

SUICIDE PREVENTION WEEK PROCLAMATION

WHEREAS, World Suicide Prevention Day is recognized internationally and supported by the World Health Organization on September 10th of each year, and National Suicide Prevention Week is September 4th – 10th, 2011; and

WHEREAS, it is estimated that 4.6 million people in the United States have lost a loved one to suicide; and

WHEREAS, a person dies by suicide every 15.2 minutes in the United States; and

WHEREAS, suicide is currently the eighth leading cause of all deaths in Wyoming and the second leading cause of death among young people 15 – 24 years old in Wyoming; and

WHEREAS, Sweetwater County has the 3rd highest suicide rate in the state of Wyoming; and

WHEREAS, the stigma associated with mental illness and suicide works against suicide prevention by discouraging persons at risk from seeking life-saving help; and

WHEREAS, a great many suicides are preventable, and countywide suicide awareness programs and prevention efforts should be developed or expanded; and

WHEREAS, organizations like the American Association of Suicidology and the local Grass Roots Initiative to Prevent Suicide offer educational programs and intervention and bereavement services; and

WHEREAS, the City of Green River recognizes suicide as a public health problem and suicide prevention as a community responsibility:

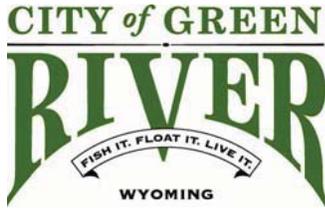
NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby proclaim September 4-10, 2011

SUICIDE PREVENTION WEEK

in Green River and urge all citizens to raise their awareness, learn the warning signs and help prevent suicide by encouraging those at risk to seek life-saving help.

IN WITNESS WHEREOF I have hereunto set my hand this 16th day of August, 2011.

MAYOR HANK CASTILLON



City of Green River City Council Meeting Agenda Documentation

Preparation Date: August 9, 2011	Submitting Department: Parks and Recreation
Meeting Date: August 16, 2011	Department Director: Allan Wilson
	Presenter: Brenda Roosa

Subject: Consideration of discount admission fee for military personnel at the Green River Recreation Center

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

Purpose Statement

To allow for consideration of a discounted admission fee for military personnel for usage of the Green River Recreation Center.

Background/Alternatives

During budget preparations for Fiscal Year 2011-2012 fees for adults and youth utilizing the Recreation Center were approved as follows:

Adult	Daily	\$4.50
Adult	Monthly	\$30
Adult	Annual	\$300
Youth	Daily	\$2.50
Youth	Monthly	\$20
Youth	Annual	\$170

Attachments

Resolution

Fiscal Impact

Slight reduction in collection of revenue

Staff Impact

N/A

Legal Review

N/A

Recommendation

Based on Governing Body direction, staff recommends that Mayor and City Council offer a reduced rate for active military personnel from the adult rate to the youth rate for usage of the Green River Recreation Center. All military personnel carry a white photo identification card that identifies them as military personnel and this id would be required for the discount to be applied.

Suggested Motion

I move to approve the resolution to institute a military rate equal to that of the youth rate for usage of the Green River Recreation Center for active duty military personnel.

Resolution No. R11-___

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN AMENDMENT FOR RESOLUTION NUMBER R11-32 WHICH ADOPTED THE SCHEDULE OF FEES CHARGED FOR SERVICES, PRODUCTS, LICENSES, RENTALS, ETC. FOR THE CITY OF GREEN RIVER, WYOMING, FOR THE FISCAL YEAR BEGINNING JULY 1, 2011 AND ENDING JUNE 30, 2012.

Whereas, to amend resolution R11-32 as follows;

Active Military Personnel	_____	
Daily	_____	\$ 2.50
Monthly	_____	\$ 20.00
Annually	_____	\$ 170.00

Whereas, to make the above amendment effective August 17, 2011;

NOW THEREFORE, be it resolved by the Governing Body of the City of Green River, State of Wyoming, that the rates, fees, and charges in the attached Schedule of Fees, as amended, are hereby adopted for the fiscal year beginning July 1, 2011 and ending June 30, 2012.

