

City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: July 05, 2011	Department: Community Development
Meeting Date: July 19, 2011	Department Head: Laura Hansen
	Presenter: John Dahlgren

**Subject:**

Resolution for the Youth Main Street Program in the amount of \$500

**Purpose Statement:**

To approve the resolution for the donation and acceptance of \$500 from the Wyoming Business Council for the Youth Main Street Program

**Background/Alternatives:**

Pat Robbins from the Wyoming Business Council offered Green River Main Street money to help with the formation of a Youth Main Street program.

**Attachments:**

Resolution

**Fiscal Impact:**

\$500 to Main Street Technical Supplies line item

**Staff Impact:**

Minimal

**Legal Review:**

Not applicable

**Recommendation:**

Approve the resolution

**Suggested Motion:**

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase the expenditures and income accounts in the General Fund for the Youth Main Street Program and to accept the donation from The Wyoming Business Council in the amount of \$500.

**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 YOUTH MAIN STREET PROGRAM AND TO ACCEPT A DONATION FROM THE WYOMING BUSINESS COUNCIL IN THE AMOUNT OF \$500.

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-440-6220 (Technical Supplies) in the amount of \$500

**And whereas**, to increase the revenue budget authority in the General Fund: line item 10-000-4681 (Donations) in the amount of \$500

**And whereas**, to accept a donation from the Wyoming Business Council in the amount of \$500

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, 2012.

PASSED, APPROVED AND ADOPTED THIS 19<sup>th</sup> DAY OF JULY, 2011.

SIGNED:

\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: 7-12-11	Submitting Department: Police
Meeting Date: 7-19-11	Department Director: Interim Chief Chris Steffen
	Presenter: Interim Chief Chris Steffen

**Subject:**

To move monies from our Drug Seizure account into a spending line item in the 230 account for the rental of a storage garage from Mansface Storage.

**Fiscal Impact:**

The GRPD would like to move \$9,600.00 from our Drug Seizure account in order to pay the yearly rental on our storage garage used to house our new Special Command truck.

**Purpose Statement:**

Last year the GRPD utilized an indoor storage garage to house our new Command truck. We would like to renew that agreement for FY 2012.

**Background/Alternatives:**

With the cost of the vehicle itself and the equipment that is constantly stored within the vehicle, we needed a safe, secure indoor area in which to house it. Last year we looked at several ideas within the existing city buildings to store the truck and there is no location that was available. Also, due to the truck's size, there is really no secure location at any of the city buildings to store the vehicle outside. We located the storage unit in question and rented it for the year.

**Attachments:**

See attached copy of last year's agreement. No changes for this year.

**Staff Impact:**

Staff is impacted by not having any location to store this new truck.

**Legal Review:**

Reviewed and approved.

**Recommendation:**

I recommend approving the resolution

**Suggested Motion:**

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase the expenditure authority in the General Fund for the Police Department for a lease payment to store equipment in the amount of \$9,600.

**Resolution No. R11-**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURE IN THE GENERAL FUND FOR THE POLICE DEPARTMENT FOR A LEASE PAYMENT TO STORE EQUIPMENT IN THE AMOUNT OF \$9,600.

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-230-6710 (Rentals and Leases) in the amount of \$9,600

**And whereas**, to decrease the Drug Seizure Reserve in the General Fund in the amount of \$9,600

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, 2012.

PASSED, APPROVED AND ADOPTED THIS 19<sup>th</sup> DAY OF JULY, 2011.

SIGNED:

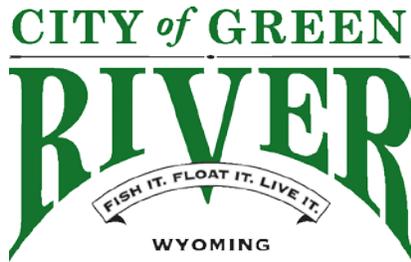
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H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation

Preparation Date: 7/13/11	Submitting Department: Administration
Meeting Date: 7/19/11	Department Director: Barry Cook
	Presenters: Barry Cook

**SUBJECT: Selection of Firm to Conduct Workforce Analysis and Approval of Resolution Funding the Project**

**PURPOSE STATEMENT**

To inform the Governing Body regarding the firm selected to conduct the Workforce Analysis and to request the approval of funds for the project.

**BACKGROUND / ALTERNATIVES**

Project Overview

In order to accelerate its workforce planning efforts, the City wishes to hire a firm to conduct a workforce analysis.

The analysis will examine current and future staffing as it relates to the City's vision, mission, and strategic plans and objectives.

The vital pieces of this analysis will include the following:

- Interaction with the public to determine their desires as they relate to the City's current and future vision and strategic plans.
- Interaction with the Governing Body regarding the City's vision, mission, and strategic plans and objectives.
- Interaction with and examination of the current workforce and determine current and future staffing needs based on the City's vision, mission, and strategic plans and objectives.

The analysis will provide data that can be used in the development of a priority based/outcomes based budget that the City plans to develop for the next budget year.

Process

The City Administrator will make the final decision regarding the firm to conduct the project on Friday, July 15, 2011. The City Administrator will provide each member of the Governing Body with a copy of the proposal from the selected firm prior to the July 19, 2011 City Council meeting.

The contract for the project will be developed and presented to the Governing Body for approval at the August 2, 2011 City Council meeting.

## **ATTACHMENTS**

Attached is the resolution appropriating money for the project.

## **FISCAL IMPACT**

The cost of the Workforce Analysis will not exceed \$32,000.

## **STAFF IMPACT**

The results and recommendations of the Workforce Analysis will enable staff to better determine how the City's work will be performed and what kinds of jobs and the number of employees that will be needed to meet the vision and objectives of the City.

Also, staff time (and City money) will be saved by using the data provided in this project in the priority based/outcomes based budgeting project.

## **LEGAL REVIEW**

The City Attorney will review the contract when it becomes available.

## **RECOMMENDATION**

Approve the resolution appropriating money for the project and authorize staff to work with the selected firm to develop a contract for services.

## **SUGGESTED MOTION**

I move to:

- Approve the resolution appropriating \$32,000 from the Un-appropriated Fund Balance to Non-professional Services under 10-130 for the Workforce Analysis, and
- Authorize staff to finalize a contract for services to be approved by the Governing Body at the August 2, 2011 City Council meeting.

**Resolution No. R11-**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURE IN THE GENERAL FUND FOR THE WORKFORCE ANALYSIS TO BE CONDUCTED IN THE AMOUNT OF \$32,000.

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-130-6330 (Non-Professional Services) in the amount of \$32,000

**And whereas**, to decrease the un-appropriated Fund Balance in the General Fund in the amount of \$32,000

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, 2012.

PASSED, APPROVED AND ADOPTED THIS 19<sup>th</sup> DAY OF JULY, 2011.

SIGNED:

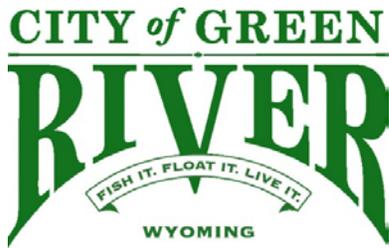
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H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



**City of Green River  
City Council Meeting  
Agenda Documentation**

Preparation Date: July 13, 2011	Submitting Department: Public Works
Meeting Date: July 19, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

**Subject:**

Resolution for a Multi-Material Horizontal Baler with Above Floor Conveyor

**Purpose Statement**

To approve a resolution for the purchase of a Multi-Material Horizontal Baler with Above Floor Conveyor for the Solid Waste Division

**Background/Alternatives**

The Division would like to expand the recycling program to accept plastics to remove this toxic material from the waste stream. The purchase of a baler will allow the expansion of the recycling program for the City.

**Attachments**

Resolution

**Fiscal Impact**

\$86,000 to include advertising the award

**Staff Impact**

Upon delivery to the City of Green River, Solid Waste will unload with City supplied equipment and assist in installation.

**Legal Review**

None

**Recommendation**

Approval of the resolution in the amount of \$86,000

**Suggested Motion**

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase expenditures in the Solid Waste Fund for the Purchase of a Baler for the Recycling Program in the amount of \$86,000.

**Resolution No. R11-**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURE THE SOLID WASTE FUND FOR THE PURCHASE OF A BALER FOR THE RECYCLING PROGRAM IN THE AMOUNT OF \$86,000.

**Whereas**, to increase the expenditure budget authority in the Solid Waste Fund: line item 70-535-8213 (Recycling Baler) in the amount of \$86,000

**And whereas**, to decrease the un-appropriated Fund Balance in the Solid Waste Fund in the amount of \$86,000

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, 2012.

PASSED, APPROVED AND ADOPTED THIS 19<sup>th</sup> DAY OF JULY, 2011.

SIGNED:

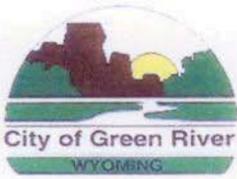
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H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: July 8, 2011	Department: Police
Meeting Date: July 19, 2011	Department Head: Acting Chief Chris Steffen
	Presenter: Acting Chief Chris Steffen

**Subject:** 2011 HIDTA Sub-Recipient Award/MOU (Memorandum of Understanding) with Wyoming Division of Criminal Investigation (DCI) regarding the grant award.

**Purpose Statement:** To acknowledge receipt of the award and agree to MOU with DCI.

**Background/Alternatives:** The Green River Police Department has been applying for and receiving the HIDTA Grant since 1997. This Grant provides funding for the Police Department to participate with the DCI area drug task force AKA SWET, (Southwest Enforcement Team) by providing one officer to the task force (under the HIDTA Grant). The HIDTA Grant is in the amount of \$96,286 and covers the majority of the yearly cost of the officer, ie salary and fringe with DCI covering all overtime costs. HIDTA provides a vehicle and DCI covers the cost of maintenance and travel expenses. DCI also provides training for the officer.

**Attachments:** A copy of the award letter and the MOU with DCI.

**Fiscal Impact:** Provides a savings of over \$96,286 to the city for the fiscal year 2011.

**Staff Impact:** Time required to complete monthly and quarterly billing requirements, yearly applications, occasional grant meetings.

**Legal Review:** Pending at the time this form was completed.

**Recommendation:** Recommend the City accept the HIDTA Grant award in the amount of \$96,286 and to agree to the MOU between the Wyoming DCI and the City of Green River/Green River Police Department for the year January 1, 2011 ending December 31, 2011.

**Suggested Motion:** To accept the HIDTA Grant award in the amount of \$96,286 and agree to the MOU between the Wyoming DCI and the City of Green River/Green River Police Department for the year January 1, 2011 ending December 31, 2011.



State of Wyoming  
 Office of the Attorney General  
 Division of Criminal Investigation  
 Forrest C. Bright, Director

MATTHEW H. MEAD  
 Governor

Gregory A. Phillips  
 Attorney General

July 5, 2011

City of Green River  
 Green River Police Department  
 Hank Castillon, Mayor  
 50 E. 2<sup>nd</sup> North  
 Green River, WY 82935

RE: 2011 HIDTA Sub-Recipient Award – G11RM0012A

Attn: Lt. Burke L. Morin and Linda Bunderman

Dear Mayor Castillon:

Please find enclosed your Agency's 2011 HIDTA Sub-Recipient Award documents. Please review these documents and sign and return to our office at your earliest convenience.

Please note that all billings will be sent directly to the Division of Criminal Investigation (DCI), by the 10<sup>th</sup> of the month following the end of the quarter:

<u>Quarter Ending</u>	<u>Due to DCI</u>	<u>Mailing Address</u>
March 31, 2010	As soon as possible	Division of Criminal Investigation
June 30, 2010	As soon as possible	Attn: Janelle Gellein, Div. Fiscal Officer
Sept. 30, 2010	October 10, 2011	316 W. 22 <sup>nd</sup> St.
Dec. 31, 2010	January 09, 2012	Cheyenne, WY 82001
		307-777-5383
		<a href="mailto:igelle@dcy.wyo.gov">igelle@dcy.wyo.gov</a>

Green River PD	Award	ADJ	Sup #1	Sup #	Expenditures	Available
Personnel	\$71,323.00					\$71,323.00
Fringe	\$24,963.00					\$24,963.00
	\$96,286.00					\$96,286.00

All billings will need to be completed on the Standard Form 269, along with the Detailed Expenditure Worksheet, (which are attachments as part of the Sub-Recipient Award) with supporting payroll documentation for payroll and fringe benefits. Again this year, we have added an Excel detailed billing summary spreadsheet, which will be emailed to all fiscal staff who prepares the reimbursement requests. Please provide the fiscal contact information and email address so that all documents can be sent via email. If your award includes any billing for equipment, original invoices need to be included. Please make sure that your invoices and Standard Form 269 have original signatures in blue ink.

