CITY COUNCIL AGENDA

I. 7:00 PM **CALL TO ORDER: JULY 5, 2016 COUNCIL**

II. **PLEDGE OF ALLEGIANCE**

III. **APPROVAL OF AGENDA**

IV. **PROCLAMATIONS**

A. **AMERICAN LEGION FREEDOM DAYS PROCLAMATION**

Documents: AMERICAN LEGION PROC.PDF

V. **PRESENTATIONS**

A. **GREEN RIVER CHAMBER OF COMMERCE UPDATE**

VI. **CITIZEN REQUESTS AND OTHER COMMUNICATIONS**

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

VII. **PUBLIC HEARING**

A. **2016 M.E.E.T. IN GREEN RIVER URBAN RENWAL PLAN**

A Public Hearing to solicit public input regarding the 2016 M.E.E.T. in Green River Urban Renewal Plan. Consideration of a Resolution approving said plan will occur later during this meeting.

B. **BUILDING CODE UPDATES**

A public hearing to solicit input on an Ordinance updating to the latest editions of the International Building Code Family and the latest National Electrical Code, and adopting the 2015 International Existing Building Code. The ordinance will be considered for first reading later on the agenda.

Documents: CODE ADOPTION PUBLIC HEARING AGENDA PACKET.PDF

VIII. **BOARD AND COMMITTEE APPOINTMENTS**

A. **APPOINTMENT OF MICHAEL NELSON TO THE PARKS AND**

RECREATION ADVISORY BOARD

Mayor Rust recommends the appointment of Michael Nelson to the Parks and Recreation Advisory Board for a three (3) year term commencing in July of 2016 and terminating in July of 2019.

Suggested motion: I move to confirm the Mayor's appointment of Michael Nelson to a three (3) year term on the Parks and Recreation Advisory Board beginning July of 2016 and terminating July of 2019.

Documents: APPOINTMENT PARKS RECREATION ADVISORY BOARD.PDF

B. REAPPOINTMENT OF MISTI ZIMMERMAN TO THE TREE BOARD

Mayor Rust recommends the reappointment of Misti Zimmerman to the Parks & Recreation's Tree Board for a three (3) year term beginning in July of 2016 and terminating in July of 2019.

Suggested Motion: I move to confirm Mayor Rust's reappointment of Misti Zimmerman to the Parks & Recreation's Tree Board for a three (3) year term, beginning July 2016 and terminating July 2019.

Documents: REAPPOINTMENT.PDF

IX. ORDINANCES

A. CONSIDERATION ON FIRST READING AN ORDINANCE AMENDING CHAPTER 7, BUILDINGS AND BUILDING REGULATIONS

Consideration on first reading an Ordinance amending Chapter 7 of the Green River Code of Ordinances to update to the latest editions of the International Building Code Family and the latest National Electrical Code, and adopting the 2015 International Existing Building Code.

Suggested Motion: I move to approve on first 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.

Documents: CODE ADOPTION 1ST READING AGENDA PACKET.PDF

X. RESOLUTIONS

A. CONSIDERATION OF A RESOLUTION APPROVING THE 2016 M.E.E.T. IN GREEN RIVER URBAN RENEWAL PLAN

Consideration of a Resolution approving the 2016 M.E.E.T. in Green River Urban Renewal Plan for the Urban Renewal Areas identified as the Central Business District and the River Corridor District.

Suggested Motion: I move to approve the Resolution approving the 2016 M.E.E.T. in Green River Urban Renewal Plan for the Urban

Renewal areas identified as the Central Business District and the River Corridor District.

Documents: RESOLUTION - URA.PDF

XI. COUNCIL ACTION ITEMS

A. CONSIDERATION TO APPROVE THE RELEASE OF A PORTION OF THE LYNN SUBDIVISION IMPROVEMENT GUARANTEE

Approval to release a portion of the Lynn Subdivision Standby Letter of Credit for completed subdivision improvements. In accordance with the Subdivision Improvement Agreement, the release of this portion does not grant City ownership and maintenance of these improvements at this time. City acceptance of ownership and maintenance will not occur until final acceptance of all subdivision improvements and all items of provided within the Subdivision Improvement Agreement have been satisfied.

Suggested Motion: I move to approve the partial release, in the amount of _____, from Standby Letter of Credit Number 5091756, issued by RSNB Bank, for the installation of subdivision improvements installed in the Lynn Subdivision.

Documents: PARTIAL LOC RELEASE 1 LYNN SUBDIVISION.PDF

B. CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING BUSINESS COUNCIL, THE CITY OF GREEN RIVER AND THE URA/MAIN STREET AGENCY

Consideration to authorize Mayor Rust to sign the Memorandum of Understanding between the Wyoming Business Council, the City of Green River and the URA/Main Street Agency.

Suggested Motion: I move to authorize Mayor Rust to sign the Memorandum of Understanding between the Wyoming Business Council, the City of Green River and the URA/Main Street Agency.

Documents: MOU URAMAIN STREET.PDF

C. CONSIDERATION TO ADOPT THE STANDARD TITLE VI ASSURANCE/NON-DISCRIMINATION PROVISIONS AND IDENTIFICATION OF EEO COORDINATOR

The City received a grant from the WYDOT Transportation Alternatives Program for the installation of ADA improvements at several intersections. The use of these grant funds requires the City's adoption of FHWA Standard Non-Discrimination Provisions and Assurances. The City must also identify a Title VI / EEO Coordinator for these projects.

Suggested Motion: I move to authorize the Mayor to sign the Standard Title VI Assurances / Non-Discrimination Provisions and confirm the Mayor's appointment of Mark Westenskow as the Title VI / EEO Coordinator for projects using Federal Funds obtained through

WYDOT.

Documents: WYDOT TAP GRANT PROVISIONS.PDF

D. CONSIDERATION OF AMENDMENT TO THE COOPERATIVE AGREEMENT BETWEEN WYDOT AND THE CITY OF GREEN RIVER FOR THE URBAN SYSTEMS STREETS PROJECT

In 2012, the City of Green River and WYDOT entered a Cooperative Agreement for the reconstruction of portions of West Teton Boulevard, East Teton Boulevard, and Hitching Post Drive. As a condition of the Agreement, the City of Green River would pay 9.51% of the project costs, with the remainder to be funded by Federal funds administered through WYDOT. The proposed Amendment updates the Agreement to formally recognize the current project costs based on the actual low bid received by WYDOT.

Suggested Motion: I move to authorize the Mayor to sign Amendment Number One to the Cooperative Agreement between the Wyoming Department of Transportation and the City of Green River for the Urban Systems Streets Project.

Documents: WYDOT URBAN SYSTEMS AMENDMENT.PDF

E. CONSIDERATION TO SUBMIT A SRF LOAN APPLICATION FOR AN ADDITIONAL $1.2 MILLION FOR THE WASTEWATER TREATMENT PLANT REPLACEMENT FACILITY DESIGN

The City recently applied for and received conditional approval for a $1.2 Million State Revolving Fund (SRF) Loan to develop the Design for a Wastewater Treatment Plant Replacement Facility. However, the City did not receive a requested Mineral Royalties Grant to match the loan. Given the current grant funding situation at the State, Public Works desires to apply for an additional $1.2 Million SRF Loan to allow the project design to move forward in the 2016-2017 budget year. The new facility design is expected to take one year, and additional funding would be needed prior to any construction activities.

Suggested Motion: I move to approve the Resolution Authorizing the Submission of the application to the Wyoming State Revolving Fund Program for a $1.2 million loan for the design phase of the Wastewater Treatment Plant Replacement Facility Project on behalf of the Governing Body for the City of Green River and authorize the Mayor to sign pertinent loan documents.

Documents: SRF LOAN JULY 2016.PDF

F. CONSIDERATION TO APPROVE AN EASEMENT FOR UNION TELEPHONE COMPANY

Union Telephone Company is seeking to install new fiber optic transmission equipment in corridor across Sweetwater County. A

portion of the corridor would need to cross through the City Limits of Green River between the WYDOT right-of-way for I-80 and the County right-of-way for Wild Horse Canyon Road. The new fiber optic transmission line would follow the City right-of-way for Wild Horse Canyon Road for approximately 3,000 linear feet. The proposed equipment will benefit all Union Telephone customer within the area, and will be located within existing street rights-of-way.

Suggested Motion: I move to approve the Easement with Union Telephone Company within the Wild Horse Canyon Road, and authorize the Mayor to sign the pertinent Easement documents.

Documents: EASEMENT.PDF

G. CONSIDERATION TO ACCEPT A CITY OF GREEN RIVER VISTA PROGRAM GRANT

Grant funding is available for the City to utilize VISTA members to serve with the City and assist with several community-based projects. During the June 21, 2016 Council meeting, the Governing Body approved a request from the Director of Human Resources to apply for a VISTA Program grant. The grant application was successful and the City has been awarded funding for three (3) full-time VISTA members to serve in the following areas: Grants/Social Medial Outreach, Public Works Recycling/Education, and Community Development/URA/Main Street Building Inventory Development.

Suggested Motion: I move to accept a City of Green River VISTA Program grant, authorize the Mayor to sign the associated documents, and authorize the Director of Human Resources to electronically accept the grant award.

Documents: AGENDA DOCUMENT 2016 VISTA GRANT ACCEPTANCE.PDF

H. CONSIDERATION TO AUTHORIZE THE MAYOR TO SIGN THE 2016 JUSTICE ASSISTANCE GRANT FOR THE GREEN RIVER POLICE DEPARTMENT IN THE AMOUNT OF $12,957.

Consideration to authorize the Mayor to sign the 2016 Justice Assistance Grant (JAG) in the amount of $12,957, that will be utilized to purchase equipment to enhance our mobile data terminal reliability.

Suggested Motion: I move to authorize the Mayor to sign the 2016 Justice Assistance Grant for the Green River Police Department in the amount of $12,957.

Documents: JAG GRANT.PDF

XII. CONSENT AGENDA

A. APPROVAL OF AN AGREEMENT WITH AFLAC TO AMEND THE BENEFIT PLAN YEAR

The Payroll Account Acknowledgement agreement with AFLAC will

amend the benefit plan year from July 1-June 30 to January 1-December 31 for AFLAC benefit premiums that are handled through payroll deduction. This change coincides with our other employee benefit plans that have already been moved to a calendar year basis.

Suggested Motion: I move to approve the Payroll Account Acknowledgement with AFLAC to amend the City's employee benefit plan year and authorize the Mayor to sign the agreement.

Documents: AFLAC CONSENT AGENDA PLAN YEAR CHANGE 06282016.PDF

B. APPROVAL OF A MAINTENANCE AGREEMENT WITH THE JOINT POWERS TELECOM BOARD FOR INTERNET SERVICES

Internet services are a major part of the everyday activities of the City. We utilize several cloud applications and other direct services on the internet. These connections also allow us to provide our telephone services for the City and help in connecting our City buildings.This an agreement outlines the terms and conditions of the JPTB to provide broadband services and fiber optic connections to the City of Green River.

Suggested Motion: I move to approve the agreement with the Joint Powers Telecom Board for fiber optic services, in the amount of $27,360.

Documents: JPTB AGREEMENT.PDF

C. APPROVAL FOR THE FISH BOWL INC. TO USE THEIR CITY ISSUED RETAIL LIQUOR LICENSE TO CATER A PRIVATE WEDDING AT THE SWEETWATER COUNTY EVENTS COMPLEX

The Fish Bowl holds retail liquor license #17 in the City of Green River and would utilize this license to cater a private wedding at the Sweetwater County Events Complex. The ceremony will take place on July 16, 2016, from 4 pm to midnight, pending approval by the Rock Springs City Council.

Suggested Motion: I move to grant permission for The Fish Bowl Inc. dba, The Fish Bowl Bowling Center to use their city issued retail liquor license to cater a private wedding on July, 16, 2016 at the Sweetwater County Events Complex, pending approval by the Rock Spring City Council.

Documents: THE FISH BOWL INC.PDF

D. APPROVAL OF A TRADE AGREEMENT BETWEEN THE RADIO NETWORK AND GREEN RIVER RECREATION CENTER

The Recreation Center has worked with The Radio Network for several years with trading advertisements on their radio stations at The Radio Network for memberships at the Green River Recreation Center. The

Radio Network will get us a list of employee's they would like to participate at the Green River Recreation Center, the monetary value of those memberships is configured, and The Radio Network gives the Green River Recreation Center advertising on their stations up to the same financial value (based on their rates).

Suggested Motion: I move to approve the trade agreement between The Radio Network and Green River Recreation Center.

Documents: RADIO NETWORK TRADE AGREEMENT AGENDA 6.21.16.PDF

E. APPROVAL OF A TRADE AGREEMENT BETWEEN WYORADIO AND GREEN RIVER RECREATION CENTER

The Recreation Center has been in a similar trade agreement with the Radio Network for several years. This would involve trading advertisements on WyoRadio stations for memberships at the Green River Recreation Center. WyoRadio will get us a list of employee's that would like to participate at the Green River Recreation Center, the monetary value of those memberships is configured, and WyoRadio give the Green River Recreation Center advertising on their station up to the same financial value (based on their rates).

Suggested Motion: I move to approve the trade agreement between WyoRadio and Green River Recreation Center.

Documents: WYORADIO TRADE AGREEMENT AGENDA 6.21.16.PDF

F. LANDFILL REMOVAL REQUEST BY VANCE MCGAHEY

Removal of items from the Landfill has to be approved by the Governing Body per City Ordinance Section 14-7 (b).

Suggested Motion: I move to approve the Landfill Removal Request from Vance McGahey to remove railroad ties.

Documents: LANDFILL ITEM REMOVAL JUNE 2016.PDF

G. APPROVAL OF MINUTES FOR:

G.i. June 14, 2016 Workshop

Documents: JUNE 14, 2016 MINUTES.PDF

G.ii. June 21, 2016 Council

Documents: JUNE 21, 2016 COUNCIL MINUTES SIGNATURES.PDF

H. APPROVAL OF PAYMENT OF BILLS:

H.i. Prepaid - $665,498.75

Documents: 7-5-16 PREPAID INVOICES.PDF

H.ii. Outstanding Invoices - $299,314.15

Documents: 7-5-16 OUTSTANDING INVOICES.PDF

H.iii. Payroll Expenditures - $344,014.07

Documents: 7-5-16 PAYROLL.PDF

H.iv. Preauthorization Payments - $1,065,000.00

Documents: 7-5-16 PREAUTHORIZATION.PDF

XIII. CITY ADMINISTRATOR'S REPORT

XIV. CITY ATTORNEY'S REPORT

XV. MAYOR AND COUNCIL REPORTS

XVI. ADJOURNMENT

American Legion Freedom Rally Proclamation

Whereas, the American Legion was chartered by Congress in 1919 as a patriotic wartime veterans organization based on the four pillars of Veterans Affairs & Rehabilitation, National Security, Americanism, and Children & Youth; and

Whereas, over the years, the legion has become a preeminent community service organization which now numbers more than 2.5 million members in over 14,000 American Legion posts worldwide; and

Whereas, hundreds of local American Legion programs and activities strengthen our nation one community at a time; and

Whereas, the American Legion's success depends entirely on active membership, participation and volunteerism; and

Whereas, the organization belongs to the people it serves and the communities in which it thrives; and

Whereas, the 2nd annual Freedom Rally hosted by the American Legion Riders, Tom Whitmore Post 28, provides an opportunity to recognize veterans in our community for their many contributions to our community and for Legionaries to "Ride for Those Who Can't".

Now Therefore, I, Pete Rust, Mayor of the City Green River, of do hereby proclaim July 9th as

Freedom Rally Day 2016

In witness whereof, I have hereunto set my hand this 5th day of July 2016.

_____

Mayor, Pete Rust

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 24, 2016	Department: CD – Building Inspection
Meeting Date: July 5, 2016	Department Head: Laura Profaizer
	Presenter: David Allred

Subject:

Public Hearing to solicit public input on an Ordinance amending Chapter 7 of the Green River Code of Ordinances to update to the latest editions of the International Building Code Family and the latest National Electrical Code, and adopting the 2015 International Existing Building Code.

Background/Alternatives:

To ensure the opportunity for public input, the Community Development Department felt it necessary to schedule this item as a public hearing, in addition to the three standard ordinance readings. A public hearing notice was advertised in the Green River Star on June 29, 2016. Also, since contractors will be the most impacted by the updates, the Community Development mailed 269 public hearing notices to all contractors licensed to do work within the City of Green River. See attached public hearing notice.

NOTE: This is only the public hearing. The first reading of the ordinance appears later on the agenda for action.

The latest edition of the International Building Code Family has been released for adoption. Per Wyoming State Statute, municipalities who have local jurisdiction must adopt the same codes that the State of Wyoming has adopted. These include the 2015 International Building Code, 2015 International Existing Building Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, 2015 International Fire Code and the 2014 National Electrical Code.

In addition to the above state mandated updates, the ordinance also includes updates to the 2015 International Residential Code (previous adopted version is 2006), 2015 International Plumbing Code (previous adopted version is 2012), and the 2015 International Property Maintenance Code (previous adopted version is 2012).

The City adopts the codes, in full, by reference within Chapter 7 of the Code of Ordinances of the City of Green River. Chapter 7 also provides specific added amendments to the codes to make the codes more applicable to Green River. The attached ordinance shows the amendments. Some amendments are staying the same from the previous code versions, but some are new or amended. In the attached ordinance, the red signifies deletions and the blue signifies additions.

In addition to the specific added amendments, contractors should be aware that there are many additional updates/changes within the new code family that are different from the last editions. It is the contractor's responsibility to stay educated on the latest editions that are adopted in each community. The Community Development Department has a full set of the code books available for any contractor to look at in the office during regular office hours.

Attachments:

1 - Public Hearing Notice
2 - Ordinance

PUBLIC HEARING NOTICE

TAKE NOTICE that the Green River City Council will hold a public hearing in the Green River City Hall Council Chambers at 7:00 p.m., July 5, 2016, where all interested parties will have the opportunity to appear and be heard regarding the following:

An Ordinance amending the Green River Code of Ordinances, Articles II through VIII of Chapter 7 (Buildings and Building Regulations), adopting and amending the Ordinance to update to the most recent editions of the various building codes including:

2015 International Building Code
2015 International Residential Code
2015 International Existing Building Code
2015 International Plumbing Code
2015 International Mechanical Code
2015 International Property Maintenance Code
2014 National Electrical Code
2015 International Fuel Gas Code
2015 International Fire Code

The public is invited to give testimony or submit written comments on this item. Please contact David Allred, Senior Building Inspector at 307-872-6144 with any questions regarding the new codes and the proposed ordinance. Copies of the proposed Ordinance are available in the Community Development Department at Green River City Hall, 307-872-6140.

Yvonne Castillo, Recording Secretary

Publish: June 29, 2016

ORDINANCE NO. 16-_____

AN ORDINANCE AMENDING ARTICLES II THROUGH VIII OF CHAPTER 7 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, ADOPTING AND AMENDING THE ORDINANCE TO UPDATE TO THE MOST RECENT EDITIONS OF THE VARIOUS CODES, AND ADOPTING THE 2015 EXISTING BUILDING CODE.

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

Section 1: That Chapter 7, Article II. Building Code, be and hereby is amended to read as follows:

ARTICLE II. BUILDING CODE

Sec. 7-16. ~~2012~~ 2015 International Building Code adopted; amendments.

a. The ~~2012~~ 2015 International Building Code, including appendices chapters B, and J, are hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

b. The following sections of the ~~2012~~ 2015 International Building Code are amended, deleted or added as follows:

1. Section 101.4 entitled "Referenced Codes" is deleted.
2. Add Section 105.2.14 Detached membrane structures with floor area not exceeding two hundred fifty (250) square feet that meet the following conditions:
   - A. The structure complies with all current zoning requirements as indicated by an approval letter after zoning review.
   - B. No more than one membrane structure per residential lot will be allowed.
   - C. Membrane structures must be factory manufactured units.
   - D. Membrane structures used for vehicle parking or storage shall be placed on and secured to a minimum 3½-inch thick concrete slab, the method of attachment and thickness of concrete at attachment locations shall be as recommended by the manufacturer.
   - E. Membrane structures not used for vehicle parking or storage shall be anchored as recommended by the manufacturer.

~~Section 3 is amended to read as follows:~~

3. Section 903.2.8 entitled "Group R" is amended to read: An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout al buildings with a Group R fire area.

   Exceptions: 1. Detached one- and two- family dwellings and multiple single family dwellings (townhouses) that are constructed in accordance with the International Residential Code for One- and Two- Family Dwellings, and have a floor area of less than 5,000 square feet.

~~Section 4 is amended to read as follows:~~

4. Add Section 1301.1.2 to Chapter 13 of the International Building Code ~~is amended~~ to read as following:

   1301.1.2. Commercial Buildings

   ~~A Comcheck compliance report using the 2012 Edition of the International Energy Conservation Code (IECC)~~ A building energy analysis indicating compliance with the current adopted IECC shall be submitted with the proposed building plans at the time

of application for review and comment. ~~Only the building envelope calculations are required.~~

Exception: IBC Occupancies S-1, S-2, F-1, F-2, & U are exempt ~~for~~ from the above requirement.

~~Section 5 is amended to read as follows:~~

5. Chapter 27 entitled "Electrical" is deleted.

~~Section 6 is amended to read as follows:~~

6. The opening paragraph of Appendix B Section 101.2.2 is amended to read "It is recommended that the board of appeals consist of five (5) individuals, one from each of the following professions or disciplines: the remaining subparagraphs numbered 1 through 5 shall remain the same.

(Ord. No. 1024, § 1, 2-28-77; Ord. No. 85-23, § 1, 9-3-85; Ord. No. 94-4, § 1, 4-5-94; Ord. No. 94-11, § 1, 7-5-94; Ord. No. 00-05, § 1, 6-20-00; Ord. No. 03-07, § 1, 10-7-03; Ord. No. 06-02, § 1, 3-7-06; Ord. No. 07-04, § 1, 8-21-07; Ord. No. 12-09, § 1, 10-17-12)

State Law reference— Authority to adopt building code by reference, W.S. 1977, 15-1-120B.

Sec. 7-17. ~~2006~~ 2015 International Residential Code adopted; amendments.

a. The ~~2006~~ 2015 International Residential Code, including appendices chapters A, B, C, E, F, G and H, excepting those sections specifically deleted or amended herein, are hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

b. The following sections of the ~~2006~~ 2015 International Residential Code are amended, deleted or added as follows:

1. Table R301.2(1) shall be completed with the following information:

Ground Snow Load = 20

Wind Speed = ~~90~~115

Seismic Design Category = C

Weathering = Severe

Frost Line Depth = 42"

Termite = None to slight

Decay = None to slight

Winter Design Temp = -20 F

Ice Shield Underlayment Required = Yes

Flood Hazard = 2000 FIRM

Air Freezing Index = 2282

Mean Annual Temp = 42.7F

2. Section R105 Permits is amended as follows:

A. Section R105.2. "Work exempt from a permit, Building" items 1. and 2. ar amended to read as follows:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet and has a total building height of no more than 10.5 feet.

2. Fences not exceeding 6 feet in height.

B. Section R105.5 entitled "Expiration" is amended to read:

R105.5 Expiration. Building permits will only be issued for the entire project and shall automatically expire one year after date of issuance.

~~A~~1.Building permit extensions may be applied for, and the building inspector may allow the same when good cause is shown. In no case shall a building

permit, including all authorized extensions exceed twenty-four (24) months from the original date of issuance unless the applicant can demonstrate consistent and continuous improvements on the site, in which case, two (2) additional extensions of not more than six (6) months may be permitted.

~~B~~2. Upon expiration of the building permit and any extensions thereto, all further construction activity on the project must stop. If the project is still incomplete the permit holder shall have ten (10) days to disassemble the structure unless an extension is granted by the city council at a regular public hearing. Failure to do so may result in the city removing the structure and all resulting costs incurred by the city shall be billed to the permit holder.

~~C. Appeals of the building inspector's decision to deny a building permit shall filed with the Board of Adjustment in accordance with the requirements of the Green River Code.~~

3. Section R302 Fire-Resistant Construction is amended as follows:

A. Section R302.2 entitled "Townhouses" is amended by adding an option 3 to read as follows: "The separation provisions may be obtained by either two 1-hour walls or one 2-hour wall."

B. Section R302.13 entitled "Fire protection of floors" is deleted in its entirety.

4. Section R313 Automatic Fire Sprinkler Systems is amended as follows:

A. Section 313.1 entitled "Townhouse automatic fire sprinkler systems" is deleted in its entirety.

B. The opening paragraph of Section R131.2 entitled "One- and two-family dwellings automatic fire systems" is amended to read "An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings and townhouses that are constructed in accordance with the International Residential Code for One- and Two- Family Dwellings, and have a floor area of less than 5,000 square feet.

5. Section R403.1.1 is amended to read, "Minimum size, Footings shall be at least 8" x 16" and be provided with a minimum of 3 - #4 bars in the footing."

~~4~~6. Section R404.1.2 is amended to read, "Concrete Foundation Walls. Concrete Foundation walls shall be minimum 8" thick and reinforced with #4 bars 18" on center vertically and horizontally, unless designed by a registered design professional."

~~5~~7. Section ~~R404.1~~R404.1.1 entitled "Design required" is amended by adding a third condition to read as follows: "3.~~6~~. Foundation walls built to City standards."

~~6. Section M1601.3.1 is amended by adding "Exemption: Ducts located entirely within the conditioned space."~~

~~7. Section N1102, Table N1102.1 is amended as follows:~~

~~Wood Frame Wall~~	~~R-Value~~	~~21~~
~~Mass Wall~~	~~R-Value~~	~~21~~
~~Floor~~	~~R-Value~~	~~21~~
~~Crawl Space~~	~~R-Value~~	~~20~~

8. Delete Table R602.7.5 and replace with the American Wood Council recommendations RB229-16 as follows:

MINIMUM NUMBER OF FULL HEIGHT STUDS AT EACH END OF HEADERS IN EXTERIOR WALLS[a]

Maximum Header Span (Feet)	Ultimate Design Wind Speed and Exposure Category	
	<140 MPH, Exposure B Or <130 mph, Exposure C	<130 mph, Exposure B[b]
4	1	1

6	2	1
8	2	1
10	3	2
12	3	2
14	3	2
16	4	2
18	4	2

[a]For header spans between those given above, use the minimum number of full-height studs associated with the larger header span.

[b]The tabulated minimum number of full-height studs is applicable where Jack studs are provided to support the header at each end in accordance with 602.7.1(1). Where a framing anchor is used to support the header in lieu of a jack stud in accordance with footnote "d" of Table 602.7(1), the minimum number of full height studs at each end of a header shall be in accordance with the requirements for wind speed > 140 mph, exposure.

(Ord. No. 03-07, § 2, 10-7-03; Ord. No. 06-02, § 2, 3-7-06; Ord. No. 07-04, § 2, 8-21-07)

Editor's note— Ord. No. 03-07, § 2, adopted Oct. 7, 2003, amended § 7-17 to read as set forth herein. Formerly, § 7-17 pertained to amendments to the Uniform Building Code and derived from Ord. No. 1024, §§ 3—9, adopted Feb. 28, 1977, Ord. No. 85-23, §§ 2—6, adopted Sept. 3, 1985, and Ord. No. 00-05, § 2, adopted June 20, 2000.

Sec. 7-18. Reserved.

Editor's note— Ord. No. 07-04, § 3, adopted Aug. 21, 2007, repealed § 7-18, which pertained to foundations and derived from Ord. No. 94-4, § 4, adopted Apr. 5, 1994; and Ord. No. 96-10, § 1, adopted Oct. 1, 1996.

Sec. 7-19. Structures built at the city horse corrals exempt.

Structures built for the sole purpose of housing animals upon land located within the area designated as the City Horse Corrals are specifically exempted from the requirements set forth in this chapter.

(Ord. No. 97-3, § 1, 6-2-97)

Secs. 7-20.~~—7-30.Reserved.~~ 2015 International Existing Building Code adopted.

The 2015 International Existing Building Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

Secs 7-21 -- 7-30. Reserved

Section 2: That Chapter 7, Article III. International Plumbing Code, be and hereby is amended to read as follows:

ARTICLE III. INTERNATIONAL PLUMBING CODE

Sec. 7-31. ~~2012~~ 2015 International Plumbing Code adopted; amendments.

a. All plumbing within the city shall be installed, repaired and maintained in accordance with the ~~2012~~ 2015 International Plumbing Code, including all appendices. The ~~2012~~ 2015 International Plumbing Code is hereby adopted by reference and incorporated herein as part of

this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

b. The following sections of the 2015 International Plumbing Code ~~Sections 305.6 305.4 Freezing and 305.6.1 305.4.1 Sewer depth of the International Plumbing Code~~ are hereby amended to read as follows:

1. Section ~~305.6 305.4~~ 305.4 entitled "Freezing" shall be amended to read as follows: ~~Freezing.~~ Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 72" inches below grade.

2. Section 305.4.1. entitled "Sewer depth" shall be amended to read as follows: ~~305.6.1 305.4.1 Sewer depth.~~ Building sewers shall be a minimum of 42 inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both.

(Ord. No. 1024, § 10, 2-28-77; Ord. No. 94-4, § 2, 4-5-94; Ord. No. 00-05, § 3, 6-20-00; Ord. No. 03-07, § 3, 10-7-03; Ord. No. 07-04, § 4, 8-21-07; Ord. No. 12-09, § 2, 10-17-12)

State Law reference— Authority to adopt plumbing code by reference, W.S. 1977, 15-1-120.

Sec. 7-32. Reserved.

Editor's note— Section 8 of Ord. No. 85-23, adopted Sept. 3, 1985, repealed § 7-32, concerning plumbing permit fees, as derived from § 11 of Ord. No. 1024, adopted Feb. 28, 1977.

Secs. 7-33—7-45. Reserved.

Section 3: That Chapter 7, Article IV. International Mechanical Code, be and hereby is amended to read as follows:

ARTICLE IV. INTERNATIONAL MECHANICAL CODE

Sec. 7-46. ~~2012~~ 2015 International Mechanical Code adopted.

All heating systems, ventilating systems, cooling systems, refrigeration systems, incinerators or other miscellaneous heat-producing appliances within the city shall be installed, repaired and maintained in accordance with the ~~2012~~ 2015 International Mechanical Code, including all appendices. The ~~2012~~ 2015 International Mechanical Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 00-05, § 4, 6-20-00; Ord. No. 03-07, § 4, 10-7-03; Ord. No. 07-04, § 5, 8-21-07; Ord. No. 12-09, § 3, 10-17-12)

Secs. 7-47—7-60. Reserved.

Section 4: That Chapter 7, Article V. Property Maintenance Code, be and hereby is amended to read as follows:

ARTICLE V. PROPERTY MAINTENANCE CODE

Sec. 7-61. ~~2012~~ 2015 International Property Maintenance Code adopted.

The ~~2012~~ 2015 International Property Maintenance Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

a. That section 302.4 of the ~~2012~~ 2015 International Property Maintenance Code is amended to read, "Twelve (12) inches as the maximum weed height."

b. Delete 304.14 Insect screens.

c. Delete 602.3 Heat supply.

d. Delete 602.4 Occupiable work spaces.

(Ord. No. 1024, § 2, 2-28-77; Ord. No. 94-4, § 3, 4-5-94; Ord. No. 00-05, § 5, 6-20-00; Ord. No. 03-07, § 5, 10-7-03; Ord. No. 07-04, § 6, 8-21-07; Ord. No. 12-09, § 4, 10-17-12)

State Law reference— Authority to adopt codes by reference, W.S. 1977, 15-1-120.

Secs. 7-62—7-75. Reserved.

Section 5: That Chapter 7, Article VI. National Electrical Code, be and hereby is amended to read as follows:

ARTICLE VI. NATIONAL ELECTRICAL CODE

Sec. 7-76. ~~2011~~ 2014 National Electrical Code (NEC) adopted.

The National Electrical Code as promulgated by NFPA 70, the latest edition as adopted by the Wyoming State Fire Marshal's Office is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 03-07, § 6, 10-7-03; Ord. No. 07-04, § 7, 8-21-07; Ord. No. 08-05, § 1, 7-17-08; Ord. No. 12-09, § 5, 10-17-12)

Secs. 7-77—7-90. Reserved.

Section 6: That Chapter 7, Article VII. International Fuel Gas Code, be and hereby is amended to read as follows:

ARTICLE VII. INTERNATIONAL FUEL GAS CODE

Sec. 7-91. ~~2012~~ 2015 International Fuel Gas Code adopted.

The ~~2012~~ 2015 International Fuel Gas Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 03-07, § 7, 10-7-03; Ord. No. 07-04, § 8, 8-21-07; Ord. No. 12-09, § 6, 10-17-12)

Secs. 7-92—7-105. Reserved.

Section 7: That Chapter 7, Article VIII. International Fire Code, be and hereby is amended to read as follows:

ARTICLE VIII. INTERNATIONAL FIRE CODE

Sec. 7-106. ~~2012~~ 2015 International Fire Code adopted.

The ~~2012~~ 2015 International Fire Code, including appendix chapters A, B, C, D, E, F, and G, is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 03-07, § 8, 10-7-03; Ord. No. 07-04, § 9, 8-21-07; Ord. No. 12-09, § 7, 10-17-12)

Secs. 7-107—7-119. Reserved.

Sec. 7-120. Penalty.

Anyone convicted of violating any section of this chapter shall be punished by a fine of not more than seven hundred fifty dollars ($750.00), to which the court may add restitution for costs incurred by the city. Any person who commences any work before obtaining the necessary permit(s) may be subject to an investigation fee as determined by the community development director or senior building inspector and his/her designee. The investigation fee shall be one hundred dollars ($100.00) or equal to twice the permit fee, whichever is greater.

(Ord. No. 06-02, § 3, 3-7-06; Ord. No. 12-09, § 7, 10-17-12)

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2016.

_____
Pete Rust, Mayor

ATTEST:

_____
Chris Meats, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: June 16, 2016	Submitting Department:	Legislative
Meeting Date: July 5, 2016	Department Director:	Mayor Rust
	Presenter:	Mayor Rust

SUBJECT: Appointment to the Parks and Recreation Advisory Board

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BACKGROUND/ALTERNATIVES
Mayor Rust recommends the appointment of Michael Nelson to the Parks and Recreation Advisory Board for a three (3) year term commencing in July of 2016 and terminating in July of 2019.

ATTACHMENTS
Michael Nelson's volunteer form

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
None

SUGGESTED MOTION
I MOVE to confirm the Mayor's appointment of Michael Nelson to a three (3) year term on the Parks and Recreation Advisory Board beginning in July of 2016 and terminating in July of 2019.

CITY of GREEN RIVER
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WYOMING

BOARDS – COMMISSIONS - COMMITTEES

VOLUNTEER APPLICATION

YOUR CONTACT INFORMATION

NAME MICHAEL NELSON

MAILING ADDRESS 1415 CALIFORNIA CIRCLE

STREET ADDRESS (SAME)

CITY & ZIP CODE GREEN RIVER 82935

PHONE(S) 307 . 875 . 4179

E-MAIL ADDRESS mn-jazzfan@hotmail.com

AREAS OF INTERESTS

- [ ] BUILDING CODE BOARD OF APPEALS
- [ ] COMBINED COMMUNICATIONS JOINT POWERS
- [ ] GREEN RIVER AIRPORT TASK FORCE
- [ ] GREEN RIVER ARTS COUNCIL
- [ ] GR HISTORIC PRESERVATION COMMISSION
- [ ] JOINT POWERS TELECOMMUNICATIONS BOARD
- [ ] JOINT TRAVEL AND TOURISM BOARD
- [ ] JOINT POWERS WATER BOARD
- [ ] OTHER
- [x] PARKS AND RECREATION ADVISORY BOARD
- [ ] PERSONNEL BOARD
- [ ] PLANNING AND ZONING COMMISSION
- [ ] SWEETWATER COUNTY BOARD OF HEALTH
- [ ] TRAFFIC COMMITTEE
- [ ] TREE BOARD
- [ ] URA-MAIN STREET BOARD
- [ ] UTILITY BILLING REVIEW COMMITTEE

SPECIAL SKILLS OR QUALIFICATIONS

Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, and other activities including hobbies or sports. Optional: attach résumé.

SERVED 7 YEARS ON THE BOARD FOR THE CHAMBER OF COMMERCE (INCLUDING 2 AS PRESIDENT); VOLUNTEER OF THE YEAR (2009); WORK AS A PHYSICAL THERAPIST & HEAVILY INVOLVED IN RECREATIONAL ACTIVITIES (INCLUDING SPORTS, RUNNING, TRIATHLONS, ETC);

SIGNATURE Michael Nelson

DATE 6/7/16 (Applications held 6 months)

For Office Use Only

Appointment Date _____

Board _____

Rev. 05/13

CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: June 28, 2016	Submitting Department:	Legislative
Meeting Date: July 5, 2016	Department Director:	Mayor Rust
	Presenter:	Mayor Rust

SUBJECT: Reappointment to the Tree Board

BACKGROUND/ALTERNATIVES
Mayor Rust recommends the reappointment of Misti Zimmerman to the Parks & Recreation's Tree Board for a three (3) year term beginning in July of 2016 and terminating in July of 2019.

ATTACHMENTS
Misti Zimmerman's volunteer form

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
None

SUGGESTED MOTION
I MOVE to confirm the Mayor's reappointment of Misti Zimmerman to the Parks & Recreation's Tree Board for a three (3) year term beginning in July of 2016 and terminating in July of 2019.

CITY of GREEN RIVER
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WYOMING

BOARDS – COMMISSIONS - COMMITTEES

VOLUNTEER APPLICATION

YOUR CONTACT INFORMATION

NAME: Misti Zimmerman
MAILING ADDRESS: 485 N 7th W.
STREET ADDRESS: Green River
CITY & ZIP CODE: WY 82935
PHONE(S): 307 875 6231
E-MAIL ADDRESS: mkz1964@yahoo.com

AREAS OF INTERESTS

- [ ] BUILDING CODE BOARD OF APPEALS
- [ ] COMBINED COMMUNICATIONS JOINT POWERS
- [ ] GREEN RIVER AIRPORT TASK FORCE
- [ ] GREEN RIVER ARTS COUNCIL
- [ ] GR HISTORIC PRESERVATION COMMISSION
- [ ] JOINT POWERS TELECOMMUNICATIONS BOARD
- [ ] JOINT TRAVEL AND TOURISM BOARD
- [ ] JOINT POWERS WATER BOARD
- [ ] PARKS AND RECREATION ADVISORY BOARD
- [ ] PERSONNEL BOARD
- [ ] PLANNING AND ZONING COMMISSION
- [ ] SWEETWATER COUNTY BOARD OF HEALTH
- [ ] TRAFFIC COMMITTEE
- [x] TREE BOARD
- [ ] URA-MAIN STREET BOARD
- [ ] UTILITY BILLING REVIEW COMMITTEE
- [ ] OTHER _____

SPECIAL SKILLS OR QUALIFICATIONS

Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, and other activities including hobbies or sports. Optional: attach résumé.

I have served on the GRMS Broad as well as a volunteer from 2005 - 2013. Tree Board, GR recycling, GR Art on the Green.

SIGNATURE: Misti Zimmerman

DATE: 10/19/16 (Applications held 6 months)

For Office Use Only
Appointment Date _____
Board _____

Rev. 05/13

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 24, 2016	Department: CD – Building Inspection
Meeting Date: July 5, 2016	Department Head: Laura Profaizer
	Presenter: David Allred

Subject:

Consideration on 1st reading an Ordinance amending Chapter 7 of the Green River Code of Ordinances to update to the latest editions of the International Building Code Family and the latest National Electrical Code, and adopting the 2015 International Existing Building Code.

Background/Alternatives:

The latest edition of the International Building Code family has been released for adoption. Per Wyoming State Statute, municipalities who have local jurisdiction must adopt the same codes that the State of Wyoming has adopted. These include the 2015 International Building Code, 2015 International Existing Building Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, 2015 International Fire Code and the 2014 National Electrical Code.

In addition to the above state mandated updates, the ordinance also includes updates to the 2015 International Residential Code (previous adopted version is 2006), 2015 International Plumbing Code (previous adopted version is 2012), and the 2015 International Property Maintenance Code (previous adopted version is 2012).

The City adopts the codes by reference within Chapter 7 of the Code of Ordinances of the City of Green River. Chapter 7 also provides specific added amendments to the codes to make the codes more applicable to Green River. The attached ordinance shows the amendments. Some amendments are staying the same from the previous code versions, but some are amended. In the attached ordinance, the red signifies deletions and the blue signifies additions.

In addition to the specific added amendments, contractors should be aware that there are many additional updates/changes within the new code family that are different from the last editions. It is the contractor's responsibility to stay educated on the latest editions that are adopted in each community. The Community Development Department has a full set of the code books available for any contractor to look at in the office during regular office hours.

Attachments:

Ordinance

Fiscal Impact:

None

Staff Impact:

Minimal – time to educate the public on the changes

Legal Review:

City Attorney approval received on 6/21/16
City Prosecuting Attorney approval received on 6/24/16

Suggested Motion:

I move to approve on first 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.

ORDINANCE NO. 16-_____

AN ORDINANCE AMENDING ARTICLES II THROUGH VIII OF CHAPTER 7 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, ADOPTING AND AMENDING THE ORDINANCE TO UPDATE TO THE MOST RECENT EDITIONS OF THE VARIOUS CODES, AND ADOPTING THE 2015 EXISTING BUILDING CODE.

