

ARBOR DAY PROCLAMATION

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon do hereby designate **Saturday, May 7, 2010**, as the day to celebrate

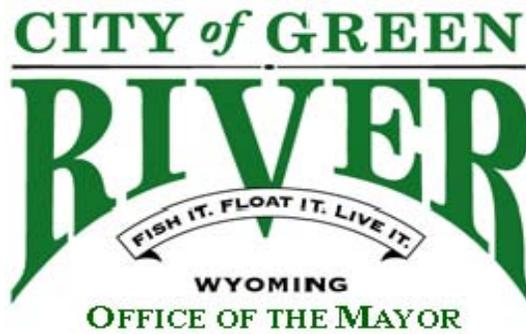
ARBOR DAY

in Green River and encourage all citizens to actively support tree planting and protection as a means to improve our community and the quality of our lives. Further, I invite all citizens to participate in the City of Green River's Arbor Day celebration at Medicine Bow Park on Saturday, May 7th, beginning at 10:00 a.m.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of May, 2011.

A handwritten signature in blue ink, appearing to read "Hank Castillon", is written over a faint circular watermark.

Mayor Hank Castillon



NATIONAL AQUATIC SAFETY MONTH PROCLAMATION

WHEREAS, individual and organized forms of recreation and the creative use of free time are vital to the happy and healthy lives of all Green River citizens; and

WHEREAS, education, athletic endeavors and recreation programs throughout the City of Green River encompass a multitude of activities that can result in personal accomplishment, self-satisfaction and family unity for all citizens, regardless of their background, ability level or age; and

WHEREAS, citizens of Green River should recognize the vital role that safe swimming and aquatic-related activities play in good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the City of Green River is extremely proud of its swimming facilities and aquatic programs of this community and their contribution to providing a safe and healthy place to recreate, a place to learn and grow, to swim, build self-esteem, confidence and sense of self-worth which contributes to the quality of life in our community;

Now, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby declare the month of May 2011 as

NATIONAL AQUATIC SAFETY MONTH

and urge all citizens and visitors in Green River to support and promote this observance.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of May, 2011.

MAYOR HANK CASTILLON



PHYSICAL EDUCATION AND SPORTS WEEK PROCLAMATION

WHEREAS, childhood obesity has reached epidemic proportions in the United States and regular physical activity is necessary to support normal and healthy growth in children; and

WHEREAS, the Physical Activity Guidelines for Americans recommend that children engage in at least 60 minutes of physical activity on most, and preferably, all days of the week; and

WHEREAS, children spend many of their waking hours at school and therefore need to be active during the school day to meet the recommendations of the Physical Activity Guidelines for Americans; and

WHEREAS, teaching children about the importance of physical education and sports ensures that they are physically active during the school day; and

WHEREAS, according to a 2006 survey by the U.S. Dept. of Health & Human Services, only 3.8% of elementary schools, 7.9% of middle schools and 2.1% of high schools provide daily physical education or its equivalent for the entire school year, and 22% of schools do not require students to take any physical education at all; and

WHEREAS, research shows that fit and active children are more likely to thrive academically and that participation in sports and physical activity improves self-esteem and body image in children and adults:

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby declare the week of **May 1-7, 2011**

PHYSICAL EDUCATION AND SPORTS WEEK

in Green River and urge all citizens to renew their commitment to make regular physical activity a part of their lives and to support quality physical education programs in our schools.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of May, 2011.

A handwritten signature in blue ink, appearing to read "Hank Castillon", written over a horizontal line.

MAYOR HANK CASTILLON



NATIONAL POLICE WEEK PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the Green River Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Green River; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their Police Department, and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Green River Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service:

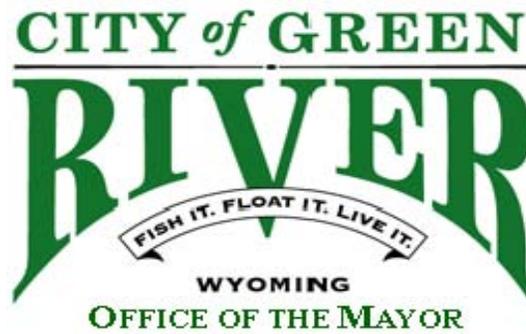
NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, call upon all citizens to observe the week of **May 15 – May 21** as **Police Week** by commemorating and thanking our police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens to observe **May 15** as **Peace Officers Memorial Day** to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of May, 2011.



MAYOR HANK CASTILLON



NATIONAL PRESERVATION MONTH PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "Celebrating America's Treasures" is the 2011 theme for National Preservation Month, cosponsored by the Green River Historic Preservation Commission, the City of Green River and the National Trust for Historic Preservation:

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby proclaim **May**

NATIONAL PRESERVATION MONTH

and call upon the people of Green River to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of May, 2011.

MAYOR HANK CASTILLON



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4-25-11	Department: Community Development
Meeting Date: 5-3-11	Department Head: Laura Hansen
	Presenter: Ladale Brinton

Subject:

A public hearing for a language amendment (ordinance) appointing the Planning and Zoning Commission as the Board of Adjustment – 2nd Reading.

Purpose Statement:

Institute a law (ordinance) within the corporate limits of Green River appointing the Planning and Zoning Commission as the Board of Adjustment

Background/Alternatives:

At the March 8, 2011 Council Workshop, Council requested that the process be followed for a language amendment appointing the Planning and Zoning Commission as the Board of Adjustment. That process required a public hearing before the Planning and Zoning Commission; this meeting was held on March 23, 2011.

At that meeting it was discussed that variance applications are requests to vary or adjust the strict application of the requirements of the zoning ordinance where it can be shown that, by reason of a physical constraint of the lot or building in question, literal enforcement of the ordinance would “result in unnecessary hardship to the extent that the property might be prohibited from being used in a manner similar to other property in the same zone district”.

Hence, variances are not granted because of the existing law. They are granted because of a hardship of the lot or building in question.

It was also discussed that the current Planning and Zoning Commissioners, Board of Adjustment members and Council members are ultimately all representatives of the City. So the City adopts ordinances and then, if needed, hears requests for variances from those ordinances. With that in mind, there is no separation as to who makes the law and who grants variances; the City does both.

It was also discussed that telephone surveys conducted on January 11, 2011 and March 9, 2011 reflected that 5 out of 8 communities surveyed function with one Commission that serves as the Board of Adjustment. Those communities surveyed were Cody, Rawlins, Sheridan, Cheyenne, Riverton, Laramie, Evanston and Casper. The five communities that successfully function with one commission are Cody, Riverton, Laramie, Evanston and Casper.

The situation of the current Board of Adjustment is that three of the current Planning and Zoning Commissioners are serving on the Board of Adjustment. Also, Karen Marty, current Board of Adjustment attorney, is supportive of appointing the Planning and Zoning Commission to serve as the Board of Adjustment and has expressed an interest in continuing to serve as legal representation.

After much review and discussion the Planning and Zoning Commission made a motion as follows:

Commissioner Galley motioned to recommend to the council consideration of revising the city ordinance affecting the Planning and Zoning Commission to appoint the commission to act as the City of Green River Board of Adjustment in addition to the duties currently taking affect including the proposed Section 21-31 titled Duties to the governing body for approval and amending by resolution that the Board of Adjustment meetings will coincide with the Planning and Zoning Commission meetings.

Commissioner Curtis seconded the motion.

All votes were in favor and the motion carried.

Combining the Planning and Zoning Commission and the Board of Adjustment into one Commission requires a language amendment to the Green River Code of Ordinances, Appendix B – Zoning Ordinance.

Language amendments shall be considered at a regular meeting of the planning commission. The commission shall certify its recommendation to the governing body in writing. The amendment must go before the governing body for a public hearing and three readings. Then the governing body must vote on the amendment. Passage of the ordinance requires an affirmative vote of a majority of the governing body.

This passed first reading before City Council on April 19, 2011.

Attachments:

1. Draft Ordinance

Fiscal Impact:

N/A

Staff Impact:

Minimal

Legal Review:

The ordinance was reviewed and approved by the City Attorney.

Recommendation:

Staff recommends that the City Council pass the ordinance on second reading.

Suggested Motion:

I MOVE to approve on second reading an ordinance appointing the Planning and Zoning Commission as the Board of Adjustment.

ORDINANCE NO 11 - _____

AN ORDINANCE CREATING SECTION 21-31 OF GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, TO APPOINT THE PLANNING AND ZONING COMMISSION AS THE BOARD OF ADJUSTMENT.

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

Section1: That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 21-31, which section reads as follows:

Sec. 21-31. Duties

- A. The planning commission shall advise the city council in urban planning; land use studies, urban renewal plans and other types of planning studies and in connection therewith shall perform technical services.
- B. The planning commission shall serve as the City of Green River Zoning Commission. The duties shall be those set forth in Wyoming Statutes Title 15, Chapter 1, Article 6, including:
 - 1. Providing recommendations to the city council on zoning district boundaries;
 - 2. Providing recommendations to the city council on appropriate regulations for zoning districts;
 - 3. Holding public hearings before making its recommendation and submitting its report to the city council.
- C. The planning commission shall serve as the City of Green River Board of Adjustment. The duties shall be those set forth by Wyoming State Statutes Title 15, Chapter 1, and Green River Code of Ordinances, Appendix B, Chapter 12.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2011.

H. Castillon, Mayor

ATTEST:

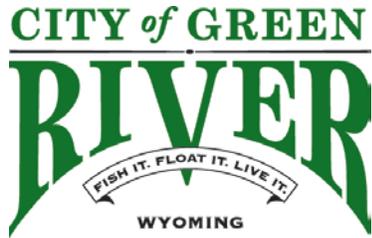
Jeffrey V. Nieters, City Clerk

First Reading: April 19, 2011

Second Reading: May 3, 2011

Third Reading:

DRAFT



City of Green River City Council Meeting Agenda Document

Preparation Date: April 13, 2011	Submitting Department: Police Department
Meeting Date: May 3, 2011	Department Director: Chief John Love
	Presenter: Chief John Love

Subject: Amending Parking Ordinance 24-24

Purpose Statement: The ordinance as it is currently written is difficult to understand and confusing to the public. Amending the ordinance will eliminate the confusing issues.

Background/Alternatives: The current ordinance was adopted in 2004. It has been difficult to enforce and prosecute violations.

Attachments: Ordinance as approved on first reading.

Fiscal Impact None

Staff Impact None

Legal Review

Recommendation To amend Section 24-24 of the Green River Code of Ordinances, City of Green River, Wyoming, and to read as follows;

- a. It shall be unlawful for the owner or operator of any motor vehicle to park or allow the same vehicle to be parked on any street or alley within the city for a period of more than five (5) consecutive days.
- b. It shall be unlawful for the owner or operator of any towed vehicle to park or allow the same vehicle to be parked on any street or alley within the city for a period of more than twenty-four (24) consecutive hours.

Suggested Motion To amend Section 24-24 of the Green River Code of Ordinances, City of Green River, Wyoming, and to read as follows;

- a. It shall be unlawful for the owner or operator of any motor vehicle to park or allow the same vehicle to be parked on any street or alley within the city for a period of more than five (5) consecutive days.

- b. It shall be unlawful for the owner or operator of any towed vehicle to park or allow the same vehicle to be parked on any street or alley within the city for a period of more than twenty-four (24) consecutive hours.

ORDINANCE NO. 11-_____

AN ORDINANCE AMENDING SECTION 24-24 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, AMENDING THE VEHICLES PARKING LAW.

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

Section 1: That Section 24-24 of the Green River Code of Ordinances, City of Green River, Wyoming, be and hereby is amended to read as follows:

Section 24-24. Parking of motor vehicles and towed vehicles on streets and alleys.

- a. It shall be unlawful for the owner or operator of any motor vehicle to park or allow the same vehicle to be parked on any street or alley within the city for a period of more than five (5) consecutive days.
- b. It shall be unlawful for the owner or operator of any towed vehicle to park or allow the same vehicle to be parked on any street or alley within the city for a period of more than twenty-four (24) consecutive hours.

Section 2: That this ordinance shall take effect on _____,

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2011.

Hank Castillon, Mayor

ATTEST:

Jeffrey V. Nieters, City Clerk

First Reading:
Second Reading:
Third Reading:

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF GREEN RIVER)

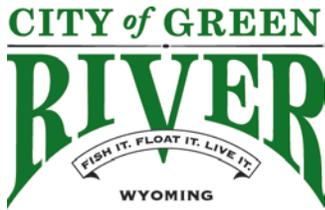
I, Hank Castillon, Mayor of the City of Green River, do hereby proclaim that the above and foregoing Ordinance of the City of Green River was on the date thereof, duly and regularly passed and approved by the Governing Body of said City of Green River, and by the City, as attested by the Clerk of said City, and I do hereby proclaim the same to be in full force and effect from and after the date of its publication.

Hank Castillon, Mayor

THE STATE OF WYOMING)
COUNTY OF SWEETWATER) ss.
CITY OF GREEN RIVER)

I, Jeffrey V. Nieters, Clerk of the City of Green River, do hereby certify that on the _____ day of _____, 2011, the foregoing Ordinance of the City of Green River to be in full force and effect from and after its publication, as set forth in said Ordinance, and that the same was posted by me in the office of the City Clerk and published in the City's designated newspaper as directed by the Governing Body on the _____ day of _____, 2011, at 5 p.m.