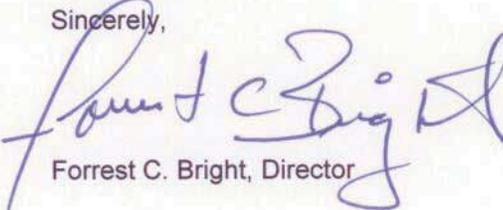
We are requesting that all executed documents be returned to the above address no later than July, 15, 2011.

Once these reports have been received, reviewed and approved by DCI Deputy Director Kebin Haller, they will be forwarded to the Attorney General's fiscal office for inclusion in the consolidated Standard Form 269 due to RMHIDTA (30) days after the close of the quarter. Once the drawdown funds have been approved and received by the State of Wyoming your reimbursement checks will be issued.

We are requesting that any reprogramming requests be submitted to DCI no later than 5:00 PM, on October 3, 2011. All reprogramming requests will then be forwarded to Rocky Mountain HIDTA for review and consideration. It is important that this timeline be strictly adhered to, as we need to allow time for RMHIDTA to review and approve any requests, prior to the year end.

Should you have any questions, please feel free to contact me directly, Deputy Director Haller, or Janelle Gellein.

Sincerely,



Forrest C. Bright, Director

**Memorandum of Understanding Regarding Grant Award for High Intensity Drug  
Trafficking Area (HIDTA) Funding.**

**Sub-Recipient Agency:** City of Green River – Green River Police Department  
**Award Amount:** \$96,286.00  
**Award Period:** January 1, 2011 to December 31, 2011  
**Unit Number:** 3027  
**Award #:** G11RM0012A  
**CFDA No.:** 07.999

- A. The term of this MOU between the Wyoming Division of Criminal Investigation (DCI) and City of Green River – Green River Police Department (Sub-Recipient Agency) shall be from January 1, 2011 until December 31, 2011 unless extended by modification to this Agreement.
- B. The parties agree that because DCI has been designated as the fiscal agent for the State of Wyoming Rocky Mountain HIDTA program all requests for payments and budget reprogramming shall pass through DCI.
- C. The parties agree that Sub-Recipient Agency is a sub-recipient under the State of Wyoming Rocky Mountain HIDTA program and is incurring reimbursable expenses under the program.
- D. All correspondence between the parties shall include the Unit Number shown above.
- E. The parties hereby agree to the disbursement of HIDTA funds in the amount of \$96,286.00 (Ninety-Six Thousand Two Hundred Eighty-Six Dollars and no/100 Dollars) to Sub-Recipient Agency under the following terms and conditions.
  1. Sub-Recipient Agency shall follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular A-87, Part 2 CFR 225, (Cost Principles for State, Local and Indian Tribal Government), OMB Circular A-102, (Grants and Cooperative Agreements with State and Local Governments) OMB Circular A-133, (Audits of State, Local Governments and Non-Profit Organizations) and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. Sub-Recipient Agency agrees to abide by and be bound by the attached budget for purchases including future reprogramming requests as approved by DCI and Rocky Mountain HIDTA. All reprogramming requests shall be submitted in writing to DCI, which shall forward them to Rocky Mountain HIDTA.
3. Requests for payment shall be submitted to DCI through the HIDTA Financial Manager at the following address by the 10<sup>th</sup> of the month following the end of the claim period:

State of Wyoming  
Division of Criminal Investigation  
Attn: Janelle Gellein, Division Fiscal Officer  
208 So. College Drive  
Cheyenne, WY 82002 – [jgelle@dcf.wyo.gov](mailto:jgelle@dcf.wyo.gov)

4. DCI agrees to transfer funds to Sub-Recipient Agency after funds have been electronically transmitted to DCI by Rocky Mountain HIDTA.
5. Sub-Recipient Agency agrees to reimburse DCI for any amount paid by DCI to Sub-Recipient Agency that is later disallowed after audit or financial review.
6. Quarterly Financial Status Reports shall be submitted to DCI by the 10<sup>th</sup> day following the end of each quarter using the attached “Financial Status Report” form and “Detailed Expenditure Worksheet.” All supporting payroll and invoice documentation must be attached to support current billing reimbursement requests, to include detailed billing summary spreadsheet.

**THIS SPACE LEFT INTENTIONALLY BLANK**

7. In the final quarter of the year, DCI will inform Sub-Recipient Agency of the due date for its unspent figures. Sub-Recipient Agency agrees to provide the unspent figures by the due date.

IN WITNESS THEREOF, the parties to this MOU, consisting of three pages, either personally or through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU.

\_\_\_\_\_  
Forrest C. Bright, Director  
Wyoming Division of Criminal Investigation

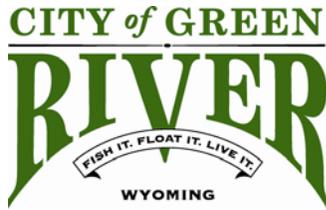
\_\_\_\_\_  
Date

\_\_\_\_\_  
Sub-Recipient Agency Head  
Position Vacant at this Date  
City of Green River – Green River Police Dept.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sub-Recipient Agency Head  
Hank Castillon, Mayor  
City of Green River – Green River Police Dept.

\_\_\_\_\_  
Date



**City of Green River  
City Council Meeting  
Agenda Documentation**

Preparation Date: 07/12/11	Submitting Department: City Clerk
Meeting Date: 07/19/2011	Department Director: Jeffrey V. Nieters
	Presenter: Jeff Nieters

Subject: Request for a Catering Permit

Purpose Statement: The Liquor Depot has requested a catering permit to sell alcohol for the Oregon-California Trails Association banquet from 6-11 p.m. at the Island Pavilion, on Saturday, August 13, 2011.

Background/Alternatives

Permits have been issued previously.

Attachments: Letter of request and Security Checklist

Fiscal Impact: The permit fee is \$25

Staff Impact: none

Legal Review: n/a

Recommendation: none

Suggested Motion

I move to approve the issuance of a Catering Permit to The Liquor Depot to sell alcohol during the Oregon-California Trails Association banquet on Saturday, August 13, 2011, from 6:00 p.m. to 11 p.m. at the Island Pavilion, pending approval by the city of Rock Springs governing body.

362-6094

RECEIVED  
JUL 12 2011

Liquor Depot  
2201 Foothill Blvd. P.O. Box 1007  
Rock Springs, WY 82901  
July 11, 2011

City of Green River  
50 E 2<sup>nd</sup> N  
Rock Springs, WY 82901

Dear Mayor and Council:

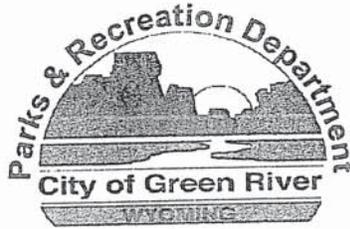
The Liquor Depot would like request a transfer for a liquor catering permit at the Island Pavilion in the city of Green River. The permit is for a full bar for the Oregon-California Trails Association from 6-11 pm. A copy of this request has also been sent to the city of Rock Springs. Please contact Shauna Erramouspe and I will send prompt payment for the catering permit fee.

Sincerely,



Shauna Erramouspe, Office Manager

August 13<sup>th</sup> Banquet



**PAVILION OR PARK FACILITY RENTAL ALCOHOL/SECURITY CHECKLIST  
FOR A CATERING PERMIT  
TO CATER ALCOHOLIC BEVERAGES**

Pavilion/ Park Facility Renter Fern Linton, Chair for (EVENT) Oregon Trails Association  
WESTERN DINNER & ENTERTAINMENT  
At what Parks Facility Exp. Island Pavilions  
On (DATE) August 13, 2011, from 6:00 P.M. a.m./p.m. to 10:00 a.m./p.m.

**Police Security**

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

Security Not Required per: [Signature] Date: 7/13/11  
 Security Required and Approved by: \_\_\_\_\_ Date \_\_\_\_\_

**Alcohol Rules:**

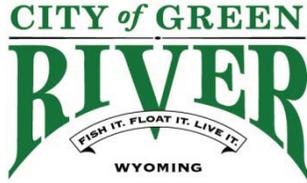
Only a valid retail liquor license holder can sell alcoholic beverages at the Pavilion or a Park Facility. The liquor license holder will need to apply for a **Catering Permit**.

**Catering Permits:**

- A liquor establishment selling alcohol for the event must have a valid retail liquor license. They must submit a letter of request in addition to this form, signed by an authorized officer approving the security for the event, and the \$25 permit fee one month prior to the event.
- Once the permit is approved, the deputy city clerk will notify the Police Department and the Parks and Recreation Department.
- The permit will be mailed to the liquor establishment catering the event if paid for at the time of permit request

Deputy City Clerk verification of application submission: [Signature] Date 7-13-11

- Date of Council Meeting: \_\_\_\_\_
- Council Action: \_\_\_\_\_



## City Council Meeting Agenda Documentation

Preparation Date: 7/08/11	Submitting Department: Legislative
Meeting Date: 7/19/11	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

**SUBJECT      National RECOVERY MONTH PARTICIPATION**

**PURPOSE STATEMENT**

Participate in 2011 National Alcohol and Drug Addiction Recovery Month activities in September in partnership with Southwest Counseling Service, the City of Rock Springs, Sweetwater County, Western Wyoming Community College, Memorial Hospital and other entities.

**BACKGROUND - ALTERNATIVES**

The City participated in this event for the first time in 2010. Southwest Counseling Service has again received a grant from the Wyoming Department of Health, Mental Health & Substance Abuse Services Division to promote treatment and recovery in Sweetwater County.

This year’s grant requires a 25% match and the City of Green River’s share is \$500.

**ATTACHMENTS**

July 7, 2011 Southwest Counseling Service letter of request  
Sponsor Commitment Form

**FISCAL IMPACT**

\$500

**STAFF IMPACT**

N/A

**LEGAL REVIEW**

N/A

**RECOMMENDATION**

Authorize a \$500 grant match for the City of Green River to participate in 2011 Recovery Month activities in September.

**SUGGESTED MOTION**

I MOVE to authorize the \$500 grant match for the City of Green River’s participation in 2011 Recovery Month activities.

# Southwest Counseling Service



July 7, 2011

Administrative/  
Mental Health Services  
1124 College Drive  
Rock Springs, WY 82901  
(307) 352-6680  
Fax: (307) 352-6676



Hank Castillon, Mayor  
City of Green River  
50 East 2nd North  
Green River, WY 82935

Dear Mayor Castillon:

Southwest Counseling Service is currently organizing an awareness campaign in conjunction with the 22nd Annual National Alcohol and Drug Addiction Recovery Month in September. Last year, Southwest Counseling partnered with the City of Green River, its employees, and other community partners to create awareness about substance abuse treatment/recovery in Sweetwater County with a t-shirt/casual day campaign. We would like to ask City of Green River to partner with us again this year by sponsoring this year's event.

Recently, Southwest Counseling received a small grant to aid in this awareness campaign. However, this year's grant was half of what we received last year and requires a 25% cash or donation match. The City of Green River's sponsorship would help aid with this grant requirement. A sponsorship of \$500 will give the city 200 t-shirts to be worn by city employees in September, the city's logo on the back of the shirts, and additional publicity the entire month of September.

The sponsorship will also help purchase local media as well as the t-shirts. The local media campaign will include a billboard, radio ads, movie ads, newspaper articles in two local papers, posters around the community and school presentations. All media will have the same message.

We look forward to hearing from you and have included a sponsorship commitment form. If you have any questions about our event please feel free to contact me at 352-6680 or [lwarren@swcounseling.org](mailto:lwarren@swcounseling.org).

Sincerely,

Lena Warren  
Public Relations Specialist

Recovery Services  
2300 Foothill Boulevard  
Rock Springs, WY 82901  
(307) 352-6677  
Fax: (307) 352-6614



Bridges Program  
2706 Ankeny Way  
Rock Springs, WY 82901  
(307) 352-6689  
Fax: (307) 352-6692



Green River  
175 Riverview Drive  
Green River, WY 82935  
(307) 872-3205  
Fax: (307) 872-3207



# National Recovery Month Sponsor Commitment Form

\_\_\_\_\_ Yes, we would like to be a sponsor for \$500.