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

Section 1: That Chapter 7, Article II. Building Code, be and hereby is amended to read as follows:

ARTICLE II. BUILDING CODE

Sec. 7-16. ~~2012~~ 2015 International Building Code adopted; amendments.

a. The ~~2012~~ 2015 International Building Code, including appendices chapters B, and J, are hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

b. The following sections of the ~~2012~~ 2015 International Building Code are amended, deleted or added as follows:

1. Section 101.4 entitled "Referenced Codes" is deleted.
2. Add Section 105.2.14 Detached membrane structures with floor area not exceeding two hundred fifty (250) square feet that meet the following conditions:
   - A. The structure complies with all current zoning requirements as indicated by an approval letter after zoning review.
   - B. No more than one membrane structure per residential lot will be allowed.
   - C. Membrane structures must be factory manufactured units.
   - D. Membrane structures used for vehicle parking or storage shall be placed on and secured to a minimum 3½-inch thick concrete slab, the method of attachment and thickness of concrete at attachment locations shall be as recommended by the manufacturer.
   - E. Membrane structures not used for vehicle parking or storage shall be anchored as recommended by the manufacturer.

~~Section 3 is amended to read as follows:~~

3. Section 903.2.8 entitled "Group R" is amended to read: An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout al buildings with a Group R fire area.

   Exceptions: 1. Detached one- and two- family dwellings and multiple single family dwellings (townhouses) that are constructed in accordance with the International Residential Code for One- and Two- Family Dwellings, and have a floor area of less than 5,000 square feet.

~~Section 4 is amended to read as follows:~~

4. Add Section 1301.1.2 to Chapter 13 of the International Building Code ~~is amended~~ to read as following:

   1301.1.2. Commercial Buildings

   ~~A Comcheck compliance report using the 2012 Edition of the International Energy Conservation Code (IECC)~~ A building energy analysis indicating compliance with the current adopted IECC shall be submitted with the proposed building plans at the time

of application for review and comment. ~~Only the building envelope calculations are required.~~

Exception: IBC Occupancies S-1, S-2, F-1, F-2, & U are exempt ~~for~~ from the above requirement.

~~Section 5 is amended to read as follows:~~

5. Chapter 27 entitled "Electrical" is deleted.

~~Section 6 is amended to read as follows:~~

6. The opening paragraph of Appendix B Section 101.2.2 is amended to read "It is recommended that the board of appeals consist of five (5) individuals, one from each of the following professions or disciplines: the remaining subparagraphs numbered 1 through 5 shall remain the same.

(Ord. No. 1024, § 1, 2-28-77; Ord. No. 85-23, § 1, 9-3-85; Ord. No. 94-4, § 1, 4-5-94; Ord. No. 94-11, § 1, 7-5-94; Ord. No. 00-05, § 1, 6-20-00; Ord. No. 03-07, § 1, 10-7-03; Ord. No. 06-02, § 1, 3-7-06; Ord. No. 07-04, § 1, 8-21-07; Ord. No. 12-09, § 1, 10-17-12)

State Law reference— Authority to adopt building code by reference, W.S. 1977, 15-1-120B.

Sec. 7-17. ~~2006~~ 2015 International Residential Code adopted; amendments.

a. The ~~2006~~ 2015 International Residential Code, including appendices chapters A, B, C, E, F, G and H, excepting those sections specifically deleted or amended herein, are hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

b. The following sections of the ~~2006~~ 2015 International Residential Code are amended, deleted or added as follows:

1. Table R301.2(1) shall be completed with the following information:

Ground Snow Load = 20

Wind Speed = ~~90~~115

Seismic Design Category = C

Weathering = Severe

Frost Line Depth = 42"

Termite = None to slight

Decay = None to slight

Winter Design Temp = -20 F

Ice Shield Underlayment Required = Yes

Flood Hazard = 2000 FIRM

Air Freezing Index = 2282

Mean Annual Temp = 42.7F

2. Section R105 Permits is amended as follows:

A. Section R105.2. "Work exempt from a permit, Building" items 1. and 2. ar amended to read as follows:

1. One-story detached accessory structures, provided that the floor area does not exceed 200 square feet and has a total building height of no more than 10.5 feet.

2. Fences not exceeding 6 feet in height.

B. Section R105.5 entitled "Expiration" is amended to read:

R105.5 Expiration. Building permits will only be issued for the entire project and shall automatically expire one year after date of issuance.

~~A~~1.Building permit extensions may be applied for, and the building inspector may allow the same when good cause is shown. In no case shall a building

permit, including all authorized extensions exceed twenty-four (24) months from the original date of issuance unless the applicant can demonstrate consistent and continuous improvements on the site, in which case, two (2) additional extensions of not more than six (6) months may be permitted.

~~B~~2. Upon expiration of the building permit and any extensions thereto, all further construction activity on the project must stop. If the project is still incomplete the permit holder shall have ten (10) days to disassemble the structure unless an extension is granted by the city council at a regular public hearing. Failure to do so may result in the city removing the structure and all resulting costs incurred by the city shall be billed to the permit holder.

~~C. Appeals of the building inspector's decision to deny a building permit shall filed with the Board of Adjustment in accordance with the requirements of the Green River Code.~~

3. Section R302 Fire-Resistant Construction is amended as follows:

A. Section R302.2 entitled "Townhouses" is amended by adding an option 3 to read as follows: "The separation provisions may be obtained by either two 1-hour walls or one 2-hour wall."

B. Section R302.13 entitled "Fire protection of floors" is deleted in its entirety.

4. Section R313 Automatic Fire Sprinkler Systems is amended as follows:

A. Section 313.1 entitled "Townhouse automatic fire sprinkler systems" is deleted in its entirety.

B. The opening paragraph of Section R131.2 entitled "One- and two-family dwellings automatic fire systems" is amended to read "An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings and townhouses that are constructed in accordance with the International Residential Code for One- and Two- Family Dwellings, and have a floor area of less than 5,000 square feet.

5. Section R403.1.1 is amended to read, "Minimum size, Footings shall be at least 8" x 16" and be provided with a minimum of 3 - #4 bars in the footing."

~~4~~6. Section R404.1.2 is amended to read, "Concrete Foundation Walls. Concrete Foundation walls shall be minimum 8" thick and reinforced with #4 bars 18" on center vertically and horizontally, unless designed by a registered design professional."

~~5~~7. Section ~~R404.1~~R404.1.1 entitled "Design required" is amended by adding a third condition to read as follows: "3.~~6~~. Foundation walls built to City standards."

~~6. Section M1601.3.1 is amended by adding "Exemption: Ducts located entirely within the conditioned space."~~

~~7. Section N1102, Table N1102.1 is amended as follows:~~

~~Wood Frame Wall~~	~~R-Value~~	~~21~~
~~Mass Wall~~	~~R-Value~~	~~21~~
~~Floor~~	~~R-Value~~	~~21~~
~~Crawl Space~~	~~R-Value~~	~~20~~

8. Delete Table R602.7.5 and replace with the American Wood Council recommendations RB229-16 as follows:

MINIMUM NUMBER OF FULL HEIGHT STUDS AT EACH END OF HEADERS IN EXTERIOR WALLS[a]

Maximum Header Span (Feet)	Ultimate Design Wind Speed and Exposure Category	
	<140 MPH, Exposure B Or <130 mph, Exposure C	<130 mph, Exposure B[b]
4	1	1

6	2	1
8	2	1
10	3	2
12	3	2
14	3	2
16	4	2
18	4	2

[a]For header spans between those given above, use the minimum number of full-height studs associated with the larger header span.

[b]The tabulated minimum number of full-height studs is applicable where Jack studs are provided to support the header at each end in accordance with 602.7.1(1). Where a framing anchor is used to support the header in lieu of a jack stud in accordance with footnote "d" of Table 602.7(1), the minimum number of full height studs at each end of a header shall be in accordance with the requirements for wind speed > 140 mph, exposure.

(Ord. No. 03-07, § 2, 10-7-03; Ord. No. 06-02, § 2, 3-7-06; Ord. No. 07-04, § 2, 8-21-07)

Editor's note— Ord. No. 03-07, § 2, adopted Oct. 7, 2003, amended § 7-17 to read as set forth herein. Formerly, § 7-17 pertained to amendments to the Uniform Building Code and derived from Ord. No. 1024, §§ 3—9, adopted Feb. 28, 1977, Ord. No. 85-23, §§ 2—6, adopted Sept. 3, 1985, and Ord. No. 00-05, § 2, adopted June 20, 2000.

Sec. 7-18. Reserved.

Editor's note— Ord. No. 07-04, § 3, adopted Aug. 21, 2007, repealed § 7-18, which pertained to foundations and derived from Ord. No. 94-4, § 4, adopted Apr. 5, 1994; and Ord. No. 96-10, § 1, adopted Oct. 1, 1996.

Sec. 7-19. Structures built at the city horse corrals exempt.

Structures built for the sole purpose of housing animals upon land located within the area designated as the City Horse Corrals are specifically exempted from the requirements set forth in this chapter.

(Ord. No. 97-3, § 1, 6-2-97)

Secs. 7-20.~~—7-30.Reserved.~~ 2015 International Existing Building Code adopted.

The 2015 International Existing Building Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

Secs 7-21 -- 7-30. Reserved

Section 2: That Chapter 7, Article III. International Plumbing Code, be and hereby is amended to read as follows:

ARTICLE III. INTERNATIONAL PLUMBING CODE

Sec. 7-31. ~~2012~~ 2015 International Plumbing Code adopted; amendments.

a. All plumbing within the city shall be installed, repaired and maintained in accordance with the ~~2012~~ 2015 International Plumbing Code, including all appendices. The ~~2012~~ 2015 International Plumbing Code is hereby adopted by reference and incorporated herein as part of

this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

b. The following sections of the 2015 International Plumbing Code ~~Sections 305.6 305.4 Freezing and 305.6.1 305.4.1 Sewer depth of the International Plumbing Code~~ are hereby amended to read as follows:

1. Section ~~305.6 305.4~~ 305.4 entitled "Freezing" shall be amended to read as follows: ~~Freezing.~~ Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 72" inches below grade.

2. Section 305.4.1. entitled "Sewer depth" shall be amended to read as follows: ~~305.6.1 305.4.1 Sewer depth.~~ Building sewers shall be a minimum of 42 inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both.

(Ord. No. 1024, § 10, 2-28-77; Ord. No. 94-4, § 2, 4-5-94; Ord. No. 00-05, § 3, 6-20-00; Ord. No. 03-07, § 3, 10-7-03; Ord. No. 07-04, § 4, 8-21-07; Ord. No. 12-09, § 2, 10-17-12)

State Law reference— Authority to adopt plumbing code by reference, W.S. 1977, 15-1-120.

Sec. 7-32. Reserved.

Editor's note— Section 8 of Ord. No. 85-23, adopted Sept. 3, 1985, repealed § 7-32, concerning plumbing permit fees, as derived from § 11 of Ord. No. 1024, adopted Feb. 28, 1977.

Secs. 7-33—7-45. Reserved.

Section 3: That Chapter 7, Article IV. International Mechanical Code, be and hereby is amended to read as follows:

ARTICLE IV. INTERNATIONAL MECHANICAL CODE

Sec. 7-46. ~~2012~~ 2015 International Mechanical Code adopted.

All heating systems, ventilating systems, cooling systems, refrigeration systems, incinerators or other miscellaneous heat-producing appliances within the city shall be installed, repaired and maintained in accordance with the ~~2012~~ 2015 International Mechanical Code, including all appendices. The ~~2012~~ 2015 International Mechanical Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 00-05, § 4, 6-20-00; Ord. No. 03-07, § 4, 10-7-03; Ord. No. 07-04, § 5, 8-21-07; Ord. No. 12-09, § 3, 10-17-12)

Secs. 7-47—7-60. Reserved.

Section 4: That Chapter 7, Article V. Property Maintenance Code, be and hereby is amended to read as follows:

ARTICLE V. PROPERTY MAINTENANCE CODE

Sec. 7-61. ~~2012~~ 2015 International Property Maintenance Code adopted.

The ~~2012~~ 2015 International Property Maintenance Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

a. That section 302.4 of the ~~2012~~ 2015 International Property Maintenance Code is amended to read, "Twelve (12) inches as the maximum weed height."

b. Delete 304.14 Insect screens.

c. Delete 602.3 Heat supply.

d. Delete 602.4 Occupiable work spaces.

(Ord. No. 1024, § 2, 2-28-77; Ord. No. 94-4, § 3, 4-5-94; Ord. No. 00-05, § 5, 6-20-00; Ord. No. 03-07, § 5, 10-7-03; Ord. No. 07-04, § 6, 8-21-07; Ord. No. 12-09, § 4, 10-17-12)

State Law reference— Authority to adopt codes by reference, W.S. 1977, 15-1-120.

Secs. 7-62—7-75. Reserved.

Section 5: That Chapter 7, Article VI. National Electrical Code, be and hereby is amended to read as follows:

ARTICLE VI. NATIONAL ELECTRICAL CODE

Sec. 7-76. ~~2011~~ 2014 National Electrical Code (NEC) adopted.

The National Electrical Code as promulgated by NFPA 70, the latest edition as adopted by the Wyoming State Fire Marshal's Office is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file at all times in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 03-07, § 6, 10-7-03; Ord. No. 07-04, § 7, 8-21-07; Ord. No. 08-05, § 1, 7-17-08; Ord. No. 12-09, § 5, 10-17-12)

Secs. 7-77—7-90. Reserved.

Section 6: That Chapter 7, Article VII. International Fuel Gas Code, be and hereby is amended to read as follows:

ARTICLE VII. INTERNATIONAL FUEL GAS CODE

Sec. 7-91. ~~2012~~ 2015 International Fuel Gas Code adopted.

The ~~2012~~ 2015 International Fuel Gas Code is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 03-07, § 7, 10-7-03; Ord. No. 07-04, § 8, 8-21-07; Ord. No. 12-09, § 6, 10-17-12)

Secs. 7-92—7-105. Reserved.

Section 7: That Chapter 7, Article VIII. International Fire Code, be and hereby is amended to read as follows:

ARTICLE VIII. INTERNATIONAL FIRE CODE

Sec. 7-106. ~~2012~~ 2015 International Fire Code adopted.

The ~~2012~~ 2015 International Fire Code, including appendix chapters A, B, C, D, E, F, and G, is hereby adopted by reference and incorporated herein as part of this section as fully as if completely set out herein. One copy of such code shall be kept on file in the office of the city clerk or city building inspector for examination and inspection.

(Ord. No. 03-07, § 8, 10-7-03; Ord. No. 07-04, § 9, 8-21-07; Ord. No. 12-09, § 7, 10-17-12)

Secs. 7-107—7-119. Reserved.

Sec. 7-120. Penalty.

Anyone convicted of violating any section of this chapter shall be punished by a fine of not more than seven hundred fifty dollars ($750.00), to which the court may add restitution for costs incurred by the city. Any person who commences any work before obtaining the necessary permit(s) may be subject to an investigation fee as determined by the community development director or senior building inspector and his/her designee. The investigation fee shall be one hundred dollars ($100.00) or equal to twice the permit fee, whichever is greater.

(Ord. No. 06-02, § 3, 3-7-06; Ord. No. 12-09, § 7, 10-17-12)

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2016.

_____
Pete Rust, Mayor

ATTEST:

_____
Chris Meats, City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 6-27-2016	Department: URA/Main Street Agency
Meeting Date: 7-5-2016	Department Head: URA/Main Street Board
	Presenter: Jennie Melvin

Subject: *Consideration of a Resolution approving the 2016 M.E.E.T. in Green River Urban Renewal Plan for the Urban Renewal Areas identified as the Central Business District and the River Corridor District.*

Background/Alternatives: *In accordance with Wyoming Statute Title 15, Chapter 9, Article 1 Urban Development, the Green River URA/Main Street Agency has prepared an Urban Renewal Plan for the areas designated as the Central Business District and the River Corridor District. These areas were designated by the Governing Body through Resolution 13-44. The purpose of the M.E.E.T. in Green River Urban Renewal Plan is to reduce, eliminate and prevent the spread of blight within the described areas. In order to ensure statutory consistency with the general plan of the City of Green River, the Goals and Policies of this URA Plan were adapted directly from the Green River Comprehensive Master Plan (2012), Chapter 5 (Active Downtown and Riverfront).*

Attachments:
Resolution
M.E.E.T. in Green River Urban Renewal Plan
Planning & Zoning Commission Letter of Recommendation

Fiscal Impact: *This Urban Renewal Plan was prepared internally, saving the City approximately $33,000.*

Staff Impact: *N/A*

Legal Review:
Pending

RESOLUTION NO. R16-25

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, APPROVING THE "2016 M.E.E.T. IN GREEN RIVER URBAN RENEWAL PLAN".

WHEREAS, the City of Green River, Wyoming by Resolution No. R02-64 determined that there exists one or more slum or blighted areas within the municipality and that the rehabilitation, conservation, redevelopment, or a combination of thereof, of the area or areas is necessary, in the interest of the public health, safety, morals or welfare of the residents of the municipality; and,

WHEREAS, the City of Green River, Wyoming by Resolution No. R11-53 established an Urban Renewal Main Street Agency to exercise its powers as specified in the Wyoming Urban Renewal Code, W.S. §§ 15-9-101 through 15-9-137; and,

WHEREAS, the City of Green River, Wyoming by Resolution No. R11-53 established the Urban Renewal Main Street Agency's "Area of Operation" as the area within the corporate limits of the municipality and the area within five (5) miles of those limits as stated in W.S. § 15-9-103(ii); and,

WHEREAS, the City of Green River, Wyoming by Resolution No. R13-44 established the Urban Renewal Area Boundary for the Central Business District and River Corridor District; and,

WHEREAS, the City of Green River Urban Renewal/Main Street Agency has prepared the "2016 M.E.E.T. in Green River Urban Renewal Plan" in accordance with W.S. § 15-9-103(a)(xviii) and W.S. §§ 15-9-107 through 15-9-111; and,

WHEREAS, at a public meeting on June 8, 2016, the Planning and Zoning Commission of the City of Green River certified the "2016 M.E.E.T. in Green River Urban Renewal Plan" to be in conformance with the Green River Comprehensive Plan; and,

WHEREAS, after due and proper notice being given in accordance with W.S. § 15-9-109 the Governing Body of the City of Green River held a public hearing on the "2016 M.E.E.T. in Green River Urban Renewal Plan"; and,

WHEREAS, following the hearing specified in W.S. 15-9-109, the Governing Body voted to approve the "2016 M.E.E.T. in Green River Urban Renewal Plan" and therefore finds in accordance with W.S. § 15-9-110 that:

1. There will be no relocation or displacement of families from the urban renewal area;
2. The urban renewal plan conforms to the general plan of the municipality as a whole;
3. The urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood

improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan;

4. The urban renewal plan affords maximum opportunity, consistent with the municipality's needs, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.
5. Within the Urban Renewal Area:
    a. Nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives;
    b. Acquisition may require the exercise of governmental action as provided in this chapter, because of:
        i. Defective or unusual conditions of title;
        ii. Diversity of ownership;
        iii. Tax delinquency;
        iv. Improper subdivisions;
        v. Outmoded street patterns;
        vi. Deterioration of site;
        vii. Economic disuse;
        viii. Unsuitable topography or faulty lot layouts;
        ix. Need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements; or,
        x. Any combination of factors specified in this subparagraph or other conditions which retard development of the area.

NOW, THEREFORE, BE IT RESOLOVED BY THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, THAT:

Section 1. The Governing Body of the City of Green River finds that the "2016 M.E.E.T. in Green River Urban Renewal Plan" meets the statutory findings of W.S. § 15-9-110.

Section 2. That the Governing Body of the City of Green River hereby approves the "2016 M.E.E.T. in Green River Urban Renewal Plan".

Section 3. This resolution shall be effective immediately upon its adoption.

PASSED AND APPROVED this _____ day of _____, 2016

_____
Pete Rust, Mayor

ATTEST:

_____
Chris Meats, City Clerk

M.E.E.T. in Green River

Main Street, Expedition, Expansion, and Transformation

An Urban Renewal Plan for the Central Business and River Corridor Urban Renewal Areas

Adopted _____, 2016

M.E.E.T in Green River Urban Renewal Plan

GREEN RIVER URA/MAIN STREET BOARD

AND THE

CITY OF GREEN RIVER

JULY 2016

URBAN RENEWAL/MAIN STREET AGENCY

Robert Berg, Chair
, Vice-Chair
, Treasurer
, Secretary
Jennie Melvin, URA/Main Street Administrator

GREEN RIVER GOVERNING BODY

Pete Rust, Mayor
Allan Wilson, President
Mark Peterson
Ted Barney
Lisa Maes
Gary Killpack
Brett Stokes

PLANNING & ZONING COMMISSION

Jim Steiss, Chairman
Michael Brown, Vice-Chairman
Tom Christiansen
Scott Travis
Tina Semon
Joe Killpack

CITY STAFF

Reed Clevenger, City Administrator
Laura Profaizer, Community Development Director
Jason Brown, GIS Specialist

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Introduction

The M.E.E.T. in Green River Urban Renew Plan (the "Plan") has been prepared by the City of Green River Urban Renewal/Main Street Agency ("the URA") for the City of Green River (the "City"). It will be carried out by the URA and the City of Green River, pursuant to the provisions of Wyoming State Statute, Title 15, Chapter 9, Article 1 Urban Development (hereafter cited as the "Wyoming Urban Renewal Code").

Statutory Provisions

The Wyoming Urban Renewal Code begins with the establishment of the following Legislative Findings (W.S. 15-9-102) which form the foundation of this Plan:

(a) It is hereby found and declared that there exists in municipalities of the state slum and blighted areas (as herein defined) which constitute a serious and growing menace, injurious to the public health, safety, morals and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous municipal burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests the sound growth of municipalities, retards the provision of housing accommodations, aggravates traffic problems and substantially impairs or arrests the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern.

(b) It is further found and declared that certain slum or blighted areas, or portions thereof, may require acquisition, clearance, and disposition subject to use restrictions, as provided in this act, since the prevailing conditions of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this act, be susceptible to conservation or rehabilitation in such a manner that the conditions and evils hereinbefore enumerated may be eliminated, remedied or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized, and the cooperation and voluntary action of the owners and tenants of property in such areas.

(c) It is further found and declared that the powers conferred by this act are for public uses and purposes for which public money may be expended and the power of eminent domain and police power exercised; and that the necessity in the public interest for the provisions herein enacted is hereby declared as a matter of legislative determination.

To address these legislative findings, the Wyoming Urban Renewal Code provides a means for the governing body of a municipality to develop and implement strategies for rehabilitation and redevelopment of the community through a "workable program". Wyoming Statute 15-9-105 reads:

"For the purposes of this chapter a municipality may formulate for itself a workable program for utilizing appropriate private and public resources to: eliminate and prevent the development or spread of slums and urban blight; encourage needed urban rehabilitation; provide for the redevelopment of slum and blighted areas; or, undertake any of those activities or other feasible municipal activities as may be suitably employed to achieve the objectives of a workable program. A workable program may include provisions for the: prevention of the spread of blight through diligent enforcement of housing, zoning and occupancy controls and standards; rehabilitation or conservation of slum and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds and other public improvements, encouraging voluntary rehabilitation and compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of slum and blighted areas or portions thereof."

W.S. 15-9-113 provides a specific list of the general powers granted to a municipality that are necessary to carry out the purposes and provisions of the Wyoming Urban Renewal Code. These can be found in **Appendix A**.

In accordance with W.S. 15-9-133, and further detailed in W.S. 15-9-134, a municipality may itself exercise its urban renewal powers, or the municipality may elect to have its urban renewal powers exercised by an Urban Renewal Agency. However, even if a municipality elects to exercise its powers through an Urban Renewal Agency, the following urban renewal powers cannot be transferred to the Urban Renewal Agency. Such powers remain with the municipality and shall be acted on by the Governing Body accordingly:

- ***The determination of an area to be a slum or blighted area or combination thereof and the designation of an area as appropriate for an urban renewal project;***
- ***Approval of urban renewal plans and modifications thereof;***
- ***General neighborhood plans and communitywide plans or programs for urban renewal;***
- ***Establishment of a general plan for the locality as a whole;***
- ***The powers to formulate a workable program under W.S. 15-9-105; and lastly,***
- ***A municipality shall not delegate to an urban renewal agency or a board or commission, the power to acquire by condemnation real property within the boundaries of an urban renewal area.***

Green River Urban Renewal History

On December 3, 2002, the Governing Body of the City of Green River passed and approved Resolution R02-64 ***(Appendix B)*** finding that "one or more slum or blighted areas exist in the municipality" and "the rehabilitation, conservation, redevelopment, or a combination thereof, of the area or areas is necessary, in the interest of the public health, safety, morals or welfare of the residents of the municipality". Resolution R02-64 also established the first Green River Urban Renewal Agency to exercise the Urban Renewal powers granted to the City of Green River as specified in Wyoming Statutes 15-9-101 through 15-9-137.

On August 16, 2011, the Governing Body of the City of Green River, through Resolution R11-53 ***(Appendix C)*** determined that it was in the best interest of the City of Green River to combine the Urban Renewal Agency with the Green River Main Street Board as recommended within the City of Green River's Strategic Plan. The current City of Green River Urban Renewal/Main Street Agency, thereby, was formed on August 16, 2011 with the passing of Resolution R11-53. Resolution R11-53 further designated the Agency's "area of operation" as the area within the corporate limits of the municipality and the area within five (5) miles of those limits, in accordance with W.S. 15-9-103(ii), and reconfirmed the authorization of the Urban Renewal/Main Street Agency to exercise the City's urban renewal powers.

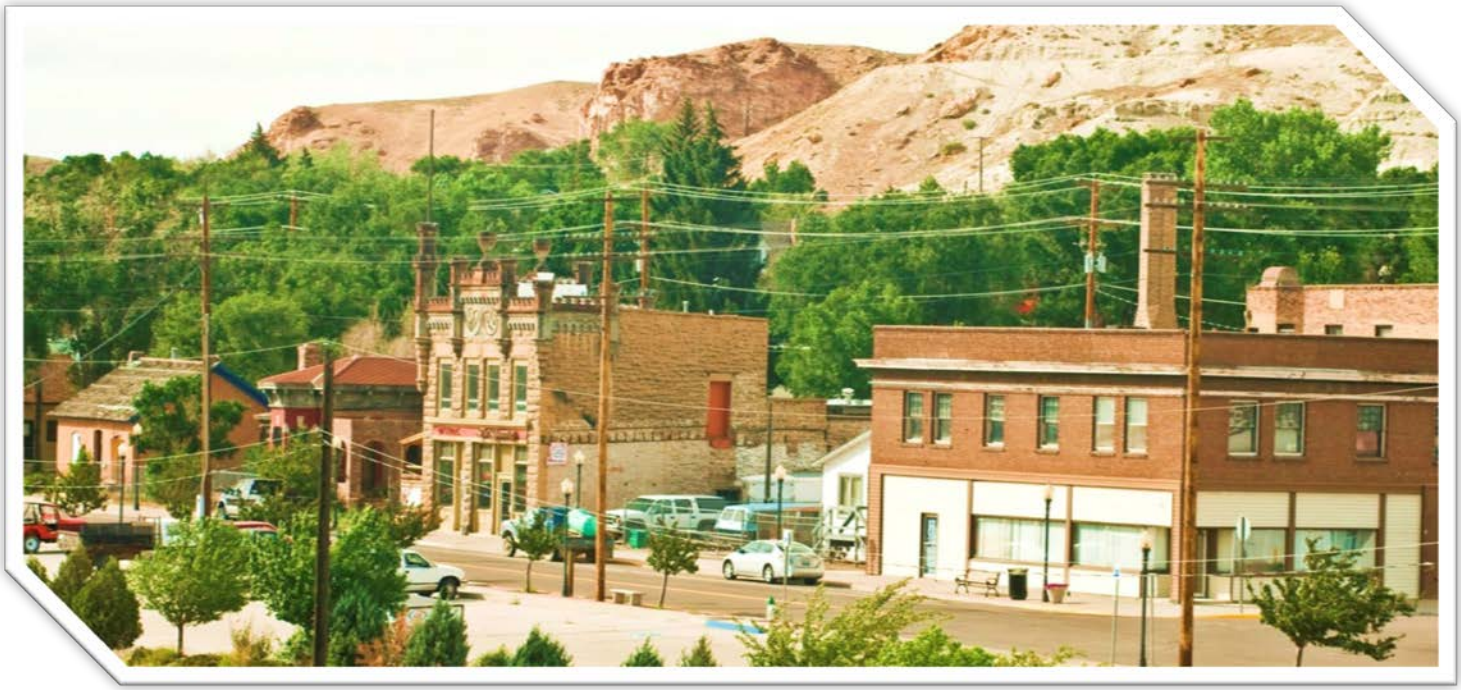
On April 1, 2014, the City of Green River and the Urban Renewal/Main Street Agency ("Agency") entered into a "Memorandum of Understanding" in which the Agency agreed to "develop urban renewal plans and undertake projects in accordance with the Wyoming Urban Renewal Code." This Plan is hereby drafted in accordance with the Wyoming Urban Renewal Code as agreed to within the April 1, 2014 Memorandum of Understanding between the Urban Renewal/Main Street Agency and the City of Green River, Wyoming.

Plan Adoption

The Wyoming Urban Renewal Code requires the Plan to conform to the general plan of the municipality as a whole and be consistent with definite local objectives respective to appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements. The Plan was submitted to the Planning and Zoning Commission of the City of Green River on June 8, 2016. After consideration of the Plan, the Planning and Zoning Commission made a

recommendation to the Governing Body stating that this Plan is in conformity with the Green River Comprehensive Master Plan ***(Appendix D)***.

Pursuant to the Wyoming Urban Renewal Code, the Governing Body, having published due notice in accordance with W.S. 15-9-109 ***(Appendix E)***, held a public hearing on this Urban Renewal Plan on July 5, 2016. Following the public hearing, the Governing Body of the City of Green River thereby adopted the **"M.E.E.T. in Green River Urban Renewal Plan"** on July 5, 2016, by Resolution No. R16-___. ***(Appendix F)***.



Urban Renewal Areas

Area Adoption

Wyoming Statute Title 15, Chapter 9, Article 1 (Urban Development), enables a municipality to designate an Urban Renewal Area as appropriate for an urban renewal project. "Urban Renewal Area" is defined as ***"a slum area or blighted area or a combination thereof which the local governing body designates as appropriate for an urban renewal project."*** To be considered eligible as an Urban Renewal Area, one or more of the following factors must be demonstrated:

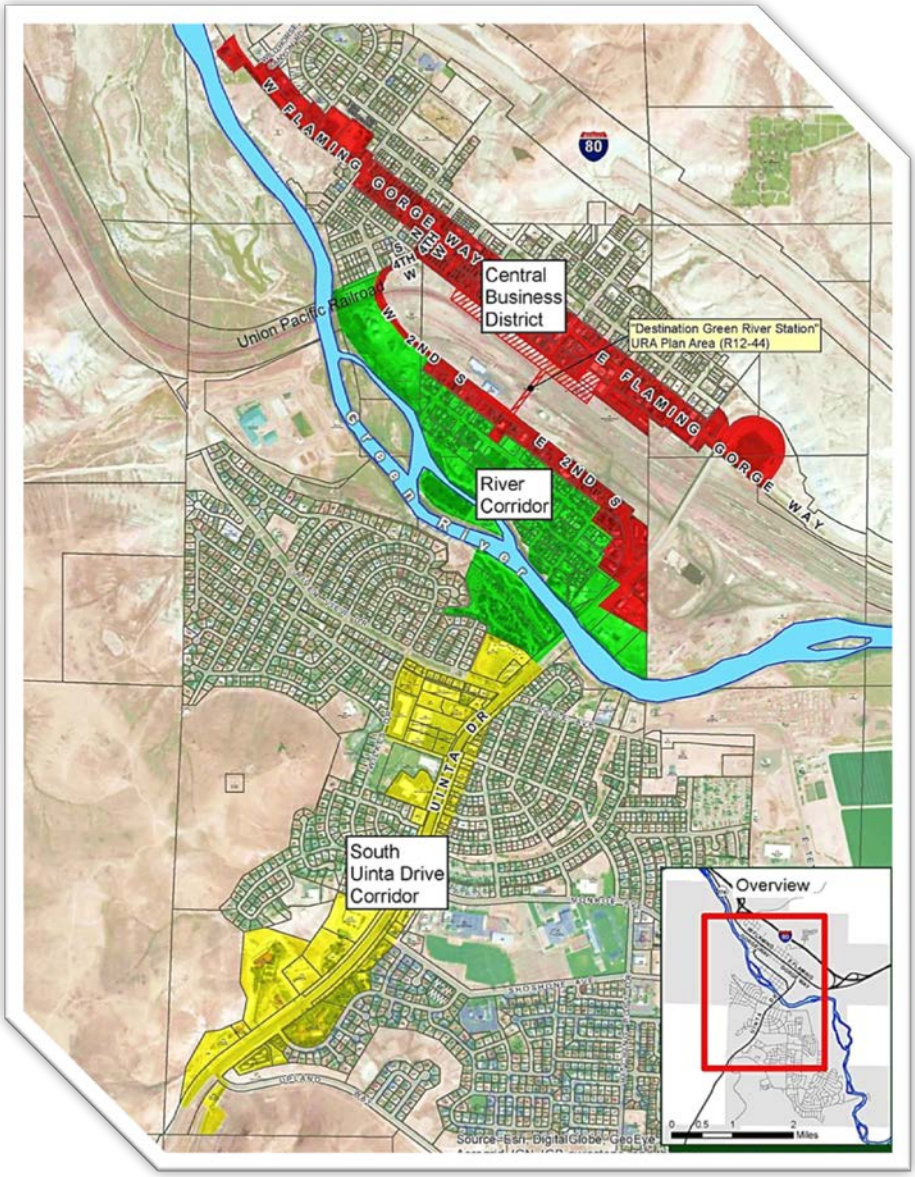
- ***Substantial number of deteriorated or deteriorating structures.***
- ***Predominance of defective or inadequate street layout.***
- ***Faulty lot layout in relation to size, adequacy, accessibility or usefulness.***
- ***Unsanitary or unsafe conditions.***
- ***Deterioration of site or other improvements.***
- ***Diversity of ownership.***
- ***Tax or special assessments.***
- ***Delinquency exceeding the fair value of the land.***
- ***Defective or unusual conditions of title.***
- ***Existence of conditions which endanger life or property by fire and other causes.***
- ***A combination of any of these factors which substantially impairs or arrests the sound growth of a municipality, retards the provisions of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.***

In August of 2013, the Urban Renewal Agency, in conjunction with the City of Green River, performed an eligibility study of three (3) distinct study areas: the Central Business District, the River Corridor District, and the South Uinta Drive Corridor District. Within all three (3) areas, the study showed significant documentation to declare each area as an Urban Renewal Area and therefore appropriate for urban renewal plans and/or projects. On September 17, 2013, the Governing Body of the City of Green River passed Resolution R13-44 ***(Appendix G)*** to adopt the three (3) areas as Urban Renewal Areas, based on the findings provided in the Urban Renewal Area Eligibility Study (September 17, 2013). The three (3) areas are delineated in ***Figure 1: Adopted Urban Renewal Areas***.

This Plan will focus only on two (2) of the adopted Urban Renewal Areas: the Central Business District (Plan Area 1) and the River Corridor District (Plan Area 2). Future planning efforts will address the South Uinta Drive Corridor District. The total area included within this Plan is 222.6 acres, consisting of 358 parcels. The area covered by this Plan is shown in ***Figure 2: M.E.E.T. in Green River Plan Area***.

FIGURE 1:

ADOPTED URA AREA



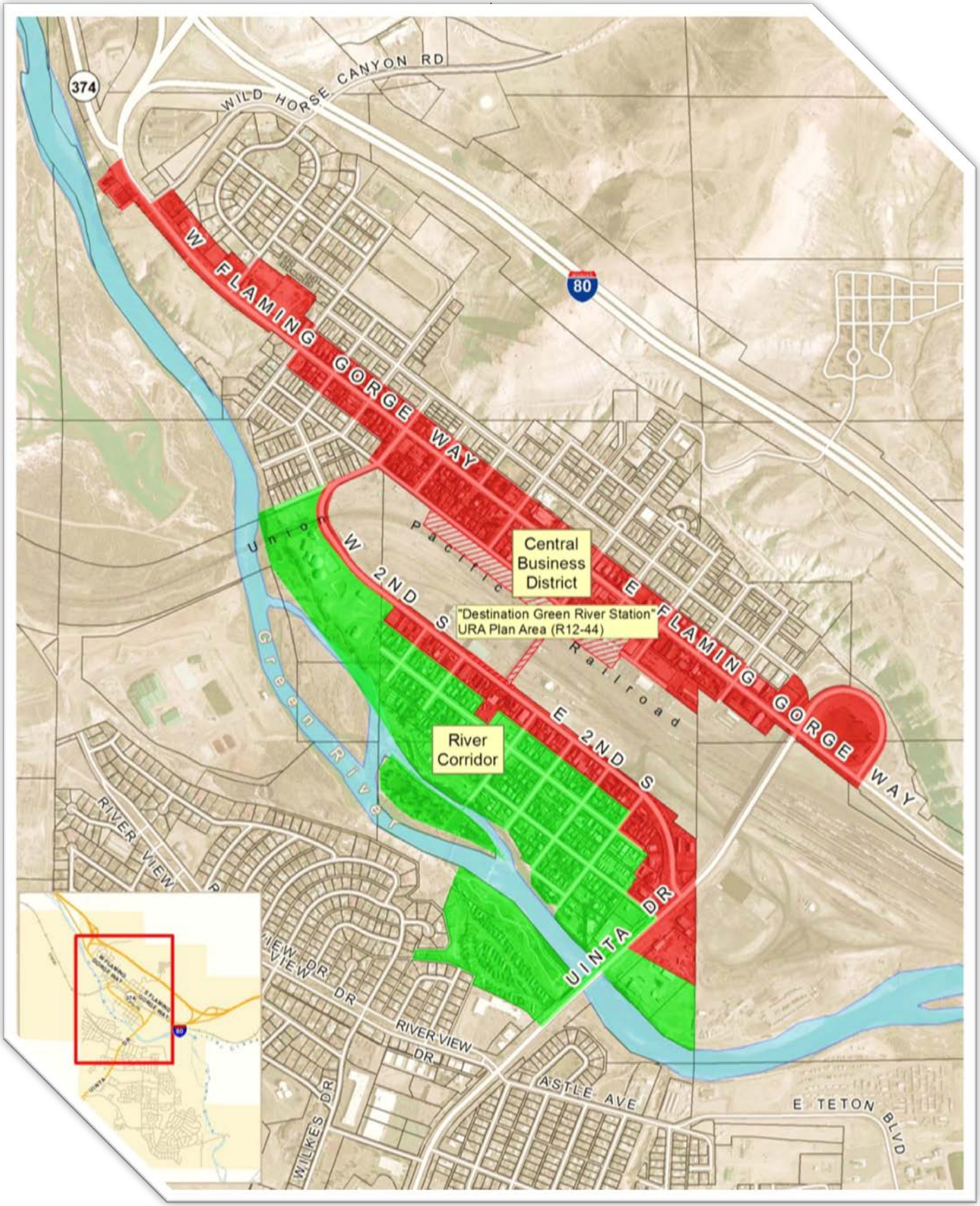


FIGURE 2: M.E.E.T. IN GREEN RIVER PLAN AREA

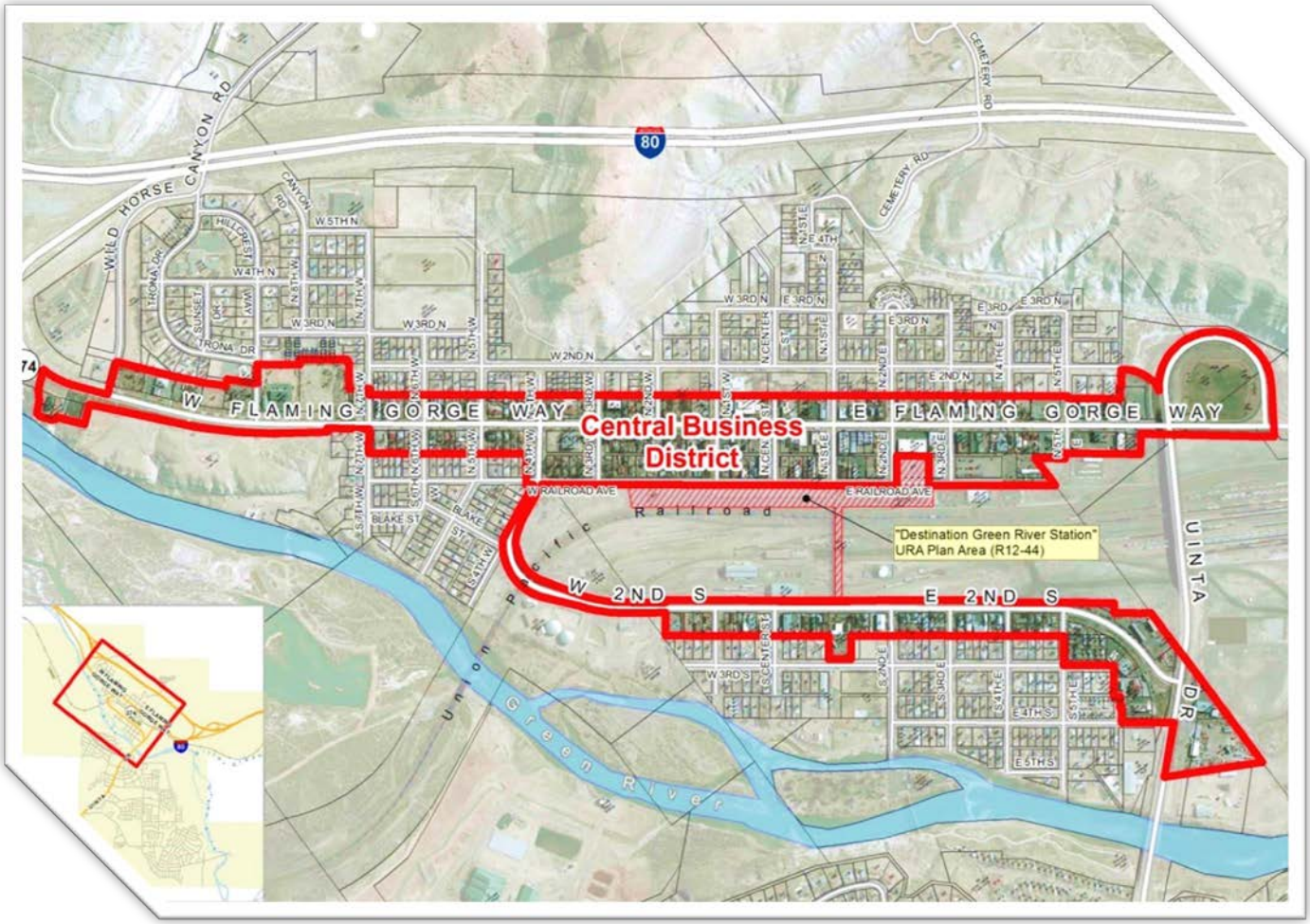


FIGURE 3: CENTRAL BUSINESS DISTRICT (PLAN AREA 1)

Plan Area 1: Central Business District

IN GENERAL:

The Central Business District Urban Renewal Area, as shown in ***Figure 3: Central Business District (Plan Area 1)***, generally includes the properties along Flaming Gorge Way (from the Uinta Drive intersection west to the Visitor Center), properties situated north of Railroad Avenue (from approximately North 4th East to North 4th West), properties situated south of West 2nd South and East 2nd South, and eight (8) commercial properties surrounding the Uinta Drive/East 2nd South Intersection area. Plan Area 1 contains an estimated 116.9 acres consisting of 208 individual land parcels and public rights-of-way. A list of all parcels located within the Central Business District Urban Renewal Area can be found in ***Appendix H***.