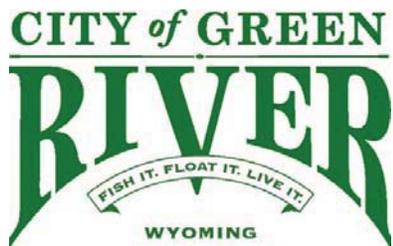
PASSED, APPROVED AND ADOPTED THIS 16th DAY OF AUGUST, 2011

Signed

H. Castillon, Mayor

Attest:

Jeffrey V Nieters, City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: August 10, 2011	Submitting Department: Finance
Meeting Date: August 16, 2011	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject:

Resolution to correct two projects carryover amounts

Purpose Statement

To approve a resolution to carryover the correct amounts for two projects in the amount of \$925,343 in the Capital Projects Fund

Background/Alternatives

During the budget process for fiscal year 2012, no projects were carried over into the current fiscal year. During the calculations of the 2012 carryover, two revenue accounts from the SLIB program need adjusted. The FMC Road Improvement Project for \$221,554 and the SE Water Expansion Project for \$703,789

Attachments

Resolution

Fiscal Impact

\$925,343

Staff Impact

Not applicable

Legal Review

None

Recommendation

Approval of the resolution in the amount of \$925,343

Suggested Motion

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase the revenue budget in the Capital Projects Funds for carryover adjustments in the amount of \$925,343

Resolution No. R11-

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN REVENUE BUDGET IN THE CAPITAL PROJECTS FUNDS FOR CARRYOVER ADJUSTMENTS IN THE AMOUNT OF \$925,343

Whereas, to increase the revenue budget authority in the Capital Projects Fund: line item 15-000-4822 (FMC Road Improvement Revenue) in the amount of \$221,554

And whereas, to increase the revenue budget authority in the Capital Projects Fund: line item 15-000-4832 (SE Water Expansion Revenue) in the amount of \$703,789

And whereas, to increase the un-appropriated Fund Balance in the Capital Projects Fund in the amount of \$925,343

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.

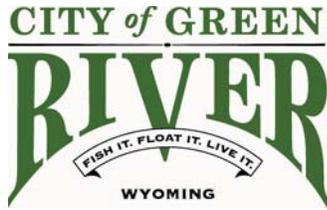
PASSED, APPROVED AND ADOPTED THIS 16th DAY OF AUGUST, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 8/08/11	Submitting Department: Community Development
Meeting Date: 8/16/11	Department Director: Laura Hansen
	Presenter: John Dahlgren

Subject: Creation of a joint Green River URA/Main Street Board

Purpose Statement: To formally join the URA and Main Street Board as suggested by the Wyoming Main Street Board of Advisers

Background/Alternatives: In the letter dated June 22, 2011, the Wyoming Main Street Board of Advisers recommended joining the URA and the Main Street boards to “eliminate confusion of programs and also finances; better utilize the limited resources of people (board members); create a much stronger board; and reduce the stress and workload of staff who can then fully concentrate on revitalizing your downtown.” This resolution follows through on that recommendation.

Attachments: Resolution. State Statute on Urban Renewal as referenced in the Resolution

Fiscal Impact: NA. Both boards are currently budgeted.

Staff Impact: NA

Legal Review: Pending review

Recommendation: Approval of the resolution

Suggested Motion: I move to approve the resolution creating the combined the Green River URA/Main Street Board.

CHAPTER 9 - URBAN RENEWAL

ARTICLE 1 - URBAN DEVELOPMENT

15-9-101. Short title.

This chapter may be cited as the "Wyoming Urban Renewal Code."

15-9-102. Legislative findings.

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

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

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

15-9-103. Definitions.