\_\_\_\_\_ Please invoice us at the following address (**Invoices will come from Par 5 Promotions**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Sponsorship check is included and made out to **Par 5 Promotions**.

\_\_\_\_\_ No, unfortunately we cannot be a sponsor this year.

Our contact for National Recovery Month's events will be:

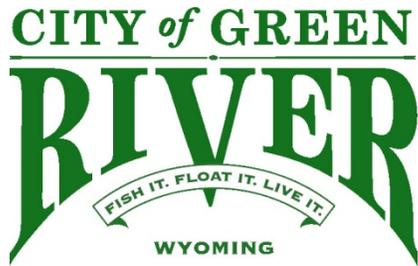
Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

***Thank you for the support!***

Please mail this form to:  
Lena Warren  
Southwest Counseling Service  
1124 College Drive  
Rock Springs, WY 82901



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: July 13, 2011	Submitting Department: Public Works
Meeting Date: July 19, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

**Subject:**

Award bid for a Multi-Material Horizontal Baler with Above Floor Conveyor for the Solid Waste Division.

**Purpose Statement**

To award Bid for Multi-Material Horizontal Baler with Above Floor Conveyor.

**Background/Alternatives**

The Division would like to expand the recycling program to accept plastics to remove this toxic material from the waste stream. The baler will allow the expansion.

	<u>Meet Specs</u>	<u>Bid</u>
Recycling Systems, LLC Ogden, UT	Yes	\$85,799
Altitude Recycling Equipment Centennial, CO	Yes	\$103,633
Kois Brothers (bid 1) Commerce City, CO	Yes	\$139,136
Northern California Compactors Pleasanton, CA	No	Several items (4) did not meet specifications
Pro Baler Services, Inc. Murray, UT	No	Several items (2) did not meet specifications
Kois Brothers (bid 2) Commerce City, CO	No	Several items (9) did not meet specifications

**Attachments**

Bid tab

**Fiscal Impact**

\$85,799 to include advertising the award

**Staff Impact**

Upon delivery to the City of Green River, Solid Waste will unload with City supplied equipment and assist in installation.

**Legal Review**

None

**Recommendation**

Award bid to Recycling Systems, LLC, Ogden, UT for New Multi-Material Horizontal Baler with Above Floor Conveyor in the amount of \$85,799.

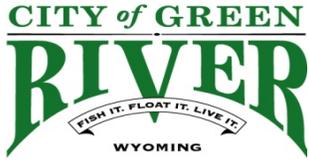
**Suggested Motion**

I Move to award bid to Recycling Systems, LLC, Ogden, UT for New Multi-Material Horizontal Baler with Above Floor Conveyor in the amount of \$85,799.

## BID TABULATION - Multi-Material Baler

Bid Open Date: June 28, 2011 2:00pm

Bidder	Recycle Systems Ogden, UT	Altitude Recycling Centennial, CO	Northern Calif Compactors Pleasanton, CA	Pro Baler Murray, UT	Kois Brothers Commerce City, CO	Kois Brothers Commerce City, CO
<b>Option 1 - Purchase</b>						
Purchase Price	\$85,799.00	\$103,633.00	\$96,109.00	\$84,795.00	\$139,136.00	\$90,916.00
Maintenance Cost	n/a	500.00 1st yr 1800 each add'l	450.00	No Bid	Jul-09	\$3,500.00
<b>Option 2 - Capital Lease</b>						
3 year lease option	2829.31/mo	3192.00/mo	2566.92/mo	No Bid	4077.00/mo	2664.00/mo
5 year lease option	1886.94/mo	2016.00/mo	1611.18/mo	No Bid	2531.00/mo	1654.00/mo
Interest Rate	11.50%	4-6%	2.89-3.27%		3.25-3.50%	3.25-3.50%
Amortization Schedule	X				X	X
Sample Agreement	X		X			
Maintenance Cost	n/a	500.00 1st yr 1800 each add'l	450.00		3500.00	3500.00
<b>Option 3 - Rental</b>						
Interest Rate	3 yr minimum 2400.00/mo	No Bid	22.9%	No Bid	No Bid	No Bid
Maintenance Cost	n/a	n/a	n/a			
<b>Bid Bond</b>	Cashier Check	Cashier Check	Cashier Check	Cashier Check	Bond	Bond
<b>Delivery Date</b>	Aug. 30, 2011	12 weeks ARO	6-7 weeks ARO	8-12 weeks ARO	90-150 days	90-150 days
<b>Present at Bid Opening:</b>						
Trish Mansfield						
Mike Nelson						
Linda Roosa						



## CITY OF GREEN RIVER CITY COUNCIL MEETING AGENDA DOCUMENTATION

Preparation Date: July 12, 2011	Submitting Department: Public Works
Meeting Date: July 19, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Accept Petroleum Contaminated Soils from Williams Northwest Pipeline

**Purpose Statement:** Obtain Council approval for Acceptance of 1-5 yards of Petroleum Contaminated Soils from Williams Northwest Pipeline generated south of Sweetwater County.

**Background/Alternatives:** The City of Green River was contacted regarding disposal of Petroleum Contaminated Soils (PCS) at our Landfill. Our Landfill is permitted to accept PCS. Testing of the soils is in progress and results will be provided to the City of Green River. Upon receipt of satisfactory test results, it will be acceptable for the City to receive and treat this material. Treatment consists of aeration and turning of the material until acceptable ranges are achieved at which time the material can be used at the Landfill.

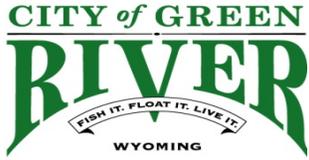
**Attachments:** None

**Fiscal Impact:** Williams Northwest Pipeline will pay \$69.55 per ton for all material disposed

**Staff Impact:** Minimal

**Legal Review:** None

**Recommendation:** To approve acceptance of Petroleum Contaminated Soils from Williams Northwest Pipeline at a rate of \$69.55 per ton.



## CITY OF GREEN RIVER CITY COUNCIL MEETING AGENDA DOCUMENTATION

Preparation Date: July 11, 2011	Submitting Department: Public Works
Meeting Date: July 19, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

**SUBJECT:** To Ratify Contract Amendment No. 1 on the FMC Bridge Replacement

---

**PURPOSE STATEMENT:** To ratify Contract Amendment No 1 with WYDOT for the FMC Bridge Replacement Project

**BACKGROUND:** The City of Green River is working with WYDOT on the FMC Bridge Replacement. This project is the replacement of the existing bridge at approximately the same location. The work approved to be completed by this Contract Amendment is the placement of rip rap and other large material under the new road on the east side of the new bridge. Unseasonably high water is a portion of the cause.

**ATTACHMENTS:** WYDOT Contract Amendment No 1

**FISCAL IMPACT:** Approximately 10% of the Amendment, City share is \$896.00

**STAFF IMPACT:** Minimal

**LEGAL REVIEW:** Not applicable

**RECOMMENDATION:** It is recommended by Staff that the Governing Body ratify the Contract Amendment No 1 with WYDOT for the FMC Bridge Replacement Project

**SUGGESTED MOTION** "I move to ratify the Contract Amendment No 1 with WYDOT for the FMC Bridge Replacement Project in the amount of \$896.00."

# WYOMING DEPARTMENT OF TRANSPORTATION

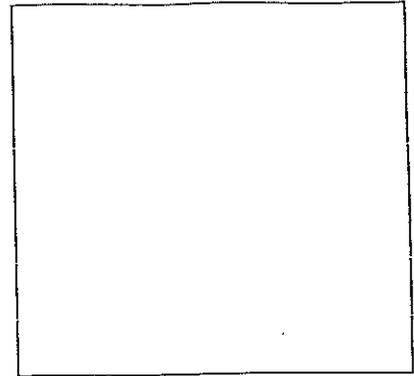
CONTRACT AMENDMENT NO. 1

Contractor: Cannon Builders Inc.

Project No.: BROS-0C04086 & ARSCT-0C04A01

Road: Scotts Bottom Rd. County: Sweetwater

Sheet 2 of 5



Make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

### E. CONTRACT TIME:

Contract time will be extended by 5 working days for this change.

### F. APPROVAL:

Mike Nelson, City of Green River Director of Public Works, gave verbal approval on June 3, 2011.

John Eddins, P. E., District Engineer gave verbal approval on June 3, 2011.

Concurrence by Mike Nelson, City of Green River on June 24, 2011.

I hereby understand and agree to the terms and conditions set forth in this instrument.

Cannon Builders, Inc. Contractor By: Matt Montano Date: 6/13/11  
Project Manager Title

AW  
6-17-11  
RE

BAE 06-29-11

Authorized: By: John B Eddins, District Engineer Date: 6-30-11

AW  
6/30/11

Authorized: TRANSPORTATION COMMISSION OF WYOMING  
By: N/A, Chief Engineer Date: \_\_\_\_\_

DCE

WYOMING DEPARTMENT OF TRANSPORTATION

received  
7/5/11  
M

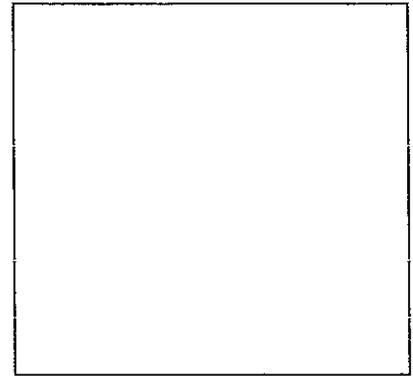
CONTRACT AMENDMENT NO. 1

Contractor: Cannon Builders Inc.

Project No.: BROS-0C04086 & ARSCT-0C04A01

Road: Scotts Bottom Rd. County: Sweetwater

Sheet 1 of 5



Make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

This contract amendment only pertains to the BROS-0C04086 portion of the combined project.

**A. DESCRIPTION OF CONTRACT AMENDMENT:**

Add the following item to the contract:

Item No. 210.03610, Excavator

Item No. 217.01010, Geotextile, Erosion Control

Increase the planned quantity for the following items in the contract:

Item No. 203.02500, Unclassified Excavation

**B. REASON FOR CONTRACT AMENDMENT:**

Per recommendations by the Geology Department, an existing soft spot in the subgrade between Stations 39+50 and 43+50 will be excavated and backfilled with salvaged riprap material. Geotextile fabric will then be installed prior to the roadway embankment being built as planned. The price of geotextile has gone up significantly since the original bid price was secured so a new bid price will be added to the contract.

**C. MEASUREMENT and PAYMENT:**

The above mentioned items will be measured and paid for at the existing and new, agreed unit prices and in accordance with the contract and the 2003 Standard Specifications for Road and Bridge Construction. (See Exhibit A)

**D. ESTIMATED CHANGE IN COST TO THE CONTRACT:**

ITEM NO.	ITEM	UNIT	ORIGINAL PLAN QUANTITY	NEW TOTAL ESTIMATED QUANTITY	ESTIMATED CHANGE IN QUANTITY	ORIGINAL UNIT PRICE	NEW UNIT PRICE	CHANGE IN UNIT PRICE	ESTIMATED CHANGE IN COST
203.02500	Unclassified Excavation	CY	17,000	18,400	1,400	\$1.75	N/A	N/A	\$2,450.00
210.03610	Excavator	HR	N/A	24	24	N/A	\$157.50	N/A	\$3,780.00
217.01010	Geotextile, Erosion Control	SY	NA	1300	1300	N/A	\$2.10	N/A	\$2,730.00
ESTIMATED TOTAL CHANGE IN COST TO THE PROJECT:									\$8,960.00
CHANGES DUE TO PREVIOUS EXTRA WORK ORDERS:									\$0.00
ORIGINAL PRELIMINARY CONTRACT COST:									\$1,627,271.55
REVISED PRELIMINARY CONTRACT COST:									\$1,636,231.55

From: "Matt Montano" <mattm@cannonbuildersinc.com>  
To: "Leslie Ranta" <Leslie.Ranta@dot.state.wy.us>  
Date: 6/3/2011 8:10 AM  
Subject: Green River Streets - Change Order Pricing  
CC: "Daniel Calvey" <Daniel.Calvey@dot.state.wy.us>  
Attachments: 20110527114213165.pdf; EASTSIDE PRICES SIGNED.PDF

Leslie,

The following are the anticipated items, quantities and unit prices for the work associated with the soft spot repair change order:

Description	Quantity	Unit Price
• Geotextile Erosion Control	1300 SY	\$2.10/SY
• Excavator	24 HR	\$157.50/hr

The above prices represent a 5% markup on Longhorn Construction's prices (see attached), who will be performing the work.