Included within this area is the Green River Main Street District. The downtown area of a community (the Main Street District) paints an image of the community's economic health, quality of life, local pride and community history. A healthy downtown creates opportunity for small business development that adds goods and services, provides a stronger tax base and creates an atmosphere that draws people (citizens as well as tourists). The downtown area typically houses the oldest and most valuable historic structures of the

community. To read more about the value of a downtown to a community, refer to the Main Street America website:

www.preservationnation.org/main-street.

Another key area of the Central Business District is the 2nd South Street corridor. In 1936, the Union Pacific Railroad discontinued the street grade railroad crossing at 1st East Street. This was approximately the same time when street traffic was routed to the "subway" which is now the underpass located at the South 4th West/West 2nd South street bend. Since the construction of the underpass, 2nd South Street has been used as a traffic route to go around the railroad, which in turn would also bypass the main street/downtown area. The 2nd South Street corridor is characterized by uneven development patterns. On the westerly end sits the abandoned Water Treatment Facility. The main stretch consists of mixed business and residential uses.

LAND USE:

The land within the Central Business District (Plan Area 1) includes a variety of residential, commercial, mixed use, and parks/other public uses. See ***Figure 4: Central Business District Existing Land Use***. Fourteen percent (14%) of the land use in the area is residential and is comprised mostly of single family structures and a few two-family dwellings. In addition, one percent (1%) of the land is used as mixed-use development in which some businesses in the study area have residential units on the second floor.

Twenty-eight percent (28%) of the land use in the Plan Area 1 is commercial, which is

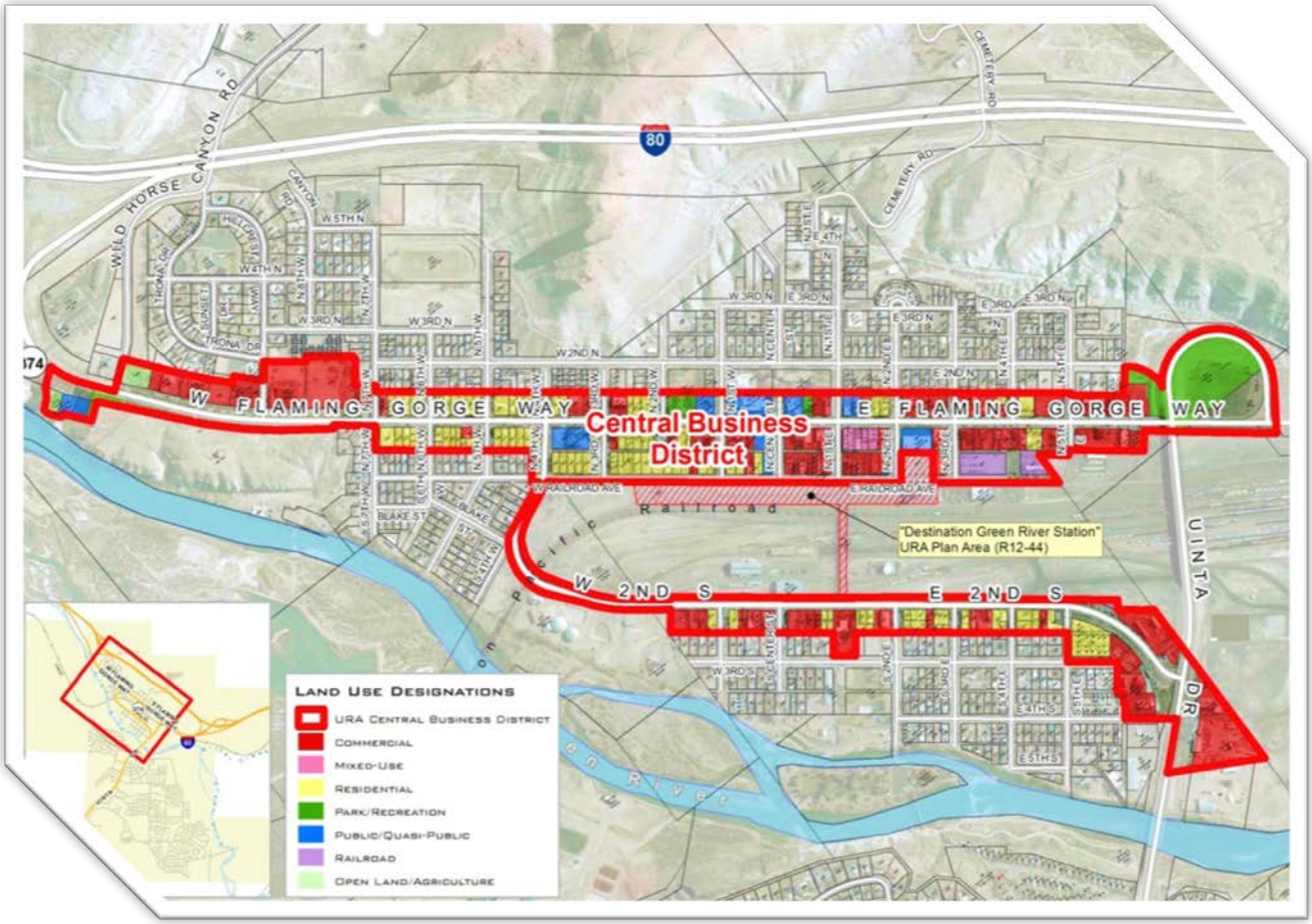


FIGURE 4: CENTRAL BUSINESS DISTRICT EXISTING LAND USE

concentrated along Flaming Gorge Way, Railroad Avenue and South 2nd Street. Examples of commercial uses within this plan area include auto repair and towing, legal offices, title companies, bars, restaurants, gas stations, hair salons and a variety of other small retail and service establishments.

As the County Seat of Sweetwater County, twelve percent (12%) of the land uses in Plan Area 1 are public. These uses include public parks, Green River City Hall, Police Station, Sweetwater County Courthouse and county offices, Green River Visitor Center, and the Sweetwater County Historical Museum. These uses are concentrated along West Flaming Gorge Way. The balance is used as public right-of-way.

ZONING:

Plan Area 1 is comprised of four (4) zoning districts. See ***Figure 5: Central Business District Zoning***. The majority of the zoning along Flaming Gorge Way and 2nd South in the study area is B-1 (General Business District). Within the downtown core area, the properties along Flaming Gorge Way are zoned B-2 (Downtown Business District). Property zoned I-2 (Heavy Industrial) is located southeast of the East 4th South/Uinta Drive intersection.

In reviewing land use and zoning during the field study, several inconsistencies between existing land use and zoning were evident, constituting non-conforming uses. Non-conforming uses generally limit the extent in which properties can be improved upon.

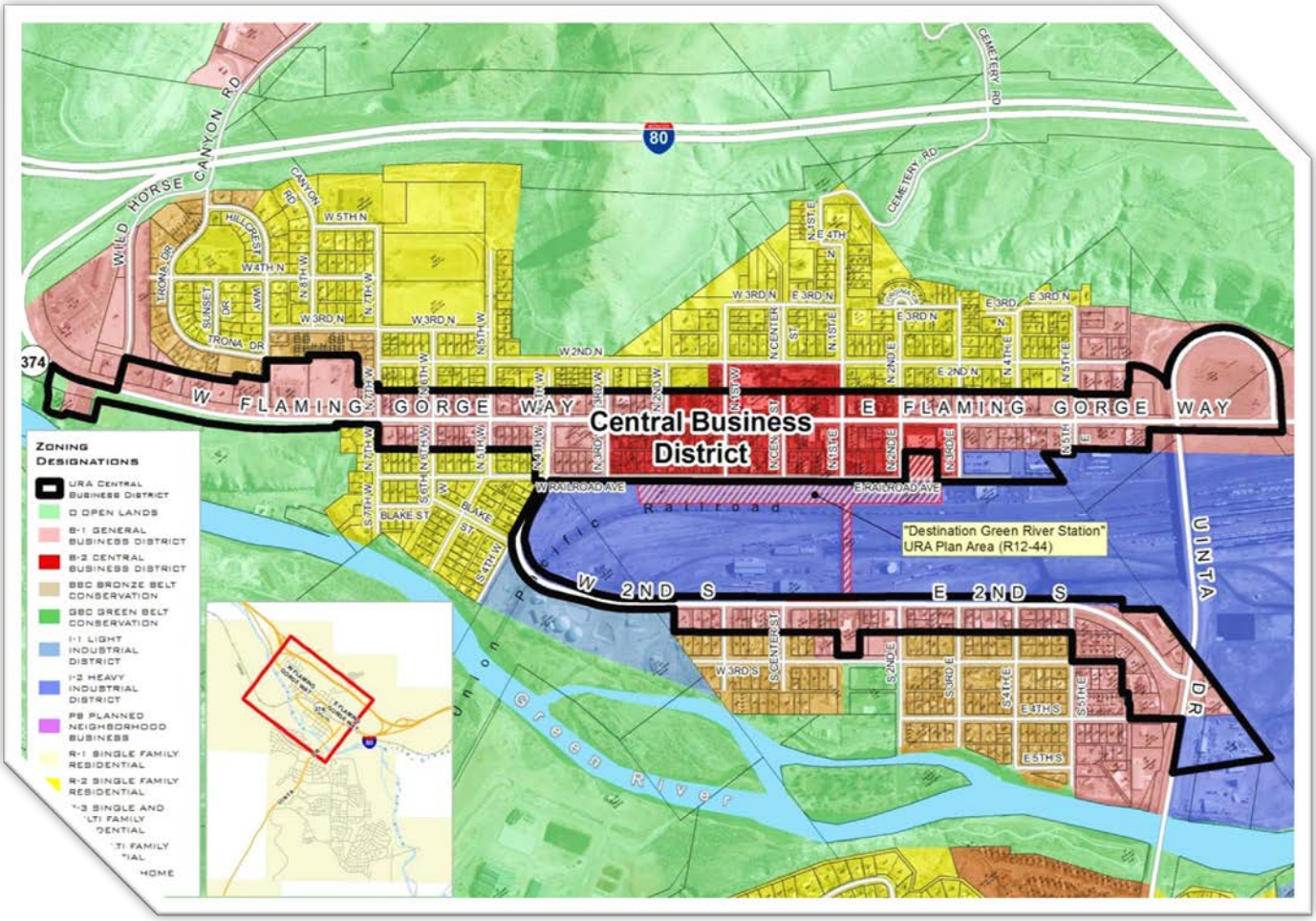


FIGURE 5: CENTRAL BUSINESS DISTRICT ZONING

DEMOGRAPHICS:

Demographic information was compiled for the study area from the 2010 U.S. Census Bureau's website www.census.gov.

Based on the U.S. Census Block Data, Study Area One has a population of 288 residents of which 55% are male and 45% are female.

Of the area's population, 20% of the residents are under the age of 18, 70% are between the ages of 18 and 64, and 10% of the population is 65 years or older.

The racial composition of the Study Area is 77.1% white, 0.7% African American, 0.7% American Indian and Alaska Native, 2.4% Asian, 0% Native Hawaiian and Other Pacific Islander, 16.7% are some other race, and 2.4% are two or more races. About 23% of the area population (any race) is Hispanic or Latino.

The area contains 142 housing units with an occupancy rate of 90%. Of the occupied units, 55% are owner occupied and 45% are occupied by renters.

ELIGIBILITY STUDY FINDINGS:

Within the Central Business District (Plan Area 1), a random sampling of 61 properties (out of the 208 parcels) was taken to complete the Eligibility Study. The sample represents 29% of the total properties within the Central Business District. The sample properties were evaluated based on the factors listed under the Area Adoption section of this chapter, and were then classified into one of three (3) categories: Good, Fair, or Deteriorating/Poor Condition.

Of the 61 sampled properties, 33 were used for residential use, 24 for commercial use, 3 were vacant, and 1 was used for public purposes.

Of the properties sampled, thirteen (13) properties, or 21%, were rated in "good" condition, twenty-four (24) properties, or 39.5%, were rated in "fair" condition, and twenty-four (24) properties, or 39.5%, were rated as "deteriorating/poor" condition.

The following photos were taken within the Central Business District as part of the Eligibility Study to document qualifying conditions found within the area.

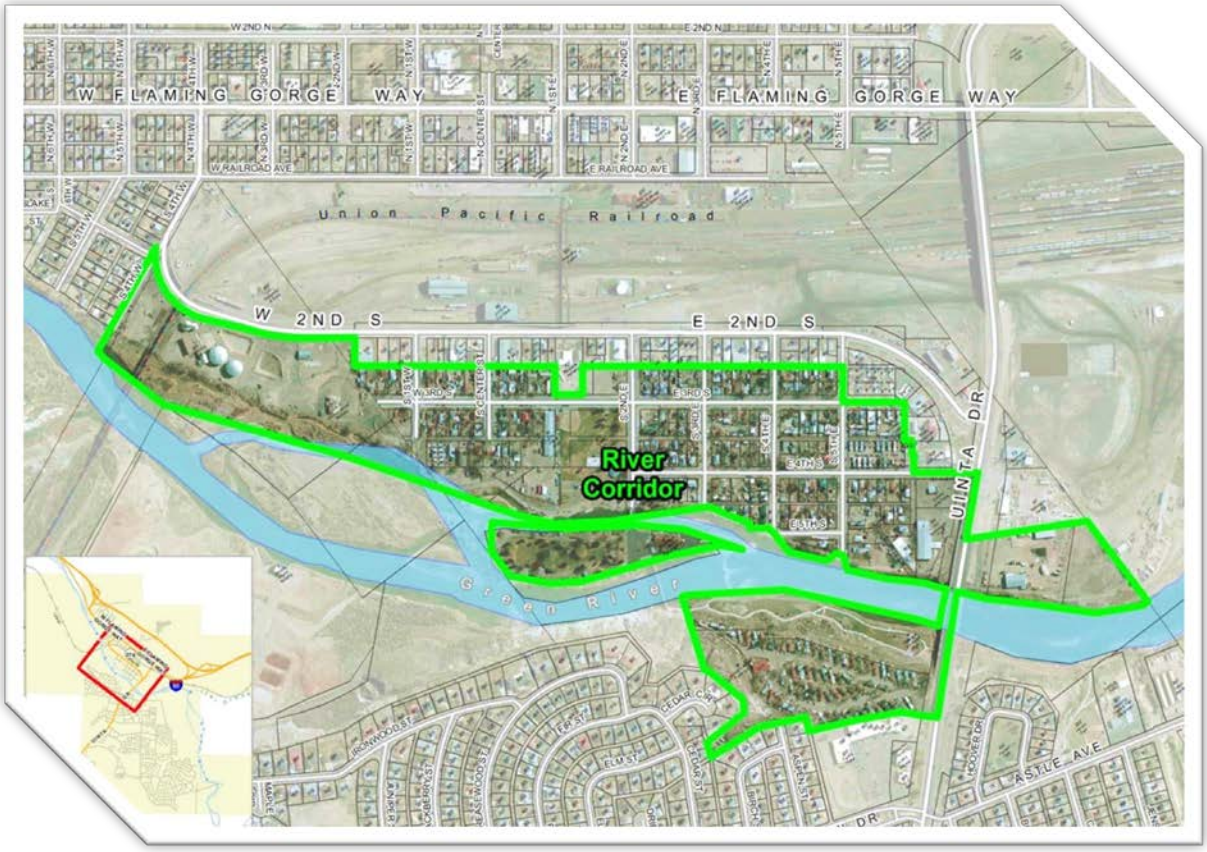


FIGURE 6: RIVER CORRIDOR DISTRICT (PLAN AREA 2)

Plan Area 2: River Corridor District

IN GENERAL:

The River Corridor District (Plan Area 2), as shown in ***Figure 6: River Corridor District (Plan Area 2)***, is generally comprised of properties that are located adjacent to, or near the Green River corridor from the Union Pacific Railroad river-crossing east to the Sweetwater County Road and Bridge and vacant City of Green River property. Plan Area 2 contains an estimated 105.7 acres consisting of 150 individual land parcels and public rights-of-way. A list of all parcels located within Study Area Two can be found in ***Appendix I***.

The namesake of our city (the Green River) has been a valuable asset for as long as the community has been in existence. A significant portion of the community's economic and redevelopment plans focus on maximizing the Green River and its surrounding areas. These plans have already included creating a trail system (including connectivity to downtown) and the expansion of various amenities near or within the river corridor offering recreational opportunities for residents and tourists alike.

LAND USE:

The land within the River Corridor District (Study Area 2) includes a variety of residential, commercial/industrial, and parks/other public uses. See ***Figure 7: River Corridor Existing Land Use***.

The majority of the properties within the River Corridor District are residential, making up thirty-three percent (33%) of the plan area. The majority of the residential structures are single family dwellings and manufactured/mobile

homes (located on individual lots and within non-conforming/grandfathered mobile home parks).

Plan Area 2 also contains public space that is vital to Green River, including Expedition Island and Evers Park. These public areas are gathering places for many City events including Flaming Gorge Days, Crystal Classic, Art on the Green, and River Fest. In addition to the public park space, the City of Green River Parks Shop and the Sweetwater County Road and Bridge facility are also located within this study area. Overall, public space comprises twenty-six (26%) percent of the land with Plan Area 2. Only a limited amount of property within this study area is used for commercial or industrial uses. Twenty percent (20%) of the land uses in the area are commercial or industrial. These uses include the abandoned water treatment facility located on West 2nd South and the U.P.R.R. Environmental Services building (both of which are located on Union Pacific property), and the vacant auto dealership property along Uinta Drive. The balance is used as public right-of-way.

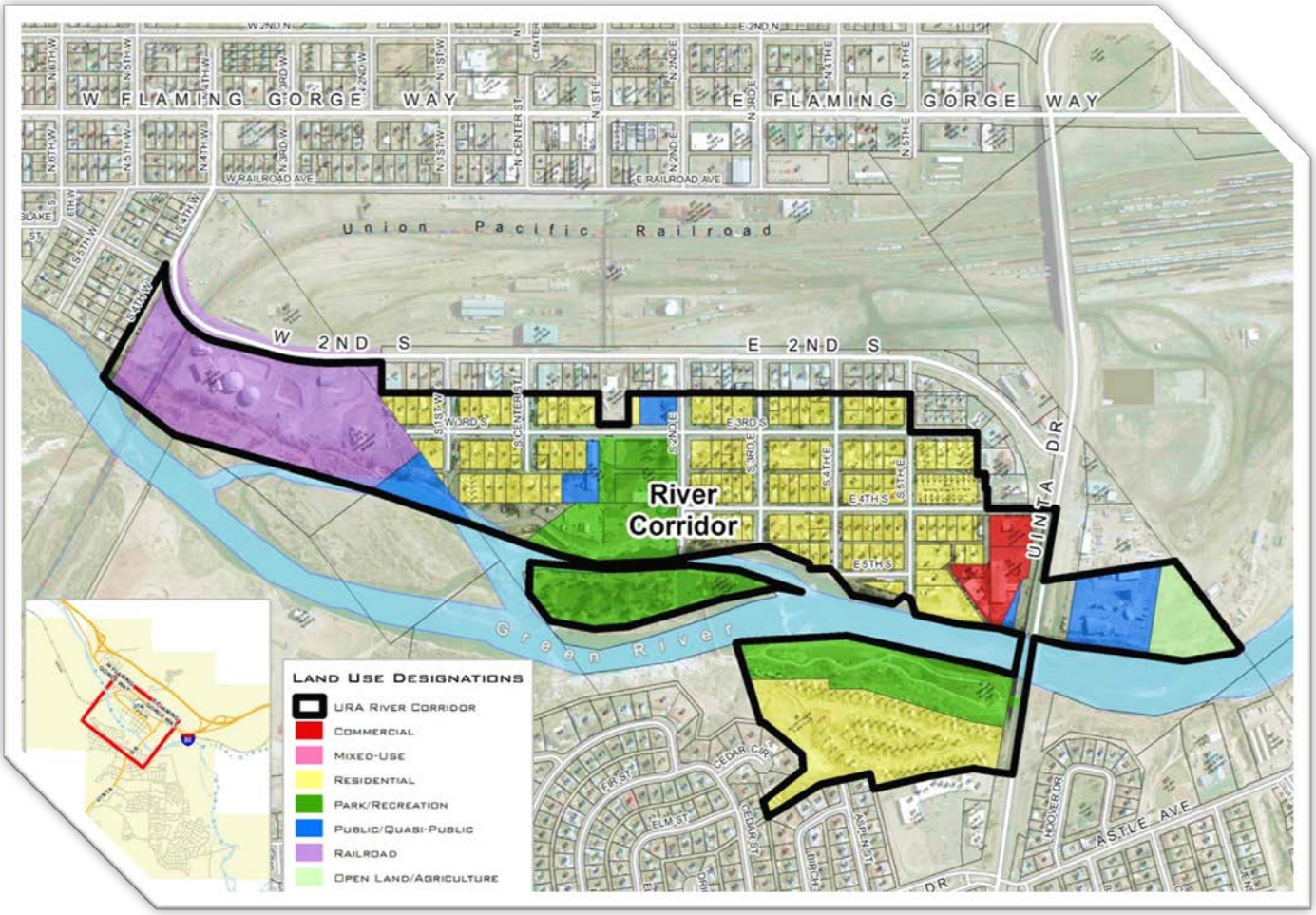


FIGURE 7: RIVER CORRIDOR DISTRICT EXISTING LAND USE

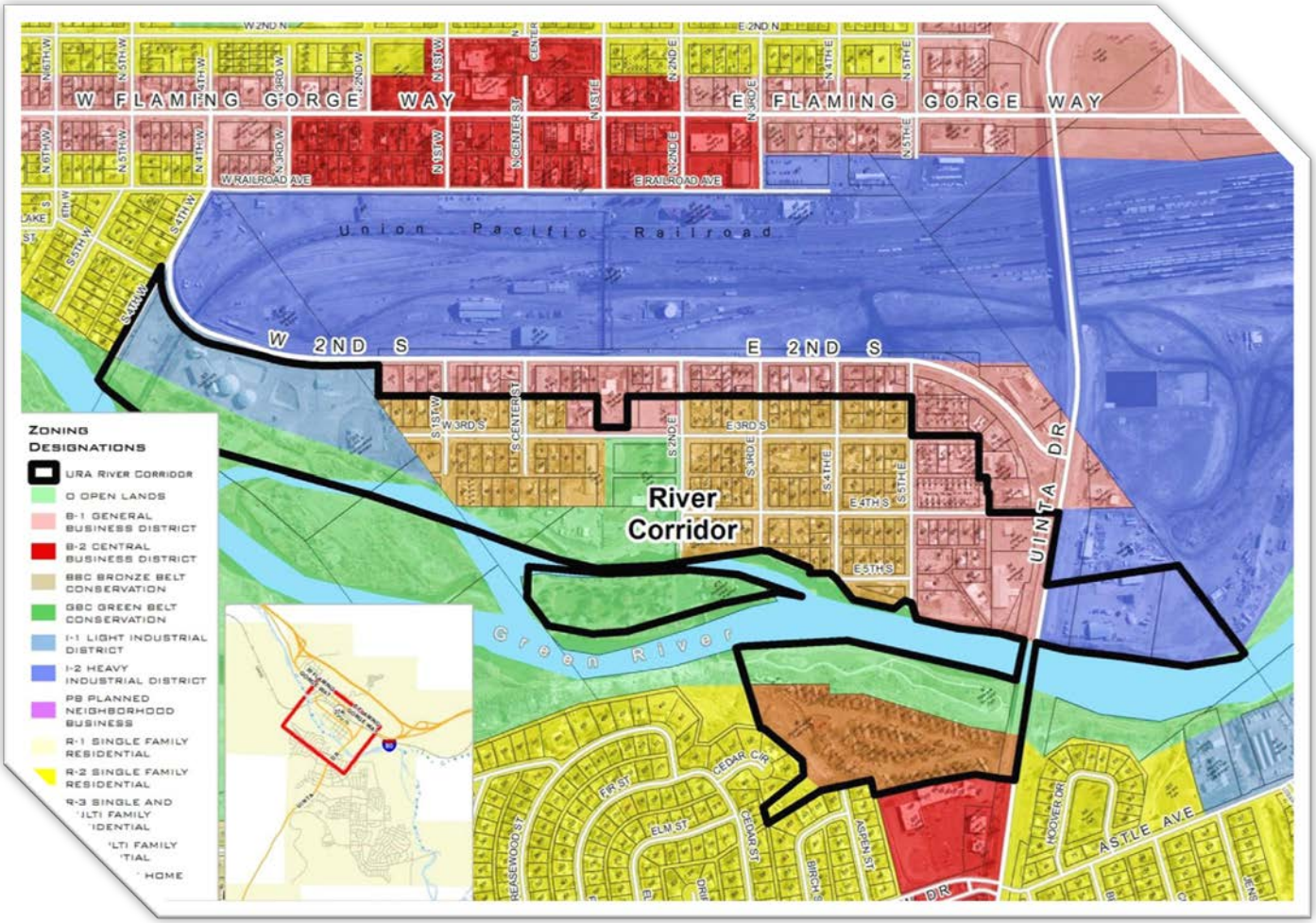


FIGURE 8: RIVER CORRIDOR DISTRICT ZONING

ZONING:

The River Corridor District is comprised of five (5) zoning districts. See ***Figure 8: River Corridor District Zoning***. The majority of the zoning within this area is R-3 (Single and Multi-Family Residential). B-1 (General Business District) Zoning can be found in the area between South 5th East and Uinta Drive. The Union Pacific lands near the underpass on the south side of West 2nd South are zoned I-1 (Light Industrial), while the property zoned I-2 (Heavy Industrial) is located southeast of the East 4th South/Uinta Drive intersection.

In reviewing land use and zoning during the field study, unlike the Central Business District, within the River Corridor District, the zoning is overall relatively consistent with the land use. An exception to this would be the grandfathered mobile home parks which predate the city's zoning ordinance.

It is important to note that the FEMA designated Special Flood Hazard Area covers the majority of the properties located within this plan area. Construction and substantial improvements within the designated floodplain are generally allowable; however, special construction measures (such as building elevation, flood-proofing, etc.) will be required.

DEMOGRAPHICS:

As with the Central Business District, demographic information for the River Corridor District was compiled from the 2010 U.S. Census Bureau's website: www.census.gov.

Based on census block data, the River Corridor District has a population of 380 residents of which 57% are male and 43% are female. Of the area's population, 22% of the residents are under the age of 18, 63% are between the ages of 18 and 64, and 15% of the population is 65 years or older.

The racial composition of the area is 85.8% white, 1.8% African American, 0.5% American Indian and Alaska Native, 0.8% Asian, 0% Native Hawaiian and Other Pacific Islander, 9.5% are some other race, and 1.6% are two or more races. About 25% of the area population (any race) is Hispanic or Latino.

The area contains 190 housing units with an occupancy rate of 90%. Of the occupied units, 72.5% are owner occupied and 27.5% are occupied by renters.

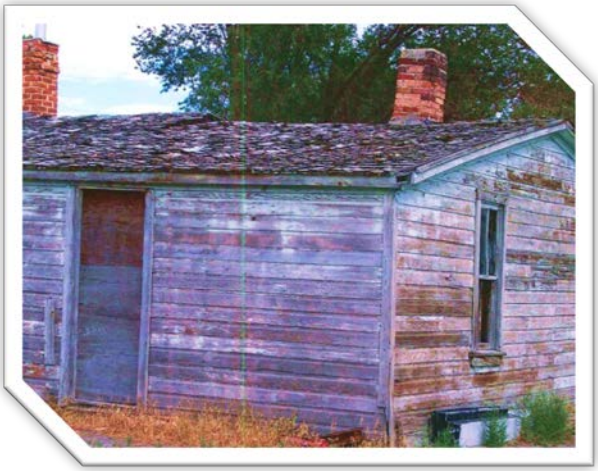
ELIGIBILITY STUDY FINDINGS:

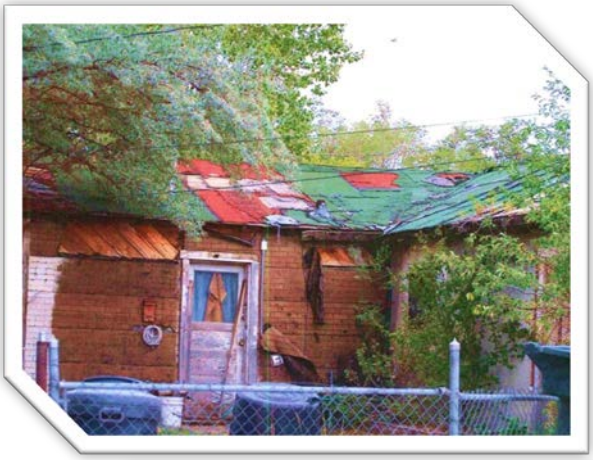
Within the River Corridor District, a random sampling of 50 properties (out of the 150 parcels) was taken to complete the Eligibility Study. The sample represents 33% of the total properties within the River Corridor District. The sample properties were reviewed based on the factors listed in the Area Adoption section of this chapter, and were then classified into one of three(3) categories: Good, Fair, or Deteriorating/Poor Condition.

Of the 50 properties, 42 were used for residential use, 5 for commercial use, and 2 were used for public purposes (including Expedition Island/Pavilion and the Green River Parks and Recreation Shop building).

Of the properties sampled, nineteen (19) properties, or 38%, were rated in "good" condition, eleven (11) properties, or 22%, were rated in "fair" condition, and twenty (20) properties, or 40%, were rated as "deteriorating/poor" condition.

The following photos were taken within the River Corridor District as part of the Eligibility Study to document qualifying conditions found within the area.





Goals and Policies

The purpose of the M.E.E.T. in Green River Urban Renewal Plan is to reduce, eliminate and prevent the spread of blight within the described areas by stimulating growth and investment within the boundaries designated herein. To accomplish this purpose, the Plan is intended to promote local goals and policies expressed in adopted community plans with respect to appropriate land uses, private investment, and public improvements. Specifically, the Plan seeks to advance the Green River Vision 2028:

> ***"Green River 2028 is an ATTRACTIVE CITY, a WELL-PLANNED CITY with an ACTIVE DOWNTOWN AND RIVERFRONT and the PREFERRED RESIDENTIAL NEIGHBORHOODS IN THE REGION. The City is a FAMILY COMMUNITY with GREAT CHOICES IN RECREATION."***

The guiding goals and policies form the overarching principles of the Plan. These goals were developed with extensive input from the community during the planning efforts of several community plans, including, but not limited to, the Marketing, Branding and Design Action Plan (2009), the Green River Strategic Plan, and the Green River Comprehensive Master Plan (2012), as well as other community input documents such as the 2013 Community Assessment and the 2014 SmartGrowth America "Smart Growth Zoning Codes for Small Cities" workshops. These goals provide a framework for future decision-making and an outline of the development activities, public improvements, neighborhood revitalization, and public involvement that will guide and support future Plan implementation.

To ensure statutory consistency with the general plan of the City of Green River, the Goals and Policies of this URA Plan, as listed within this chapter, are adapted directly from the Green River Comprehensive Master Plan (2012), Chapter 5 (Active Downtown and Riverfront). The goals provided within this section are high-

level guiding principles for implementation, while the policies listed under each goal support the goals and serve as a guide for making decisions by articulating the overall positions and preferences of the Urban Renewal/Main Street Agency and the City of Green River.

Goal 1: Add Vibrancy and Activity to the Central Business and River Corridor Districts

POLICY 1A: CENTRAL BUSINESS DISTRICT ACTIVITIES AND USES

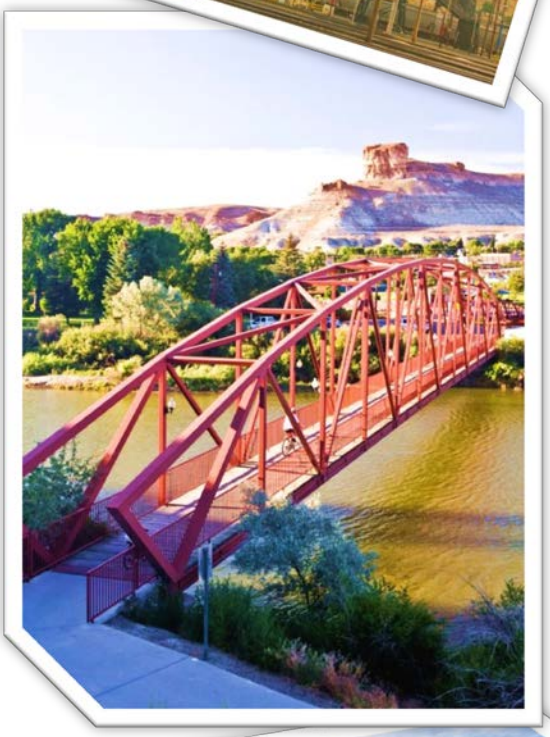
Integrate and promote a wide variety of land uses and activities, including commercial, residential, employment, recreation, and other civic uses to add vitality to the Downtown area.

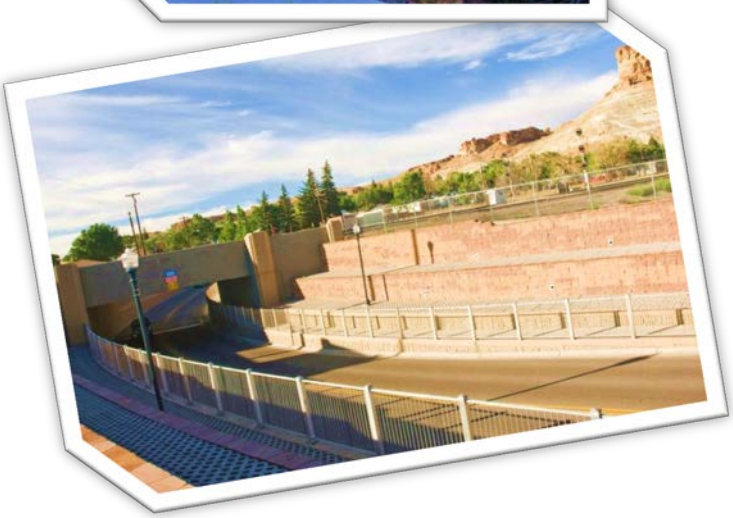
POLICY 1B: RIVERFRONT CORRIDOR ACTIVITIES AND USES

Support a mix of unique uses to draw people to the riverfront area that includes parks, trails, and other recreational activities, as well as outdoor and river-oriented uses like restaurants, shops, services, and accommodations.

POLICY 1C: RESIDENTIAL USES

Pursue opportunities to strengthen existing and add additional residential uses within and adjacent to the Central Business and River Corridor Districts. A mix of residential uses, including multi-family, mixed-use, and accessory dwelling units can help widen the range of housing options available in the City and will ensure a supply of households to support area businesses and services.





Goal 2: Enhance Connections between the Central Business and Riverfront Corridor Districts

POLICY 2A:
PEDESTRIAN AND BICYCLE CONNECTIONS

Enhance physical connections between the Central Business and River Corridor Districts through a complete network of pedestrian and bicycle trails, route designations, sidewalks, streetscaping, signage, and other improvements.

POLICY 2B:
VEHICULAR CONNECTIONS

Enhance vehicular connections and way finding between the Central Business and River Corridor Districts by designating and clearly marking key automobile routes, including the Uinta Drive overpass route and the underpass route along South 4th West and West 2nd South Streets. Continue to explore options for a second bridge crossing over Green River to enhance connectivity and vehicular options.

Goal 3: Stimulate Reinvestment and Targeted Infill and Redevelopment within the Central Business and River Corridor Districts

Policy 3A: Neighborhood Revitalization

Encourage revitalization and conservation of existing neighborhoods by promoting grassroots community clean up and beautification efforts, enforcing City codes related to weeds, trash, and other nuisances, and by aligning City infrastructure projects (such as water and sewer main projects) with areas that have high levels of infrastructure deficiencies and problems.

Policy 3B: Reinvestment Areas

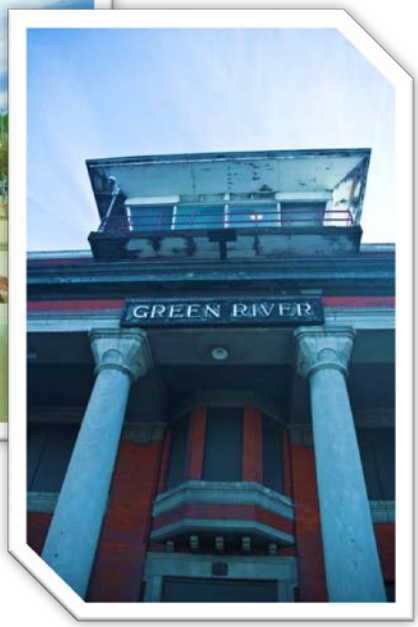
In collaboration with the City of Green River, URA and property owners, promote widespread property owner reinvestment in the downtown and riverfront areas by offering incentives to businesses, removing barriers to starting a business or reinvesting in existing buildings, investing in key infrastructure needs, enforcing nuisance regulations, and other methods.

Policy 3C: Redevelopment Areas

In collaboration with the City of Green River, URA and property owners, support and foster the redevelopment of properties that are significantly underutilized, in major disrepair, or located at highly visible areas to maximize use of existing infrastructure, draw more activity, and enhance the appearance of the downtown and riverfront areas.

Policy 3D: Compatible Infill Development

Encourage compatible infill development on vacant properties in the Central Business and River Corridor Districts to enhance the overall mix of uses in these areas. Infill development should complement, rather than conflict with, existing architectural styles and development patterns (e.g. lot coverage, scale, building massing and form).



Goal 4: Preserve the Central Business and River Corridor Districts' Unique History and Culture

POLICY 4A: HISTORIC PRESERVATION

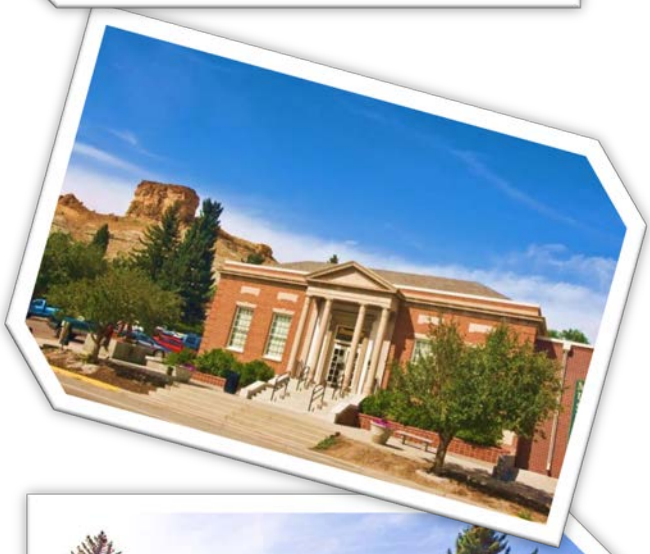
Retain, conserve, and encourage adaptive reuse of the community's historic resources, including properties located in the Downtown Historic District, those listed on the National Register of Historic Places (Post Office, Brewery, and Expedition Island), and other important local historic places and resources.

POLICY 4B: CULTURAL RESOURCES

Maintain and celebrate Green River's unique cultural resources in the Central Business and River Corridor Districts, including the community's unique history, railroad facilities, the Sweetwater County Historical Museum, the County Library, arts and cultural events and festivals, and other cultural offerings.

POLICY 4C: DESIGN REVIEW

In collaboration with the City of Green River and the URA/Main Street Agency, modify, strengthen and clarify the City's Design Review District regulations and procedures for development proposals on properties located in the Central Business and River Corridor Districts.



Implementation

The M.E.E.T. in Green River Urban Renewal Plan sets a direction for redevelopment and revitalization of the Central Business and River Corridor Urban Renewal Areas. Upon its adoption, this Plan will serve as the official policy guide for public action. However, these policies can only be transformed into action though an effective implementation program.

Implementation strategies, activities and projects undertaken by the Urban Renewal Agency and the City of Green River shall be in accordance with Wyoming State Statute as outlined in Statutory Provisions section of Chapter 1 and the Requirements for Projects section of this Chapter.

