



City of Green River
City Council Meeting
Agenda Documentation

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

Subject: Acceptance of grant award from WYDOT Cooperative Landscape Program

Background/Alternatives:

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

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

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

Attachments:

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

Fiscal Impact:

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

Staff Impact:

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

Legal Review:



Department of Transportation

State of Wyoming

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



Matthew H. Mead
Governor

William T. Panos
Director

March 28, 2016

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

RE: Cooperative Landscape Program Grant
City of Green River

Dear Misty:

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

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

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

Sincerely,

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

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



Matthew H. Mead
Governor

Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340



William T. Panos
Director

March 17, 2016

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

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

Dear Keith:

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

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

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

Yours Truly,

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

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

WYOMING DEPARTMENT OF TRANSPORTATION Landscape Agreement



1. APPLICANT

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

and **The City of Green River**, Applicant

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

I HEREBY REQUEST PERMISSION TO:

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

2. LOCATION

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

3. RESPONSIBILITIES OF APPLICANT

- Shall keep the disturbed area to a minimum and restore all disturbed areas to an acceptable condition.
- Shall keep the alignment, grade, materials, land ties, outside the clear zone and Mile Post/RM locations shown on the attached sketch or plan sheet dated _____ and marked Exhibit "A", "etc.", made a part hereof.
- This Agreement will not be modified without the consent of the DEPARTMENT.
- Shall conform to the standards for traffic control outlined in the Traffic Control for Roadway Work Operations (RWOM). Standards developed by the Applicant may be substituted for the RWOM if they have been approved by the State Traffic Engineer, Operations. The Applicant must cease all operations if the traffic control standards are not met.
- Shall forever indemnify the DEPARTMENT and save it harmless from all liability for

Applicant's Initial Here:

Applicant's Initial Here:

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

- Shall insure the profile grade of the landscaping shall be constructed as indicated on the attached sketch or plan and shall in no case be graded or maintained such that water will drain onto the highway surface. Nor shall any sprinkler system spray or drain onto the highway surface.
- Shall note this permit becomes **VOID** if construction is not completed within _____ days after approval date. Schedule is to be provided by the constructing entity/applicant prior to construction.
- Shall contact the Maintenance Area Crew Leader at _____ , Wyoming shall be notified before any work begins and after the work is completed. Contact phone number is: _____
- Shall insure all disturbed areas are returned to acceptable condition. All surface debris, as a result of construction activities are to be removed from the right-of-way. Pictures are to be taken of the area before construction begins to document existing conditions.
- The Applicant shall be responsible for any damage to the highway surface and/or subgrade and its appurtenances as a result of this installation. Damage repair costs shall be the responsibility of the Applicant at any time such damage occurs.
- Shall have all trenching backfilled and compacted daily, no open trenching is to be left overnight without adequate trenching protection.
- Shall provide information specifying the name, location and contact information including cell phone of an individual who will be representing the Applicant on the job and is capable of instituting immediate changes in traffic control or work operations to bring them into compliance with the Agreement.
- No materials or equipment will be stockpiled or parked within the safety clear zone within R/W.
- No work will be conducted from the roadway surface.
- The upkeep and maintenance of the landscaped area is the responsibility of the applicant. Maintenance of the landscaping will be completed at no cost to the DEPARTMENT to include but not limited to the planting, bedding material, border material and all aspects of the original landscaping project in an attractive and presentable status.
- The landscaped area must meet the requirements of Operating Policy 20-1, Section 1. C.

- The landscaped area must not be used as an approach or parking facility. All evidence of access to the construction zone of the landscaping is to be reclaimed.
- Any shrubbery or trees planted within the R/W will be outside the clear zone as measured from the edge of the traveled way in rural areas, and should be consistent with the surrounding areas in urbanized location. No modification will be allowed which will restrict the sight distance now or in the future. Snow drifting and icing conditions shall be evaluated before acceptance of the application is approved.
- There will be no roadway signing of any type allowed within the DEPARTMENT Right-of-Way.
- This agreement can be cancelled at any time by either party, given 10 working days written notice.

4. PAYMENT

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

5. RESPONSIBILITIES OF WYDOT

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

6. GENERAL PROVISIONS

A. Amendments

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

B. Applicable Law

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

C. Availability of Funds

Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the Agreement may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement

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

E. Prior Approval

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

the Attorney General or his representative.