City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 19, 2011	Submitting Department: Parks and Recreation
Meeting Date: May 3, 2011	Department Director: Allan Wilson, Interim
	Presenter: Katie Duncombe, CPRP

Subject: Budget Resolution to accept and reallocate funds from the revenue generated from the Dowdle Folk Art “Green River, Wyoming” puzzle sales of \$1905 to go towards the Capital Projects Fund in the Art Development Program Budget (Line Item 15-900-9403) and the revenue account (Line Item 15-000-4600).

(NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement

To receive permission from the Governing Body to accept sales received from Dowdle Folk Art on the “Green River, Wyoming” puzzle sales of \$1905 and place in to the Capital Projects Fund in the Art Development Program Budget (Line Item 15-900-9403) and the revenue account (Line Item 15-000-4600).

Background/Alternatives

The amount of \$1905 in revenue has been received by the puzzle sales for the “Green River, Wyoming” painting.

Attachments

Attachment A - Budget Resolution

Fiscal Impact

This would raise the amount of Arts Council line-item by \$1905 for this fiscal year.

Staff Impact

None

Legal Review

N/A

Recommendation

Staff recommends the revenue generated from the puzzle sales be accepted and reallocated into the Art Development Program (Line Item 15-900-9403) and the revenue account (Line Item 15-000-4600).

Suggested Motion

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming to increase the expenditure authority and to accept the revenue generated from the puzzle sales into the Capital Projects Fund in the Arts Development Program Budget and to accept a donation from Dowdle Folk Art/Americana Art Enterprise in the amount of \$1,905

Resolution No. R11-_____

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE CAPITAL PROJECTS FUND FOR THE SALES OF DOWDLE FOLK ART OF THE "GREEN RIVER, WYOMING" PUZZLES AND TO ACCEPT A DONATION FROM DOWDLE FOLK ART/AMERICANA ART ENTERPRISE IN THE AMOUNT OF \$1,905.

Whereas, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9403 (Arts Development Program) in the amount of \$1,905

And whereas, to increase the revenue budget authority in the Capital Projects Fund: line item 15-000-4600 (Miscellaneous Revenue) in the amount of \$1,905

And whereas, to accept a donation from the Dowdle Folk Art/Americana Art Enterprise in the amount of \$1,905

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2011.

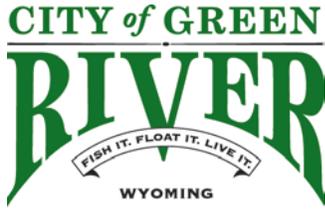
PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF MAY, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 19, 2011	Submitting Department: Parks and Recreation
Meeting Date: May 3, 2011	Department Director: Allan Wilson, Interim
	Presenter: Katie Duncombe, CPRP

Subject: Budget Resolution to accept and reallocate funds from sponsorships generated for the Green River Expedition Freestyle and Powell Plunge Kayak Competition
(NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement

To receive permission from the Governing Body to reallocate sponsorship funds in the amount of \$2,400 into the Leisure Programs Technical Supplies line item, for the Green River Expedition Freestyle and Powell Plunge Kayak Competitions (Line Item 620-6220).

Background/Alternatives

The amount of \$2,400 in sponsorship money has been received from businesses to support the 2011 kayak competitions.

Attachments

Attachment A - Budget Resolution

Fiscal Impact

This would raise the amount of this line-item by \$2,400 for this fiscal year.

Staff Impact

None

Legal Review

N/A

Recommendation

Staff recommends the sponsorships generated for the kayak events be accepted and reallocated into the Leisure Programs Technical Supplies (Line Item 620-6220).

Suggested Motion

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase the General Fund for the Green River Expedition Freestyle and Powell Plunge Kayak Competitions and to accept donations in the amount of \$2,400.

Resolution No. R11-_____

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE GENERAL FUND FOR THE GREEN RIVER EXPEDITION FREESTYLE AND POWELL PLUNGE KAYAK COMPETITIONS AND TO ACCEPT DONATIONS IN THE AMOUNT OF \$2,400.

Whereas, to increase the expenditure budget authority in the General Fund: line item 10-620-6220 (Technical Supplies) in the amount of \$2,400

And whereas, to increase the revenue budget authority in the Capital Projects Fund: line item 10-000-4600 (Miscellaneous Revenue) in the amount of \$2,400

And whereas, to accept a donation from: Wells Fargo (\$250), Halliburton (\$250), Greene's Energy Services (\$100), Industrial Services, Inc (\$250), Rocky Mountain Powersports (\$100), Rock Springs Chiropractic Health Center (\$100), Sweetwater County Recreation Board (\$500), Clientek, Inc. (\$500), Rocky Mountain Casing Crews (\$250), and Commerce Bank (\$100) for a total amount of \$2,400

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2011.

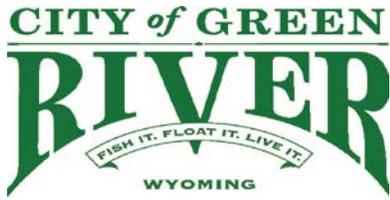
PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF MAY, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4-8-11	Department: Community Development
Meeting Date: 5-3-11	Department Head: Laura Hansen
	Presenter: Ladale Brinton

Subject:

A resolution for the authorization for the City of Green River to enter into a gas pipeline easement with Questar Gas.

Purpose Statement:

To provide for a gas pipeline easement to reroute the existing 6-inch natural gas line around the Hoover Drive area of the Green River Rancho Addition.

Background/Alternatives:

Questar Gas has an existing 6-inch natural gas line that runs directly through the subdivision as shown on the attached map. Questar is proposing to install a new 6-inch plastic natural gas line around the subdivision to eliminate substantial disturbance to the area when the line is replaced.

The request went before the Development Review Committee on February 10, 2011 where the following comments/questions were raised:

Public Works Department Comments

Is the area behind the houses City property?

It appears that the property is owned by the City.

What will be the route for the new feed/what will be abandoned?

The route will be for a new 6-inch natural gas line that will follow around the Green River Rancho Subdivision as shown in exhibit "A". The existing gas line that runs through the subdivision will be retired as shown in exhibit "A".

At the east side connection is there a City road there?

It does not appear that there is a road there.

Parks and Recreation Department Comments

Questar must replace any sidewalk that is removed as result of this project and they may remove any Russian Olive trees.

Rocky Mountain Power Comments

As long as Questar maintains a 3 foot clearance from Rocky Mountain Power facilities they do not see any conflicts. If for some reason Rocky Mountain Power needs to hold a pole or relocate facilities it will be at Questar's expense.

As these questions and concerns have been addressed, Council must review the requested easement decide to grant or deny this request.

Attachments:

1. Resolution authorizing the City of Green River to enter into an easement with Questar Gas.
2. Easement.
3. Questar Gas proposed 20 foot row Rancho Addition – EXHIBIT A.
4. Questar letter dated January 31, 2011.
5. City map of area of easement for Questar titled – EASEMENT – Gas Pipeline dated 4-4-11

Fiscal Impact:

Minor

Staff Impact:

Minimal

Legal Review:

This has been reviewed by legal counsel.

Recommendation:

Staff recommends that the City Council accept the resolution and easement to Questar Gas for a gas line easement.

Suggested Motion:

I MOVE to ratify by resolution, the easement and right of way with Questar Gas to install a new 6-inch plastic natural gas line around the subdivision to eliminate substantial disturbance to the area when the line is replaced.

Resolution No. R11-

A RESOLUTION AUTHORIZING THE CITY OF GREEN RIVER, WYOMING, TO ENTER INTO A GAS PIPELINE EASEMENT AND RIGHT OF WAY WITH QUESTAR GAS COMPANY, A UTAH CORPORATION.

Whereas, the City of Green River, Wyoming, hereinafter “City”, has received a request from Questar gas Company, a Utah corporation, hereinafter “Questar”, for a perpetual easement and right of way for ingress and egress for installation, operation, maintenance and repair of a gas pipeline; and

Whereas, after discussion, the Governing Body of the City has determined that said perpetual easement and right of way for ingress and egress for installation, operation, maintenance and repair of a gas pipeline should be granted.

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

1. That a perpetual easement and right of way for ingress and egress for installation, operation, maintenance and repair of a gas pipeline across and upon the property hereinafter described for the free use by Questar, its assigns and administrators, be given by the City.
2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to make, execute and deliver a proper conveyance therefore in favor of Questar covering the following property, to-wit:

A permanent utility easement located in the South half of the Southeast Quarter of Section 22 and the North Half of the Northeast Quarter of Section 27, Township 18 North, Range 107 West, 6th Principal Meridian, City of Green River, Sweetwater County, Wyoming, said utility easement being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 14 of the Green River Rancho Addition to Green River, thence along the subdivision line North ~~24~~²⁴°00' East 273.11 feet; thence South 0°11'40" West 27.68 feet; thence parallel to and 20 feet Southeasterly from the said subdivision line South ~~42~~⁴²°00' West 241.68 feet to the North line of Astle Street (Formerly known as Overland Avenue); thence along the North line North 75°07'00" West 23.48 feet to the point of beginning.

Also beginning at the Southeast corner of Lot 14, Block 13 of the Green River Rancho Addition to Green River subdivision plat; thence along the subdivision line the following five courses; North 46°28'00" East 95.88 feet to a rebar and cap; thence North 01°28'00" East 169.87 feet to a rebar and cap; thence North ~~43~~⁴³°00' West 270.83 feet to a rebar and cap; thence North 88°32'00" West 169.87 feet; thence South ~~46~~⁴⁶°00' West 95.88 feet to the Southwest corner of Lot 7 of said subdivision; thence along the back lot lines of lots 7 – 14; thence North ~~61~~⁶¹°26'20" East 103.51 feet; thence South 88°32'00" East 103.60 feet; thence South 58°30'20" East 103.51 feet; thence South 43°32'00" East

111.06 feet; thence South 283°12" East 103.54 feet; thence South 01°28'00" West 103.55 feet; thence South 31°29'12" West 103.54 feet to the point of beginning.

Also, beginning at a point on the North line of said Green River Rancho Addition, said point is North 88°32'00" West 35.67 feet along said subdivision line from a rebar and cap at the Northeast corner of said subdivision; thence North 69°15'57" West 123.68 feet; thence South 2044'03" West 20.00 feet; thence South 6915'57" East 66.46 feet to a point on the North line of said subdivision; thence along the North line South 882'00" East 60.61 feet to the point of beginning.

Said permanent utility easement contains .48 acres, more or less, and is subject to any easement, rights-of-way, reservation or restrictions of sight and /or of record.

As shown on Exhibit "A" attached hereto by this reference made a part thereof.

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF MAY, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2011. THE CITY OF GREEN RIVER, WYOMING, a municipal corporation, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), receipt of which is hereby acknowledged, hereby GRANTS AND CONVEYS to QUESTAR GAS COMPANY, a Utah corporation, Grantee, for the free use by it, its assigns and administrators, a perpetual easement and right of way for ingress and egress for installation, operation, maintenance and repair of a gas pipeline over, across and upon the following described lands situate in Sweetwater County and State of Wyoming, to-wit:

A permanent utility easement located in the South half of the Southeast Quarter of Section 22 and the North half of the Northeast Quarter of Section 27, Township 18 North, Range 107 West, 6th Principal Meridian, City of Green River, Sweetwater County, Wyoming, said utility easement being more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 14 of the Green River Rancho Addition to Green River, thence along the subdivision line North 46°28'00" East 273.11 feet; thence South 0°11'40" West 27.68 feet; thence parallel to and 20 feet Southeasterly from the said subdivision line South 46°28'00" West 241.68 feet to the North line of Astle Street (Formerly known as Overland Avenue); thence along the North line North 75°07'00" West 23.48 feet to the point of beginning.

Also beginning at the Southeast corner of Lot 14, Block 13 of the Green River Rancho Addition to Green River subdivision plat; thence along the subdivision line the following five courses; North 46°28'00" East 95.88 feet to a rebar and cap; thence North 01°28'00" East 169.87 feet to a rebar and cap; thence North 43°32'00" West 270.83 feet to a rebar and cap; thence North 88°32'00" West 169.87 feet; thence South 46°28'00" West 95.88 feet to the Southwest corner of Lot 7 of said subdivision; thence along the back lot lines of Lots 7 – 14; thence North 61°26' 20" East 103.51 feet; thence South 88°32'00" East 103.60 feet; thence South 58°30'20" East 103.51 feet; thence South 43°32'00" East 111.06 feet; thence South 28°33'12" East 103.54 feet; thence South 01°28'00" West 103.55 feet; thence South 31°29'12" West 103.54 feet to the point of beginning.

Also beginning at a point on the North line of said Green River Rancho Addition, said point is North 88°32'00" West 35.67 feet along said subdivision line from a rebar and cap at the Northeast corner of said subdivision; thence North 69°15'57" West 123.68 feet; thence South 20°44'03" West 20.00 feet; thence South 69°15'57" East 66.46 feet to a point on the North line of said subdivision; thence along the North line South 88°32'00" East 60.61 feet to the point of beginning.

Said permanent utility easement contains .48 acres, more or less, and is subject to any easements, rights-of-way, reservation or restrictions of sight and/or of record.

As shown on Exhibit "A" attached hereto by this reference made a part thereof.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation

By: _____

Hank Castillon, Mayor

ATTEST:

City Clerk

The State of Wyoming)

:ss.