Cooperation among the Green River URA/Main Street Agency, the City of Green River, business owners, property owners and other public agencies is essential for the success of this Plan. Although the boundaries of the Central Business and River Corridor District extend beyond the Main Street District's boundaries, to ensure success, the Main Street Approach® will be used in moving the plan and projects forward. Main Street® is a time tested and proven comprehensive approach to historic preservation and economic development. Main Street® implements a patented "Four Point Approach" to deal with the problems faced by our traditional commercial districts today. The four points of the approach are as follows:

Organization involves building a Main Street® framework that is well represented by civic groups, merchants, bankers, citizens, public officials, and chambers of commerce. Everyone must work together to renew downtown. A strong organization provides the stability to build and maintain a long-term effort.

Design enhances the attractiveness of the business district. Historic building rehabilitations, street and alley clean-ups, colorful banners, landscaping and lighting all improve the physical image of the downtown as a quality place to shop, work, walk, invest in, and live. Design

improvements result in a reinvestment of private and public dollars into the downtown.

Economic Vitality involves analyzing current market forces to develop long-term solutions. Recruiting new businesses, creatively converting unused space for new uses, and sharpening the competitiveness of Main Street's® traditional merchants are examples of economic restructuring activities.

Promotion creates excitement downtown. Street festivals, parades, retail events, and image development campaigns are some of the ways Main Street® encourages consumer traffic in the downtown. Promotion involves marketing an enticing image to shoppers, investors, and visitors.

The following section identifies action strategies to advance the goals and policies outlined within Chapter 3 of this Plan. It should be noted that some of the listed action strategies may advance multiple goals and policies.

The intent in listing these action strategies includes establishing, through this Plan, the general and specific authority to undertake these projects and activities within the Urban Renewal Areas. Listing an action strategy within this Plan is not a commitment by the City of Green River or the Urban Renewal Agency for funding of a specific action strategy.

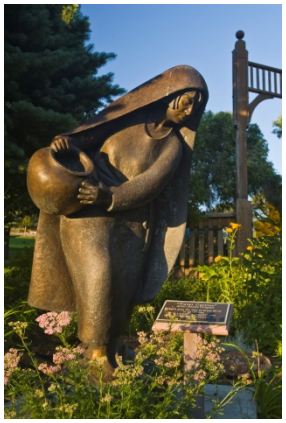
As it is not possible to foresee all of the changing conditions and events that may occur during the life of this Plan, additional projects may be added to this Plan by amendment. The projects and activities may be modified, or expanded upon as needed to meet the Plan objectives. Changes will be undertaken in accordance with the amendment procedures and statutory procedures outlined in Chapter 7 of this Plan.

Strategies

Strategy 1: Encouraging and Promoting Vibrancy and Activity

The "Marketing, Branding and Design Action Plan" as adopted by the City of Green River on February 9, 2010 provides a multitude of Urban Design Tasks to encourage and promote vibrancy and activity within the Central Business and River Corridor Districts. The "Marketing, Branding and Design Action Plan" is hereby incorporated in full, by reference, to provide guidance and direction to the URA/Main Street Agency and the City of Green River to advance this strategy. Examples of tasks included with the study include (but is not limited to):

- **Creating a festival/community center space downtown (including the Historic Depot as outlined in the "Destination Green River Station" Urban Renewal Plan);**
- **Remaking North 1st East into a lively cross-street;**
- **Creating an Art in Public Places program**
  - **Create a public art and interpretation master plan, in-stall interpretive signs, and install public art in key locations;**



- **Expanding river recreation;**
- **Expanding youth recreation programs and activities; and,**
- **Adoption of outdoor dining guidelines,**

STRATEGY 2: PROMOTING ECONOMIC DEVELOPMENT

- **Create a space and/or program for business start-ups to incubate and grow;**
- **Develop a program to assist businesses in location or relocation to Green River;**
- **Identify key development sites and develop a marketing strategy to attract businesses;**
- **Inventory available infill land and encourage infill development;**
- **Promote "curb appeal" to draw more customers to the area;**
- **Encourage residential and mixed use development; and,**
- **Conduct a market "gap" analysis to be used as a tool to identify the businesses that can be supported and adopt policies that encourage these businesses to located within the Central Business and River Corridor Districts.**

STRATEGY 3: SUPPORTING REVITALIZATION, REHABILITATION AND REMOVAL OF SLUM AND BLIGHT

- **Work with the City of Green River to conduct risk assessments of vacant and deteriorating properties to determine and identify strategies to address hazards;**
- **City enforcement of adopted Property Maintenance Codes, Building Codes and adoption of ordinances to address vacant and/or neglected properties, including those owned by absentee owners;**
- **Encourage the City's adoption of the ICC's "International Existing Building Code" to facilitate revitalization and rehabilitation of existing structures;**
- **Remove substantially deteriorated structures when such removal would improve public safety and/or enhance redevelopment efforts through the means provided by Wyoming Statutes and as outlined in Chapter 5 of this Plan; and,**
- **Work in partnership to determine the best use of empty lots created by demolition.**

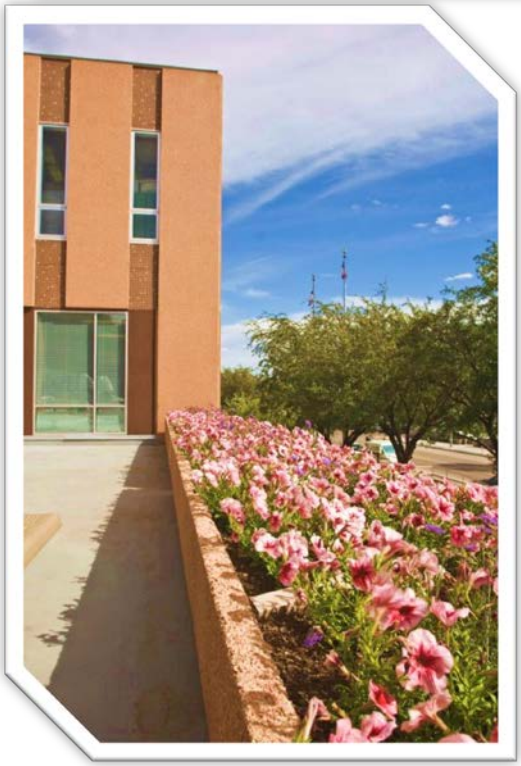
STRATEGY 4: ENCOURAGING REGULATORY AMENDMENTS

The URA/Main Street Agency will work with the City of Green River to encourage amendments to the zoning map and zoning ordinance to remove barriers that may prevent the fulfillment of the goals and policies of this Plan. The following is a list of potential zoning amendments:

- **Allowance of upper-floor residential and multi-family units in downtown by right. Allowing residential development creates more activity, shoppers and provides needed workforce housing;**
- **Permit live/work units in commercial areas. For example, live/works units would allow an artist to live in an apartment above his/her art gallery;**
- **Reduce excessive multi-family and commercial parking requirements and give credit for adjacent on-street parking;**
- **Create a new Riverfront Zone District that promotes recreation-oriented and mixed-use development;**
- **Review and amend the current home occupation regulations. Explore a tiered approach that allows home occupations without a public hearing where no customers or employees are involved, but that require staff review or public hearing and more requirements on home businesses with employees and customers, parking of large vehicles and other external impacts;**
- **Revamp residential setback and open space regulations that make it difficult to build garages and other accessory structures desired by modern families. Accessory structures remove clutter from existing lots and also help owners who want to renovate and upgrade their homes. Consider adjustments to setback requirements in older neighborhoods with smaller lots.**
- **Revamp non-conforming use and structure regulations that are too strict to encourage renovation and improvement of existing homes and businesses. Allow nonconforming structures to be expanded to the extent that it does not increase the degree of a nonconforming use; and,**
- **Incorporate incentives for commercial uses to include bicycle parking and sidewalks to connect perimeter streets to the main entryways of commercial buildings.**

STRATEGY 5: IMPLEMENTING DEVELOPMENT AND DESIGN STANDARDS

- **Revamp the City's current Design Overlay District Zoning Ordinance and replace with simple design standards to improve development quality and appearance and that are easy to interpret and administer:**
  - **Identify different design area boundaries as areas will have different criteria. For example, the historic downtown area will have different criteria than the 2nd South Street corridor; and,**
  - **Identify a handful of key design issues such as building orientation to street, percent of windows on front façade (limiting blank façades), location of parking, and building materials;**
- **Create a new riverfront corridor design review district to address the type of development desired in the riverfront area;**
- **Establish/expand a grant program to assist with and encourage exterior enhancements to buildings (i.e. façade program):**
  - **Make the awarding of such grant dependent upon the voluntary compliance with design criteria to be established by the URA/Main Street Board in conjunction with the Historic Preservation Commission.**
  - **Expand this program to areas outside of the Main Street District and into other areas of the Central Business and River Corridor Districts as design criteria are developed and funds are available;**
- **Revise the City sign ordinance to require monument signs along gateway streets, limit billboards, and create standards for electronic signage; and,**
- **Upgrade the City's landscaping regulations. Consider requiring protection of mature trees and adopting water efficient landscaping provisions.**



STRATEGY 6: SUPPORTING PUBLIC IMPROVEMENTS

Public improvement includes the construction, repair, or replacement of sidewalks, streets, parking, parks and open spaces, pedestrian amenities, water, sanitary and storm sewer facilities, utilities, and other public improvements and facilities necessary to carry out the goals and objectives of this Plan.

- **Conduct a survey of parking within the Central Business and River Corridor Districts to determine parking needs;**
- **Enhance the eastern gateway coming into Green River from the eastern I-80 interchange;**
- **Road and utility reconstruction of 2nd South Street, including landscaping;**
- **Fabricate and install wayfinding signage;**
- **Consideration of renaming streets and areas to celebrate and reflect Green River's unique history (i.e. 2nd South Street to "John Wesley Powell Parkway" or something similar);**
- **Expand telecommunication infra-structure;**
- **Create a cohesive landscaping and design plan for the main traffic corridors within the Central Business and River Corridor Districts (i.e. Flaming Gorge Way, Railroad Avenue, 2nd South Street, South 2nd East, etc.);**
- **Upgrade the Northside Lift Station for expansion of the north side residential and commercial areas;**
- **Support City efforts to locate and construct second river crossing over the Green River; and,**
- **Extension of the greenbelt pathway from the West 2nd South Street to Uinta Drive.**

Requirements for Projects

The following provides the statutory requirements for projects as outlined in the Wyoming Urban Renewal Code. The use of the authority granted through the Wyoming Urban Renewal Code by the City of Green River is intended to improve the appearance of the community and enhance the quality of life for all residents by eliminating negative conditions and implementing programs and/or projects identified to improve conditions. Projects may include (W.S. 15-9-103):

- ***Acquisition of a slum area or a blighted area or portion thereof;***
- ***Demolition and removal of buildings and improvements;***
- ***Installation, construction or recon-structtion of streets, utilities, parks, playgrounds and other improvements necessary for the carrying out in the urban renewal area objectives of the plan;***
- ***Disposition of any property acquired in the urban renewal area at its fair value for uses in accordance with the plan;***
- ***Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the urban renewal plan; and,***
- ***Acquisition of any other real property in the urban renewal area if necessary to eliminate unhealthy, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, other otherwise remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.***

PRIVATE ENTERPRISE TO BE PREFERRED; WHEN CONSIDERED (W.S. 15-9-104):

The municipality shall afford maximum opportunity to the rehabilitation or redevelopment of the urban renewal area by private enterprise. Consideration shall be given to this objective in exercising its powers including:

- ***Formulation of a workable program (cannot be delegated to URA). This program may include:***
  - ***Diligent enforcement of housing, zoning and occupancy controls and standards;***
  - ***Rehabilitation or conservation areas or portions by:***
    - ***Replanning,***
    - ***Removing congestions,***
    - ***Providing parks, playgrounds and other public improvements,***
    - ***Encouraging voluntary rehabilitation,***
    - ***Compelling the repair and rehabilitation of deteriorated or deteriorating structures;***
  - ***Clearance and redevelopment of slum and blighted areas or portions thereof;***
- ***Approval of communitywide or neighborhood plans consistent with the general plan of the City of Green River;***
- ***Exercising of its zoning powers;***
- ***Enforcement of other laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements;***
- ***Disposition of any property acquired;***
- ***Provisions of necessary public improvements.***

Preliminary Requirements for Projects (W.S. 15-9-108)

Prior to approving an urban renewal project, the local governing body shall submit the urban renewal plan to the planning commission of the municipality for review and recommendation as to its conformity with the general plan for the development of the entire municipality. The planning commission shall submit written recommendations within thirty (30) days after receipt of the plan for review. Upon receipt of the planning commission's recommendations, the local governing body may proceed with the hearing on the proposed urban renewal project.

As noted in Chapter 1: Introduction, this plan was certified by the Planning Commission on June 8, 2016. Therefore, any projects described within this Plan, or any amendment made in accordance with Chapter 7, may proceed to the public hearing and approval process described below.

Projects – Public Hearing, Publication and Contents of Notice (W.S. 15-9-109)

The local governing body, under the rules or procedures it determines, shall hold a public hearing on any urban renewal project. A notice of the hearing shall be published in a newspaper having a general circulation in the area of operation of the municipality for two successive weeks, with the last publication thereof to be at least five days prior to the hearing. The notice shall list the time, date, place and purpose of the hearing. The public notice shall also identify the urban renewal area and provide an outline of the general scope of the urban renewal project under consideration.

Projects – Approval By and Findings of Governing Body (W.S. 15-9-110)

A municipality shall not acquire real property for any urban renewal project unless the local governing body has approved the urban renewal project, and only after if it finds that:

- ***A feasible method exists for the relocation of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to those families;***
- ***The urban renewal plan conforms to the general plan of the municipality as a whole;***
- ***The urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan;***
- ***The urban renewal plan affords maximum opportunity, consistent with the municipality's needs, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.***

If the urban renewal area consists of an area of open land to be acquired by the municipality, the following specific findings shall be made:

- ***If it is to be developed for residential uses, the local governing body shall determine that:***
  - ***A shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality;***

- ***The need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas;***
- ***The conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals or welfare; and,***
- ***The acquisition of the area for residential uses is an integral part of and essential to the program of the municipality;***

- ***If it is to be developed for nonresidential uses, the local governing body shall determine that the:***
  - ***Nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives;***
  - ***Acquisition may require the exercise of governmental action as provided in this chapter, because of:***
    - ***Defective or unusual conditions of title;***
    - ***Diversity of ownership;***
    - ***Tax delinquency;***
    - ***Improper subdivisions;***
    - ***Outmoded street patterns;***
    - ***Deterioration of site;***
    - ***Economic disuse;***
    - ***Unsuitable topography or faulty lot layouts;***
    - ***Need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements; or,***
    - ***Any combination of factors specified in this subparagraph or other conditions which retard development of the area.***

PROVISIONS NOT APPLICABLE FOR DISASTER AREAS (W.S. 15-9-110)

If the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, tornado, earthquake, storm or other catastrophe for which the governor of the state has certified the need for disaster assistance under 42 U.S.C. 5121 et seq., or other federal law, the local governing body may approve an urban renewal plan and an urban renewal project for that area without regard to the provision of the public hearing requirements outlined above (W.W. 15-9-109) and the provisions of the Wyoming Urban Renewal Code requiring a general plan for the municipality and a public hearing on the urban renewal project.

Property Acquisition and Disposal

The purpose of this chapter of the Plan (Chapter 5: Property Acquisition and Disposal), is to convey the appropriate Wyoming Urban Renewal Code pertaining to property that is acquired in a project. To ensure statutory compliance in the event that property is to be acquired or disposed of, as deemed appropriate in order to achieve the objectives of this Plan, the statutes are provided here verbatim.

Condemnation

Although not the preferred means of acquiring property to achieve the objectives of this Plan, W.S. 15-9-114 provides the means for the municipality to acquire property through condemnation as follows:

W.S. 15-9-114. CONDEMNATION.

(a) A municipality has the right to acquire by condemnation any interest in real property, including a fee simple title thereto, which it deems necessary for or in connection with an urban renewal project under this chapter. A municipality may exercise the power of eminent domain in the manner now provided or which may be hereafter provided by any other statutory provisions. Property already devoted to a public use may be acquired in like manner, provided that no real property belonging to the United States, the state or any political subdivision thereof, may be acquired without its consent.

(b) In any proceeding to fix compensation for damages for the taking or damaging of property, or any interest therein, through the exercise of the power of eminent domain or condemnation, evidence or testimony bearing upon the following matters is admissible and shall be considered, in addition to evidence or testimony otherwise admissible, in fixing the compensation for damages:

(i) Any use, condition, occupancy or operation of the property, which is unlawful or violative of or subject to elimination, abatement, prohibition or correction under any law or any ordinance or regulatory measure of the state, county, municipality, other political subdivisions or any agency thereof, in which the property is located, as being unsafe, substandard, unsanitary or otherwise contrary to the public health, safety or welfare;

(ii) The effect on the value of the property of any such use, condition, occupancy or operation, or of the elimination, abatement, prohibition or correction of any such use, condition, occupancy or operation.

(c) The testimony or evidence specified in subsection (b) of this section is admissible notwithstanding that no action has been taken by any public body or public office toward the abatement, prohibition, elimination or correction of any such use, condition, occupancy or operation. Testimony or evidence that any public body or public office charged with the duty or authority so to do has rendered, made or issued any judgment, decree, determination or order for the abatement, prohibition, elimination or correction of any such use, condition, occupancy or operation is admissible and is prima facie evidence of the existence and character of that use, condition or operation.

Property Acquired in a Project

The following excerpts from the Wyoming Urban Renewal Code pertain to the requirements of property that is acquired in an Urban Renewal Project.

W.S. 15-9-115. Property Acquired in Project; Disposition and Use Generally.

(a) A municipality may:

(i) Sell, lease or otherwise transfer real property or any interest therein acquired by it in an urban renewal project;

(ii) Enter into contracts with respect to such property for residential, recreational, commercial, industrial, educational or other uses or for public use; or

(iii) Retain the property or interest for public use in accordance with the urban renewal plan, subject to any covenants, conditions and restrictions, including covenants running with the land, as it deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this chapter.

(b) The sale, lease, other transfer or retention of property specified in subsection (a) of this section, and any agreement relating thereto, may be made only after the local governing body approves the urban renewal plan.

(c) The purchasers or lessees and their successors and assigns are obliged to devote the real property only to the uses specified in the urban renewal plan and may be obligated to comply with any other requirements the municipality determines to be in the public interest, including the obligation to begin within a reasonable time

any improvements on the real property required by the urban renewal plan. With respect to any real property in an urban renewal area acquired by any public body, political subdivision, agency or office of the state for uses in accordance with an urban renewal plan, the public body, political subdivision, agency or office of the state is authorized to obligate itself and its successors or assigns to devote the real property only to the uses specified in the urban renewal plan and, to the extent funds have been authorized or appropriated, to obligate itself to begin improvements required by the urban renewal plan.

(d) The real property or interest shall be sold, leased, otherwise transferred or retained at not less than its fair value for uses in accordance with the urban renewal plan. In determining the fair value, a municipality shall give consideration to:

(i) The uses provided therein;

(ii) The restrictions upon and the conditions and obligations assumed by the purchaser or lessee or by the municipality retaining the property; and

(iii) The objectives of the plan for the prevention of the recurrence of slum or blighted areas.

(e) The municipality in any instrument of conveyance to a private purchaser or lessee may provide that the purchaser or lessee is without power to sell, lease or otherwise transfer the real property without the prior written consent of the municipality until he has completed the construction of any improvements which he is obligated to construct thereon. Real property acquired by a municipality which is to be transferred in accordance with the provisions of the urban renewal plan, shall be transferred as rapidly as feasible in the public interest consistent with carrying out of the provisions of the plan. Any contract for the transfer and the urban renewal plan shall be recorded in the land records of the county in the manner provided by law to afford actual or constructive notice thereof.

W.S. 15-9-116. PROPERTY ACQUIRED IN PROJECT; DISPOSITION TO PRIVATE PERSONS; PROCEDURE; NOTICE; PROPOSALS; CONTRACTS.

(a) A municipality may:

(i) Dispose of real property in an urban renewal area to private persons only under reasonable procedures it prescribes or as are provided in this section;

(ii) By notice published once each week for four (4) consecutive weeks in a newspaper having a general circulation in the community, prior to the execution of any contract to sell, lease or otherwise transfer real property and prior to the delivery of any instrument of conveyance with respect thereto under the provisions of this section, invite proposals from and make available all pertinent information to private redevelopers or any persons interested in undertaking to redevelop or rehabilitate an urban renewal area or any part thereof. The notice shall:

(A) Identify the area or portion thereof;

(B) State that:

(I) Proposals shall be made by those interested within thirty (30) days after the last day of publication of the notice; and

(II) Information as is available may be obtained at the office designated in the notice.

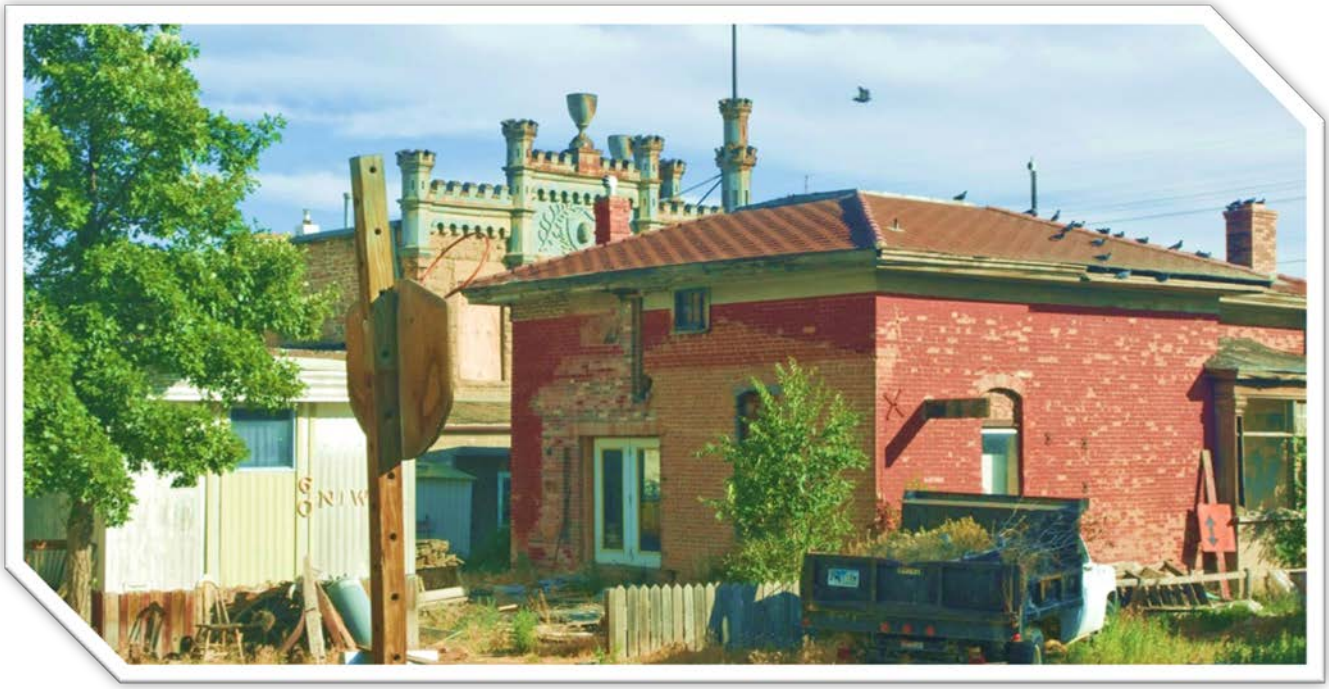
(b) The municipality shall consider all redevelopment or rehabilitation proposals and the financial and legal ability of the persons making the proposals to carry them out. The municipality may accept any proposals it deems to be in the public interest and in furtherance of the purposes of this chapter. A notification of intention to accept a proposal shall be filed with the governing body not less than thirty (30) days prior to acceptance. Thereafter the municipality may execute a contract and deliver deeds, leases and other instruments and take all steps necessary to effectuate a contract in accordance with the provisions of W.S. 15-9-115.

W.S. 15-9-117. Property Acquired in Project; Temporary Operation and Maintenance.

A municipality may temporarily operate and maintain real property acquired by it in an urban renewal area for or in connection with an urban renewal project pending the disposition of the property as authorized in this chapter, without regard to the provisions of W.S. 15-9-115, for any uses and purposes it deems desirable even though not in conformity with the urban renewal plan.

W.S. 15-9-118. Property Acquired in Project; Disposition when area designated under federal provisions

Notwithstanding any other provisions of this chapter, if the municipality is situated in an area designated as a redevelopment area under the Federal Area Redevelopment Act 42 U.S.C. 3161 et seq., land in an urban renewal project area designated under the urban renewal plan for industrial or commercial uses may be disposed of to any public body or nonprofit corporation for subsequent disposition as promptly as practicable by the public body or corporation for redevelopment in accordance with the urban renewal plan. Only the purchaser from or lessee of the public body or corporation, and their assignees, are required to assume the obligation of beginning the building of improvements within a reasonable time. Any disposition of land to a public body or corporation under this section shall be made at its fair value for uses in accordance with the urban renewal plan.



Funding Opportunities

The purpose of this chapter of the Plan (Chapter 6: Funding Opportunities), is to convey the appropriate Wyoming Urban Renewal Code pertaining to funding opportunities for Urban Renewal Projects. To ensure statutory compliance in the event that a project is to be funded, as deemed appropriate in order to achieve the objectives of this Plan, the urban renewal statutes are provided here verbatim.

Bonds and Taxes

The following excerpts from the Wyoming Urban Renewal Code pertain to the authorization of bonds and taxes for the financing of Urban Renewal Projects.

W.S. 15-9-119. Bonds Authorized; Payment Thereof; Security

(a) A municipality is empowered to issue:

(i) Revenue bonds to finance the undertaking of any urban renewal project under this chapter, including, without limiting the generality thereof, the payment of principal and interest upon any advances for surveys and plans or preliminary loans; and

(ii) Refunding bonds for the payment or retirement of bonds previously issued by it.

(b) The bonds shall be made payable solely from the income, proceeds and revenues derived from the municipality's undertaking and carrying out of urban renewal projects under this chapter. However, payment of the bonds may be further secured by a pledge of any loan, grant or contribution from the federal government or other source in aid of any urban renewal projects of the municipality under this chapter.

W.S. 15-9-120. TAXES UPON PROPERTY; AUTHORIZED DIVISION THEREOF

(a) Any urban renewal plan may contain a provision that taxes, if any, levied upon taxable property in an urban renewal project each year by or for the benefit of a municipality in the state shall be divided as follows:

(i) That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the urban renewal project as shown upon the assessment roll used in connection with the taxation of the property by the taxing agency, last equalized prior to the effective date of the urban renewal project shall be allocated to and, when collected, paid into the funds of the respective taxing agencies as taxes by or for those taxing agencies on all other property are paid (for the purpose of allocating taxes by or for any taxing agency which did not include the territory in the urban renewal project on the effective date of the project but which territory had been annexed or otherwise included after the effective date, the assessment of the county last equalized on the project shall be used in determining the assessed valuation on the taxable property in the project on the effective date); and

(ii) That portion of the levied taxes each year in excess of the amount specified in paragraph (a)(i) of this section shall be allocated to and, when collected, paid into a special fund of the participating municipality or urban renewal agency to pay the principal and interest on loaned money advanced to, or any indebtedness incurred by the municipality or urban renewal agency. Unless the total assessed valuation of the taxable property in an urban renewal project exceeds the total assessed value of the taxable property in the project as shown by the last equalized assessment roll referred to in paragraph (a)(i) of this section, all of the taxes levied and collected upon the taxable property in the urban renewal project shall be paid into the funds of the respective taxing agencies. When any loans, advances and indebtedness, if any, and interest have been paid in full, all monies thereafter received from taxes upon the taxable property in the urban renewal project shall be paid into the funds of the various taxing agencies as taxes on all other property are paid.

W.S. 15-9-121. TAXES UPON PROPERTY; WHEN PLEDGING ALLOWED.

In any urban renewal plan or in proceedings for the advance of monies or making of loans or the incurring of any indebtedness by the municipality or agency to finance or refinance in whole or in part the urban renewal project, the portion of the taxes specified in W.S. 15-9-120(a)(ii) may be irrevocably pledged for the payment of the principal of and interest on those loans or advances or that indebtedness.

W.S. 15-9-122. BONDS; PROVISIONS INAPPLICABLE; TAX EXEMPTION.

(a) Revenue bonds issued under this chapter:
   (i) Do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction;
   (ii) Are not subject to the provisions of any other law or charter relating to the authorization, issuance or sale of bonds.

(b) Bonds issued under this chapter are for an essential public and governmental purpose and, together with interest thereon and income therefrom, are exempt from all taxes.

W.S. 15-9-123. BONDS RESOLUTION OR ORDINANCE; CHARACTERISTICS.

Bonds issued under this chapter shall be authorized by resolution or ordinance of the local governing body. The bonds may be issued in one (1) or more series and shall bear the date or dates, be payable upon demand or mature at the time or times, bear interest at the rate or rates, be in the denomination or denominations and form, either with or without coupon or registered, carry conversion or registration privileges, have the rank or priority, be executed in a manner and payable in a medium of payment at the place or places, be subject to the terms of redemption (with or without premium), be secured in the manner and have other characteristics as may be provided by the resolution or ordinance or trust indenture or mortgage issued pursuant thereto.

W.S. 15-9-124. BONDS; SALE OR EXCHANGE.

Bonds may be sold at not less than par at public sales held after notice published prior to the sale in a newspaper having a general circulation in the area of operation and in any other medium of publication as the municipality determines or may be exchanged for other bonds on the basis of par. However, the bonds may be sold to the federal government at a private sale at not less than par. If less than all of the authorized principal amount on the bonds is sold to the federal government, the balance may be sold at private sale at not less than par at an interest cost to the municipality or not to exceed the interest cost to the municipality of the portion of the bonds sold to the federal government.

W.S. 15-9-125. BONDS; SIGNATURES AND NEGOTIABILITY.

If any of the public officials of the municipality whose signatures appear on any bonds or coupons issued under this chapter cease to be officials before the delivery of the bonds, the signatures are valid and sufficient for all purposes, the same as if the officials had remained in office until the delivery. Any provision of any law to the contrary notwithstanding, any bonds issued pursuant to this chapter are fully negotiable.

W.S. 15-9-126. BONDS; RECITATION THEREON.

In any suit, action or proceeding involving the validity or enforceability of any bond issued under this chapter or the security therefor, the bond reciting in substance that it has been issued by the municipality in connection with an urban renewal project, as defined in W.S. 15-9-103 is conclusively deemed to have been issued for that purpose and the project is conclusively deemed to have been planned, located and carried out in accordance with the provisions of this chapter.

W.S. 15-9-127. GENERAL OBLIGATION BONDS; PURPOSES; AUTHORIZATION; APPROVAL; CHARACTERISTICS; OTHER PROVISIONS UNAFFECTED.

(a) In addition to the authority to issue bonds pursuant to W.S. 15-9-119, any municipality may issue general obligation bonds for the urban renewal purposes specified in subsection (b) of this section and subject to the requirements thereof and the requirements of the constitution and any other applicable laws.

(b) General obligation bonds issued by a municipality for the purposes of aiding in the planning, undertaking or carrying out of any urban renewal project and related activities of a municipality, its board or commission, or its agency under this chapter shall be authorized by resolution or ordinance of the local governing body and shall be approved by a vote of the people residing in the issuing governmental unit at an election called, conducted, canvassed and returned in the manner provided for bond elections by the Political Subdivision Bond Election Law, W.S. 22-21-101 through 22-21-112.

(c) The bonds shall bear any characteristics as may be provided by the resolution or ordinance or trust indenture or mortgage issued pursuant thereto, including the characteristics specified in W.S. 15-9-123. Nothing in this section limits or otherwise adversely affects any other section of this chapter.

W.S. 15-9-128. INVESTMENT OF FUNDS IN BONDS AUTHORIZED; DUTY OF CARE.

(a) Anyone carrying on a banking or investment business or an insurance business and all fiduciaries may legally invest any monies or other funds belonging to them or within their control in any bonds or other obligations issued by a municipality pursuant to this chapter.

(b) It is the purpose of this section to authorize any persons, political subdivisions and officers, public or private, to use any funds owned or controlled by them for the purchase of any such bonds or other obligations.

(c) Nothing contained in this section with regard to legal investments shall be construed as relieving any person of any duty of exercising reasonable care in selecting securities.

W.S. 15-9-129. EXEMPTION OF PROPERTY FROM EXECUTION; EXCEPTION.

All property of a municipality or agency, including funds owned or held by it for the purposes of this chapter, are exempt from levy and sale by virtue of any execution. No execution or other judicial process shall issue against the property nor shall judgment against a municipality or agency be a charge or lien upon the property. The provisions of this section do not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given pursuant to this chapter by a municipality or agency on its rents, fees, grants or revenues from urban renewal projects.

W.S. 15-9-130. EXEMPTION OF PROPERTY FROM TAXATION; TERMINATION THEREOF.

The property of a municipality or agency acquired or held for the purposes of this chapter, is public property used for essential public and governmental purposes. The property is exempt from all taxes of the municipality, the county, the

state or any political subdivision thereof. However, the tax exemption terminates if the municipality or agency sells, leases or otherwise disposes of the property in any urban renewal area to a purchaser or lessee which is not a public body entitled to tax exemption for the property.

Funding by Municipality

The following excerpts from the Wyoming Urban Renewal Code pertain to the aiding of a public body in the financing of Urban Renewal Projects.

W.S. 15-9-131. POWERS OF MUNICIPALITY, PUBLIC BODY IN AIDING PROJECT.

(a) To aid in the planning, undertaking or carrying out of an urban renewal project and related activities authorized by this chapter located within the area in which it is authorized to act, any public body or municipality, upon terms and with or without consideration as it determines, may:

(i) Dedicate, sell, convey or lease any of its interest in any property or grant easements, licenses or other rights or privileges therein to a municipality;

(ii) Incur the entire expense of any public improvements it makes in exercising the powers granted in this section;

(iii) Do any and all things necessary to aid or cooperate in the planning or carrying out of an urban renewal plan;

(iv) Lend, grant or contribute funds to a municipality;

(v) Enter into agreements (which may extend over any period, notwithstanding any provision or rule of law to the contrary) with the federal government, a municipality or any other public body respecting action to be taken pursuant to any of the powers granted by this chapter, including the furnishing of funds or other assistance in connection with an urban renewal project and related activities;

(vi) Borrow money and apply for and accept any form of financial assistance from any source;

(vii) Furnish any public buildings and public facilities or any other works which it is otherwise empowered to undertake;

(viii) Furnish, dedicate, close, vacate, pave, install, grade, regrade, plan or replan streets, roads, sidewalks, ways or other places;

(ix) Plan or replan, zone or rezone any part of the public body or make exceptions from building regulations; and

(x) Cause administrative and other services to be furnished to the municipality.

(b) If at any time title to or possession of any urban renewal project is held by any public body or governmental agency, other than the municipality which is authorized by law to engage in the undertaking, carrying out or administration of urban renewal projects and related activities (including any agency or instrumentality of the United States of America), the provisions of the agreements referred to in this section inure to the benefit

of and may be enforced by the public body or governmental agency.

(c) Any sale, conveyance, lease or agreement pursuant to this section may be made by a public body without appraisal, public notice, advertisement or public bidding.

(d) As used in this section, "municipality" includes an urban renewal agency vested with all of the urban renewal project powers pursuant to W.S. 15-9-133.

W.S. 15-9-132. Instruments Presumed Properly Executed.

Any instrument executed by a municipality and purporting to convey the right, title or interest in any property under this chapter is conclusively presumed to have been executed in compliance with the provisions hereof insofar as title or other interest of any bona fide purchasers, lessees or transferees of the property is concerned.

Plan Amendments

This Plan may be reviewed and evaluated periodically, and may be amended as needed, in conformance with statutory requirements of W.S. 15-9-111, as follows:

- ***An urban renewal plan may be modified at any time. If a plan is modified after the lease or sale by the municipality of real property in the urban renewal project area, the modification may be conditioned upon the approval of the owner, lessee or successor in interest as the municipality deems advisable. The modification is subject to any rights at law or in equity as a lessee or purchaser, or his successor or successors in interest, are entitled to assert.***
- ***Upon approval by a municipality of an urban renewal plan or of any modification thereof, the plan or modification is deemed to be in full force and effect, and the municipality may then cause the plan or modification to be carried out in accordance with its terms.***

If a project is added to the plan, a public hearing shall be held before the Governing Body of the City of Green River in accordance with the public hearing requirements of W.S. 15-9-109 and statutory findings of W.S. 15-9-110.

Appendix A: Powers of a Municipality (W.S. 15-9-113)

15-9-113. General powers of municipality.

(a) In addition to any other powers specified by law, every municipality has all the powers necessary to carry out the purposes and provisions of this chapter, including the following powers:

(i) To undertake and carry out urban renewal projects and related activities within its area of operation; and to:

(A) Make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this act;

(B) Disseminate slum clearance and urban renewal information.

(ii) To provide or to arrange or contract for the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities or other facilities for or in connection with an urban renewal project;

(iii) To install, construct and reconstruct streets, utilities, parks, playgrounds and other public improvements;

(iv) To agree to any conditions that it deems reasonable and appropriate attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of an urban renewal project and related activities and to include in any contract let in connection with such a project and related activities, provisions to fulfill those conditions as it deems reasonable and appropriate;

(v) Within its area of operation, to enter into any building or property in any urban renewal area in order to make inspections, surveys, appraisals, soundings or test borings, and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted as provided by law;

(vi) To acquire by purchase, lease, option, gift, grant, bequest, devise, eminent domain or otherwise, any real property (or personal property for its administrative purposes) together with any improvements thereon and to hold, improve, clear or prepare for redevelopment any such property;

(vii) To mortgage, pledge, hypothecate or otherwise encumber or dispose of any real property;

(viii) To insure or provide for the insurance of any real or personal property;

(ix) To enter into any contracts necessary to effectuate the purposes of this act;

(x) To invest any urban renewal project funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control, or to deposit in savings accounts in national or state banks and to redeem any bonds issued pursuant to W.S. 15-9-119 at the redemption price established therein or to purchase those bonds at less than redemption price, all such bonds so redeemed or purchased to be cancelled;

(xi) To borrow money and to apply for and accept any form of financial assistance from any source for the purposes of this chapter, to give such security as may be required, to enter into and carry out contracts or agreements in connection therewith and to include in any contract for financial assistance with the federal government for or with respect to any urban renewal project and related activities such conditions imposed pursuant to federal laws as the municipality deems reasonable and appropriate and which are not inconsistent with the purposes of this chapter;

(xii) Within its area of operation, to make or have made all surveys and plans necessary to the carrying out of the purposes of this chapter and to contract with any person, public or private, in making and

carrying out those plans and to adopt or approve, modify and amend those plans, which plans may include but are not limited to:

(A) A general plan for the locality as a whole;

(B) Urban renewal plans;

(C) Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;

(D) Plans for the enforcement of state and local laws, codes, ordinances and regulations relating to the use of land, the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition or removal of buildings and improvements; and

(E) Perform or contract the performance of appraisals, title searches, surveys, studies and other plans and work necessary to prepare for the undertaking of urban renewal projects and related activities, to develop, test and report methods and techniques and carry out demonstrations and other activities for the prevention and the elimination of slums and urban blight.

(xiii) To prepare plans for and assist in the relocation of any persons displaced by an urban renewal project, and to make relocation payments to or with respect to those persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the federal government;

(xiv) To appropriate funds, make expenditures and levy taxes and assessments as may be necessary to carry out the purposes of this act;

(xv) To zone or rezone any part of the municipality or make exceptions from building regulations;

(xvi) To enter into agreements with an urban renewal agency vested with urban renewal project power under W.S. 15-9-133, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by a municipality pursuant to any of the powers granted by this chapter;

(xvii) To close, vacate, plan or replan streets, roads, sidewalks, ways or other places;

(xviii) To plan or replan any part of the municipality;

(xix) Within its area of operation, to organize, coordinate and direct the administration of the provisions of this act as they apply to the municipality in order that the objective of remedying slum and blighted areas and preventing the causes thereof within the municipality may be most effectively promoted and achieved and to establish new offices of the municipality or to reorganize existing offices in order to carry out the purpose most effectively;

(xx) To exercise all or any part or combination of powers granted by this section; and

(xxi) To plan and undertake neighborhood development programs consisting of urban renewal project undertakings and activities in one (1) or more urban renewal areas which are planned and carried out on the basis of annual increments in accordance with the provisions of this chapter for planning and carrying out urban renewal projects.

Appendix B: Resolution R02-64

Tuesday, December 3, 2002

RESOLUTION R02-64

A RESOLUTION FINDING THE EXISTENCE OF SLUM AND BLIGHTED AREAS WITHIN THE CITY OF GREEN RIVER, WYOMING, AND FINDING THAT REHABILITATION, CONSERVATION, REDEVELOPMENT, OR A COMBINATION THEREOF IS NECESSARY.

WHEREAS, after due consideration, the Governing Body of the City of Green River, Wyoming, has determined that there exist within the corporate limits of the City areas which meet the requirements of the Wyoming Urban Renewal Act, Sections 15-9-102 through 15-9-137, W.S. 2001.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY of the City of Green River, Wyoming, that:

SECTION 1. The Governing Body finds in accordance with Section 15-9-106, W.S. 2001, as follows:

A. One or more slum or blighted areas exist within the municipality; and

B. Rehabilitation, conservation, redevelopment, or a combination thereof of the area or areas is necessary in the interest of the public health, safety, morale, or welfare of the residents of the municipality.

SECTION 2. The Governing Body is empowered hereby to take all necessary actions delegated to it by the Wyoming Urban Renewal Act.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND APPROVED THIS 3rd DAY OF Dec, 2002.

