechanical plans for the proposed building.

Utilities

1. We will show locations for the proposed water service, hydrant locations (if necessary), and proposed sleeves for irrigation lines and conduit.

2. We will evaluate the existing septic system for use in the new site. If the existing septic system is not adequate for use, we will design a new septic system to service the new transfer station building.

3. Dry utilities (cable TV, telephone, gas, and electric) are typically designed and installed by the utility companies. We will coordinate the location of transformers, pedestals, and trenches for direct bury cable or conduit to be shown on the civil plans based on the third party's design or recommendations. We will coordinate our design efforts with the appropriate utility companies.

Landscape Plan

1. We will coordinate with the City of Green River, if necessary, and show the location, total areas, and general types of landscaping on site plans.

2. Specific species of trees and layout of irrigation systems will not be designed.

Specifications

We will prepare specifications for the reconstruction of the proposed parking lot utilizing the Wyoming Public Works Standard Specifications. We will provide these documents as both reproducible originals and in digital format.

Cost Estimation

We will provide an engineer's cost estimate to the City of Green River prior to the project bid phase. Inberg-Miller Engineers opinions of probable construction cost are to be made on the basis of Inberg-Miller Engineers experience and qualifications and represent Inberg-Miller Engineers best judgment as an experienced and qualified professional generally familiar with the industry. However, since Inberg-Miller Engineers has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Inberg-Miller Engineers cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Inberg-Miller Engineers. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

<u>BIDDING PHASE SERVICES</u>

We will prepare information necessary for the bid advertisement, conduct the pre-bid meeting, answer questions and issue addenda as necessary during the bidding period, and assist the City during the bid opening.

CONSTRUCTION PHASE SERVICES

We will coordinate with the selected contractor during construction by answering questions related to the project plans and specifications. IME's Engineer or Resident Project Representative will make visits to the project site at intervals appropriate to the various stages of construction, as IME deems necessary, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of contractor's executed work. Based on information obtained during such visits and observations, IME's Engineer, for the benefit of the owner, will determine, in general, if the work is proceeding in accordance with the project's plans and specifications. IME's Engineer's efforts will be directed toward helping the owner evaluate whether the completed work conforms generally to the project's plans and specifications. On the basis of such visits and observations, IME's Engineer will keep the owner informed of the progress of the work. Based on the project details and estimated construction schedule, we anticipate our Resident Project Representative will be on site daily to observe the progress and conformance of construction.

Construction phase services will also include construction materials testing and special inspection services. During our visits by our designated Resident Project Representative, we will provide quality control testing of compacted soils, aggregates, and asphalt, testing of fresh concrete including slump, air, temperature, and compressive strength, and laboratory testing of soils, aggregates, and concrete as necessary during the course of construction. Our special inspection services will include IBC special inspections of structural steel, structural welding, high strength bolting, cable bracing tensioning, rebar placement, concrete placement, and soil conditions under structural components.

Our scope of services **does not** include the following:

1. This proposal does not include any work that would require our employees to enter confined spaces, such as manholes, which are regulated by OSHA.

2. Off-site water, sewer, and storm sewer design.

3. Revisions to the site plan after the approval of the preliminary site plan by the owner. If requested, we will revise the site plan at our current hourly rate.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates. We **estimate** the cost of the proposed scope of services described above to be as follows:

Tasks	Estimated Fees
Transfer Station Permitting and Construction Documents	
1. Transfer Station Permit Addendum	$2,800.00
2. Final Construction Plans and Specifications	$17,000.00
Bidding Phase Services	$5,500.00
Construction Phase Services (Observation/Admin/Testing)*	$126,750.00
Total	$152,050.00

*Construction phase services are included as part of the Cease and Transfer grant and assumes a six-month construction duration with our RPR staff on site part time supplemented by the City of Green River staff.

If services in addition to the proposed scope of services appear necessary, we will perform such services at additional cost.

PERFORMANCE SCHEDULE

Upon receipt of a properly executed copy of this Amendment, we will be available to continue to perform professional services.

CLOSURE

We appreciate the opportunity to submit this Amendment to our Service Agreement. Please have your authorized representative execute the Amendment where indicated and return a full and complete copy of the Amendment to our office.

If you have any questions regarding this Amendment, please contact us at 307-875-4394.

Sincerely,

INBERG-MILLER ENGINEERS

Michael W. Brown, P.E.
Office Manager/Civil Engineer

MWB:mrs \\ime01\projects\15751-ge green river city of green river transfer station\contracts\15751 am 4 revised 2 draft 2.docx

Enclosure: Schedule of Fees & Available Services

AMENDMENT NO. 4 ACCEPTED

Inberg-Miller Engineers		**City of Green River**	
Signature:	_____	Signature:	_____
Print Name:	Michael W. Brown, P.E.	Print Name:	_____
Title:	Vice President	Title:	_____
Date:	February 22, 2016	Date:	_____

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 5-10-16	Department: Police
Meeting Date: 5-17-16	Department Head: Chris Steffen
	Presenter: Chris Steffen

Subject: *Consideration to approve Change Order #3, an increase to the GRPD Shooting Range Project, in the amount of $3,495.75.*

Background/Alternatives:

As the indoor range project has continued and nears the completion, a concern about a natural gas line located on the interior wall of the basement, was discovered. The line is between the firing line and the bullet trap of the range and either needs to be relocated to the exterior of the building or protected by armor. Although the line is located inside the furring of the interior wall, it still would be susceptible to being struck by a bullet and therefore, the cheaper solution is to re-route the line outside. This change order also adds two days to the time request to finish the project.

During the initial planning of the range project, it was not understood that this gas line would need additional protection beyond the covering of the wall with furring, drywall and acoustical panels. The range manufacturer considers this gas line to be a danger if not protected with armor or relocated.

The first two change orders were no additional costs to the overall range budget, but were requests for time extensions due to manufacturer delays.

Attachments:

See attached proposal from Shepard Construction.

Fiscal Impact: *$3,495.75*

Staff Impact: *None. Range project will not be completed or usable until gas line is relocated.*

Legal Review: *Pending.*

Suggested Motion:

I move to approve Change Order #3 with Shepard Construction, in the amount of $3,495.75, for the Police Department Shooting Range Project.

PLAN ARCHITECTS

4020 Dewar Drive, Suite A
Rock Springs, WY 82901
Telephone: (307) 352-2954
Fax: (307) 352-2956

1001 12th Street
Cody, WY 82414
Telephone: (307) 587-8646
Fax: (307) 587-8366

325 W 18th Street, Suite 3
Cheyenne, WY 82001
Telephone: (307) 514-4575

LETTER OF TRANSMITTAL

TO

City of Green River
Finance Department
50 E North S.
Green River, WY 82935

DATE	FROM:
May 11, 2016	Michele S.
ATTENTION: Tara Smith	JOB # : 1534

RE:
Green River Police Department Shooting Range

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☒ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change Order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
3	05-10-16	-	Change Order No. 3

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment ☐ _____
☐ FOR BIDS DUE _____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS

Copy _____ File _____ SIGNED: Michele Schmidt

RECIVED BY: _____ DATE: _____

If enclosures are not as noted, kindly notify us at once.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
Green River Police Department Shooting Range
City of Green River Police Department
375 West Flaming Gorge Way
Green River, WY 82935

CHANGE ORDER NUMBER: 003
DATE: May 10, 2016

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address)*:
Shepard Construction, Inc.
2105 East Daley Street
P.O. Box 153
Rawlins, WY 82301

ARCHITECT'S PROJECT NUMBER: 1534
CONTRACT DATE: October 21, 2015
CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Relocate existing natural gas lines and repair existing finishes and penetrations. Add: $3,495.75

The original Contract Sum was	$	550,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	550,000.00
The Contract Sum will be increased by this Change Order in the amount of	$	3,495.75
The new Contract Sum including this Change Order will be	$	553,495.75

The Contract Time will be increased by Two (2) days.
The date of Substantial Completion as of the date of this Change Order therefore is June 2, 2016.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Plan One/Architects	Shepard Construction, Inc.	City of Green River
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
4020 Dewar Drive, Suite A, Rock Springs, WY 82901	2105 East Daley Street, P.O. Box 153, Rawlins, WY 82301	50 East 2nd North, Green River, Wyoming 82935
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Charles E. Van Over, AIA	Wally Shepard	Pete Rust, Mayor
(Typed name)	*(Typed name)*	*(Typed name)*
5/10/16	5/11/16	
DATE	**DATE**	**DATE**

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:43:28 on 05/10/2016 under Order No.0380455742_1 which expires on 08/16/2016, and is not for resale.
User Notes:
(1682126899)

Green River Police Department Shooting Range

Shepard Construction
2105 E Daley St P.O. Box 153
Rawlins, WY 82301
307-328-1439
sci@tribcsp.com

May 10, 2016

Proposal Request

DESCRIPTION	AMOUNT	
Relocate Natural Gas lines	$	2,664.00
Breakdown attached		
Patch and repair Drywall	$	600.00
5%	$	163.20
2%	$	68.55
New Contract	$	3,495.75

Kara Skelley, Shepard Construction, Inc.

5-10-16
Date

VAUGHNS
Plumbing & Heating

Subcontractor's Change Order Summary of Costs

Project: Green River Gun Range

Subcontractor: Vaughn's Plumbing and Heating Co.

Date Submitted by Subcontractor: 5/6/16

Subcontractor Signature:

Description of Work	Quantity	Unit	Labor Unit Price	Labor Total	Equip/Mat/Sub Unit Price	Equip/Mat/Sub Total	ADDITIVE SUBTOTAL	DEDUCTIVE SUBTOTAL
Relocate natural lines	20'	32	$ 70	$ 2,240	$ 131	$ 131	$ 2,371	
Core drill concrete walls	2	4	$ 70	$ 280		$ -	$ 280	
Time Impact to Schedule 2 Days								
						Subtotals:	$ 2,651	
						Overhead/Profit Amount:	$ 13	
						TOTAL ADDITION/DEDUCTION:	$ 2,664	

Prices summarized here are broken out in detail on the attached sheets for evaluation.
All pricing is good for a minimum of thirty (30) days from date

Any time impact on Subcontractor's Schedule of Work, if any, is given above.

CITY of GREEN RIVER
FISH IT. FLOAT IT. LIVE IT.
WYOMING

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: April 29, 2016	Department: Parks and Recreation
Meeting Date: May 17, 2016	Department Head: Brad Raney
	Presenter: Consent Agenda

Subject:

Agreement between the Sweetwater County Events Complex and the City of Green River for crowd movers and bleachers during the Overland Stage Stampede Rodeo.

Background/Alternatives:

This year is the 29th Annual Overland Stage Stampede Rodeo. The City of Green River Parks and Recreation Department works in collaboration with the Overland Stage Stampede Rodeo committee to coordinate this annual event. Parking at the rodeo is limited and the parking that is available it across the street. The Sweetwater County Events Complex is willing to donate their crowd movers for the rodeo as a sponsorship. We will use these wagons for their intended purpose to pick up spectators in the parking area and drop them off at the entrance gate. This will be an added service especially for elderly and families with young children.

Attachments:

Sweetwater County Events Complex Facility Use Agreement

Fiscal Impact:

N/A

Staff Impact:

Minimal

Legal Review:
Pending legal approval

EQUIPMENT RENTAL CONTRACT

1. **Names.** Sweetwater Events Complex/Sweetwater County FairBoard, Owner, and City of Green River & Overland Stage Stampede, Renter, agree to the following rental.

2. **Equipment Being Rented.** Owner agrees to rent to Renter, and Renter agrees to rent from Owner, the PEOPLE MOVER TRAILER (the equipment). This agreement will also cover the bleacher sets

3. **Duration of Rental Period.** The rental will begin at 12 noon on June 2, 2016 and will end at 5:00 pm on June 6, 2016.

4. **Rental Amount.** The rental amount is ~~$200~~ Trade-out for 2016 sponsorship to cover the rental period specified in paragraph 3.
   - ☐ NA **Security Deposit.** In addition to the rent. Renter will deposit $100 with Owner. This deposit will be applied toward any additional rent and any amounts owed for damage to or loss of the Equipment, which Owner and Renter agree has the current value stated in paragraph 7. Owner will return to Renter any unused portion of the deposit.