County of Sweetwater)

The foregoing instrument was acknowledged before me this _____ of _____, 2011, by Hank Castillon, Mayor of the CITY OF GREEN RIVER, WYOMING, a municipal corporation.

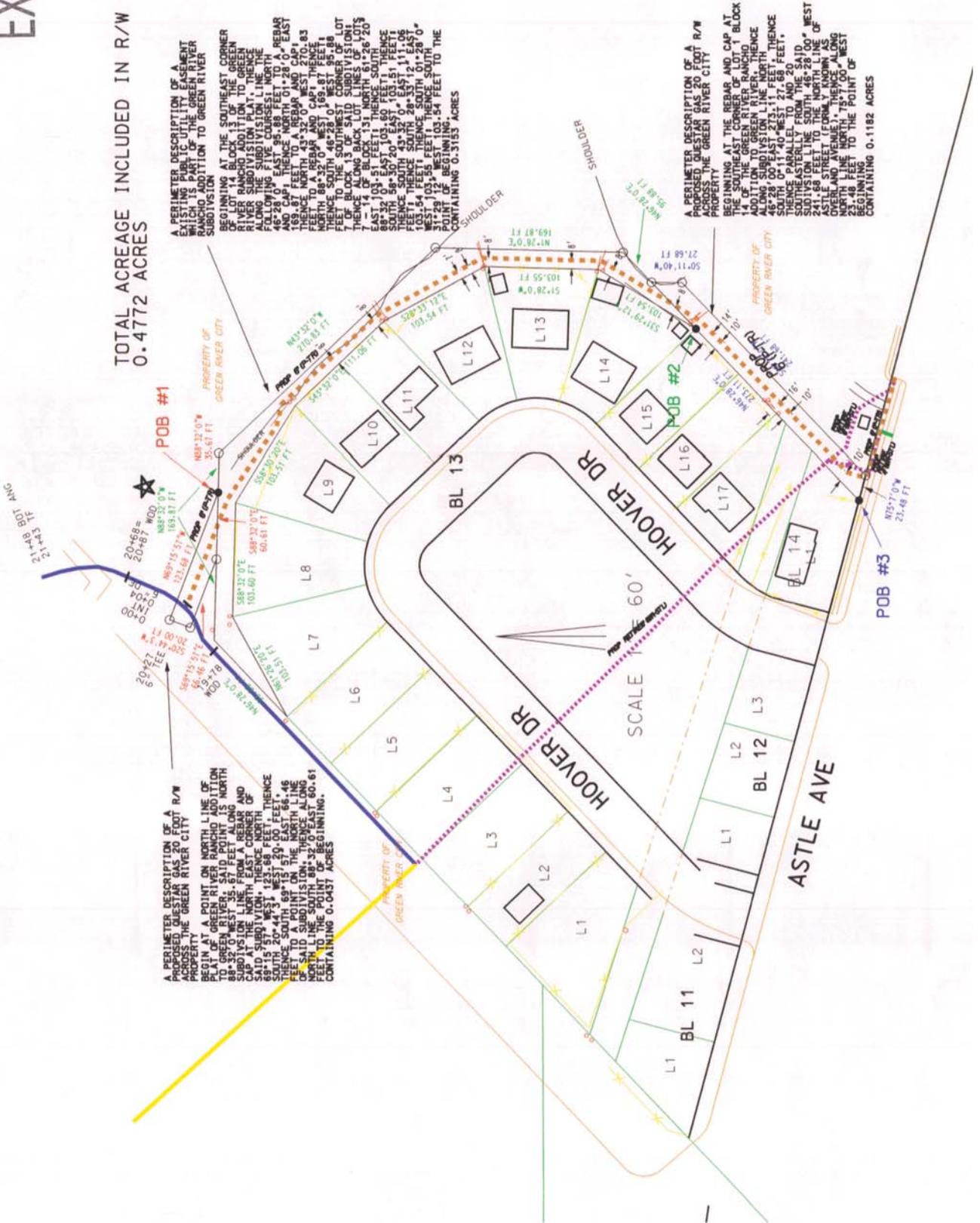
WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

TOTAL ACREAGE INCLUDED IN R/W
0.4772 ACRES



A PERIMETER DESCRIPTION OF A EXISTING PUBLIC UTILITY EASEMENT RANCHO ADDITION TO GREEN RIVER SUBDIVISION TO GREEN RIVER BEGINNING AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 13 OF THE GREEN RIVER SUBDIVISION, ADJOINING TO GREEN RIVER ALONG THE SUBDIVISION LINE, THE FOLLOWING FIVE COURSES: NORTH AND 20.00 FEET, WEST 151.20 FEET, EAST 169.87 FEET TO A REBAR AND CAP, THEN NORTH 43°32'0" WEST 270.83 FEET TO THE SOUTHWEST CORNER OF LOT 7 - 14 OF BLOCK 131 NORTH 51°26'20" EAST 103.51 FEET, THENCE SOUTH 58°30'20" EAST 103.51 FEET, THENCE SOUTH 43°32'0" EAST 111.06 FEET, THENCE SOUTH 28°33'0" EAST 258.00 FEET, THENCE SOUTH 31°29'12" WEST 103.54 FEET TO THE POINT OF BEGINNING, ACRES CONTAINING 0.3153 ACRES

A PERIMETER DESCRIPTION OF A 20 FOOT R/W ACROSS THE GREEN RIVER CITY PROPERTY BEGINNING AT THE REBAR AND CAP AT THE SOUTHEAST CORNER OF LOT 1 BLOCK 13 TO GREEN RIVER AND ADJOINING TO GREEN RIVER ALONG THE SUBDIVISION LINE, THENCE 46°28'00" EAST 213.11 FEET, THENCE PARALLEL TO AND 20 FEET SOUTHEASTERLY FROM THE SAID SUBDIVISION LINE SOUTH 46°28'00" WEST 213.11 FEET, THENCE ALONG ASTLE STREET (FORMERLY KNOWN AS OVERLAND AVENUE), THENCE ALONG NORTH LINE NORTH 15°10'00" WEST BEGINNING TO THE POINT OF BEGINNING CONTAINING 0.1182 ACRES

A PERIMETER DESCRIPTION OF A PROPOSED 20 FOOT R/W ACROSS THE GREEN RIVER CITY PROPERTY BEGINNING AT A POINT ON NORTH LINE OF GREEN RIVER RANCHO ADDITION TO GREEN RIVER, SAID POINT IS NORTH 88°32'0" WEST 135.67 FEET ALONG NORTH LINE OF GREEN RIVER RANCHO AND CAP AT THE NORTH EAST CORNER OF SAID SUBDIVISION, THENCE NORTH 69°15'51" WEST 123.68 FEET, THENCE SOUTH 69°15'51" EAST 123.68 FEET TO A POINT ON THE NORTH LINE OF SAID SUBDIVISION, THENCE ALONG NORTH LINE NORTH 15°10'00" WEST 157.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0437 ACRES



Questar Gas Company
Property & Right-of-Way
P.O. Box 45360
Salt Lake City, UT 84145
Tel 801 324 3619 • Fax 801 324 3803
todd.cassity@questar.com

Todd Cassity
Senior Property Agent

January 31, 2011

Ladale Brinton
City of Green River
50 East 2nd North
Green River, Wyoming 82935

Subject: Hoover Drive Development Review Application

Dear Ms. Brinton,

Enclosed please find an application for the re-route of an existing 6-inch natural gas line around the Hoover Drive area of the Green River Rancho Addition.

Questar Gas has an existing 6-inch natural gas line that runs directly through the subdivision as shown on the enclosed maps. Questar is proposing to install a new 6-inch plastic natural gas line around the subdivision to eliminate substantial disturbance to the area when the line is replaced.

If you have any questions, please contact me at 801-324-3619. Thank you for your assistance with this request.

Sincerely,

Todd C. Cassity
Senior Property Agent

Enclosures

EASEMENT - Gas Pipeline

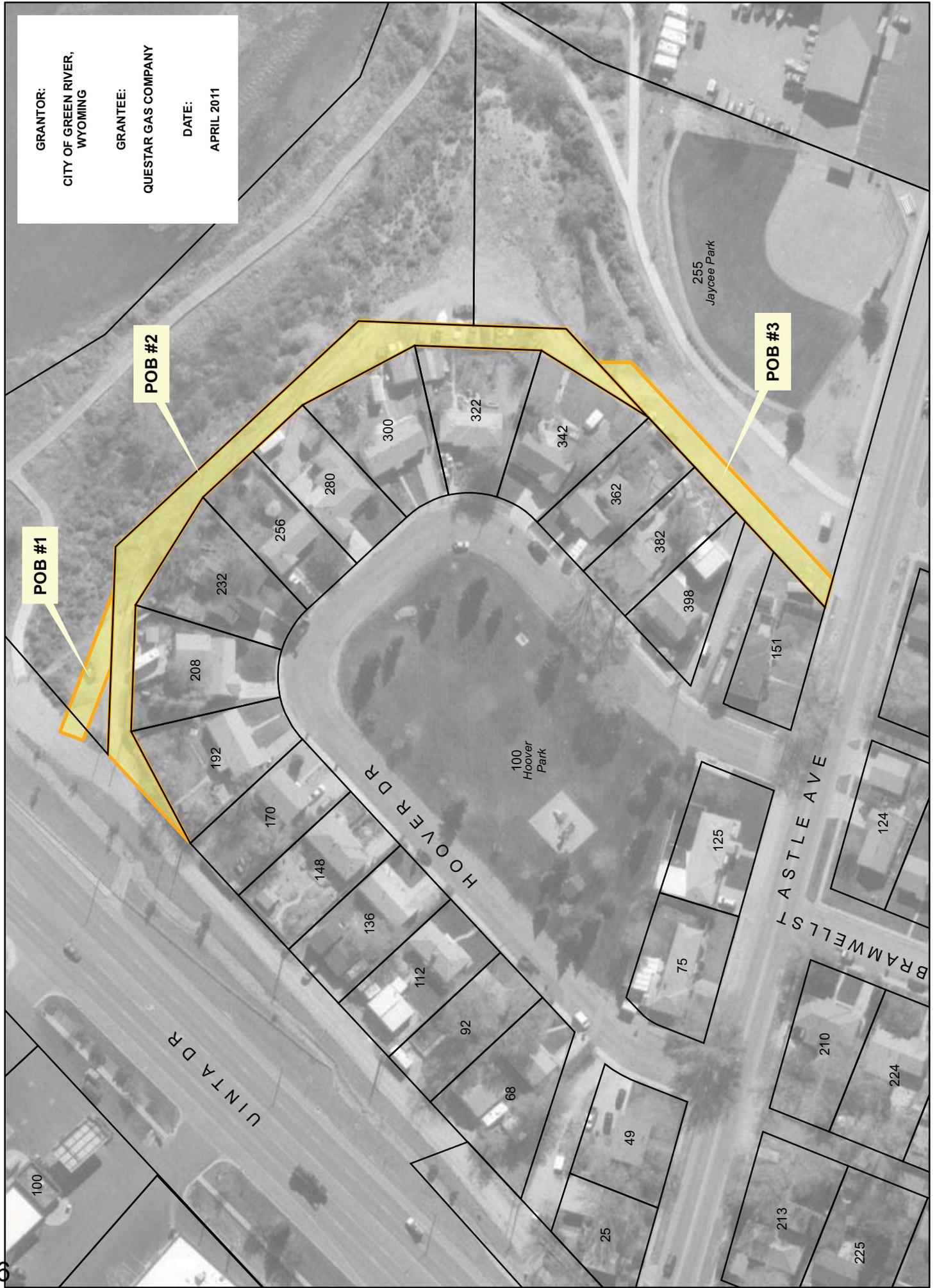
City of Green River - Sweetwater County, Wyoming (S22&27-T18N-R107W)



GRANTOR:
CITY OF GREEN RIVER,
WYOMING

GRANTEE:
QUESTAR GAS COMPANY

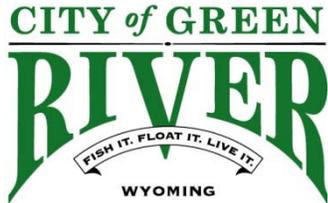
DATE:
APRIL 2011



POB #1

POB #2

POB #3



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: April 27, 2011	Submitting Department: Parks and Recreation
Meeting Date: May 3, 2011	Department Director: Allan Wilson, Interim
	Presenter:

SUBJECT: Authorization to accept a \$300.00 donation from TATA Chemicals Partners for the 2011 Arbor Day Event

PURPOSE STATEMENT:

To gain authorization from the Governing Body to accept a \$300 donation from TATA Chemicals Partners for the 2011 Arbor Day Event.

BACKGROUND/ALTERNATIVES:

TATA Chemicals Partners has provided a \$300 donation to the 2011 Arbor Day Celebration; which is to be held at the Medicine Bow Park on Saturday, May 7, 2011.

ATTACHMENTS:

A copy of the donation remittance

FISCAL IMPACT:

\$300.00 monetary donation

STAFF IMPACT:

Minimal

LEGAL REVIEW:

Not applicable

RECOMMENDATION:

Staff recommends the Governing Body accept the \$300 donation from TATA Chemicals Partners for the 2011 Arbor Day Celebration.

SUGGESTED MOTION:

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase the revenue and expenditure authority, and to accept donation into the General Fund for the Arbor Day Celebration in the amount of \$300

Resolution No. R11-_____

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES AND INCOME IN THE GENERAL FUND FOR THE ARBOR DAY CELEBRATION AND TO ACCEPT A DONATION FROM TATA CHEMICALS PARTNERS IN THE AMOUNT OF \$300.