(a) As used in this chapter, unless a different meaning is clearly indicated by the context:

(i) "Agency" or "urban renewal agency" means a public agency created by W.S. 15-9-134;

(ii) "Area of operation" means the area within the corporate limits of the municipality and the area within five (5) miles of those limits, except that it does not include any area which lies within the territorial boundaries of another incorporated city or town unless a resolution has been adopted by the governing body of the other city or town declaring a need therefor;

(iii) "Blighted area" means an area which by reason of the presence of a substantial number of slums, deteriorated or deteriorating structures, predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessments, delinquency exceeding the fair value of the land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or any combination of those factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use. However, if the blighted area consists of open land, the conditions contained in W.S. 15-9-110(b) apply and any disaster area referred to in W.S. 15-9-112 constitutes a "blighted area";

(iv) "Bonds" means any bonds, notes, interim certificates, certificates of indebtedness, debentures or other obligations;

(v) "Clerk" means the clerk or other official of the municipality who is the custodian of the official records of the municipality;

(vi) "Council" or "commission" means a council, board, commission, department, division, office, body or other unit of the municipality;

(vii) "Federal government" means the United States of America or any agency or instrumentality thereof;

(viii) "Local governing body" means the commission, council or other legislative body charged with governing the municipality;

(ix) "Mayor" means the mayor of a municipality or other officer or body having the duties customarily imposed upon the executive head of a municipality;

(x) "Municipality" means any incorporated or chartered city or town as established under Wyoming law;

(xi) "Obligee" means any bondholder, agents or trustees for any bondholders, or lessor demising to the municipality, property used in connection with an urban renewal project, or any assignee or assignees of the lessor's interest or any part thereof, and the federal government if it is a party to any contract with the municipality;

(xii) "Person" means any individual, firm, partnership, corporation, company, association, joint stock association or body politic and includes any trustee, receiver, assignee or other person acting in a similar representative capacity;

(xiii) "Public body" means the state, or any county, municipality, board, commission, authority, district or any other subdivision or public body thereof;

(xiv) "Public officer" means any officer who is in charge of any department or branch of the government of the municipality relating to health, fire, building regulations or any other activities concerning dwellings in the municipality;

(xv) "Real property" means all lands, including improvements and fixtures thereon, and property of any nature appurtenant thereto, or used in connection therewith, and every estate, interest, right and use therein, including terms for years and liens by way of judgment, mortgage or otherwise;

(xvi) "Slum area" means an area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of those factors is conducive to ill health and is detrimental to the public safety, morals or welfare;

(xvii) "Urban renewal area" means a slum area or a blighted area or a combination thereof which the local governing body designates as appropriate for an urban renewal project;

(xviii) "Urban renewal plan" means a plan, as it exists from time to time, for one (1) or more urban renewal areas, or for any urban renewal project, which:

(A) Conforms to the general plan for the municipality as a whole, except as provided in W.S. 15-9-112, and is consistent with definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities and other public improvements; and

(B) Is sufficiently complete to indicate land acquisition, demolition and removal of structures, redevelopment, improvements and rehabilitation as may be proposed to be carried out in the urban renewal area, zoning and planning changes, if any, land used, maximum densities and building requirements.

(xix) "Urban renewal project" includes undertakings and activities of a municipality in one (1) or more urban renewal areas for the elimination and for the prevention of the development or spread of slums and blight, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban

renewal area, or any combination or part thereof in accordance with an urban renewal plan.

The undertakings and activities may include:

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

15-9-104. Private enterprise to be preferred; when considered.

- (a) A municipality, to the greatest extent it determines to be feasible in carrying out the provisions of this chapter and consistent with its needs, shall afford maximum opportunity to the rehabilitation or redevelopment of the urban renewal area by private enterprise. A municipality shall give consideration to this objective in exercising its powers under this chapter, including the:
 - (i) Formulation of a workable program;
 - (ii) Approval of communitywide plans or programs for urban renewal and general neighborhood renewal plans (consistent with the general plan of the municipality);
 - (iii) Exercising of its zoning powers;
 - (iv) Enforcement of other laws, codes and regulations relating to the use of land and the use and occupancy of buildings and improvements;
 - (v) Disposition of any property acquired; and
 - (vi) Provision of necessary public improvements.

15-9-105. Workable program; formulation; objectives and provisions thereof.

(a) For the purposes of this chapter a municipality may formulate for itself a workable program for utilizing appropriate private and public resources to:

- (i) Eliminate and prevent the development or spread of slums and urban blight;
- (ii) Encourage needed urban rehabilitation;
- (iii) Provide for the redevelopment of slum and blighted areas; or
- (iv) Undertake any of those activities or other feasible municipal activities as may be suitably employed to achieve the objectives of a workable program.