Also attached are the cost estimates for the erosion fabric justifying the change in price from the contract item.

Sincerley,

<<...>> <<...>>

**Matt Montano**

PROJECT MANAGER | CANNON BUILDERS | 208.785.6281 office | 208.690.6281 cell |

*These prices are acceptable.  
Leslie Ranta  
6-17-11*

Longhorn Construction Inc.



CANNON BUILDERS

ATTN: MATT

RE: CHANGE ORDER WORK ON EASTSIDE

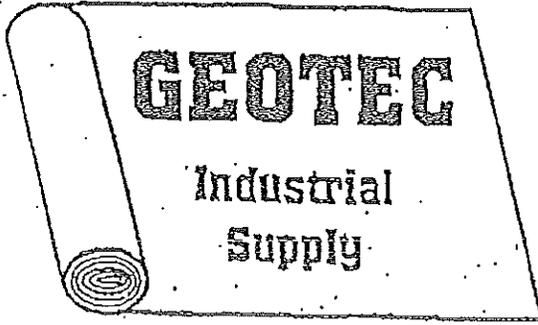
MATT,

LONGHORN CONSTRUCTION'S PRICE TO FURNISH AND INSTALL THE FABRIC ON THE EASTSIDE IS \$2.00/SY. THE EXCAVATOR HOURS IS \$150.00/HR.

A handwritten signature in black ink, appearing to read "Kade Harmon".

KADE HARMON

OWNER/VICE-PRESIDENT



FAX FROM GEOTEC

Physical Address  
600 Bear Pen Road Mills, Wy 82644  
Mailing Address  
P.O. Box 130 Mills, Wy 82644  
Phone: 307-472-0084 Fax: 307-472-0257

TO: Cannon Builders  
FROM: Steve  
DATE: 5/27/11 NO. OF PAGES 2EN + 3 letters

Here's the original Quote bid 4/8/10  
I have sent copies of the last 3 price  
increases effective 1/28/11 - 15%,  
2/18/11 - 15% and 5/23/11 - 10%  
That totals 40% compounded!!

Your old cost was .824 sq Delivered  
1/28/11 - (15% x .82 = .943 sq) Plus Add  
2/18/11 - (15% x .943 = 1.085 sq) = \$ 542.50 Roll  
est 200<sup>sq</sup> sq = 4 rolls = 50.00 Roll  
\$ 592.50

\* The 5/23/11 increase has not  
effected our inventory cost yet.

Steve



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: July 13, 2011	Department: Public Works
Meeting Date: July 19, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Amendment to Nelson Engineering (NE) Agreement for Construction Engineering Services to Complete the South Side Water Project

**Purpose Statement:** Approval of Amendment to Nelson Engineering (NE) Agreement for Construction Engineering Services for work related to the South Side Water Project

**Background/Alternatives:** The Southside Water Project has been underway since June 2010. Final completion is scheduled for August 1, 2011. The Contractor, Jackman Construction, is considerably behind schedule. It is estimated that 4 additional months will be required to complete the work.

City staff is unable to take over Construction Engineering for this project.

The fees are based on hourly rates. The estimate to complete the work is \$134,500. Unused fees are not charged to the Project.

- Attachments:**
1. Amendment to the Agreement as signed by Nelson Engineering
  2. Information related to Construction
  3. Project Schedule as Bid and in the Construction Agreement

**Fiscal Impact:** The Amendment to the Agreement will be paid from line item 900-9822

**Staff Impact:** Time for meetings and reviewing of documentation

**Legal Review:** N/A

**Recommendation:** To approve the Amendment to the Agreement with Nelson Engineering for Construction Engineering Services in the estimated amount of \$134,500 for the South Side Water Project.

**Suggested Motion:** “I move to approve the Amendment to the Agreement with Nelson Engineering for Construction Engineering Services in the estimated amount of \$134,500 for the South Side Water Project.”

# NELSON ENGINEERING since 1964

Professional Engineers & Land Surveyors

JACKSON, WY • BUFFALO, WY • DRIGGS, ID

WWW.NELSONENGINEERING.NET

July 1, 2011

LRK/09-025-04

City of Green River  
50 E 2nd N  
Green River, WY 82935

ATTN: Mike Nelson, Director of Public Works

Dear Mike:

This transmittal is intended to serve as an amendment to the original Letter Agreement for Professional Engineering Services for Construction Engineering - Phase I Water System Improvements - Southside Green River, dated March 24, 2010, between the City of Green River and Nelson Engineering. The purpose of this amendment is to appropriate additional required engineering fees brought about because of the Contractor's inability to meet the contract time schedule.

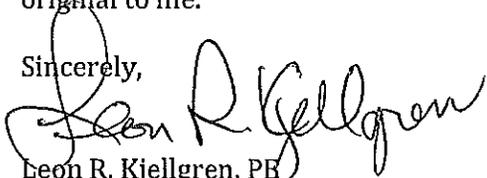
Assuming a required contract extension time of four months and utilizing the average of previous monthly billings of \$32,000/month, plus an additional \$6,500 for project startup and closeout, we estimate additional required fees of:

$$4 \times \$32,000 = \$128,000 + \$6,500 = \underline{\$134,500}$$

Again all parties must understand that this is an unguaranteed estimated amount, totally dependent on the actions of the Contractor.

All conditions within Exhibits B, E and F of the original Letter Agreement will remain in force throughout the period of this amendment. Exhibit D (Staff Charge Rates & Reimbursable Expenses) will be altered to allow an increase in the hourly rate for Tucker Southern from \$78 - \$82/hour. All other rates will remain unchanged. If you are in agreement with the terms of this amendment, please sign in the spaces provided below and return one original to me.

Sincerely,



Leon R. Kjellgren, PE  
Project Manager

\*\*\*\*\*

**CITY OF GREEN RIVER, WYOMING**

BY: \_\_\_\_\_  
**H. CASTILLON, MAYOR**

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
**JEFFERY V. NIETERS, CITY CLERK**

**Nelson Engineering-Contract \$382,000 Time 380 days Notice to Proceed to Substantial Completion**

Pay App	Date	Invoice Amount	Accumulated	Payment	Percent of \$\$ Used	Days	Percent of time used
1	7/14/2010	\$ 22,923.57	\$ 22,923.57	\$ 20,631.21	6.00	29	7.60
2	8/10/2010	\$ 32,342.12	\$ 55,265.69	\$ 29,107.81	14.50	56	14.70
3	9/14/2010	\$ 33,908.41	\$ 89,174.10	\$ 30,517.57	23.30	91	23.90
4	10/12/2010	\$ 44,622.78	\$ 133,796.88	\$ 40,160.50	35.00	119	31.90
5	11/9/2010	\$ 34,805.65	\$ 168,602.53	\$ 31,325.09	44.10	147	38.90
6	12/15/2010	\$ 34,307.65	\$ 202,910.18	\$ 30,876.89	53.10	183	48.20
7	1/12/2011	\$ 7,200.80	\$ 210,110.98	\$ 6,480.72	55.00	211	55.50
8	2/22/2011	\$ 25,685.47	\$ 235,796.45	\$ 23,116.92	61.70	252	66.30
9	3/8/2011	\$ 29,599.36	\$ 265,395.81	\$ 26,639.42	69.50	266	70.00
10	4/12/2011	\$ 28,646.27	\$ 294,042.08	\$ 25,781.64	77.00	301	79.20
11	5/10/2011	\$ 28,856.44	\$ 322,898.52	\$ 25,970.80	84.50	329	86.50
12	6/3/2011	\$ 29,432.06	\$ 352,330.58	\$ 26,488.85	92.20	353	92.90

**Jackman Construction Low Bid of \$2,957,090**

Pay App	Date	Invoice Amount	Accumulated	Payment	Percent of \$\$ Used	Days	Percent of time used
1	7/27/2010	\$ 294,037.09	\$ 294,037.09	\$ 264,633.38	9.90	42	11.10
2	8/31/2010	\$ 225,354.55	\$ 519,391.64	\$ 202,819.10	17.60	77	20.30
3	9/27/2010	\$ 242,487.29	\$ 761,878.93	\$ 218,238.56	25.80	104	27.40
4	10/26/2010	\$ 315,462.74	\$ 1,077,341.67	\$ 283,916.47	36.40	133	35.00
5	11/29/2010	\$ 165,298.02	\$ 1,242,639.69	\$ 142,768.22	42.00	167	43.90
6	2/8/2011	\$ 118,475.36	\$ 1,361,115.05	\$ 106,627.82	46.00	235	61.80
7	3/29/2011	\$ 136,726.08	\$ 1,497,841.13	\$ 123,053.47	50.70	288	75.80
8	4/26/2011	\$ 67,930.67	\$ 1,565,771.80	\$ 61,137.60	52.90	316	83.20
9	6/1/2011	\$ 121,047.01	\$ 1,686,818.81	\$ 95,442.31	57.00	352	92.60

- o Agreement dated June 2, 2010
  - o Substantial Completion date July 1, 2011
  - o Final Completion date August 1, 2011
  - o Liquidated Damages \$1500 per day
    - based on Final Completion
    - based on Intermediate Milestones
  - o Effective June 15, 2010--380 days to Substantial Completion
  - o Agreement signed by
    - Green River--Mayor Castillon & Jeff Nleters
    - Jackman Construction--Lynn Jackman & Heather Lally
  - o Performance Bond, Payment Bond, and Maintenance Bond included in Agreement
  - o Certificate of Insurance; Worker's Compensation in good standing; Unemployment Insurance in compliance; Included in Agreement
- o Notice to Proceed issued June 15, 2010
  - o establish Is July 1, 2011 as Substantial Completion
  - o establish Is August 1, 2011 as Final Completion

## Construction Sequencing and Schedule

	Description	Start Date	End Date
By end of Fall 2010	New Cut-In Valves	1-Jun-10	15-Jun-10
	18" Pump Station Suction Line with both connections at 2+02 and 6+20 made (no pressure testing or flushing past sta 6+20)	16-Jun-10	30-Sep-10
	16" Pump Station Discharge Line with both end connections including asphalt repair (no pressure testing or flushing)	16-Jun-10	30-Sep-10
	*Upland Tank Rehab & Cleaning	1-Oct-10	1-Nov-10
	Pump Station Building Shell and Ext. Site Improvements (except asphalt)	16-Jun-10	15-Nov-10
	Faith/Evans line from Sta 9+50 to 19+00	16-Jun-10	15-Nov-10
Winter 2010-11	Interior piping and controls for New Upland Way Pump Station	16-Nov-10	15-Mar-11
	Upland Tank Above Ground Control Building Internals by Infinity Controls	1-Nov-10	15-Mar-11
Spring 2011	Pressure Test, Disinfection, & Flushing of 16" & 18" lines	15-Mar-11	31-Mar-11
	**Teton Tank Rehab & Cleaning	1-Apr-11	1-May-11
	Flush and Test Capacity of New Pump Station (In hand)	1-Apr-11	1-May-11
	Connection at Sta 42+74 on 16" Discharge line to 16" Upland Tank feed line	1-May-11	15-May-11
	Teton Tank Above Ground Control Building Internals by Infinity Controls	1-May-11	15-May-11
	Test Controls of New Pump Station and Tank Control Vaults	15-May-11	30-May-11
	Low Linwood PRV at Crossbow and W. Teton	1-May-11	30-May-11
	Smart PRV at Iowa and Hitching Post	1-May-11	30-May-11
	New PRV at Hitching Post & Upland	1-May-11	30-May-11
	Valve Repairs on Hitching Post at Wind River and Bridger	15-May-11	30-May-11
	Effectuate the Reconfiguration	1-Jun-11	2-Jun-11
	Connection at Sta 29+88 on 16" Discharge line at entrance to LDS Seminary	10-Jun-11	20-Jun-11
	Completion of Faith/Evans Line (start with connection in Evans Drive)	15-May-11	30-Jun-11
	Substantial Completion		1-July-11
	Final Completion		1-Aug-11

\* Vent Replacement for the Upland Tank must be completed by October 8 of the tank rehabilitation schedule to allow for Owner-supplied Cleaning and Disinfection to be initiated. Antenna base and slab for above ground control building must be completed and vehicular access provided to the slab by October 21 of the schedule to allow for Owner-supplied control building erection and re-establishment of electrical power to the tank control system.