Whereas, to increase the expenditure budget authority in the General Fund: line item 10-640-6220 (Technical Supplies) in the amount of \$300

And whereas, to increase the revenue budget authority in the General Fund: line item 10-000-4681 (Donations) in the amount of \$300

And whereas, to accept a donation from TATA Chemicals Partners in the amount of \$1,905

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2011.

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF MAY, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4-27-11	Submitting Department: Police
Meeting Date: 5-3-11	Department Director: John Love
	Presenter: Lt. Chris Steffen

Subject

The Police Department is requesting that \$3450.00 be moved from the Drug Seizure account into line item 15-900-9113 for the purpose of doing a structural study on the proposed new Police Department Building.

Fiscal Impact

To move \$3450.00 from the Police Department Drug Seizure account into line item 15-900-9113.

Purpose Statement

There are questions involving the structural integrity of the proposed location for the new Green River Police Department. The Police Department would like to have this study done to determine what structural improvements possibly need to be made and at what cost.

Background/Alternatives

There have been concerns that there are defects to the metal skeleton of the building and possibly to the concrete foundation. Determinations need to be made as to the structural integrity of the metal skeleton.

Attachments

None

Staff Impact

There can be no progress made on this building until we know if there is damage to the existing structure and to what extent.

Legal Review

None

Recommendation

Approve

Suggested Motion

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase the expenditures in the Capital Projects Fund for the Police Department Building in the amount of \$3,450.

Resolution No. R11-_____

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES IN THE CAPITAL PROJECTS FUND FOR THE POLICE DEPARTMENT BUILDING IN THE AMOUNT OF \$3,450.

Whereas, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9113 (Police Department Building Project) in the amount of \$3,450

And whereas, to decrease the Drug Seizure Reserve in the General Fund in the amount of \$3,450

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2011.

PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF MAY, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4-27-11	Submitting Department: Police
Meeting Date: 5-3-11	Department Director: John Love
	Presenter: Lt. Chris Steffen

Subject

The Police Department is requesting that a Radio Maintenance/Service agreement be entered into for the remainder of FY 2011 in the amount of \$3007.00 with the transfer of funds from the Police Department Drug Seizure account into line item 10-245-6260.

Fiscal Impact

To move \$3007.00 from the Police Department Drug Seizure account into line item 10-245-6260.

Purpose Statement

The Police Department has a current need to enter into a radio maintenance agreement for all current PD radios and dispatch consoles due to work that needs to be done for the move over to WyoLink and required FCC narrow banding.

Background/Alternatives

Work will need to be performed on all Police Department mobile, portable and dispatch consoles. The cost of doing this work, mainly involving the change over to the WyoLink system and FCC narrow banding, will cost the Police Department a sizeable amount of money. Entering into a maintenance agreement will be more cost effective and also allow for better maintenance of our current radio systems.

Attachments

None

Staff Impact

Police department staff and officers cannot function without a workable/reliable communication system. This work will need to be done, and it is more cost effective to enter into the maintenance contract rather than paying for individual jobs that need to be done.

Legal Review

Contract will need legal review.

Recommendation

Approve

Suggested Motion

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase the expenditures in the General Fund for Police Department Radio Maintenance in the amount of \$3,007.

Resolution No. R11-_____

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES IN THE GENERAL FUND FOR POLICE DEPARTMENT RADIO MAINTENANCE IN THE AMOUNT OF \$3,007.

Whereas, to increase the expenditure budget authority in the General Fund: line item 10-245-6260 (Operational Maint. & Repair) in the amount of \$3,007

And whereas, to decrease the Drug Seizure Reserve in the General Fund in the amount of \$3,007

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2011.

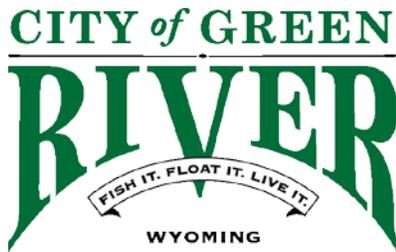
PASSED, APPROVED AND ADOPTED THIS 3rd DAY OF MAY, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4/28/11	Department: Human Resources
Meeting Date: 5/3/11	Department Head: Debbie Klein Robertson
	Presenter: Debbie Klein Robertson

Subject: Renewal of Health Insurance with the Wyoming Educators’ Benefits Trust (WEBT)

Purpose Statement:

Approve continuing participation in WEBT program and authorize the Mayor to sign the Employer Plan Selection Form.

Background/Alternatives:

There is a significant amount of information to research and review due to questions posed at the April 26th Council workshop and staff’s continuing analysis of other health care-related topics. The following is currently under review:

- Premium Options
- Health Savings Account process and implementation
- Wellness
- Alternative provision of optional benefits

Premium Options: Staff continues to review options and cost sharing arrangements and will present information at the May 12 budget workshop.

Health Savings Account (HSA): An HSA is a tax-advantaged medical savings account that is owned by the employee. It is designed to be used in conjunction with a high deductible health insurance plan. Over the last several years, City employees have gradually paid more costs regarding their health care, moved to higher deduction plans, and have been introduced to the HSA concept. In light of implementation constraints (i.e. time to set up accounts, time to educate employees on use, etc.), it is recommended that staff use the next 8 months to put an implementation strategy together as well as educate the City employees (as well as the Mayor and Council) on the HSA concept. A potential goal for FYE 2013 would be to offer a high deductible plan that is HSA eligible.

Wellness: Also within the next 8 months, staff hopes to have received its complementary report on wellness program strategies and to have discussed this throughout the organization.

Alternative Provision of Optional Benefits: On a regular basis, staff receives information on other ways to provide benefits (recently, for example, some promising information on AFLAC dental insurance was received.)

Given the aforementioned, staff recommends selection of the plan options listed on the attached Employer Plan Selection Form.

Attachments:

Employer Plan Selection Form.

Fiscal Impact:

No specific amount. This action authorizes the renewal of the WEBT program with specific expenditures to be authorized via the budget.

Staff Impact:

No additional impact.

Legal Review:

None

Recommendation:

Approve continuing participation in the WEBT health insurance program, and authorize the Mayor to sign the Employer Plan Selection Form.

Suggested Motion:

I move to approve the City's continuing participation in the WEBT health insurance program and to authorize the Mayor to sign the Employer Plan Selection Form.



EMPLOYER PLAN SELECTION

All Required Documents must be completed and returned to Willis no later than **May 16, 2011**. Effective July 1, 2011 City of Green River selects the following benefit options to be offered to our staff.

 NO PLAN CHANGES, DELETIONS OR ADDITIONS

MEDICAL (Maximum of 3 options per group)

- \$500 Deductible, 80/20 to \$7,500
- \$1,000 Deductible, 80/20 to \$7,500, \$35 Office Copay
- \$1,500 Deductible, 80/20 to \$7,500, \$45 Office Copay
- \$2,500 Deductible, 80/20 to \$7,500, \$50 Office Copay
- \$1,500 Deductible, High Deductible Health Plan /(HSA Eligible)
- \$2,500 Deductible, High Deductible Health Plan /(HSA Eligible)

DENTAL

- BCBSWY Dental

VISION

- BCBSWY Vision
- VSP Employer Paid Vision
- VSP Voluntary Vision

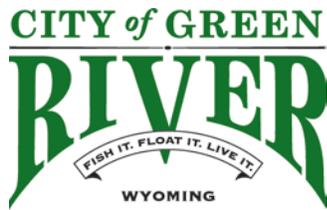
LIFE

- Life and AD&D
- LTD
- Voluntary Life

CAFETERIA PLANS

- Premium Only Plan
- Flexible Spending

Group Name City of Green River Branch WEBT
 Authorized by _____ Date _____



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 04/26/11	Submitting Department: City Clerk
Meeting Date: 05/03/11	Department Director: Jeffrey V. Nieters
	Presenter:

Subject: Issuance of an Open Container Permits to the Wild Horse Saloon

Purpose Statement: Consideration of a request by the Wild Horse Saloon for an Open Container Permit for the Poker Run to raise funds for the disable American Veterans, on June 18, 2011, from noon to midnight. The event will be held in Wild Horse Saloon Parking Lot.

Background/Alternatives: They have been issued permits before.

Attachments: Letter of request

Fiscal Impact: There is no charge for an Open Container Permit

Legal Review: n/a

Recommendation: none

Suggested Motion: I move to approve the issuance of an Open Container Permit to the Wild Horse Saloon, for the Poker Run to raise funds for disabled American Veterans, to be held on the parking lot of the Wild Horse Saloon, on Saturday, June 18, 2011 from Noon to Midnight.

Wild Horse Saloon Inc.

580 E. Flaming Gorge Way, Green River Wy, 82935

Honorable Mayor and City Council:

We are requesting permission for open container permits at the Wild Horse Saloon parking lot for June 18th, 2011 for the purpose of conducting the benefit poker run for the disabled American Veterans, ^{noon - 12 am} and for Flaming Gorge Days weekend June 24th and 25th for the 2 all night openings from 12:00pm to 5:00am each night.

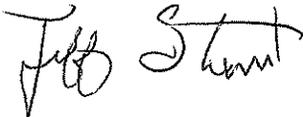
And as part of the Flaming Gorge Days activities, we are requesting permission to have live music play outside in the parking lot June 24th and 25th, 2011.

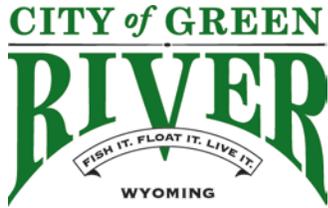
The area outside will be fenced off and access will be limited to an in gate/out gate format to ensure our strict identification policy and there will be very ample security guards on hand for crowd control . Portable restrooms will also be available outside for the convenience of the public.

Thank you very much for your time and consideration on this issue, The Wild Horse Saloon and it's staff have strived to have an enjoyable and safe place of leisure and this will not be compromised by these activities .

Sincerely,

Jeff Stout and the staff at the Wild Horse Saloon.

A handwritten signature in black ink that reads "Jeff Stout". The signature is written in a cursive style with a large, stylized "J" and "S".



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 04/26/11	Submitting Department: City Clerk
Meeting Date: 05/03/11	Department Director: Jeffrey V. Nieters
	Presenter:

Subject: Issuance of an Open Container Permit

Purpose Statement: Consideration of a request by the Wild Horse Saloon for Open Container Permits and permission to have live bands for Friday, June 24, 2011, and Saturday, June 25, 2011, from 12 p.m. to 5 a.m. as part of the Flaming Gorge Days activities, at the Wild Horse Saloon parking lot.

Background/Alternatives: Permits have been issued previously.

The governing body has approved bars to be open for twenty-four hours on June 24th and 25th.

Attachments: Letters of request

Fiscal Impact: There is no charge for an Open Container Permit

Legal Review: n/a

Recommendation: none

Suggested Motion:

I move to approve the issuance of Open Container Permits to the Wild Horse Saloon for Friday, June 24, 2011 from 12 p.m. to 5 a.m., and Saturday, June 25, 2011 from 12 p.m. to 5 a.m. as part of the Flaming Gorge Days activities, at the Wild Horse Saloon parking lot and permission to have live music playing outside.

Wild Horse Saloon Inc.

580 E. Flaming Gorge Way, Green River Wy, 82935

Honorable Mayor and City Council:

We are requesting permission for open container permits at the Wild Horse Saloon parking lot for June 18th, 2011 for the purpose of conducting the benefit poker run for the disabled American Veterans, ^{noon - 12 am} and for Flaming Gorge Days weekend June 24th and 25th for the 2 all night openings from 12:00pm to 5:00am each night.

And as part of the Flaming Gorge Days activities, we are requesting permission to have live music play outside in the parking lot June 24th and 25th, 2011.

The area outside will be fenced off and access will be limited to an in gate/out gate format to ensure our strict identification policy and there will be very ample security guards on hand for crowd control . Portable restrooms will also be available outside for the convenience of the public.

Thank you very much for your time and consideration on this issue, The Wild Horse Saloon and it's staff have strived to have an enjoyable and safe place of leisure and this will not be compromised by these activities .

Sincerely,

Jeff Stout and the staff at the Wild Horse Saloon.

A handwritten signature in black ink that reads "Jeff Stout". The signature is written in a cursive style with a large, stylized "J" and "S".



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 4/26/2011	Submitting Department: City Clerk
Meeting Date: 05/03/2011	Department Director: Jeffrey V. Nieters
	Presenter:

Subject: Request for a Catering Permit

Purpose Statement: Wild Horse Saloon has requested a Catering permits to sell alcohol during the Overland Stage Stampede Rodeo on Friday June 10th and Saturday June 11, 2011 from 6:00 p.m. to Midnight at the Rodeo Arena.

Background/Alternatives

Permits have been issued previously.

Attachments: Request and Application for Catering Permit

Fiscal Impact: 2 Permits @ \$25 each

Staff Impact: none

Legal Review: n/a

Recommendation: none

Suggested Motion

I move to approve the issuance of Catering Permits to Wild Horse Saloon to sell alcohol during the Overland Stage Stampede Rodeo on Friday June 10th and Saturday June 11, 2011 from 6:00 p.m. to Midnight at the Rodeo Arena.

