

CITY COUNCIL AGENDA

I. 7:00 PM **CALL TO ORDER: AUGUST 16, 2016 COUNCIL**

II. **PLEDGE OF ALLEGIANCE**

III. **APPROVAL OF AGENDA**

IV. **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.

V. **COUNCIL ACTION ITEMS**

A. **CONSIDERATION OF CHANGE ORDER #2 FOR 2016 CAPITAL IMPROVEMENT PROJECT - 2ND SOUTH STREET RECONSTRUCTION**

A segment of Second South Street crosses Union Pacific Railroad property through an easement granted in 1936. The Agreement requires the Contractor to carry Railroad Insurance for the affected areas, among other conditions. This Change Order covers the cost of the additional coverage and adds the Agreement to the Contract.

Suggested Motion: I move to approve Change Order #2 for the 2016 CIP – 2nd South Street Reconstruction Project (6th Penny Year 3), in the amount of \$2,357.50, and authorize the Mayor to sign the Change Order.

Documents:

[CHANGE ORDER UPDATED.PDF](#)

B. **CONSIDERATION OF A LONGITUDINAL AND CROSSING PIPELINE AGREEMENT WITH UNION PACIFIC RAILROAD**

A segment of West 2nd South Street crosses Union Pacific Railroad property through an easement granted in 1936. All municipal utilities that cross or run longitudinally through Union Pacific Property are to be documented through an Agreement on record, so with the replacement of that main, we are looking to correct this omission.

Suggested Motion: I move to authorize the Mayor to sign the Longitudinal & Crossing Agreement with the Union Pacific Railroad (Folder No. 02967-84) for the purpose of installing a water main in West 2nd South Street, pending legal review.

Documents:

[UPRR AGREEMENT UPDATED.PDF](#)

VI. CONSENT AGENDA

A. APPROVAL OF A STREET LIGHT AGREEMENT WITH ROCKY MOUNTAIN POWER FOR DEER TRAIL SUBDIVISION

Rocky Mountain Power installs and maintains street lights in many areas of the City. This Street Light Agreement is for the installation of new street lights in the Deer Trail Subdivision. The Agreement is between the City of Green River and Rocky Mountain Power, but the developer pays the fee for the installation of the street lights required for their development. In this case, the fee is \$7,539 for the installation of five street lights.

Suggested Motion: I move to authorize the Mayor to sign the Street Light Agreement with Rocky Mountain Power for the installation of street lights for the Deer Trail Subdivision.

Documents:

[DEER TRAIL STREET LIGHTS.PDF](#)

B. ISSUANCE OF A CATERING PERMIT TO THE WILD HORSE SALOON, DBA THE HITCHING POST RESTAURANT & SALOON

Suggested Motion: I move to approve the issuance of a catering permit to the Wild Horse Saloon dba, The Hitching Post Restaurant & Saloon for the Down and Injured Riders Trust Benefit on Saturday, September 3, 2016, from 4 pm to midnight, in the parking lot in front of the Flaming Gorge Harley Davidson dealership.

Documents:

[CATERING PERMIT - THE HITCHING POST.PDF](#)

C. ISSUANCE OF AN OPEN CONTAINER PERMIT TO FLAMING GORGE HARLEY DAVIDSON

Suggested Motion: I move to approve the Issuance of an open container permit to Flaming Gorge Harley Davidson for the Down and Injured Riders Trust Benefit on Sunday, September 4, 2016, from 10:30 am to 7 pm, in the parking lot in front of the dealership.

Documents:

[OPEN CONTAINER PERMIT - FG HARLEY DAVIDSON.PDF](#)

D. APPROVAL OF MINUTES FOR:

D.i. August 1, 2016 Council

Documents:

[AUGUST 1, 2016 COUNCIL MINUTES SIGNATURES.PDF](#)

E. APPROVAL OF PAYMENT OF BILLS:

E.i. Prepaid \$195,261.66

Documents:

[8-16-16 PREPAID INVOICES.PDF](#)

E.ii. Outstanding Invoices \$1,328,185.20

Documents:

[8-16-16 OUTSTANDING INVOICES.PDF](#)

E.iii. Payroll Expenditures \$312,006.95

Documents:

[8-16-16 PAYROLL.PDF](#)

E.iv. Preauthorization Payments \$1,074,100.00

Documents:

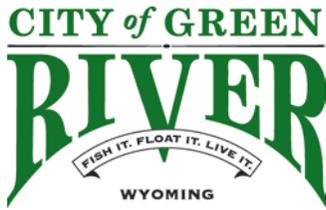
[8-16-16 PREAUTHORIZATION.PDF](#)

VII. CITY ADMINISTRATOR'S REPORT

VIII. CITY ATTORNEY'S REPORT

IX. MAYOR AND COUNCIL REPORTS

X. ADJOURNMENT



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: August 10, 2016	Department: Public Works
Meeting Date: August 16, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Approval of Change Order #2 for 2016 Capital Improvement Project – 2nd South Street Reconstruction (6th Penny Year 3)

Background/Alternatives:

DeBernardi Construction Company, Inc. was awarded the South Second Street reconstruction project on March 1, 2016. A segment of Second South Street crosses Union Pacific Railroad property through an easement granted in 1936. All municipal utilities that cross or run longitudinally through Union Pacific property are to be documented through a Longitudinal & Crossing Pipeline Agreement (Agreement). The Agreement requires the Contractor to carry Railroad Insurance for the affected areas, among other conditions. This Change Order covers the cost of the additional coverage and adds the Agreement to the Contract.

Attachments:

Change Order #2

Fiscal Impact:

For the 2016 construction season, an additional \$347,236 has been authorized from 6th Penny Funds over the cost of the original bid and Change Order #1 for related testing and any other items that arise. This change order is in the amount of \$2,357.50.

Staff Impact:

In House Project Management and Inspection by the Engineering Division

Legal Review:

Complete

Suggested Motion:

“I move to approve Change Order #2 for the 2016 CIP – 2nd South Street Reconstruction Project (6th Penny Year 3), in the amount of \$2,357.50, and authorize the Mayor to sign the Change Order.”

CHANGE ORDER #2

PROJECT: 2016 CIP – 2nd South Street Reconstruction

DATE OF ISSUANCE: August 16, 2016

OWNER'S NAME: City of Green River
OWNER'S ADDRESS: 50 East 2nd North
Green River, WY 82935

CONTRACTOR'S NAME: DeBernardi Construction Co., Inc.
CONTRACTOR'S ADDRESS: 514 G Street
Rock Springs, WY 82901

TYPE OF CONTRACT: 2016 CIP – 2nd South Street Reconstruction

You are directed to make the following changes in the Contract Documents.

Description: ADD Railroad Insurance and other conditions as required by the City's Longitudinal & Crossing Pipeline Agreement which shall become part of the Contract by reference.

Purpose of Change Order: A segment of West 2nd South Street crosses Union Pacific Railroad property through an easement granted in 1936. All municipal utilities that cross or run longitudinally through Union Pacific property are to be documented through a Longitudinal & Crossing Pipeline Agreement (Agreement). The Agreement requires the Contractor to carry Railroad Insurance for the affected areas, among other conditions. This Change Order covers the cost of the additional coverage and adds the Agreement to the Contract.

Attachments: Longitudinal & Crossing Pipeline Agreement.

CHANGE IN CONTRACT PRICE:

Original Contract Price: \$2,908,089.00

Previous Change Orders: 1

Contract Price prior to this Change Order:
\$3,652,764.00

Net Increase (decrease) of this Change Order:
\$2,357.50

Contract Price with all approved Change Orders:
\$3,655,121.50

CHANGE IN CONTRACT TIME:

Original Contract Time: 270 Calendar Days

Net Change from previous Change Orders: 0 Days

Contract Time prior to this Change Order: 270 Days

Net Increase (decrease) of this Change Order: 0 Days

Contract Time with all approved Change Orders:
270 Days

RECOMMENDED:

by: 
City Project Representative

APPROVED:

by: _____
Owner

APPROVED:

by: _____
Contractor



June 27, 2016
Folder: 02967-84

MARK WESTENSKOW
CITY OF GREEN RIVER
50 EAST 2ND NORTH STREET
GREEN RIVER WY 82935

RE: Proposed Construction of One Underground 12 Inch Potable Water Pipeline Encroachment Between Mile Posts 817.29 and 817.37 on the Rawlins Subdivision, and Crossing at Mile Post 817.37 on the Evanston Subdivision, at or near Green River, Sweetwater County, Wyoming

Mr. Westenskow:

Attached is the original of the agreement covering your use of the Railroad Company's right of way. Please print two (2) originals, execute, and return to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Norma Reynolds.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

- Payment in the amount of **Nine Thousand One Hundred Dollars (\$9,100.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02967-84 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8553, or njreynolds@up.com.