Norman C. Stark
Norman C. Stark
Mayor

ATTEST:

Jeffrey V. Nieters
City Clerk

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Appendix C: Resolution R11-53

RESOLUTION NO. R11- 53

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, DETERMINING THAT IT IS IN THE PUBLIC INTEREST OF THE CITY TO COMBINE THE "URBAN RENEWAL AGENCY" WITH THE "GREEN RIVER MAIN STREET PROGRAM, DISSOLVING THE GREEN RIVER MAIN STREET ADVISORY BOARD, CREATING AN URBAN RENEWAL/MAIN STREET AGENCY BOARD WHICH WILL EXERCISE THOSE URBAN RENEWAL POWERS GRANTED BY THE WYOMING URBAN RENEWAL CODE, W.S. §§ 15-9-101 THROUGH 15-9-137; ELECTING TO HAVE THE "URBAN RENEWAL/MAIN STREET AGENCY" EXERCISE SAID POWERS; AND SPECIFYING THE NAME, APPOINTMENT AND TERMS OF OFFICE OF THE COMMISSIONERS OF THE "URBAN RENEWAL/MAIN STREET AGENCY."

WHEREAS, on or about December 3, 2002, the Governing Body of the City of Green River, Wyoming, passed and approved Resolution No. 02-64, finding that

(1) One or more slum or blighted areas exist in the municipality; and

(2) The rehabilitation, conservation, redevelopment, or a combination thereof, of the area or areas is necessary, in the interest of the public health, safety, morals or welfare of the residents of the municipality; and

and:

WHEREAS, on or about March 4, 2003, the Governing Body of the City of Green River, Wyoming, passed and approved Resolution No. 03-13, establishing the Green River Urban Renewal Agency to exercise its powers as specified in the Wyoming Urban Renewal Code, W.S. §§ 15-9101 through 15-9-137 ;

WHEREAS, on or about June 21, 2005, the Governing Body of the City of Green River, Wyoming established the Green River Main Street Advisory Board; and

WHEREAS, the Wyoming Main Street Board of Advisers on June 21, 2011 recommended the merging of the functions of the Green River Main Street Program with the Urban Renewal Agency and ; and

WHEREAS, the Governing Body of the City of Green River, Wyoming, determines it to be in the public interest to merge the functions of the Green River Main Street Program with the Urban Renewal Agency; and,

WHEREAS, the dissolution of the Green River Main Street Advisory Board is necessary; and

WHEREAS, the "Urban Renewal/Main Street Agency Board" should be authorized hereby

to exercise said urban renewal powers granted by the Wyoming Urban Renewal Code, W.S 15-9-101 through 15-9-137; and

WHEREAS, the name of the "Urban Renewal/Main Street Agency" and the composition of its Board of Commissioners should be specified herein.

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

1. The Governing Body determines it to be in the public interest to dissolve the existing Green River Main Street Advisory Board, and hereby dissolves such Board.

2. The Governing Body determines it to be in the public interest to merge the functions of the Green River Main Street Advisory Board with the Urban Renewal Agency.

3. The Urban Renewal Agency shall hereafter be titled and designated as the "Urban Renewal/Main Street Agency."

4. The Governing Body does hereby authorize the "Urban Renewal/Main Street Agency" to exercise its powers as specified in the Wyoming Urban Renewal Code, W.S. §§ 15-9101 through 15-9-137 and, to the extent permitted by law, oversee the Green River Main Street Program.

5. The Mayor, with the consent and advice of the City Council, shall appoint a Board of five (5) Commissioners in accordance with the requirements of W.S. § 15-9-134. The original appointment of commissioners shall be as follows: one (1) for a term of one (1) year; one (1) for a term of two (2) years; one (1) for a term of three (3) years; one (1) for a term of four (4) years; and one (1) for a term of five (5) years. Thereafter, each appointment shall be for a term of five (5) years.

6. The Agency shall have as its "area of operation" the limits as stated in W.S. § 15-9-103 (ii) Area of Operation" means the area within the corporate limits of the municipality and the area within five (5) miles of those limits, except that it does not include any area which lies within the territorial boundaries of another incorporated city or town unless a resolution has been adopted by the governing body of the other city or town declaring a need therefor;"

PASSED AND APPROVED this 16th day of August, 2011.

APPROVED:_____
H. Castillon, Mayor

ATTEST:_____
Jeff Neters, City Clerk

Appendix D: Planning & Zoning Commission Letter of Recommendation

(To be inserted)

Appendix E: Public Hearing Notice

(To be inserted)

Appendix F: Resolution R16-_____

(To be inserted)

Appendix G: Resolution R13-44

(To be inserted)

Appendix H: Plan Area 1 Parcels

100 E 2ND S
1000 W FLAMING GORGE WAY
101 S CENTER ST
1050 W FLAMING GORGE WAY
109 W 2ND S
11 S 4TH W
11 W FLAMING GORGE WAY
1100 W FLAMING GORGE WAY
113 N 4TH W
115 E FLAMING GORGE WAY
115 N 2ND W
115 N 3RD W
115 S 4TH E
12 E FLAMING GORGE WAY
120 S 2ND E
122 W FLAMING GORGE WAY
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125 S 2ND E
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129 E FLAMING GORGE WAY
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174 E FLAMING GORGE WAY
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247 E FLAMING GORGE WAY
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258 W FLAMING GORGE WAY
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260 W RAILROAD AVE
263 E FLAMING GORGE WAY
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275 W FLAMING GORGE WAY
280 W FLAMING GORGE WAY
287 E FLAMING GORGE WAY
288 W RAILROAD AVE
295 W FLAMING GORGE WAY
3 E FLAMING GORGE WAY
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308 E 2ND S
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36 S CENTER ST
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599 E 4TH S
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60 N 6TH W
60 W RAILROAD AVE
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73 UINTA DR
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850 W FLAMING GORGE WAY
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91 UINTA DR
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95 E RAILROAD AVE
95 N 6TH W
95 W 2ND S
950 W FLAMING GORGE WAY
98 E 2ND S
98 N 1ST E

Appendix H: Plan Area 1 Parcels

100 E 2ND S
11 W 4TH S
112 S 4TH W
115 E 3RD S
12 E 4TH S
124 W 3RD S
136 S 4TH W
140 W 3RD S
154 S 4TH W
155 W 2ND S A
160 S 1ST W
160 S 4TH E
160 S 5TH E
161 S 4TH E
168 S 4TH W
174 S 4TH E
178 S 4TH W
18 W 3RD S
180 UINTA DR
188 S 4TH W
19 E 4TH S
195 E 3RD S
195 S CENTER ST
198 S 4TH W
199 S 5TH E
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200 E 4TH S
200 E RAILROAD AVE
201 W 3RD S
202 S 1ST W
206 S CENTER ST
21 E 3RD S
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215 S 4TH E
220 S 5TH E
221 E 3RD S
221 S 2ND E
225 E 4TH S
227 E 4TH S
238 E 3RD S
240 S 5TH E
240 S CENTER ST
245 E 4TH S
249 S CENTER ST
255 E 3RD S
258 1/2 E 3RD S
258 E 3RD S
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385 E 4TH S
390 E 3RD S
398 E 4TH S
40 S CENTER ST
40 W 4TH S
409 S 5TH E
411 E 3RD S
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412 E 4TH S
420 E 4TH S
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70 UINTA DR
8 E 3RD S
84 UINTA DR
90 E 3RD S
90 S 4TH W
90 W 3RD S
91 UINTA DR
91 W 3RD S
95 UINTA DR
98 UINTA DR

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

GREEN RIVER
PLANNING & ZONING COMMISSION
50 E 2nd North Street, Green River, WY 82935
Phone: 307-872-6140 Fax: 307-872-0510
www.cityofgreenriver.org

June 8, 2016

Honorable Mayor Pete Rust
and City Council Members
City of Green River
50 East 2nd North
Green River, WY 82935

Re: P&Z Commission Recommendation of the "M.E.E.T. in Green River" Urban Renewal Plan

Dear Mayor Rust and Council Members:

On June 8, 2016 the Green River Planning and Zoning Commission held a public meeting to discuss the Green River Urban Renewal/Main Street Agency's "M.E.E.T. in Green River" Urban Renewal Plan for the adopted Central Business and River Corridor Urban Renewal Areas. The Urban Renewal / Main Street Agency presented the plan.

In accordance with Wyoming State Statute 15-9-108, "Prior to approval of an urban renewal project, the local governing body shall submit the urban renewal plan to the planning commission of the municipality, if any, for review and recommendations as to its conformity with the general plan for the development of the entire municipality. The planning commission shall submit its written recommendations with respect to the proposed urban renewal plan to the local governing body within thirty (30) days after receipt of the plan for review."

After discussion, it was the consensus of the Planning and Zoning Commission that the "M.E.E.T. in Green River" Urban Renewal Plan, as presented, is in conformity with the 2012 Comprehensive Master Plan of the City of Green River, which is the general plan for the development of the entire municipality. This letter serves as the Green River Planning and Zoning Commission's written recommendation as required by Wyoming State Statute 15-9-108.

Sincerely,

Jim Steiss

Jim Steiss, Chairman
Planning and Zoning Commission

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 6/24/16	Department: Community Development
Meeting Date: 7/5/16	Department Head: Laura Profaizer
	Presenter: Laura Profaizer

Subject:

Approval to release a portion of the Lynn Subdivision Standby Letter of Credit for completed subdivision improvements.

Background/Alternatives:

A portion of the improvements within the Lynn Subdivision have been installed and inspected by Mark Westenskow, Public Works Director. In accordance with the Subdivision Ordinance and the approved Subdivision Improvement Agreement for this subdivision, at any time after the satisfactory completion of construction of all or any public improvements, their final inspection and approval by the "City Engineer", the subdivider may request release of the corresponding portion of the subdivision guarantee, provided that at no time shall the guarantee be reduced to less than 25% of the original amount.

Joe Killpack of New Peak Land Development, LLC, has requested the release of _____ for the completed water and sewer mains and services, and various miscellaneous items, installed in the Lynn Subdivision. This amount corresponds with the inspection approval of Mark Westenskow, Public Works Director.

In accordance with the Subdivision Improvement Agreement, the release of this portion does not grant City ownership and maintenance of the improvements at this time. City acceptance of ownership and maintenance of the improvements will not occur until final acceptance of all subdivision improvements are installed and approved by the "City Engineer" and all items provided within the Subdivision Improvement Agreement have been satisfied.

Attachments:

Request for Release

Fiscal Impact:

N/A

Staff Impact:

N/A

Legal Review:

N/A

Suggested Motion:

I move to approve the partial release, in the amount of _____, from Standby Letter of Credit Number 5091756, issued by RSNB Bank, for the installation of subdivision improvements installed in the Lynn Subdivision.

From: Joe Killpack
To: Laura Leigh; "heather.anderson@rsnb.com"; Mark Westenskow
Subject: Release for Jackman
Date: Monday, June 27, 2016 2:56:33 PM

Hey Laura,

We are formally requesting a release on the Bond to pay Jackman Construction Company for the below items totally $248,900.00 However, we are reserving the right to withhold payment until we receive all appropriate lien waivers and documentation.

LYNN SUBDIVISION COST ESTIMATE			BASE BID			
ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	
	MISC. ITEMS					
MI-1	Mobilization, Demobilization, & General Contract Requirements	LS	1	$ 5,000.00	$ 5,000.00	
MI-2	Temporary Traffic Control	LS	1	$ 2,500.00	$ 2,500.00	
MI-3	Stormwater Permit and Erosion Control	LS	1	$ 1,500.00	$ 1,500.00	
MI-4	Overlot Grading (unclassified earthwork)	LS	1	$ 5,000.00	$ 5,000.00	
MI-5	Signage (Street, Stop, etc.)	LS	1	$ 1,000.00	$ 1,000.00	
MI-6	Street Lighting	EA	1	$ 5,000.00	$ 5,000.00	$ 14,000.00
				SUBTOTAL	$ 20,000.00	
	SANITARY SEWER SUMMARY					
SA-1	Install Sanitary Sewer Main (8" PVC SDR 35)	LF	518.0	$ 32.00	$ 16,576.00	
SA-3	Install 4" PVC Service Line	EA	18.0	$ 1,500.00	$ 27,000.00	
SA-4	Install Sanitary MH	EA	3.0	$ 3,500.00	$ 10,500.00	
SA-5	Removal and Haul of Existing Pavement (4")	CY	3.5	$ 15.00	$ 52.50	
SA-6	Removal and Haul Existing Base (6")	CY	5.0	$ 15.00	$ 75.00	
SA-7	Recondition/ recompact Native Subgrade (8" min)	SY	28.0	$ 2.00	$ 56.00	
SA-8	Placement of WYDOT Grade W Aggregate Base (9" min)	CY	7.0	$ 30.00	$ 210.00	
SA-9	Placement of Plant Mix Bituminous Pavement (4") - Pavement Patch	SY	28.0	$ 50.00	$ 1,400.00	
				SUBTOTAL	$ 55,869.50	$ 55,869.50
	WATER SUMMARY					
W-1	Install Water Main Open Excavation (PVC - C900 - 8")	LF	740.0	$ 45.00	$ 33,300.00	
W-2	Install 8" Gate Valve	EA	2.0	$ 2,300.00	$ 4,600.00	
W-4	Install Fire Hydrant Assembly (incl. TEE, GV, PIPE & FH)	EA	1.0	$ 6,500.00	$ 6,500.00	
W-5	Install Water Services (1" Cu)	EA	18.0	$ 1,800.00	$ 32,400.00	
W-6	Install Meter Pits (1")	EA	18.0	$ 1,200.00	$ 21,600.00	
W-7	Temporary Water Supply	LS	1.0	$ 15,000.00	$ 15,000.00	
W-8	Connect to Existing Water Main (10")	EA	2.0	$ 1,500.00	$ 3,000.00	
W-9	Removal and Haul of Existing Pavement (4")	CY	1.5	$ 15.00	$ 22.50	
W-10	Removal and Haul Existing Base (6")	CY	2.0	$ 15.00	$ 30.00	
W-11	Recondition/ recompact Native Subgrade (8" min)	SY	13.0	$ 2.00	$ 26.00	
W-12	Placement of WYDOT Grade W Aggregate Base (9" min)	CY	3.0	$ 30.00	$ 90.00	
W-13	Placement of Plant Mix Bituminous Pavement (4") - Pavement Patch	SY	13.0	$ 50.00	$ 650.00	
				SUBTOTAL	$ 117,218.50	$117,218.50
	ROAD SUMMARY					
RD-1	Recondition/ Recompact Native Subgrade (8" min)	SY	3,460.0	$ 2.00	$ 6,920.00	
RD-2	Placement of WYDOT Grade W Aggregate Base (9" min)	CY	865.0	$ 30.00	$ 25,950.00	
RD-3	Placement of Plant Mix Bituminous Pavement (4")	SY	2,570.0	$ 18.20	$ 46,774.00	
RD-4	Remove Concrete Curb, Gutter, and Sidewalk	LF	65.0	$ 5.00	$ 325.00	
RD-5	Install Concrete Concrete Curb and Gutter (6" Vertical)	LF	1,190.0	$ 25.00	$ 29,750.00	
RD-6	Install 4' Sidewalk (4" min)	SY	530.0	$ 30.00	$ 15,900.00	
RD-7	Install Concrete Pan (6" min)	SY	35.0	$ 20.00	$ 700.00	
RD-8	Handicap Ramps / Sidewalk	EA	2.0	$ 650.00	$ 1,300.00	
RD-9	Landscaping / Restoration	LS	1.0	$ 1,000.00	$ 1,000.00	
				SUBTOTAL	$ 128,619.00	
				TOTAL	$ 321,707.00	$187,088.00
				CONTINGENCY (15%)	$ 48,256.05	$ 61,812.00
				GRAND TOTAL	$ 369,963.05	$248,900.00

LS = Lump Sum EA = Each LF = Lineal Foot SF = Square Foot SY = Square Yard CY = Cubic Yard
DAY = Calendar Day HRS = Hours

NEWPEAK CONSTRUCTION COMPANY
CEO - Senior Project Manager
JOE KILLPACK
RESIDENTIAL COMMERCIAL DEVELOPMENT MEDICAL
Joe F. Killpack
307.875.4494
307.460.9029
joe@newpeakcc.com
www.newpeakcc.com
PO Box 70 Green River, WY 82935

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 6-27-2016	Submitting Department: URA/Main Street Agency
Meeting Date: 7-5-2016	Department Director: URA/Main Street Board
	Presenter: Jennie Melvin

Subject: *Consideration to Authorize Mayor Rust to sign the Memorandum of Understanding between the Wyoming Business Council, the City of Green River and Green River URA/Main Street.*

Background/Alternatives: *The Wyoming Business Council requires a signed Memorandum of Understanding for the provision of services to the local program by Wyoming Main Street. The MOU outlines the responsibilities of the Wyoming Business Council, the City of Green River and the Green River URA/Main Street Agency. This MOU shall expire December 31, 2017.*

Attachments:
Memorandum of Understanding

Fiscal Impact:
Fiscal impacts have already been budgeted for.

Staff Impact:
The URA/Main Street Administrator handles the day to day operations of the Main Street program under the supervision of the URA/Main Street Board.

Legal Review:
Pending

ORIGINAL
00151681

MEMORANDUM OF UNDERSTANDING BETWEEN THE WYOMING BUSINESS COUNCIL, THE CITY OF GREEN RIVER AND GREEN RIVER URA/MAIN STREET

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Wyoming Business Council (Council) whose address is: 214 W. 15th Street Cheyenne, WY 82002, the City of Green River (City), whose address is: 50 East 2nd North, Green River, WY 82935, and the Green River URA/Main Street (Local Program), whose address is: 50 East 2nd North, Green River, WY 82935.

2. **Purpose.** The purpose of this MOU is to implement the Wyoming Main Street Program in the City of Green River, Wyoming, to promote the revitalization of the designated downtown Main Street district of the City.

3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall terminate December 31, 2017. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.

4. **Payment.** No payment shall be made to either party by the other party as a result of this MOU.

5. **Responsibilities of Council.**

   A. Serve as the state-wide program coordinator for the Main Street program, also known as Wyoming Main Street. Council will maintain a working partnership with the National Main Street Center.

   B. Provide technical assistance to the Local Program according to its needs, as funds are available, according to the Program Guidelines as described in Attachment A.

   C. Attend interviews, at the request of the Local Program, for the Local Program's Manager position whenever the position is open.

   D. Organize and conduct a manager training orientation for new Main Street managers. This session will be conducted by Council staff.

   E. Organize and conduct training for board members, committee members, Main Street managers, and community volunteers, providing comprehensive training on the content and methodology of the Main Street program at the local level.

   F. Provide the Wyoming Main Street and the Main Street America logos electronically to the Local Program for use in printed publications. Logos must be used only in

conjunction with the celebration and promotion of Main Street. The style of the logos must not be modified in any way. The logos should be presented in either original colors, or black and white.

G. Provide an annual funding allocation to the Local Program to help send its Manager, board and committee members, and volunteers to the annual National Main Street Conferences and Best Practices Workshops as funds are available. These funds must be applied for by the Local Program as part of the annual Technical Assistance funding. These funds are only available to communities that are in compliance with this Memorandum of Understanding.

6. **Responsibilities of the City.**

A. Designate the Local Program as the local Main Street organization which shall be responsible for the implementation of Wyoming Main Street goals and objectives.

B. Promote economic revitalization of those portions of the City's downtown which are within the Local Program's District through the preservation and rehabilitation of its historic buildings and through such other and further measures as determined to be appropriate by the Wyoming Main Street.

7. **Responsibilities of the Local Program.**

A. Maintain an active volunteer Board of Directors representing downtown stakeholders, including representatives of downtown business and property owners and other community entities, to oversee the continuing development of the Local Program for the term of this MOU.

B. Commit to actively participate in the Wyoming Main Street program including, but not limited to, maintaining an operating budget. The Board of Directors will be the primary fundraisers for the Local Program's basic operating budget. All communities must designate a representative to be the lead and contract for the program.

   i. For Certified communities, the operating budget must include necessary staff, travel and operating expenses. A Local Manager/Director must be employed for the day-to-day responsibilities of program administration. The Board shall develop a job description setting forth the administrative responsibilities.

C. Implement a comprehensive revitalization strategy following the Main Street Four-Point Approach™ established by the National Main Street Center. The Four-Points (Organization, Promotion, Design and Economic Vitality) should be utilized for program stability. An annual work plan using the four-point approach must also be developed and submitted to Wyoming Main Street annually.

D. Submit monthly reinvestment reports to Wyoming Main Street that track key performance measures and progress of the Local Program. The monthly reinvestment reports shall describe downtown improvements, local economic data, local volunteer utilization and the progress of technical assistance projects. Reports are due on the 15th of each month following the reported month.

E. Provide Wyoming Main Street with copies of all published materials relating to the Local Program.

F. Have the Local Manager/Director/Representative participate, as requested by Wyoming Main Street, in all required training sessions.

G. Promote and encourage board member and volunteer attendance at local, state and national training opportunities, as identified by Wyoming Main Street. Attendance minimums at on-site presentations may be set by Wyoming Main Street in advance.

H. Complete an annual review as directed by Wyoming Main Street.

I. The Local Program will illustrate the acknowledgement of the receipt of the Wyoming Main Street's services by crediting its participation, and as a beneficiary of, the statewide program through the appropriate methods (i.e., printed acknowledgement in public notices, press releases, project signs, publications, verbal recognition at public meetings, etc.).

J. The Local Program will maintain an active membership in the National Main Street Center.

K. Return all Wyoming Main Street signs to the Council if the Local Program withdraws from the Main Street program or no longer fulfills the requirements of the Program Guidelines.

8. **General Provisions.**

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

B. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Entirety of Agreement.** This MOU, consisting of five pages (5) and Attachment A, consisting of three (3) pages represent(s) the entire and integrated agreement between the parties and supersede(s) all prior negotiations, representations and agreements, whether written or oral.

D. **Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his representative.

E. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

F. **Sovereign Immunity.** The State of Wyoming, Council, and the City do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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

WYOMING BUSINESS COUNCIL

_____ _____
Thomas Johnson, Chief Performance Officer Date

_____ _____
Molly Spangler, Director Date
Investment Ready Communities Division

CITY OF GREEN RIVER

_____ _____
Pete Rust, Mayor Date

GREEN RIVER URA/MAIN STREET

Robert V Berg 6-16-16
Robert Berg, Chair Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Susan G O'Brien 151681 May 10, 2016
Susan G. O'Brien, Senior Assistant Attorney General Date

9. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

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WYOMING BUSINESS COUNCIL

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Thomas Johnson, Chief Performance Officer Date

_____ _____
Molly Spangler, Director Date
Investment Ready Communities Division

CITY OF GREEN RIVER

_____ _____
Pete Rust, Mayor Date

GREEN RIVER URA/MAIN STREET

Robert A Berg 6-16-16
Robert Berg, Chair Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Susan G O'Brien 5/16/51 May 10, 2016
Susan G. O'Brien, Senior Assistant Attorney General Date

Wyoming
BUSINESS COUNCIL
MAIN STREET

Wyoming Main Street Program Guidelines

Wyoming Main Street
Wyoming Main Street is the state-level coordinating entity that promotes and manages the National Main Street Center's program within the state of Wyoming. Wyoming Main Street's mission is to assist Wyoming communities of various sizes and resource-levels with downtown revitalization efforts. The key function is the coordination and delivery of technical services and-training to participating programs. Main Street® utilizes modest resources to increase local economies and strengthen community pride. Main Street organizations must learn to leverage local assets to achieve the community's vision. A successful program will attract additional involvement and investments.

Main Street Community benefits:

- Accreditation with National Main Street Center (for Certified Main Streets only)
- Affiliate designation with National Main Street Center (for Affiliate Main Streets only)
- Monthly Hot Topic Sessions
- Program Manager hiring advisory assistance
- Biennial Program Review by state staff & partners
- Volunteer Development Training
- Technical Assistance Funding opportunities for projects and training
- Certification signage may be purchased
- Quarterly manager meetings & trainings
- Board & Committee Member Training
- Manager Training
- Planning Sessions

Wyoming
BUSINESS COUNCIL
MAIN STREET

Aspiring Community
Aspiring Communities. Each year Wyoming Main Street may select communities wanting to develop a downtown revitalization program based on the National Main Street Center's Main Street America principles. The community will designate its desire to be a certified or an affiliate community and have up to two years to reach that goal. Wyoming Business Council staff will help the downtown program with training, planning, organization, community outreach and project specific consultations. Reinvestment tracking procedures will be introduced. Six-month monthly tracking period is necessary before moving on to the Affiliate or Certified level.

An Aspiring designation is temporary; the intention is for communities to graduate to either an Affiliate or Certified within two years.

The Aspiring Communities are eligible for scholarships to attend Main Street Now Conference, monthly call-in Hot Topic sessions, quarterly managers' meetings. Planning grants will be available as funding allows. Membership with the National Main Street is highly encouraged.

Affiliate and Certified Main Street Community
To be considered a Wyoming Certified or Affiliate Main Street Community a program must have organizational documents, a board of directors representing broad-based community support; an annual work plan and budget; regular meetings with agendas and minutes, a record of quarterly presentations to local government agencies (city council and county commissioners); committees and volunteers conducting the activities of the program and understand the National Main Streets' performance standards/expectations.

Affiliate and Certified applications are considered annually. Aspiring communities and communities with an existing organization focused on downtown development are eligible to apply.

A Letter of Intent to apply is due on October 1 and applications are due December 1. Applications are evaluated by the Wyoming Main Street Advisory Board and partners. Selected communities are expected to make a presentation to the Wyoming Main Street Advisory Board and partners at an open public meeting. The board will ask questions during the presentation and make a recommendation to the Wyoming Business Council's CEO for a final decision. Acceptance as a Wyoming Main Street Community is based on their ability to meet the expectations/requirements of Wyoming Main Street and the NMSC's performance standards.

Wyoming
BUSINESS COUNCIL
MAIN STREET

Requirements for Certified and Affiliate Main Streets:

- Has an organized structure and maintains an active volunteer board of directors that represents community support.
- Commits to participating in the Wyoming Main Street Program.
- Maintain standards as set by the National Main Street Center, including a historic preservation ethic.
- Submits an annual work plan and operating budget that includes adequate travel expenses.
- Submit monthly reinvestment reports to WYMS.
- Attendance by Local Manager (or proxy) at all required WYMS Managers' Meetings.
- Attendance by Local Manager at the National Main Street Conference and WYMS Best Practices Workshop.
- Encourage board members and volunteers to participate in local, state, and national training opportunities and provide the necessary training for board members and committees.
- Complete annual review and self-evaluation as requested.
- Maintain an active membership with the National Main Street Center.

Wyoming Main Street communities have access to the following funding opportunities:

- Technical Assistance Funds
- Historic Architecture Assistance Fund (HAAF)
- Wyoming Main Street Participation Loan
- Best Practices Workshop (pre-Main Street Now program)
- Community Development Block Grant funding
- Business Ready Community grants and loans

Application Deadlines

Wyoming communities that seek to join the Wyoming Main Street Program must submit a Letter of Intent by October 1st of each year and the final application is due December 1. The criteria is described below.

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 27, 2016	Department: Public Works
Meeting Date: July 5, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Adoption of Title VI Assurances / Non-Discrimination Provisions & Identification of EEO Coordinator for projects using Federal Funds obtained through WYDOT.

Background/Alternatives:

The City received a grant from the WYDOT Transportation Alternatives Program for the installation of ADA improvements at several intersections. The use of these grant funds requires the City's adoption of FHWA Standard Non-Discrimination Provisions and Assurances. The City must also identify a Title VI / EEO Coordinator for these projects.

Attachments:

Identification of Title VI / EEO Coordinator, Standard Title VI Assurances / Non-Discrimination Provisions

Fiscal Impact:

None

Staff Impact:

Minimal

Legal Review:

Complete 6/28/16

Suggested Motion:

"I move to authorize the Mayor to sign the Standard Title VI Assurances / Non-Discrimination Provisions and confirm the Mayor's appointment of Mark Westenskow as the Title VI / EEO Coordinator for projects using Federal Funds obtained through WYDOT."

IDENTIFICATION OF TITLE VI / EEO COORDINATOR

Funding Recipient/Contractor Name:	City of Green River
WYDOT Project #:	CD16308
Project Location:	Green River, WY
Phone #:	307-872-0525

TITLE VI/EEO IDENTIFICATION REQUIREMENTS

Has the Title VI/EEO Coordinator attended the Local Public Agency training from the Wyoming Department of Transportation? *(Project Sponsor Only – Contractors need not respond)*	YES [x]	NO [ ]
Has the Coordinator changed since the last submitted Identification form?	YES [x]	NO [ ]
Is the Coordinator clearly identified within the organization as the individual who will process and/or notify required staff of Title VI/EEO identified issues?	YES [x]	NO [ ]

TITLE VI/EEO COORDINATOR IDENTIFICATION

As required in the Equal Employment Opportunity Special Provisions included in federally funded highway construction contracts/agreements, this form acts as official identification of the Title VI/EEO Coordinator (and/or update) to the Wyoming Department of Transportation and the U.S. Federal Highway Administration (FHWA).

The aforementioned Funding Recipient/Contractor understands that additional information regarding the Coordinator, the Title VI/EEO policy and other aspects of the construction contract compliance program may be requested and/or reviewed at the request of the funding agency.

Title VI/EEO Coordinator: Mark Westenskow, PE	**Signature:**	**Date:**
Title VI/EEO Coordinator Work Title: Public Works Director	**Email Address:** mwestenskow@cityofgreenriver.org	**Phone #:** 307-872-0525

APPOINTING OFFICIAL'S ACKNOWLEDGEMENT

Appointing Official's Name: Pete Rust	**Signature:**
Appointing Official's Work Title: Mayor, City of Green River	**Date:**

For questions regarding this form, contact WYDOT's Office of Civil Rights Program Manager, Lisa Fresquez at 307.777.4457 or lisa.fresquez@wyo.gov.

The United States Department of Transportation

Standard Title VI Assurances/Non-Discrimination Provisions

DOT Order No. 1050.2A

City of Green River (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from DOT, including the FHWA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurances, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations;

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "City of Green River, *in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*";

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations;

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient;

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith;

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property;

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, City of Green River also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

City of Green River gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the Department of Transportation under the **FHWA Program**. This ASSURANCE is binding on [insert State], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **FHWA Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

City of Green River

By:_____

(*Signature of Authorized Official*)

DATE: _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration (FHWA)**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **FHWA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **FHWA**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **FHWA** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **FHWA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR DEEDS TRANSFERING UNITED STATES PROPERTY

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that City of Green River will accept title to the lands and maintain the project constructed thereon in accordance with Moving Ahead for Progress in the 21st Century (MAP-21), the Regulations for the Administration of Federal Highway Administration (FHWA)Program**,** and the policies and procedures prescribed by the FHWA of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto City of Green River all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" (if applicable) attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto City of Green River and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on City of Green River, its successors and assigns.

City of Green River, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that City of Green River will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will there on revert to and vest in

and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by City of Green River pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, City of Green River will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Green River will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Green River and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

APPENDIX D

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Green River pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, the City of Green River will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City of Green River will there upon revert to and vest in and become the absolute property of City of Green River and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 etseq).

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

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 28, 2016	Department: Public Works
Meeting Date: July 5, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Amendment to the Cooperative Agreement between WYDOT and the City of Green River for the Urban Systems Streets Project.

Background/Alternatives:

In 2012, the City of Green River and WYDOT entered a Cooperative Agreement for the reconstruction of portions of West Teton Boulevard, East Teton Boulevard, and Hitching Post Drive. As a condition of the Agreement, the City of Green River would pay 9.51% of the project costs, with the remainder to be funded by Federal funds administered through WYDOT. The proposed Amendment updates the Agreement to formally recognize the current project costs based on the actual low bid received by WYDOT.

Attachments:

Amendment Number One to the Cooperative Agreement, Exhibit "A"

Fiscal Impact:

Adequate funds had been budgeted during the 2015-2016 Fiscal Year for Project URSYS to accommodate the current costs.

Staff Impact:

Minimal

Legal Review:

Complete 6/28/16

Suggested Motion:

"I move to authorize the Mayor to sign Amendment Number One to the Cooperative Agreement between the Wyoming Department of Transportation and the City of Green River for the Urban Systems Streets Project."

AMENDMENT NUMBER ONE
TO THE COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF GREEN RIVER

Federal Project STPU-GR 0.00 B143009
Green River Streets
East & West Teton Blvd. and
Hitching Post Drive
Sweetwater County

1. **Parties.** This Amendment is made and entered into by and between the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009; and the City of Green River (City), whose address is 50 East Second North, Green River, Wyoming 82935.

2. **Purpose of this Amendment.** This Amendment shall constitute the First Amendment to the Original Agreement between WYDOT and the City which was duly executed on July 2, 2012. The purpose of this Amendment is to amend the Exhibit "A" costs to reflect the low bid submitted by Lewis & Lewis, Inc., at the March 3, 2016 Bid Opening.

   The Original Agreement dated July 2, 2012 provided for the reconstruction of the East Teton Blvd. from California Drive to Colorado Drive; West Teton Blvd. from Upland Way to Bridger Drive; and Hitching Post Drive from Upland Way to Iowa Street in the City of Green River for the total Agreement amount of $3,252,095.

   Amendment Number One provides for amending the Exhibit "A" costs to reflect the low bid submitted by Lewis & Lewis, Inc., at the March 3, 2016 Bid Opening, increasing the Agreement amount by $573,426 for a total project cost of $3,825,521. Maximum STP Urban Federal funds available through FY17 are $3,700,616. (See attached revised Exhibit "A")

3. **Term of Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Agreement, unless terminated at an earlier date pursuant to the provisions of the Agreement, or pursuant to federal or state statute or rule or regulation.

4. **Special Provisions.** Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Agreement between WYDOT and the City, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

5. **General Provisions.** Entirety of Agreement. This Amendment, consisting of two pages, and Exhibit "A", consisting of one page; and the Original Agreement consisting of eight pages, Attachment "A", consisting of 16 pages, Attachment 1 and Exhibit "A, consisting of one page each; represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

6. **Signatures.** In witness thereof, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment Number One to the Original Agreement between WYDOT and the City, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

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

Attest:

_____
Name

_____
Title

City of Green River, Wyoming:

_____
Pete Rust, Mayor

_____
Date

Attest:

_____
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

Wyoming Department of Transportation:

_____
Gregg C. Fredrick, P.E., Chief Engineer

_____
Date

Approved as to form:

By: _____
Michael T. Kahler
Senior Assistant Attorney General
State of Wyoming

Date amendment prepared: 3-29-16

EXHIBIT "A"

Federal Project STPU-GR-B143009
Green River Streets (East & West Teton Blvd & Hitching Post Dr)
Sweetwater County

Revised: March 11, 2016

Costs were assembled by WYDOT using bid tabulations calculated from the apparent low bid submitted by Lewis & Lewis, Inc., on March 3, 2016.

Estimated Construction Costs	$2,698,853.00	
Preliminary Engineering (Expenditures to date)	485,000.00	
10% Construction Engineering	269,885.00	
State Maintenance Forces (Striping)	884.00	
Right-of-Way Acquisition	80,000.00	
Total Direct Costs	3,534,622.00	[1]
Indirect Cost Allocation (ICAP) (3,534,622) (0.0823)	290,899.00	[2]
Total Project Costs = [1] + [2]	$3,825,521.00	

Funding Breakdown:

WYDOT's Federal Aid Urban Match: (3,825,521) (0.9049)	$3,461,714.00	[3]
City's Match: (3,825,521) (0.0951)	363,807.00	[4]
Total Project Costs = [3] + [4]	$3,825,521.00	

NOTE: All costs shown are rounded to the nearest even dollar.

The above figures are for estimating purposes only and are subject to revision throughout the life of this project.

*Maximum STP Urban Federal Aid funds through FY17 are $3,700,616

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

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 28, 2016	Department: Public Works
Meeting Date: July 5, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

WWTP Replacement Facility Design: SRF Loan Application for an additional $1,200,000.

Background/Alternatives:

The City recently applied for and received conditional approval for a $1.2 Million State Revolving Fund (SRF) Loan to develop the Design for a Wastewater Treatment Plant Replacement Facility. However, the City did not receive a requested Mineral Royalties Grant to match the loan. Given the current grant funding situation at the State, Public Works desires to apply for an additional $1.2 Million SRF Loan to allow the project design to move forward in the 2016-2017 budget year The new facility design is expected to take one year, and additional funding would be needed prior to any construction activities.

Attachments:

Application to SRF, including required Resolution

Fiscal Impact:

The total design costs are estimated to be $2.4 Million. The additional $1.2 Million SRF Loan would allow the City to begin with the design phase of the Treatment Plant Replacement Facility without depleting Wastewater Fund capital reserves.

The 11% Wastewater Utility rate increase approved in the 2016-2017 Budget anticipated the debt service for this loan.

Staff Impact:

If the SRF Loan is approved, staff from the Finance Department will administer the terms of the loan. Staff from the Public Works Department will administer any contracts resulting from the project.

Legal Review:

N/A

Suggested Motion:

"I move to approve the Resolution Authorizing Submission of the application to the Wyoming State Revolving Fund Program for a $1.2 million loan for the design phase of the Wastewater Treatment Plant Replacement Facility Project on behalf of the Governing Body for the City of Green River and authorize the Mayor to sign pertinent loan documents."

Resolution No. 16-

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A PRE-APPLICATION FORM TO THE TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON BEHALF OF THE GOVERNING BODY FOR THE

City of Green River
(NAME OF APPLICANT)

FOR THE PURPOSE OF Wastewater Treatment Plant Replacement Facility Design
(STATE TITLE AND PUROSE OF PROJECT)

WITNESSETH

WHEREAS, the Governing Body for the City of Green River
(NAME OF APPLICANT)

desires to participate in the State Revolving Fund program to assist in financing this project: and

WHEREAS, the Governing Body for the City of Green River
(NAME OF APPLICANT)

recognizes the need for the project: and

WHEREAS, the STATE REVOLVING FUND program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the City of Green River
(NAME OF APPLICANT)

plans to repay the requested STATE REVOLVING FUND LOAN from the following sources (s):
(DESCRIBE THE SOURCE OF ALL REPAYMENT FUNDS)
The City adopted a wastewater utility rate increase of 11% through its annual budget process (effective July 1, 2016), that will be applicable to the debt service for the loan.

; and
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Green River
(NAME OF APPLICANT)

that a loan application in the amount of $ 1,200,000.00 be submitted to the State Loan and Investment Board for consideration at the State Loan and Investment Board meeting to assist in funding Wastewater Treatment Plant Replacem
(name of project)

BE IT FURTHER RESOLVED, that Chris Meats, Finance Director & Mark Westenskow, DPW
(name and title of persons)

are hereby designated as the authorized representatives of the City of Green River
(name of applicant)

to act on behalf of the Governing Body on all matters relating to this loan application.

PASSED, APPROVED AND ADOPTED THIS_____ day of _____, 20_____

_____
(Name & Title)

Attest:

_____
(Name & Title)

WYOMING
CLEAN WATER
STATE REVOLVING FUND

LOAN PRE-APPLICATION
FOR SPECIAL PROGRAM INCENTIVES

OFFICE OF STATE LANDS AND INVESTMENTS

Please submit 1 original, signed in Blue Ink by the authorized representative of the governing body, and 2 copies of the Loan Pre-application for Special Program Incentives; to:

Office of State Lands & Investments
122 West 25th Street
Herschler Bldg. 3W
Cheyenne, WY 82002

If you need assistance in completing this form, please contact the following agencies:

Application and/or financial information:
State Lands & Investments, 307-777-6046

Technical, Environmental, or project specific information:
Wyoming Department of Environmental Quality
Water Quality Division, 307-777-6371

CWSRF Application Checklist (1 original of all items on list and all documents are to be signed in blue ink; and 2 copies of each item on list starting with "application")

- ✓ **Application Cover Sheet (page 2)**
- ✓ **Application Summary Form (page 3)**
- ✓ **Application - Resolution authorizing submission of application (page 4)**
- ✓ **List of estimated project schedule and timelines. Upon Loan approval, this list will be attached to the Loan Agreement. (Page 5) - Project Timeline**

OFFICE OF STATE LANDS AND INVESTMENTS
Clean Water State Revolving Fund
PRE-APPLICATION COVER SHEET

Applicant: City of Green River Date: 07/08/2016

Address: 50 East 2nd North, Green River, WY 82935

Contact Person: Chris Meats

E-mail address: cmeats@cityofgreenriver.org Phone No.: (307) 872-6125

Engineer: Mark Westenskow, PE

E-mail address: mwestenskow@cityofgreenriver.org Phone No.: (307) 872-0525

Tax I.D. Number (required): 83-6000065

Population	12,515
Annual Median Household Income	71,766.00
Project Ranking on Intended Use Plan/Year of Intended Use Plan	99
Date of Mandatory Public Meeting	02/25/2016

Project Name: Wastewater Treatment Plant Replacement Facility Design

Brief Description: Perform design of a new facility to replace the City's existing wastewater treatment lagoons

Funding Source	Amount Requested	AMT OF PRINCIPAL FORGIVENESS REQUESTED
Clean Water SRF Loan (Core Program 2.5% Interest)		
Clean Water SRF Loan (Special Program 2.5% Interest)	$1,200,000.00	$300,000.00
Clean Water SRF Loan (Special Program-Green Project 0% Interest)	$0.00	$0.00

Total SRF Funding Requested $ 1,200,000.00 (total from table above)

Applicant's Other Funding $ 1,200,000.00 (total from table below)

Total Project Cost $ $2,400,000.00

*List applicants other funding sources individually. Provide funding source, funding amount and status for each source:

Funding Source	Funding Amount	Funding Status		
CWSRF Loan	1,200,000.00	Approved	✓	Pending
		Approved		Pending
		Approved		Pending
		Approved		Pending
		Approved		Pending
		Approved		Pending
		Approved		Pending
		Approved		Pending
		Approved		Pending

PRE-APPLICATION SUMMARY FORM

Applicant:	City of Green River	Project Name:	Wastewater Treatment Plant Replacement Facility Design

Water Rate Information

Current Number of Service Connections: 4,332

Water Meters — Water Meters in Use? (●) Yes ( ) No

Rate per 20,000 gallons or monthly flat rate if not metered: 60.41

Rate Schedule as more water is used: See attached rate schedule

Attach rate schedule if necessary – Schedule attached? — Rate Schedule Attached? (●) Yes ( ) No

Sewer Rate Information

Rate per 1,000 gallons or monthly flat rate: 18.80 — Monthly minimum 18.80

Assessed Valuation this FY: $81,796,169

Assessed Valuation for each of the last three FY's:	2013	78,183,338.00	2012	75,711,016.00	2011	75,890,849.00

Total Mills levied this FY: 8 mills levied for the City of Green River

DETAILED PROJECT DESCRIPTION:

The City of Green River is in a period of significant capital investment in its wastewater system. The City is engaged in a multi-year process of replacing three existing, aging and degraded lift stations in its wastewater collection system. At the same time, the City is facing more stringent discharge limits in its upcoming wastewater treatment plant permitting cycle with WyDEQ and EPA, scheduled for 2021. While the City's existing wastewater reserve funds are adequate for emergency repairs, the combination of upcoming infrastructure needs has the City seeking ways to stretch local dollars through available funding mechanisms.