5. **Delivery.** Owner will deliver the Equipment to Renter on June 2, 2016 at:
   - ☐ Owner's address (3320 Yellowstone Road, Rock Springs)
   - ☑ Renter's address. Green River Rodeo Arena, 225 East Teton

6. **Damage or Loss.** Renter acknowledges receiving the Equipment in good condition, except as follows: _____
   - Renter will return the Equipment to Owner in good condition except as noted above. If the equipment is damaged while in Renter's possession, Renter will be responsible for the cost of repair, up the current value of the Equipment. If the Equipment is lost will in Renter's possession, Renter will pay Owner its current value.
   - Renter agrees to keep signage on the Equipment intact at all times.
   - While decorations are allowed, the Owner prohibits use of nails, staples and duct tape.
   - Rental shall provide the Owner with a copy of a valid certificate of insurance, which will cover both the Equipment and any connected or non-connected vehicles.

7. **Value of Equipment.** Owner and Renter agree that the current value of the Equipment is $9,500.

8. **Use of Equipment.** Renter acknowledges the use of the Equipment creates some risk of personal injury to Renter and third parties, as well as risk of damage to property, and Renter expressly assumes that risk. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. Owner is not responsible for any personal injury or property damage resulting from Renter's misuse, unsafe use, or reckless use of the Equipment. Renter will indemnify and defend Owner from and against any injury or damage claims arising out of Renter's misuse, unsafe use, or reckless use of the Equipment.

9. **Entire Agreement.** This is the entire agreement between parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

10. **Successors and Assignees.** This agreement binds and benefits the heirs, successors, and assignees of the parties.

11. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, or by overnight courier.

12. **Governing Law.** This agreement will be governed by and construed in accordance with the laws in the state of Wyoming.

13. **Counterparts.** This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

14. **Modification.** This agreement may be modified only by a written agreement signed by all parties.

15. **Waiver.** If on party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

16. **Severability.** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable an shall be modified, amended or limed only to the extent necessary to render it valid and enforceable.

SIGNATURE OF RENTER:

NAME:

BUSINESS: City of Green River/Overland Stage Stampede

ADDRESS1: 50 East 2nd North

ADDRESS2: Green River, WY 82935

CONTACT PHONE: (307) 872-0500

SIGNATURE OF OWNER:

Larry S. Lloyd, Executive Director

Sweetwater County Events Complex

3320 Yellowstone Road

Rock Springs, WY 82901

307-352-6789

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: May 11, 2016	Department: Administration
Meeting Date: May 17, 2016	Department Head: Reed Clevenger
	Presenter: Misty Springer

Subject: Acceptance of grant award from WYDOT Cooperative Landscape Program

Background/Alternatives:

The City of Green River has been awarded a grant from the WYDOT Cooperative Grant Advisory Committee in the amount of $7,000. The award is for the design and implementation of a xeriscape plan at the gateway to Green River on the east entrance of town.

The grant award requires no matching funds, however some labor for planting trees will be provided by the City, watering will be done through a drip line system already in existence at the site. The planting of shrubs and perennials will be done by the Beautification Committee and other volunteers.

This award does not require a formal grant agreement, however the M-26 Landscape Agreement requires the Mayor's signature.

Attachments:

Original grant proposal, award letter and M-26 Landscape Agreement

Fiscal Impact:
This is a reimbursable grant, initial funds required to undertake the project will be provided by Parks & Recreation budget.

Staff Impact:

Some Parks & Recreation staff will be utilized but no overtime will be needed.

Legal Review:

Department of Transportation

State of Wyoming

P.O Box 1260, 3200 Elk Street, Rock Springs, WY 82902

Matthew H. Mead
Governor

William T. Panos
Director

March 28, 2016

Misty Springer
Public Affairs & Grants Administrator
City of Green River
50 East 2nd North
Green River, WY 82935

RE: Cooperative Landscape Program Grant
City of Green River

Dear Misty:

I am writing to inform you that the Advisory Committee has met concerning the City of Green River's WYO 530/BUS US 30 ramp landscape grant application and it was approved for the full amount requested of $7000.00. Please find attached the letter from Mr. Timothy Stark dated March 17, 2016 for your reference. Congratulations.

Please forward the M-26, Landscaping Permit at your earliest convenience for our review and approval before commencing work.

Feel free to give me a call if you have any questions.

Sincerely,

Keith Compton, P.E.,
District Engineer
307-352-3031

cc: Pete Rust, Mayor, City of Green River
Tory Thomas, P.E., District Mainteance Engineer, Rock Springs
File

Matthew H. Mead
Governor

Wyoming
Department of Transportation

"Providing a safe, high quality, and efficient transportation system"
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

William T. Panos
Director

March 17, 2016

Keith Compton, District Engineer
District Three
Wyoming Department of Transportation
P.O. Box 1260
Rock Springs, WY 82902

SUBJECT: City of Green River– Cooperative Highway Landscape Program Application (FY2016)

Dear Keith:

The WYCLP Advisory Committee met Wednesday to act on the City of Green River's, WYO 530/ BUS U.S. 30 ramp, landscape grant application. The Committee agreed that Misty Springer's recent application was a sound plan.

I recommend, as Chair of the Advisory Committee, the City of Green River request for a **$7,000** landscape grant be approved. The Committee had noticed in the application referral to a "park." In previous e-mail, I mentioned a "park" designation could lead to future 4f conflicts with FHWA. Calling it a "gateway," "portal," or "memorial" less likely to red flag the site in future NEPA project documents. The City will match this grant with soil amendments, irrigation, equipment hours and labor. A billing from the City of Green River, in the above grant amount, should be sent to me in Environmental Services for processing along with receipts.

Please pass this confirmation to Misty Springer, day-phone (307)872-6131 or (702)337-5488 (evenings). Let me know if you or the City has additional questions.

Yours Truly,

Timothy L. Stark

Timothy L. Stark, P.E.
Environmental Services Engineer

cc: Martin Kidner, P.E., State Planning Engineer, Cheyenne
Bob Bonds, Principal Manager, Environ. Services, Cheyenne
John Samson, Agronomist, Environ. Services, Cheyenne

M-26
rev. 07/2015

WYOMING DEPARTMENT OF TRANSPORTATION

Landscape Agreement

1. APPLICANT

This Landscape Agreement (hereinafter referred to as "Agreement") is made and entered into by and between **The Wyoming Department of Transportation (DEPARTMENT),** whose address is **5300 Bishop Blvd., Cheyenne WY 82009-3340**,

and The City of Green River, Applicant

whose address is 50 E. 2nd North St. (Street) Green River (City) WY, (State) 82935. (Zip)

I HEREBY REQUEST PERMISSION TO:

The City of Green River in conjunction with the GR Beautification Committee, intend to landscape an area at the east entrance of town. This will be Gateway Beautification project utilizing Waterwise plants and shrubs. The location is Hwy 530, mile marker 0.0, 1.37 miles west of I80 exit 91.

2. LOCATION

Highway Route: 530	Maintenance Section:	Mile Post/RM: 0.0
County: Sweetwater	Side: ☐ Right X Left	
GPS Coordinates (decimals of degrees)	Latitude (N): 41° 31' 28.4	Longitude (W, -): 109° 27' 33.1
Section: 23	Township: T18 N	Range: 107W

3. RESPONSIBILITIES OF APPLICANT

- Shall keep the disturbed area to a minimum and restore all disturbed areas to an acceptable condition.
- Shall keep the alignment, grade, materials, land ties, outside the clear zone and Mile Post/RM locations shown on the attached sketch or plan sheet dated _____ and marked Exhibit "A", "etc.", made a part hereof.

Applicant's Initial Here:

- This Agreement will not be modified without the consent of the DEPARTMENT.
- Shall conform to the standards for traffic control outlined in the Traffic Control for Roadway Work Operations (RWOM). Standards developed by the Applicant may be substituted for the RWOM if they have been approved by the State Traffic Engineer, Operations. The Applicant must cease all operations if the traffic control standards are not met.

Applicant's Initial Here:

- Shall forever indemnify the DEPARTMENT and save it harmless from all liability for

damage to property or injury to or death of person, including all costs and expenses related thereto, arising wholly or in part or in connection with the existence of construction, alterations, repairs, renewals, uses or removals of the Facility as they pertain to any State or Federal highway.

- Shall insure the profile grade of the landscaping shall be constructed as indicated on the attached sketch or plan and shall in no case be graded or maintained such that water will drain onto the highway surface. Nor shall any sprinkler system spray or drain onto the highway surface.

- Shall note this permit becomes **VOID** if construction is not completed within _____ days after approval date. Schedule is to be provided by the constructing entity/applicant prior to construction.

- Shall contact the Maintenance Area Crew Leader at _____ , Wyoming shall be notified before any work begins and after the work is completed. Contact phone number is: _____

- Shall insure all disturbed areas are returned to acceptable condition. All surface debris, as a result of construction activities are to be removed from the right-of-way. Pictures are to be taken of the area before construction begins to document existing conditions.

- The Applicant shall be responsible for any damage to the highway surface and/or subgrade and its appurtenances as a result of this installation. Damage repair costs shall be the responsibility of the Applicant at any time such damage occurs.

- Shall have all trenching backfilled and compacted daily, no open trenching is to be left overnight without adequate trenching protection.

- Shall provide information specifying the name, location and contact information including cell phone of an individual who will be representing the Applicant on the job and is capable of instituting immediate changes in traffic control or work operations to bring them into compliance with the Agreement.

- No materials or equipment will be stockpiled or parked within the safety clear zone within R/W.

- No work will be conducted from the roadway surface.

- The upkeep and maintenance of the landscaped area is the responsibility of the applicant. Maintenance of the landscaping will be completed at no cost to the DEPARTMENT to include but not limited to the planting, bedding material, border material and all aspects of the original landscaping project in an attractive and presentable status.

- The landscaped area must meet the requirements of Operating Policy 20-1, Section 1. C.

- The landscaped area must not be used as an approach or parking facility. All evidence of access to the construction zone of the landscaping is to be reclaimed.

- Any shrubbery or trees planted within the R/W will be outside the clear zone as measured from the edge of the traveled way in rural areas, and should be consistent with the surrounding areas in urbanized location. No modification will be allowed which will restrict the sight distance now or in the future. Snow drifting and icing conditions shall be evaluated before acceptance of the application is approved.

- There will be no roadway signing of any type allowed within the DEPARTMENT Right-of-Way.

- This agreement can be cancelled at any time by either party, given 10 working days written notice.

4. PAYMENT

No payment shall be made to either party by the other party as a result of this agreement.

5. RESPONSIBILITIES OF WYDOT

- The DEPARTMENT will inspect the progress and traffic control on a regular basis, and will consult with the APPLICANT's representative concerning any adjustments or conflicts with the proposed plans.

6. GENERAL PROVISIONS

A. Amendments

Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law

The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement 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 Agreement 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 the 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 Agreement in order to acquire similar services from another party.

D. Entirety of Agreement

This Agreement, consisting of three (3) pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Prior Approval

This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by

the Attorney General or his representative.

F. Severability

Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect.

G. Sovereign Immunity

The State of Wyoming and the Wyoming Department of Transportation do not waive their sovereign immunity by entering into this Agreement, and each, fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

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 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 be solely to the benefit of the parties to this Agreement. The provision 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 parties signatory to this Agreement 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.

I. Indemnification

The Landowner shall release, indemnify and hold harmless the state, the Agency, and their officers, agents, employees, successors and assignees from any cause of action or claims or demands arising out of the Landowner's performance under this Agreement.

Intentionally left Blank

7. SIGNATURES

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify, that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

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

APPLICANT	
Printed Name:	Signature:
Date:	Phone: Cell Phone: e-mail:
WYOMING DEPARTMENT OF TRANSPORTATION (Agreement Approval)	
Printed Name:	Signature:
Title: District Engineer	Date:
WYOMING DEPARTMENT OF TRANSPORTATION (Traffic Control Approval)	
Printed Name:	Signature:
Title: State Traffic Engineer (Operations)/District Traffic Engineer	Date:
ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM	
Attorney General's Office:	Date:

8. ACCEPTANCE OF FINAL PROJECT

I have inspected the landscaping described on this application and attached drawing(s), and having found the landscaping to be constructed in the manner as prescribed on this application and attached drawing(s) with any changes indicated on this application and attached drawing(s), hereby approve the construction of the above mentioned landscaping project.