Sincerely,

Norma Reynolds
Asst Manager - Real Estate

LONGITUDINAL & CROSSING PIPELINE AGREEMENT

Between Mile Posts 817.29 and 817.37 Rawlins Subdivision and at 817.37 Evanston Subdivision
Location: Green River, Sweetwater County, Wyoming

THIS AGREEMENT (“Agreement”) is made and entered into as of June 27, 2016, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF GREEN RIVER**, a Wyoming municipal corporation to be addressed at 50 East 2nd North Street, Green River, Wyoming 82935 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 12 inch longitudinal and crossing pipeline
for transporting and conveying Potable Water only

(hereinafter the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated February 02, 2016 and marked **Exhibit “A”**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying Potable Water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline encroachment, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Nine Thousand One Hundred Dollars (\$9,100.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor, require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF GREEN RIVER

By: _____
Renay J. Robison
Director – Real Estate

By: _____
Name Printed: _____
Title: _____



PIPELINE NO CLOSER THAN
450' TO CENTERLINE OF TRACK

INSTALL ±675' OF 12" DUCTILE IRON
WATERLINE ON UPRR RIGHT OF WAY

PIPELINE LEAVES
UPRR R/W

LEGEND:

- PIPELINE ENCROACHMENT — — — — —
- EXISTING PIPELINE — — — — —
- UPRRCO. R/W OUTLINED — — — — —

CADD
FILENAME 0296784.DGN

SCAN
FILENAME 0296784-WY0229.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GREEN RIVER, SWEETWATER COUNTY, WY
M.P. 817.29 - RAWLINS SUB. TO
M.P. 817.37 - EVANSTON SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF GREEN RIVER

UP V-4 / SL-34

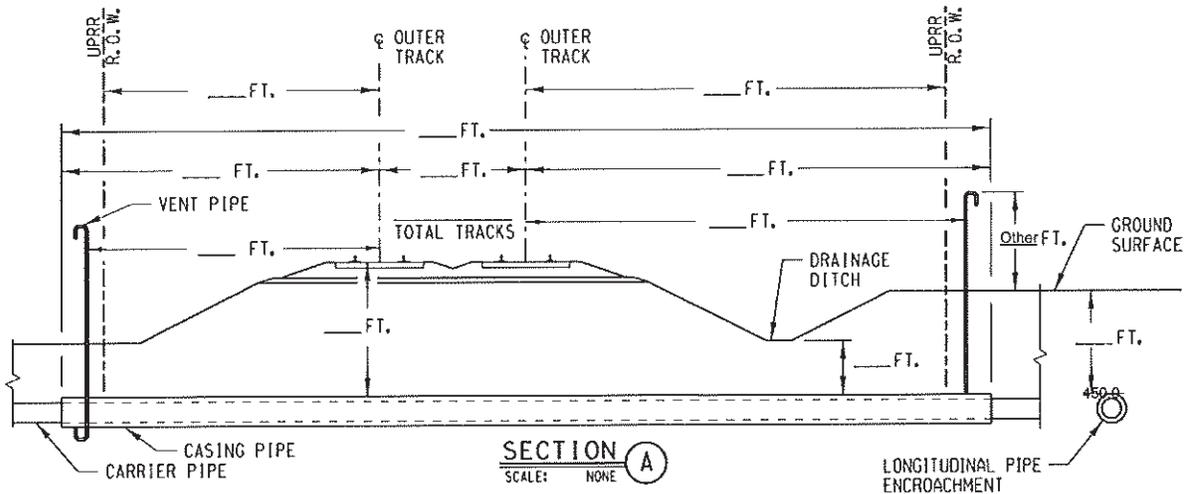
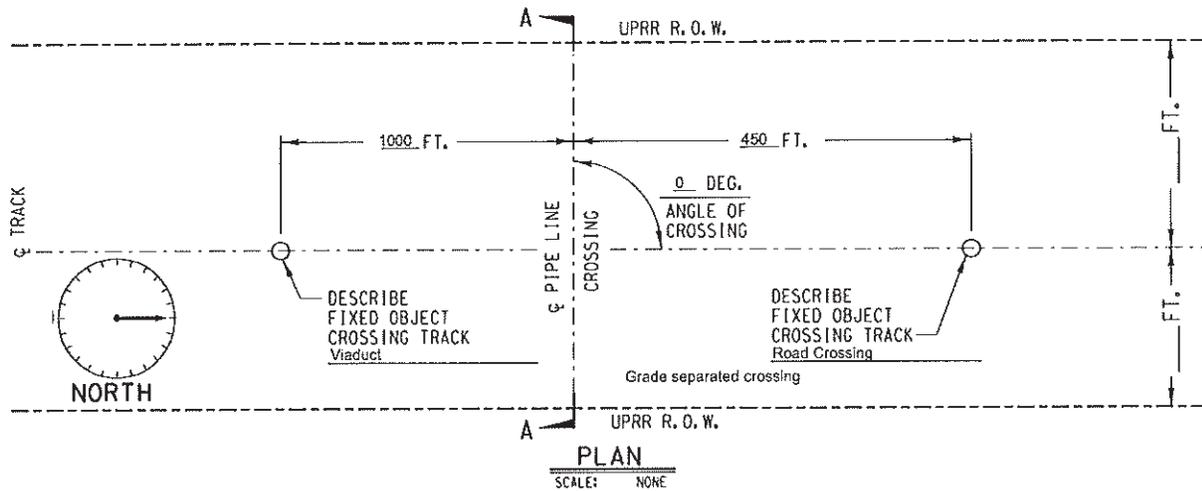
SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 02-02-2016

COB FILE: 2967-84

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 6, SECTION 5.1

A) METHOD OF INSTALLATION Open Trench
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT 450.0
 C) SIGNS PROVIDED? Signs will not be provided
 D) CARRIER MATERIAL Other. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED Potable Water.
 OPERATIONAL PRESSURE 150.0 PSI. MAOP 150.0 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.28. DIAMETER 12.0 IN.
 CATHODIC/COATING PROTECTION Yes
 E) CASING MATERIAL _____, IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: _____ FT.
 WALL THICKNESS _____ IN. DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION NA
 CASING PIPE IS _____ AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES _____ AND _____.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE:		
M.P.:	LAT.: 41.527966081455	
E.S.M.:	LONG.: -109.4726711511	
NEAREST CITY:	COUNTY:	STATE:
GREEN RIVER	Sweetwater	WY
APPLICANT: CITY OF GREEN RIVER		
FILE NO.:	0296784	DATE: 01/06/2016

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

BRADLEY J. COMPTON
MGR TRACK MNTCE
520 Dinwoody Way
Rock Springs, WY 82901
Cell Phone: 303 501-3221
Email: bjcompto@up.com

WILLIAM D. HAGOOD II
MGR SIGNAL MNTCE
400 W Water St
RAWLINS, WY 82301
Cell Phone: 307 321-2603
Email: wdhagood@up.com

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other

special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Railroad Company Property” as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Property” as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

K. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply. This does not apply to Section D above, which is still required as part of this Agreement.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

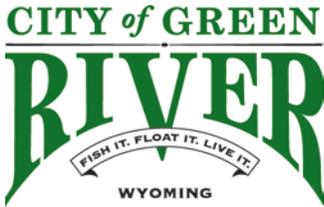
- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: August 5, 2016	Department: Public Works
Meeting Date: August 16, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Longitudinal & Crossing Pipeline Agreement with Union Pacific Railroad for the water main in 2nd South Street

Background/Alternatives:

A segment of West 2nd South Street crosses Union Pacific Railroad property through an easement granted in 1936. All municipal utilities that cross or run longitudinally through Union Pacific property are to be documented through an Agreement. The existing water main located in this portion of the street does not have an Agreement on record, so with the replacement of that main, we are looking to correct this omission.

Attachments:

Longitudinal & Crossing Pipeline Agreement (w/ Exhibits)

Fiscal Impact:

There is a one-time License Fee of \$9,100 for the right to install the new water main. The CP2016 Project has adequate budget authority for this expense.

Staff Impact:

Minimal

Legal Review:

Pending

Suggested Motion:

"I move to authorize the Mayor to sign the Longitudinal & Crossing Agreement with the Union Pacific Railroad (Folder No. 02967-84) for the purpose of installing a water main in West 2nd South Street, pending legal review."



June 27, 2016
Folder: 02967-84

MARK WESTENSKOW
CITY OF GREEN RIVER
50 EAST 2ND NORTH STREET
GREEN RIVER WY 82935

RE: Proposed Construction of One Underground 12 Inch Potable Water Pipeline Encroachment Between Mile Posts 817.29 and 817.37 on the Rawlins Subdivision, and Crossing at Mile Post 817.37 on the Evanston Subdivision, at or near Green River, Sweetwater County, Wyoming

Mr. Westenskow:

Attached is the original of the agreement covering your use of the Railroad Company's right of way. Please print two (2) originals, execute, and return to 1400 Douglas Street, Omaha, NE 68179-1690, Attn: Norma Reynolds.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity*.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

- Payment in the amount of **Nine Thousand One Hundred Dollars (\$9,100.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02967-84 noted on that document**. If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.
- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If you have any questions concerning this Agreement, please contact me at (402) 544-8553, or njreynolds@up.com.

Sincerely,

Norma Reynolds
Asst Manager - Real Estate

LONGITUDINAL & CROSSING PIPELINE AGREEMENT

Between Mile Posts 817.29 and 817.37 Rawlins Subdivision and at 817.37 Evanston Subdivision
Location: Green River, Sweetwater County, Wyoming

THIS AGREEMENT (“Agreement”) is made and entered into as of June 27, 2016, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF GREEN RIVER**, a Wyoming municipal corporation to be addressed at 50 East 2nd North Street, Green River, Wyoming 82935 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one underground 12 inch longitudinal and crossing pipeline
for transporting and conveying Potable Water only

(hereinafter the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated February 02, 2016 and marked **Exhibit “A”**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying Potable Water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline encroachment, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Nine Thousand One Hundred Dollars (\$9,100.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor, require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF GREEN RIVER

By: _____
Renay J. Robison
Director – Real Estate

By: _____
Name Printed: _____
Title: _____



PIPELINE NO CLOSER THAN
450' TO CENTERLINE OF TRACK

INSTALL ±675' OF 12" DUCTILE IRON
WATERLINE ON UPRR RIGHT OF WAY

PIPELINE LEAVES
UPRR R/W

LEGEND:

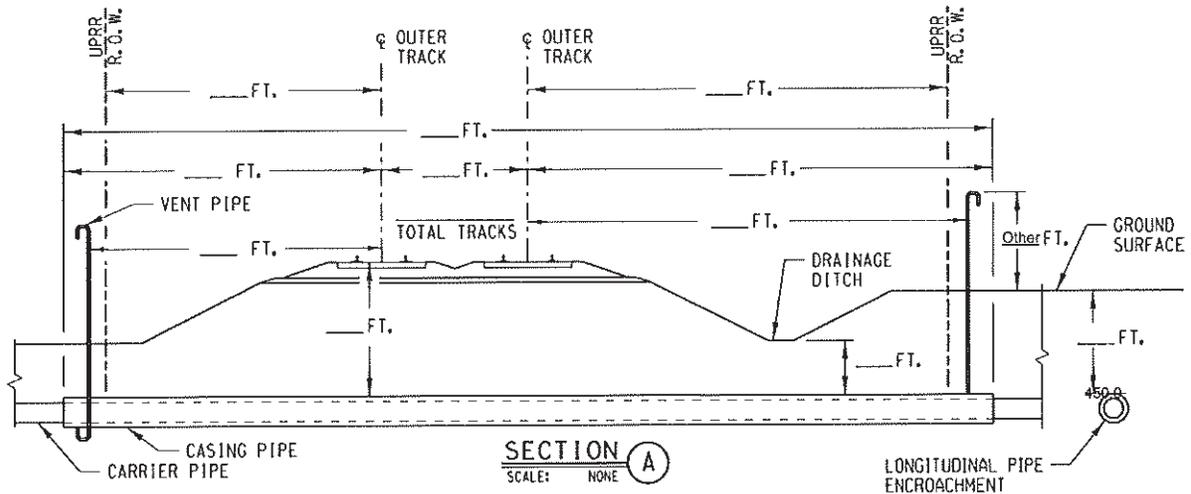
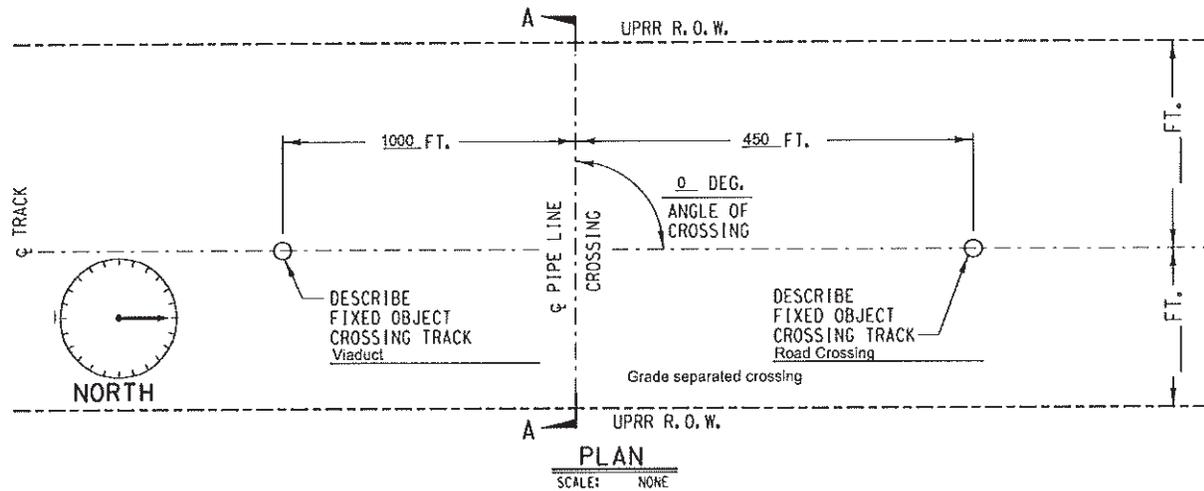
- PIPELINE ENCROACHMENT — — — — —
- EXISTING PIPELINE — — — — —
- UPRRCO. R/W OUTLINED — — — — —

CADD FILENAME	0296784.DGN
SCAN FILENAME	0296784-WY0229.TIF

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
GREEN RIVER, SWEETWATER COUNTY, WY
M.P. 817.29 - RAWLINS SUB. TO
M.P. 817.37 - EVANSTON SUB.
TO ACCOMPANY AGREEMENT WITH
CITY OF GREEN RIVER
UP V-4 / SL-34
SCALE: 1" = 200'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 02-02-2016
COB FILE: 2967-84

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 6, SECTION 5.1

- A) METHOD OF INSTALLATION Open Trench
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT 450.0
- C) SIGNS PROVIDED? Signs will not be provided
- D) CARRIER MATERIAL Other. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED Potable Water.
 OPERATIONAL PRESSURE 150.0 PSI. MAOP 150.0 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0.28. DIAMETER 12.0 IN.
 CATHODIC/COATING PROTECTION Yes
- E) CASING MATERIAL _____, IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: _____ FT.
 WALL THICKNESS _____ IN. DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION NA
 CASING PIPE IS _____ AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES _____ AND _____.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:		
TRACK TYPE:		
M.P.:	LAT.: 41.527966081455	
E.S.M.:	LONG.: -109.4726711511	
NEAREST CITY:	COUNTY:	STATE:
GREEN RIVER	Sweetwater	WY
APPLICANT: CITY OF GREEN RIVER		
FILE NO.:	0296784	DATE: 01/06/2016

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

BRADLEY J. COMPTON
MGR TRACK MNTCE
520 Dinwoody Way
Rock Springs, WY 82901
Cell Phone: 303 501-3221
Email: bjcompto@up.com

WILLIAM D. HAGOOD II
MGR SIGNAL MNTCE
400 W Water St
RAWLINS, WY 82301
Cell Phone: 307 321-2603
Email: wdhagood@up.com

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other

special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensee or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM**

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Contractual Liability Railroads” ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Railroad Company Property” as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: “Coverage For Certain Operations In Connection With Railroads” ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Union Pacific Property” as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee’s statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain “Railroad Protective Liability” insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of “JOB LOCATION” and “WORK” on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must “follow form” and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker’s compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad’s negligence whether sole or partial, active or passive, and shall not be limited by Licensee’s liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

K. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply. This does not apply to Section D above, which is still required as part of this Agreement.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

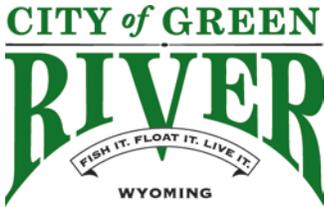
- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: August 3, 2016	Department: Public Works
Meeting Date: August 16, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow (Consent)

Subject:

Approval of a Street Light Agreement with Rocky Mountain Power for the Deer Trail Subdivision

Background/Alternatives:

Rocky Mountain Power installs and maintains street lights in many areas of the City. This Street Light Agreement is for the installation of new street lights in the Deer Trail Subdivision. The Agreement is between the City of Green River and Rocky Mountain Power, but the developer pays the fee for the installation of the street lights required for their development. In this case, the fee is \$7,539 for the installation of five street lights.

The Agreement covers the ongoing electrical service and maintenance for the lights. The City currently pays for the electrical service to public street lights, and these new lights will be added to the City's existing inventory. The Agreement also provides that Rocky Mountain Power will maintain the street lights.

Attachments:

Street Light Agreement, Street Light Location Exhibit

Fiscal Impact:

Neutral – The cost to install the street lights is reimbursed by the developer.

Staff Impact:

Minimal

Legal Review:

Standard Street Light Agreement

Suggested Motion:

"I move to authorize the Mayor to sign the Street Light Agreement with Rocky Mountain Power for the installation of street lights for the Deer Trail Subdivision."

July 21, 2016

City of Green River
C/o Randy Koloff
50 E 2nd North St
Green River, WY 82935

Hello Randy,

Enclosed for your review and handling are two copies of the Street Light Agreement, construction map and invoice for the 5-100W HPS street lights to be installed for the Deer Trail Subdivision off Upland Way (Buck Drive) and Fall View Circle in Green River Wyoming.

Secondary conduit will need to be installed to serve the light poles as shown on the construction map. Please have the contractor contact me at 352.5207 to verify the conduit installation.

Please sign the Street Light Agreement and return it with the required advance at your earliest convenience to Rocky Mountain Power 415 N. Street in Rock Springs, Wyoming.

Sincerely,



Kyle Graham
Estimator
Rocky Mountain Power
Rock Springs Wyoming District



Rock Springs District
415 N St.
Rock Springs, WY 82901

PRO FROMA INVOICE

Name: City of Green River
C/O: Randy Koloff
Address: 50 East 2nd North St.
City: Green River State WY ZIP 82935

Date: 4/25/2012
Request #: 006210448
WO #: 06210448
Employee: K. Graham

Qty	Description	Unit Price	TOTAL
1	To install five 100W HPS street light assemblies for the Deer Trail residential subdivision located off Upland way on Buck Drive and Fall View Circle in Green River Wyoming. Three of the lights will be installed on new 35' Wood poles and two lights will be installed on the new primary poles that will serve the subdivision.	\$ 7,539.00	\$ 7,539.00
TOTAL			\$ 7,539.00

TOTAL \$ 7,539.00

Office Use Only

INVOICE COST ARE VALID FOR ONLY 90 DAYS FROM INVOICE DATE! PLEASE REMIT PAYMENT TO ADDRESS AT TOP OF INVOICE

W.O. # 06210448
Site # 833210623 014

**STREET LIGHTING AGREEMENT
Company Owned System**

THIS STREET LIGHTING AGREEMENT ("this Agreement") MADE BY AND BETWEEN City of Green River, Wyoming ("Customer") in Sweetwater County, State of Wyoming and Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), wherein Customer agrees to pay for street lighting service and Company agrees to install, maintain and operate street lighting facilities at those locations listed and described herein under the terms and conditions of rate schedule 11 or any effective superseding rate schedule filed with the Wyoming Public Service Commission. This Agreement shall be subject to the Company's electric service regulations, copies of which are available at the Company's offices and on the PacifiCorp web page.