The largest and most significant expected project will involve the replacement of the City's entire wastewater treatment plant to meet future expected discharge requirements. The City has prepared a Wastewater Treatment Plant Master Plan to identify the scope and extent of project needs for this facility. The WWTP Master Plan recommends the construction of a new activated sludge treatment plant to accommodate the current and projected flows and discharge limits. The WWTP serves 100% of the City's population of 12,515 (estimated mean income of $71,766). The project is ranked #99 on the 2016 Intended Use Plan, and is estimated to cost $30 million. Recognizing that this and other needed projects are beyond its current means, the City has looked forward to establish a strategic process whereby it can accomplish these projects through reasonable rate increases leveraged with available State and Federal funding.

To that end, the City has initiated its smaller wastewater capital projects with funding from State and local sources. In 2016 the City is replacing two aging sanitary sewer lift stations (Hutton Heights and Colliers) within the City of Green River. This project is funded by a Mineral Royalties Grant and State Revolving Fund Loan. The City also expects to replace its Northside lift station beginning in 2016. This lift station serves approximately one third of the City, including an area where significant economic development investment will be made in the upcoming years. The City has received a Business Ready Communities Grant to help fund this lift station replacement in conjunction with a broader community infrastructure investment. The City has begun raising wastewater rates to cover the required debt service for these projects, and is conducting a Rate Audit in 2016 to determine a systematic process to raise its utility rates to where they will need to be for expected debt service for the WWTP Replacement Facility project.

(Please see attachment for continuation.)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Pete Rust, Mayor

Name and Title (typed) — Signature — Date

Chris Meats, Director of Finance/City Clerk — Phone No. (307) 872-6125

Name and Title of Contact Person — E-mail: cmeats@cityofgreenriver.org

(continued)

CURRENT PROPOSAL

The existing City of Green River Wastewater Treatment Plant consists of a lagoon system that treats approximately 1.1 million gallons of wastewater per day. The plant discharges to the Green River above Flaming Gorge Reservoir and is one of the largest lagoon systems in the entire Colorado River Basin. The original ponds that have become the current treatment plant were constructed in the 1960's, and have evolved into a modern treatment facility through periodic upgrades and modifications.

Discharges from the existing City of Green River Wastewater Treatment Plant are governed by conditions established through permits issued by the WyDEQ and EPA. The City's current discharge permit expires in 2021, at which time a new permit with more stringent conditions is expected. When the City began its Master Planning project for the treatment plant, it was thought that the current 2016 permit would include limitations on nutrients (nitrogen and phosphorous) that had not been in place previously, and that cannot be treated with the technology in use at the existing City of Green River WWTP. While the 2016 permit did not implement the expected nutrient discharge limits, it did establish a monitoring protocol for these substances. We now understand that these limitations are more likely to be imposed on the City's 2021 permit, which provides some measure of relief for the City's wastewater system. Instead of facing impending discharge permit violations, the City can now focus on proper planning and implementation of system improvements that can be designed, constructed, and operable before its 2021 permit is issued.

FINANCIAL

The City has already completed its Master Plan for the WWTP using local funds, and is preparing to begin design of the new treatment plant. The design phase alone is estimated at $2.4 million. To finance the design phase, the City obtained preliminary approval for a $1.2 million Clean Water State Revolving Fund Loan, and is now proposing a second State Revolving Fund loan for the remaining 50% of the projected design costs. The City proposes to repay the full $2.4 million SRF loan through an 11% rate increase adopted through its 2016-2017 fiscal year budgeting process, effective July 1, 2016. The City's ongoing Rate Audit is expected to identify a rate strategy that will continue to adjust rates as needed for debt service as the WWTP Replacement project moves forward.

Additional funding sources will be needed as the WWTP Replacement project moves from design into construction. The City is actively pursuing other funding sources, including Federal options, to enable this project to move forward.

Applicant:

City of Green River

Project Name:

Wastewater Treatment Plant Replacement Facility Design

PROJECT TIMELINE

Task	Date	Actual/Estimate
Selection of Consultant (for Planning Study)	2/4/2014	Actual
Receive Draft of Planning Study	2/2/2015	Actual
Receive Final copy of Planning Study	5/18/2015	Actual
Submit Planning Study to OSLI and DEQ for review and comment	10/1/2016	Estimate
Submit Revised Final copy of Planning Study to OSLI and DEQ	12/1/2017	Estimate
Selection of Consultant (for Design Phase)	1/1/2017	Estimate
Contract documents submitted to SRF Staff for Approval	1/1/2018	Estimate

Applicant:

City of Green River

Project Name:

Wastewater Treatment Plant Replacement Facility Design

PROJECT TIMELINE

Task	Date	Actual/Estimate
1. Contract documents submitted to SRF Staff for approval	01/01/2018	Estimate
a) Apply for DEQ Permit to Construct	02/01/2018	Estimate
b) All permits, easements, Right of Ways approved or finalized/signed	06/01/2018	Estimate
2. Publish call for bids approved by SRF Staff	06/01/2018	Estimate
3. Construction start date	09/01/2018	Estimate
4. Substantial completion date	06/01/2021	Estimate
5. Construction end date	08/01/2021	Estimate

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 15, 2016	Department: Public Works
Meeting Date: July 5, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Consideration to Approve an Easement for Union Telephone Company

Background/Alternatives:

Union Telephone Company is seeking to install new fiber optic transmission equipment in a corridor across Sweetwater County. A portion of the corridor would need to cross through the City Limits of Green River between the WYDOT right-of-way for I-80 and the County right-of-way for Wild Horse Canyon Road. The new fiber optic transmission line would follow the City right-of way for Wild Horse Canyon Road for approximately 3,000 linear feet.

The proposed equipment will benefit all Union Telephone customers within the area, and will be located within existing street rights-of-way.

Attachments:

Easement Document

Fiscal Impact:

Minimal

Staff Impact:

Minimal

Legal Review:

Complete 6/3/2016

Suggested Motion:

I move to approve the Easement with Union Telephone Company within Wild Horse Canyon Road, and authorize the Mayor to sign the pertinent Easement documents.

Non-Exclusive
Right of Way Easement

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned City of Green River, a Wyoming Municipal Corporation (hereinafter called the "Grantor"), in consideration of the sum of Three Thousand Dollars ($3,000.00), and other good and valuable consideration, receipt of which is hereby acknowledged, and of further agreements and considerations herein stated, does hereby grant and convey unto Union Telephone Company, of Mountain View, Wyoming (hereinafter called the "Grantee"), and to its successors and assigns, a perpetual, non-exclusive right-of-way easement being located in the County of Sweetwater, Wyoming, and more particularly described as follows:

EXHIBIT "A" (written description)

EXHIBIT "B" (photographic description)

Which easement shall not exceed sixteen (16) feet in width nor four (4) feet in depth (in accordance with the Wyoming Department of Transportation specifications), for the purpose of construction, reconstruction, replacement, removal, maintenance and operation of an underground fiber optic line or system, wires, cables, and fixtures, with the right to alter, repair and remove the same in whole or in part at any time. Pursuant to Wyo. Stat. § 34-1-141, and after construction and installation of the fiber optic line, Grantee shall supplement the descriptions in Exhibits "A" and "B" with a surveyed and as-built description upon completion of the construction. Upon completion of the survey, both parties shall agree to execute a recordable supplemental specific description of the easement granted herein as require by statute.

2. Grantee shall also have the right to reasonable ingress and egress across Grantor's property for any purpose necessary in connection with the construction, reconstruction, removal, maintenance and operation of said fiber optic line. Such ingress and egress shall be exercised in a reasonable manner and Grantor will be notified of such actions prior to occurrence, unless such actions are emergency in nature.

3. Grantee shall at all times exercise due care and diligence to avoid damage to Grantor's property and any other personal property on said real property while performing construction or maintenance work on said right-of-way.

4. Grantor agrees that all lines, wires, underground equipment and other facilities installed by the Grantee on the above described lands shall remain the property of the Grantee, removable at the option of the Grantee.

5. Grantor shall be entitled to the full use and enjoyment of said premises, subject only to the reasonable rights of Grantee herein conveyed.

6. The grant herein contained is an easement and shall be perpetual, so long as said land is used for the aforementioned purposes and shall be binding upon the heirs, successors and assigns of Grantor. If Grantee shall fail for a period of one (1) year to use this easement for the purposes described herein, then this easement shall be vacated and Grantee shall remove any and all above ground equipment at Grantee's sole expense. Upon termination of this Right of Way

Easement, the recording of an Affidavit, signed by Grantor, shall serve as prima facie evidence of such termination and shall clear the title to this property. In addition, upon termination, the Grantor shall have the right, but not the obligation, to remove said fiber line from its property.

7. Grantor is well seized of the above described lands and will defend title thereto. Any conveyance of the right of way easement by Grantor during the grant term will be subject to this grant. Grantor covenants that at all times during the term of this grant, Grantee's quiet enjoyment of the right of way easement shall not be disturbed.

8. Grantor is a Municipal Corporation of Wyoming which has certain privileges and immunities. Nothing in this grant is intended to be a waiver by Grantor of any privileges or immunities.

9. Grantee shall be responsible for all costs associated with installation, construction, maintenance, operation, repair, removal, and any other matters associated with said fiber optic line.

10. Grantee shall restore any disturbed property, following any work relating to the fiber optic line. Any restoration shall restore the property to a state said property would have been in had the work not disturbed it. Also, all restoration work shall be subject to the Grantor's written approval.

11. Grantee shall protect, defend, indemnify and hold harmless Grantor, its officers and employees from and against any and all claims, demands, penalties, fees, liabilities, settlements, damages, costs, or expenses (including reasonable attorney's fees, consultant fees, removal or response costs, court costs, and litigation expenses of any kind) known or unknown, arising out of or relative to Grantee's use Grantor's property.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 2016.

Grantor:
City of Green River
50 East 2nd North
Green River, WY 82935

Grantee:
Union Telephone Company
P.O.Box160
Mountain View, WY 82939

By:_____

_____
On behalf of the City of Green River

By:_____

_____
On behalf of Union Telephone Company

STATE OF _____)
)ss
COUNTY OF _____)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ the _____ on behalf of the City of Green River.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

STATE OF WYOMING)
)ss
COUNTY OF UINTA)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____ the _____ on behalf of Union Telephone Company.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

EXHIBIT A

The fiber will enter through the northern end of the City from WYDOT Property, at approximate coordinates of 41.539592° -°, following in a northerly direction along Wild Horse Road turning into Sweetwater County Road 53 (White Mountain Road). Continuing in a northeasterly direction on the south side of the highway. The fiber route will continue to the outskirts of the City at approximate coordinates of 41.541958°N & -109.463659°W.

EXHIBIT B

Proposed Fiber Route
Union Telephone Company
Legend
Path
Exiting City Property
Entering City Property from WYDOT
Google earth
N
1000 ft

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 28, 2016	Department: Human Resources
Meeting Date: July 5, 2016	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

Subject:

Consideration to accept a City of Green River VISTA Program grant and authorization for the Mayor to sign the associated documents.

Background/Alternatives:

Grant funding is available for the City to utilize VISTA members to serve with the City and assist us with several community-based projects. During the June 21, 2016 Council Meeting, the Governing Body approved a request from the Director of Human Resources to apply for a VISTA Program grant. The grant application was successful and the City has been awarded funding for three (3) full-time VISTA members to serve in the following areas: Grants/Social Media Outreach, Public Works Recycling/Education and Community Development/URA/Main Street Building Inventory Development.

Attachments:

A copy of the grant award letter will be provided prior to the meeting.

Fiscal Impact:

No matching funds are required for this grant.

Staff Impact:

Minimal staff time is required to administer the VISTA Program grant and associated reporting requirements.

Legal Review:

Pending

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 6/29/2016	Department: Police
Meeting Date: 7/2/2016	Department Head: Chief Steffen
	Presenter: Tom Jarvie

Subject:

Motion to approve Interlocal Agreement with City of Rock Springs and Sweetwater County regarding the acceptance and distribution of the 2016 Justice Assistance Grant (JAG).

Background/Alternatives:

For several years the city has received annual grants under the Justice Assistance Grant program. Awarding of this grant requires all entities eligible to receive funds in the county to enter into an Interlocal Agreement. The distribution amounts are set for the three entities based on crime statistics.

This agreement is in the same general form as the one entered into in previous years.

Attachments:

The Agreement is attached

Fiscal Impact:

Approval of the agreement will enable the Police Department to receive $12,957 which can be used to purchase equipment to enhance mobile date terminal coverage in the city.

Staff Impact:

This equipment will enable staff to more effectively respond to calls for service and critical incidents by allowing information to be passed directly to in car computers. Police cars are already equipped with these computers, however connectivity issues continue to limit their effectiveness

Legal Review:

Sent for approval on 6/29/16.

Interlocal Agreement

Between the City of Rock Springs, the City of Green River and the County of Sweetwater, Wyoming.

Justice Assistance Grant (JAG) Program Award 2016

This Agreement is made and entered into this _____ day of _____,2016, by and between the County of Sweetwater, acting by and through its governing body, Sweetwater County Commission, hereinafter referred to as "County", and the City of Rock Springs, acting by and through its governing body, the Rock Springs City Council, hereinafter referred to as "City of Rock Springs", and the City of Green River, acting by and through its governing body, the Green River City Council, hereinafter referred to as "City of Green River", all within the County of Sweetwater, State of Wyoming, witnesseth:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions performed under this agreement: and

WHEREAS, the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) award from the Bureau of Justice Assistance, (BJA) allocates available funding based on UCR Part 1 crime within their jurisdictions and for JAG purposes, these entities remain a partner receiving funds and must be a signatory on a required Memorandum of Understanding (MOU) or Agreement.

Whereas, the FY 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) allocated the funding as follows.

- Sweetwater County $0
- City of Green River $12,957
- City of Rock Springs $18,268
-

https://www.bja.gov/Programs/JAG/jag16/16WY.pdf

NOW THEREFORE, the County, the City of Green River and the City of Rock Springs agree as follows:

Section 1.

The County will receive $0 of the JAG Funds.

Section 2.

The City of Green River will receive $12,957 of the JAG Funds.

Section 3.

The City of Rock Springs will receive $18,268 of the JAG Funds.

Section 4.

The City of Rock Springs will be the Administrator of the Grant request and allocation.

Section 5.

The Jag funds will be utilized for emergency vehicle mobile data equipment and interfacing hardware for the City of Rock Springs and the City of Green River Police Departments. This is a continuing project for combining communications capabilities for all of Sweetwater County.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

Section 7.

The parties to this agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 8.

By entering into this agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this agreement shall not create any rights in any party not a signatory hereto.

City of Rock Springs, Wyoming

_____
Mayor

Attest:

_____
Witness

Sweetwater County, Wyoming

_____
Commissioner

Attest:

_____
Witness

City of Green River, Wyoming

_____
Mayor

Attest:

_____
Witness

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 28, 2016	Department: Human Resources
Meeting Date: July 5, 2016	Department Head: Cari Kragovich
	Presenter: Cari Kragovich

Subject:

Approval of an agreement with AFLAC amending our benefit plan year.

Background/Alternatives:

This document will amend our benefit plan year from July 1-June 30 to January 1-December 31 for our AFLAC benefit premiums that are handled through payroll deduction. This change coincides with our other employee benefit plans that have already been moved to a calendar year basis.

Attachments:

AFLAC Payroll Account Acknowledgement form

Fiscal Impact:

N/A

Staff Impact:

N/A

Legal Review:

Sent to City Attorney for review on May 26, 2016.

Account Name: City of Green River
Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

Payroll Account Acknowledgment

All applicable sections must be completed for processing.

INSTRUCTIONS

- ALL accounts must complete Section 8, Authorization and Signatures.
- Accounts establishing or modifying a Wingspan℠ cafeteria plan must complete Section 5.
- Accounts with another carrier's cafeteria plan must complete Section 7.
- Broker Information must be completed in Sections 9 and 10.
- Fax the completed form to 1-866-AFL-NASA (1-866-235-6272).

1. GENERAL ACCOUNT INFORMATION

☐ **New Aflac Payroll Account**
☒ **Changes to an Existing Aflac Payroll Account** **Group Number:** D2050
☐ **Split or Transferred Account** **Transferring From Account:** _____

Will new split account be affiliated with an existing Aflac account? ☐ Yes, Account: _____ ☐ No

Does this account have multiple locations, each requiring an invoice? ☐ Yes ☐ No

Are there any existing policies to place on this account? ☐ Yes ☐ No (If yes, list the policies on a separate page and send it with the completed Payroll Account Acknowledgment form to Aflac WWHQ.)

Name of Account: City of Green River

Type of Business:	Tax ID No.:	SIC Internet Request No.:

Affiliate/Subsidiary of *(if applicable)*:	Master Account No.:

Mailing Address:

City:	State:	Zip:

Location Address: ☐ *Check if same as mailing address (P.O. Box is not acceptable).*

City:	State:	Zip:	Phone:	Fax *(if applicable)*:

Total Employees: _____ Total Benefits-Eligible Employees: _____ Total Benefits-Eligible W-2 Employees: _____

Total benefits-eligible 1099 Workers: _____

Will benefits-eligible 1099 workers be applying for coverage? ☐ Yes ☐ No

Is this a leasing company or staffing agency? ☐ Yes ☐ No

If yes, will the temporary/leased employees be applying for coverage? ☐ Yes ☐ No

Account Website Address *(if applicable)*:

Is there an established Aflac New York account? ☐ Yes ☐ No If yes, provide the name and group number:

Account Name: City of Green River

Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

Please consult with employer's payroll contact to ensure accurate completion of the next section.

What led your organization to begin offering Aflac products to your employees? *(Check all that apply.)*

☐ Employee/Member Request ☐ Benefit Package Improvement ☐ Benefit Advisor or Broker Recommendation

☐ Sales Associate/Agent ☐ Commercial Advertising ☐ Value of Aflac Products

☐ Other: _____

2. ENROLLMENT INFORMATION

Enrollment Period: What is the length of the enrollment period?_____(Options are 30, 60, or 90 days.)

Will the enrollment period exceed 90 days? ☐ Yes ☐ No

If yes, has this been approved by Sales Support? ☐ Yes ☐ No

Enrollment Provider(s): ☐ Field ☐ Broker ☐ Enrollment Firm ☐ Unknown

(If Enrollment Firm is selected, please provide the Enrollment Firm Name and Writing No.)

Enrollment Firm Name: _____

Enrollment Firm Writing No (if applicable): _____

Enrollment Method(s): ☐ One-on-One ☐ SNG ☐ Paper ☐ One-on-One 3rd Party laptop ☐ Call Center ☐ Web

Enrollment Platform Name (if applicable): _____

3. BILLING INFORMATION

3a. BILLING CONTACT INFORMATION

NOTE: Aflac will contact the designated billing contact to review information.

All accounts with fewer than 1,000 employees will receive their invoice via Aflac's Wingspan℠ Online Services for Accounts system. With the Online Billing feature, you have the option of making payments and reconciling your account online. Once your account is established, you can submit your invoice and payment electronically from the bank account noted below. At that time, if you prefer, you may also choose to pay by mailing a check. Aflac will not debit your account until you have reconciled and submitted your invoice for payment. Any adjustments or requested changes you submit electronically will not be processed until payment is received and the transaction is complete.

Bank Routing No.:	Account No.:	Account Type: ☐ Checking ☐ Savings

Contact for Billing Inquiries: ☐ Mr. ☐ Ms.

Billing Contact Phone: Ext:	Fax *(if applicable)*:
Best Time to Make Contact Call: ☐ a.m. ☐ p.m.	Billing Contact Email *(required)*:

Will an associate, broker, or other third party be collecting and remitting Aflac premiums? ☐ Yes ☐ No

If yes, provide the name and contact information below.

Name:	Contact Phone:

Account Name: City of Green River

Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

3b. BILLING FREQUENCIES

Invoice Due Date: On what day of the month would you like your Aflac invoice to be due (o 1st or the o 15th)?

How often would you like to receive your invoice from Aflac?

☐ Monthly (Aflac will bill for the number of deductions made the previous month. For example: Deductions made January 1st through the 31st will be due in February.)

Note: Moded accounts (8-, 9-, or 10-month billings) cannot accommodate weekly or biweekly deductions.

☐ 8-Month (8 invoices) ☐ 9-Month (9 invoices) ☐ 10-Month (10 invoices)

For 8-, 9-, or 10-month billings, indicate months when no deductions will be made:

☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

☐ Quarterly (4 invoices)

☐ Semiannual (2 invoices)

☐ Annual (1 invoice)

For quarterly, semiannual, and annual, initial premiums must be submitted with applications.

Account Name: City of Green River
Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

3c. BILLING FORMAT

☐ Check if account uses Social Security number for employee number.

In what order would you like your employees listed on your bill?
(If more than one is checked, please number your choices according to priority.)

☐ Alphabetic _____ ☐ Department No. _____ ☐ Employee No. _____

EXAMPLE: To request a bill with employees listed alphabetically under their department numbers, you would mark:
☐ Alphabetic 2 ☐ Department No. 1 ☐ Employee No. _____

4. DEDUCTION INFORMATION

Employer Contributions: ***Does the employer pay any portion of this benefit?*** ☐ Yes ☐ No

If yes, please provide percent:_____% OR flat dollar amount: $_____
Percent or dollar amount must be a whole number, such as 50% or $10.

Based on the information provided in this section, Aflac will determine the number of deduction periods billed each month (when the account selects monthly billing).

If you choose a monthly billing frequency, indicate the number of payroll deductions made annually for insurance premiums.
☐ Check if premiums are deducted at different frequencies for different employees (i.e., some employees are deducted weekly while others are deducted biweekly), and indicate the different frequencies that exist for the account. An additional account(s) will be established using this information.

Initial Deduction: When will premium deductions begin?

Note: The date of the first deduction should be the date the payroll account physically obtains funds from the employees. It does not necessarily equal the pay date for the employees. The 52, 26, 24, and 12 deductions do not apply to 8-, 9-, or 10-month billing.

☐ **52 Deductions** – Date of first deduction:_____/_____/_____ Date of second deduction:_____/_____/_____

☐ **26 Deductions** – Date of first deduction:_____/_____/_____ Date of second deduction:_____/_____/_____

☐ **24 Deductions** – Date of first deduction:_____/_____/_____ Date of second deduction:_____/_____/_____

☐ **12 Deductions** – Date of first deduction:_____/_____/_____ Date of second deduction:_____/_____/_____

Does employer withhold deductions on weekends? ☐ Yes ☐ No

_____ **NOTE: By initialing this box, the employer understands that premium payments are due to Aflac by the due date listed on each invoice, and payments are considered past due 10 days after the invoice due date. Therefore, the employer will make every attempt to provide premium payments to Aflac by the due date on each invoice.**

Account Name: City of Green River
Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

5. INFORMATION CONCERNING TAX STATUS OF DISABILITY INSURANCE BENEFIT PAYMENTS

If disability coverage is funded by employer contributions, pre-tax employee contributions, or a combination of these two, then the disability benefits an employee receives upon becoming disabled will be includible in the employee's income and are fully taxable when paid. In addition, FICA taxes must be withheld and paid on all such benefits during the first six months after the disability begins. Where, as noted below, coverage is funded by employer contributions or employee pre-tax contributions, Aflac will notify the employer of the amount of disability benefits to be paid. Aflac will withhold the employee's portion of FICA taxes and will deposit such taxes with the government as required by the Internal Revenue Code. **The employer will be required to submit the employer's portion of applicable FICA and FUTA taxes, and report the benefit payments on its Form 941 and the employee's Form W-2.**

Employer authorizes disability coverage to be included as part of this agreement: ☐ Yes ☐ No

NOTE: At least one disability type must be marked if the question above is checked yes.

All the remaining questions in the section below must be answered if disability is being offered.

- **Authorized disability coverage types:** ☐ Accident/Disability ☐ Short-Term Disability ☐ Off-the-job
- **Authorized riders:** ☐ Off-the-job ☐ On-the-job ☐ Sickness ☐ Spouse

Will any portion of disability premiums be funded by employer contributions? ☐ Yes ☐ No

If yes, please provide percent:_____% OR flat dollar amount: $ _____ Per

Will any portion of disability premiums be funded by pre-tax employee contributions? ☐ Yes ☐ No

This employer is a government employer exempt from FICA or a portion of FICA. ☐ Yes ☐ No

Employees of this employer are eligible for RRTA (Railroad Retirement Tax). ☐ Yes ☐ No

NOTE: Disability caused by or under certain circumstances will not be covered. Refer to each policy to determine specific coverage, exclusions, and limitations.

6. WINGSPAN℠ CAFETERIA PLAN

Please consult with employer's cafeteria plan contact to ensure accurate completion of the next section.

☐ **New Wingspan℠ Cafeteria Plan**
☒ **Wingspan℠ Cafeteria Plan Change Request**
☐ **Requesting Additional Payroll Account Number for Existing Wingspan℠ Cafeteria Plan**

Plan/Company Name:	Tax ID:
City of Green River	83-6000065

Plan Type: ***What type of cafeteria plan will this be? (FSA = Flexible Spending Account)***
☒ Premium Only – no FSAs ☐ Self-Administered with FSAs (employer processes FSA claims)

Plan Year: What are the dates of this plan?
Plan Start Date: 8 / 1 / 2016 Plan End Date: 12 / 31 / 2016 (Short Plan Year)

Plan Sponsor/Legal Representative: ***List the plan sponsor and legal representative for this cafeteria plan.***

Plan Sponsor/Principal Contact:	Email address:
Cari Kragovich	ckragovich@cityofgreenriver.org
Phone: 307-872-6107	Fax: 307-872-0566
Legal Representative's Name: L. Galen West	Title: Attorney

Account Name: City of Green River

Tax ID: 836000165 Group No.: D2050 Writing No.: R3340

Is this a leasing company or professional employee organization (PEO)? ☐ Yes ☐ No

Business Type: ☐ Corporation ☐ Sub S Corporation ☐ Partnership ☐ Sole Proprietorship
☐ Other_____

Eligibility: Indicate eligibility criteria (e.g., eligibility dates, exceptions) for your cafeteria plan.

Employees will become eligible:
☐ Immediately upon the first day of employment.
☐ On the_____day following commencement of employment.
☐ On the first day of the month following_____days of employment.
Other _____

All employees will be eligible under the plan except: _____

☐ **Authorization to Add Benefits Mid-Year (Complete if adding benefits to a Wingspan℠ cafeteria plan at mid-year.)**

Effective Start Date of Additional Benefits:_____/_____/_____

Cafeteria Plan Benefits: (To add, account must be qualified under Section 106 of the Internal Revenue Code.)

Check plans to add:

☐ Medical
☐ Short-Term Disability
☐ Dental
☐ Personal Sickness Indemnity
☐ Long-Term Disability Accident
☐ Group Term Life
☐ HSA (Section 223)
☐ Vision Care
☐ Cancer
☐ Specified Health Event
☐ Intensive Care
☐ Hospital Indemnity

Affiliated Companies: List the names and tax ID numbers of all affiliated companies adopting this plan.

Company Name:	**Tax Identification Number:**

7. SELF-ADMINISTERED FLEXIBLE SPENDING ACCOUNT INFORMATION

(not applicable to Premium-Only Plans)

FSA Type: ***Which types of FSAs will be included in this cafeteria plan? (Complete for self-administered plans.)***

☐ Section 105: Unreimbursed medical expense annual maximum per participant requested by employer: $_____
☐ Check to include Grace Period option for this benefit.

☐ Section 129: Dependent child care annual maximum per participant cannot exceed $5,000 by law.
☐ Check to include Grace Period option for this benefit.

8. OTHER CARRIER'S (NOT WINGSPAN℠ CAFETERIA PLANS) CAFETERIA PLAN INFORMATION

Please consult with employer's cafeteria plan contact to ensure accurate completion of next section.

Current plan year dates required:____/_____/_____ through_____/_____/_____

Renewal dates required:_____/_____/_____ through_____/_____/_____

☐ **Authorization to Add Benefits Mid-Year (Complete ONLY if adding benefits to a non-Wingspan℠ cafeteria plan at mid-year.)**

Effective Start Date of Additional Benefits: _____/_____/_____

Benefits (check new benefits to be added):

☐ Medical
☐ Short-Term Disability
☐ Dental
☐ Personal Sickness Indemnity
☐ Long-Term Disability
☐ Accident
☐ Group Term Life
☐ HSA (Section 223)
☐ Vision Care
☐ Cancer
☐ Specified Health Event
☐ Intensive Care
☐ Hospital Indemnity

Account Name: City of Green River
Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

9. AUTHORIZATION AND SIGNATURES – EMPLOYER

Aflac assures you that you will be reimbursed without question for premium you advance for any employee who terminates after the premium is remitted but before payroll deductions commence. Aflac also agrees to hold you harmless from any claims against you due to any disagreements between your employees and our company with respect to the coverage provided under our insurance policies issued to your employees, except where caused by misconduct or negligence committed by you or any of your employees or violations of your responsibilities under state or federal laws.

The employer agrees to provide Aflac (and its agents) with certain personally identifiable information (including but not limited to compensation, Social Security numbers, addresses, etc.) regarding its officers and employees for Aflac (and its agents) to use in the administration of employer's cafeteria (including health and dependent care FSA) plan, and Aflac products and services.

Aflac is authorized to offer this insurance program to our officers and employees. I understand that all applicants must qualify for coverage based on each product's underwriting requirements and that payments for such coverage will be deducted from wages and remitted by my organization to Aflac.

The paragraph below only applies if establishing a Wingspan℠ cafeteria plan:

The employer plans to establish/amend a flexible benefits plan in accordance with Section 125 of the Internal Revenue Code. The employer acknowledges that neither Aflac nor its agents are providing legal or tax advice, nor serving as the plan administrator or a plan fiduciary under the plan. The employer shall be the sole party responsible for establishment of the plan under applicable law. Aflac shall have no power or authority to waive, alter, breach, or modify any terms and conditions of the plan. The employer shall retain all responsibility and liability for the plan, except as may otherwise be specifically agreed to in writing by an officer of Aflac. The plan sponsor/administrator should consult its own tax advisor regarding the plan and any changes to the plan. The employer acknowledges receipt of the Summary of Plan Sponsor Responsibilities and agrees to fulfill its responsibilities as stated therein.

Authorizing Officer's Name/Title ***(please print)*****:** ☐ **Mr.** ☐ **Ms.**

Authorizing Officer's Email Address:

Authorizing Officer's Signature: **Date:**

Account Name: City of Green River
Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

10. BROKER INDICATOR INFORMATION ONLY

(This section is used for tracking purposes only and does not cause business to pend. This section should contain the writing number of the brokerage firm or producer responsible.)

Broker's Company Name:

Servicing Broker's Name:

Servicing Broker's Writing Number:	**Employee ID No.:**

11. BROKER SECURITY/BLOCK

(This section is to be used only if the broker is going to be compensated via override/sit. code.)

Broker's Name:

Broker's Writing Number:	**Sit. Code:**	**Level:**

☐ **Check here if there is no broker involved in this account.**

12. ASSOCIATE/AGENT

I acknowledge that Aflac has the sole and absolute right to determine who shall solicit and service payroll deduction accounts, and Aflac may assign and/or reassign any account for servicing and designate who may solicit applications from persons in the account. I confirm that I am not an employee, officer, director, owner, or relative of any of the foregoing (or otherwise a party in interest as defined under ERISA). I acknowledge that, for Key Accounts as defined in the Key Account Management Procedures, the proper guidelines will be followed to provide the most efficient service to the account. I confirm that I will register any such account with Key Account Management, regardless of whether I use their assistance in the overall management and coordination of the enrollment. I understand that I am not authorized to collect premium from this account without specific written approval from Aflac.

Associate's/Agent's Signature:	**Date:**

Associate's/Agent's Name

Writing Number:	**Sit. Code:**	**Geographical Code:**
Phone Number:	**Fax Number:**	

Did you obtain the account through a competitive takeover? ☐ **Yes** ☐ **No**

If yes, list the competitor(s) involved: _____

Note: A competitive takeover is when an existing voluntary carrier is already working with the account and the decision-maker decides to switch to Aflac.

Account Name: City of Green River

Tax ID: 8360000065 Group No.: D2050 Writing No.: R3340

AFFILIATE NAME	TAX ID	AFFILIATE NAME	TAX ID

Account Name: City of Green River
Tax ID: 836000065 Group No.: D2050 Writing No.: R3340

Group Short-Term Disability Insurance

Number of Eligible Employees at Company:	Participation Requirements (%):

(A minimum of 30% participation is required for all eligible employees.)

Guaranteed-Issue Only:

Benefit Amount	$
Elimination Period (Injury/Sickness)	
Benefit Period	

Simplified-Issue Only:

Benefit Amount	$
Elimination Period (Injury/Sickness)	
Benefit Period	

Group Short-Term Disability Approval Date: _____/_____/_____

Group Short-Term Disability Withdrawal Date: _____/

_____/_____

Dental Requirements

Dental Plan Start Date:_____/_____/_____

Dental Plan Stop Date:_____/_____/_____

Number of Eligible Employees for Dental at Company:	Participation Requirements:

Long-Term Care Requirements

Long-Term Care Plan Start Date:_____/_____/_____

Long-Term Care Plan Stop Date:_____/_____/_____

Revised Personal Short-Term Disability

Exempt From Standard Salary Income Chart: _____

Accident/Disability Revised Income Replacement

Exempt From Standard Salary Income Chart: _____

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 29, 2016	Department: Finance
Meeting Date: July 5, 2016	Department Head: Chris Meats
	Presenter: Chris Meats

Subject:

Approval of a Maintenance Agreement with the Joint Powers Telecom Board (JPTB) for Internet Services

Background/Alternatives:

This is an agreement which outlines the terms and conditions of the JPTB to provide broadband services and fiber optic connections to the City of Green River.

Attachments:

Agreement

Fiscal Impact:

The maintenance contract is for $27,360 annually, which are budgeted within the IT Division

Staff Impact:

Internet services are a major part of the everyday activities of the City. We utilize several cloud applications and other direct services on the internet. These connections also allow us to provide our telephone services for the City and help in connecting our City buildings.

Legal Review:

The Agreement has been reviewed by Counsel.

Legal Review:

I move to approve the agreement with JPTB for fiber optic services, in the amount of $27,360.

AMNDEDED AND RESTAED
JOINT ACTION AGREEMENT
between
THE JOINT POWERS TELECOM BOARD FOR THE
CITIES OF ROCK SPRINGS AND GREEN RIVER WYOMING
and
THE CITY OF GREEN RIVER, WYOMING

for fiber optic services

* * *

THIS AMENDED AND RESTATED JOINT ACTION AGREEMENT is made and entered into this ____ day of _____, 2016 (the Effective Date), by and between the Joint Powers Telecom Board for the Cities of Rock Springs and Green River Wyoming ("JPTB"), a duly authorized Joint Powers Board pursuant to the Wyoming Joint Powers Act, Wyoming Stat. §§ 16-1-101 et seq., and City of Green River, Wyoming ("City"), a political subdivision of the State of Wyoming. The JPTB and the City may sometimes be referred to herein, individually as Party and, collectively, as the Parties.

RECITALS:

WHEREAS, the JPTB owns and operates a fiber optic Network; and

WHEREAS, the City intends to use the JPTB's Network for its internal communications; and

WHEREAS, the JPTB is willing to provide access to, and operations and maintenance for the Network to provide for City's internal communications; and

WHEREAS, the JPTB's Network has sufficient capacity to accommodate the City's needs; and

WHEREAS, the City is willing to compensate the JPTB for the City's use of the Network.

WHEREAS, it is mutually beneficial for the JPTB and the City to work cooperatively to provide the City's internal communications across the JPTB's Network; and

WHEREAS, the Wyoming Joint Powers Act, Wyoming Stat. §§ 16-1-101 et seq. (the "Act") authorizes agencies to enter into an agreement for joint and cooperative action; and

WHEREAS, the JPTB and the City are agencies as defined by the Act; and

WHEREAS, the JPTB and the City had previously entered into an Agreement, dated _____, 200_, which has been amended numerous time to reflect additional fiber optic services provided to the City by the JPTB. Both Parties feel that it would be in their best interests to re-execute a new Agreement that restates these same terms previously agreed upon by the Parties as well as incorporating Addendums 1-_ into a new Agreement reflecting the present state of fiber optic services being provided by the JPTB to the City and also to provide for a more efficient process for initiating any future requests for fiber optic services.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Definitions**. For the purposes of this Agreement, the following terms shall have the meanings set forth in this Paragraph:

a. Agreement means this agreement and incorporates any Exhibits, Appendices, or other attachments referenced herein.

b. Network means optical fiber strands, inner duct, conduit, electronics, collocation space and associated appurtenances owned or leased, directly or indirectly, by the JPTB, as they are

updated, supplemented or replaced from time to time. Network does not include voice, video or internet service.

c. GB means Gigabytes.

d. GE means Gigabit Ethernet.

e. V-LAN means Virtual Local Area Network.

2. **Services**. The JPTB will provide the City with connections and services (collectively the Services), as follows:

a. Provide fiber optic bandwidth service, as set forth in Exhibit "A" to the City's facilities located at located at the Green River City Hall 50 E. North 2nd St., Green River, Wyoming. The Parties expressly agree that Exhibit A may be amended from time to time by the Parties without the need for further approval by the governing body of either Party, upon written approval and amendment to this Agreement by the Chief Executive Officer of each Party, subject to the limitations, if any, set forth in the Act.

b. Ongoing operation, management and maintenance of the Network; provided, however, that the JPTB will provide the City with the ability to directly monitor the City's bandwidth services and the ability to directly manage the City's bandwidth services, so long as such management does not interfere with the JPTB's operation and management of other portions of the Network; provided further that the JPTB retains all rights, at the JPTB's sole discretion, to reconfigure the City's bandwidth services (in a manner that does not interfere with the City's systems) to ensure optimal performance of the Network for all of the JPTB's Network customers.

c. Reasonable "industry standard" emergency repair and restoration on damaged fiber; provided, however, that in no event shall such emergency repairs and restoration occur later than forty-eight (48) hours after the JPTB receives notice of the damage. The JPTB will use 'Best Efforts' to restore services to the City that may include but not necessarily limited to establishing a wireless connection, or similar type secondary temporary connection until full services are restored.

3. **Compensation**. In consideration for the Services described in Paragraph 2, the City will compensate the JPTB according to the pricing schedule set forth in Exhibit A, which may be amended from time to time by the Parties without the need for further approval by the governing body of either Party, upon written approval and amendment to this Agreement by the Chief Executive Officer of each Party, subject to the limitations, if any, set forth in the Act. The City's monthly payment of ***Two Thousand Two Hundred and Eighty dollars ($2280.00)*** for 40 Mb of bandwidth shall be due no later than 1st day of each month.

4. **Term**. This Agreement shall remain in full force and effect for five (5) years from the Effective Date, and shall automatically renew for three (3) successive extension periods of five (5) years each, unless either Party gives written notice of its intent to terminate this Agreement at least three hundred sixty five (365) days before the end of the initial term, or any extension term, or unless this

Agreement has been earlier terminated in accordance with Paragraph 5 during the initial term or the extension term(s).

5. **Termination**. The occurrence and continuance of the following events may result in the termination of this Agreement, at the sole discretion of the terminating Party, subject to the provisions of this Paragraph 5:

a. Breach or Default. A material breach or a material default under the terms, covenants and conditions of this Agreement by either the JPTB or the City, including, without limitation, the failure of the City to make any payments under the terms of this Agreement when due, or the failure of the JPTB to provide the Services set forth in Paragraph 2.

b. Change in Law. A change in any law, regulation or rule, or the issuance of an Order by the Federal Communication Commission, that materially impacts the JPTB's ownership or operation of the Network.

c. Right to Cure. If the termination event is a breach or default described in Paragraph 5.a., the non-defaulting Party shall give written notice of such occurrence to the defaulting Party. The defaulting Party shall be given a reasonable time to cure any breach or default as follows:

i. In the case of a monetary default, the defaulting Party shall have thirty (30) days after receipt of the written notice in which to effect a cure.

ii. In the case of a non-monetary default, the defaulting Party shall have sixty (60) days after receipt of the written notice in which to effect a cure. In the non-monetary default cannot be corrected within such sixty (60) day period, the defaulting Party shall have an additional reasonable time in which to effect a cure, provided the defaulting Party commences corrective action within the original sixty (60) day period and thereafter diligently prosecutes the corrective action to completion. If the defaulting Party does not timely cure the breach of default within the time periods specified above, the non-defaulting Party may elect to terminate this Agreement by providing written notice of such election to the defaulting Party.