WYOMING DEPARTMENT OF TRANSPORTATION (Final Construction Approval)	
Printed Name:	Signature:
Title: District Maintenance Engineer/District Representative	Date:

Original w/ Signatures to: Right-of-Way, who will file the agreement in Central File

Copies To: District Office
Landowner
Area Crew Supervisor (maintenence)

Revision Date: 5/3/2016

Prepared by Jason D Brown, City of Green River GIS

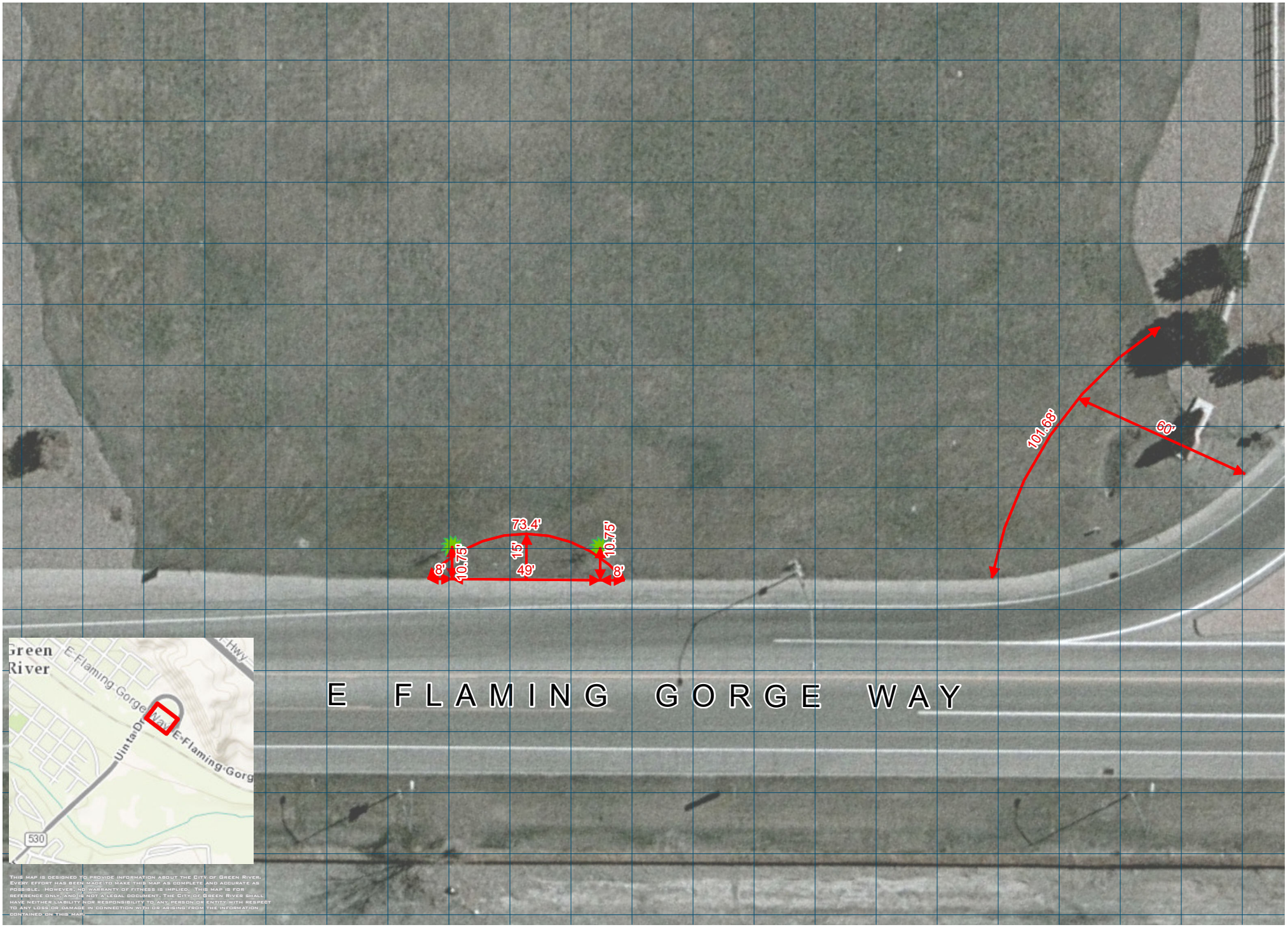
U:\cgrgis\Projects\Grants\East Entrance\East Entrance - FGW Landscape Plan.mxd

E FLAMING GORGE WAY - UINTA DR

City of Green River East Entrance

0 20 40 80 Feet

1 inch = 40 feet



This map is designed to provide information about the City of Green River. Every effort has been made to make this map as complete and accurate as possible. However, no warranty of fitness is implied. This map is for reference only, and is not a legal document. The City of Green River shall have neither liability nor responsibility to any person or entity with respect to any loss or damage in connection with or arising from the information contained on this map.

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 05/16/16	Department: FINANCE
Meeting Date: 05/17/16	Department Head: Chris Meats
	Presenter: Consent Agenda

Subject:

Authorization of an Issuance of a Catering Permit the Wild Horse Saloon, dba The Hitching Post Restaurant & Saloon

Background/Alternatives:

The Hitching Post Restaurant & Saloon has requested a catering permit to serve alcohol at the Overland Stage Stampede Rodeo, on June 3rd and 4th, 2016, from 5 pm to midnight, at the Rodeo Arena.

Attachments:

Letter of request and security checklist

Fiscal Impact:

n/a

Staff Impact:

Minimal

Legal Review:

n/a

Suggested Motion:

I move to approve the issuance of a catering permit to the Wild Horse Saloon, dba, The Hitching Post Restaurant & Saloon, to cater alcoholic beverages at the Overland Stage Stampede Rodeo on June 3rd & 4th, 2016, from 5 pm to midnight, at the rodeo arena.

The Hitching Post Restaurant and Saloon

580 E. Flaming Gorge Way
Green River, WY.82935
307-875-2246

May 16, 2016

Green River City Council
RE: Catering Permit

Dear Honorable Mayor Rust and Members of the Council:

We are requesting a catering permit to serve beer and alcohol at the Overland Stage Stampede Rodeo on June 3rd and 4th, 2016 from 5:00 PM to 12:00 AM- midnight.
As always, we will be aggressively checking identification to prevent any underage drinking.

Thank you for your consideration.

Sincerely,

Jeff Stout
Owner

CITY of GREEN RIVER

FISH IT. FLOAT IT. LIVE IT.

WYOMING

PARKS & RECREATION

PAVILION RENTAL ALCOHOL/SECURITY CHECKLIST FOR EVENT NOT REQUIRING A CATERING PERMIT OR MALT BEVERAGE PERMIT

Parks and Recreation Rental Representative _____ Date _____

Pavilion/Park Facility Renter Jeff Stout / Hitching Post for Event Overland Stage Stampede Rodeo
At what Parks Facility Rodeo Grounds
Date June 3rd & 4th from 5:00 am/pm to 12:00 am/pm

POLICE SECURITY:

If alcohol is to be served the renter may be required to obtain security for their event and have it approves by the City of Green River Police Department.

☒ **Security Not Required** Per: [illegible] Acting Date 5-16-16

☐ **Security Required and Approved By:** _____ Date _____

ALCOHOL RULES:

- If a renter wants to sell beer or other types of malt beverage, they must obtain a Malt Beverage Permit.
- Renters Using a Beer Distributor: If the beer distributor uses the keg cooler at the Pavilion, they must clean the keg cooling tubing when they pick up their kegs – otherwise, a fee will be deducted from the Renter's deposit.
- Renters Not Using a Beer Distributor: Renters providing kegged beer during their rental are not allowed to use the keg cooler at the Pavilion. Renters do not have the proper tubing cleaning equipment and chemicals.

Deputy Clerk verification of application for Police Security Submission: [illegible]
Date 5/16/16

Updated 2/22/16

CITY OF GREEN RIVER
CITY COUNCIL BUDGET WORKSHOP PROCEEDINGS
APRIL 28, 2016

The Governing Body of the City of Green River met in budget workshop session at 6:30 pm in the City Hall Council Chambers. Mayor Rust called the meeting to order. The following Council Members were present: Mark Peterson, Ted Barney, Allan Wilson, Brett Stokes, Gary Killpack, and Lisa Maes. The following were present representing the City: City Administrator Reed Clevenger, Director of Human Resources Cari Kragovich, Director of Public Works Mark Westenskow, Director of Finance Chris Meats, Director of Community Development Laura Profazier, Chief of Police Chris Steffen, Interim Fire Chief Mike Liberty, and Parks and Recreation Director Brad Raney.

Rock Springs Business & Economic Development Alliance

Dave Hanks from the Rock Springs Chamber of Commerce said the development alliance is funded through the Rock Springs Chamber and the City of Rock Springs. It is made up from 15 members and 2 staff members. The alliance has been active since 2013 and has successfully completed 4 main deliverables. The City of Rock Springs and the Rock Springs Chamber of Commerce has been funding the position of the Business Development Manager. They would like to partner with the City of Green River and the County.

Kayla McDonald said in the past three years they have completed and developed a foundation for the program and its functionality. They have developed everything to reflect Sweetwater County as a whole.

They have provided:

- Tools for Business Success – How to start a business Toolkit
- Fully functioning Website
- G.I.S. Listing of Local and Commercial, Industrial, and Retail properties
- Monthly Demographic Report

In 2015 they responded to five leads; they have met with over 70 business contacts, site selection agencies, developers & start-ups. They have completed 15 synchronist surveys in partnership with the Wyoming Business Council and they have established a partnership with Western Wyoming Community College Grants Department. They have applied for a Planning Grant to conduct a County-wide Retail Gap Analysis.

With the partnership, the City would appoint a representative to sit on the committee; participate in all Wyoming Business Council Lead referrals; have full involvement in all aspects of strategic planning and recruitment; have full access to all data on the website, G.I.S. and Tools for Business Success. The website will be linked to each entity's website showcasing the Economic Development Alliance as the Sweetwater Business & Economic Development Alliance. The city would have access to all available grants through a nationwide search program administered by Western Wyoming Community College; the city would be a major component of a unified Sweetwater County Economic Development effort; utilize a central point of contact for all Wyoming Business Council leads, business start-ups and relocation requests. The city would have access to the G.I.S. listing of available commercial, industrial and retail properties in Sweetwater County. The Business Development Manager will report back to all partners on a quarterly basis.

The Mayor asked about how it would work with the grant writers at the college.

Ms. McDonald said they are contracted by the college and the alliance would have access to use them for grants when and if they needed to.

Council Member Killpack asked how the alliance is different from Futures and SWEDA.

Mr. Hanks said they are different because they are cheaper and they have accomplished more.

Council Member Killpack said there is not a difference.

Council Member Barney said changing the name is the best thing they can do since it is an alliance.

Mr. Hanks said they want to bring everyone together and they thought it was important. We are stronger together and will be heard better. Site-seers are looking at availability by county not by cities.

Council Member Wilson asked what the website address is.

Mr. Hanks said it is rockspringsed.com.

Council Member Wilson asked if the G.I.S. would show the streets and how many properties are in Green River.

Ms. McDonald said it is a google earth program so it is very user friendly. There are at least five properties listed.

Council Member Wilson said they need to get more listed as quickly as possible so people can see what is available here in Green River.

Mr. Hanks said their expenses are $80,206; Income is $40,206 (City of Rock Springs contract $35,000 and Rock Springs Chamber $5,206). Proposed alliance contributions would be the City of Rock Springs $35,000; City of Green River $20,000; Sweetwater County $20,000; and the Rock Springs Chamber $5,206; which totals $80,206.

Commissioner Wendling said they came before the commissioners and he felt it was well received and he agrees that it is a great idea for all of us to get together and help the economy. He hopes the city will agree to take part in this partnership.

Devon Brubaker said this is a great opportunity and he hopes the city agrees.

Council Member Maes said she is on the Great West Divide Committee and they have had businesses come in to find different places and there was no one to contact here in Sweetwater County so they looked into another area.

Mr. Hanks thanked council for their time and said they would appreciate any consideration.

Council Member Killpack said he thinks this is more organized and the dollar amounts are fair but there isn't any difference when you compare it with SWEDA and Futures.

Council Member Barney said there is no lab here in Wyoming that can analyze controlled substances for review. This is something that could help this area and the state as a whole.

Council Member Wilson said he appreciates the update and for splitting the funding as it should be done. He is 100 percent behind it.

Mayor Rust said he was on the Futures board and they are the same thing but they were separate organizations that worked against each other. This is more organized and we can act as one agency and work together for common causes.

2016-2017 Budget – General Fund

Mr. Clevenger said the purpose of this workshop is to review where we stand in the General Fund Budget in light of the current state and local challenges of decreased revenue streams. This is the fifth year of budget cuts and this one is the hardest by far.

The 9 month sales tax revenue is $7,542,400 with the average monthly sales tax revenue at $838,050. You have to go back to 2003 numbers to get to the same numbers again. The state has dropped the supplemental one time funds by 19% year over year biennium and the Consensus Funds are completely gone which was over $1 million. Everyone knew it was going to be bad but they didn't plan for it to be this bad. Everyone was caught off guard.