\*\*Vent Replacement and Overflow Rehabilitation for the Teton Tank must be completed by April 12 of the tank rehabilitation schedule to allow for Owner-supplied Cleaning and Disinfection to be initiated. Antenna base and slab for above ground control building must be completed and vehicular access provided to the slab by April 21 of the schedule to allow for Owner-supplied control building erection and re-establishment of electrical power to the tank control system.

Liquidated damages as described in the contract agreement may be assessed for failure to meet End Dates in shaded boxes along with associated footnote conditions described above.



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

Preparation Date: 7/5/11	Submitting Department: Public Works
Meeting Date: 7/19/11	Department Director: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Request for Removal of Items from the Landfill

**Fiscal Impact:** None

**Purpose Statement:**

Authorize the removal of items from the landfill as requested by Larry Paine and Jessica Morrison.

Larry Paine of Green River has requested the removal of a Chain link dog run from the Landfill

Jessica Morrison of Green River has requested the removal of a 4-wheel ATV from the Landfill

**Background/Alternatives:**

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

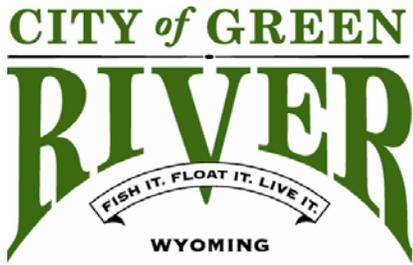
**Attachments:** None

**Staff Impact:** Minimal

**Legal Review:** N/A

**Recommendation:** Staff recommends approval of request

**Suggested Motion:** I move to authorize the removal of a Chain link dog run from the Landfill by Larry Paine and a 4-wheel ATV from the Landfill by Jessica Morrison.



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: July 13, 2011	Department: Police
Meeting Date: July 19, 2011	Department Head: Chris Steffen - Interim
	Presenter: CONSENT AGENDA

**Subject: Approval of the Contract with Plan One Architects for Police Department Building**

**Purpose Statement:**

To approve the contract with Plan One Architects for the design and to oversee the bidding and construction for the new Police Department Building Project

**Background/Alternatives:**

Plan One Architects designed the original Winter building and have prior knowledge of the current structure and the needs of the Green River Police Department. Plan One has already completed preliminary designs and drawings for the new structure.

The governing body approved funding for the contract by Resolution 11-17 in the amount of \$125,000 on May 17, 2011.

**Attachments:**

Agreement for Plan One Architects

**Fiscal Impact:** \$125,000

**Staff Impact:** None

**Legal Review:** Pending Legal Review

**Recommendation:**

Approval of the agreement with Plan One Architects

**Suggested Motion:**

I move to approve the agreement with Plan One Architects to design and oversee the bidding and construction for the new Police Department Building Project in the amount of \$125,000 pending legal review.

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twelfth day of May in the year Two Thousand Eleven  
(*In words, indicate day, month and year.*)

**BETWEEN** the Architect's client identified as the Owner:  
(*Name, legal status, address and other information*)

City of Green River  
50 East 2nd North  
Green River, Wyoming 82935  
Telephone Number: (307) 872-0500

and the Architect:  
(*Name, legal status, address and other information*)

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

for the following Project:  
(*Name, location and detailed description*)

New City of Green River Police Facility  
375 West Flaming Gorge Way  
Green River, WY 82935

Provide complete design services, including structural, mechanical and electrical engineering, required to redesign building into a police department.

Architect's Project Number: 1129

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

Project Details:	Provide complete design services, including structural, mechanical and electrical engineering, required to redesign building into a police department.
Architect's Consultants:	Lower and Co., PC, Engineering Design Associates
Owner's Budget for the Cost of the Work:	Unknown.
Owner's Authorized Representatives:	Chief John Love
Anticipated Procurement Method:	Design-Bid-Build
Other Information:	None

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Unknown.

.2 Substantial Completion date:

Unknown.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:  
*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Ultra Catastrophe Liability Coverage: \$5,000,000.00

.2 Automobile Liability

Liability: \$1,000,000.00  
Uninsured Motorists: \$1,000,000.00  
Auto Medical Payments: \$ 5,000.00

.3 Workers' Compensation

As provided by the Wyoming Worker's Safety and Compensation Division.

.4 Professional Liability

Errors & Omissions: \$1,000,000.00

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

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§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

#### § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 CONSTRUCTION PHASE SERVICES

#### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and

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from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment

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or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	N	
§ 4.1.2 Multiple preliminary designs	N	
§ 4.1.3 Measured drawings	N	
§ 4.1.4 Existing facilities surveys	N	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	N	
§ 4.1.6 Building information modeling	N	
§ 4.1.7 Civil engineering	N	
§ 4.1.8 Landscape design	N	
§ 4.1.9 Architectural Interior Design (B252™–2007)	N	
§ 4.1.10 Value Analysis (B204™–2007)	N	
§ 4.1.11 Detailed cost estimating	N	
§ 4.1.12 On-site project representation	N	
§ 4.1.13 Conformed construction documents	N	
§ 4.1.14 As-Designed Record drawings	N	
§ 4.1.15 As-Constructed Record drawings	N	
§ 4.1.16 Post occupancy evaluation	N	
§ 4.1.17 Facility Support Services (B210™–2007)	N	
§ 4.1.18 Tenant-related services	N	
§ 4.1.19 Coordination of Owner’s consultants	N	
§ 4.1.20 Telecommunications/data design	N	
§ 4.1.21 Security Evaluation and Planning (B206™–2007)	N	
§ 4.1.22 Commissioning (B211™–2007)	N	
§ 4.1.23 Extensive environmentally responsible design	N	
§ 4.1.24 LEED® Certification (B214™–2007)	N	
§ 4.1.25 Fast-track design services	N	
§ 4.1.26 Historic Preservation (B205™–2007)	N	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	N	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

N/A.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

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User Notes:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Ten ( 10 ) visits to the site by the Architect over the duration of the Project during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Eight ( 8 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

*(Paragraph deleted)*

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of

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Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 GENERAL**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 MEDIATION**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

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User Notes:

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§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

#### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

| The basic services fee shall be a fixed fee in the amount of \$100,000.00, plus reimbursable expenses.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

| Hourly based upon Article 13.2.3 Exhibit "A", entitled "Rate Schedule" attached..

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

| Hourly based upon Article 13.2.3 Exhibit "A", entitled "Rate Schedule" attached..

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus One and fifteen hundredths percent ( 1.15% ), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

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Schematic Design Phase	Fifteen	percent (	15	%)	\$ 15,000.00
Design Development Phase	Twenty	percent (	20	%)	\$ 20,000.00
Construction Documents Phase	Thirty-five	percent (	35	%)	\$ 35,000.00
Bidding or Negotiation Phase	Five	percent (	5	%)	\$ 5,000.00
Construction Phase	Twenty-five	percent (	25	%)	\$ 25,000.00
Total Basic Compensation	One Hundred	percent (	100	%)	\$100,000.00

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Hourly rates are set forth in Article 13.2.3 - Exhibit "A", entitled "Rate Schedule" attached.

*(Table deleted)*

#### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus One and fifteen hundredths percent ( 1.15% ) of the expenses incurred, or as set forth in Article 13.2.3 – Exhibit "A", entitled "Rate Schedule" attached.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

N/A.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

N/A.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A.

- .3 Other documents:  
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit "A" entitled "Rate Schedule" for hourly rates and reimbursable expenses attached

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

Hank Castillion, Mayor

Charles E. Van Over, AIA, President

(Printed name and title)

(Printed name and title)

Init.



**Exhibit "A"**

**RATE SCHEDULE**

Senior Principals	\$135
Associate Principals	\$115
Project Manager/ Architect	\$100
Job Captain	\$ 85
CAD Technician III	\$ 80
CAD Technician II	\$ 70
CAD Technician I	\$ 60
Clerical	\$ 45

Reimbursables:

- Phone, printing, travel expenses, etc. actual + 15%
- Faxes \$1.00 per page
- Engineers & Special Consultants actual + 15%
- Vehicles @ \$.50 / mile
- Shipping actual + 25%

Effective: January 1, 2008



CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation

Preparation Date: 7/7/11	Submitting Department: Human Resources
Meeting Date: 7/19/11	Department Director: Debbie Klein Robertson
	Presenters: Debbie Klein Robertson

**SUBJECT: Employee Assistance Program (EAP) Annual Agreement**

**PURPOSE STATEMENT**

To approve the Employee Assistance Program annual agreement.

**BACKGROUND / ALTERNATIVES**

The City of Green River contracts with Southwest Counseling Services to provide an Employee Assistance Program (EAP). The EAP is a way for employees and their immediate family members to confidentially address personal issues in their lives. This opportunity enables many employees to deal with issues and not allow the issues to affect their job performance.

**ATTACHMENTS**

Attached are the contract for FYE 2012 (which is the same as last year's contract) and a brochure describing the services of the program.

**FISCAL IMPACT**

The contract is renewing for \$7,000 which is the same cost that it has been for the last six years.

**STAFF IMPACT**

None.

**LEGAL REVIEW**

Approved by the City Attorney on July 8, 2011.

**RECOMMENDATION**

Approve the Employee Assistance Program annual agreement.

**SUGGESTED MOTION**

I move to approve the annual agreement with Southwest Counseling for the Employee Assistance Program and authorize the Mayor to sign the agreement.

## CONTRACTUAL AGREEMENT FOR SERVICES

This agreement is made between THE CITY OF GREEN RIVER, WYOMING and SOUTHWEST COUNSELING SERVICE of Sweetwater County, Rock Springs, and Green River, Wyoming.

### Recitals

- A. The City of Green River desires to secure the service of Southwest Counseling Service to implement and administer an Employee Assistance Program (EAP).
- B. Both of the aforementioned parties hereby agree to the terms and conditions as outlined herein and indicate acceptance thereof by execution of this instrument.
- C. The City of Green River and Southwest Counseling Service agree that Southwest Counseling Service shall perform such professional service for the employees and their families. The City of Green River shall compensate Southwest Counseling Service during the period of July 1, 2011 to June 30, 2012 for such services, as set forth in this agreement.

### Agreements

#### 1. Scope of Services

Delivery of services as described herein are to be made available to any full-time or part-time employee of the City of Green River and/or members of their immediate family during aforementioned contract period.

#### 2. Description of Services

The Employee Assistance Program is designed: (1) to provide consultation and technical assistance to the company around the "troubled and/or problem employee"; and (2) to provide evaluation, referral and treatment service for the employees of the City of Green River and their immediate families, who are suffering from personal, family, emotional or other problems which are interfering, or could interfere, with successful coping with the normal daily demands of job, family, and community. The services outlined below are covered by the contract fee and are of no additional cost to the company, employees, or their families, with the following exceptions.

First, the programs that Southwest Counseling defines as providing intensive outpatient treatment will not be covered by this contract. Second, in the case of the employee or family member being court-ordered to evaluation or treatment, regular SCS fees will be established and charged the employee or family member in order to meet with the intent of the court.

**Services:**

- a. Provide training sessions for the City of Green River supervisors and department heads to enable them to identify employees needing assistance. These sessions shall be offered at the start of the EAP to allow all supervisors and department heads to attend. This service is offered for as many individuals as the city deems necessary and will include a printed guide.
- b. Provide to employees and their families evaluation and diagnostic services. Qualified professional staff will counsel with employees and/or family members to assess the nature of their problems, and recommend treatment or other corrective action as indicated.
- c. Provide referral information and services to employees and/or their families. If it is determined that an employee or family member needs to be referred to another treatment program, then the EAP will provide the referral and follow-up.
- d. Provide treatment services to employees and/or their families. In situations where the evaluation results indicate treatment, such services will be offered and provided by qualified professionals. Treatment sessions offered under the EAP will be limited to eight (8) sessions per family per contract year inclusive of the intake assessment and psychiatric medication appointments. Each psychiatric medication appointment will count as one session.
- e. Conduct a general orientation program for all covered employees. This program will be designed to acquaint employees with services of the EAP and how to access those services. This program will be made available to all employees at the start of the EAP.
- f. Provide twenty-four (24) hour emergency counseling services by a designated staff professional using the telephone referral method.
- g. Provide posters to be displayed advertising the services available to employees and their families. The form and content of all printed matter shall comply with established City of Green River policies and procedures.
- h. Provide informational programs on emotional health topics twice per year, as requested by the City of Green River. These programs may be presented in multiple meetings, at the discretion of the City of Green River and Southwest Counseling Service.
- i. Provide consultation services not to exceed one on-site visit per month to the City of Green River upon request. This service is designed to assist the City of Green River in assessing a situation involving a problem and/or troubled employee for the purpose

of arriving at a disposition or course of action that is in the best interest of the City of Green River and the employee.