6. **Governmental Immunity**. Each Party hereto acknowledges that it is a governmental entity subject to the provisions of the Wyoming Governmental Claims Act (the "Claims Act"), Wyoming Stat. §§ 1-39-101 et seq. As such each entity, subject to the provisions of the Claims Act, assumes responsibility for its own negligence and misconduct, and that of its officers, employees and agents. Execution of this Agreement shall not constitute a waiver of any defense or limitation of liability under the Act nor be considered to have been entered into for the benefit of any person other than the Parties hereto.

7. **Assignment and Preservation of Rights**. The JPTB, and any assignee hereunder, shall have the right to assign its interest in this Agreement without the City's prior consent. In the event that the JPTB, or any assignee hereunder, assigns its interest in this Agreement, the JPTB, or any assignee hereunder, shall obtain from such assignee a written commitment that so long as the City performs its obligations under the terms of this Agreement, the City's right to use the Network, on the terms provided in this Agreement, shall not be disturbed, or terminated, and that in the event the JPTB, or any assignee hereunder, loses title to the Network, for any reason, the JPTB's, or the assignees, successor or successors in interest with respect to the Network shall honor this Agreement, and permit the City to continue using the Network in accordance with the terms of this Agreement.

8. **Attornment**. In the event that title to the Network changes pursuant to Paragraph 9, the City's obligations under this Agreement shall remain in force and in effect, and shall attorn to the benefit of the successor or successors in interest.

9. **General Provisions**. Under this Agreement the general provisions in this Paragraph 9 shall apply.

a. Independent Contractor Status. The JPTB and the City reserve no control whatsoever over the employment, discharge, compensation of or services rendered by the employees or contractors of each other. Nothing in this Agreement shall be construed as inconsistent with the foregoing independent status and relationship or as creating or implying a partnership or joint venture between the JPTB and the City.

b. Notices. Notices must be hand delivered or sent by nationally recognized overnight courier or by certified mail, return receipt requested, postage prepaid, addressed to the addresses specified below. Either Party may change its address for receipt of notices by written notice to the other. Notice shall be deemed given upon tender of delivery (in the case of a hand-delivered notice), upon the next business day after delivery to an overnight courier service, or on the third day after deposit in the United States mail.

If to the JPTB:	David Halter, Chairman Joint Powers Telecom Board 212 D Street Green River, WY 82901
With a copy to:	JPTB Legal Counsel Robert A. Spence, P.C. 2632 Foothill Blvd., Suite 203 Green River, WY 82901 (307)-363-6875/Fax: 307-362-6957
If to the City:	Green River City Council Green River City Hall 50 E. North 2nd Street Green River, WY 82935 Fax: 307-872-
With a copy to:	Galen West, Green River City Attorney Green River City Hall 50 E. North 2nd Street Green River, WY 82935 Fax: 307-872-

c. Governing Law and Choice of Forum. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Wyoming. Jurisdiction for any disputes arising out of this Agreement shall be exclusively in the courts of the State of Wyoming, state or federal.

d. Entire Agreement. This Agreement contains the entire agreement of the Parties and may not be modified or amended, except by instrument in writing signed by both Parties.

e. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or unenforceable, such void, voidable, or unenforceable term or provision shall not affect any other term or provision of this Agreement.

f. Waivers. The failure by the JPTB or the City at any time or times hereafter to require strict performance by the other of any of the undertakings, agreements or covenants contained in this Agreement shall not waive, affect or diminish any right of the JPTB of the City hereunder to demand strict compliance and performance therewith. None of the undertakings, agreements, or covenants of the JPTB and the City under this Agreement shall be deemed to have been waived unless such waiver is evidenced by an instrument in writing signed by the Party to be charged specifying such waiver.

g. Time is of the Essence. Time is of the essence in this Agreement.

h. Survival. The covenants and provisions contained in this Agreement which, by their terms, require or contemplate their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or termination of this Agreement including, without limitation, all indemnities by either Party.

i. Not Recordable. Unless required by law, neither Party shall record this Agreement or any memorandum of this Agreement in the real estate records of any City in Wyoming where the Network is located.

j. Counterparts. This Agreement may be executed in multiple counterparts, and by each Party on separate counterparts, each of which shall be deemed to be an original but all of which shall together constitute one agreement.

k. No Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, the terms, covenants and conditions of this Agreement, shall not be construed as being for the benefit of any person who is not a signatory to this Agreement.

l. Excuse of Performance. Notwithstanding anything in this Agreement to the contrary, neither the JPTB nor the City shall be liable or responsible for a delay or failure in performing or carrying out any of its obligations (other than obligations to make payments) under this Agreement caused by Force Majeure (as defined below).

i. Definition. The term Force Majeure as used in this Agreement shall mean any cause beyond the reasonable control of the JPTB or the City, as applicable, or beyond the reasonable control of any of their respective contractors, subcontractors, suppliers or vendors, including without limitation:

(1) Acts of God. Acts of God, including, but not necessarily limited to, lightning, earthquakes, adverse weather of greater duration or intensity than normally expected for the job area and time of year, fires, explosions, floods, other natural catastrophes, sabotage, acts of a public enemy, utility outages, acts of government or regulatory agencies, wars, blockades, embargoes, insurrections, riots or civil disturbances;

(2) Labor Disputes. Labor disputes, including, but not necessarily limited to, strikes, work slowdowns, work stoppages or labor disruptions, labor or material shortages, or delays or disruptions of transportation;

(3) Court Orders. Orders and judgments of any federal, state or local court, administrative agency or governmental body;

(4) Change in Law. The adoption of or change in any federal, state or local laws, rules, regulations, ordinances, permits or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits or licenses, by a court or public agency having appropriate jurisdiction after the Effective Date; or

(5) Government Approvals. Any suspension, termination, interruption, denial or failure to issue or renew by any government authority or other Party having approval rights of any approval required or necessary hereunder for the construction, installation or operation of the Network or for either Party to perform its obligations hereunder, except when such suspension, termination, interruption, denial or failure to issue or renew results from the negligence or failure to act of the Party claiming the occurrence of an event of Force Majeure.

(6) Continuance after Force Majeure Event. If either the JPTB or the City cannot fulfill any of its obligations under this Agreement by reason of Force Majeure, such Party shall promptly notify the other and shall exercise due diligence to remove such inability with all reasonable dispatch; provided, that nothing contained in this Paragraph shall be construed as requiring the JPTB or the City to settle any strike, work stoppage or other labor dispute in which it may be involved, or to accept any permit, certificate, license or other approval on terms deemed unacceptable to such Party, or to enter into any contract or other undertaking on terms which the Party deems to be unduly burdensome or costly.

m. Multiple Copies. Each copy of this Agreement that is signed, by original or facsimile signature, by both the JPTB and the City shall be deemed an original thereof.

Signature page to follow.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

THE JOINT POWERS TELECOM BOARD FOR THE CITIES OF ROCK SPRINGS AND GREEN RIVER, WYOMING

By _____

David Halter, Chairman

CITY OF GREEN RIVER, WYOMING

By_____

Hon. Pete Rust, Mayor

By_____

Mark Peterson, City Councilman

By_____

Allan Wilson, City Councilman

By_____

Lisa Maes, City Councilman

By_____

Ted Barney, City Councilman

By_____

Brett Stokes, City Councilman

By_____

Gary Killpack, City Councilman

EXHIBIT A

USE OF JPTB NETWORK SERVICES BY THE CITY

Facility	Connection	Monthly Throughput	Monthly Cost
Green River City Hall	Internet #1	20Mb	$1140.00
Green River City Hall	Internet #2	20 Mb	$1140.00
Total Monthly Cost			$2280.00
Total Annual Cost			$27,360.00
Additional facilities requiring additional bandwidth will be charged at similar prices.			

DATED this ____ day of _____, 2016.

JPTB:

By:_____
Its:_____

DATED this ____ day of _____, 2016.

CITY of GREEN RIVER

By:_____
Its:_____

Definition: 1 GE Connection Capacity shall consist of not less than one lit fiber connection per physical location, a 1 GE capacity card, and V-LANs as requested by the City

CITY of GREEN RIVER
WYOMING

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 06/29/16	Department: Finance
Meeting Date: 07/05/16	Department Head: Chris Meats
	Presenter: Consent Agenda

Subject:

The Fish Bowl Request permission to utilize their Retail Liquor License to cater for a private wedding that will be hosted at the Sweetwater County Events Complex.

Background/Alternatives:

The Fish Bowl holds retail liquor license #17 in the City of Green River and would utilize this license to cater a private wedding at the Sweetwater County Events Complex. The ceremony will take place on July 16, 2016, from 4 pm to midnight, pending approval by the Rock Springs City Council.

Attachments:

Letter of Request

Fiscal Impact:

n/a

Staff Impact:

n/a

Legal Review:

n/a

Suggested Motion:

I move to authorize The Fish Bowl LLC. Dba, The Fish Bowl Bowling Center to utilize their Liquor License to cater a private wedding at the Sweetwater County Events Complex on July 16, 2016, from 4 pm to midnight, pending approval by the Rock Springs City Council.

Tara Smith

From: Perri Rubeck <fleet.sales@live.com>
Sent: Tuesday, June 28, 2016 4:02 PM
To: Tara Smith
Subject: Fwd: Kimsey/Sell Wedding 7/16/16

> Tara,

> Good afternoon.
>
> I would like to ask permission to utilize The Fish Bowl liquor license ((#17) at the Sweetwater County Events Complex in Rock Springs, WY on July 16, 2016 for a private wedding. The ceremony begins at 4pm and the party will conclude by midnight on the 16th. Security is being provided by the wedding party.
>
> Once permission is granted by the Green River City Council would you please notify the City of Rock Springs so that they may approve as well?
>
> Thank you for your help in this matter.
>
> Perri Rubeck
> The Fish Bowl
> 389-4404
>
>
>
> Sent from my iPhone

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 21, 2016	Department: Parks and Recreation
Meeting Date: July 5, 2016	Department Head: Brad Raney
	Presenter: Katie Blood

Subject:
To gain approval from the governing body for a trade agreement between The Radio Network and Green River Recreation Center.

Background/Alternatives:

The Recreation Center has worked with The Radio Network for several years with trading advertisements on their radio stations at The Radio Network for memberships at the Green River Recreation Center. The Radio Network will get us a list of employee's they would like to participate at the Green River Recreation Center, the monetary value of those memberships is configured, and The Radio Network gives the Green River Recreation Center advertising on their stations up to the same financial value (based on their rates).

Attachments:

The Radio Network Trade Agreement for 2016-2017 Fiscal Year

Fiscal Impact:

There would be no fiscal impact because of the even trade of membership to advertising.

Staff Impact:

There would be no staff impact.

Legal Review:

Pending legal review; submitted 6/21/2016.

Suggested Motion:
I move to approve the trade agreement between The Radio Network and Green River Recreation Center.

RADIO NETWORK TRADE FY 2017 Updated: 6/21/2016

	FY 2015-16	**FY 2016-17**
Al and Faith Harris - **1 Senior** & 1 Adult	$450.00	**$500.00**
Pat and Casey Core - 2 Adult	$700.00	**$700.00**
Shane, Tammy and Garrett Harris - Family	$800.00	**$700.00**
Bruce and Elaine Harris - 1Adult&**1Senior**	$450.00	**$500.00**
Artis and Marlene Kalivas-**1Senior**&1Adult	$450.00	**$500.00**
Adrienne and Cory Hintz - 2 Adults	$700.00	**$700.00**
Rose Claxton - 1 Adult	$350.00	**$350.00**
Al Harris Locker Rental 2014	$160.00	**$160.00**
Tammy, Lexi, & Dane Vaught - Family	$800.00	**$700.00**
Taylor Kath & Sean Valentine - 2 Adults	$700.00	**$700.00**
Josh, Lisa, McKenna Coursey - Family	$800.00	**$700.00**
TOTAL	$6,360.00	**$6,210.00**

CURRENT PASSES GOOD THROUGH 1/31/2017

I Drive/ Rec Center/ Rec Center/ Shared Docs/ Facility Coordinator/ Radio Network Passes

**** Renew ANNUALLY**

*Starting July 1, 2016-June 30, 2017

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 21, 2016	Department: Parks and Recreation
Meeting Date: July 5, 2016	Department Head: Brad Raney
	Presenter: Katie Blood

Subject:
To gain approval from the governing body for a trade agreement between WyoRadio and Green River Recreation Center.

Background/Alternatives:

The Recreation Center has been in a similar trade agreement with The Radio Network for several years. This would involve trading advertisements on WyoRadio stations for memberships at the Green River Recreation Center. WyoRadio will get us a list of employee's they would like to participate at the Green River Recreation Center, the monetary value of those memberships is configured, and WyoRadio gives the Green River Recreation Center advertising on their stations up to the same financial value (based on their rates).

Attachments:

WyoRadio Agreement for 2016-2017 Fiscal Year

Fiscal Impact:

There would be no fiscal impact because of the even trade of membership to advertising.

Staff Impact:

There would be no staff impact.

Legal Review:

Pending legal review; submitted 6/21/2016.

Suggested Motion:
I move to approve the trade agreement between WyoRadio and Green River Recreation Center.

WYO RADIO TRADE FY 2017 Updated: 6/21/2016

Name - Membership Type	FY 2015-16	**FY 2016-17**	
Sadie Strange - Family	$800.00	**$700.00**	Sadie, Theron, Kelby, & Kiley
Mary Shamer - Family	$800.00	**$700.00**	John, Rebecca, Amelia, & Elizabeth
TOTAL	$1,600.00	**$1,400.00**	

CURRENT PASSES WOULD BE GOOD THROUGH 6/30/2017

KWSW-FM 96.5 - KSIT FM 99.7 - KMRZ-FM 106.7 - KRKK-AM 1360
KQSW Country, KSIT JACK FM, KMRZ Hot AC, KRKK ESPN Sports Radio
:30 messages TAP plan 12a-12p (1 message on each of our four stations) 15.85
88 messages through 12 months

**** Renew ANNUALLY**
*Starting July 1, 2016-June 30, 2017

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: June 21, 2016	Department: Public Works
Meeting Date: July 5, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Request for Removal of Items from the Landfill

Background/Alternatives:

Authorize the removal of items from the Landfill as requested by Vance McGahey. He would like to remove railroad ties from the Landfill.

Removal of items from the Landfill has to be approved by the Governing Body per City Ordinance Section 14-7 (b).

Attachments:

None

Fiscal Impact:

None

Staff Impact:

Minimal

Legal Review:

N/A

Suggested Motion: *"I move to approve the Landfill Item Removal Request from Vance McGahey to remove railroad ties."*

City of Green River, City Council Workshop Proceedings for June 14, 2016, 6:30 pm, Council Chambers, Mayor Pete Rust called the meeting to order. The following Council Members were present: Gary Killpack, Brett Stokes, Lisa Maes, Mark Peterson, Ted Barney and Allan Wilson. The following were present representing the City: City Administrator Reed Clevenger, Human Resources Director Cari Kragovich, Director of Finance Chris Meats, Director of Public Works Mark Westenskow, Director of Community Development Laura Profazier, and Parks & Recreation Director Brad Raney. **Community Service Requests:** Council Member Stokes apologized for the miscommunication that took place at the last council meeting. He misunderstood that the Flaming Gorge Days Committee was supposed to be in attendance but they were not. He said the STAR Transit said they would pull services they provide from Green River if the city did not fund them fully. He spoke with Judy and she explained that she did not say that or mean it if it came across that way. Council Member Barney said he explained to the Flaming Gorge Days Committee that he wanted financial documents from them before budget and if he did not get them he would vote against funding them. He suggested building a stage so all events could use it and the Flaming Gorge Days Committee would not have to ask for $26,000 of funding for a stage. He recommends the funding for the STAR Transit stay at $10,000 the same because the $22,520 they requested is only 1.3% of their budget; the majority of their budget is federally funded so even with the cut it isn't a large portion of their budget. Mr. Clevenger said the Arts Council is requesting their budget be increased to cover the cost of the event that takes place in August. They were not aware of any cuts. Mr. Clevenger said the Arts Council was unaware that their budget had been cut and they plan their event in August planning for the full $25,000 in funding. They have asked for $30,000 and it was cut to $15,000. If they receive funding less than the $25,000 they will not have the funding they need for the event and they will not have time to fundraise to make up the difference. They have asked for the council to reconsider the funding amount. Council Member Wilson recommended the funding to be set as follows: Star Transit $20,000; Flaming Gorge Days $20,000; and the Art Council at $20,000. Council Member Peterson said we ended the last budget meeting in the hole around $36,000 and we have instructed staff to take the shortfall from savings. He doesn't understand why people are asking for money but they are not here. Mr. Clevenger presented council with a balanced budget before and we kept changing it. Mr. Clevenger said funding the community service agencies at $147,000 would mean we are in the black by $2,200 but it has changed. Council Member Peterson said he agrees with funding Flaming Gorge Days $21,600; STAR Transit $20,000 and the Youth Home $8,000. Council Member Barney said he will stick to what he said last budget meeting. Council Member Maes said the STAR bus does provide a door to door service in Green River. They need to have the funding so people are not stranded over in Rock Springs for eight hours before they can ride the bus again. She recommends to keep funding for STAR Transit $20,000; Flaming Gorge Days at $20,000 and she agrees to look into building a stage; and the Arts Council $25,000. Council Member Killpack said he agrees to fund Flaming Gorge Days $20,000; Star Transit $20,000; the Arts Council $25,000. He would also like to see the Chamber of Commerce cut to $80,000 and a 1% raise for employees and add longevity back in. Council Member Stokes said keep Flaming Gorge Days $20,000; STAR Transit $20,000; Arts Council $20,000 to $25,000 whatever we can do and if we can afford an increase for employees then that should be done. The Mayor said he agrees with $20,000 for STAR Transit; Flaming Gorge Days $20,000; Arts Council $20,000. He would suggest holding off on a raise for employees until mid-year to see where the city is at. Council agreed if the city can give employees an increase then it should be done. Council

Member Killpack said it doesn't look good that the council is doing everything they can to fund community service agencies but we aren't doing anything to give raises to employees. If we have to wait until December that's fine but we need to look at trying to give them something. Council Member Wilson said he is for giving them a raise but council needs to remember that we are absorbing the health insurance increase. Council Members agreed. **Schedule of Fees:** Parks Department fees: Parks Shelter fee for non-profit at $15; Summer Day Camp $700 for the entire summer, weekly $80, and daily $20; Tough Turkey Volleyball early registration fees $200; Rodeo arena usage public function fee $200, Group recurring use fee per person $5, holding pen fee for club or nonprofit per month up to 50 head $30, holding pen commercial per day/per head fee $100, nonresident per day per head $5; Recreation passes: Annual family pass $700, Seniors 60 to 79 Recreation monthly pass $15, annual pass $150. Recreation Center summer pass $55, annual pass promotion added, seniors over 80 years of age or older free; Mr. Meats explained that if council approves seniors over 80 as free they will be going against legal counsel's recommendation. Police Department fees: color photos per photo $1; contact/record checks $5; state reports $3; incident reports $5; large report surcharge over 10 pages $.50 per page; photo CD's $5. Public Works fees: Garbage increase of 2% around $.50 per month for residential customers, Sewer rate increase 11% under $2.00 per month on residential, water increase 4% which is $2 per month or less for residential minimum usage. Community Development fees for copies on 11x17 paper will be $.20 per sheet and building plan copies larger than 11x17 $3 per sheet. Mr. Clevenger said the Joint Powers Water Board project contractor has asked the city council for permission to work at night beginning immediately. They are putting a black cover down and it gets too hot during the day to lay it down and try to cover it properly. Council said it would be fine for them to work at night. Council Member Killpack asked if council has agreed to give employees a 1% increase. Mr. Clevenger said they will have to look at the numbers and gather everything before the council can decide. Council Member Killpack said the council should give the staff direction not to take it out. Council agreed to keep the 1% increase for employees in the budget if at all possible. **Adjournment:** The meeting adjourned at 7:53 pm.

_____
Pete Rust, Mayor

ATTEST:

_____
Chris Meats, City Clerk

City of Green River, City Council Proceedings for June 21, 2016, 7 pm, Council Chambers, Mayor Pete Rust called the meeting to order. The following Council Members were present: Gary Killpack, Brett Stokes, Lisa Maes, Mark Peterson, Ted Barney and Allan Wilson. The following were present representing the City: City Administrator Reed Clevenger, Human Resources Director Cari Kragovich, Director of Finance Chris Meats, Director of Public Works Mark Westenskow, Director of Community Development Laura Profazier, Police Chief Chris Steffen, Interim Fire Chief Mike Liberty, Parks & Recreation Director Brad Raney, and City Attorney Galen West. Council Member Wilson moved to approve the agenda. Council Member Peterson seconded, motion carried. **Presentations:** (1) Citizen Recognition of Coleton Spalding (2) Rock Springs-Sweetwater County Airport Update. Council Member Killpack moved to tentatively accept the SkyWest Minimum Revenue Guarantee local match of 22% with Sweetwater County and the City of Rock Springs not to exceed $130,448. Council Member Stokes seconded, motion carried. (3) Flaming Gorge Days Committee Update. **Public Hearing:** Proposed Budget for FYE2017; The Mayor opened the public Hearing at 7:16 pm. There were no other comments or concerns presented. The Mayor closed the hearing at 7:17 pm. **Resolutions:** Adoption of the Budget for Fiscal Year Ending 2017: (**R16-22**) Establishing wages for all Elected and Appointed Officials of the City of Green River, Wyoming, for the Fiscal Year ending June 30, 2017. Council Member Wilson moved to approve the resolution. Council Member Stokes seconded, motion carried. (**R16-23**) Adopting the Schedule of Fees charged for services, products, licenses, rentals etc., for the City of Green River, Wyoming, for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017. Council Member Barney moved to approve the resolution. Council Member Peterson seconded, motion carried. (**R16-24**) A resolution making Appropriations and Adopting the budget for the City of Green River, Wyoming, for the Fiscal Year beginning July 1, 2016 and ending June 30, 2017. Council Member Killpack moved to amend the budget by adding longevity pay at $25 per year, up to $500, for full-time employees and part-time employees who have worked 500 hours annually. Council Member Stokes seconded. Council Member Maes moved to amend the motion to include part-time employees who have been employed for five (5) years. Council Member Peterson seconded, motion failed. Council Member Barney called for point of order, motion carried. Countywide Consensus Block Grant Joint Resolution **#BFY15/16-10** for Wamsutter**.** Council Member Stokes moved to approve the Joint Resolution. Council Member Wilson seconded, motion carried. **Council Action Items:** (1) Bid Award for the Heavy Duty Low Cab-Forward Chassis. Council Member Killpack moved to award the Bid for the Heavy Duty Low Cab-Forward Refuse Chassis to Peterbilt of Wyoming, in the amount of $143,969. Council Member Stokes seconded, motion carried. (2) Bid Award for the Automated Side Loader Refuse Compactor. Council Member Maes moved to award the Bid for the Automated Side Loader Refuse Compactor to Elliot Equipment Co., in the amount of $99,964. Council Member Peterson seconded, motion carried. (3) Bid Award for the Sale of Plastics to ACP LLC. Council Member Peterson moved to award the Bid for the Sale of Plastics to ACP, LLC of Logan, Utah based on current market price. Council Member Barney seconded, motion carried. (4) Change Order #1 for the 2016 – 2nd South Street Reconstruction Project. Council Member Wilson moved to approve Change Order #1 for the 2016 CIP-2nd South Street Reconstruction Project, in the amount of $744,675 and authorize the Mayor to sign the Change Order. Council Member Killpack seconded, motion carried. (5) Authorize the Submission of a Grant Application to Wyoming Department of Transportation Aeronautics Division. Council Member Stokes moved to authorize the submission of the grant application to the Wyoming Department of

Transportation Aeronautics Division, in the amount of $3,500 for the Spaceport Day event to be held August 27, 2016; and to authorize the Mayor to sign and accept the grant award if the application is successful. Council Member Peterson seconded, motion carried. (6) Apply for a Grant through AmeriCorps to provide three full-time VISTA members. Council Member Killpack moved to approve and authorize the Director of Human Resources to apply for a grant through AmeriCorps to fund three full-time VISTA members to serve with the City of Green River. Council Member Barney seconded, motion carried. **Consent Agenda:** Council Member Barney moved to approve the following: (1) Authorization for the Sale of Surplus Items to the Highest Bidders. (2) Approval of Maintenance Agreement with Long Mechanical Solutions for HVAC Services at City Facilities; (3) Issuance of an Open Container Permit to the Hitching Post Restaurant & Saloon for Flaming Gorge Days on June 24 and 25, 2016, from 9 pm to 6 am, within the barricaded area; (4) Issuance of an Catering Permit to Lew's Inc. dba, Sands Buddha Bobs Liquor Catering for the Painting with a Twist event on July 7, 2016, from 5 pm to 11 pm, at the Island Pavilion; Minutes for: May 26, 2016 Budget Workshop, June 2, 2016 Council and June 7, 2016 Council; **Approval of Payment of Bills**: Prepaid $222,195.67; Outstanding Invoices $522,569.13; Payroll Expenses $407,203.71; Preauthorization Payments $1,624,742.43. Council Member Killpack seconded, motion carried. **Adjournment:** Council Member Wilson moved to adjourn at 8:17 pm. Council Member Killpack seconded, motion carried.

_____

Pete Rust, Mayor

ATTEST:

_____

Chris Meats, City Clerk

Prepaid Invoices
Presented for 7-5-2016 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
AMUNDSEN CONSTRUCTION		06/29/2016	Utility Refund	13.33
AMUNDSEN CONSTRUCTION Total				**13.33**
ARNOLD FAMILY CHIROPRACTIC		06/23/2016	Utility Refund	51.74
ARNOLD FAMILY CHIROPRACTIC Total				**51.74**
BACH, GARY		06/29/2016	Utility Refund	12.55
BACH, GARY Total				**12.55**
BERRY, BONNIE		06/29/2016	Utility Refund	62.72
BERRY, BONNIE Total				**62.72**
BIRCH, MRS. MARGARET		06/29/2016	Utility Refund	1.16
BIRCH, MRS. MARGARET Total				**1.16**
BLESSING, ANDREW		06/23/2016	Utility Refund	14.97
BLESSING, ANDREW Total				**14.97**
BLUE CROSS BLUE SHIELD OF WYOMING	**DEP CARE - Dependent Care***	06/24/2016	AP	1,630.84
BLUE CROSS BLUE SHIELD OF WYOMING Total				**1,630.84**
CALDERA, MANUEL		06/23/2016	Utility Refund	121.09
CALDERA, MANUEL Total				**121.09**
CALLAWAY, ANDREW & ALISON		06/23/2016	Utility Refund	44.60
CALLAWAY, ANDREW & ALISON Total				**44.60**
CHILD SUPPORT SERVICES	**CHILD SUP-UT - Child Support - Utah**	06/24/2016	AP	464.00
CHILD SUPPORT SERVICES Total				**464.00**
CHRISTIANSEN, KAYLUND		06/28/2016	Misc Billing Refund	500.00
CHRISTIANSEN, KAYLUND Total				**500.00**
DAY, JENNIFER		06/23/2016	Utility Refund	100.51
DAY, JENNIFER Total				**100.51**
DEBERNARDI CONSTRUCTION COMPANY	**Pay Application #2**	06/23/2016	AP	441,111.29
DEBERNARDI CONSTRUCTION COMPANY Total				**441,111.29**
DRAPER, REGGIE		06/23/2016	Utility Refund	45.46
DRAPER, REGGIE Total				**45.46**
EKKER, GLEN		06/29/2016	Utility Refund	88.19
EKKER, GLEN Total				**88.19**
EVERSON, DONNA		06/29/2016	Utility Refund	13.87
EVERSON, DONNA Total				**13.87**
GOMEZ, PATRICK & TONYA		06/23/2016	Utility Refund	39.81
GOMEZ, PATRICK & TONYA Total				**39.81**
GREAT-WEST TRUST COMPANY LLC	**WYO DEF - Wyoming Deferred Comp**	06/24/2016	AP	2,336.66
GREAT-WEST TRUST COMPANY LLC Total				**2,336.66**
GROSS, CARRIE & JONATHAN		06/23/2016	Utility Refund	59.23
GROSS, CARRIE & JONATHAN Total				**59.23**
GUNDERMAN, RICHARD M.		06/23/2016	Utility Refund	79.04
GUNDERMAN, RICHARD M. Total				**79.04**
HARLOW, SHENA & ADAM		06/29/2016	Utility Refund	22.02
HARLOW, SHENA & ADAM Total				**22.02**

HAYES, ALAN		06/23/2016	Utility Refund	129.85
HAYES, ALAN Total				**129.85**
HIGH COUNTRY WHOLESALE LLC	**AMMO**	06/23/2016	AP	4,797.80
HIGH COUNTRY WHOLESALE LLC Total				**4,797.80**
HOFER, SCOTT		06/23/2016	Utility Refund	61.10
HOFER, SCOTT Total				**61.10**
IRS	**FED TAX - Federal Income Tax***	06/24/2016	AP	93,992.48
IRS Total				**93,992.48**
JAYNES, LEVI & EMILY		06/23/2016	Utility Refund	93.78
JAYNES, LEVI & EMILY Total				**93.78**
KING, BOBBI		06/23/2016	Utility Refund	86.04
KING, BOBBI Total				**86.04**
KING, JUSTIN ALAN & ARIEL		06/29/2016	Utility Refund	27.83
KING, JUSTIN ALAN & ARIEL Total				**27.83**
KORISKO, JERRY		06/23/2016	Utility Refund	34.24
KORISKO, JERRY Total				**34.24**
LARSEN, TRACY & SHANE		06/29/2016	Utility Refund	84.33
LARSEN, TRACY & SHANE Total				**84.33**
LEGERSKI, LYNNE		06/29/2016	Utility Refund	123.16
LEGERSKI, LYNNE Total				**123.16**
LESTER, TYRRELL & MANDY		06/23/2016	Utility Refund	230.41
LESTER, TYRRELL & MANDY Total				**230.41**
LEWIS AND LEWIS	**Asphalt Mix**	06/23/2016	AP	117,011.55
	Pay Application #2	06/23/2016	AP	117,011.55
LEWIS AND LEWIS Total				**117,011.55**
LORDS, JENNIFER & PAUL		06/23/2016	Utility Refund	60.57
LORDS, JENNIFER & PAUL Total				**60.57**
MONROE LLC		06/29/2016	Utility Refund	6.27
MONROE LLC Total				**6.27**
MURRAY, DEA & CURG		06/29/2016	Utility Refund	63.48
MURRAY, DEA & CURG Total				**63.48**
NEAL, STEVEN		06/29/2016	Utility Refund	26.24
NEAL, STEVEN Total				**26.24**
NORMAN, RANDY		06/23/2016	Utility Refund	28.31
NORMAN, RANDY Total				**28.31**
PATTERSON, TODD & DEANN		06/23/2016	Utility Refund	8.29
PATTERSON, TODD & DEANN Total				**8.29**
PETERSON, MANDY & MIKE DRINKLE		06/29/2016	Utility Refund	12.47
PETERSON, MANDY & MIKE DRINKLE Total				**12.47**
PIONEER RENTALS		06/23/2016	Utility Refund	8.56
PIONEER RENTALS Total				**8.56**
POORMAN, KELLY & JOSEPH MARCY		06/23/2016	Utility Refund	74.21
POORMAN, KELLY & JOSEPH MARCY Total				**74.21**
PROVIDENCE PROPERTIES, LLC		06/29/2016	Utility Refund	19.85
PROVIDENCE PROPERTIES, LLC Total				**19.85**
RODGERS EXCAVATION INC		06/29/2016	Utility Refund	222.37
RODGERS EXCAVATION INC Total				**222.37**
SANTHUFF, PATRICIA		06/23/2016	Utility Refund	51.30
SANTHUFF, PATRICIA Total				**51.30**
SEEKINS, SERENA		06/29/2016	Utility Refund	152.20
SEEKINS, SERENA Total				**152.20**
SMART DWELLINGS		06/29/2016	Utility Refund	17.30
SMART DWELLINGS Total				**17.30**
SMITH, TRISTA		06/23/2016	Utility Refund	48.69
SMITH, TRISTA Total				**48.69**
TUCKER, BYRON		06/23/2016	Utility Refund	68.87
TUCKER, BYRON Total				**68.87**
WYOMING CHILD SUPPORT ENFORCEMENT	**CHILD SUP - Child Support**	06/24/2016	AP	250.00
WYOMING CHILD SUPPORT ENFORCEMENT Total				**250.00**
YACCO, TEESA		06/23/2016	Utility Refund	142.81
YACCO, TEESA Total				**142.81**
Jacob Anglesey	**PAYROLL DEDUCTION/SVS ACCOUNT CLOSED**	06/28/2016	AP	100.00
Jacob Anglesey Total				**100.00**
MARK PETERSON	**TRAVEL / CODY**	06/27/2016	AP	320.00
MARK PETERSON Total				**320.00**
PETE RUST	**TRAVEL / CODY**	06/27/2016	AP	331.31
PETE RUST Total				**331.31**
Grand Total				**665,498.75**

Outstanding Invoices
Presented for 7-5-2016 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
ADAPCO, INC	**106228**	Aquabac 40 lb Bag	06/09/2016	14,105.60
ADAPCO, INC Total				**14,105.60**
AIRGAS USA, LLC	**9936750011**	CYLINDER RENTALS	05/31/2016	424.54
AIRGAS USA, LLC Total				**424.54**
ALSCO	**LOGD1132612**	Mats for PD	06/15/2016	38.12
	LOGD1132625	UNIFORM SERVICE	06/15/2016	88.75
	LOGD1132633	Mats and Shop Towels	06/15/2016	82.08
	LOGD1132636	Mats for Animal Control	06/15/2016	26.61
	LOGD1134166	UNIFORM SERVICE	06/22/2016	88.75
	LOGD1134178	Mats and Mops for City Hall	06/22/2016	82.82
ALSCO Total				**407.13**
ANDERSON, RICK AND KIM	**061516**	SUMMER DAY CAMP	06/15/2016	247.00
ANDERSON, RICK AND KIM Total				**247.00**
AQUATIC DISTRIBUTORS	**97778**	Aquamax x3	03/08/2016	3,095.00
AQUATIC DISTRIBUTORS Total				**3,095.00**
BATTERY SYSTEMS INC	**3568660**	BATTERY	06/15/2016	99.47
BATTERY SYSTEMS INC Total				**99.47**
BHI	**120898**	Maintenance	03/31/2016	5,299.00
BHI Total				**5,299.00**
BIOLYNCEUS	**6219**	Probiotic Scrubber	06/14/2016	733.62
BIOLYNCEUS Total				**733.62**
BLUETARP FINANCIAL, INC - NORTHERN TOOL	**35629206**	Fuel Transfer Pump for Waste Oil Recycling	06/16/2016	246.54
BLUETARP FINANCIAL, INC - NORTHERN TOOL Total				**246.54**
BOXELDER TREE FARMS, LLC	**2517**	TREES	04/25/2016	5,180.00
BOXELDER TREE FARMS, LLC Total				**5,180.00**
BROKEN ARROW FIELD SERVICES, INC.	**4659**	Parts and Labor	06/07/2016	620.50
	4660	Parts and Labor	06/07/2016	620.50
BROKEN ARROW FIELD SERVICES, INC. Total				**1,241.00**
BUSCHELMAN, ALLEN	**5173**	3 Concrete Cemetery Benches	06/22/2016	450.00
BUSCHELMAN, ALLEN Total				**450.00**
CAPITAL BUSINESS SYSTEMS, INC	**619922**	Copier Agreement	06/13/2016	210.15
CAPITAL BUSINESS SYSTEMS, INC Total				**210.15**
CASTILLON, ANTHONY	**062716**	Reimbursement for Payment	06/27/2016	665.09
CASTILLON, ANTHONY Total				**665.09**
CASTLE CLEANING COMPANY	**6043**	Clenaing Services for June 2016 Recreation Center	06/16/2016	5,097.32
CASTLE CLEANING COMPANY Total				**5,097.32**
CASTLE ROCK HOSPITAL DISTRICT	**06212016-STMT**	FLORES, PELLETIER, GRANT, TRUJILLO PRE EMP	06/21/2016	300.00
	2055970	FF Physical for Traeger Sperry	06/21/2016	225.00
	2055980	FF Physical for Traeger Sperry	06/21/2016	163.00
CASTLE ROCK HOSPITAL DISTRICT Total				**688.00**
CASTLE ROCK VETERINARY CENTER	**27423CROY**	SPAY/NEUTER CERTIFICATES	06/13/2016	50.00
CASTLE ROCK VETERINARY CENTER Total				**50.00**
CEDAR MOUNTAIN TREE & LAWN CARE	**79891**	Tree Removal	06/13/2016	1,500.00
CEDAR MOUNTAIN TREE & LAWN CARE Total				**1,500.00**

CEM AQUATICS	**116142**	Calcium Hypochlorite	06/15/2016	292.57
CEM AQUATICS Total				**292.57**
CENTURYLINK	**936M061316**	PHONE SERVICE	06/13/2016	1,904.04
CENTURYLINK Total				**1,904.04**
DAWSON INFRASTRUCTURE SOLUTIONS, LLC	**160365**	IT Pipes Software Agreement	06/01/2016	1,500.00
DAWSON INFRASTRUCTURE SOLUTIONS, LLC Total				**1,500.00**
DENVER INDUSTRIAL SALES	**160854**	UNIQUE High Performance Cold Mix	06/22/2016	1,435.76
DENVER INDUSTRIAL SALES Total				**1,435.76**
DESERT MOUNTAIN CORPORATION	**16-46595**	Ice Slicer	06/14/2016	3,087.35
	16-46596	Ice Slicer	06/14/2016	3,093.52
	16-46597	Ice Slicer	06/10/2016	3,091.46
	16-46598	Ice Slicer	06/08/2016	3,098.67
DESERT MOUNTAIN CORPORATION Total				**12,371.00**
DJ'S GLASS PLUS	**67271**	Lexan 45x29	06/15/2016	100.63
DJ'S GLASS PLUS Total				**100.63**
EAGLE UNIFORM & SUPPLY CO	**79565**	Mops for PD	06/10/2016	25.00
	80300	Mops for PD	06/17/2016	25.00
EAGLE UNIFORM & SUPPLY CO Total				**50.00**
EASTON TELECOM SERVICES LLC	**947032**	PHONE SERVICE	06/10/2016	139.72
EASTON TELECOM SERVICES LLC Total				**139.72**
ENERGY LABORATORIES INC	**8702**	Total Phosphorous	06/24/2016	44.00
ENERGY LABORATORIES INC Total				**44.00**
F.B. MCFADDEN WHOLESALE COMPANY	**318928**	Snacks for Resale	06/13/2016	46.65
	318958	Kitty Litter	06/14/2016	30.40
	319226	Kitty Litter	06/20/2016	277.00
	319332	Snacks for Resale, Supplies	06/21/2016	555.45
	319586	SW Taffy	06/24/2016	164.25
F.B. MCFADDEN WHOLESALE COMPANY Total				**1,073.75**
FAIRMONT SUPPLY COMPANY	**4657837-00**	BATTERY	06/03/2016	74.40
FAIRMONT SUPPLY COMPANY Total				**74.40**
FEDEX	**5-458-52149**	POSTAGE	06/23/2016	13.22
FEDEX Total				**13.22**
FINISH LINE SYSTEMS, LLC	**4527**	Meter Resetters	06/03/2016	894.25
FINISH LINE SYSTEMS, LLC Total				**894.25**
FIRST CHOICE FORD	**324247**	GLASS ASY	06/14/2016	52.70
FIRST CHOICE FORD Total				**52.70**
FLEETPRIDE	**78022060**	R134A FREON	06/22/2016	259.96
FLEETPRIDE Total				**259.96**
FORCE AMERICA INC	**CM001-0001875**	SWITCH	04/08/2016	(27.72)
FORCE AMERICA INC Total				**(27.72)**
FREMONT MOTOR ROCK SPRINGS	**70884**	WHEEL NUTS	06/16/2016	16.16
	70900	LAMP	06/20/2016	587.90
FREMONT MOTOR ROCK SPRINGS Total				**604.06**
GALLS INC	**005472045**	LEIGHT IMPACT	05/31/2016	292.32
	005547519	Uniform shirt and ties	06/14/2016	144.37
	005572654	Dress Shoes for Uniform	06/17/2016	366.83
GALLS INC Total				**803.52**
GENTLE TOUCH DRYCLEANING	**0609**	UNIFORM CLEANING / CRONK	05/25/2016	6.00
	0674	UNIFORM CLEANING / WILLIAMS	06/06/2016	18.00
	0717	UNIFORM CLEANING / CRONK	06/10/2016	6.00
GENTLE TOUCH DRYCLEANING Total				**30.00**
GRAINGER	**9132500480**	Bulk Webbing, Side Squeeze Buckle	06/07/2016	70.59
	9141549551	LOCKOUT TAGS	06/16/2016	16.00
GRAINGER Total				**86.59**
GREEN RIVER ACE HARDWARE	**107918/2**	Deadbolt, Key, Fasteners	02/16/2016	110.57
	108132/2	Freshner, Texture Spray, Leakseal Sealant, Wallboar	02/29/2016	66.94
	108147/2	Kerosene	02/29/2016	25.98
	108158/2	Hefty Slider Gallon 15 Ct	03/01/2016	3.99
	108167/2	Service Line Parts	04/15/2016	79.21
	108327/2	Connect Winggrd	03/09/2016	8.98
	108525/2	Galvanized Nipple	03/17/2016	27.54
	108648/2	Ultra Dawn Antibac. 21.6 oz	03/23/2016	8.98
	108723/2	Bolt U, Fasteners	03/28/2016	18.76
	108726/2	Bolt with Nut	03/28/2016	3.98
	108761/2	Tote with Organizer	03/30/2016	39.99
	108990/2	Phone Holder Mossy Oak	04/08/2016	11.99
	109052/2	Copper tube	04/12/2016	22.53
	109278/2	Plumbing Parts	04/21/2016	22.56