We have been focusing on processes, people and efficiencies and doing so we have taken many steps. We have cut back current spending to gain some carryover; review every position that is open, encourage flexing time where possible, including overtime; require a purchases over $1,000 form to be filled out when looking to purchase something over $1,000; cut seasonal positions; negotiating contracts on leases or services; looking into the Vista program; reviewing the Enterprise Funds to make sure funds are allocated accordingly; reviewing the fee structures and subsidies; and focusing on city operating budget first.

They are going to manage spending through review; look for other ways to be more efficient; continue to review programs; continue to monitor revenues; get involved at the legislative level; continue to work with businesses and listen to what they project. We still need to plan for the 'What If's' and create a plan that guides us through the comeback.

Mr. Meats gave a brief update on the Sales Tax receipts for January 2014 to March 2016. He said the graphs are showing the decrease in revenue.

He said the department heads have worked very hard to reduce their budgets and with the second round of cuts we are even closer to having a balanced budget. There are some items that have to be in the budget since they are leases. Currently, it shows as follows:

General Fund Total Operating Revenues		$13,458,217
General Fund Total One-Time Funding Revenues		$788,593
General Fund Total Operating Transfers in Revenues		$1,105,232
General Fund Total Operating Expenses		$-13,948,203
Expenditure Requests		$ 0
Transfers to Capital Projects/Insurance		$-1,572,852
	Totaling	$-169,013
2nd Round Cuts		$191,056
Total after 2nd round cuts		$22,043
Additional Revenue Sources		$60,000
City Budget Obligations		$82,043
Community Services		$-161,300
Budget Balance		$-79,257

Parks & Recreation Department

Mr. Raney said overall they have cut $400,000 from their budget. The travel and training was cut by 50% - 70%. Only continuing education and required certification will be allowed.

> **Leisure Programs:** have cut 20% overall: they have eliminated the Middle School After Program; elementary program was consolidated to one site which allows for continued service with $40,000 in savings; some smaller programs were cut as well; overtime and part time hours were cut; no t-shirts for youth sports; several fees will increase. They will be discussing one-time events further.
>
> **Parks Division:** The full time crew leader was not filled; large reductions to seasonal hours created general operations and maintenance cuts, less man-power, water, mowing, weed control, ability to help at events, differed maintenance; several agreements for services were re-negotiated to provide savings.
>
> **Cemetery Division:** Phase I of the new section is complete and they need to finish the project so money spent is not wasted.
>
> **Buildings & Structures Division:** Part time building custodian hours were reduced even with the added PD building.
>
> **Recreation Center:** They will be deferring maintenance and cutting part time hours back. There are lots of unknowns with the old buildings. It is challenging to cut and maintain revenue and a membership base.

Council Member Peterson thanked Mr. Raney for negotiating with the contracts. They should know that we would want too since budgets are so tight.

Council Member Wilson said as a governing body we need to discuss and decide on an internal policy for weed control. Maintaining the weeds in front of resident's homes should be the responsibility of the homeowner. Right-of-ways should be their responsibility as well. He asked Mr. Clevenger to have on the agenda at a workshop so it can be discussed. He asked if the county weed and pest is still refunding us for some of the weed program we have.

Mr. Meats said yes.

Mr. Raney said there is an internal policy within the city but it has not been followed for a long time.

Community Development Department

> **Community Development Administration:** Operations and Maintenance have been reduced by 24% and they are still operating with a staff of 3 when past levels were 5.
>
> **Building Inspector Division:** They have eliminated the Building Inspector/Zoning Technician position that was added last year since they have had a hard time filling it. With this they will need to add $10,000 back into the O&M for Sunrise Engineering for temporary inspection services when needed. They have decreased travel and training. A total reduction for the division is 37%. The level of service such as time of inspections, plan reviews and other items may take longer.

Council Member Peterson asked how much training is required for a building inspector and would they be able to move someone up eternally to cover instead of paying Sunrise Engineering.

Mrs. Profaizer said there is an extensive amount of training and certifications that are required since you have to be able to inspect properties and there is a liability problem if you approve something and then there is an issue. The contractors understand that it might take a little longer than planned for inspections so she does not anticipate many issues.

Police Department

Chief Steffen said approximately 92% of the total budget is personnel costs but currently they have cut 30% of all travel and training budgets. They have 27 sworn officers with 28 budgeted and one is on administrative leave. There are 3 full time administrative assistants; 2 full time and 2 part time plus hours for seasonal attendants for the Animal Control Division; 1 part time Nuisance Enforcement; and 16 Crossing Guards. The biggest challenges they have are recruitment, hiring, mentoring/staff development, and the fact that there are 7 members that have 25 years of service or more, and 5 approaching 20 years of service so they could decide to leave at any time. Managing the Police Department's budget is difficult because there is an uncertainty of law enforcement, crime and situations.

Council Member Killpack asked how long the patrol officer position hasn't been filled.

Chief Steffen said well over a year.

Council Member Killpack asked what happens if they do not fill the position.

Chief Steffen said he is already short in patrol by this position and the one on administrative leave so he would like to keep it even if it takes a long time to fill it.

Council Member Killpack said the city budgets $263,795 for overtime hours of which the PD has $142,000. If they had to cut the overtime by 50% what would happen to the PD.

Chief Steffen said they could not do it without the overtime. Looking at the PD's budget the only overtime that can be cut would be the Flaming Gorge Days. Any other overtime would not make that big of a difference. All police officers are on duty for three days in a row so all is overtime. He cannot allow them to flex their time since they are short already. Roughly $18,000 is reimbursed by the WYDOT HIDTA Grant so it would not make sense to get rid of those hours.

Council Member Stokes said they are facing the same issues in filling positions at the Sheriffs. With the trend of law enforcement in the news shows, people are not going towards police officer positions.

Chief Steffen said he would rather keep that position open and not fill the one on administration leave, if it comes to that.

Council Member Wilson said he is in favor of keeping the position in the budget mainly because there are so many officers that can retire in the near future.

Council Member Stokes asked why is the city paying more to the Flaming Gorge Days Committee so they can hire security at the events when the GR PD, Sheriff's and Highway Patrol are there. He wants to know how much they are paying for security.

Chief Steffen said the hired security members do a great job and he would hate to see no law enforcement at the event. At some point they would be called. He isn't recommending anything with the Flaming Gorge Days but that is a large portion of the departments' overtime.

Mayor Rust said their security does a great job.

Council Member Killpack asked the departments not to be offended with the questions they are asking; he has nothing against them or what they do.

Chief Steffen said let him look at finding more savings in his O&M budget so he can keep the positions. His biggest asset is people.

Council Member Maes said she doesn't understand that people would not want to come to work for the city as an officer since it is a safe place and there isn't a lot of crime. She asked if we are recruiting nationally.

Chief Steffen said they advertise on the city's website. He would rather hire locally since they know Wyoming and they're vested in the community.

Council Member Barney asked how many training hours is required for an officer.

Chief Steffen said it depends on their certification levels. Professional level has to have 40 hours, intermediate need 80 every two years. There are certain requirements on what type of training whether it is online or not.

Council Member Barney said some of the webinar trainings are better than going to the class.

Council Member Wilson asked if the recommendations from the Finance Committee concerning the Crossing Guards and Part time have been put in the budget.

Mr. Clevenger said no.

Council member Killpack said then the crossing guards are funded at 50%.

Mr. Clevenger said yes the school District pays 50% and we pay 50%. The school district said they wanted to keep the crossing guards and the School Resource Officers.

Green River Fire Department

Interim Fire Chief Liberty said they have cut $7,000 from their O&M budget. They have noticed calls have gone up. They have 2 full time people, 1 part time and 34 volunteer fire fighters. Some challenges are running with just two full time employees. We are relying on the volunteers to cover for one of the full time while on vacation, training, or emergencies. There is a unpredictability of call volume and when services will be requested. The travel & training will be affected because the Wyoming Fire Chief's Grant has expired and registration fees previously covered by the grant will fall on the departments' budget. They do provide a lot of in-house training.

Council Member Peterson asked how many of the 299 calls, in 2015, were wrecks on the interstate.

Interim Fire Chief Liberty said roughly 30%.

Council Member Peterson asked if the city is reimbursed by the insurance companies for those wrecks and if so how much.

Interim Fire Chief Liberty said yes we are and it was around $1,000 a month.

Mr. Meats said overall $1,000 a month but it all depends on the wrecks.

Council Member Peterson asked him what the other 70% is for.

Interim Fire Chief Liberty said it is for in-town calls.

Council Member Maes asked how long they have had the third full time staff position.

Interim Fire Chief Liberty said since 2009.

Public Works Department

Mr. Westenskow said they have 36 full time & 7 part time employees, plus seasonal. They are funded through four different funds; the General Fund and the Enterprise Funds. Out of the general fund they deal with Administration, Engineering, Drainage, Fleet, and Streets Divisions. Within the General Fund there are 16 full time & 2 part time employees. For 2017 the budget is $2,293,569 and they have reduced seasonals, no preventive maintenance projects, reduced the level of service in grading, painting, striping, and sign re-facing. Their focus will be on patching and crack sealing. His concerns are if we defer maintenance for a long period of time it could be more expensive to repair later and materials will need to be restocked in the future.

Council Member Killpack said their department has $40,490 in overtime hours; is that how much it costs for them to remove snow.

Mr. Westenskow said the streets overtime is for snow removal and other random call outs that happen. Some of the other overtime is our water department for water breaks and engineering during construction projects but most of the overtime is within the streets department.

Council Member Killpack asked what would happen if the overtime is cut.

Mr. Westenskow said to a certain extent they could cover a small amount of overtime being cut but it would cut some service levels. They could leave the snow until morning but it is a service issue.

Mr. Clevenger said it is also a safety issue. Snow fall is unpredictable and it can't be planned for.

Council Member Killpack said if I was called out on a Saturday could you give me Monday off so there is not any overtime.

Mr. Meats said the city legally cannot do that.

Council Member Wilson said a while back the Public Works Department crossed trained other departments in snow removal. May be this could be done again to help cover the amount of work that has to be done. He asked why there is a wheel balancer in the budget for $8,700.

Mr. Westenskow said it is to replace the old and out of date one because it cannot fit the new tires and cannot be fully calibrated. If they do not get this then it will result in having to outsource which will cost the departments.

Council Member Wilson asked why we are purchasing so much tires from Tire Den in Rock Springs when we can purchase here in Green River.

Mr. Meats said we purchase from there because they offer the governmental discounts.

Human Resources Department

Mrs. Kragovich said she is a department of one and she plans to stay that way for the next year. The additional position that council approved last year has been removed from the budget since there are budget constraints. With the loss of the position they have had a 24% reduction. She has reduced the O&M budget by 19%.

Council Member Peterson asked if the Administration Assistant is still assisting her.

Mrs. Kragovich said yes she is budgeted out of Administration but she does help in Human Resources.

Finance Department

Mr. Meats said he is asking for $15,000 this next year for elections. He has decreased the budget by 25% by removing 1.75 positions and closing the warehouse. We have a staff of 7 with some part time hours for council meetings.

Information Technology

Mr. Meats said IT does not have a lot of reduction. They are a service organization by buying things for other departments and keeping licenses current. They have reduced the O&M budget by $10,000 and the equipment replacement budget by $20,000. He is concerned with the fact that the network hardware is reaching the end of its life but he is hoping nothing happens.

Council Member Peterson asked what the election costs are for.

Mr. Meats said the county pays for the elections and then prorates the entities for their portion.

Municipal Court

Mr. Meats said the court has removed a part time position since they did not need it.

City Prosecutor & Legal Services

Mr. Meats said both of these funds are remaining the same: City Prosecutor budget is $97,900 and Legal Services budget is $142,382 which includes any extra services we might have to pay Mr. West which is not part of his contract.

City Commitments:

Mr. Meats said there are some items in the budget that the city is committed to pay and they are under Capital Project Funds:

Fireworks Display	$10,000 (two year contract)
50/50 Sidewalk Program	$0
Art's Council Program	$25,000
PPL Pole Leases – Wireless Attachments	$300
PPL Commuter Parking Lot	$3,200
PPL Land Lease – Visitor Center	$6,500
UP Railroad Parking Lot Lease	$600
PD Building Lease Payment (5yr payments)	$50,000
Consolidated Dispatch Center	$903,252
Air Service Subsidy	$100,000
Water Diversion Litigation	$10,000
Early Retirement Program Costs 2015	$124,000
Total	$1,232,852

Council Member Killpack asked after the lease for the PD building is paid; it will leave the city owing $429,250. How is the city going to pay this with the budgeted $50,000 payment in 2017?