(b) A workable program may include provisions for the:

- (i) Prevention of the spread of blight through diligent enforcement of housing, zoning and occupancy controls and standards;
- (ii) Rehabilitation or conservation of slum and blighted areas or portions thereof by:
 - (A) Replanning;
 - (B) Removing congestion;
 - (C) Providing parks, playgrounds and other public improvements;
 - (D) Encouraging voluntary rehabilitation; and
 - (E) Compelling the repair and rehabilitation of deteriorated or deteriorating structures.
- (iii) Clearance and redevelopment of slum and blighted areas or portions thereof.

15-9-106. Initiative resolution; how adopted; findings.

(a) No municipality shall exercise the authority conferred upon municipalities by this chapter until the local governing body, on its own motion or by virtue of a petition signed by twenty-five (25) or more electors of the municipality, has adopted a resolution finding that:

- (i) One (1) or more slum or blighted areas exist in the municipality; and
- (ii) The rehabilitation, conservation, redevelopment or a combination thereof of the area or areas is necessary in the interest of the public health, safety, morals or welfare of the residents of the municipality.

15-9-107. Preliminary requirements for projects; generally.

An urban renewal project for an urban renewal area shall not be planned or initiated unless the governing body, by resolution, has determined the area to be a slum area or a blighted area or a combination thereof and designated it as appropriate for an urban renewal project. A municipality shall not acquire real property for any urban renewal project unless the local governing body has approved the urban renewal project in accordance with W.S. 15-9-110.

15-9-108. Preliminary requirements for projects; preparation of plan; review by commission.

A municipality may prepare an urban renewal plan or have one prepared by the urban renewal agency established in W.S. 15-9-134. Any person or agency may also submit an urban renewal plan to a municipality. Prior to approving an urban renewal project, the local governing body shall submit the urban renewal plan to the planning commission of the municipality, if any, for review and recommendations as to its conformity with the general plan for the development of the entire municipality. The planning commission shall submit its written recommendations with respect to the proposed urban plan to the local governing body within thirty (30) days after receipt of the plan for review. Upon receipt of the planning commission recommendations, or if no recommendations are received within thirty (30) days, the local governing body may proceed with the hearing on the proposed urban renewal project in accordance with the provisions of W.S. 15-9-109.

15-9-109. Preliminary requirements for projects; hearing; publication and contents of notice.

(a) The local governing body, under rules or procedures it determines, shall hold a public hearing on any urban renewal project.

(b) A notice of the hearing shall be published in a newspaper having a general circulation in the area of operation of the municipality for two (2) successive weeks, with the last publication thereof to be at least five (5) days prior to the hearing.

The notice shall:

- (i) Describe the time, date, place and purpose of the hearing;
- (ii) Generally identify the urban renewal area covered by the plan; and
- (iii) Outline the general scope of the urban renewal project under consideration.

15-9-110. Preliminary requirements for projects; approval by and findings of governing body.

(a) Following the hearing specified in W.S. 15-9-109, the local governing body may approve an urban renewal project and the plan therefor if it finds that:

(i) A feasible method exists for the relocation of families who will be displaced from the urban renewal area in decent, safe and sanitary dwelling accommodations within their means and without undue hardship to those families;

(ii) The urban renewal plan conforms to the general plan of the municipality as a whole;

(iii) The urban renewal plan gives due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety and welfare of children residing in the general vicinity of the site covered by the plan;

(iv) The urban renewal plan affords maximum opportunity, consistent with the municipality's needs, for the rehabilitation or redevelopment of the urban renewal area by private enterprise.