	109279/2	Adapters	04/21/2016	7.16
	109404/2	Tape Electric	04/26/2016	13.98
	109439/2	Welding Rod	04/27/2016	19.99
	109448/2	Painter Pal Gel	04/28/2016	7.99
	109638/2	Plastic Tube and Sleeve	05/06/2016	9.98
	110399/2	Garbage Bags	06/01/2016	25.98
	110460/2	Tape	06/02/2016	2.99
	110469/2	FASTENERS	06/02/2016	6.69
	110476/2	BUSHING	06/02/2016	9.48
	110618/2	sprinklers	06/06/2016	13.98
	110728/2	Batteries and Wire	06/08/2016	19.98
	110731/2	DRAWER LOCK	06/08/2016	37.96
	110740/2	Poly Film	06/09/2016	64.99
	110778/2	Spray Paint	06/10/2016	4.99
	110783/2	PRO EXTPOLE	06/10/2016	54.99
	110846/2	Megnetic Pickup/Point 25"	06/13/2016	12.63
	110850/2	GARDENING SUPPLIES	06/13/2016	87.44
	110864/2	Batteries for swiss phone pagers	06/13/2016	33.98
	110869/2	Bushing 40PVC	06/14/2016	6.98
	110893/2	Wire Cloths 16 Ga Galv100'	06/15/2016	19.77
	110896/2	Battery Pk 12	06/15/2016	33.98
	110898/2	ICE	06/15/2016	1.99
	110901/2	Rags	06/15/2016	28.47
	110911/2	Wire Brushes	06/15/2016	11.98
	110920/2	Dropcloth, sandpaper, paint brush, sandblock, Stain	06/15/2016	186.36
	110931/2	GLOVES	06/16/2016	19.98
	110935/2	Ring Wax Extender kit	06/16/2016	8.99
	110987/2	Top Soil	06/17/2016	6.98
	110988/2	18-4 Pk Annuals	06/17/2016	53.82
	110992/2	18-4 Pk Annuals	06/17/2016	53.82
	111041/2	Drawer and Cabinet lock	06/20/2016	7.99
	111048/2	DRAWER LOCK	06/20/2016	(15.98)
	111054/2	HOSE	06/20/2016	59.99
	111057/2	Plumbing Parts	06/20/2016	17.98
	111058/2	Ball Valves	06/20/2016	49.98
	111070/2	Cooler Pump Repair	06/21/2016	33.47
	111072/2	Kerosene	06/21/2016	24.99
	111083/2	WADE POOL	06/21/2016	11.99
	111097/2	Cooler Pad	06/21/2016	4.99
	111116/2	Pub Sch40 PVC	06/22/2016	2.98
	111118/2	Kerosene	06/22/2016	49.98
	111131/2	Frostproof faucet	06/22/2016	21.99
	111134/2	Liquid Wrench, Air Dust, Clamp	06/22/2016	30.45
	111142/2	Caulk guns and wire brushes	06/23/2016	44.94
	111149/2	Ratchet and hex bit	06/23/2016	29.98
	111152/2	Adapter, Cap, Bushing, Hose Adapter	06/23/2016	20.73
	111155/2	FASTENERS	06/23/2016	0.86
	111157/2	WIRE HOOKS	06/23/2016	28.98
	111161/2	1/2" Ratchet and Tape	06/23/2016	31.98
	111164/2	Straight Clevis	06/23/2016	19.99
	111165/2	Mouse Trap	06/23/2016	3.98
	111169/2	Excess Flow Pol	06/23/2016	23.98
	111184/2	Ties/Cables	06/23/2016	51.97
	111190/2	Paint	06/24/2016	31.99
	111193/2	Adapter Hose	06/24/2016	6.99
	111234/2	Annuals, Top Soil, Potting Soil	06/27/2016	63.84
	111237/2	Coupl QWIK FIX	06/27/2016	9.99
	111240/2	Pine Sol Cleaner	06/27/2016	12.99
	111255/2	Tank Sprayer	06/28/2016	39.99
	111259/2	Flash Light	06/28/2016	22.99
GREEN RIVER ACE HARDWARE Total				**2,067.27**
GREEN RIVER CHAMBER	**2232**	COMMUNITY SERVICE	06/07/2016	22,500.00
	2247	1 Week Digital Sign for Painting with a Twist	06/20/2016	20.00
GREEN RIVER CHAMBER Total				**22,520.00**
GREEN RIVER HIGH SCHOOL	**2016/2017**	Wolves Athletic Booster Sponsorship	06/23/2016	500.00
GREEN RIVER HIGH SCHOOL Total				**500.00**
HACH COMPANY	**9980167**	Benchtop Plus Annual Certification	06/18/2016	2,996.00
HACH COMPANY Total				**2,996.00**

HILL'S PET NUTRITION SALES INC	**225663913**	DOG AND CAT FOOD	05/24/2016	62.16
	225838603	DOG AND CAT FOOD	06/22/2016	38.66
HILL'S PET NUTRITION SALES INC Total				**100.82**
HOSE & RUBBER SUPPLY INC	**C76238-001**	STEEL MALE	04/15/2016	4.72
	C83389-001	MEGACRIMP	06/13/2016	56.46
	C83622-001	PARTS	06/14/2016	90.49
HOSE & RUBBER SUPPLY INC Total				**151.67**
HOTSY EQUIPMENT OF WYOMING INC	**1123**	Hotsy elec box	05/23/2016	391.20
HOTSY EQUIPMENT OF WYOMING INC Total				**391.20**
HUTSON, JOSH	**071016**	TRAVEL / ANAHEIM	02/01/2016	946.72
HUTSON, JOSH Total				**946.72**
INBERG-MILLER ENGINEERS - IME	**17785GM.402**	Construction Materials Testing Through 5-28-16	06/16/2016	5,869.16
	17785GM.502	Construction Materials Testing Through 5-28-16	06/16/2016	1,345.52
	5541RE15	Calculate remaining volumes, prepare for closure de	06/22/2016	5,443.78
	8955GM106	Density Testing	06/16/2016	119.01
INBERG-MILLER ENGINEERS - IME Total				**12,777.47**
JIM'S UPHOLSTERY, LLC	**8818**	REPAIR	06/07/2016	160.00
JIM'S UPHOLSTERY, LLC Total				**160.00**
KIMBALL MIDWEST	**4972637**	SHOP SUPPIES SMALL	06/20/2016	(165.10)
KIMBALL MIDWEST Total				**(165.10)**
K-MOTIVE & SPORTS INC	**156293**	OIL CHANGE	06/15/2016	89.98
K-MOTIVE & SPORTS INC Total				**89.98**
KRKK KQSW KMRZ KSIT WYORADIO	**16060096**	Radio Spots for Rythms and Rhymes	06/10/2016	102.00
	16060097	Radio Spots for Rythms and Rhymes	06/10/2016	102.00
KRKK KQSW KMRZ KSIT WYORADIO Total				**204.00**
LAW ENFORCEMENT TARGETS, INC.	**0315025-IN**	TARGETS	06/08/2016	418.55
LAW ENFORCEMENT TARGETS, INC. Total				**418.55**
LEWIS AND LEWIS	**280464**	1/2" Asphalt Mix	06/15/2016	1,597.90
LEWIS AND LEWIS Total				**1,597.90**
LIQUID ENGINEERING CORPORATION	**14899**	Reposition Tank Mixers and Clean Tanks	06/23/2016	5,715.00
LIQUID ENGINEERING CORPORATION Total				**5,715.00**
LONG BUILDING TECHNOLOGIES INC	**JC125995**	Jace Network Controller Upgrade for the Rec. Center	06/15/2016	15,670.00
	SCPAY0034783	4th Quarter Billing for April, May and June 2016	06/26/2016	6,519.50
LONG BUILDING TECHNOLOGIES INC Total				**22,189.50**
M & J AERO SERVICES, INC	**062216**	2nd Mosquito Flyover	06/22/2016	12,012.00
M & J AERO SERVICES, INC Total				**12,012.00**
MATCO TOOLS-SWICK'S MATCO TOOLS	**193926**	14 MM TAP	06/09/2016	16.21
MATCO TOOLS-SWICK'S MATCO TOOLS Total				**16.21**
MEMORIAL HOSPITAL OF SWEETWATER COUNTY	**0804455095**	LEGAL DRAW	05/20/2016	57.00
MEMORIAL HOSPITAL OF SWEETWATER COUNTY Total				**57.00**
MOUNTAINLAND SUPPLY, LLC	**S101805587.001**	RB TBOS DC Latch Soleniod	06/13/2016	151.20
MOUNTAINLAND SUPPLY, LLC Total				**151.20**
MUNICODE/MUNICIPAL CODE CORPORATION	**00271625**	ANNUALWEB HOSTING	06/16/2016	400.00
MUNICODE/MUNICIPAL CODE CORPORATION Total				**400.00**
NAPA AUTO PARTS UNLIMITED	**246899**	HYDRAULIC FILTER	05/05/2016	(39.99)
	248029	FLOOR DRY	05/19/2016	37.68
	249593	FILTERS	06/07/2016	122.13
	249594	Core Deposit	06/07/2016	129.62
	249596	AIR FILTERS	06/07/2016	91.63
	249598	CRANKCASE	06/07/2016	114.87
	249599	FILTERS	06/07/2016	16.61
	249656	FILTERS	06/08/2016	16.90
	249658	STABILZER	06/08/2016	43.37
	249688	RETROFIT KIT	06/08/2016	27.80
	249691	BRAKE PADS	06/08/2016	31.53
	249694	FILTERS	06/08/2016	21.20
	249754	LAMP	06/09/2016	10.22
	249776	Air Filter	06/09/2016	14.25
	249792	AIR FILTERS	06/09/2016	7.46
	249811	A/C CLUTCH	06/09/2016	12.33
	249876	SPARK PLUGS	06/10/2016	8.72
	249901	AIR FILTERS	06/10/2016	2.68
	249906	Oil Filter	06/10/2016	5.57
	249910	CONNECTOR	06/10/2016	10.49
	250085	FILTERS	06/13/2016	22.67
	250097	CLAMP	06/13/2016	3.99
	250129	FILTERS	06/13/2016	26.28
	250136	BRAKE PADS	06/13/2016	364.18

	250180	Brakleen	06/14/2016	9.56
	250187	CALIPER LUBE	06/14/2016	7.97
	250190	Fuel Pump	06/14/2016	366.99
	250308	TUNE UP	06/15/2016	7.99
	250314	Core Deposit	06/15/2016	(62.00)
	250335	FILTERS	06/15/2016	14.17
	250357	BELT	06/15/2016	16.34
	250392	SPARK PLUGS	06/16/2016	201.89
	250445	FILTERS	06/16/2016	16.64
	250554	D Earth/Floor Dry	06/17/2016	235.50
	250710	SPRAY ADHESIVE	06/20/2016	17.47
	2507818	GREASE GUN	06/20/2016	29.99
	250813	CABLE TIE	06/21/2016	7.35
	250839	ADDITIVE	06/21/2016	11.49
	250873	ANTIFREEZE	06/22/2016	21.33
	250878	AIR FILTERS	06/22/2016	9.38
	250923	FILTERS	06/22/2016	7.59
	250967	Grease Fittings	06/23/2016	13.96
	250968	FILTERS	06/23/2016	15.05
	250978	OIL SHAF	06/23/2016	53.10
	251004	Tow Strap and receiver	06/23/2016	63.65
	251005	Stabil	06/23/2016	13.49
	251033	Oil Filter	06/23/2016	5.57
	251054	Cleaning Supplies for the Trucks	06/23/2016	64.18
	251055	HITCH PIN	06/23/2016	10.69
	251381	Evaporative Cooler Belt	06/28/2016	15.21
NAPA AUTO PARTS UNLIMITED Total				**2,276.74**
NEOPOST USA INC	**53999527**	Maintenance	06/19/2016	324.90
NEOPOST USA INC Total				**324.90**
NETMOTION WIRELESS	**10031732**	Netmotion Diagnostics tool	06/28/2016	3,656.25
NETMOTION WIRELESS Total				**3,656.25**
NEVE'S UNIFORMS	**LN-336361**	Belts and cap for uniforms	06/17/2016	90.82
NEVE'S UNIFORMS Total				**90.82**
NEWGEN STRATEGIES AND SOLUTIONS, LLC	**4460**	STUDY	06/16/2016	14,600.34
NEWGEN STRATEGIES AND SOLUTIONS, LLC Total				**14,600.34**
NUTECH SPECIALTIES INC	**147263**	ARMOR WIPES	05/27/2016	39.00
	147264	BIODET ND	05/20/2016	71.52
	147784	Hydrochloric Acid	06/10/2016	539.40
NUTECH SPECIALTIES INC Total				**649.92**
OFFICE DEPOT INC	**835612032001**	Office supplies/toner etc.	04/21/2016	465.39
	840682452001	Office Supplies	05/19/2016	81.05
OFFICE DEPOT INC Total				**546.44**
ONE-CALL WYOMING	**41580**	Tickets for May	06/06/2016	102.75
ONE-CALL WYOMING Total				**102.75**
OPENGOV, INC	**2166**	Annual Renewal	06/23/2016	7,000.00
OPENGOV, INC Total				**7,000.00**
O'REILLY AUTO PARTS	**4981-122492**	BATTERY	06/22/2016	104.30
O'REILLY AUTO PARTS Total				**104.30**
PETERBILT OF WYOMING	**RP146227**	INSULATION KIT	06/16/2016	554.99
PETERBILT OF WYOMING Total				**554.99**
PLAINS TIRE COMPANY - ZUMBRENNEN'S	**61874**	TOWMAX	06/16/2016	74.00
PLAINS TIRE COMPANY - ZUMBRENNEN'S Total				**74.00**
PLAN ONE/ARCHITECTS	**10-A**	SHOO	06/15/2016	970.02
	7-A	SHOOTING RANGE	03/15/2016	970.65
PLAN ONE/ARCHITECTS Total				**1,940.67**
PMS SCREEN PRINTING	**1022**	Seasonal T Shirts	06/01/2016	80.00
	961	T-SHIRTS	05/05/2016	572.00
PMS SCREEN PRINTING Total				**652.00**
POST AND ASSOCIATES	**7247**	ADMINISTRATIVE FEE	06/17/2016	1,500.00
POST AND ASSOCIATES Total				**1,500.00**
POTTERY FROM THE HEART	**061816**	Pottery for youth group	06/18/2016	250.00
POTTERY FROM THE HEART Total				**250.00**
PROFORCE LAW ENFORCEMENT	**176736**	Taser Cam Download Kit	06/12/2013	14.95
	177195	TSR CAM HD USB DOWLOAD KIT	06/18/2013	(14.95)
PROFORCE LAW ENFORCEMENT Total				**0.00**
PUBLIC SAFETY CENTER	**5678461**	SYRINGE KEEPER	06/14/2016	48.14
PUBLIC SAFETY CENTER Total				**48.14**
QUESTAR GAS	**1880060316**	MONTHLY USUAGE	06/03/2016	5,767.47

QUESTAR GAS Total				**5,767.47**
QUILL CORPORATION	**5914375**	Dymo Tape	05/17/2016	95.96
	5923182	Dymo Tape	05/17/2016	35.97
	6153749	Office Supplies	05/25/2016	141.96
	6175542	BINDER CLIPS	05/25/2016	11.88
	6600888	Softsoap w/aloe pump	06/13/2016	23.89
	6675232	Paper	06/15/2016	682.87
QUILL CORPORATION Total				**992.53**
REAL KLEEN INC	**43963**	Cleaning supplies	02/10/2016	137.25
	44424	Floor Resurfacing	04/28/2016	3,571.14
	44675	Trash Can Liners for Public Works	06/22/2016	201.20
REAL KLEEN INC Total				**3,909.59**
RED HORSE OIL COMPANY INC	**13227**	FUEL	06/03/2016	1,187.52
	13278	FUEL	06/10/2016	2,446.91
	G5294	FUEL	05/10/2016	38.50
	G5297	FUEL	05/13/2016	30.63
	G5301	FUEL	05/17/2016	45.90
	G5303	FUEL	05/19/2016	33.79
RED HORSE OIL COMPANY INC Total				**3,783.25**
REYNOLDS ADVANCED MATERIALS	**136809**	Medium Tan Clay	06/22/2016	885.46
REYNOLDS ADVANCED MATERIALS Total				**885.46**
RIVERSIDE NURSERY	**745791 (40)**	Flowers for Planters on Flaming Gorge Way	06/06/2016	1,415.46
	062016	12-4 pk annual	06/20/2016	35.88
	062716	Flowers for Planters Outside of City Hall	06/27/2016	83.84
	41	FLOWERS	06/06/2016	3,658.68
	745777	Flowers for Planters Outside of City Hall	06/27/2016	174.96
	745794	Annual flowers, root stimulator, blooming & rooting	06/20/2016	115.72
	745798	4 Root Stimulator	06/20/2016	35.96
	745799	Soil Prep	06/21/2016	51.92
RIVERSIDE NURSERY Total				**5,572.42**
ROCK SPRINGS NEWSPAPERS INC ROCKET MINER	**12373285**	EMPLOYMENT AD	05/14/2016	57.30
ROCK SPRINGS NEWSPAPERS INC ROCKET MINER Total				**57.30**
ROCK SPRINGS WINLECTRIC CO	**020799 00**	Med Socket Adapter	06/06/2016	11.00
	021047 00	Contactor Blocks	06/15/2016	169.22
ROCK SPRINGS WINLECTRIC CO Total				**180.22**
ROCKY MOUNTAIN POWER	**0012062116**	ELECTRIC SERVICE	06/21/2016	1,699.38
	0020061716	ELECTRIC SERVICE	06/17/2016	145.31
ROCKY MOUNTAIN POWER Total				**1,844.69**
RON'S ACE RENTALS & EQUIPMENT	**181207**	SOAPER VALVE	06/02/2016	90.15
	181806	Speed Feed Head, Gatorline	06/23/2016	352.00
RON'S ACE RENTALS & EQUIPMENT Total				**442.15**
RUST, PETE	**053116**	MILEAGE / RUST	05/31/2016	63.18
	060116	LUNCH MEETING	06/01/2016	7.40
RUST, PETE Total				**70.58**
S&S & SALLY'S DISTRIBUTORS	**9146504**	Magic Nuudles Bold & Bright, Magic Paper	06/20/2016	141.36
S&S & SALLY'S DISTRIBUTORS Total				**141.36**
SCHAEFFERS MANUFACTURING COMPANY	**671223-INV2**	LUBRICANTS	06/21/2016	959.40
SCHAEFFERS MANUFACTURING COMPANY Total				**959.40**
SHERWIN WILLIAMS COMPANY	**7442-9**	5 SPRDK CED, 5 Gal Ced,	06/27/2016	900.00
	7443-7	5 Gal Chelsea Gray	06/27/2016	470.00
SHERWIN WILLIAMS COMPANY Total				**1,370.00**
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	**2685939 RI**	SHIRT	06/06/2016	83.95
	2686699 RI	PANTS	06/07/2016	168.00
	2686756 RI	PANTS	06/07/2016	93.95
	2689895 RI	PANTS	06/13/2016	84.00
	2690769 RI	SHIRT	06/14/2016	64.00
	2692998 RI	SHIRT	06/17/2016	64.00
	2694255 RI	PANTS	06/21/2016	42.00
	2696278 RI	SHIRT	06/24/2016	41.95
SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT Total				**641.85**
SMITH'S FOOD & DRUG INC	**003591**	Donuts	06/28/2016	11.98
	286315	Childs Playtime	05/19/2016	8.99
SMITH'S FOOD & DRUG INC Total				**20.97**
SOUTHWEST COUNSELING SERVICES	**200-035**	MAY 2016 EAP CONTRACT BILLING	05/01/2016	583.33
SOUTHWEST COUNSELING SERVICES Total				**583.33**
SOUTHWESTERN WYOMING WOOL WAREHOUSE	**53605**	Dryland Seed	06/16/2016	256.00

SOUTHWESTERN WYOMING WOOL WAREHOUSE Total				**256.00**
SPENCE, ROBERT A	**052616**	COURT APPOINTED LAWYER	05/26/2016	250.00
	060216	COURT APPOINTED LAWYER	06/02/2016	550.00
SPENCE, ROBERT A Total				**800.00**
STAR TRANSIT	**4232**	TRANSPORTATION	05/31/2016	5,630.00
STAR TRANSIT Total				**5,630.00**
SUN BADGE COMPANY	**368029**	BADGE	06/02/2016	63.00
SUN BADGE COMPANY Total				**63.00**
SUNROC CORPORATION	**40442199**	Decorative Rock Uintah 1"	06/08/2016	804.00
	40442970	Roadbase Spec 1"	06/10/2016	242.45
SUNROC CORPORATION Total				**1,046.45**
SWEETWATER COUNTY CLERK	**060116**	SKYWEST / JAN - MARCH	06/01/2016	16,991.00
	920	2ND QUARTER DUES	06/08/2016	75.00
SWEETWATER COUNTY CLERK Total				**17,066.00**
SWEETWATER COUNTY DETENTION CENTER	**APRIL 2016**	INMATE HOUSING	05/03/2016	935.00
SWEETWATER COUNTY DETENTION CENTER Total				**935.00**
SWEETWATER COUNTY SCHOOL DISTRICT #2	**061616**	Providing Tennis Camps for summer day camp	06/16/2016	250.00
SWEETWATER COUNTY SCHOOL DISTRICT #2 Total				**250.00**
SWEETWATER COUNTY WEED & PEST	**8460**	Herbicide	06/09/2016	852.55
	8465	Herbicide	06/13/2016	875.80
SWEETWATER COUNTY WEED & PEST Total				**1,728.35**
SWEETWATERNOW, LLC	**832**	POLICE OFFICER I JOB LISTING	06/20/2016	250.00
	836	Ads for Art on the Green	06/23/2016	500.00
SWEETWATERNOW, LLC Total				**750.00**
THE GREEN RIVER STAR	**3628**	ADVERTISING / COUNICL MINUTES	05/11/2016	770.00
	3639	ADVERTISING / AGENDA	05/11/2016	99.00
	3641	ADVERTISING / TRAVEL GUIDE	05/12/2016	900.00
	3672	GRADUATION EDITION	05/18/2016	112.50
	3710	2016 Scenic Byways - Travel Guide	05/12/2016	180.00
THE GREEN RIVER STAR Total				**2,061.50**
THE RADIO NETWORK	**16050372**	ADVERTISING / COUNCIL MEETINGS	05/31/2016	50.00
	16050373	ADVERTISING / COUNCIL MEETINGS	05/31/2016	50.00
	16050374	ADVERTISING / COUNCIL MEETINGS	05/31/2016	50.00
	16050375	ADVERTISING / COUNCIL MEETINGS	05/31/2016	50.00
THE RADIO NETWORK Total				**200.00**
THE TIRE DEN INC	**1-258198**	TIRES	06/03/2016	1,760.00
	1-258752	TIRES	06/13/2016	90.80
	1-258766	FOAM FILL	06/13/2016	90.80
	1-258776	TIRES	06/13/2016	820.00
	1-258778	TIRES	06/13/2016	205.00
	1-259198	TIRES	06/20/2016	4,900.00
	1-259313	TIRES	06/21/2016	192.95
THE TIRE DEN INC Total				**8,059.55**
TNT SERVICE & REPAIR	**ALSCO10052**	PRESSURE WASHER SERVICE	06/15/2016	660.22
TNT SERVICE & REPAIR Total				**660.22**
TYLER TECHNOLOGIES INC	**025-142413**	CASH DRAWER MAINTENANCE	12/16/2015	(32.27)
TYLER TECHNOLOGIES INC Total				**(32.27)**
US BANK	**ABOD AMAZON42716**	CHARGED IN ERROR REIMBURSED TO CITY	05/25/2016	42.99
	ABOD AMAZON42916	NURSERY SUPPLIES	05/25/2016	107.74
	ABOD AMAZON51816	Misc Supplies	05/25/2016	48.88
	ABOD BLARIX51716	WHISTLES	05/25/2016	49.95
	ABOD DISNEY43016	NURSERY SUPPLIES	05/25/2016	39.13
	ABOD DOLLAR51716	TABLE COVERS/STREAMERS	05/25/2016	14.00
	ABOD OFFIC051316	Office Supplies	05/25/2016	97.83
	ABOD OFFICE51316	Office Supplies	05/25/2016	24.97
	ABOD RACQU51716	RACQUETBALLS	05/25/2016	98.18
	ABOD SMITHS50416	Misc Supplies	05/25/2016	14.98
	ABOD STAPLE51316	Office Supplies	05/25/2016	142.07
	BCOR AMAZON33016	DISPLAY PORT	04/25/2016	22.24
	BCOR AMAZON33116	DESK MONITOR STAND	04/25/2016	132.81
	BCOR AMAZON41216	DELL MONITORS	04/25/2016	413.55
	BHAL CASTLE50616	PROFESSIONAL VET SERVICES	05/25/2016	397.71
	BHAL KINGSO42716	FUEL	05/25/2016	23.61
	BHAL KINGSO42916	FUEL	05/25/2016	16.27
	BHAL PILOT042916	FUEL	05/25/2016	18.70
	CDUN AMAZO051616	SUMMER DAY CAMP SUPPLIES	05/25/2016	74.62
	CDUN AMAZO051816	SUMMER DAY CAMP SUPPLIES	05/25/2016	59.55
	CDUN AMAZO052316	SUMMER DAY CAMP SUPPLIES	05/25/2016	10.43

CDUN AMAZON51116	TWO WAY RADIOS	05/25/2016	79.99
CDUN AMAZON51716	SUMMER DAYCAMP SUPPLIES	05/25/2016	22.44
CDUN AMAZON51816	SUMMER DAY CAMP SUPPLIES	05/25/2016	21.43
CDUN AMAZON52316	SUMMER DAY CAMP SUPPLIES	05/25/2016	54.89
CDUN DOLLAR5616	CREDIT TAX	05/25/2016	(11.52)
CDUN ENVIR051216	WORLD RHYTHMS SET	05/25/2016	79.93
CDUN FATBRA51116	SENSORY BALLS/SQUISH BALLS	05/25/2016	298.38
CDUN GUM.CO51616	FORTUNE TELLERS	05/25/2016	2.99
CDUN PHOTOT50916	RODEO TICKETS	05/25/2016	264.13
CDUN S&SWW051616	SUMMER DAY CAMP SUPPLIES	05/25/2016	73.98
CDUN SALLY051616	SALON CARE	05/25/2016	3.69
CDUN SALLY052316	SALON CARE	05/25/2016	5.39
CDUN SHOPKO51916	DRAWER CENTER TP	05/25/2016	9.99
CDUN SMITHS51716	AFTER SCHOOL SUPPLIES	05/25/2016	58.11
CDUN SMITHS51916	AFTER SCHOOL PROGRAM SUPPLIES	05/25/2016	121.70
CDUN SMITHS52416	SUMMER DAY CAMP SUPPLIES	05/25/2016	1.67
CDUN SMOOTH51616	AFTER SCHOOL SUPPLIES	05/25/2016	156.13
CDUN STAR50416	Movie Tickets	05/25/2016	528.00
CDUN WALM050616	AFTER SCHOOL SUPPLIES	05/25/2016	64.59
CDUN WALMA51616	AFTER SCHOOL SUPPLIES	05/25/2016	314.92
CKRA AMAZON40916	Office Supplies	04/25/2016	189.55
CKRA AMAZON41616	COMPUTER DESK	04/25/2016	51.73
CKRA AMAZON41806	Office Supplies	04/25/2016	68.28
CKRA AMAZON42816	CARPET STAIN REMOVER	05/25/2016	20.78
CKRA MILLIE40416	CREDIT FRAUDULENT CHARGES	05/25/2016	(24.90)
CKRA MILLIER4416	FRAUDULENT CHARGE	04/25/2016	24.90
CKRA WALMA41016	Office Supplies	04/25/2016	7.94
CKRA ZAZZL041316	GREETING CARDS	04/25/2016	743.15
CKRA ZAZZLE41316	YEARLY SUBSCRIPTION	04/25/2016	9.95
CKRA ZAZZLE50416	GREETING CARDS	05/25/2016	158.75
CMEA VZWR052216	CELLULAR SERVICE	05/25/2016	1,047.57
CSTE SMITHS42916	CUPS FOR 5K/10K	05/25/2016	3.79
CSTE USPS050416	Shipping	05/25/2016	13.45
DGAR AMAZON42816	DELL DOCKING STATION	05/25/2016	104.98
DGAR GRACE041916	RCA COUPLERS	04/25/2016	8.98
DGAR GRACE31016	Couplers	03/25/2016	12.99
DGAR GRACE31716	JACKS	03/25/2016	6.99
DGAR GRACE41916	RCA COUPLERS	04/25/2016	8.98
DGAR NEWEG032216	CRUCIAL BX 2000 240GB	03/25/2016	64.99
DGAR NEWEG041816	DELL NOTEBOOK DOCKING STATION	04/25/2016	129.95
DGAR NEWEG30816	CORSAIR XMS3 8GB	03/25/2016	87.98
DGAR NEWEG33016	CORSAIR XMS3	04/25/2016	144.97
DGAR NEWEG41916	SWIPE READER	04/25/2016	100.97
DGAR NEWEG42816	CREDIT ITEM NEVER RECEIVED	05/25/2016	(129.95)
DGAR NEWEGG33016	COSAIR XMS3/CRUCIAL BX200	04/25/2016	144.97
DGAR NEWEGG41816	Misc	04/25/2016	129.95
DGAR NEWEGG41916	MAGTEC SWIPE READER	04/25/2016	100.97
DGAR SCHNEI22616	BATTERY MODULES	03/25/2016	2,269.60
DGAR SCHNEI30416	CREDIT BATTERY MODULES	03/25/2016	(2,156.00)
DHYE HOMED052316	Paint Supplies	05/25/2016	87.66
DHYE HOMEDE50716	CABLES	05/25/2016	95.67
DHYE HOMEDE52316	CLAMP METER/PAIL	05/25/2016	16.94
DHYE MATTIN51816	LOCKER ROOM MATTING	05/25/2016	340.89
DHYE RIVERS51816	PLANTS	05/25/2016	178.66
DHYE WALMA51716	OIL/PAMPERS	05/25/2016	43.84
DSTE HOMEDE51916	BLUEGRASS	05/25/2016	567.60
EHAN EVERBR51116	STAINLESS STEEL GALLON KITS	05/25/2016	441.33
EHAN HOMEDE40516	TOOL SET/DRILL BIT/WOOD CHISEL	04/25/2016	198.70
EHAN HOMEDE50416	MAINTENANCE SUPPLIES	05/25/2016	403.47
EHAN HOMEDE51016	HOLE SAW SET	05/25/2016	26.96
EHAN INDUMM42916	WATER RESCUE MANIQUIN	05/25/2016	762.00
EHAN KULLY040116	MIXING VALVE	04/25/2016	154.50
EHAN PAYPAL41316	TILE CUTTER	04/25/2016	5.89
EHAN SPORTS50416	WRAP TAPE	05/25/2016	20.98
EHAN STAPLE41816	Paper	04/25/2016	68.98
EHAN STAPLE50416	Paper	05/25/2016	35.96
EMIL HOMEDE42716	POWER BREAKER	05/25/2016	29.92
EMIL TOOLTO42916	TOOLS	05/25/2016	39.80

HGAR PALOM050516	LODGING/PHOENIX, AZ	05/25/2016	688.92
HGAR SMITH051116	COURT CONFERENCE SUPPLIES	05/25/2016	16.97
HGAR SMITHS51116	COURT CONFERENCE SUPPLIES	05/25/2016	335.88
HGAR SMITHS51316	COURT CONFERENCE SUPPLIES	05/25/2016	(110.96)
HGAR SWTRTR50916	FRAMING/DESK PLATES	05/25/2016	317.92
HGAR UNITED50416	BAGGAGE FEE	05/25/2016	25.00
HGAR WALM051016	COURT CONFERENCE SUPPLIES	05/25/2016	187.10
JBYI TRICIT50616	CREDIT INVOICE	05/25/2016	(300.00)
JBYI VARCO050416	FRONT BENCH SEAT	05/25/2016	250.00
JMEL AMAZO022616	PROTECTION PLAN	03/25/2016	30.03
JMEL AMAZO022716	SHOULDER HOLSTER	03/25/2016	9.99
JMEL AMAZO022816	CAMERA	03/25/2016	179.00
JMEL FACEB43016	ADVERTISING	05/25/2016	20.00
JMEL NATIO022616	REGISTRATION	03/25/2016	900.00
JMEL PICKIN51716	SPEAKER/MICS/CABLE/STANDS	05/25/2016	800.00
JMEL SMITHS51316	Dry Ice	05/25/2016	2.11
JMEL SMITHS51416	Dry Ice	05/25/2016	3.37
JMEL STAPL030316	Office Supplies	03/25/2016	32.76
JMEL STAPLE50316	Office Supplies	05/25/2016	31.87
JMEL UNIT022616A	FLIGHT	03/25/2016	415.20
JMEL UNITE022616	FLIGHT	03/25/2016	415.20
JMEL UNITED	BAGGAGE FEE	05/25/2016	50.00
JPAL AMAZON50616	CARRYING CASES	05/25/2016	105.08
JPAL OWPSAC52416	PRETREATMENT FACILITY INSPECTOR COURSE	05/25/2016	113.00
KDUN SMITHS50916	Storage Bags	05/25/2016	59.88
KSAD EPICSP50616	WHISTLES & LANYARDS	05/25/2016	389.19
KSAD FUNEXP50516	KEITH YOUNG MEMORIAL RUN SUPPLIES	05/25/2016	111.99
KSAD FUTURE50916	TRIM LOCKS	05/25/2016	281.00
KSAD NORMED51016	First Aid Supplies	05/25/2016	548.35
LERD CODYCV43016	LODGING/DRANEY & MARTIN-CODY WY	05/25/2016	396.00
LERD CODYVF42916	REGISTRATION-DRANEY/MARTIN FIRE SCHOOL	05/25/2016	252.00
LERD SMITHS51816	WATER	05/25/2016	246.95
MEBI DIRECT42616	WET MOPS	05/25/2016	101.25
MEBI OFFICE51716	CLEANING DUSTER	05/25/2016	59.34
MEBI WEBST051116	CREDIT INVOICE	05/25/2016	(4.00)
MHOL USPS051916	Shipping	05/25/2016	20.30
MHOL USPS052016	Shipping	05/25/2016	20.30
MLIB HOLIDA51816	LODGING/THOMPSON-LARAMIE	05/25/2016	293.70
MLIB LARAM51816	REGISTRATION-IAAI WY CHAPT-LARAMIE	05/25/2016	200.00
MLIB SUNDOW51116	LODGING/KIZZIRE & BRADY-RIVERTON	05/25/2016	140.00
MMCD CHIEF050516	COLORBRASS CHEVRONS	05/25/2016	64.55
MSPR FACEB43016	EARTH DAY ADVERTISING	05/25/2016	34.80
MSPR GRACE050316	HOOKS	05/25/2016	14.97
MSPR LOAFN05616	ICE	05/25/2016	5.18
MSPR SMITHS50316	SUPPLIES FOR SCHOOL CHILDREN VISIT	05/25/2016	16.14
PHAS UNION42816	CELL PHONE SERVICE	05/25/2016	49.49
PHAS UNION52216	CELL PHONE SERVICE	05/25/2016	47.35
RCLE HITCH042916	DEPT HEAD DEVELOPMENT MEETING	05/25/2016	77.18
SSCH AMAZON42016	Noodles	04/25/2016	74.95
SSCH AMAZON42316	Office Supplies	04/25/2016	26.58
SSCH AMERRC40916	WATER SAFETY INSTRUCTION	04/25/2016	210.00
SSCH AMERRC42316	WSI COURSE FEE	04/25/2016	35.00
SSCH AMERRC42716	WATER SAFETY INSTRUCTION	05/25/2016	35.00
SSCH DYNAM040116	MUSIC CD'S	04/25/2016	51.90
SSCH DYNAMI41216	MUSIC CD'S	04/25/2016	61.90
SSCH ELIVAT42316	MEDICINE BALLS	05/25/2016	589.58
SSCH ELIVAT42916	MEDICINE BALLS	05/25/2016	67.95
SSCH ELIVAT50516	MEDICINE BALLS	05/25/2016	67.95
SSCH ELIVAT50716	MEDICINE BALLS	05/25/2016	191.10
SSCH GRCHAM42016	LUNCH & LEARN	04/25/2016	12.60
SSCH HASTIN40116	BLACKLIGHT FIXTURE	04/25/2016	59.98
SSCH HYDRO42216	MINI CUFF COVERS	04/25/2016	293.30
SSCH HYDROF42016	WAVE PROS/NOODLES	04/25/2016	460.84
SSCH NASM050616	AFAA-CEU CORNER	05/25/2016	35.00
SSCH NATACA40716	AFAA - TRAINING	04/25/2016	50.00
SSCH POWER40116	MUSIC MIX	04/25/2016	33.84
SSCH REDCRO32816	INSTRUCTORS KIT WITH BACKPACK	04/25/2016	309.77
SSCH REDCRO32916	ADULT FIRST AID READY REFERENCE	04/25/2016	46.61

	SSCH REDCRO41216	CREDIT FIRST AID TRAINING PACKS	04/25/2016	(135.00)
	SSCH REDCRO41316	WATER SAFETY INSTRUCTOR MANUAL	04/25/2016	99.47
	SSCH REDCRO41916	WATER SAFETY MANUALS/WHALES TALES	04/25/2016	240.77
	SSCH SPRI 041416	MINI BANDS	04/25/2016	145.74
	SSCH SPRI042116	XERTUBE W/FOAM HANDLES	04/25/2016	69.08
	SSCH WALMA040116	12 FT CORDS/SURE STRIP	04/25/2016	39.61
	SSCH WALMAR42916	Noodles	05/25/2016	111.98
	TJAR COURTY42916	LODGING/CASPER, WY	05/25/2016	255.00
	TJAR LOAFNJ42816	FUEL	05/25/2016	33.60
US BANK Total				**22,385.50**
WESCO DISTRIBUTION INC	**231774**	Self Test GFCI Recep	06/22/2016	71.88
WESCO DISTRIBUTION INC Total				**71.88**
WESTERN RELIEF LLC	**12113**	Regular Service for Thomas Moran Park	06/14/2016	180.00
	12114	Regular Service for FMC Park	06/14/2016	90.00
	12115	Regular Service for Horse Corrals	06/14/2016	90.00
	12116	Regular Service for Expedition Island	06/14/2016	90.00
	12117	Regular Service for Stratton Myers Park	06/14/2016	270.00
	12118	Regular Service for Veterans Park	06/14/2016	90.00
	12119	Regular Service for Collier Park	06/14/2016	90.00
	12120	Regular Service for Hoover Park	06/14/2016	90.00
	12121	Regular Service for Wyoming Park	06/14/2016	90.00
	12122	Regular Service for Evers Park	06/14/2016	90.00
	12123	Regular Service for Jaycee Park	06/14/2016	90.00
WESTERN RELIEF LLC Total				**1,260.00**
WESTERN WYOMING COMMUNITY COLLEGE	**00214342**	Canvas Board and Easels	06/22/2016	93.63
WESTERN WYOMING COMMUNITY COLLEGE Total				**93.63**
WHISLER CHEVROLET COMPANY INC	**120230CVW**	Sensor	06/20/2016	187.50
WHISLER CHEVROLET COMPANY INC Total				**187.50**
WHITE MOUNTAIN LUMBER & RENTAL	**2304222**	Red Electrical Tape	06/20/2016	4.29
	2304223	Box Handler Glove Small	06/20/2016	50.38
	2304245	Blue Safety Marking Paint	06/21/2016	30.72
WHITE MOUNTAIN LUMBER & RENTAL Total				**85.39**
WYOMING ASSOCIATION OF MUNICIPALITIES	**14995**	WAM / RUST	05/19/2016	225.00
	15016	WAM / PETERSON	06/01/2016	225.00
WYOMING ASSOCIATION OF MUNICIPALITIES Total				**450.00**
WYOMING DEPARTMENT OF TRANSPORTATION	**0000082482**	GRRV/TETON/HITCH POST	05/31/2016	25,577.20
WYOMING DEPARTMENT OF TRANSPORTATION Total				**25,577.20**
WYOMING EMBROIDERY & SPORTING GOODS	**12240**	Sewing patches on dress uniforms	05/17/2016	12.00
	12246	NAME / MCDONALD	05/24/2016	12.00
	12252	NAME / YAGER / STEFFEN	05/26/2016	24.00
WYOMING EMBROIDERY & SPORTING GOODS Total				**48.00**
WYOMING MACHINERY COMPANY	**PO 4594657**	CABLE	06/08/2016	15.25
	PO 4594658	FILTER	06/08/2016	84.60
	PO 4595944	FITTINGS	06/09/2016	64.58
	PO 4597253	CABLE	06/10/2016	153.88
	PO 4601276	Gasket	06/15/2016	43.76
	PO 4603912	FILTER	06/17/2016	73.20
	PO 4603913	FILTER	06/17/2016	6.67
	PO 4605078	BOLT	06/19/2016	13.25
	PO 4606321	ELEMENTS	06/21/2016	75.99
WYOMING MACHINERY COMPANY Total				**531.18**
WYOMING SOCIETY OF CPA'S	**062016**	CPA / MEATS	06/20/2016	325.00
WYOMING SOCIETY OF CPA'S Total				**325.00**
YAGER, KENNETH	**071016**	TRAVEL / ANAHEIM	01/29/2016	490.94
YAGER, KENNETH Total				**490.94**
Grand Total				**299,314.15**

Payroll
Presented for 7-5-2016 City Council

Net Payroll		262,680.42
Deductions		81,333.65
Total Payroll	$	344,014.07

Period 6/17/2016 to 6/30/2016

Director of Finance, Chris Meats — Date

City Administrator, Reed Clevenger — Date

Mayor, Pete Rust — Date

Preauthorization List
Presented for 7-5-2016 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
Total	**$ 1,065,000.00**

Requested by : _____
Director of Finance, Chris Meats