Said service shall be furnished as soon as practicable after the date hereof, by Company-owned streetlights specified as follows:

- Listed Below.
- Listed on Exhibit "A", attached hereto and by this reference made a part hereof.

Location	Pole #	Light Type	Watts
1. SW corner lot 4 Buck Drive/Upland Way	345910	HPS	100
2. NW corner lot 2 Buck Drive	346911	HPS	100
3. SW corner of lot 9 Buck Drive	346910	HPS	100
4. NW corner of lot 14 Fall View Cr.	347900	HPS	100
5. SW corner of lot 16 Fall View CR.	347901	HPS	100
6.			
7.			

Company will furnish street lighting service, as shown on the attached sketch, at the Company's regularly filed rate, provided the Customer provides and installs trenching, conduit, back fill, bedding material, site restoration and rights-of-way acceptable to the Company. All requirements shall meet the Company's specifications, and includes all work, including trench and conduit, on and off the Customer's property, beginning at the Company's existing facilities. In addition to these requirements, the Company will install standard metal poles provided the Customer supplies an installs any necessary concrete bases per Company specifications. Company's responsibilities and obligations hereunder with respect to the operation and maintenance of the street lighting service shall be limited to those set forth in the applicable rate schedule of the Company's Wyoming Tariff. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. Company may at any time assign its rights and delegate its obligations under this Agreement to any; affiliate; successor in interest; corporation; or any other business entity in conjunction with a merger, consolidation or other business reorganization to which Company is a party.

The total non-refundable advance is \$7,539.00.

Special Provisions: Developer to install all conduit as shown on attached construction map

City of Green River, Wyoming

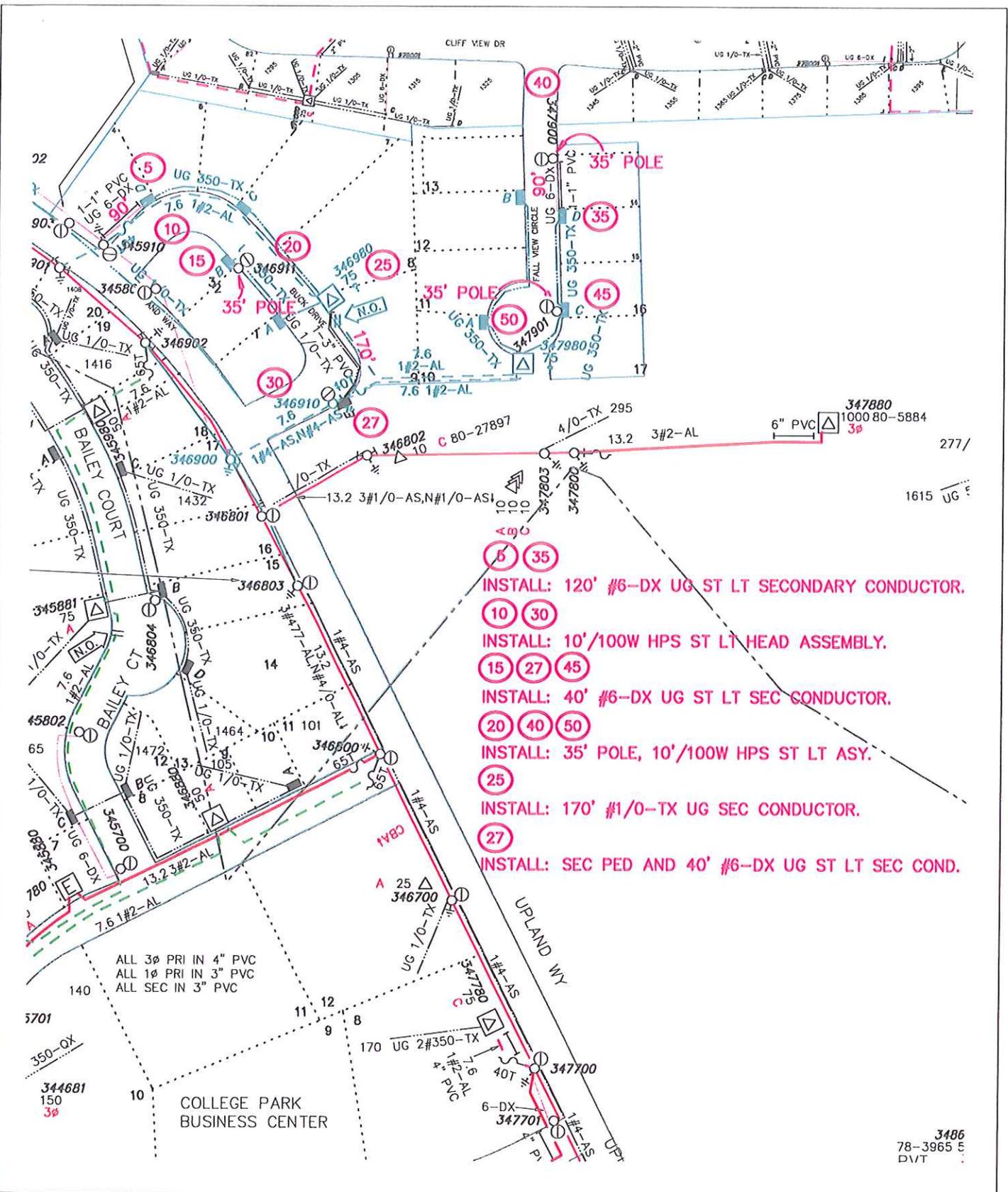
Rocky Mountain Power

Signature

Signature

Date

Date



- (5) (35)
INSTALL: 120' #6-DX UG ST LT SECONDARY CONDUCTOR.
- (10) (30)
INSTALL: 10'/100W HPS ST LT HEAD ASSEMBLY.
- (15) (27) (45)
INSTALL: 40' #6-DX UG ST LT SEC CONDUCTOR.
- (20) (40) (50)
INSTALL: 35' POLE, 10'/100W HPS ST LT ASY.
- (25)
INSTALL: 170' #1/0-TX UG SEC CONDUCTOR.
- (27)
INSTALL: SEC PED AND 40' #6-DX UG ST LT SEC COND.

ALL 3Ø PRI IN 4" PVC
ALL 1Ø PRI IN 3" PVC
ALL SEC IN 3" PVC

3486
78-3965 E
DVT

Foreman		Emp #	Job Start Date
CC#	WO# / REQ#	Map String	Job Comp Date
11301	006210448	05218107.0	
CUSTOMER : City of Green River ADDRESS : About 295 Upland Way Green River, WY		Circuit 5H328	Post Jobs <input type="checkbox"/> RQII <input type="checkbox"/> Posted <input type="checkbox"/>




1 OF 1

EST ID# 05995	Print Date 07/21/16	Scale 1=200'
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City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 08/11/16	Department: Finance
Meeting Date: 08/16/16	Department Head: Chris Meats
	Presenter: Consent

Subject:

The Wild Horse Saloon dba, The Hitching Post Saloon has requested a Catering Permit for the Down and Injured Riders Trust Benefit.

Background/Alternatives:

The Wild Horse Saloon dba The Hitching Post Saloon has requested a Catering Permit for the Down and Injured Riders Trust Benefit on Saturday, September 3, 2016, from 4 pm to midnight, in the parking lot in front of Flaming Gorge Harley Davidson dealership.

Attachments:

Letter of Request

Fiscal Impact:

n/a

Staff Impact:

n/a

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 Saloon for the Down and Injured Riders Trust Benefit on Saturday, September 3, 2016, from 4 pm to midnight, at the parking lot in front of the Flaming Gorge Harley Davidson dealership.

The Hitching Post Restaurant and Saloon

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

August 11, 2016

Green River City Council
RE: Catering Permit

Dear Honorable Mayor Rust and Members of the Council:

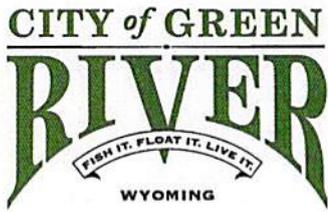
We are requesting a catering permit to serve beer and alcohol at the Harley Davidson store/parking lot on September 3rd, 2016 from 4:00 PM to 12:00 AM- midnight.

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
City Council Meeting
Agenda Documentation

Preparation Date: 08/11/16	Department: Finance
Meeting Date: 08/16/16	Department Head: Chris Meats
	Presenter: Consent

Subject:

Authorize the Issuance of an Open Container Permit to Flaming Gorge Harley Davidson for the Down and Injured Riders Trust Benefit (DIRT)

Background/Alternatives:

Flaming Gorge Harley Davidson has requested an open container permit for the Down and Injured Riders Trust Benefit & Poker Run on Sunday, September 4th, 2016, from 10:30 am to 7:00 pm, in the parking lot in front of the dealership.

Attachments:

Letter of request

Fiscal Impact:

n/a

Staff Impact:

Minimal

Legal Review:

n/a

Suggested Motion:

I move to approve the issuance of an open container permit to Flaming Gorge Harley Davidson for the Down and Injured Riders Trust Benefit on Sunday, September 4, 2016, from 10:30 am to 7 pm, in the parking lot in front of the dealership.

August 9, 2016

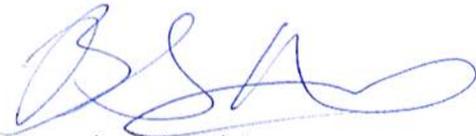
TO: Mayor Pete Rust and Governing Body

Flaming Gorge Harley-Davidson will be hosting our "DIRT" (Down and Injured Riders Trust Benefit) on Saturday and Sunday, September 3rd & 4th. We will be hosting refreshments for our customers and the public that include food and beverages on Sunday September 4th after our poker run. The open Container Permit is needed from 10:30 AM to 7 PM. We will be serving beer and possibly wine coolers from 11 AM to 6:30 PM on that day.

We are requesting an open container permit for that day from 10:30 am to 7 pm for our parking lot in front of the dealership.