- j. Acquire pertinent information furnished by the City of Green River on overall employee absenteeism, productivity, turnover, and receipt of disability and hospital/medical payments for cost-benefit analysis.
- k. Provide regular statistical reports to an EAP coordinator designated by the City of Green River detailing usage of service and including other information as agreed upon.
- l. Southwest Counseling will assign a professional staff member to act as liaison with the City of Green River.
- m. Provide a mutually satisfactory brochure describing the services of the EAP for distribution to employees.
- n. Additional supervisor training and employee orientation will be conducted, as the City of Green River and Southwest Counseling deem necessary.

### 3. Fees

Upon the condition that Southwest Counseling shall faithfully keep and perform all of the terms and conditions of this agreement, the City of Green River agrees to pay Southwest Counseling Service a fee of \$7,000 per year to be paid on a quarterly or monthly basis for coverage available to full-time and part-time employees and immediate family. If additional supervisor training or employee orientation services (Section 2, Item n.) are requested by the City of Green River additional fees set at the training session rate of \$60.00 per hour will be assessed. These additional training session fees can be waived by mutual agreement of both parties. This is in full consideration for the services to be performed pursuant to this agreement. These fees could be adjusted on a yearly basis because of cost factors, by mutual agreement of both parties.

### 4. Confidentiality

Southwest Counseling Service shall not, during the term of this agreement or any extension thereof, or at any time thereafter, report to any other party any confidential information acquired or which may be acquired in the performance of the professional services under this agreement. Southwest Counseling Service agrees to treat as confidential and not to use for their own business advantage or to disclose to anyone other than to the patient/client any information except a regular statistical report to the City of Green River EAP Coordinator detailing usage of services. Client/patient confidentiality shall extend to communications between a patient/client and professional staff and shall include records of the identity, diagnosis, evaluation, or

treatment of a patient/client, which are created and maintained by a professional at Southwest Counseling Service under Wyoming state law.

5. HIPAA

The parties may receive from or create on behalf of each other certain health or medical information (“Protected Health Information” or “PHI” as defined in 45 CFR Section 164.501) in connection with the performance of this Agreement. Use or disclosure of this PHI is subject to protection under state and federal law, including the health Insurance Portability and Accountability Act of 1996. Public Law 104-191 (“HIPAA”) and regulations promulgated there under by the US Department of Health and Human Services (“Regulations”). Although the parties may not presently know their precise legal status and relationship under HIPAA, the parties nevertheless specifically agree that they will take such action as necessary, including amending this Agreement, to implement in a timely manner the requirements of HIPAA, the Regulations, and other applicable laws relating to the security and confidentiality of PHI.

6. Anonymity

Southwest Counseling Service shall not refer in any manner to the City of Green River or any affiliate of the City of Green River in any publication or promotional or advertising material, written or oral, without obtaining the prior written consent of the City of Green River.

7. Insurance Coverage

Southwest Counseling Service warrants that each staff professional working within the EAP shall have adequate professional liability coverage. Southwest Counseling agrees to provide adequate proof of this coverage to the City of Green River upon request.

8. Taxes

Southwest Counseling Service shall be fully responsible for payment of all state and federal income taxes, social security taxes, and any other taxes or payments which may be due and owing by Southwest Counseling as a result of the amounts paid under this agreement to Southwest Counseling Service by the City of Green River, and Southwest Counseling Service shall indemnify and hold harmless the City of Green River for any such payment which may be due and owing by Southwest Counseling Service.

9. Assignment

This agreement shall be binding upon and inure solely to the benefit of the parties hereto and no other person other than enrolled employees and their families shall acquire or have any rights under or by virtue of this agreement. The parties agree that Southwest Counseling Service shall not assign its rights or obligations under this agreement. Southwest Counseling will be allowed to subcontract services as they deem necessary for the EAP.

10. Termination

This agreement will be reviewed on an annual basis unless terminated by the City of Green River or Southwest Counseling Service with a thirty (30) day written notice to the other.

Upon such termination, and subject to the satisfactory performance of the aforesaid professional services to that date, the City of Green River will pay Southwest Counseling Service for services rendered.

11. Renewal

This agreement shall be binding for a period of one year from the date of signing. At that time considerations of changing services and/or fees will take place based upon the contracted experience.

12. Legal Obligations

Southwest Counseling agrees to comply with all local, state and federal laws, rules and regulations applicable to the delivery of the here to noted services.

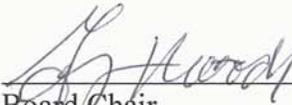
The City of Green River will indemnify and hold Southwest Counseling Service harmless from loss, damage or cost (including reasonable attorney fees) arising from the City of Green River actual or alleged wrongful acts or omissions in performing this Agreement. Southwest Counseling Service will indemnify and hold the City of Green River harmless from loss, damage or cost (including reasonable attorney fees) arising from Southwest Counseling Service actual or alleged wrongful acts or omissions in performing this Agreement.

13. Entire Agreement: Counterparts

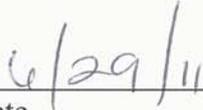
This agreement constitutes the entire agreement between the parties, and supersedes any and all prior verbal or written statements, promises and agreements between the parties with respect to the subject matter of this agreement. This agreement may be executed in one or more counterpart copies, each of which shall constitute an original and complete executed copy, without the production of the other copies.

This agreement becomes effective on July 1, 2011.

\_\_\_\_\_  
City of Green River  
50 East 2nd North  
Green River, WY 82935

  
\_\_\_\_\_  
Board Chair  
Southwest Counseling Service  
1124 College Drive  
Rock Springs, WY 82901

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## About Your EAP Program

Southwest Counseling Service has a direct contract with the City of Green River.

Your EAP provides one to eight sessions per family, per contract year. The fiscal year begins July 1st. If services continue past the eight sessions, the employee's insurance will be billed.

This contract covers full-time and part-time employees and members of their immediate family.

Certain exclusions may apply such as court ordered treatment, intensive outpatient services or residential treatment. Check with your human resources department to determine what specific exclusions may exist.

Administrative/  
Recovery Services  
2300 Foothill Blvd.  
Rock Springs, WY 82901  
(307) 352-6677

Outpatient Mental Health  
1124 College Rd.  
Rock Springs, WY 82901  
(307) 352-6680  
Fax (307) 352-6676

Psychosocial Services  
2706 Ankeny Way  
Rock Springs, WY 82901  
(307) 352-6689  
Fax (307) 352-6692

Rosen Recovery Center  
1414 9th St.  
Rock Springs, WY 82901  
(307) 352-6685  
Fax (307) 352-6686

Green River  
175 Riverview Dr.  
Green River, WY 82935  
(307) 872-3205  
Fax (307) 872-3207

*In addition to our regular office hours, evening appointments are available to meet your scheduling demands. If a personal crisis occurs, Southwest Counseling Service offers emergency assistance 24 hours per day, seven days per week. You can access this service by calling the local office number.*

Southwest Counseling Service  
CMAA Accredited

City of  
Green River

Employee  
Assistance  
Program

Community  
Mental Health &  
Substance Abuse  
Treatment

## What is an EAP?

Southwest Counseling Service and your employer recognize that personal problems may effect you both on and off the job. Usually, we deal with our problems effectively, however, there may be times when we need to seek outside, professional help and guidance.

The Employee Assistance Program (EAP), provided to you by your employer, allows you and your immediate family members to seek that help at Southwest Counseling Service.

There is no charge to you for the EAP service – it is provided by your employer as an employee benefit.

By providing a means of assisting employees in dealing with personal problems, your employer hopes to improve your quality of life both on and off the job.

## Why is an EAP Important?

Most personal problems do not go away during the work day. Resulting stresses can interfere with our ability to perform adequately at work or in other situations. Addressing problems through confidential counseling may reduce the stress an employee feels and may offer direction toward resolving the problem. We at Southwest Counseling Service can help address issues such as:

- Depression, anxiety or other emotional adjustments
- Divorce/separation adjustments
- Alcohol, drug misuse or abuse
- Family conflicts, communication difficulties
- Marital stresses
- Financial or legal referrals
- Behavior difficulties with children/adolescents
- Disorders requiring psychiatric treatment

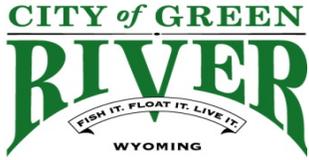
## How do I access my EAP?

The EAP is available when you need it. You, the employee, may request this confidential service at any time.

You may refer yourself to the program by directly contacting the EAP office for an appointment, or you may contact your Personnel Department to make the referral for you.

In some cases, because of impaired work performance, employees are referred to us by their supervisors. In these cases we will ensure you the same level of confidentiality that we provide self-referrals.

*Your employer can only receive information about your EAP counseling if you sign a release of information*



# CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: July 12, 2011	Submitting Department: Public Works
Meeting Date: July 19, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

**SUBJECT:** Approval of Final Deductive Change Order and Release of Retainage for the South East Teton Storm Drain Project.

**PURPOSE STATEMENT** The South East Teton Storm Drain Project has been completed. The Contractor, Jackman Construction Inc. has met all the requirements for closing out the Project. The last item is approval of the final Deductive Change Order and to release the retainage held by the City of Green River.

**BACKGROUND/ALTERNATIVES** Jackman Construction Inc. was the Contractor for the South East Teton Storm Drain Project. Final payment has been advertised and the date for final payment was July 19, 2011; no claims were received. The Project came in under budget.

**ATTACHMENTS** Advertisement and Change Order

**FISCAL IMPACT** Funds are available for Final Payment in line item 900-9101

**STAFF IMPACT** Minimal

**LEGAL REVIEW** Standard Project close out documents

**RECOMMENDATION** Staff recommends approval of the Final Deductive Change Order in the amount of \$23,090.40 and Release of Retainage in the amount of \$14,377.46 to Jackman Construction Inc.

**SUGGESTED MOTION** "I move to approve the Final Deductive Change Order in the amount of \$23,090.40 and Release of Retainage in the amount of \$14,377.46 to Jackman Construction Inc."

**CITY OF GREEN RIVER  
2010 SOUTH EAST TETON STORM DRAIN PROJECT  
NOTICE OF FINAL ACCEPTANCE**

To all persons, corporation or firms who have any claim for work done for or any materials furnished to Jackman Construction, Inc. for the City of Green River, 2010 South East Teton Storm Drain Project located in Sweetwater County, Wyoming.

You are hereby notified that the City of Green River has accepted as completed, according to plans and specifications and rules set forth in the Agreement between the City of Green River and the aforementioned Contractor, the work in connection with City of Green River 2010 South East Teton Storm Drain Project and that said Contractor is entitled to final settlement.

You are further notified that upon July 19, 2011, being the 41st day after the first publication of this Notice, City of Green River will pay Jackman Construction, Inc. the full amount due under said Contract, and in the event that your claim is not filed with said City of Green River prior to said July 19, 2011, the same shall be waived.

Dated this the 2nd day of June, 2011

(s) Jeffrey V. Nieters, City Clerk

Publish dates June 8, 15 and 22, 2011

# CHANGE ORDER

**PROJECT:** 2010 SOUTH EAST TETON STORM SEWER PROJECT

**DATE OF ISSUANCE:** July 19, 2011

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

**CONTRACTOR'S NAME:** Jackman Construction, Inc.  
**CONTRACTOR'S ADDRESS:** P.O. Box 218  
Rock Springs, WY 82902

**TYPE OF CONTRACT:** 2010 SOUTH EAST TETON STORM SEWER PROJECT

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

**Description:** The 2010 South East Teton Storm Sewer Project has been completed by Jackman Construction, Inc. Final Change Order #1 has been submitted for City Council approval.

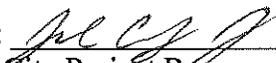
**Purpose of Change Order:** Adjust contract price to reflect as built work.