(b) If the urban renewal area consists of an area of open land to be acquired by the municipality, the area shall not be so acquired unless:

(i) If it is to be developed for residential uses, the local governing body shall determine that:

(A) A shortage of housing of sound standards and design which is decent, safe and sanitary exists in the municipality;

(B) The need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas;

(C) The conditions of blight in the area and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime and constitute a menace to the public health, safety, morals or welfare; and

(D) The acquisition of the area for residential uses is an integral part of and essential to the program of the municipality;

(ii) If it is to be developed for nonresidential uses, the local governing body shall determine that the:

(A) Nonresidential uses are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning standards and local community objectives;

(B) Acquisition may require the exercise of governmental action as provided in this chapter, because of:

(I) Defective or unusual conditions of title;

(II) Diversity of ownership;

(III) Tax delinquency;

(IV) Improper subdivisions;

(V) Outmoded street patterns;

(VI) Deterioration of site;

(VII) Economic disuse;

(VIII) Unsuitable topography or faulty lot layouts;

(IX) Need for the correlation of the area with other areas of a municipality by streets and modern traffic requirements; or

(X) Any combination of factors specified in this subparagraph or other conditions which retard development of the area.

15-9-111. When plan modifiable and effective.

(a) An urban renewal plan may be modified at any time. If a plan is modified after the lease or sale by the municipality of real property in the urban renewal project area, the modification may be conditioned upon the approval of the owner, lessee or successor in interest as the municipality deems advisable. The modification is subject to any rights at law or in equity as a lessee or purchaser, or his successor or successors in interest, are entitled to assert.

(b) Upon the approval by a municipality of an urban renewal plan or of any modification thereof, the plan or modification is deemed to be in full force and effect, and the municipality may then cause the plan or modification to be carried out in accordance with its terms.

15-9-112. Provisions not applicable for disaster area.

Notwithstanding any other provisions of this chapter, if a local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of a flood, fire, tornado, earthquake, storm or other catastrophe for which the governor of the state has certified the need for disaster assistance under Public Law 875, eighty-first congress [42 U.S.C. 5121 et seq.], or other federal law, the local governing body may approve an

urban renewal plan and an urban renewal project for that area without regard to the provisions of W.S. 15-9-109 and the provisions of this act requiring a general plan for the municipality and a public hearing on the urban renewal project.

15-9-113. General powers of municipality.

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

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

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

(B) Disseminate slum clearance and urban renewal information.

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

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

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

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

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

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

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

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

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

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

(xii) Within its area of operation, to make or have made all surveys and plans necessary to the carrying out of the purposes of this chapter and to contract with any person, public or private, in making and carrying out those plans and to adopt or approve, modify and amend those plans, which plans may include but are not limited to:

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

(B) Urban renewal plans;

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

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

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

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

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

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

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

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

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

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

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

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

15-9-114. ♦ Condemnation.

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

(b) In any proceeding to fix compensation for damages for the taking or damaging of property, or any interest therein, through the exercise of the power of eminent domain or condemnation, evidence or testimony bearing upon the following matters is admissible

and shall be considered, in addition to evidence or testimony otherwise admissible, in fixing the compensation for damages:

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

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

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

15-9-115. Property acquired in project; disposition and use generally.

(a) A municipality may:

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

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

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

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

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

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

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

(i) The uses provided therein;

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

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

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

15-9-116. Property acquired in project; disposition to private persons; procedure; notice; proposals; contracts.

(a) A municipality may:

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

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

The notice shall:

(A) Identify the area or portion thereof;

(B) State that:

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

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

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

15-9-117. Property acquired in project; temporary operation and maintenance.

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

15-9-118. Property acquired in project; disposition when area designated under federal provisions.

Notwithstanding any other provisions of this chapter, if the municipality is situated in an area designated as a redevelopment area under the Federal Area Redevelopment Act (Public Law 87-27) [42 U.S.C. 3161 et seq.], land in an urban renewal project area designated under the urban renewal plan for industrial or commercial uses may be disposed of to any public body or nonprofit corporation for subsequent disposition as promptly as practicable by the public body or corporation for redevelopment in accordance with the urban renewal plan. Only the purchaser from or lessee of the public body or corporation, and their assignees, are required to assume the obligation of beginning the building of improvements within a reasonable time. Any disposition of land to a public body or corporation under this section shall be made at its fair value for uses in accordance with the urban renewal plan.

15-9-119. Bonds authorized; payment thereof; security.

(a) A municipality is empowered to issue:

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

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

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

15-9-120. Taxes upon property; authorized division thereof.