Mr. Meats said they are in the process now of restructuring the lease by extending it out 10 years. With the lease now it is $250,000 a year payment but with restructuring the lease for 10 years would make it $50,000 a year.

Council Member Wilson said in the past the Art Council has been funded $30,000 and we discussed decreasing it to $25,000. How much do the events cost that they do? He knows they don't purchase artwork any longer so could we fund them $20,000 this year.

Mr. Meats said they do the Art on the Green event which is a large portion of their budget and in past few years they have helped with the purchase of the Miners Statue. The $25,000 budgeted does not reflect overtime for the other departments for the events.

Council Member Maes said they use to get $50,000 and they would purchase sculptures and run the events. She feels they would be fine with $25,000.

Community Service Requests:

Mr. Clevenger said with all of the items that we have in place, we are currently in the positive. When the community funding requests have been added drops us to a negative number. He would recommend reviewing them again to see if they can be reduced. There are a few more items in the general fund that can be looked at to reduce; some being programs, but that could result in loss of people. He asked for direction from council.

Council Member Wilson said he is not happy with Wyoming Association of Municipalities this year especially at the Legislature, so he doesn't think they should be funded $16,000.

Mr. Clevenger said they were very unorganized this year and not many cities and towns were happy with them at the Legislature. He said they need to find out how they can make sure the cities and towns get their funding.

Council Member Wilson suggested suspending Movies in the Park and the New Year's Eve party for a year, which would save around $8,500. The Crystal Classic event has went away for a year and then was brought back but he is not sure if the city can afford it. He would rather see it go away than layoffs. He suggested funding Flaming Gorge Days at $18,000; the Senior Citizen Center $12,000 and the Drug Court at $6,000. This is around $15,000.

Council Member Killpack said with the Crystal Classic we would be short by $34,757.

Mayor Rust asked how many more budget meetings are there going to be. He understands staff needs direction but this is not the final say. We will have more meetings where they can discuss the budget. He does agree that they can suspend the Movies in the Park and the kids New Year's Eve party. Maybe people can come forward to handle them outside of the city paying for them. We need to hear from citizens on what they feel is important so no final decisions will be made tonight.

Council Member Killpack said he agrees with suspending the two events but he recommends they fund the Green River Chamber of Commerce at their full amount because of all the services they provide the community.

Mayor Rust said they do a great job but everyone should be cut in some way.

Council Member Stokes agrees with suspending the movies in the park, New Year's Eve party and the Crystal Classic events. He would like to know what the Flaming Gorge Days Committee pays for the security. It doesn't make sense to fund an event that contributes to issues the area has and then pull funds from programs designed to help those people with issues.

Council Member Killpack asked if the city has received the Flaming Gorge Days finance reports as they have requested.

Mr. Clevenger said no.

Council Member Maes suggested setting aside 20% in reserves just this year so we can fund all of the requests.

Mr. Clevenger said they have looked at putting 20%, 22%, 23% instead of 25% but it all depends on how long this is going to go on for. The state can help but they are not.

Council Member Maes agrees some events can be suspended for a year so we can fund community service requests because they are going to be needed.

Mr. Meats said there is a cash flow issue and it is a large one. He doesn't want to ask council which they want to differ paying; vendor payments or payroll. It is pretty touchy. The reserve is underfunded and going lower will be touchy. He would not recommend it. If it is a twelve month issue it's a reasonable fix but it does not look like it is going to go back up again in that time. If it is longer then we would have to double the cuts next year.

Council Member Maes said she thinks how fast it will come back will depend on the elections as well.

Mr. Meats said it will not change the economy fast enough to help.

Council Member Maes asked if the city cannot maintain parks in the city, with these cuts, then can we look into selling the property as residential.

Council Member Wilson said there is liability issues since they are declared as parkland.

Mr. Meats said they would have to look into it but to sell the land is onetime monies; it is not long term.

Mr. Raney said the parks will still be taken care of. They are not going to just leave them unmaintained.

Council Member Peterson said he does not agree with reducing the Senior Center since they do provide essential services to the community. He asked if someone is going to give guidance to the Wyoming Association of Municipalities so what happened will not happen again.

Mr. Clevenger said yes he is working with them right now.

Mayor Rust said they have a lot of funds available that can be brought to cities and towns to help them when it is needed. He would like to hear what each percentage point from 25 to 20 percent would equate to.

Council Member Barney said he agrees with suspending the Movies in the Park and the New Year's Eve party. He told the Flaming Gorge Days Committee that he wanted them to provide their financials and if he didn't get them then he will vote no on funding them; so he is voting no on funding them. The Crystal Classic he isn't sure about yet.

Council Member Wilson said May 5, 2016 is the Sweetwater County Travel & Tourism Reach Awards and he and the Mayor will be attending, so he suggested moving the budget workshop to May 10, 2016.

Mr. Clevenger said that will work and he will send out an updated budget meeting schedule.

Adjournment

The meeting adjourned at 9:22 pm.

_____
Pete Rust, Mayor

ATTEST:

_____
Chris Meats, City Clerk

CITY OF GREEN RIVER
CITY COUNCIL PROCEEDINGS
MAY 3, 2016

The Governing Body of the City of Green River met in regular session at 7 pm in the City Hall Council Chambers. Mayor Pete Rust called the meeting to order. The following Council Members were present: Gary Killpack, Mark Peterson, Ted Barney, Allan Wilson, and Brett Stokes. The following were present representing the City: City Administrator Reed Clevenger, Director of Public Works Mark Westenskow, Director of Finance Chris Meats, Director of Community Development Laura Profaizer, Chief of Police Chris Steffen, Interim Fire Chief Mike Liberty, Parks and Recreation Director Brad Raney, and City Attorney Galen West.

APPROVAL OF THE AGENDA

Council Member Barney moved to approve the agenda. Council Member Wilson seconded. Motion carried. (6-0)

PROCLAMATIONS

National Police Week

PRESENTATIONS

Rebecca Eusek gave a brief update on the Green River Chamber of Commerce.

Interim Fire Chief Mike Liberty gave a brief presentation on the Multi Hazard Mitigation Plan.

RESOLUTIONS

Exxon Mobile Grant

R16-18: A resolution of the governing body of the City of Green River, Wyoming, to approve an increase in the General Fund for the Parks Department for the Exxon Mobile Grant for trees, in the amount of $4,000

Council Member Wilson moved to approve the resolution to increase the Park Maintenance Division Budget by $4,000 and accept the donation from Exxon Mobile through Wyoming State Forestry in the same amount. Council Member Stokes seconded. Motion carried. (6-0)

CONSENT AGENDA

Council Member Wilson moved to approve the following consent agenda items. Council Member Peterson seconded. Motion carried. (6-0)

- An agreement with Vonage Business for Voice Services, per sales order SS019070
- Agreement with Fidelis Power Solutions, LLC., for maintenance of the battery backup system at the Recreation Center, in the amount of $1,189
- Agreement with Lagoon Corporation for the sale of discounted Lagoon Passports to City employees
- Approval of the City of Green River Flexible Benefits Plan Adoption Agreement 2016
- Approval of the City of Green River Health Reimbursement Arrangement Plan Adoption Agreement 2016
- Minutes for: April 19, 2016 Council and April 21, 2016 Budget Workshop
- Payment of Bills:
  Prepaid Invoices = $141,158.04 Outstanding Invoices = $286,683.86
  Payroll Expenditures = $301,209.15 Pre-authorization Payments = $1,065,000.00

CITY ADMINISTRATOR'S REPORT

Mr. Clevenger said budget updates were emailed today and the Finance Committee meeting will be May 10, 2016. The next budget workshop is planned for May 26, 2016, at 6:30 pm. May 17, 2016 at 7 pm will be our regular scheduled meeting. Weather has been good and construction is continuing on 2nd South. He thanked Maverick for working with them during the construction and said they will be reopening this weekend.

CITY ATTORNEY'S REPORT

Mr. West had nothing to report.

MAYOR AND COUNCIL REPORTS

Council Member Stokes, Peterson and Mayor Rust had nothing to report.

Council Member Killpack asked if they fund the community funding requests, will they will still be around $80,000 short.

Mr. Clevenger said yes but they have not been decided on yet.

Council Member Killpack said if we don't fund the community service requests then we would be fine. He thanked the Police Department for taking care of the trailers on E Teton that were blocking the view. He asked if the city has a leash law and if not the city should look into it.

Chief Steffen said no.

Council Member Killpack asked if the funding for the Economic Development Alliance has already been approved or will the council have a chance to talk about it.

Mr. Clevenger said it will ultimately be up to council and it will have to be voted on.

Council Member Killpack said the URA/Main Street Plan will be presented at the next Planning & Zoning meeting. He wanted to know why the URA/Main Street did not present their budget at the workshop.

Mr. Clevenger said with restructuring they will be under Community Development. It was included there and it was cut as well. He said they cut the $45,000 for the URA/Main Street Plan and some other things.

Council Member Killpack said he has looked at the URA/Main Street Plan and it was very well done.

Mr. Clevenger said it was completed internally by Mrs. Profazier. The city will be returning the grant back to the Wyoming Business Council since it was completed in house.

Council Member Killpack said the URA/Main Street department did not put it together.

Council Member Barney said he will be out of town next week and he will be talking with Natures Grocery. He will pass on any contact information that he gets.

Council Member Wilson asked Mr. Clevenger if the city was a governmental agency; and if so why are we in the business of putting small businesses out of business. The Summer Day Camp started out two weeks on and two weeks off but has gone to four weeks on. His wife owns a daycare and preschool and she is losing six more kids to the Summer Day Camp, so she has to look at letting an employee go. If this is the case it is less money coming in as revenue and he will not support our budget being passed if it means businesses will have to shut down. That program needs to be looked at very closely and see what kind of cuts can be made.

ADJOURNMENT

Council Member Wilson moved to adjourn at 7:33 pm. Council Member Stokes seconded. Motion carried. (6-0)

_____
Pete Rust, Mayor

ATTEST:

_____
Chris Meats, City Clerk

Prepaid Invoices
Presented for 5-17-16 City Council

Director of Finance, Chris Meats — Date

City Administrator, Reed Clevenger — Date

Mayor, Pete Rust — Date

Payment Date.Calendar	(Multiple Items)

Standard Name	Invoice Description	Pament Date	Source	Payment Amount
ACHESON, CHRISTOPHER		05/11/2016	Utility Refund	35.26
ACHESON, CHRISTOPHER Total				**35.26**
ADVANCED MEDICAL IMAGING, LLC	ACCT 7846221333 TAYLOR LAUG	05/02/2016	AP	74.16
ADVANCED MEDICAL IMAGING, LLC Total				**74.16**
AFLAC	AFLAC AT - AFLAC After Tax*	05/02/2016	AP	1,339.16
AFLAC Total				**1,339.16**
COLONIAL LIFE & ACCIDENT	COLONIAL PT - Colonial Insurance Pre-tax*	05/02/2016	AP	51.12
COLONIAL LIFE & ACCIDENT Total				**51.12**
CONTINENTAL AMERICAN INSURANCE	CAIC AT - Continental Amer Ins After Tax*	05/02/2016	AP	849.34
CONTINENTAL AMERICAN INSURANCE Total				**849.34**
FIRST ASSEMBLY OF GOD		05/10/2016	Misc Billing Refund	500.00
FIRST ASSEMBLY OF GOD Total				**500.00**
HALL, BRENT		05/11/2016	Utility Refund	9.58
HALL, BRENT Total				**9.58**
ICMA RETIREMENT TRUST- #301264	ICMA - ICMA Deferred Comp*	05/02/2016	AP	2,694.40
ICMA RETIREMENT TRUST- #301264 Total				**2,694.40**
MARES, MISTY & CHRIS GARCIA		05/11/2016	Utility Refund	73.22
MARES, MISTY & CHRIS GARCIA Total				**73.22**
NAIL ART		05/11/2016	Utility Refund	151.03
NAIL ART Total				**151.03**
NCPERS GROUP LIFE INSURANCE	PRUD - Prudential LIfe Insurance*	05/02/2016	AP	944.00
NCPERS GROUP LIFE INSURANCE Total				**944.00**
New York Life Insurance Company	NYL-WHOLE LIFE - New York Life - Whole Life*	05/02/2016	AP	892.22
New York Life Insurance Company Total				**892.22**
OLSON, GARRETT		05/11/2016	Utility Refund	63.51
OLSON, GARRETT Total				**63.51**
PATTERSON, DAVID & REBECCA		05/11/2016	Utility Refund	54.66
PATTERSON, DAVID & REBECCA Total				**54.66**
PETERSON, PAUL & DEBBIE		05/11/2016	Utility Refund	86.08
PETERSON, PAUL & DEBBIE Total				**86.08**
RELIANCE STANDARD LIFE INSURANCE	RELIANCE - Reliance Life Insurance*	05/02/2016	AP	124.05
RELIANCE STANDARD LIFE INSURANCE Total				**124.05**
ROOT, ANGELIQUE & JAMES ROOT		05/11/2016	Utility Refund	87.34
ROOT, ANGELIQUE & JAMES ROOT Total				**87.34**
SMITH, MICHAEL & MANDY		04/29/2016	Utility Refund	73.42
SMITH, MICHAEL & MANDY Total				**73.42**
UNITED WAY OF SWEETWATER COUNTY	UNITED WAY - United Way*	05/02/2016	AP	2,452.20
UNITED WAY OF SWEETWATER COUNTY Total				**2,452.20**
WEBT - WYOMING EDUCATORS' BENEFIT TRUST	LIFE EMP ONLY - City Paid LIfe - Emp Only*	05/02/2016	AP	2,399.50
WEBT - WYOMING EDUCATORS' BENEFIT TRUST Total				**2,399.50**
WHITE MOUNTAIN ARCHERS		05/10/2016	Misc Billing Refund	500.00
WHITE MOUNTAIN ARCHERS Total				**500.00**
WYOMING RETIREMENT SYSTEM	Firemen's Pension Fund-Tom Murphy	05/05/2016	AP	660.00