We will have someone serving the beer, so we will make sure everyone is legal age and that we don't over serve anyone. We will also use barricade tape to clearly mark where alcohol is permitted.

Thank you for your consideration



Brandon Hutchinson

Parts Manager

440 Uinta Dr.

Green River, Wy 82935

(307) 875-5896

City of Green River, City Council Proceedings for August 1, 2016, 7 pm, Council Chambers, Mayor Pete Rust called the meeting to order. The following Council Members were present: Gary Killpack, Brett Stokes, Mark Peterson, Ted Barney and Allan Wilson. The following were present representing the City: City Administrator Reed Clevenger, Director of Human Resources Cari Kragovich, Accounting Supervisor Mary Seppie, Director of Public Works Mark Westenskow, Director of Community Development Laura Profazier, Police Chief Chris Steffen, Interim Fire Chief Mike Liberty, Recreation Supervisor Katie Blood, and City Attorney Galen West. Council Member Stokes moved to approve the agenda. Council Member Wilson seconded, motion carried. **Presentations:** Green River Chamber of Commerce Update.

Ordinances: (16-02) An Ordinance Amending Chapter 7, Building and Building Regulations. Council Member Peterson moved to approve on third and final reading an ordinance adopting, with amendments, the 2015 editions of the International Building Code, Residential Code, Existing Building Code, Plumbing Code, Mechanical Code, Property Maintenance Code, Fuel Gas Code and Fire Code, and the 2014 National Electrical Code. Council Member Stokes seconded, motion carried. **Resolutions:** (R16-28) Approval for Fiscal Year 2017 Carryover. Council Member Barney moved to approve the resolution as attached for the fiscal year 2017 carryover in the amount of \$8,007,596. Council Member Stokes seconded, motion carried. **(Amendment to R16-26)** Amendment to Resolution R16-26 for the Submission of a Loan Application to the State Revolving Fund. Council Member Wilson moved to amend Resolution R16-26 to reflect the total loan amount of \$2.4 million for the design phase of the Wastewater Treatment Plant Facility Project as indicated in the updated Clean Water State Revolving Fund Loan application. Council Member Killpack seconded, motion carried. **Council Action Items:**

(1) Approval of the Airport Subsidy Agreement: Council Member Stokes moved to approve the Airport Subsidy Agreement with Sweetwater County and the City of Rock Springs for Green River's share, in the amount of \$130,439. Council Member Wilson seconded, motion carried. (2) Bid Award and enter into a Contract for Removal of Metals from the Landfill with Pacific Steel & Recycling: Council Member Killpack moved to award a Bid and enter into a Contract Agreement for the removal of metals at the landfill with Pacific Steel & Recycling of Rock Springs, Wyoming. Council Member Barney seconded, motion carried. **Consent Agenda:** Council Member Wilson moved to approve the following: (1) Updated Expedition Island Pavilion Rental & Key Checklist; (2) Advertising Agreement with Wyoming Public Media in the amount of \$505 for Art on the Green advertising; (3) Amendment of the dates from July 1, 2016 through June 30, 2017 to August 1, 2016 through July 31, 2017 to the Trade Agreement between WyoRadio and the Green River Recreation Center; (4) Authorize the Mayor to sign the Street Light Agreement with Rocky Mountain Power for the installation of street lights for the Lynn Subdivision; (5) Landfill Removal Request by Debi Casto for used tires; (6) Approval of the Community Service Agreements for Fiscal Year 2017 for the Flaming Gorge Days, Inc., Food Bank of Sweetwater County, Golden Hour Senior Center, Green River Chamber of Commerce, Life RU Ready, STAR Transit, Sweetwater Family Resource Center, Treatment Court Foundation, Youth Home, Inc., and the Sweetwater County Family Justice Center for a total amount of \$198,500; (7) Issuance of a Catering Permit to the Fish Bowl, LLC., dba The Fish Bowl Bowling Center to cater alcoholic beverages at the Art on the Green Banquet, from 4 pm to midnight, at the Island Pavilion; (8) Issuance of an Open Container Permit to Tronox for a department picnic on August 6, 2016, from 11 am to 7 pm, at Edgewater Park; (9) Issuance of Open Container Permits to The Embassy LLC., The Ponderosa Bar and the Brewery for a Poker Run for the Disabled Veterans on August 13, 2016, from 9 am to midnight, within the barricaded

area from the Embassy property line and the Ponderosa property to the end of the street at the corner of E Railroad and N Center Street; (10) Approval of Minutes for: July 19, 2016; Approval of Payment of Bills: Prepaid \$143,963.15; Outstanding Invoices \$198,583.55; Payroll Expenditures \$333,310.76; Preauthorized Payments \$1,065,000.00. Council Member Stokes seconded, motion carried. **Adjournment:** Council Member Barney moved to adjourn at 7:20 pm. Council Member Wilson seconded, motion carried.

Pete Rust, Mayor

ATTEST:

Chris Meats, City Clerk



Prepaid Invoices Presented for 8-16-2016 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	Payment Date	Source	Payment Amount
AFLAC	AFLAC AT - AFLAC After Tax*	08/08/2016	AP	1,339.16
AFLAC Total				1,339.16
APOSTOLOPE III, JOHN & AMANDA MARBLE		08/08/2016	Utility Refund	75.03
APOSTOLOPE III, JOHN & AMANDA MARBLE Total				75.03
BLUE CROSS BLUE SHIELD OF WYOMING	DEP CARE - Dependent Care*	08/08/2016	AP	1,630.84
BLUE CROSS BLUE SHIELD OF WYOMING Total				1,630.84
BROWN, THERESA		08/08/2016	Utility Refund	25.47
BROWN, THERESA Total				25.47
CHILD SUPPORT SERVICES	CHILD SUP-UT - Child Support - Utah	08/08/2016	AP	464.00
CHILD SUPPORT SERVICES Total				464.00
COLONIAL LIFE & ACCIDENT	COLONIAL PT - Colonial Insurance Pre-tax*	08/08/2016	AP	51.12
COLONIAL LIFE & ACCIDENT Total				51.12
CONTINENTAL AMERICAN INSURANCE	CAIC AT - Continental Amer Ins After Tax*	08/08/2016	AP	849.34
CONTINENTAL AMERICAN INSURANCE Total				849.34
DUNHAM, JEFF & TOBI		08/08/2016	Utility Refund	81.76
DUNHAM, JEFF & TOBI Total				81.76
FAUNTLEROY, MONROE		08/08/2016	Utility Refund	113.34
FAUNTLEROY, MONROE Total				113.34
GREAT-WEST TRUST COMPANY LLC	WYO DEF - Wyoming Deferred Comp	08/08/2016	AP	2,336.66
GREAT-WEST TRUST COMPANY LLC Total				2,336.66
ICMA RETIREMENT TRUST- #301264	ICMA - ICMA Deferred Comp*	08/08/2016	AP	2,694.40
ICMA RETIREMENT TRUST- #301264 Total				2,694.40
IRS	FED TAX - Federal Income Tax*	08/08/2016	AP	82,628.73
IRS Total				82,628.73
KOBE, CRYSTAL & ANTHONY		08/08/2016	Utility Refund	61.72
KOBE, CRYSTAL & ANTHONY Total				61.72
NCPERS GROUP LIFE INSURANCE	PRUD - Prudential Life Insurance*	08/08/2016	AP	912.00
NCPERS GROUP LIFE INSURANCE Total				912.00
NEUMANN, KORY		08/08/2016	Utility Refund	113.73
NEUMANN, KORY Total				113.73
New York Life Insurance Company	NYL-WHOLE LIFE - New York Life - Whole Life*	08/08/2016	AP	808.72
New York Life Insurance Company Total				808.72
RELIANCE STANDARD LIFE INSURANCE	RELIANCE - Reliance Life Insurance	08/08/2016	AP	137.75
RELIANCE STANDARD LIFE INSURANCE Total				137.75
SEEKINS, SERENA		08/09/2016	Utility Refund	152.20
SEEKINS, SERENA Total				152.20
SWANSON, MELODY		08/08/2016	Utility Refund	43.69
SWANSON, MELODY Total				43.69
UNITED WAY OF SWEETWATER COUNTY	UNITED WAY - United Way*	08/08/2016	AP	2,435.38
UNITED WAY OF SWEETWATER COUNTY Total				2,435.38

VAN WAGONER, JUSTIN & SARAH		08/08/2016	Utility Refund	94.84
VAN WAGONER, JUSTIN & SARAH Total				94.84
WEBT - WYOMING EDUCATORS' BENEFIT TRUST	LTD INS - Long Term Disability City-Paid*	08/08/2016	AP	2,508.76
WEBT - WYOMING EDUCATORS' BENEFIT TRUST Total				2,508.76
WYANT, LAUREN		08/08/2016	Utility Refund	62.46
WYANT, LAUREN Total				62.46
WYOMING CHILD SUPPORT ENFORCEMENT	CHILD SUP - Child Support	08/08/2016	AP	250.00
WYOMING CHILD SUPPORT ENFORCEMENT Total				250.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES	ACCOUNT 981265 00 7	08/08/2016	AP	4,499.39
WYOMING DEPARTMENT OF WORKFORCE SERVICES Total				4,499.39
WYOMING RETIREMENT SYSTEM	Volunteer Firefighters Pension	08/08/2016	AP	660.00
	WYO RET EM - Wyoming Retirement - Employer*	08/08/2016	AP	90,231.17
WYOMING RETIREMENT SYSTEM Total				90,891.17
Grand Total				195,261.66