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

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

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

the urban renewal project shall be paid into the funds of the various taxing agencies as taxes on all other property are paid.

15-9-121. Taxes upon property; when pledging allowed.

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

15-9-122. Bonds; provisions inapplicable; tax exemption.

(a) Revenue bonds issued under this chapter:

(i) Do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction;

(ii) Are not subject to the provisions of any other law or charter relating to the authorization, issuance or sale of bonds.

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

15-9-123. Bonds; resolution or ordinance; characteristics.

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

15-9-124. Bonds; sale or exchange.

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

exceed the interest cost to the municipality of the portion of the bonds sold to the federal government.

15-9-125. Bonds; signatures and negotiability.

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

15-9-126. Bonds; recitation thereon.

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

15-9-127. General obligation bonds; purposes; authorization; approval; characteristics; other provisions unaffected.

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

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

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

15-9-128. Investment of funds in bonds authorized; duty of care.

(a) Anyone carrying on a banking or investment business or an insurance business and all fiduciaries may legally invest any monies or other funds belonging to them or within

their control in any bonds or other obligations issued by a municipality pursuant to this chapter.

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

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

15-9-129. Exemption of property from execution; exception.

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

15-9-130. Exemption of property from taxation; termination thereof.

The property of a municipality or agency acquired or held for the purposes of this chapter, is public property used for essential public and governmental purposes. The property is exempt from all taxes of the municipality, the county, the state or any political subdivision thereof. However, the tax exemption terminates if the municipality or agency sells, leases or otherwise disposes of the property in any urban renewal area to a purchaser or lessee which is not a public body entitled to tax exemption for the property.

15-9-131. Powers of municipality, public body in aiding project.

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

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

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

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

- (iv) Lend, grant or contribute funds to a municipality;
 - (v) Enter into agreements (which may extend over any period, notwithstanding any provision or rule of law to the contrary) with the federal government, a municipality or any other public body respecting action to be taken pursuant to any of the powers granted by this chapter, including the furnishing of funds or other assistance in connection with an urban renewal project and related activities;
 - (vi) Borrow money and apply for and accept any form of financial assistance from any source;
 - (vii) Furnish any public buildings and public facilities or any other works which it is otherwise empowered to undertake;
 - (viii) Furnish, dedicate, close, vacate, pave, install, grade, regrade, plan or replan streets, roads, sidewalks, ways or other places;
 - (ix) Plan or replan, zone or rezone any part of the public body or make exceptions from building regulations; and
 - (x) Cause administrative and other services to be furnished to the municipality.
- (b) If at any time title to or possession of any urban renewal project is held by any public body or governmental agency, other than the municipality which is authorized by law to engage in the undertaking, carrying out or administration of urban renewal projects and related activities (including any agency or instrumentality of the United States of America), the provisions of the agreements referred to in this section inure to the benefit of and may be enforced by the public body or governmental agency.
- (c) Any sale, conveyance, lease or agreement pursuant to this section may be made by a public body without appraisal, public notice, advertisement or public bidding.
- (d) As used in this section, "municipality" includes an urban renewal agency vested with all of the urban renewal project powers pursuant to W.S. 15-9-133.

15-9-132. Instruments presumed properly executed.

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

15-9-133. Exercise of powers; delegation and scope thereof; exceptions.

(a) A municipality may itself exercise its urban renewal powers as specified in this chapter.

(b) As used in this section, "urban renewal powers," when applied to their exercise by the urban renewal agency, include the rights, powers, functions and duties of a municipality set forth in this chapter, except the following:

(i) The determination of an area to be a slum or blighted area or combination thereof and the designation of an area as appropriate for an urban renewal project;

(ii) Approval of urban renewal plans and modifications thereof;

(iii) General neighborhood renewal plans and communitywide plans or programs for urban renewal;

(iv) Establishment of a general plan for the locality as a whole;

(v) The power to formulate a workable program under W.S. 15-9-105.

(c) A municipality shall not delegate to an urban renewal agency or a board or commission, the power to acquire by condemnation real property within the boundaries of an urban renewal area.

15-9-134. Agency; creation; board of commissioners; appointment; compensation; actions and procedure; removal.