WYOMING RETIREMENT SYSTEM	**WYO RET EM - Wyoming Retirement - Employer***	05/02/2016	AP	86,436.30
WYOMING RETIREMENT SYSTEM Total				**87,096.30**
David Allred	**TRAVEL / SANDY / ALLRED**	05/11/2016	AP	337.00
	TRAVEL / THERMOPOLIS / ALLRED	05/11/2016	AP	337.00
David Allred Total				**337.00**
MOLLY PALMER NATIONAL MS SOCIETY		05/10/2016	Misc Billing Refund	500.00
MOLLY PALMER NATIONAL MS SOCIETY Total				**500.00**
THOMAS BARRETT		05/10/2016	Misc Billing Refund	500.00
THOMAS BARRETT Total				**500.00**
Grand Total				**101,887.55**

Outstanding Invoices
Presented for 5-17-16 City Council

Director of Finance, Chris Meats — Date

City Administrator, Reed Clevenger — Date

Mayor, Pete Rust — Date

Invoice Process Status	Open
Journal Type	Journal Entry
Transaction Type	(Multiple Items)

Vendor Name	Invoice Number	Invoice Description	Inv Date	Transaction Amount
7C BUCKERS	**042416**	Rodeo Stock Contractor for 2016 OSSR	04/24/2016	9,000.00
7C BUCKERS Total				**9,000.00**
AIRGAS USA, LLC	**9050602294**	75-25 MIX GAS	04/21/2016	100.21
	993532603	Cylinder Rentals	03/31/2016	409.27
AIRGAS USA, LLC Total				**509.48**
ALPINE PURE BOTTLED WATER	**94956**	BOTTLED WATER / CD	05/01/2016	12.00
	94957	BOTTLED WATER / FINANCE	05/01/2016	6.00
	94958	BOTTLED WATER / ADMINISTRATION	05/01/2016	12.00
	94959	5 Gallon Bottled Water	05/01/2016	6.00
	94960	BOTTLED WATER / PD	05/01/2016	48.00
	94962	Bottled water	05/01/2016	48.00
ALPINE PURE BOTTLED WATER Total				**132.00**
ALSCO	**LOGD1121535**	UNIFORM SERVICE	04/20/2016	85.67
	LOGD1121546	Mats and Mops for City Hall	04/27/2016	76.02
	LOGD1123139	Mats for PD	05/04/2016	38.12
	LOGD1123154	UNIFORM SERVICE	05/04/2016	84.50
	LOGD1123155	Mats and Shop Towels	05/04/2016	76.63
	LOGD1123157	MAT	05/04/2016	24.65
ALSCO Total				**385.59**
AMERIGAS PROPANE, LP	**3051506316**	Propane for Landfill	04/21/2016	577.06
AMERIGAS PROPANE, LP Total				**577.06**
ARELLANO, SHAWN	**041916**	SOCCER / ARELLANO	04/19/2016	56.00
ARELLANO, SHAWN Total				**56.00**
ARROWHEAD CONCRETE INC	**59701**	Road Base	04/15/2016	65.00
	59702	Road Base	04/15/2016	65.00
	59703	Road Base	04/15/2016	65.00
	59704	Road Base	04/15/2016	65.00
	59724	Road Base	04/18/2016	325.00
ARROWHEAD CONCRETE INC Total				**585.00**
ATKINSON, ABBEY	**041916**	SOCCER / ATKINSON	04/19/2016	96.00
ATKINSON, ABBEY Total				**96.00**
BRODY CHEMICAL	**406807**	Accu Tabs	04/22/2016	334.99
BRODY CHEMICAL Total				**334.99**
BROKEN ARROW FIELD SERVICES, INC.	**4652**	ANNUAL HOIST INSPECTIONS-FLEET	05/03/2016	1,050.00
BROKEN ARROW FIELD SERVICES, INC. Total				**1,050.00**
CASTLE ROCK VETERINARY CENTER	**27318DOWLEY**	SPAY/NEUTER CERTIFICATES	04/25/2016	50.00
CASTLE ROCK VETERINARY CENTER Total				**50.00**
CIVICPLUS	**158367**	Website Hosting	04/01/2016	5,704.75
CIVICPLUS Total				**5,704.75**
CORDOVA, HAYLEN	**041916**	SOCCER / CORDOVA	04/19/2016	40.00
CORDOVA, HAYLEN Total				**40.00**
CRUM ELECTRIC SUPPLY	**1775713-00**	ELECTRICAL SUPPLIES	04/27/2016	57.57
CRUM ELECTRIC SUPPLY Total				**57.57**

DAVIS, ALEX	**041916**	REF / SOCCER	04/19/2016	32.00
DAVIS, ALEX Total				**32.00**
DEBERNARDI CONSTRUCTION COMPANY	**5-1386**	Pay Application #1 2nd South Reconstruction	05/03/2016	217,820.85
DEBERNARDI CONSTRUCTION COMPANY Total				**217,820.85**
EAGLE UNIFORM & SUPPLY CO	**75116**	Mops and Towels for PD	04/29/2016	59.32
EAGLE UNIFORM & SUPPLY CO Total				**59.32**
ERDMANN, LAWRENCE	**4/25/16**	Reimbursement for Education	04/25/2016	120.00
ERDMANN, LAWRENCE Total				**120.00**
F.B. MCFADDEN WHOLESALE COMPANY	**316319**	SNACKS FOR RESALE	04/19/2016	168.95
	316561	Coffee	04/25/2016	164.95
	316565	Wax Pledge Multi Surface	04/25/2016	162.60
	316627	Snacks for Resale, Supplies	04/26/2016	151.25
	316908	SNACKS FOR RESALE	05/02/2016	76.00
F.B. MCFADDEN WHOLESALE COMPANY Total				**723.75**
FAIRMONT SUPPLY COMPANY	**4643111-00**	Step/Shelf Ladder	05/02/2016	90.98
FAIRMONT SUPPLY COMPANY Total				**90.98**
FARIS MACHINERY	**G24224**	GRIP BELTS OUTER	04/20/2016	43.46
FARIS MACHINERY Total				**43.46**
FASTENAL COMPANY	**WYGRE42911**	Sign Maintenance Supplies	04/26/2016	14.42
FASTENAL COMPANY Total				**14.42**
FINCH, REANA	**041916**	REF / SOCCER	04/19/2016	126.00
FINCH, REANA Total				**126.00**
FINISH LINE SYSTEMS, LLC	**4437**	Gaskets	04/20/2016	324.16
	4447	Water Meters	04/25/2016	11,820.39
FINISH LINE SYSTEMS, LLC Total				**12,144.55**
FIRE ENGINEERING COMPANY INC	**8159**	Annual Fire Sprinkler System Inspection	05/06/2016	1,141.00
FIRE ENGINEERING COMPANY INC Total				**1,141.00**
FORCE AMERICA INC	**CM001-0001875**	SWITCH	04/08/2016	(27.72)
FORCE AMERICA INC Total				**(27.72)**
FRY'S CUSTOM FLOORS INC	**013856**	Almond Tile	05/02/2016	18.00
FRY'S CUSTOM FLOORS INC Total				**18.00**
GENTLE TOUCH DRYCLEANING	**0376**	UNIFORM CLEANING / CRONK	04/20/2016	6.00
GENTLE TOUCH DRYCLEANING Total				**6.00**
GRAINGER	**9080139950**	Photo Eye	04/12/2016	332.20
GRAINGER Total				**332.20**
GREEN RIVER ACE HARDWARE	**108772/2**	Air Quick Conn, Drill Bit, Fasteners, Hose Reel, Nipp	03/30/2016	80.90
	109209/2	Elbow, Couple, Ball Valve	04/18/2016	7.93
	109217/2	Valve, Cement, Adapter, Elbow	04/18/2016	52.92
	109234/2	Battery Adapters	04/19/2016	23.76
	109302/2	Adapter, Assorted Hand Tools, Battery, Switch	04/21/2016	53.95
	109372/2	supplies	04/25/2016	12.98
	109373/2	Leader Hoses	04/25/2016	17.98
	109375/2	SPRAYPAINT	04/25/2016	4.99
	109396/2	SPRAYPAINT	04/26/2016	13.47
	109403/2	Mouse Traps Tincat	04/26/2016	59.97
	109411/2	SPLY FCT	04/26/2016	16.99
	109416/2	Plier 16" Pump Channel Lk	04/27/2016	29.99
	109522/2	Lube 11oz Super Slick	05/02/2016	17.98
	109529/2	Ballasts and connectors	05/02/2016	85.95
	109531/2	Stainless Cleaner	05/02/2016	13.98
	109544/2	Weed B Gone, Ortho Grass B Gone	05/03/2016	34.97
	109552/2	FAUCT AERETER	05/03/2016	19.98
	109553/2	Clamp Hose, Barb Hose	05/03/2016	8.97
	109555/2	FAUCT AERETER	05/03/2016	(8.00)
	109574/2	Street Light Maintenance Supplies	05/04/2016	23.96
	109621/2	Clothsline Cotn 7/32x100	05/05/2016	29.97
	109635/2	Dual Aerator	05/06/2016	19.99
	109646/2	Shovel, Fasteners	05/06/2016	41.34
	109647/2	SLOTTED ANGLE	05/06/2016	44.98
	109691/2	Tape, Elbow, Adapter, Valve, Hose Adapter	05/09/2016	47.95
	109693/2	PLASTIC TUBING	05/09/2016	19.98
	109697/2	Battery 12pk, Battery 30pk	05/09/2016	50.97
GREEN RIVER ACE HARDWARE Total				**828.80**
GREEN RIVER CHAMBER	**1347**	Lunch and Learn	04/25/2016	36.00
GREEN RIVER CHAMBER Total				**36.00**
GYM OUTFITTERS, INC	**2009**	pop pin for tuff stuff bench	04/14/2016	63.00
GYM OUTFITTERS, INC Total				**63.00**