THE *Wild Horse Saloon*
580 E. Flaming Gorge Way
Green River, WY.82935
307-875-1856

April 26, 2011

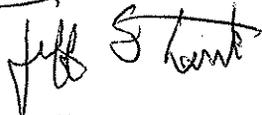
Green River City Council
RE: Catering Permit

Dear Honorable Mayor Castillion and Members of the Council:

We are requesting a catering permit to serve beer and alcohol at the Overland Stage Stampede Rodeo on June 10 and 11, 2011 from 6:00 PM to 12:00 AM- midnight.
As always, we will be aggressively checking identification to prevent any underage drinking.

Thank you for your consideration.

Sincerely,



Jeff Stout
Owner



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: April 25, 2011	Department: Public Works
Meeting Date: May 3, 2011	Department Head: Mike Nelson
	Presenter: Barry Cook

Subject: Amendment to Inberg Miller Engineers (IME) for Construction Engineering Services to Complete the FMC Spur Road Project

Purpose Statement: Approval of Amendment to Inberg Miller Engineers (IME) Agreement for Engineering Services for work related to the FMC Spur Road Project

Background/Alternatives: The City solicited proposals for engineering services for the FMC Road; several firms showed interest. Inberg Miller Engineers was selected to complete the work. The original FMC Road Project was completed by Inberg Miller Engineers for both the Project Design and Construction Engineering.

IME was also selected to complete the FMC Road Spur Project as they completed the original project. The Design Portion of the project was awarded to IME in the amount of \$105, 546 on August 14, 2009. At the 90% Project Review Mr. Lynn Jackman requested the City relocate the road from along the Section line of Section 36 (owned by the City) to go across his property at a location that would fit with his subdivision(s). Council approved the request to relocate the road.

The Project was Bid and the low Bidder was Reiman Corp. of Cheyenne.

The Construction Engineering Contract was awarded to IME on May 13, 2010 in the amount of \$126,569 for a 135 day construction project. The project was to be complete by October 14, 2010. This did not happen and work continues on the project. Work stopped for winter shut down from December 21, 2010 until May 2, 2011.

The Contractor has asked for an additional 100 days of contract time by separate Change Order. The estimated amount to complete the construction engineering is \$69,525. This includes the 45 days to complete the project this spring. Based on work remaining May 2nd, I estimate the project should be complete by June 16, 2011 with the exception of weather days.

- Attachments:**
1. Amendment to the Agreement as signed by Inberg Miller Engineers
 2. Information related to the Agreement

Fiscal Impact: The Amendment to the Agreement will be paid from line item 900-9626.

Staff Impact: Time for meetings and reviewing of documentation

Legal Review: N/A

Recommendation: To approve Amendment Number 2 to the Agreement with Inberg Miller Engineers for Construction Engineering Services in the amount of \$69,525 for the FMC Road Spur Project.

Suggested Motion: “I move to approve Amendment Number 2 to the Agreement with Inberg Miller Engineers for Construction Engineering Services in the amount of \$69,525 for the FMC Road Spur Project.”



INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

April 21, 2011

14207-GE

8 PDF PAGES EMAILED: mnelson@cityofgreenriver.org

THIS CONSTITUTES THE ORIGINAL

Mr. Mike Nelson
City of Green River
Public Works Department
50 East 2nd North
Green River, WY 82935

RE: AMENDMENT NO. 2 TO OUR
JUNE 15, 2009 SERVICE AGREEMENT
FOR FMC PARK ROAD SPUR
GREEN RIVER, WYOMING

Dear Mr. Nelson:

The purpose of this Amendment is to amend Appendix A of our Service Agreement dated June 15, 2009.

APPENDIX A

PROJECT DESCRIPTION

We are currently under contract with the City of Green River to provide construction contract administration, provide support to the City in addressing public relations matters, and providing Resident Project Representative (RPR) services on the FMC Park Road Spur Project. The construction agreement between the City of Green River and the Contractor is written to allow the Contractor 135 calendar days to complete the project, which began with the Notice to Proceed on June 1, 2010. The 135 calendar day contract time obligated the contractor to achieve final completion by October 14, 2010. On December 21, 2010 the Contractor, with approval from the City, requested a seasonal work shutdown. As of December 21, the project is not complete. The Contractor, based on his provided schedule, estimates that the project will be substantially complete within 30 days following a project startup in the spring of this year.

Our original fee estimate of \$126,569.00 for providing construction phase services was based on a 135-day construction schedule and was subject to increase depending on whether the contract time is increased through a Change Order. The project is currently 68 days over the construction contract schedule and it is estimated that the project will be approximately 100 days over schedule with the 30 additional days the Contractor will need to substantially complete the project in the spring. The Contractor has submitted a change order request for a change in contract time of 100 days. Our recommendation for this change order has been provided in a separate document.

124 East Main Street
Riverton, WY 82501
307-856-8136
307-856-3851 (fax)
riverton@inberg-miller.com

1120 East 'C' Street
Casper, WY 82601
307-577-0806
307-472-4402 (fax)
casper@inberg-miller.com

350 Parsley Boulevard
Cheyenne, WY 82007
307-635-6827
307-635-2713 (fax)
cheyenne@inberg-miller.com

428 Alan Road
Powell, WY 82435
307-754-7170
307-754-7088 (fax)
powell@inberg-miller.com

193 West Flaming Gorge Way
Green River, WY 82935
307-875-4394
307-875-4395 (fax)
greenriver@inberg-miller.com

Mr. Mike Nelson
City of Green River
Public Works Department
April 21, 2011
Page 2

14207-GE

This Amendment is for an extension of our construction phase services through the anticipated 100-day construction contract time overage and through the estimated 15-day final completion period.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates according to the attached fee schedule. Also refer to the attached Construction Phase Services Fee Estimate which will be used to track costs during the project. Also included below are costs incurred by IME due to the construction schedule overrun from October 14, 2011 to date. We estimate the cost of the proposed scope of services described above to be as follows:

Construction Phase Services following Spring Start-Up (assuming 45 days)

A. Construction Contract Administration	
Office Based Services	\$3,920.00
Field Observation, Substantial Completion and Final Inspection	\$2,280.00
B. Public Relations Support	
	\$1,220.00
C. RPR	
Contingency (10%)	\$2,702.00
Communication Expense (2.5%)	\$743.00
<u>Costs Incurred from October 14, 2010 to date</u>	<u>\$39,060.00</u>
TOTAL	\$69,525.00

A contingency of 10 percent is recommended to provide budget for overrun of hours due to uncertainty for contract time extensions or other reasons outside of our ability to estimate.

A communication markup of 2.5 percent applies in our pricing structure to cover the cost for cell phones, scanners, faxes, telephone, and other communication equipment and fees.

If services in addition to the proposed scope of services appear necessary, we will perform such services at additional cost. This Amendment is valid if accepted by May 30, 2011.

PERFORMANCE SCHEDULE

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

Mr. Mike Nelson
City of Green River
Public Works Department
April 21, 2011
Page 3

14207-GE

CLOSURE

We appreciate the opportunity to submit this Amendment to our Service Agreement. If you agree with the provisions of this Amendment, please have your authorized representative execute this document. Return a copy to our office and retain the original.

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

Sincerely,

INBERG-MILLER ENGINEERS



Michael W. Brown, P.E.
Civil Engineer

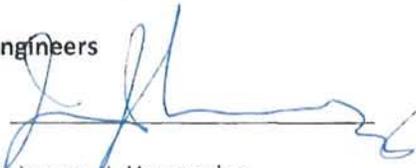
MWB:kdm\T:\14207 FMC Park Road Spur\Contracts\14207 Admendment #2.docx

AMENDMENT NO. 2 ACCEPTED

Inberg-Miller Engineers

City of Green River

Signature:



Signature: _____

Print Name:

Jeremy J. Hernandez

Print Name: _____

Title:

CFO/Executive Vice President

Title: _____

Date:

April 21, 2011

Date: _____

Inberg Miller Engineers Amendment to Agreement for the FMC Spur Road Project

- Inberg Miller Engineers (IME) completed the FMC Road Project for both design and construction engineering
- IME completed the FMC Road Spur Project design
- IME by separate Agreement with Lynn Jackman completed the design of the new location of the road. This was at no cost to the City of Green River.
- Construction Engineering was based on 135 days of construction
- The Original Completion Date was October 14, 2010.
 - When winter shut down occurred on December 21, 2010 that date was 68 days beyond construction time.
 - The Contractor did not stop working during the period after project completion.
- The total to complete the project, assuming 45 days from re-start is \$69,525.
- With this Amendment the Construction Engineering Agreement will be \$196,094.
- Total Contract time increase (if approved) will go from 120 days to 220 days, an 83% increase.
- The Construction Engineering Agreement will go from a fee of \$126,569 to \$196,094, a 55% increase.
- The increased fee is partially related to increased time to complete the project.



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 25, 2011	Department: Public Works
Meeting Date: May 3, 2011	Department Head: Mike Nelson
	Presenter: Barry Cook

Subject: Change Order #2 to the FMC Spur Road Project

Purpose Statement: Approval of Change Order #2 to Reiman Corp for time related to the work associated with breaking up of the rock and additional work on the FMC Road Spur Project.

Background/Alternatives: Information regarding breaking up of the rock was discussed in detail at the December 14, 2010 Workshop with presentations by Mike Brown (Inberg Miller Engineers), Scott Reiman (Reiman Corp) and K.C. Doak (High Desert Construction).

As a result of the discussions at the Workshop Change Order #1 was prepared and approved increasing the Contract amount by \$60,616.47. No time adjustment was made at that time.

The Original Contract Completion date was October 14, 2010. When the Project went into winter shut down December 21, 2010 the work was not complete and was 68 days beyond the project completion date.

Reiman Corp met with Inberg Miller Engineers and the City of Green River to discuss project completion on April 14, 2011. After much discussion it was agreed by those present that a total contract extension of 100 days was reasonable. A Change Order (#2) to adjust Contract time is attached.

Attachments: 1. Change Order #2 with back up as signed by Inberg Miller Engineers and Reiman Corp
2. Information related to Change Order

Fiscal Impact: Minimal for the Contract with Reiman Corp.

Staff Impact: Time for meetings and reviewing of documentation

Legal Review: N/A

Recommendation: To approve Change Order #2, addition of 100 calendar days to the Contract with Reiman Corp. for time related to rock break down and other work on the FMC Road Spur Project.

Suggested Motion: "I move to approve Change Order #2, addition of 100 calendar days to the Contract with Reiman Corp. for time related to rock break down and other work on the FMC Road Spur Project."



INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

April 21, 2011

14207-GE

3 PDF PAGES EMAILED: mnelson@cityofgreenriver.org
THIS CONSTITUTES THE ORIGINAL

Mr. Mike Nelson
City of Green River
50 East 2nd North
Green River, WY 82935

RE: ENGINEER'S RECOMMENDATION FOR THE CHANGE ORDER REQUEST DATED MARCH 17, 2011

Dear Mike:

Pursuant to Section SC-10.01 of the contract documents for the FMC Park Road Spur, we have reviewed the change order request from Reiman Corp. dated April 18, 2011. We have also reviewed subsequent information provided by Reiman Corp. in our meeting with City staff on April 14, 2011. This change order is a request for a change in contract time.

Engineer's Recommendation:

It is our recommendation that the contract time be increased by 100 calendar days through a change order to compensate Reiman Corp. for additional time required for the items listed below.

- The breakdown and placement of the approximate 7,000 cubic yards of unsuitable rock material as described in Change Order Number 1 which was executed between the City and Reiman Corp. on December 15, 2010. Change Order Number 1 did not include an extension of contract time for this work.
- The work required by Reiman Corp. and their subcontractors to install additional storm sewer pipe and water/sewer services.
- The additional work required by Reiman Corp. and their subcontractors to excavate an additional 3,700 cubic yards of rock.
- The additional work required by Reiman Corp. and their subcontractors to haul suitable material for roadway embankment from a borrow site outside of the project limits.

INBERG-MILLER ENGINEERS

Michael W. Brown, P.E.
Civil Engineer

MWB:kdm\14207 City FMC Spur\14207 Change Order Request Rec 5.docx

c: Jeffrey V. Nieters, City of Green River
Scott Reiman, Reiman Corp.

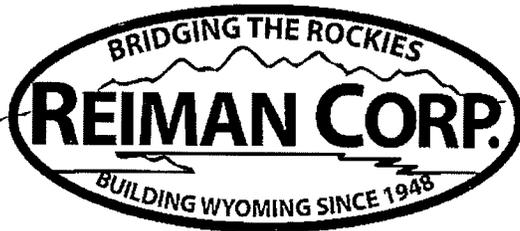
124 East Main Street
Riverton, WY 82501
307-856-8136
307-856-3851 (fax)
riverton@inberg-miller.com

1120 East "C" Street
Casper, WY 82601
307-577-0806
307-472-4402 (fax)
casper@inberg-miller.com

350 Parsley Boulevard
Cheyenne, WY 82007
307-635-6827
307-635-2713 (fax)
cheyenne@inberg-miller.com

428 Alan Road
Powell, WY 82435
307-754-7170
307-754-7088 (fax)
powell@inberg-miller.com

193 West Flaming Gorge Way
Green River, WY 82935
307-875-4394
307-875-4395 (fax)
greenriver@inberg-miller.com



2400 West College Drive
P.O. Box 1007
Cheyenne, Wyoming 82003

(307) 632-8971
Fax (307) 632-8972
E-mail: www.reimancorp.com

April 18, 2011

Inberg Miller Engineers
Attn: Mike Brown
520 Wilkes Drive, Suite 13
Green River, WY 82935

RE: City of Green River – FMC Spur Project
Sweetwater County
Reiman Job #10026

Mr. Brown,

The purpose of this letter is to request a change order for additional time on the above referenced project. On April 21st we had a meeting to discuss the additional work and the associated letters written by Inberg Miller and Reiman Corp. We came to a resolution at the meeting to add 100 additional days to the contract for the additional work described in my April 12th and March 17th letters. The issues described in my letters which required additional time are listed below to clarify our request.