(a) There is created in each municipality a public body corporate and politic to be known as the "urban renewal agency" of the municipality. ♦ The urban renewal agency shall not exercise its powers under this chapter until or unless the local governing body has made the finding prescribed in W.S. 15-9-106 and has elected to have urban renewal powers exercised by an urban renewal agency as provided in W.S. 15-9-133.

(b) The mayor, by and with the consent and advice of the local governing body, shall appoint a board of five (5) commissioners of the urban renewal agency selected on the basis of their interest in and knowledge of community planning, urban renewal and business management. Any person may be appointed as commissioner if he resides within the area of operation of the agency (which shall have the same bounds or limits as the area of operation of the municipality) and is otherwise eligible for appointment under this chapter. The original appointment of commissioners shall be as follows: one (1) for a term of one (1) year; one (1) for a term of two (2) years; one (1) for a term of three (3) years; one (1) for a term of four (4) years; and one (1) for a term of five (5) years. Thereafter each appointment shall be for a term of five (5) years.

(c) Each commissioner shall hold office until his successor is appointed and qualified. ♦ A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the municipality and the certificate is conclusive evidence of the commissioner's due and proper appointment.

(d) A commissioner shall receive no compensation for his services but is entitled to necessary expenses incurred in the discharge of his duties. No commissioner or other officer of any urban renewal agency, board or commission exercising powers pursuant to this chapter shall hold any other public municipal office for which compensation is received.

(e) The powers of an urban renewal agency shall be exercised by the commissioners thereof. A majority of the commissioners constitute a quorum for all purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Annually, at the first meeting, the board of commissioners shall elect its officers. Each officer shall hold office for a term of one (1) year and until his successor is elected and qualified.

(f) A commissioner may be removed from office for inefficiency, neglect of duty or misconduct in office only after:

(i) A hearing;

(ii) He has been given a copy of the charges at least ten (10) days prior to the hearing; and

(iii) He has had an opportunity to be heard in person or by counsel.

15-9-135. Agency; staff.

An agency may employ an executive director, technical experts and any other agents and employees it requires and determine their qualifications, duties and compensation. An agency may also employ or retain its own counsel and legal staff.

15-9-136. Agency; annual reports.

An agency authorized to transact business and exercise powers under this chapter shall file with the local governing body on or before May 31 of each year a report of its activities for the preceding calendar year. The report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of that calendar year. At the time of filing the report, the agency shall publish in a newspaper of general circulation in the community a notice to the effect that the report has been filed with the municipality and is available for inspection during business hours in the office of the clerk of the municipality and in the office of the agency.

15-9-137. Voluntary conflicts of interest prohibited; disclosure of involuntary conflicts; violation.

No public official or employee of a municipality, or board or commission thereof, and no commissioner or employee of an urban renewal agency vested by a municipality with

urban renewal project powers under W.S. 15-9-133 shall voluntarily acquire any personal interest, direct or indirect, in any urban renewal project, or in any property included or planned to be included in any urban renewal project of that municipality or in any contract or proposed contract in connection with that urban renewal project. If the acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the local governing body, and the disclosure shall be entered upon the minutes thereof. If any official, commissioner or employee presently owns or controls, or owned or controlled within the preceding two (2) years, any interest, directly or indirectly, in any property which he knows is included or planned to be included in any urban renewal project, he shall immediately disclose this fact in writing to the local governing body. The disclosure shall be entered upon the minutes of the governing body, and no such official, commissioner or employee shall participate in any action by the municipality, or board or commission thereof, or urban renewal agency, affecting the property. Any disclosure required to be made by this section to the local governing body shall concurrently be made to an urban renewal agency which has been vested with urban renewal project powers by the municipality pursuant to this chapter. Any violation of the provisions of this section constitutes misconduct in office.

RESOLUTION NO. R11- _____

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

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

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

and:

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

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

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

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

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

WHEREAS, the "Urban Renewal/Main Street Agency Board" should be authorized hereby to exercise said urban renewal powers granted by the Wyoming Urban Renewal Code, W.S 15-9-101 through 15-9-137; and

WHEREAS, the name of the "Urban Renewal/Main Street Agency" and the composition of its

Board of Commissioners should be specified herein.