Outstanding Invoices Presented for 8-16-2016 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
3M COMPANY	SS19440	Deliniation Panels	07/13/2016	554.41
3M COMPANY Total				554.41
ADAPCO, INC	107217	Mosquito Larvae Dipper	07/25/2016	45.00
	107307	Sand Granules, Flowable	07/28/2016	557.00
ADAPCO, INC Total				602.00
AIRGAS USA, LLC	9053801055	SHOOTING RANGE VACUUM	07/27/2016	895.00
AIRGAS USA, LLC Total				895.00
ALPINE PURE BOTTLED WATER	95514	WATER	08/01/2016	18.00
	95515	WATER	08/01/2016	12.00
	95516	WATER	08/01/2016	12.00
	95517	Bottled water	08/01/2016	30.00
	95518	WATER	08/01/2016	42.00
	95519	Bottled water	08/01/2016	6.00
	95520	Bottled water	08/01/2016	66.00
ALPINE PURE BOTTLED WATER Total				186.00
ALSCO	LOGD1141667	Mats for PD	07/27/2016	38.12
	LOGD1141688	Shop Towels and Mats	07/27/2016	89.21
	LOGD1141691	Mats for Animal Control	07/27/2016	28.41
ALSCO Total				155.74
ANIMAL CLINIC OF GREEN RIVER	072716KIZZIRE	SPAY/NEUTER CERTIFICATE	07/27/2016	50.00
ANIMAL CLINIC OF GREEN RIVER Total				50.00
ATCO INTERNATIONAL	I0464591	Truck Cleaning Supplies	07/13/2016	477.95
	I0465136	supplies	07/20/2016	351.90
ATCO INTERNATIONAL Total				829.85
AUTO BODY PAINT & SUPPLY	040JU8853	PAPER TOWELS	07/19/2016	197.06
AUTO BODY PAINT & SUPPLY Total				197.06
B & M HYDRAULIC SERVICE	0006	HYDRAULIC CYLINDER	07/21/2016	290.00
	0007	HYDRAULIC CYLINDER	07/21/2016	180.00
B & M HYDRAULIC SERVICE Total				470.00
BLUE CROSS BLUE SHIELD OF WYOMING	312049 07182016	GROUP 312049 AUGUST 2016	07/18/2016	131,061.43
	312303 07182016	GROUP 312303 AUGUST 2016	07/18/2016	2,300.69
	312304 07182016	GROUP 312304 AUGUST 2016	07/18/2016	15,115.88
	312312 07182016	GROUP 312312 AUGUST 2016	07/18/2016	8,520.92
	JULY 2016	ADMIN FEE	07/27/2016	135.00
BLUE CROSS BLUE SHIELD OF WYOMING Total				157,133.92
BODE, KARL	082216	MEALS/BACKGROUND INVESTIGATING-LASVEGAS	07/25/2016	181.00
BODE, KARL Total				181.00
CALIFORNIA CONTRACTORS SUPPLIES INC	TT33849	Saw Blades	07/13/2016	239.40
CALIFORNIA CONTRACTORS SUPPLIES INC Total				239.40
CASTLE ROCK HOSPITAL DISTRICT	07202016STMT	PRE-EMPLOYMENT & RTW EXAMS	07/20/2016	614.95
	07212016-STMT	WILKINS / WYANT RABIES TITER	07/21/2016	177.30
	236522	FF Physical for Korey Thompson	07/20/2016	32.30
CASTLE ROCK HOSPITAL DISTRICT Total				824.55
CENTURYLINK	936M071316	PHONE SERVICE	07/13/2016	1,944.84

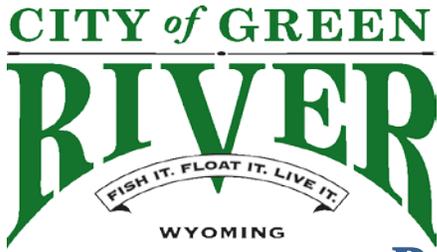
CENTURYLINK Total				1,944.84
CISCAR, MARLYS KAY	080916	Banquet Entertainment for Art on the Green	08/09/2016	250.00
CISCAR, MARLYS KAY Total				250.00
CLARK WIRELESS, INC	14039	TECHNICAL SERVICE	07/22/2016	105.00
CLARK WIRELESS, INC Total				105.00
DEBERNARDI CONSTRUCTION COMPANY	5-1416	Pay Application #4	08/01/2016	519,902.46
DEBERNARDI CONSTRUCTION COMPANY Total				519,902.46
EAGLE OF CODY PRINTING & FORM	72816	Expedition Island Pavilion Checklists 2 part	07/28/2016	78.00
EAGLE OF CODY PRINTING & FORM Total				78.00
EAGLE UNIFORM & SUPPLY CO	83962	Mops for PD	07/22/2016	25.00
EAGLE UNIFORM & SUPPLY CO Total				25.00
EZ LINER INDUSTRIES	060390	SENSOR	07/21/2016	308.45
EZ LINER INDUSTRIES Total				308.45
F.B. MCFADDEN WHOLESALE COMPANY	320666	CREAMER	07/18/2016	39.75
	321115	SNACKS FOR RESALE	07/26/2016	78.50
	321281	CREAMER	07/28/2016	3.75
	321444	Snacks for Resale, Supplies	08/02/2016	222.50
F.B. MCFADDEN WHOLESALE COMPANY Total				344.50
FIRST CHOICE FORD	072916	20 S&J Ford O 324693,324698	07/27/2016	133.46
	324693	SOLENOID	07/25/2016	112.50
	324698	SEAL	07/25/2016	20.96
FIRST CHOICE FORD Total				266.92
FORCE AMERICA INC	CM001-0001875	SWITCH	04/08/2016	(27.72)
FORCE AMERICA INC Total				(27.72)
FREMONT MOTOR ROCK SPRINGS	174166	Parts and Labor	07/12/2016	124.72
FREMONT MOTOR ROCK SPRINGS Total				124.72
GOVERNMENT FINANCE OFFICERS ASSOCIATION	76561001	MEMBERSHIP FEES	07/25/2016	190.00
GOVERNMENT FINANCE OFFICERS ASSOCIATION Total				190.00
GRAINGER	9115922750	supplies	07/24/2016	49.21
GRAINGER Total				49.21
GREEN RIVER ACE HARDWARE	110198/2	Bushing	08/03/2016	3.58
	110203/2	Pine Cleaner, Snaps for Signs	08/03/2016	17.95
	111513/2	Toothpicks, Knife, Cutting Board	07/06/2016	10.26
	111641/2	Cable Ties	07/11/2016	49.95
	111727/2	Cibed Ice	07/13/2016	3.98
	111956/2	Hoseclamp, Couple Insert	07/21/2016	31.92
	112050/2	FASTENERS	07/25/2016	14.08
	112061/2	Kerosene	07/25/2016	24.99
	112090/2	suplies	07/26/2016	20.96
	112111/2	supplies	07/26/2016	24.96
	112124/2	Spray Paint	07/26/2016	9.98
	112128/2	Knives and Batteries	07/27/2016	56.96
	112130/2	Padlock	07/27/2016	12.99
	112136/2	Padlock	07/27/2016	9.99
	112139/2	ELECTRICAL SUPPLIES	07/27/2016	18.84
	112142/2	Painter Choice CVR 3/8" 3 pk	07/27/2016	27.96
	112147/2	Screws	07/27/2016	39.99
	112150/2	QC Adapter, Clamp Hose, Nipple	07/27/2016	17.44
	112158/2	Electrical plug connector	07/27/2016	21.77
	112160/2	Cabletie Bead	07/27/2016	6.99
	112167/2	Screws	07/28/2016	25.98
	112175/2	FASTENERS	07/28/2016	12.99
	112193/2	BATTERIES	07/29/2016	9.99
	112216/2	Glue Epoxy	07/30/2016	7.99
	112218/2	RYL Ext LTX Paint, Roller for Shooting Range Benches	07/30/2016	69.97
	112240/2	Sandpaper, Stain, Paint Brush	08/01/2016	104.45
	112243/2	Plug Insert, Clamp	08/03/2016	3.28
	112244/2	Clamp, Plug	08/01/2016	3.28
	112247/2	Marking Paint and Hanging Strips	08/03/2016	61.92
	112291/2	Spider & Scorpion Killer, Ant Spray	08/02/2016	23.97
	112294/2	ELBOW	08/02/2016	4.98
GREEN RIVER ACE HARDWARE Total				754.34
GREEN RIVER TIRE LLC	3464	ALIGNMENT	08/04/2016	81.59
GREEN RIVER TIRE LLC Total				81.59
HARRIS, MARY	103a	June 6 - July 6 flower watering, planting and seed pl	07/06/2016	1,000.00
HARRIS, MARY Total				1,000.00
HIGH SECURITY LOCK AND ALARM	52037	Lever Lock	07/27/2016	90.00
	52061	Keys, Single side duplicates	08/01/2016	24.00