1. Rock Breakdown change order
2. Additional time required to approve Rock Breakdown change order.
3. Rock Excavation and other miscellaneous item overruns
4. Unclassified Excavation underrun which required additional dirt to be borrowed from offsite location.
5. Additional time required to remobilize and build the project in 2 Phases.

Reiman Corp. is pleased that we were able to come to a resolution on this issue and we look forward to the working with the City of Green River and Inberg Miller this season to complete the project.

Sincerely,

Scott Reiman
Reiman Corp.

Copy: File
Jon Doak – High Desert Construction

An Equal Opportunity Employer

Change Order

No. 2

Date of Issuance: April 21, 2011

Effective Date: April 21, 2011

Project: FMC Park Road Spur	Owner: City of Green River	Owner's Contract No.:
Contract: FMC Park Road Spur	Date of Contract: <u>5/24/2010</u>	
Contractor: Reiman Corporation	Engineer's Project No.: <u>14207-GE</u>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional work required to breakdown and place unsuitable rock material and import replacement material to the site as defined in Change Order #1. Work to install additional storm sewer pipe, water and sewer services.

Work required to excavate additional rock.

Attachments (list documents supporting change):

Engineer's Recommendation for the Change Order Request – April 21, 2011

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 1,396,658.55

Original Contract Times: ~~Working days~~ X Calendar days

Substantial completion (days or date): 120

Ready for final payment (days or date): 135

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. 1:

\$ 60,616.47

[Increase] [~~Decrease~~] from previously approved Change Orders No. N/A to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Price prior to this Change Order:

\$ 1,457,275.02

Contract Times prior to this Change Order:

Substantial completion (days or date): 120

Ready for final payment (days or date): 135

[Increase] [~~Decrease~~] of this Change Order:

\$ 0.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 100

Ready for final payment (days or date): 100

Contract Price incorporating this Change Order:

\$ 1,457,275.02

Contract Times with all approved Change Orders:

Substantial completion (days or date): 220

Ready for final payment (days or date): 235

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 4/21/11

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 4/21/11

FMC Spur Road Project Information

- Original Project 135 calendar days
- Notice to Proceed June 1, 2010 – Completion October 14, 2010
- Winter Shut Down December 21, 2010
- Reiman states they will complete Project at same unit prices as they originally Bid
- Contract Price
 - Original/Bid \$1,396,658.55
 - Change Order #1 \$ 60,616.47
 - Current Contract Amount \$1,457,275.02
- Increases
 - Contract Amount – increased by 4.3%
 - Contract Time 120 to 220 days-increased by 83%
- There will still be a final adjusting Change Order to close out the Project



CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: April 19, 2011	Submitting Department: Public Works
Meeting Date: May 3, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

SUBJECT: Request for Removal of Items from the Landfill

PURPOSE STATEMENT: Authorize the removal of items from the landfill as requested by JR Rafferty and Ken King

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

JR Rafferty of Green River has requested the removal of one broken 300 gallon trash container from the Landfill.

Ken King of Green River has requested the removal of a small gas motor from the Landfill.

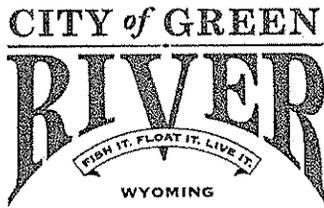
ATTACHMENTS: None

STAFF IMPACT: Minimal

LEGAL REVIEW: N/A

RECOMMENDATION: Staff recommends approval of request.

SUGGESTED MOTION: “I move to authorize the removal of items from the Landfill as requested by JR Rafferty and Ken King.”



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: April 14, 2011	Submitting Department: Parks and Recreation
Meeting Date: May 3, 2011	Department Director: Allan Wilson, Interim Director
	Presenter: Consent Agenda Item

SUBJECT: Horse Corral Lease Agreement approval for Leo Nelo Rayes for corrals # 93 and 94
(NOTE: All sections must be completed for this city council report to be placed on the meeting agenda)

PURPOSE STATEMENT:

To approve the following horse corral lease agreement:

Leo Nelo Rayes, Corrals # 93 and 94

BACKGROUND/ALTERNATIVES:

The Horse Corral Committee has already approved this lease agreement.

ATTACHMENTS:

No attachments *(i.e. requests are kept on file in the Parks and Recreation Department).*

FISCAL IMPACT:

The City of Green River receives \$159.00 per corral / per year

STAFF IMPACT:

Administration of the lease and maintenance includes but is not limited to: thawing frozen water lines/spigots, grading the roads, manure removal, etc.

LEGAL REVIEW:

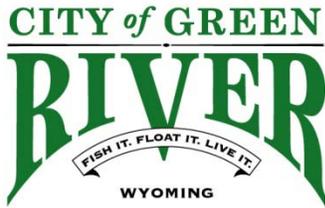
The lease agreement was adopted in April 1997 and is valid until April 14, 2022.

RECOMMENDATION:

Staff recommends the Governing Body approve this lease agreement.

SUGGESTED MOTION:

I move to approve the lease agreement between the City of Green River and Leo Nelo Rayes for horse corrals # 93 and 94



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 21, 2011	Submitting Department: Parks & Recreation
Meeting Date: May 3, 2011	Interim Department Director: Allan Wilson
	Presenter: Kevin Sadler

Subject: Contract with Chris Mulhall for Parks & Recreation Adult Summer Golf Lessons

(Note: all sections must be completed for the report to be placed on the agenda)

Purpose Statement

To have the Governing Body approve the contract between the City of Green River and Chris Mulhall of Rolling Green Country Club for summer Parks and Recreation Adult Golf Lessons.

Background/Alternatives

The Parks and Recreation Department has scheduled one session of adult golf lessons for the upcoming summer. This session is scheduled June 7 and June 9, 2011 from 6 to 8 PM at Rolling Green Country Club.

A minimum of six participants is required for the class session to be conducted. The maximum number of participants is twelve. Each participant is required to pay a \$50.00 registration fee to the Green River Parks and Recreation Department for the one week session.

The City of Green River will pay Chris Mulhall ninety percent of the class enrollment fee for each session, provided the minimum number (6) of participants has registered.

Attachments

Two hard copies of the Adult Summer Golf Lessons contract

Fiscal Impact

A minimum amount paid to Chris Mulhall for lessons per session is \$270 (6 participants) and a maximum amount is \$540.00. The amount for this contract is budgeted in the Leisure Programs Budget.

Staff Impact

Minimal staff time is required for participant registration at the Recreation Center.

Legal Review

The City Attorney has reviewed and approved the attached contract agreement on April 27, 2011.

Recommendation

Staff recommends that the Governing Body approve the attached contract agreement between the City of Green River and Chris Mulhall to instruct adult summer golf lessons.

Suggested Motion

I move to approve the attached contract agreement between the City of Green River and Chris Mulhall to instruct one session of Parks and Recreation 2011 summer golf lessons.



Parks & Recreation Department

DATE: May 3, 2011

SUBJECT: 2011 Adult Summer Golf Lessons – Green River Parks and Recreation

This contract letter shall serve as confirmation between Chris Mulhall, Golf Professional at Rolling Green Country Club, and the City of Green River.

The Parks and Recreation Department has agreed to pay Chris Mulhall to instruct one session of adult golf lessons offered through the Green River Parks and Recreation Department. The session is scheduled June 7 and June 9, 2011 from 6 PM to 8 PM at Rolling Green Country Club. A minimum of six students is required for a class session to be conducted. Maximum number of participants per session is twelve. If a session is cancelled due to an insufficient number of participants, then the instructor’s fee for that session will be waived.

The Parks and Recreation Department has agreed to pay Chris Mulhall ninety percent of the class enrollment fee for the session, provided the minimum number of participants has registered. The class enrollment fee is based upon the individual participant fee of \$50.00. The minimum amount paid for lessons per session is \$270.00 (6 participants) and a maximum of \$540.00 (12 participants).

I, the undersigned, agree to the above terms and figures.

Signed,

Chris Mulhall, Golf Professional

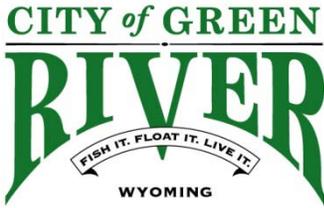
Date:_____

Signed,

Hank Castillon, Mayor

Date:_____

cc: Allan Wilson, Interim Director
Kevin Sadler, Recreation Supervisor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 21, 2011	Submitting Department: Parks & Recreation
Meeting Date: May 3, 2011	Interim Department Director: Allan Wilson
	Presenter: Kevin Sadler

Subject: Contract with Chris Mulhall for Green Level Hook A Kid on Golf Program

(Note: all sections must be completed for the report to be placed on the agenda)

Purpose Statement

To have the Governing Body approve the contract between the City of Green River and Chris Mulhall of Rolling Green Country Club to instruct the Green Level Hook A Kid on Golf Program.

Background/Alternatives

This is the fifth year for the Green Level Hook A Kid on Golf Program. The Green Level program is designed for children ages 8-15, who have been introduced to golf, and can participate in on-course play. This program consists of three sessions of golf instruction aimed at further developing the basics of the golf swing, as well as reviewing rules, golf etiquette, and participating in on-course play. The Green Level Hook A Kid on Golf Program provides an opportunity for children to continue to learn and participate in the game of golf after they have completed the initial Tee Level Program.

The Green Level Hook A Kid on Golf Program provides for a maximum of fifty participants. The City of Green River will pay Chris Mulhall \$30.00 per participant that is registered for the Green Level Hook A Kid on Golf Program.

Attachments

Two hard copies of the Green Level Hook A Kid on Golf contract

Fiscal Impact

A maximum amount paid to Chris Mulhall for instructing the Green Level Hook A Kid on Golf Program is \$1,500.00 (50 participants). The amount for this contract is budgeted in the Leisure Programs Budget. Each participant that registers for the Green Level Program is charged a \$30 fee made payable to Green River Parks and Recreation.

Staff Impact

Staff time is required for participant registration at the Recreation Center. Minimal staff time is needed to assist with the operation of the program.

Legal Review

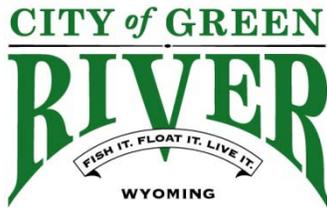
The City Attorney has reviewed and approved the attached contract agreement on April 27, 2011.

Recommendation

Staff recommends that the Governing Body approve the attached contract agreement between the City of Green River and Chris Mulhall to instruct the Green Level Hook A Kid on Golf Program.

Suggested Motion

I move to approve the attached contract agreement between the City of Green River and Chris Mulhall to instruct the 2011 Green Level Hook A Kid on Golf Program.



Parks and Recreation Department

DATE: May 3, 2011

SUBJECT: 2011 Green Level Hook A Kid on Golf Program – Green River Parks and Recreation

This contract letter shall serve as confirmation between Chris Mulhall, Golf Professional at Rolling Green Country Club, and the City of Green River.

The Parks and Recreation Department has agreed to pay Chris Mulhall to instruct the 2011 Green Level Hook A Kid on Golf Program. The program consists of three sessions of instruction on June 9, June 10, and June 13, 2011.

The Parks and Recreation Department has agreed to pay Chris Mulhall \$30.00 per participant that is registered for the 2011 Green Level Hook A Kid on Golf Program. The maximum number of participants is fifty and the maximum amount of the contract is \$1,500.00. If the 2011 Green Level Hook A Kid on Golf Program is cancelled due to an insufficient number of participants, then the instructor’s fee for this program will be waived.

I, the undersigned, agree to the above terms and figures.

Signed,

Chris Mulhall, Golf Professional

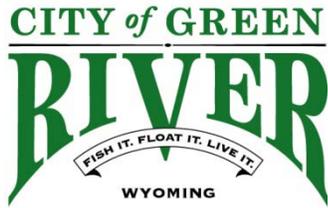
Date: _____

Signed,

Hank Castillon, Mayor

Date: _____

cc: Allan Wilson, Interim Director
Kevin Sadler, Recreation Supervisor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 21, 2011	Submitting Department: Parks & Recreation
Meeting Date: May 3, 2011	Interim Department Director: Allan Wilson
	Presenter: Kevin Sadler

Subject: Contract with Chris Mulhall for Tee Level Hook A Kid on Golf Program

(Note: all sections must be completed for the report to be placed on the agenda)

Purpose Statement

To have the Governing Body approve the contract between the City of Green River and Chris Mulhall of Rolling Green Country Club to instruct the Tee Level Hook A Kid on Golf Program.

Background/Alternatives

This is the sixth year for the Tee Level Hook A Kid on Golf Program. The Tee Level program is designed for children ages 7-13, with little or no previous golf experience. This program consists of three sessions of golf instruction aimed at developing the basics of the golf swing, as well as introducing participants to the rules, etiquette, and history of the game. An important goal of the Hook A Kid on Golf Program is to eliminate barriers that prohibit children from experiencing the game of golf including cost of equipment and instruction. The previous years of the Tee Level Program have been a great success, achieving the maximum number of participants for all years.