**Attachments:** Change Order Summary

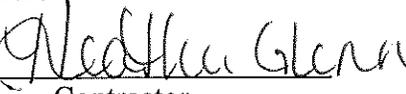
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<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIME:</b>
<b>Original Contract Price</b> \$166,865.00	<b>Original Contract Time</b> 45 Days
<b>Previous Change Orders No. <u>0</u></b>	<b>Net Change from previous Change Orders</b> 0 Days
<b>Contract Price prior to this Change Order</b> \$166,865.00	<b>Contract Time prior to this Change Order</b> 45 Days
<b>Net Increase (decrease) of this Change Order</b> (\$23,090.40)	<b>Net Increase (decrease) of this Change Order</b> 0 Days
<b>Contract Price with all approved Change Orders</b> \$143,774.60	<b>Contract Time with all approved Change Orders</b> 45 Days

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**RECOMMENDED:**  
by:   
City Project Representative

**APPROVED:**  
by: \_\_\_\_\_  
Owner

**APPROVED:**  
by:   
Contractor

**CITY OF GREEN RIVER**

**PROJECT:** 2010 SOUTH EAST TETON STORM SEWER PROJECT  
**APPLICATION NUMBER:** Final  
**DATE:** June 14, 2011  
**CONSTRUCTION PERIOD FROM:** NOVEMBER 9 THROUGH DECEMBER 24, 2010

**CONTRACTOR:** JACKMAN CONSTRUCTION, INC.  
**ADDRESS:** P.O. BOX 218  
 ROCK SPRINGS, WY 82902

**CHANGE ORDER SUMMARY**

NUMBER	DATE APPROVED	CONTRACT SUM		CONTRACT TIME		NET CHANGE	
		ADDITIONS	DEDUCTIONS	ADDITIONS	DEDUCTIONS	SUM	TIME
1	JULY 19, 2011	\$0.00	\$23,090.40	0 DAYS	0 DAYS	(\$23,090.40)	0 DAYS

**ORIGINAL CONTRACT AMOUNT** \$166,865.00  
**REVISED CONTRACT AMOUNT** \$143,774.60  
**ORIGINAL COMPLETION TIME** DECEMBER 24, 2010  
**REVISED COMPLETION TIME** MAY 26, 2011

**PAYMENT SUMMARY**

NUMBER	APPLICATION DATE	WORK STORED		WORK COMPLETE		TOTAL WORK STORED & COMPLETE	
		AMOUNT	RETAINED	AMOUNT	RETAINED	AMOUNT	PAYMENT
1	DECEMBER 21, 2010	\$0.00	\$0.00	\$58,961.00	\$5,896.10	\$58,961.00	\$53,064.90
2	JANUARY 18, 2011	\$0.00	\$0.00	\$134,452.60	\$13,445.26	\$134,452.60	\$121,007.34
3	JUNE 21, 2011	\$0.00	\$0.00	\$143,774.60	\$14,377.46	\$143,774.60	\$129,397.14
Final	JULY 19, 2011			\$143,774.60	\$0.00	\$143,774.60	\$143,774.60

AMOUNT APPLIED FOR THIS PERIOD: \$14,377.46

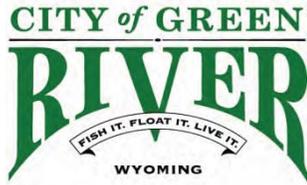
**FOR CITY USE ONLY**

ACCOUNT NO: 15-900-9101 CC78858  
 AMOUNT APPROVED: \$14,377.46  
 DEPARTMENT:  
 APPROVED BY:

APPLICATION SUBMITTED BY:

*Glenn*  
 (Name)

*cap sec.*  
 (Title)



## City Council Meeting Agenda Documentation

Preparation Date: 7/13/11	Submitting Department: Administration
Meeting Date: 7/19/11	Department Director: Barry Cook
<b>CONSENT AGENDA</b>	Presenter: Barry Cook

**SUBJECT      COMMUNITY FUNDING AGREEMENTS**

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**PURPOSE STATEMENT**

Authorize the Mayor to sign the funding agreements with community service groups for the 2011-12 year.

**BACKGROUND - ALTERNATIVES**

Funding was appropriated for these community service groups at the June 14, 2011 budget adoption meeting.

**ATTACHMENTS**

Contracts for Services

**FISCAL IMPACT    \$199,300**

Southern WY RSVP	\$ 1,000	Flaming Gorge Days Inc	\$10,000
Green River Food Bank	\$20,000	Chamber of Commerce	\$86,000
Golden Hour Senior Center	\$10,600	Drug Treatment Court	\$ 6,000
Youth Home	\$ 8,000	STAR Transit	\$17,200
Family Resource Center	\$ 5,500	SW-WRAP BNEA Kids	\$10,000
Child Development Center	\$25,000		

**STAFF IMPACT**

N/A

**LEGAL REVIEW**

Legal counsel is reviewing the contracts.

**RECOMMENDATION**

Authorize the Mayor to sign the contracts.

**SUGGESTED MOTION**

I MOVE to authorize the Mayor to sign the community funding agreements for 2011-12.

## CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2011, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and Southern Wyoming Retired and Senior Volunteer Program , hereinafter "RSVP."

In consideration of the mutual covenants hereinafter set forth, the parties agree:

1. The City shall pay to RSVP the sum of \$1,000 for the fiscal year beginning July 1, 2011, and ending June 30, 2012.
2. RSVP shall use the funds from the City as match for Corporation for National and Community Service federal funding and will be used for volunteer expenses only.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

SOUTHERN WYOMING RETIRED AND  
SENIOR VOLUNTEER PROGRAM

By: Kevin D. Y. Mess  
Title: BSVP Director

## CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2011, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and the Food Bank of Sweetwater County in Green River, Wyoming, hereinafter "Food Bank."

WHEREAS, the Food Bank provides food for the hungry in Green River; and

WHEREAS, it is deemed important by the Governing Body of the City of Green River to provide basic needs to citizens in our community:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City shall pay to the Food Bank the sum of \$20,000 for the fiscal year beginning July 1, 2011, and ending June 30, 2012.
2. In consideration of the foregoing payment, the Food Bank will distribute food to the hungry in Green River.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set forth herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and

the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

FOOD BANK OF SWEETWATER COUNTY

By: Dennis Beathurst

Title: BOARD CHAIR

## CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2011, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and Golden Hour Senior Center, hereinafter "Senior Center."

WHEREAS, the Senior Center provides home-delivered meals and low-income assistance for senior citizens in need in Green River; and

WHEREAS, it is deemed important by the Governing Body of the City of Green River to help provide basic needs to senior citizens in our community:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City shall pay to the Senior Center the sum of \$10,600 for the fiscal year beginning July 1, 2011, and ending June 30, 2012.
2. The Senior Center shall budget, appropriate, and expend said sum for the sole purpose of providing low-income assistance and home-delivered meals to citizens of Green River.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such

waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

- 5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

GOLDEN HOUR SENIOR CENTER

By: P. Dean Makie  
Title: Director

## CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2011, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and Youth Home, Inc., hereinafter "Youth Home".

WHEREAS, the Green River Youth Home serves troubled youth between the ages of 10 and 18 years by providing community-based residential group care for those in need of an out-of-home placement in Green River; and

WHEREAS, the Youth Home program is designed to provide a physically and emotionally healthy atmosphere where problems of troubled youth and their families can be decreased; and

WHEREAS, it is deemed by the Governing Body of the City of Green River to be in the best interest of the community to assist troubled youth in our community:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City shall pay to the Youth Home the sum of \$8,000 for the fiscal year beginning July 1, 2011, and ending June 30, 2012.
2. The Youth Home shall budget, appropriate and expend said sum for the purchase of food and reward incentives for the residents of the Green River Youth Home.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.

4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.
  
5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

YOUTH HOME, INC.

By: David E. Thorne  
Title: Executive Director

## CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19th day of July, 2011, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and Sweetwater Family Resource Center, hereinafter "Family Resource Center".

WHEREAS, the Family Resource Center serves families of Green River through their Family Visitation, Family Support, and Youth Accountability programs; and

WHEREAS, the Family Visitation program enables children to spend time with non-custodial parents; and

WHEREAS, the Family Support program offers classes in parenting, managing personal finances, and anger management; and

WHEREAS, the Youth Accountability program works with Juvenile Probation to help youth understand and address wrongs done; and

WHEREAS, it is deemed important by the Governing Body of the City of Green River to support programs for families in crisis in our community:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City shall pay to the Family Resource Center the sum of \$5,500 for the fiscal year beginning July 1, 2011, and ending June 30, 2012.
2. The Family Resource Center shall use the City funds to pay the lease for office space and for operational expenses in Green River.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any presentations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly

executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

SWEETWATER FAMILY RESOURCE CENTER

By: K Sherman  
Title: Board President

## CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 19<sup>th</sup> day of July, 2011, by and between the City of Green River, Sweetwater County, Wyoming, a Municipal Corporation, hereinafter "City", and the Sweetwater County Child Developmental Center, hereinafter "CDC."

WHEREAS, the CDC serves children from birth to the age of five years who have disabilities or are at-risk of not being ready for kindergarten; and

WHEREAS, it is deemed by the Governing Body of the City of Green River to be in the best interest of the community that services for early childhood development be provided:

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City shall pay to the CDC the sum of \$25,000 for the fiscal year beginning July 1, 2011 and ending June 30, 2012.
2. CDC shall budget, appropriate, and expend said sum for staff salaries, rent, utilities, and educational supplies for the children.
3. This agreement contains the entire understanding of the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set for the herein and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.
4. No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement,

or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this section may not be waived except as herein set forth.

5. All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation,

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

SWEETWATER COUNTY CHILD  
DEVELOPMENTAL CENTER

By: 

Title: CHAIRMAN, SCCDC

## CONTRACT FOR SERVICES

This agreement entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Green River, Wyoming, a Wyoming Municipal Corporation and Flaming Gorge Days, Inc., a Wyoming Non-Profit Corporation.

WHEREAS, the City is desirous of utilizing the services of Flaming Gorge Days, Inc. for the purpose of promoting and providing a quality event in Green River for residents and visitors; and

WHEREAS, the City is willing to help pay for the Flaming Gorge Days events with a fair and valuable consideration for the rendering of such services; and

WHEREAS, Flaming Gorge Days, Inc. is desirous of rendering such services in return for a fair and valuable consideration;

NOW THEREFORE, it is agreed between the parties as follows:

- I. The City shall pay to Flaming Gorge Days, Inc. the sum of \$10,000 for the fiscal year beginning July 1, 2011 and ending June 30, 2012.
- II. Flaming Gorge Days, Inc. shall provide the following services:
  1. Hold a quality festival during the last weekend of June, beginning with the Golf Tournament on Thursday, multiple events on Friday, including but not limited to: 3-on-3 Basketball Tournament, Kids Games, Festival in the Park and a concert with mainstream recognition; multiple events on Saturday, including but not limited to: 3-on-3 Basketball Tournament, Kids Games, Festival in the Park, Dodge Ball, Volleyball Tournament, Horseshoe Tournament and a concert with mainstream recognition.
  2. The City of Green River will be listed as a Major Sponsor on all promotional material, the Flaming Gorge Days website, entry forms, and when possible mentioned during radio and television promotions as well as announced at events.
- III. It is understood and agreed that in the event of an unforeseen economic emergency, the Governing Body of the City shall have absolute authority to cancel this Agreement by affording 24-hour written notice to Flaming Gorge Days, Inc.

IV. This document constitutes the entirety of the Agreement between the parties.

CITY OF GREEN RIVER

FLAMING GORGE DAYS, INC.

\_\_\_\_\_  
Mayor  
ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
ATTEST  
City Clerk

\_\_\_\_\_  
Secretary

## CONTRACT FOR SERVICES

This agreement entered into this \_\_\_\_\_ day \_\_\_\_\_ of 2011, by and between the City of Green River, Wyoming a Wyoming Municipal Corporation and the Green River Chamber of Commerce, a Wyoming Non-Profit Corporation.

WHEREAS, The City is desirous of utilizing the services of the Chamber for the purpose of promoting and furthering the economic well-being of the residents of the City, and;

WHEREAS, the City is willing to pay to the Chamber a fair and valuable consideration for the rendering of such services, and;

WHEREAS, the Chamber is desirous of rendering such services in return for a fair and valuable consideration.

NOW THEREFORE, it is agreed between the parties as follows:

I. The City shall pay to the Chamber for the fiscal year beginning July 1, 2011 and ending June 30, 2012 the sum of \$ **86,000.00**. Said sum shall be paid to the Chamber in four quarterly payment of \$**21,500.00** due, October 1, 2011, January 1, 2012, April 1, 2012 & July 1, 2012.