F. Severability

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

G. Sovereign Immunity

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

H. Third Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall be solely to the benefit of the parties to this Agreement. The provision of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

I. Indemnification

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

Intentionally left Blank

7. SIGNATURES

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

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

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

8. ACCEPTANCE OF FINAL PROJECT

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

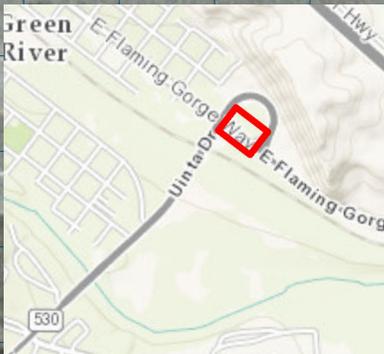
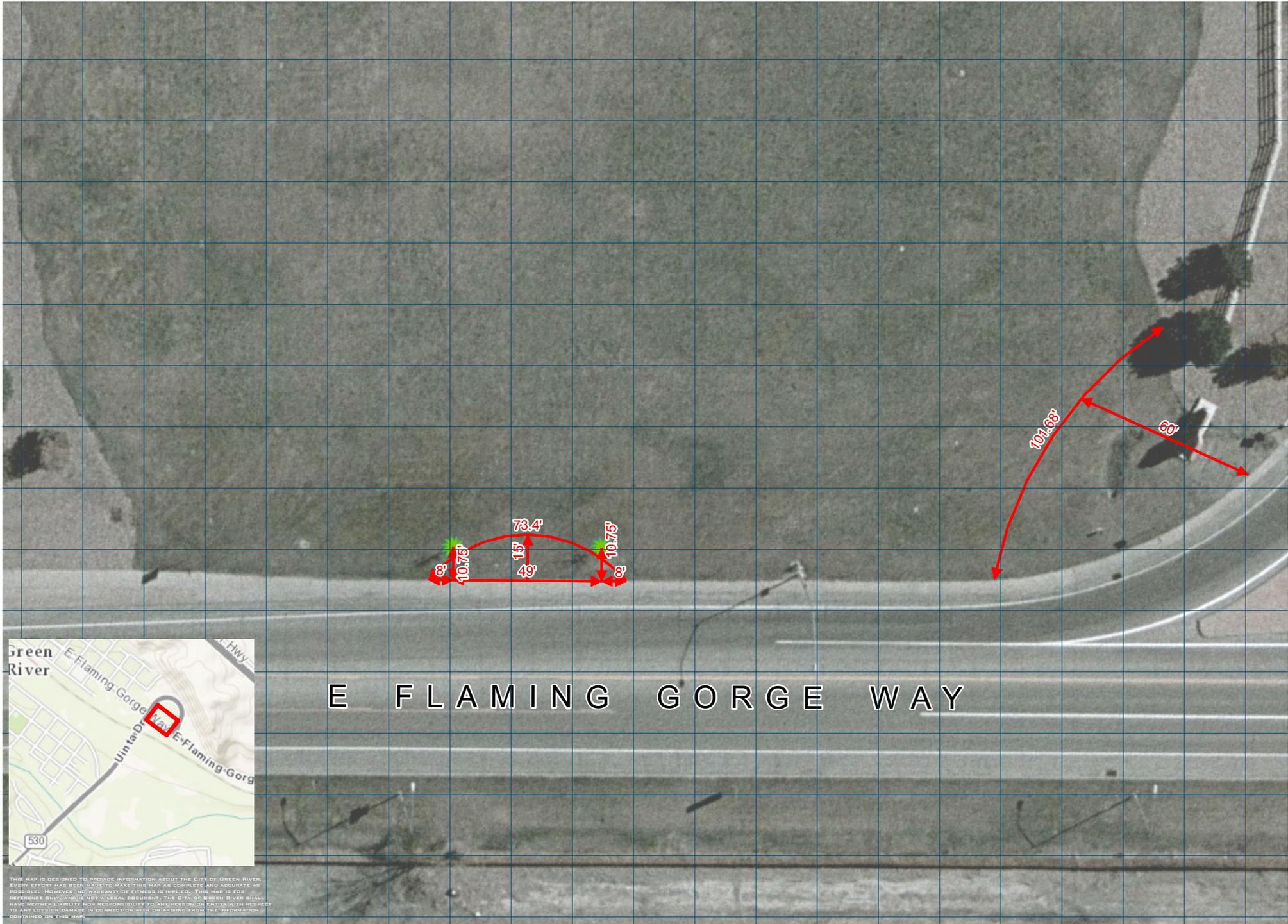
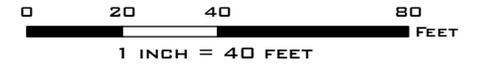
WYOMING DEPARTMENT OF TRANSPORTATION (Final Construction Approval)	
Printed Name:	Signature:
Title: District Maintenance Engineer/District Representative	Date:

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

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

E FLAMING GORGE WAY - UINTA DR

CITY OF GREEN RIVER EAST ENTRANCE



THIS MAP IS DESIGNED TO PROVIDE INFORMATION ABOUT THE CITY OF GREEN RIVER. EVERY EFFORT HAS BEEN MADE TO MAKE THIS MAP AS COMPLETE AND ACCURATE AS POSSIBLE. HOWEVER, NO WARRANTY OF FITNESS IS IMPLIED. THIS MAP IS FOR REFERENCE ONLY, AND IS NOT A LEGAL DOCUMENT. THE CITY OF GREEN RIVER SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE IN CONNECTION WITH OR ARISING FROM THE INFORMATION CONTAINED ON THIS MAP.