The Tee Level Hook A Kid on Golf Program requires a minimum of eight participants and a maximum of twenty-four. The City of Green River will pay Chris Mulhall \$30.00 per participant that is registered for the Tee Level Hook A Kid on Golf Program.

Attachments

Two hard copies of the Tee Lee Level Hook A Kid on Golf contract

Fiscal Impact

A minimum amount paid to Chris Mulhall for instructing the Tee Level Hook A Kid on Golf Program is \$240.00 (8 participants) and a maximum of \$720.00 (24 participants). The amount for this contract is budgeted in the Leisure Programs Budget. Funding for this program is assisted by business sponsorships and a possible United States Golf Association grant.

Staff Impact

Staff time is required for participant registration at the Recreation Center. Additional staff time is needed to obtain sponsorships and to assist with the operation of the program.

Legal Review

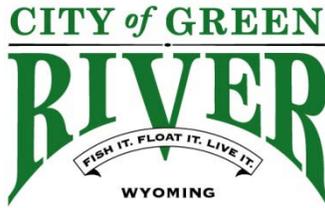
The City Attorney has reviewed and approved the attached contract agreement on April 27, 2011.

Recommendation

Staff recommends that the Governing Body approve the attached contract agreement between the City of Green River and Chris Mulhall to instruct the Tee Level Hook A Kid on Golf Program.

Suggested Motion

I move to approve the attached contract agreement between the City of Green River and Chris Mulhall to instruct the 2011 Tee Level Hook A Kid on Golf Program.



Parks & Recreation Department

DATE: May 3, 2011

SUBJECT: 2011 Tee Level Hook A Kid on Golf Program – Green River Parks and Recreation

This contract letter shall serve as confirmation between Chris Mulhall, Golf Professional at Rolling Green Country Club, and the City of Green River.

The Parks and Recreation Department has agreed to pay Chris Mulhall to instruct the 2011 Tee Level Hook A Kid on Golf Program. The program consists of three sessions of instruction on June 9, June 10, and June 13, 2011.

The Parks and Recreation has agreed to pay Chris Mulhall \$30.00 per participant that is registered for the 2011 Tee Level Hook A Kid on Golf Program. The minimum amount for eight participants is \$240.00 and the maximum amount paid for twenty-four participants is \$720.00. If the 2011 Tee Level Hook A Kid on Golf Program is cancelled due to an insufficient number of participants, then the instructor’s fee for this program will be waived

I, the undersigned, agree to the above terms and figures.

Signed,

Chris Mulhall, Golf Professional

Date: _____

Signed,

Hank Castillon, Mayor

Date: _____

cc: Allan Wilson, Interim Director
Kevin Sadler, Recreation Supervisor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 21, 2011	Submitting Department: Parks & Recreation
Meeting Date: May 3, 2011	Interim Department Director: Allan Wilson
	Presenter: Kevin Sadler

Subject: 2011 Hershey Track and Field Contract

(Note: all sections must be completed for the report to be placed on the agenda)

Purpose Statement

To approve the contract between the City of Green River and the Green River High School Track Program (Head Coach, Steve Boyd).

Background/Alternatives

The Green River Parks and Recreation Department intends to collaborate with the Green River High School Track Program to provide instruction and staff for our Hershey Track and Field Program. The Hershey Track and Field Program provides children ages 9-14 a quality recreation opportunity where they have fun and are introduced to physical fitness through basic track and field events such as running, jumping, and throwing. The program includes a practice scheduled Wednesday, May 25 to provide instruction on the various running and field events. The Green River Hershey Track and Field Event is scheduled Thursday, May 26 in which participants can compete in up to three track and field events. Winners from this event are eligible to attend the State Meet and possibly be among five children to advance to the National Hershey Track and Field Meet in Hershey, Pennsylvania. This contract provides an excellent opportunity for participants to gain quality instruction from the Green River High School Track Program and to stimulate future interest in the sport of track and field.

Attachments

Two copies of the contract letter between City of Green River and Steve Boyd, Green River High School Track Coach

Fiscal Impact

\$350 from budgeted funds

Staff Impact

This contract will significantly reduce the number of paid staff needed to conduct this event.

Legal Review

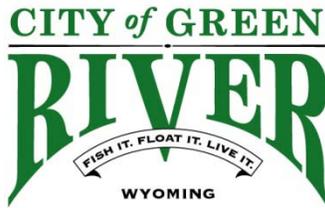
The City Attorney has reviewed and approved the attached contract agreement on April 27, 2011.

Recommendation

Staff recommends that the Governing Body approve the contract with the Green River High School Track Program and Coach Steve Boyd, to provide instruction and staffing for the Green River Parks and Recreation's 2011 Hershey Track and Field Program.

Suggested Motion

I move to approve the contract between the City of Green River and Green River High School Track Coach Steve Boyd, in behalf of Sweetwater School District #2, in the amount of \$350 to provide instruction and staffing for the 2011 Hershey Track and Field Program.



Parks & Recreation Department

DATE: May 3, 2011

SUBJECT: 2011 Hershey Track and Field Program – Green River Parks and Recreation

This contract letter shall serve as confirmation between Steve Boyd, Head Track and Field Coach at Green River High School signing on behalf of Sweetwater County School District #2, and the City of Green River.

The Parks and Recreation Department has agreed to pay the Green River High School Track and Field Program \$350.00 to provide staffing and instruction for the 2011 GRPR Hershey Track and Field Program.

The Hershey Track and Field Program is scheduled Wednesday, May 25, 6:00 PM-7:00 PM and Thursday, May 26, 6:00 PM-8:00 PM. There is no minimum number of participants to implement this event.

I, the undersigned, agree to the above terms and figures.

Signed,

Steve Boyd

Date: _____

Signed,

Hank Castillon, Mayor

Date: _____

cc: Allan Wilson, Interim Director
Kevin Sadler, Recreation Supervisor



**CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation**

Preparation Date: April 25, 2011	Submitting Department: Finance
Meeting Date: May 3, 2011	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

SUBJECT: Approval of Final Payment, Release Retainage for the Visitor Center Construction

PURPOSE STATEMENT The Visitor Center Project has been completed. The Contractor, Century Contractors will meet all the requirements for closing out the Project. The last item is approval of the final payment and to release the retainage held by the City of Green River.

BACKGROUND/ALTERNATIVES Century Contractors was the Contractor for the Visitor Center. Final payment has been advertised and the date for final payment was April 19, 2011. The Engineer, Contractor and City are working on Project Close Out. The Project came in under budget.

ATTACHMENTS None

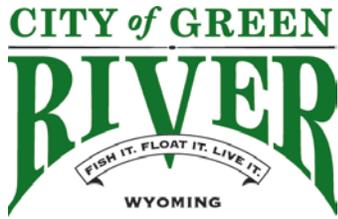
FISCAL IMPACT Funds are available for Final Payment in line item 900-9725

STAFF IMPACT Minimal

LEGAL REVIEW Will be requested as part of Project close out

RECOMMENDATION Staff recommends approval of Final Payment, Release Retainage to Century Contractors pending Project Close Out and legal review.

SUGGESTED MOTION “I move to approve the Final Payment, Release Retainage for the Visitor Center Construction to Century Contractors pending Project Close Out and legal review.”



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4-28-11	Submitting Department: Police
Meeting Date: 5-3-11	Department Director: John Love
	Presenter: Lt. Chris Steffen

Subject: The Police Department is requesting that the annual Inter-agency agreement between the Green River Police Department and the Wyoming Division of Criminal Investigation is approved.

Fiscal Impact

To continue with the joint agreement that allows funding from the Federal Byrne Memorial grant to appoint a Green River Police Department officer to the DCI Task Force.

Purpose Statement

For many years the Green River Police Department has appointed officers to work in conjunction with DCI on the Southwest Enforcement Team Drug task force. As such, Federal funding is used to pay the GPRD task force officers wages and overtime.

Background/Alternatives

For many years we have had a GRPD officer assigned to the DCI task force to work narcotics related investigations in our local communities. We could choose not to assign an officer to the task force.

Attachments

See Inter-agency agreement.

Staff Impact

None.

Legal Review

Legal Review Pending

Recommendation

Approve

Suggested Motion

I move to approve the agreement between the City of Green River and the Department of Criminal Investigation and authorize the Mayor to sign said document pending legal review.

**INTERAGENCY AGREEMENT BETWEEN
WYOMING DIVISION OF CRIMINAL INVESTIGATION**

AND

Sub-Recipient Agency: CITY OF GREEN RIVER – GREEN RIVER POLICE DEPT.
Sub-Recipient DUNS No. 80-256-6873
Award Number: 2009-SU-B9-0056
CFDA Number: 16.803, Titled “Recovery Act: Edward Byrne Memorial
Justice Assistance Grant (JAG) Program/Grants to States and Territories.” (ARRA)
Performance Period: April 1, 2009 to February 28, 2013
Award Amount: \$407,276.00
WOLFS Unit Number: 0352

1. **Parties.** The parties to this Agreement are the Wyoming Division of Criminal Investigation (DCI), whose address is: 208 South College Drive, Cheyenne, WY, 82002 and the City of Green River, Green River Police Department, [GRPD], whose address is 50 East 2nd North, Green River, WY 82935.

2. **Purpose of Agreement.** The purpose of this Agreement is to set forth the terms and conditions by which the parties shall cooperate as members of the Drug Enforcement Teams to identify drug offenders, make undercover purchases and to develop conspiracy cases against major drug traffickers.

3. **Term of Agreement and Required Approvals.**

A. Funding for this Task Force Officer (TFO) is possible through Edward Byrne Memorial JAG Recovery Act (ARRA) funding. As a result, Federal funds must be used to **supplement** existing State or local funds for program activities and may not replace State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law. In those instances where a question of supplanting arises, the applicant or grantee may be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. This Agreement is effective when all parties have executed it and all required approvals have been granted [Effective Date]. The Performance Period for this Agreement is from April 1, 2009 through February 28, 2013. All services shall be completed during this term. Renewal or extension of this MOU will be discussed between DCI and GRPD. There is no right or expectation of renewal and any renewal will be determined at the discretion of the DCI.

C. By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information’s Procurement Office, Wyoming Statute §9-1-403(b)(v), and all contracts for services

costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyoming Statute §9-2-1016(b)(iv)(D).

D. As indicated in the "Accountability and Transparency under the Recovery Act" section of the program solicitation, awardees (DCI) of the Recovery Act funds must comply with the extensive reporting requirements, including Section 1511; does not intend to use any portion of ARRA funding for infrastructure, Section 1512 (c); file detailed quarterly reports and Section 1607; Appropriate certification, acceptance and distribution of funds. It is recognized that DCI is the recipient of this award and that the GRPD is the sub-recipient. Consequently, DCI and GRPD will comply with OMB Circular A-87, 2 CFR 225 (Cost Principles for State, Local and Indian Tribal Governments) and the OMB Circular A-133 (Audits of State, Local Governments and Non-Profit Organizations) requirements.

E. As the recipient of ARRA funds, DCI will ensure all funds are transparent and accountable to the public, and the public benefits of these funds are reported clearly, accurately, and in a timely manner, as well these funds are used for authorized purposes and instances of fraud, waste, error, and abuse are mitigated. Additionally, the GRPD, as the sub-recipient, will ensure accountability and transparency to the public as receiving ARRA funding from DCI, for this TFO position. Additionally, Special Provisions for Grants and Contracts Funded with Federal Stimulus Money is included as ""Attachment A"".

4. Payment. DCI agrees to pay the GRPD for the services described in Section 5 below.

Task Force Officer Compensation will be reimbursed as follows:

NOTE: Definition of reimbursable amounts	<u>TOTALS</u>
Annual reimbursement for all regular payroll, FICA, Medicare, Medical Insurance, Dental Insurance, Life and Disability Insurance, Workers Compensation, and Retirement paid by DCI:	\$336,044.00
Overtime reimbursement for DCI overtime, plus applicable FICA, Medicare, Workers Compensation and Retirement	\$71,232.00

Payroll, payroll taxes and any overtime must be submitted monthly, via the Standard Excel Billing Template Spreadsheet that is provided by DCI. The billings should include a copy from the local agency's payroll system (pay summary verification documents) supporting

the amount being billed to DCI for the participating Task Force Officer. All such billings should be mailed to:

Wyoming Division of Criminal Investigations
Attn: Janelle Gellein, DCI Accountant
208 South College Drive
Cheyenne, WY 82002
(307-777-5383)
E-Mail: jgelle@dci.wyo.gov

Any charges not submitted to DCI for reimbursement within the above stated guidelines, will become the responsibility of the local agency.

5. Purpose of the Drug Enforcement Teams: The goal of the Drug Enforcement Teams is to enhance, through jointly controlled operations, the ability of federal, state, and local criminal justice agencies to remove specifically targeted street dealers and major drug traffickers through investigations, arrest, prosecution and conviction. The teams will coordinate multi-jurisdictional activities, resources and functions of Law Enforcement and prosecution agencies, in the successful investigation and prosecution of complex multi-jurisdictional crimes and their perpetrators.