II. The Chamber shall provide the following services:

**A. General Marketing of the City of Green River through the following services: \$17,000.00**

1. Inquiries by mail for tourism and relocation information, including businesses, individuals, students, and others.
2. Preparation of packets for conventions, including cost of litter bag containers, Green River and Wyoming pins, brochures, and other items.
3. Help in obtaining and assistance with, conventions, meetings, tournaments, etc.
4. Distribution of area information throughout the state and country including visitor's centers and Chambers of Commerce. Articles and information in various travel guides and tourism publications.

Local distribution of State highway maps, local brochures, historical trails and sites brochures, and Lake Flaming Gorge maps.

Distribution of city and area materials at travel and trade shows.

**B. Assistance in Development and Promotion of Community Events. \$32,000.00**

1. Community Christmas Program
  - a. Organization, staffing and materials for Adopt –A-Tree program
  - b. Organization, staffing and materials for Lighted Kiddie Parade
  - c. Organization, staffing and materials for “Top Ten Shopping Ideas for the Holidays”
  
2. Community Activities that may arise that are in the realm of Chamber goals, including but not limited to:
  - a. Rodeo and Roping Events
  - b. Flaming Gorge Days
  - c. Public meetings and political forums
  - d. River Festival
  - e. Horse oriented events
  - f. Art on the Green
  - g. Archery activities
  - h. Mountain Bike Jam
  
3. Coordination of local events and activities committee, including compilation of schedule of events and local promotion
  
4. Direct Assistance to the City
  - a. Grants for City or Community Projects and Events
  - b. Coordination of programs that benefit Green River
  - c. Coordination of Wild Horse Loop Tour. Acting as the City’s liaison with the, BLM, County and Rock Springs Chamber.
  - d. Coordination of City wide clean up
  - e. Coordination and partnership efforts with the County and City of Rock Spring regarding the renewal of the 6<sup>th</sup> Penny and facilitating the choice of worthy projects
  
5. Coordination of Wild Horse viewing area in the City limits.
  
6. Maintenance of Events Sign located on 1155 W. Flaming Gorge Way.

**C. Business Services \$33,430.00**

1. Business Retention
  - a. Directory of Chamber businesses

- b. Upgrade and maintain web site, keeping events and membership current.
- c. Educational Services to help businesses
- d. First Dollars Awards, Grand Openings, and Ribbon Cuttings
- e. Green River Gift Certificates
- f. Co-sponsor educational seminars with WWCC, Small Business Development Center, and Wyoming Business Council
- g. Actively work with Main Street- Urban Renewal Agency liaison
- h. Newsletter
- i. Customer Service Luncheons
- j. "Red Carpet Award" excellent customer service recognition

2. Attracting new business

- a. Assist with and keep current City Demographics and Profile
- b. Assistant to businesses wishing to relocate in the area through local information and personal contacts.
- c. Distribution of information and assistance to industry wishing to relocate in area

3. Tourism Efforts

- a. Development of tourism brochures and information
- b. Serve on Sweetwater County Travel & Tourism's Convention Recruitment Committee
- c. Assistance with Historic Trails promotion, fulfillment, tours, talks, and events
- d. Representation in tourism associations including:
  - Wyoming Travel Industry Coalition
  - Flaming Gorge Scenic By-way Committee
  - Wild Horse Loop Tour Partnership
- e. Direct contact with the State Wyoming Department of Tourism providing information and assistance on behalf of Green River to all departments, including coordination of Familiarization tours, calendar of events, etc.
- f. Staff and maintain information center located at 1155 W. Flaming Gorge Way and provide information.
- g. Work with Rock Springs Chamber of Commerce, Bureau of Land Management, and US Forest Service, Sweetwater County in county-wide efforts
- h. Purchase of computers & software upgrades

**D. Education Assistance for Chamber Staff** **\$3,570.00**

**Total** **\$86,000.00**

The Green River Chamber of Commerce also provides many services to Green River residents from which the City receives indirect benefits. These include: maintaining an information office; Chamber involvement in City, County, regional, and statewide activities; events and news in the Chamber's newsletters and monthly newspaper column; the listing of community events and attractions on the events sign; maintaining and updating Website information; and the Chamber ambassadors, the Hole in the Wall Gang, which serve as hospitality ambassadors for the City at numerous functions.

III. It is understood and agreed that in the event of an unforeseen economic emergency, the governing body of the City shall have absolute authority to cancel this Agreement by affording 24-hour written notice to the Chamber.

IV. This document constitutes the entirety of the Agreement between the parties.

CITY OF GREEN RIVER

GREEN RIVER CHAMBER OF COMMERCE

\_\_\_\_\_  
Mayor  
ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

## CONTRACT FOR SERVICES

**THIS AGREEMENT**, entered into this 7<sup>th</sup> day of July, 2011, by and between the City of Green River, Wyoming, and the Treatment Court Foundation of Sweetwater County, whose offices are in the Circuit Court of the Third Judicial District at Green River, Wyoming.

**WHEREAS**, the Treatment Court Foundation of Sweetwater County administers a court supervised Treatment Court program authorized by Wyoming Statutes: and

**WHEREAS**, the Governing Body, City of Green River, recognizes that the Treatment Court Program administered by the Treatment Court Foundation of Sweetwater County has benefit to the City, its residents, taxpayers, citizens and constituents.

**NOW, THEREOFRE**, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. The Treatment Court Foundation of Sweetwater County shall, during the fiscal year beginning July 1, 2011, and ending June 30, 2012, provide the following services to such City personnel, at such times as designated by the City Administrator:
  - A. Education regarding the ten key components of a drug court treatment program.
  - B. Education regarding the differences in operations of drug courts and criminal courts.
  - C. Education regarding the operations and procedures of the Treatment Court Program of Sweetwater County, Green River, Wyoming.
  - D. Education regarding the process of case referrals to the Treatment Court Program.
  - E. Education regarding applicable procedures when a Treatment Court Program has a police contact.
  - F. Ongoing information regarding the operations of the Treatment Court Program of Sweetwater County.

2. The City of Green River shall pay to the Treatment Court Foundation of Sweetwater County for the performance of the aforementioned services the sum of \$6,000.00 during the fiscal year beginning July 1, 2011, and ending June 30, 2012.

3. This writing constitutes the entire agreement between the parties.

CITY OF GREEN RIVER, WYOMING

By: \_\_\_\_\_  
Mayor

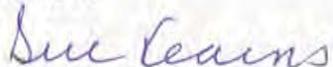
ATTEST:

\_\_\_\_\_  
City Clerk

TREATMENT COURT FOUNDATION  
OF SWEETWATER COUNTY  
GREEN RIVER, WYOMING

By:   
President

ATTEST:

  
Secretary

**SWEETWATER COUNTY TRANSIT AUTHORITY  
SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into as of the first day of July 2011, between the **Sweetwater Transit Authority Resource**, hereinafter referred to as **STAR**, and the **City of Green River, Sweetwater County, Wyoming**

WHEREAS, STAR is willing and capable of providing public transportation in Sweetwater County, Wyoming

NOW, THEREFORE, for and in consideration of mutual promises and agreement hereinafter set forth, STAR and the City of Green River agree as follows:

**TERM:**

The term of this agreement shall be for a period of twelve (12) months, which shall start on July 1, 2011 and end June 30, 2012.

**REGULATORY COMPLIANCE:**

Rules and regulations governing service provision contracts entered into by the City include the requirement that any organization receiving public funds for the purpose of providing public transportation shall record minutes of all its meetings. STAR hereby agrees to record minutes of all its meetings. Minutes shall be available for public inspection during regular business hours upon request.

**SERVICES TO BE PERFORMED BY THE CITY OF GREEN RIVER**

The City of Green River agrees to reimburse STAR in an amount not to exceed the City's 2012 fiscal year appropriation of \$17,200.00 for expenses incurred in providing a deviated fixed route. Vouchers for reimbursement must be provided by STAR to the City quarterly.

**PAYMENT OF MONEY:**

The parties agree that STAR will prepare vouchers and submit them to the City Treasurer during the first month of each quarter for the sum of one-fourth of the total allocated amount for the fiscal year.

**SERVICE TO BE PERFORMED BY STAR**

STAR agrees to provide transportation through a Deviated Fixed Route service to the residents of Sweetwater County, Wyoming.

Once a quarter STAR will report to the City of Green River as to the progress of providing deviated fixed route service to Sweetwater County, Wyoming.

**MODIFICATION:**

No waiver or modification of this agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party against whom such covenant, condition or limitation is enforceable.

**MISCELLANEOUS:**

This contract contains the complete agreement concerning the agreement between the parties:

**SWEETWATER COUNTY  
TRANSIT AUTHORITY**

By: Stephen J. Shan Date: 6/22/11  
Board Chair

**CITY OF GREEN RIVER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Administrator



Home to the United Way of SW-Wyoming's  
First Call for Help (FC4H) Program

Service Provider for the Wyoming  
Aging & Disability Resource Center



## MEMORANDUM OF UNDERSTANDING



### FOR PROGRAMS AND FACILITIES USAGE BETWEEN SWEETWATER COUNTY (WYOMING) SCHOOL DISTRICT #2 AND THE CITY OF GREEN RIVER'S SW-WRAP Basic Needs and Emergency Assistance (BNEA)-Kids PROGRAM

THIS AGREEMENT is made this 6th day of July, 2011 by and between the City of Green River's SW-WRAP BNEA-Kids program ("SW-WRAP") and SWEETWATER COUNTY SCHOOL DISTRICT #2 (District) for the period of one year.

WHEREAS, the parties desire to provide basic needs and emergency assistance to District children and their families who are in crisis, as well as youth enrichment activities, and youth engagement activities assistance to children enrolled in SCSD #2.

NOW, THEREFORE, in consideration of these premises,

In cooperation with the District, to achieve the goals envisioned by this MOU, SW-WRAP shall:

1. Provide voucher, brief intervention and referral assistance through its City funded BNEA-Kids program and its TANF funded BNEA-TANF program to assist families in crisis who have children attending grades K-12 in the District.
2. Provide basic immediate needs such as emergency shelter, household maintenance supplies, prescriptions, over the counter health & medicinal remedies, minor medical supplies and care, and transportation for parents or guardians of District students, who are required to accept or retain a job, or for other critical needs.
3. Provide brief intervention services on behalf of BNEA-Kids & BNEA-TANF families to consist of advocacy and case management in working with social services and community service providers.
4. Provide educational and recreational voucher assistance to BNEA-Kids & BNEA-TANF (students) to attend special City and county programs (activity & registration fees, passes) and recreational events that facilitate recovery from crisis situations.
5. Provide voucher based assistance for supplies and materials related to Youth Enrichment & Engagement activities.
6. Provide Information & Referral Services for consumers throughout Southwest Wyoming through its toll free number for the First Call for Help call center program.

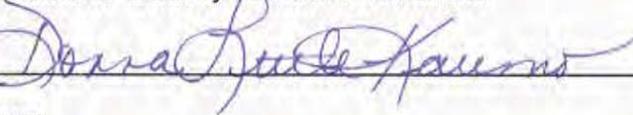
7. Maintain commercial insurance on facilities used by SW-WRAP program to deliver quality services to the District community

In cooperation with the City, to achieve the goals envisioned by this MOU, the district shall:

1. Provide free usage of the District's facility located at 280 Monroe Avenue, consisting of office space, bathrooms and a break room, with provision to pay a percentage of utilities per separate agreement with SCSD#2.
2. Provide and promote collaboration between school counselors and/or other school administration personnel to identify and qualify those students and their families who are in crisis
3. Maintain Releases of Information and Confidentiality on BNEA-Kids and District recipients
4. Allow and support the City SW-WRAP administration to provide District approved informational flyers to promote the BNEA-Kids service, to be distributed to students and posted at District sites and facilities

This MOU is established between the City of Green River SW-WRAP BNEA program (BNEA-Kids) to ensure that both entities will provide quality services and facility usage to the Green River community at the lowest possible cost.

Sweetwater County School District #2

By:  Date: July 6, 2011

ATTEST:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

City of Green River, Wyoming

Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_ Date: \_\_\_\_\_

SW-WRAP

CEO:  Date: 7/7/2011

ATTEST:  
By: \_\_\_\_\_ Date: \_\_\_\_\_