HACH COMPANY	**9894411**	Reagent Set	04/20/2016	337.79
	9913189	Lab Consumables	05/03/2016	422.50
HACH COMPANY Total				**760.29**
HOSE & RUBBER SUPPLY INC	**C76731-001**	2" Band	04/20/2016	5.00
	C77683-001	MEGACRIMP	04/27/2016	119.28
HOSE & RUBBER SUPPLY INC Total				**124.28**
INTERMOUNTAIN BOBCAT	**P55035**	ELEMENT KIT	04/20/2016	74.65
INTERMOUNTAIN BOBCAT Total				**74.65**
JFC ENGINEERS ARCHITECTS	**36616**	Survey & Legal Descriptions-Virginia Court	05/04/2016	488.00
JFC ENGINEERS ARCHITECTS Total				**488.00**
JOINT POWERS WATER BOARD	**1083**	WATER	05/02/2016	49,580.37
JOINT POWERS WATER BOARD Total				**49,580.37**
JTE - JACK'S TRUCK & EQUIPMENT	**43701R**	FUEL TANK	05/17/2016	262.49
JTE - JACK'S TRUCK & EQUIPMENT Total				**262.49**
KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION	**R250461**	COUPLING	04/05/2016	(49.02)
	R250481	COUPLING	04/05/2016	95.02
KAMAN INDUSTRIAL TECHNOLOGIES CORPORATION Total				**46.00**
KETTERING, CARLY	**041916**	REF / SOCCER	04/19/2016	48.00
KETTERING, CARLY Total				**48.00**
KETTERING, ELLIE	**041916**	REF / SOCCER	04/19/2016	14.00
KETTERING, ELLIE Total				**14.00**
KIMBALL MIDWEST	**4866683**	SHOP SUPPIES SMALL	04/27/2016	802.70
KIMBALL MIDWEST Total				**802.70**
KRKK KQSW KMRZ KSIT WYORADIO	**16040078**	Rhythms & Rhymes Radio Spots	04/19/2016	198.00
KRKK KQSW KMRZ KSIT WYORADIO Total				**198.00**
LAGOON CORPORATION	**3116 01**	Lagoon Tickets	03/07/2016	5,335.33
LAGOON CORPORATION Total				**5,335.33**
LIBERTY, MICHAEL E	**4/22/16**	Reimbursement for Education	04/22/2016	567.00
LIBERTY, MICHAEL E Total				**567.00**
MACPHERSON, KELLY & THOMPSON, LLC	**57397**	Personnel Legal Services	04/20/2016	297.50
MACPHERSON, KELLY & THOMPSON, LLC Total				**297.50**
MEEKS, DERICA	**041916**	REF / SOCCER	04/19/2016	64.00
MEEKS, DERICA Total				**64.00**
MEMORIAL HOSPITAL OF SWEETWATER COUNTY	**0804357085**	LEGAL DRAW	04/15/2016	114.00
MEMORIAL HOSPITAL OF SWEETWATER COUNTY Total				**114.00**
MORENO, JAVIER	**041916**	REF / SOCCER	04/19/2016	48.00
MORENO, JAVIER Total				**48.00**
MOUNTAIN WEST BUSINESS SOLUTIONS	**6173741**	Toner	04/26/2016	134.84
	6173744	Toner	04/26/2016	600.27
	6173745	Toner	04/26/2016	146.82
	6173748	Toner	04/26/2016	74.47
	6173749	Toner	04/26/2016	281.50
	6173751	Copies from Printer	04/26/2016	177.79
	6173752	Toner	04/26/2016	139.82
	6173754	Copies on PW Savin CLP128	04/26/2016	105.84
	6173755	Toner	04/26/2016	5.29
	6173756	Toner	04/26/2016	2.22
	6173758	Copies from Printer	04/26/2016	369.60
	6173775	Copy Machine Maintenance Agreement	04/27/2016	214.12
MOUNTAIN WEST BUSINESS SOLUTIONS Total				**2,252.58**
MURRAY, SHANA	**042516**	REFUND / WSI COURSE	04/25/2016	130.00
MURRAY, SHANA Total				**130.00**
NAPA AUTO PARTS UNLIMITED	**245632**	FILTERS / WIPER BLADES	04/18/2016	36.80
	245633	FILTERS / WIPER BLADES	04/18/2016	56.15
	245765	FILTERS	04/20/2016	11.54
	245782	HEATER HOSE	04/20/2016	2.40
	245807	FILTERS	04/20/2016	67.90
	245850	FILTERS	04/21/2016	9.12
	245858	OIL FILTER	04/21/2016	0.82
	245859	FILTER KIT	04/21/2016	16.09
	245860	Brake Pads	04/21/2016	48.22
	245883	AIR FILTERS	04/21/2016	5.31
	245889	LAMP	04/21/2016	(4.59)
	245895	TIRE PRESSURE GUAGE	04/21/2016	39.04
	245906	BULB	04/21/2016	6.50
	245923	BELT	04/21/2016	37.35
	245936	FILTERS	04/21/2016	11.54

	245937	FILTERS	04/21/2016	11.54
	245940	SPARK PLUGS	04/21/2016	133.60
	245944	SPARK PLUGS	04/21/2016	139.58
	245946	Gasket	04/21/2016	8.18
	245971	CORE DEPOSIT	04/22/2016	146.29
	245973	GASKET MAKER	04/22/2016	12.96
	245975	CORE DEPOSIT	04/22/2016	(9.00)
	246170	FILTERS	04/25/2016	307.20
	246179	GREASE	04/25/2016	6.24
	246184	CORE DEPOSIT	04/18/2016	34.99
	246190	SENSOR	04/25/2016	21.32
	246191	FILTERS	04/25/2016	16.61
	246248	Electrical tape, pliers	04/26/2016	72.18
	246273	DISC	04/26/2016	4.38
	246291	CONVERTER	04/26/2016	203.15
	246339	CORE DEPOSIT	04/27/2016	77.09
	246399	CORE DEPOSIT	04/28/2016	(26.07)
	246409	HALOGEN	04/28/2016	10.49
	246451	BATTERY	04/28/2016	166.97
	246476	CONVERTOR	04/29/2016	(203.15)
	246495	PURPLE POWER	04/29/2016	20.57
	246607	FILTERS	05/02/2016	14.17
	246623	FILTERS	05/02/2016	11.54
	246625	OIL FILTER	05/02/2016	31.17
	246692	WD40 SPRAY	05/03/2016	6.30
	246701	FILTERS	05/03/2016	14.70
	246703	WIPER BLADES	05/03/2016	41.98
	246805	Brakleen	05/04/2016	28.68
NAPA AUTO PARTS UNLIMITED Total				**1,647.85**
NEUMANN, DAKOTA	**041916**	REF / SOCCER	04/19/2016	120.00
NEUMANN, DAKOTA Total				**120.00**
NEVE'S UNIFORMS	**LN-332708**	Cap Bell Crown Navy	04/13/2016	235.84
	LN-333432	Double Breasted Men's Dress Coat	04/27/2016	870.40
NEVE'S UNIFORMS Total				**1,106.24**
NUTECH SPECIALTIES INC	**145617**	Hydrochloric Acid	04/15/2016	269.70
	145967	Hydrochloric Acid	04/25/2016	269.70
	146193	SHOP CLEANING SUPPLIES	04/29/2016	219.38
NUTECH SPECIALTIES INC Total				**758.78**
O'REILLY AUTO PARTS	**4981-117102**	Carb Cleaner, 16 oz Motor Treatment	05/05/2016	26.47
O'REILLY AUTO PARTS Total				**26.47**
PACIFIC STEEL RECYCLING	**4146965**	20' Angle	04/18/2016	31.50
PACIFIC STEEL RECYCLING Total				**31.50**
PETERBILT OF WYOMING	**RP144836**	FILTERS	04/18/2016	101.74
	RP145032	AIR FILTERS	04/26/2016	142.25
	RP145076	SENSOR	04/27/2016	73.76
	RP145178	CARTRIDGE	05/02/2016	68.12
PETERBILT OF WYOMING Total				**385.87**
PIONEER GASKET OF WYOMING, INC	**2-34963**	Gaskets	04/20/2016	25.50
	2-43251	Cemetery Pumps	04/20/2016	25.50
PIONEER GASKET OF WYOMING, INC Total				**51.00**
PIONEER PRINTING & STATIONERY CO INC	**P54458**	Receipt Books	04/25/2016	714.67
PIONEER PRINTING & STATIONERY CO INC Total				**714.67**
PMS SCREEN PRINTING	**925**	CLEAN UP DAY T-SHIRTS	04/25/2016	752.00
PMS SCREEN PRINTING Total				**752.00**
POPE, KELBY	**041916**	REF / SOCCER	04/19/2016	72.00
POPE, KELBY Total				**72.00**
PROFORCE LAW ENFORCEMENT	**176736**	Taser Cam Download Kit	06/12/2013	14.95
	177195	TSR CAM HD USB DOWLOAD KIT	06/18/2013	(14.95)
PROFORCE LAW ENFORCEMENT Total				**0.00**
QUESTAR GAS	**1880050316**	MONTHLY USUAGE	05/03/2016	7,522.59
QUESTAR GAS Total				**7,522.59**
QUILL CORPORATION	**20114**	Softsoap w/aloe pump	04/25/2016	41.79
	5263355	PENS / PAPER	04/22/2016	68.96
	5335880	Paper and Tape	04/26/2016	127.19
	5365851	Report Covers	04/27/2016	74.28
QUILL CORPORATION Total				**312.22**
REAL KLEEN INC	**44425**	Pina Colada Hair and Body Shampoo, Roll Towels	04/28/2016	140.10

REAL KLEEN INC	**44446**	Trash Can Liners, Cleaner, Towels	05/04/2016	786.80
REAL KLEEN INC Total				**926.90**
RED HORSE OIL COMPANY INC	**12726**	FUEL	04/15/2016	1,587.44
	12776	FUEL	04/22/2016	1,975.35
RED HORSE OIL COMPANY INC Total				**3,562.79**
RESPOND FIRST AID SYSTEMS	**144675**	First Aid Supplies	05/04/2016	103.25
RESPOND FIRST AID SYSTEMS Total				**103.25**
ROCK SPRINGS WINNELSON COMPANY	**207432 00**	Curb Stop Rods	05/02/2016	643.91
	207625 00	2 Inch Gate Valves and Fittings	05/02/2016	1,070.06
	207777 00	COUPLING	05/02/2016	155.22
ROCK SPRINGS WINNELSON COMPANY Total				**1,869.19**
ROCKY MOUNTAIN POWER	**0077042916**	ELCETRIC SERVICE	04/29/2016	44,913.19
ROCKY MOUNTAIN POWER Total				**44,913.19**
ROOT SPRING SCRAPER CO	**76872**	AXLE SLEEVE / SHAFT	03/31/2016	361.60
ROOT SPRING SCRAPER CO Total				**361.60**
RUSSELL INDUSTRIES INC	**131040-00**	Air Pump and fittings	04/19/2016	695.84
RUSSELL INDUSTRIES INC Total				**695.84**
SCHAEFFERS MANUFACTURING COMPANY	**671236-INV1**	LUBRICANTS	04/19/2016	1,831.50
	671301-INV1	LUBRICANTS	04/29/2016	259.80
SCHAEFFERS MANUFACTURING COMPANY Total				**2,091.30**
SHADOW MOUNTAIN WATER OF WYOMING, INC	**002.B157646**	Distilled Water	04/25/2016	14.00
SHADOW MOUNTAIN WATER OF WYOMING, INC Total				**14.00**
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	**2662870 RI**	SHIRT AND PANTS	04/21/2016	251.95
	2664278 RI	BOOTS	04/25/2016	81.95
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT Total				**333.90**
SMITH POWER PRODUCTS INC	**2971698**	FILTER	04/25/2016	109.58
SMITH POWER PRODUCTS INC Total				**109.58**
SOUTHEASTERN SECURITY CONSULTANTS INC	**107198**	Applicants Profiles	04/25/2016	35.00
SOUTHEASTERN SECURITY CONSULTANTS INC Total				**35.00**
SOUTHWEST DOORS INC	**10400**	Garage Door Repair at Station #2	04/13/2016	470.95
	10458	Pair of Springs	05/03/2016	307.50
SOUTHWEST DOORS INC Total				**778.45**
STATEFIRE DC SPECIALITIES, LLC	**MON040331**	FIRE ALARM SYSTEMS	04/01/2016	75.00
STATEFIRE DC SPECIALITIES, LLC Total				**75.00**
STOEGER, TAYLOR	**041916**	REF / SOCCER	04/19/2016	40.00
STOEGER, TAYLOR Total				**40.00**
STRANGE, KILEY	**041916**	REF / SOCCER	04/19/2016	12.00
STRANGE, KILEY Total				**12.00**
SWEETWATER CABLE TELEVISION COMPANY	**012923051016**	MONTHLY SERVICE	05/10/2016	64.95
	015356051016	CABLE TV	05/10/2016	33.80
SWEETWATER CABLE TELEVISION COMPANY Total				**98.75**
SWEETWATER COUNTY SCHOOL DISTRICT #2	**050216**	Snacks served for Grasp in January	05/02/2016	182.32
SWEETWATER COUNTY SCHOOL DISTRICT #2 Total				**182.32**
SWEETWATER TROPHIES	**20044**	T-shirts for Seasonals	04/06/2016	192.00
	20128	Framing and Engraving	04/25/2016	27.40
	20131	Resin Figures for Chalk It Up	04/25/2016	135.00
SWEETWATER TROPHIES Total				**354.40**
TERMINIX OF WYOMING	**10273401**	Monthly Service for May	05/10/2016	42.00
TERMINIX OF WYOMING Total				**42.00**
THE RADIO NETWORK	**16040552**	Recreation Center Package	04/30/2016	138.88
	16040553	Recreation Center Package	04/30/2016	138.88
	16040554	Recreation Center Package	04/30/2016	138.88
	16040555	Recreation Center Package	04/30/2016	138.88
THE RADIO NETWORK Total				**555.52**
TYLER TECHNOLOGIES INC	**025-142413**	CASH DRAWER MAINTENANCE	12/16/2015	(32.27)
TYLER TECHNOLOGIES INC Total				**(32.27)**
US BANK	**ABOD SMITH031716**	KOOLAIDE	03/25/2016	22.99
	ABOD WALMA031716	CANDY	03/25/2016	19.84
	ABOD WHOLE022616	PINATAS	03/25/2016	71.93
	BCOR AMAZO032316	HEADSET	03/25/2016	288.36
	BHAL GRACE030316	chain	03/25/2016	56.80
	BHAL RAYAL022616	WALL CHARGER	03/25/2016	27.49
	BHAL SWPS022516	GUN CASE	03/25/2016	72.17
	CDUN 012816	MILK	02/25/2016	45.27
	CDUN DISCO020916	CUPS	02/25/2016	(68.80)
	CDUN EZFLE032116	HOOK FASTENER	03/25/2016	124.00