HIGH SECURITY LOCK AND ALARM Total					114.00
HILL'S PET NUTRITION SALES INC	226007469	pet food	07/20/2016	75.21	
HILL'S PET NUTRITION SALES INC Total					75.21
HOSE & RUBBER SUPPLY INC	C87555-001a	Credit on returned purchase	07/26/2016	(88.03)	
	C87872-001	MEGACRIMP	07/11/2016	58.01	
HOSE & RUBBER SUPPLY INC Total					(30.02)
HUB INTERNATIONAL MOUNTAIN STATES LIMITED	3405279	Renewel of group Insurance policy VFIS	07/20/2016	2,563.00	
HUB INTERNATIONAL MOUNTAIN STATES LIMITED Total					2,563.00
INBERG-MILLER ENGINEERS - IME	15751GE43	Construction Documents for GR Transfer Station	07/25/2016	7,331.23	
	17785GM.302	Constuction Materials Testing Services through June	07/26/2016	387.45	
	17785GM.403	Construction Materials Testing Services through June	07/26/2016	4,497.91	
	17785GM.503	Construction Materials Testing Services through June	07/27/2016	429.48	
INBERG-MILLER ENGINEERS - IME Total					12,646.07
INTERACTIVE MAPPING & PRODUCTIONS - IMAP	889	website hosting for one year	07/06/2016	255.00	
INTERACTIVE MAPPING & PRODUCTIONS - IMAP Total					255.00
JME FIRE PROTECTION	5923	Annual Extinguisher Inspections	07/18/2016	776.00	
	5924	Annual Extinguisher Inspections	07/18/2016	557.90	
	5925	Annual Extinguisher Inspections	07/19/2016	100.45	
	5926	Annual Extinguisher Inspections	07/18/2016	354.30	
	5927	Annual Extinguisher Inspections	07/18/2016	494.10	
	5928	Annual Extinguisher Inspections	07/18/2016	378.95	
	5930	Annual Extinguisher Inspections	07/20/2016	50.90	
	5931	Annual Extinguisher Inspections	07/20/2016	102.50	
	5932	Annual Extinguisher Inspections	07/18/2016	318.30	
	5933	Annual Extinguisher Inspections	07/20/2016	74.95	
	5934	Annual Extinguisher Inspections	07/20/2016	74.10	
	5935	Annual Extinguisher Inspections	07/20/2016	88.15	
	5936	Annual Extinguisher Inspections	07/20/2016	763.90	
JME FIRE PROTECTION Total					4,134.50
JOINT POWERS WATER BOARD	1101	JULY 2016 WATER DISTRIBUTION	08/02/2016	219,599.87	
JOINT POWERS WATER BOARD Total					219,599.87
JONES JR, DAVID	080216	Judge for Art on the Green	08/02/2016	250.00	
JONES JR, DAVID Total					250.00
KEHOE, NITA	080216	Judge for Art on the Green	08/02/2016	250.00	
KEHOE, NITA Total					250.00
KIMBALL MIDWEST	4972637	SHOP SUPPIES SMALL	06/20/2016	(165.10)	
KIMBALL MIDWEST Total					(165.10)
KRKK KQSW KMRZ KSIT WYORADIO	16060293	Date Night Advertisement	06/17/2016	102.00	
	16060294	Date Night Advertisement	06/17/2016	102.00	
KRKK KQSW KMRZ KSIT WYORADIO Total					204.00
LEGACY EQUIPMENT COMPANY	75444	CLAMP	07/21/2016	148.73	
LEGACY EQUIPMENT COMPANY Total					148.73
LEWIS AND LEWIS	287377	Asphalt Mix	07/07/2016	709.80	
	289400	Asphalt Mix	07/11/2016	348.99	
	289403	Asphalt Mix	07/13/2016	338.00	
	289746	Asphalt Mix	07/18/2016	364.20	
	3100020-3	Payment Application #3	08/02/2016	101,825.10	
LEWIS AND LEWIS Total					103,586.09
LONG BUILDING TECHNOLOGIES INC	SCPAY0035025	1st Quarter Billing July, August and Sept. 2016	07/26/2016	1,883.00	
LONG BUILDING TECHNOLOGIES INC Total					1,883.00
MORCON SPECIALTY INC	106175	Hose	07/12/2016	129.40	
	106222	Hose	07/18/2016	54.14	
MORCON SPECIALTY INC Total					183.54
NAPA AUTO PARTS UNLIMITED	252673	Clean-R-Carb	08/14/2016	20.36	
	252686	TIE ROD	07/14/2016	365.75	
	252734	BATTEERY CABLES	08/14/2016	35.35	
	253046	BATTEERY CABLES	07/18/2016	13.99	
	253165	WIPER BLADES	07/20/2016	82.99	
	253250	V-BELT	07/21/2016	43.99	
	253254	TIE ROD	08/21/2016	646.35	
	253286	ARM ASSY	07/21/2016	90.74	
	253338	FILTERS	07/22/2016	168.84	
	253354	RING	07/22/2016	3.96	
	253364	CENTER LINK	08/22/2016	(200.99)	
	253535	PITMAN ARM PULLER	07/18/2016	107.88	
	253616	FILTERS	07/25/2016	14.70	
	253627	SPARK PLUGS	07/25/2016	6.78	
	253648	Battery Cleaner	07/25/2016	3.49	

	253654	D Earth	07/25/2016	238.00
	253707	AIR FILTERS	07/26/2016	24.85
	253735	OIL FILTER	07/26/2016	33.24
	253785	FILTERS	07/27/2016	35.60
	253812	Grease Seal	07/27/2016	6.32
	253825	FUEL/OIL/AIR FILTERS	07/27/2016	24.64
	253833	BELT	07/27/2016	84.29
	253904	WD40	07/28/2016	6.30
NAPA AUTO PARTS UNLIMITED Total				1,857.42
NELDON'S CUSTOM TRIM & UPHOLSTERY	080216	3 Seat Cushions Recovered, 1 New Cushion Made	08/02/2016	520.00
NELDON'S CUSTOM TRIM & UPHOLSTERY Total				520.00
NEVE'S UNIFORMS	LN-338347	Keystone Cap	07/26/2016	184.89
NEVE'S UNIFORMS Total				184.89
NEWGEN STRATEGIES AND SOLUTIONS, LLC	4537	UTILITY RATE STUDY	07/18/2016	5,265.00
NEWGEN STRATEGIES AND SOLUTIONS, LLC Total				5,265.00
NUTECH SPECIALTIES INC	149283	Hydrochloric Acid	07/26/2016	579.40
NUTECH SPECIALTIES INC Total				579.40
OFFICE DEPOT INC	853455922001	Office Supplies	07/28/2016	12.99
	853456041001	Office Supplies	07/27/2016	40.26
	853580723001	Office Supplies	07/28/2016	193.66
	853581125001	Office Supplies	07/28/2016	27.29
OFFICE DEPOT INC Total				274.20
ONE-CALL WYOMING	42175	Tickets for July	08/02/2016	88.50
ONE-CALL WYOMING Total				88.50
O'REILLY AUTO PARTS	4981-125922	BATTERY	07/20/2016	74.20
	4981-126648	FLEET MAINTENANCE SUPPLIES	07/26/2016	16.99
	4981-127064	MOTOR OIL	07/29/2016	30.78
O'REILLY AUTO PARTS Total				121.97
PACIFIC STEEL RECYCLING	4151501	16 ga 48 x 96 H R Sheet	07/26/2016	52.50
PACIFIC STEEL RECYCLING Total				52.50
PACIFICORP	CR161279	CONTACT RENTAL	07/25/2016	218.75
PACIFICORP Total				218.75
PETERBILT OF WYOMING	RP146757	AIR DRYER	07/11/2016	339.49
	RP146889	ELEMENT	07/14/2016	59.26
	RP147120	FILTERS	07/22/2016	100.52
PETERBILT OF WYOMING Total				499.27
PLAINS TIRE COMPANY - ZUMBRENNEN'S	62471	ALIGNMENT	07/22/2016	64.79
PLAINS TIRE COMPANY - ZUMBRENNEN'S Total				64.79
PLAN ONE/ARCHITECTS	11-A	SHOOTING RANGE	07/15/2016	561.49
PLAN ONE/ARCHITECTS Total				561.49
PMS SCREEN PRINTING	1076	Shirts for FGD Parade Volunteers	06/16/2016	90.00
	1176	Shirts for Volunteers and to sell at Art on the Green	08/01/2016	464.00
PMS SCREEN PRINTING Total				554.00
PREFERRED BATTERIES	2509	Pager Batteries	07/15/2016	250.75
PREFERRED BATTERIES Total				250.75
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	1880080416	MONTHLY GAS SERVICE	08/04/2016	2,531.98
QUESTAR GAS Total				2,531.98
QUILL CORPORATION	7373547	Whiteboard Eraser	07/14/2016	4.49
	7730460	Highlighters and Toilet Tissue	07/27/2016	53.13
	7749698	Office Supplies	07/27/2016	63.51
QUILL CORPORATION Total				121.13
RAIN DROP PRODUCTS, LLC	0018521-IN	Splash Park Replacment Parts	07/07/2016	12,798.17
RAIN DROP PRODUCTS, LLC Total				12,798.17
REAL KLEEN INC	44805	Toilet Paper, Paper Towels, Trash Can Liners	07/20/2016	383.40
	44859	Towels, Toilet Cleaner, Cleaner	07/29/2016	696.50
	44901	Trash Can Liners	08/01/2016	78.00
REAL KLEEN INC Total				1,157.90
RED HORSE OIL COMPANY INC	12104-1	FUEL	07/07/2016	3,092.54
	12276	FUEL	07/19/2016	2,905.11
	13584	FUEL	07/15/2016	2,057.92
	13620	FUEL	07/22/2016	2,446.00
	G5327	FUEL	07/07/2016	30.19
	G5328	FUEL	07/08/2016	66.70
	G5329	FUEL	07/08/2016	12.03
	G5330	FUEL	07/08/2016	25.69