The objectives are as follows:

- A.** Investigation, prosecution and conviction of multi-jurisdictional drug traffickers, conspirators and violent offenders.
- B.** Investigation, prosecution and conviction of street level, mid-level, and major drug traffickers, conspirators and violent offenders.
- C.** Reduction of fractional, duplicate investigations and prosecutions by avoiding conflicting investigations.

6. Agreement Between the Parties:

A. DCI will assign a Team Leader to each Drug Enforcement Team. The Team Leader will report to his/her supervisor at DCI. The Team Leader, or his designee, i.e. of a satellite office, is the first line supervisor of the team. The Team Leader is responsible for the day to day operations, case investigations, work assignments, case reports, and performance ratings of team members, time sheets, overtime approval, financial expenditures and other duties as assigned.

B. The Team Leader and/or the Team Leaders supervisor will meet with the Sheriffs and Chiefs of that Enforcement Team Region, on a monthly basis. The Team Leader is responsible to host an "Administrative Briefing" one time per calendar year. The Team Leader will invite all Law Enforcement agency heads, within the respective Drug Enforcement Teams area of responsibility. This briefing will allow Agents and Task Force

Officer of the Drug Enforcement Teams to present investigations and other relevant information to local agency heads.

C. Once the local Law Enforcement Agency has assigned an Officer/Deputy to the Task Force, that agency agrees to at least a two (2) year tour of duty commitment, unless mutually agreed upon differently by DCI and the local Agency in writing.

D. In addition to providing the same as above for Special Agents who are full time employees of the State, DCI will also provide office space, office equipment, audio recording equipment, wireless transmitters, radios, tactical body armor, raid cap, surveillance camera kits, binoculars, personal computer equipment, cellular telephone and investigative buy funds for the Task Force Officer. All equipment that is provided by DCI will be returned to DCI upon the Task Force Officers return to his/her home agency. When a vehicle is provided by DCI to a participating local Task Force Officer, that vehicle although registered and insured by the local agency, shall be returned to the Enforcement Team upon the local Task Force Officers departure from the Enforcement Team. The process for purchasing a vehicle is outlined below. This directive complies with all Federal and State of Wyoming purchasing policies and procedures:

- All proposed replacement purchases of vehicles must be approved by the DCI Deputy Director or his designee prior to commencing the bid process
- The cost of the replacement vehicle shall not exceed \$30,000
- After approval has been given for the replacement of the vehicle, (3) three bids/cost comparisons must be presented to the Deputy Director or his designee
- The final approval for the purchase of the vehicle will be made by the DCI Deputy Director or his designee
- All (3) bids will be given to the DCI Fiscal office after approval from the DCI Deputy Director or his designee, and the Fiscal Office will process the payment to the selected vendor for the purchase/replacement of the TFO vehicle
- All new purchases will be titled to the State of Wyoming
- The State of Wyoming will transfer the title to the Local after the payments have been made to the vendor
- Under no circumstances should the title for the new vehicle be directly transferred to the local, the State of Wyoming is the purchaser, and the chain of title needs to be clearly denoted through the title process for audit purposes and standards
- Once DCI has transferred the title to the Local, the Local is responsible for obtaining full insurance coverage for the vehicle

E. DCI will provide the required vehicle maintenance expenses, such as oil changes, new tires, etc., as well as fuel costs, including costs associated with installation of emergency and communication equipment. All Task Force Officers are responsible for printing their name, as well as the assigned vehicle number on all invoices and forward this information to DCI Headquarters in Cheyenne, attention Fiscal Office.

Vehicles that are involved in an accident and in need of repair, and/or in need of a new windshield, are the responsibility of the local agency.

F. All Task Force Officers will be subject to the Policies and Procedures of the DCI. All Task Force Officers must read and familiarize themselves with the DCI Policy and Procedure Manual. All Task Force Officers must document, along with their Team Leader that they understand and will adhere to DCI Policies and Procedures. All Task Force Officers will perform DCI firearms training and qualifications each quarter.

G. Prior to a Local Law Enforcement Officer being assigned to an Enforcement Team, there will be a fair oral interview process that must be agreed upon by DCI (Team Leader, DCI Supervisors) and the local agency as to what Officer/Deputy will be selected. The selection process will also include that the Task Force Officer voluntarily participate in the DCI's physical fitness testing, Fit Force. It should be noted that all DCI Special Agents must meet the minimum validated standard that has been established. This shall be a cooperative effort between DCI and the local agency during the selection of a Task Force Officer to an Enforcement Team.

H. Local Law Enforcement Officers that are assigned to the Enforcement Team will be deputized by the Attorney General. Unless exigent circumstances exist, case work outside each Enforcement Team region requires prior DCI approval. Any travel that is required outside the State of Wyoming must have prior approval by the Team Leader, the Team Leaders Supervisor and the DCI Director.

I. Local Law Enforcement Officers that are assigned to the Enforcement Team must be POST certified and are preferred to have two (2) years Law Enforcement experience. Although desirable, it is not necessary that the Officer have prior drug enforcement experience.

J. DCI will provide Agents to the Task Force who are POST certified and experienced in drug enforcement. DCI will provide a POST certified, forty (40) hour Drug Investigation/Enforcement School for all Task Force Officers. DCI will also provide additional drug enforcement related training for all Task Force Officers. Training that is not specific to the objectives of the Enforcement Team, will be the responsibility of the local agency.

K. Local agencies who request that DCI process seized funds, vehicles, or other items through forfeiture, of which an Enforcement Team is not actively involved, shall be decided on a case by case basis. All forfeiture proceedings must follow DCI policy. DCI shall have control of the forfeiture process and the authority to negotiate and settle the case. As recommended by the Wyoming Association of Chiefs and Sheriffs and approved by the Wyoming Attorney General on May 19, 2005, the DCI will split forfeited funds accordingly with agencies that have contributed to the forfeiture. Seventy percent (70%) of the forfeited funds will be deposited into the State of Wyoming forfeiture fund account. Thirty percent (30%) of the forfeited funds will be provided to the participating agencies.

L. The Team Leader will inform his/her supervisors and the Task Force Officers local agency supervisors, of the Task Force Officers progress. In the event that a commendation or discipline action should take place, the Team Leaders supervisor and the Task Force Officers supervisor from his/her local agency, will be notified to ensure a cooperative effort.

M. Press releases shall be a cooperative effort between DCI and the local agency. Both DCI and the local agency shall make every attempt to keep the other entity informed to the best of their ability, under the circumstances. The Team Leader shall provide the Sheriff/Chief, or their designee, with the necessary information to make a press release. DCI and the local agency shall coordinate the timing of the press release following an arrest or operation. However, investigations that are sensitive in nature will be released to the press at the discretion of the DCI Director. The press release will include the names, ages, type and amount of drugs, seizures, forfeitures, and length of investigation.

N. In the event that a Task Force Officers local agencies Policy and Procedure should conflict with DCI Policy and Procedure, it shall be brought to the immediate attention of the Task Force Officers supervisor. In the event an exigent circumstance exists, DCI's Policy and Procedure will take precedent during the Task Force Officers active tour of duty with DCI.

O. The local Chief and/or Sheriff will require that the TFO and his/her Team Leader execute "Attachment B" which documents the start and end date for each TFO assignment. The "Attachment B" will be submitted to DCI Headquarters, Attention Janelle Gellein, with a copy to the Local's fiscal billing representative. The local Chief and/or Sheriff will ensure that a current "Attachment B" is on file with the parties to this Interagency Agreement at all times.

P. Local agencies understand and agree that their personnel participating in task force activities, pursuant to this MOU, are deemed within the course and scope of the their employment as law enforcement officers of their respective local agency.

Q. Local agencies understand and agree that nothing contained herein alters, extends or modifies the Peace Officer Liability coverage provided by the State Self-Insurance Program pursuant to Wyo. Stat. § 1-41-103 and related case law.

7. General Provisions.

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

B. Applicable Law/Venue. 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 this Agreement and 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 state or federal government funds which are allocated to pay the GRPD. If funds are not allocated and available for DCI to pay the GRPD for these services, DCI may terminate this Agreement at the end of the period for which the funds are available. DCI shall notify GRPD at the earliest possible time if this Agreement will or may be affected by a shortage of funds. No liability shall accrue to DCI in the event this provision is exercised, and DCI shall not 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 so as to permit DCI to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement. This Agreement, consisting of nine (9) pages and "Attachment A", consisting of four (4) pages of Provisions for the ARRA and "Attachment B", consisting of one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

E. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

F. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

G. Notices. All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

H. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's

Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyoming Statute §9-2-1016(b)(iv)(D).

I. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

J. Sovereign Immunity. The State of Wyoming, and DCI do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute §1-39-104(a) and all other state law. GRPD does not waive governmental immunity to the extent it is provided by law.

K. Termination of Contract. This Contract may be terminated by either party at any time, with or without cause.

L. 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 inure solely to the benefit of the parties to this Agreement. The provisions 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.

M. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

N. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

O. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

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7. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

This Agreement is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv)(D).

WYOMING DIVISION OF CRIMINAL INVESTIGATION

Forrest C. Bright, Director _____
Date

CITY OF GREEN RIVER, WY - MAYOR

Hank Castillon, Mayor City of Green River, WY _____
Date

GREEN RIVER POLICE DEPARTMENT

John V. Love, Chief of Police _____
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Cara Boyle Chambers, Assistant Attorney General _____
Date

7. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it.

This Agreement is not binding on either party until approved by the Department of Administration and Information's Procurement Office and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. §9-2-1016(b)(iv)(D).

WYOMING DIVISION OF CRIMINAL INVESTIGATION

Forrest C. Bright, Director

Date

GREEN RIVER POLICE DEPARTMENT

(Car Staffe Acting)

John V. Love, Chief of Police

4/28/11

Date

H. Castillon, Mayor
ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Date

Robert A. Genter # 72612

Fa: Cara Boyle Chambers, Assistant Attorney General

4-22-11

Date

SPECIAL PROVISIONS FOR GRANTS AND CONTRACTS FUNDED WITH FEDERAL STIMULUS MONEY

- A. **American Recovery and Reinvestment Act of 2009.** The sources of payment for this MOU are funds either in whole or part from the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5 (the Act). The Sheriff's office or Police Department agrees to comply with requirements of the Act as necessary, including but without limitation ,the following;
1. **Access to Information.** Pursuant to Sections 902 and 1515 of the Act, The Sheriff's Office or Police Department shall permit the Comptroller General and/or the Inspector General of any federal agency through which the Act's funding originated to examine any records of the Sheriff's Office or Police Department or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and to interview any officer or employee of the Sheriff's Office or Police Department or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 2. **Limitation on Use of Funds.** Pursuant to Section 1604 of the Act, no funds shall be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
 3. **Buy American.** Pursuant to Section 1605 of the Act, no funds shall be used for the purchase of iron, steel and manufactured goods manufactured outside of the United States for construction, maintenance, repair or alteration of any public building or public works under this Contract, unless an exception to this requirement allows such purchase.
 4. **Wage Rate Requirements.** Pursuant to Section 1606 of the Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

ATTACHMENT A

Special Conditions for ARRA fund contracts

- 5. Whistleblower Protection.** Pursuant to Section 1533 of the Act, an employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate for misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:
- (1) gross mismanagement of an agency contract or grant relating to covered funds;
 - (2) a gross waste of covered funds;
 - (3) a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
 - (4) an abuse of authority related to the implementation or use of covered funds; or
 - (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.
- 6. Registration and Posting Job Openings Requirement.** The Contractor shall register, and post all job openings, which result from its work under this Contract, with its local Department of Workforce Services Workforce Center. The Contractor shall also require all Sub-Contractors working under this Contract to register, and post all job openings, which result from work under this Contract, with their local Department of Workforce Services Workforce Center.
- B. Kickbacks.** Sheriff's Office or Police Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this agreement. If Sheriff's Office or Police Department breaches or violates this warranty, Agency may, at its discretion, terminate this agreement without liability to Agency, or deduct from the agreed upon

ATTACHMENT A

Special Conditions for ARRA fund contracts

price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

- C. Suspension and Debarment.** By signing this agreement, Sheriff's Office or Police Department certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Sheriff's Office or Police Department agrees to notify Agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- D. Nondiscrimination.** The Sheriff's Office or Police Department shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this agreement.
- E. Monitoring Activities.** Agency shall have the right to monitor all activities related to this agreement that are performed by Sheriff's Office or Police Department or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this agreement; and, to observe personnel in every phase of performance of the related work.
- F. Limitations on Lobbying Activities.** By signing this agreement, Sheriff's Office or Police Department certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Sheriff's Office or Police Department or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

ATTACHMENT A

Special Conditions for ARRA fund contracts

- G. Assumption of Risk.** The Sheriff's Office or Police Department shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. The Agency shall notify the Sheriff's Office or Police Department of any state or federal determination of noncompliance.
- H. Publicity.** Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Sheriff's Office or Police Department and related to the services and work to be performed under this agreement, shall identify [Agency Name and/or Federal Agency Name] as the sponsoring agency and shall not be released without prior written approval of Agency.
- I. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procures a commercial sex act during the period of time that the award is in effect; or
 - (c) Uses forced labor in the performance of the award or subawards under the award.

ATTACHMENT A

Special Conditions for ARRA fund contracts

ATTACHMENT B

Task Force Officer

Print Name

Agency

Start Date

DCI Drug Enforcement Team Assigned

Team Leader

Ending Date/TFO Returned to Home Agency

Task Force Officer

Team Leader