US BANK	**CDUN FAMIL012816**	FOOD COLORING	02/25/2016	4.00
	CDUN NICA021516	Crystal Classic	02/25/2016	900.00
	CDUN SHOPK021216	Spoons	02/25/2016	2.66
	CDUN SMITH021316	SMORES	02/25/2016	88.69
	CDUN SMITH021516	SMORES	02/25/2016	(69.64)
	CDUN SMITH030316	GREEN PEPPERS	03/25/2016	3.08
	CDUN SMITH031016	ORANGES	03/25/2016	25.13
	CDUN SMITH031616	JUICE	03/25/2016	35.10
	CDUN SMITH032116	CANDY	03/25/2016	40.54
	CDUN USPS021816	POSTAGE	02/25/2016	8.30
	CDUN WALMA021016	supplies	02/25/2016	182.57
	CDUN WALMA032416	FRUIT	03/25/2016	26.62
	CDUNSMITH021016	WATER	02/25/2016	31.50
	CKRA AMAZO030516	PRINTER	03/25/2016	329.99
	CKRA AMAZO031616	LABOR LAW POSTER	03/25/2016	63.96
	CKRA COWBO030716	DONUTS	03/25/2016	26.98
	DALL GRACE032116	WATCH BATTERY	03/25/2016	11.98
	DALL INTLC030516	CERTIFICATIONS	03/25/2016	110.00
	DHYE BATTE032216	BATTERY	03/25/2016	80.90
	DHYE STAPL032216	CHAIR	03/25/2016	99.99
	DHYE WALMA032216	MICROWAVE	03/25/2016	63.00
	DHYER HOMED03151	supplies	03/25/2016	113.51
	DLAU VALLE031016	FUEL	03/25/2016	30.05
	EHAN FAMI030216A	supplies	03/25/2016	5.00
	EHAN FAMIL030216	supplies	03/25/2016	30.70
	EHAN GFSCH030316	TURBDITY	03/25/2016	41.60
	EHAN HOMED030216	GLOVES	03/25/2016	9.88
	EHAN STAPL030216	VIVITAR	03/25/2016	8.99
	EHAN WALMA030216	supplies	03/25/2016	60.65
	JCHY ASETE030416	REGISTRATION	03/25/2016	110.00
	JCHY FLYST031516	FUEL	03/25/2016	25.00
	JCHY GUNSL031416	FUEL	03/25/2016	15.47
	JCHY INTER030916	HEADLAMP	03/25/2016	153.41
	JCHY LAQUI031516	HOTEL	03/25/2016	90.00
	JFER HOMED031016	concrete	03/25/2016	141.54
	JFER HOMED031616	Light Bulbs	03/25/2016	17.94
	JFER SHOPK030916	Index cards	03/25/2016	2.79
	JHOL ARCMA030716	ORANG-U-TONGS	03/25/2018	199.36
	KBLO CONST030416	Advertising	03/25/2016	5.00
	KBLO NATIO030816	TYVEK WRISTBANDS	03/25/2016	191.85
	KBLO PAYPA031016	REGISTRATION / WLSL	03/25/2016	59.00
	KCRO AMAZO022516	GUIDE MARKERS STICKS	03/25/2016	34.86
	KCRO AMAZO031516	WINSHIELD WIPER	03/25/2016	10.50
	KCRO FASTO030316	REELCRAFT	03/25/2016	400.99
	LBEN INTER022916	ZIP LOCK BAGS	03/25/2016	174.85
	LBEN QUILL022716	BANKERS BOX	03/25/2016	89.27
	LBEN QUILL030216	STORAGE SLEEVE	03/25/2016	10.89
	LBEN USPS030316	POSTAGE	03/25/2016	6.80
	LBEN USPS030416	POSTAGE	03/25/2016	13.45
	LBEN USPS031116	POSTAGE	03/25/2016	8.85
	LBEN USPS031816	POSTAGE	03/25/2016	6.80
	LERD GUES 022716	HOTEL	03/25/2016	167.32
	LERD HOMED030816	Blinds	03/25/2016	336.00
	LERD UNITE022716	BAGGAGE FEE	03/25/2016	25.00
	LERD UNITE030516	BAGGAGE FEE	03/25/2016	25.00
	MHOL CONOC031616	FUEL	03/25/2016	13.20
	MHOL FAMIL031716	FURNITURE POLISH	03/25/2016	13.52
	MHOL LOAFN031716	FUEL	03/25/2016	15.19
	MHOL PIKOT031616	FUEL	03/25/2016	10.96
	MHOL SHELL031416	FUEL	03/25/2016	18.73
	MLIB IAAI030416	MEMERSHIP	03/25/2016	90.00
	PHAS VISTA030316	BUSINESS CARDS / GREEN	03/25/2016	14.98
	RKOL SPEED022716	GHOST REMOVER	03/25/2016	160.83
	TJAR LOGI030416A	SPEAKER	03/25/2016	19.98
	TJAR LOGI030416B	SPEAK	03/25/2016	47.83
	TJAR LOGIT030416	SPEAKER	03/25/2016	47.83
	TMAD AMAZO030916	TIRE PRESSURE GUAGE	03/25/2016	68.67

US BANK Total				**5,869.44**
VALLI INFORMATION SYSTEMS	**35392**	UTILITY BILLS	04/30/2016	2,137.78
VALLI INFORMATION SYSTEMS Total				**2,137.78**
VAUGHNS PLUMBING & HEATING	**19520**	Relocate Water Meter	04/20/2016	600.00
VAUGHNS PLUMBING & HEATING Total				**600.00**
WEBT - WYOMING EDUCATORS' BENEFIT TRUST	**825**	RETIREE INSURANCE	05/06/2016	863.00
	834	RETIREE INSURANCE	05/06/2016	873.58
	835	RETIREE INSURANCE	05/06/2016	517.25
	837	RETIREE INSURANCE	05/06/2016	1,134.00
	841	RETIREE INSURANCE	05/06/2016	964.25
	846	RETIREE INSURANCE	05/06/2016	877.90
	856	RETIREE INSURANCE	05/06/2016	1,134.00
	863	RETIREE INSURANCE	05/06/2016	1,258.00
	865	RETIREE INSURANCE	05/06/2016	863.00
	866	RETIREE INSURANCE	05/06/2016	863.00
	880	RETIREE INSURANCE	05/06/2016	1,148.90
	888	RETIREE INSURANCE	05/06/2016	416.00
	898	RETIREE INSURANCE	05/06/2016	416.00
	903	RETIREE INSURANCE	05/06/2016	1,187.78
WEBT - WYOMING EDUCATORS' BENEFIT TRUST Total				**12,516.66**
WEST LAW OFFICE PC	**32015**	May Retainer	05/02/2016	6,000.00
WEST LAW OFFICE PC Total				**6,000.00**
WESTERN RELIEF LLC	**11639**	Regular Service for Thomas Moran Park	04/22/2016	212.00
	11640	Regular Service for FMC	04/22/2016	106.00
	11641	Regular Service for Horse Corrals	04/22/2016	106.00
	11642	Regular Service for Expedition Island	04/22/2016	106.00
	11643	Delivery of 3 Standard Portable Restrooms	04/22/2016	75.00
	11644	Delivery of Standard Portable Restroom to Vets	04/22/2016	25.00
	11645	Deliver of Standard Restroom To Collier Park	04/22/2016	25.00
	11646	Delivery of Standard Restroom to Hoover Park	04/22/2016	25.00
	11647	Delivery of Standard Restroom to Wyoming Park	04/22/2016	25.00
	11648	Delivery of Standard Restroom to Evers Park	04/22/2016	25.00
	11649	Delivery of Standard Restroom to Jaycee Park	04/22/2016	25.00
WESTERN RELIEF LLC Total				**755.00**
WHISLER CHEVROLET COMPANY INC	**119460CVW**	LAMP	04/21/2016	21.50
WHISLER CHEVROLET COMPANY INC Total				**21.50**
WHITAKER CONSTRUCTION CO., INC.	**17911**	Pay Application #1	04/29/2016	170,600.52
WHITAKER CONSTRUCTION CO., INC. Total				**170,600.52**
WHITE MOUNTAIN LUMBER & RENTAL	**2302589**	Forms for Concrete at Visitor Center, Arts Council	04/20/2016	5.20
	2302952	Studs, Stringline	05/04/2016	164.95
	2303005	9v-4 Max Alkaline Multipack	05/06/2016	23.98
WHITE MOUNTAIN LUMBER & RENTAL Total				**194.13**
WYOMING DEPARTMENT OF AGRICULTURE	**050116FL**	Food License	05/01/2016	50.00
	050416Pool	Pool License	05/04/2016	50.00
	050416Spa	License for Spa	05/04/2016	50.00
WYOMING DEPARTMENT OF AGRICULTURE Total				**150.00**
WYOMING DEPARTMENT OF TRANSPORTATION	**0000081755**	GRRV / TETON / HITCH POST	04/29/2016	205.62
WYOMING DEPARTMENT OF TRANSPORTATION Total				**205.62**
WYOMING DEPARTMENT OF WORKFORCE SERVICES	**Q1 2016 UI**	ACCT # 981265007 Q1 2016	05/02/2016	12,668.69
WYOMING DEPARTMENT OF WORKFORCE SERVICES Total				**12,668.69**
WYOMING EMBROIDERY & SPORTING GOODS	**12218**	NAME / MCDONALD	04/20/2016	28.00
WYOMING EMBROIDERY & SPORTING GOODS Total				**28.00**
WYOMING MACHINERY COMPANY	**PO 4551925**	SEAL LIP	04/23/2016	24.82
	PO 4551926	SPACER BAR	04/23/2016	123.60
	PO 4551927	Step A	04/23/2016	111.19
	PO 4553331	BELT	04/26/2016	55.48
WYOMING MACHINERY COMPANY Total				**315.09**
YBA SHIRTS	**26336**	Soccer T-shirt Jersy	04/26/2016	2,343.00
	26337	Soccer T-shirt Jersy	04/26/2016	710.00
YBA SHIRTS Total				**3,053.00**
Grand Total				**599,097.57**

Payroll
Presented for 5-17-16 City Council

Net Payroll		224,459.50
Deductions		70,398.13
Total Payroll	$	294,857.63

Period 4/29/16-5/11/16

Director of Finance, Chris Meats — Date

City Administrator, Reed Clevenger — Date

Mayor, Pete Rust — Date

Preauthorization List
Presented for 5-17-16 City Council

Listed below are items needing to be paid prior to the next regularly scheduled council meeting. These amounts are estimates and require pre-authorization.

PAYROLL AND RELATED EXPENSES (includes FICA and Federal Tax deposit, workers comp. and Retirement)	$ 1,000,000.00
PETTY CASH REIMBURSEMENT & POSTAGE	5,000.00
US BANK - Miscellaneous credit card charges	40,000.00
MUNICIPAL COURT - Jury fees	2,000.00
TRAVEL EXPENSES - Elected Officials & Employees	8,000.00
DEPOSIT REFUNDS - Faculty and Utility Refunds	10,000.00
SWEET 7 SAVORY	1,100.00
REDHORSE OIL	30,000.00
Wyane Coleman Const.	35,000.00
Total	**$ 1,131,100.00**

Requested by : _____

Director of Finance, Chris Meats