RED HORSE OIL COMPANY INC	G5331	FUEL	07/08/2016	33.08
	G5332	FUEL	07/10/2016	20.74
RED HORSE OIL COMPANY INC Total				10,690.00
RESPOND FIRST AID SYSTEMS	144899	First Aid Supplies	07/19/2016	56.94
	144960	Ice Packs Bulk	08/03/2016	24.99
RESPOND FIRST AID SYSTEMS Total				81.93
ROCK SPRINGS NEWSPAPERS INC ROCKET MINER	12406337	ART ON THE GREEN ADVERTISEMENT	07/31/2016	250.00
ROCK SPRINGS NEWSPAPERS INC ROCKET MINER Total				250.00
ROCK SPRINGS WINLECTRIC CO	021594 01	Replacement Motor	07/26/2016	52.55
ROCK SPRINGS WINLECTRIC CO Total				52.55
ROCK SPRINGS WINNELSON COMPANY	210372 00	PVC P-Trap	07/28/2016	26.55
ROCK SPRINGS WINNELSON COMPANY Total				26.55
ROCKY MOUNTAIN POWER	0012072816	Electric Service	07/28/2016	1,719.48
	0077072616	Electric Service	07/26/2016	48,973.22
	6209978	Relocate Electric Service on 2nd South Project	07/15/2016	2,783.00
ROCKY MOUNTAIN POWER Total				53,475.70
RON'S ACE RENTALS & EQUIPMENT	182201	Fleet Maintenance Parts	07/07/2016	383.30
	182388	FUEL LINE	07/14/2016	8.36
	182650	Briggs Armature PN	07/25/2016	83.10
RON'S ACE RENTALS & EQUIPMENT Total				474.76
RUST, PETE	080116	JULY MILEAGE REIMBURSEMENT	08/01/2016	130.14
RUST, PETE Total				130.14
SCHAEFFERS MANUFACTURING COMPANY	671306-INV1	LUBRICANTS	07/22/2016	1,831.50
SCHAEFFERS MANUFACTURING COMPANY Total				1,831.50
SEPPIE, MARY	090616	MEALS/WAM-DOUGLAS	07/20/2016	130.00
SEPPIE, MARY Total				130.00
SHEPARD CONSTRUCTION, INC.	PAY APP #8	PD SHOOTING RANGE FINAL PAYMENT	06/29/2016	60,661.32
SHEPARD CONSTRUCTION, INC. Total				60,661.32
SMITH, TARA	090616	MEALS/WAM-DOUGLAS	07/20/2016	130.00
SMITH, TARA Total				130.00
SOCCER TECH LLC	080216	Outdoor Coaching Subscription for the Fall	08/02/2016	750.00
SOCCER TECH LLC Total				750.00
SOUTHWEST COUNSELING SERVICES	200-037	JULY 2016 CONTRACT EAP BILLING	07/01/2016	583.33
SOUTHWEST COUNSELING SERVICES Total				583.33
SOUTHWESTERN WYOMING WOOL WAREHOUSE	53793	grass seed	07/29/2016	1,262.40
SOUTHWESTERN WYOMING WOOL WAREHOUSE Total				1,262.40
SST TESTING + INC	0719201627KB	POST ACCIDENT	07/19/2016	90.00
SST TESTING + INC Total				90.00
STERICYCLE ENVIRONMENTAL SOLUTIONS, INC	24801440443	Removal of HHW on May 31, 2016	06/28/2016	3,769.00
STERICYCLE ENVIRONMENTAL SOLUTIONS, INC Total				3,769.00
SWEETWATER CABLE TELEVISION COMPANY	012923080116	CABLE SERVICES	08/01/2016	64.95
	015356080116	CABLE SERVICE	08/01/2016	33.80
SWEETWATER CABLE TELEVISION COMPANY Total				98.75
SWEETWATER TROPHIES	20472	PLAQUE	07/27/2016	4.95
	20474	Plastic Signs/Accountability tags	07/27/2016	562.00
	20483	DESK NAME PLATES - VISTAS	07/29/2016	49.70
	20492	Framing Work Done for Puzzle	08/02/2016	62.25
SWEETWATER TROPHIES Total				678.90
TEGELER & ASSOCIATES	64975	JOHN DEERE COVERAGE	07/11/2016	381.00
TEGELER & ASSOCIATES Total				381.00
TERMINIX OF WYOMING	10277250	MONTHLY SERVICE	08/09/2016	42.00
TERMINIX OF WYOMING Total				42.00
THE GREEN RIVER STAR	3727	NOTICE OF COMPLETION	06/01/2016	262.50
	3768	ADVERTISING / SALE OF SURPLUS	06/22/2016	243.00
	3769	ADVERTISING / SALE OF SURPLUS	06/22/2016	243.00
	3811	BUSINESS LICENSE ADVERTISING	07/06/2016	198.00
	3812	P & Z MEETING ADVERTISING	07/06/2016	99.00
	3830	Hydrant Flushing Ad	07/13/2016	67.50
	3831	COUNCIL MEETING AGENDA	07/13/2016	236.25
	3834	COUNCIL MINUTES	07/13/2016	576.00
	3837	SURPLUS ADVERTISING	07/13/2016	297.00
	3849	ANNUAL GROSS SALARY PUBLICATION	07/20/2016	225.00
	3859	COUNCIL MINUTES	07/27/2016	693.00
	3875	COUNCIL MEETING AGENDA	07/27/2016	236.25
THE GREEN RIVER STAR Total				3,376.50
THE RADIO NETWORK	16070271	COUNCIL MEETINGS	07/31/2016	50.00
	16070272	COUNCIL MEETINGS	07/31/2016	50.00

THE RADIO NETWORK	16070273	COUNCIL MEETINGS	07/31/2016	50.00
	16070274	COUNCIL MEETINGS	07/31/2016	50.00
THE RADIO NETWORK Total				200.00
THE TIRE DEN INC	1-GS260765	GOODYEARS	07/15/2016	231.88
THE TIRE DEN INC Total				231.88
TYLER TECHNOLOGIES INC	025-142413	CASH DRAWER MAINTENANCE	12/16/2015	(32.27)
TYLER TECHNOLOGIES INC Total				(32.27)
US BANK	CKRA AMAZON61116	Toner Cartridges	06/27/2016	57.84
	CKRA LINKED61316	Recruitment Advertising	06/27/2016	299.00
	CKRA WALMA062016	BOTTLED WATER/GATORADE	06/27/2016	74.68
	JHUT FAIRF062016	FRAUDULENT CHARGES	06/27/2016	303.98
	JHUT PMS060116	CAMP POSTCARD T-SHIRTS/JACKETS	06/27/2016	572.00
	JHUT SHELL061016	FUEL	06/27/2016	31.41
	JHUT SHELL061716	FUEL	06/27/2016	27.50
	JHUT TARGET52816	Camp Postcard Supplies	06/27/2016	29.95
	JHUT TASER052816	TASER TRAINING-SARATOGA WY	06/27/2016	225.00
US BANK Total				1,621.36
VALLEY ATHLETICS	10210	Bright White Marking Paint	07/21/2016	899.82
	9830	Eco-Bright All-Stripe White Field Marking	07/26/2016	760.00
VALLEY ATHLETICS Total				1,659.82
VSP - VISION SERVICE PLAN	AUGUST 2016	ACCT 121779980044 AUG 2016	07/18/2016	1,867.26
VSP - VISION SERVICE PLAN Total				1,867.26
WAVING AT YOU.COM	221616	FLAGS	07/25/2016	248.00
WAVING AT YOU.COM Total				248.00
WEBT - WYOMING EDUCATORS' BENEFIT TRUST	1116	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	898.00
	1125	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	908.58
	1127	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	1,179.00
	1131	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	999.25
	1136	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	912.90
	1147	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	1,179.00
	1158	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	898.00
	1159	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	898.00
	1176	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	1,193.90
	1201	SEPT 2016 RETIREE INSURANCE PREMIUMS	08/06/2016	1,232.78
WEBT - WYOMING EDUCATORS' BENEFIT TRUST Total				10,299.41
WEIDNER FIRE	112324	Fire Hose	07/20/2016	132.28
WEIDNER FIRE Total				132.28
WESCO DISTRIBUTION INC	241978	HPS Bal 400W S51 QU	07/27/2016	141.34
WESCO DISTRIBUTION INC Total				141.34
WEST LAW OFFICE PC	32360	AUGUST 2016 RETAINER	08/01/2016	6,000.00
WEST LAW OFFICE PC Total				6,000.00
WHITE MOUNTAIN LUMBER & RENTAL	2305115	Poly Pipe	07/21/2016	26.99
	2305542	CON COM REDWOOD	08/01/2016	32.00
	2305559	Blue Safety Marking Paint	08/02/2016	15.36
	2305597	CLEAR POLYFILM	08/03/2016	10.69
WHITE MOUNTAIN LUMBER & RENTAL Total				85.04
WIMMER, ERIC	080216	Judge for Art on the Green	08/02/2016	250.00
WIMMER, ERIC Total				250.00
WYOMING DEPARTMENT OF TRANSPORTATION	000082719	GRRV/TETON/HITCH POST	06/30/2016	1,454.17
	000083186	GRRV/TETON/HITCHING POST	07/29/2016	101,144.34
WYOMING DEPARTMENT OF TRANSPORTATION Total				102,598.51
WYOMING MACHINERY COMPANY	po 4637219	OIL SAMPLE KITS	07/23/2016	2,400.00
WYOMING MACHINERY COMPANY Total				2,400.00
WYOMING TECHNOLOGY TRANSFER CENTER	822-GR	Work Zone and ATSSA Flagger Certification	07/14/2016	400.00
WYOMING TECHNOLOGY TRANSFER CENTER Total				400.00
Grand Total				1,328,185.20



Payroll Presented for 8-16-2016 City Council

Net Payroll	237,730.63
Deductions	<u>74,276.32</u>
Total Payroll	<u>\$ 312,006.95</u>

Period 7/29/2016 to 8/11/2016

Director of Finance, Chris Meats

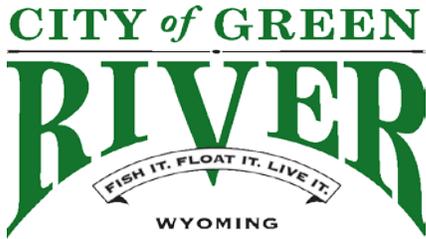
Date

City Administrator, Reed Clevenger

Date

Mayor, Pete Rust

Date



Preauthorization List

Presented for 8-16-2016 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
UNION PACIFIC RAILROAD-Longitudinal & Crossing Pipeline Agreement for 2nd South	9,100.00

Total \$ 1,074,100.00

Requested by : _____
Director of Finance, Chris Meats