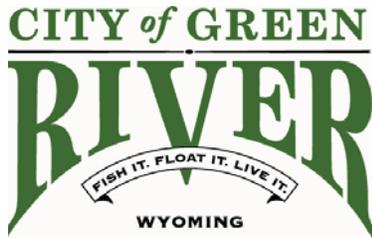
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, AS FOLLOWS:

1. The Governing Body determines it to be in the public interest to dissolve the existing Green River Main Street Advisory Board, and hereby dissolves such Board.
2. The Governing Body determines it to be in the public interest to merge the functions of the Green River Main Street Advisory Board with the Urban Renewal Agency.
3. The Urban Renewal Agency shall hereafter be titled and designated as the "Urban Renewal/Main Street Agency."
4. The Governing Body does hereby authorize the "Urban Renewal/Main Street Agency" to exercise its powers as specified in the Wyoming Urban Renewal Code, W.S. §§ 15-9101 through 15-9-137 and, to the extent permitted by law, oversee the Green River Main Street Program.
5. The Mayor, with the consent and advice of the City Council, shall appoint a Board of five (5) Commissioners in accordance with the requirements of W.S. § 15-9-134. The original appointment of commissioners shall be as follows: one (1) for a term of one (1) year; one (1) for a term of two (2) years; one (1) for a term of three (3) years; one (1) for a term of four (4) years; and one (1) for a term of five (5) years. Thereafter, each appointment shall be for a term of five (5) years.
6. The Agency shall have as its "area of operation" the limits as stated in W.S. § 15-9-103 (ii) Area of Operation" means the area within the corporate limits of the municipality and the area within five (5) miles of those limits, except that it does not include any area which lies within the territorial boundaries of another incorporated city or town unless a resolution has been adopted by the governing body of the other city or town declaring a need therefor;"

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

APPROVED: _____
H. Castillon, Mayor

ATTEST: _____
Jeff Nieters, City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 8-10-11	Submitting Department: Parks & Recreation
Meeting Date: 8-16-11	Department Director: Allan Wilson
	Presenter: Erek Roosa

Subject: Awarding the Bid and authorizing the purchase per Council decision for the wrought iron fence materials for the Railroad Avenue Parking Lot Improvements - Capital Project 15-900-9211.

Purpose Statement

To award the bid and authorize the purchase of the wrought iron fence materials for the Railroad Avenue Parking Lot Improvements - Capital Project 15-900-9211.

Background/Alternatives

This is a Capital Improvement Project for the Railroad Avenue Parking Lot Improvement.

Attachments

None

Fiscal Impact

Amount of Bid Awarded

Staff Impact

Man hours for the installation of the fence

Legal Review

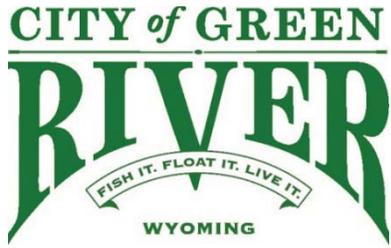
Not applicable

Recommendation

Staff recommends Council award the bid and the purchase of the wrought iron fence materials for the Railroad Avenue Parking Lot Improvements - Capital Project 15-900-9211.

Suggested Motion

I move to award the bid to (Parks Staff will inform the Council of the Bid Award recommendation) and authorize the purchase of the wrought iron fence materials for the Railroad Avenue Parking Lot Improvements - Capital Project 15-900-9211.



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

Preparation Date: August 10, 2011	Submitting Department: Finance
Meeting Date: August 16, 2011	Department Director: Jeff Nieters
	Presenter: Barry Cook

Subject:

Approve the Enhanced Air Service Cooperative Agreement with the Sweetwater County and the City of Rock Springs.

Purpose Statement

To approve an agreement to enhance air service at the Rock Springs Airport in the amount not to exceed \$62,788

Background/Alternatives

The City of Green River has entered into a similar agreement with Sweetwater County and the City of Rock Springs over the past several years. The City of Green River is sharing 22% of the total billing. The City has placed \$62,788 in the budget for this fiscal year.

Attachments

Agreement

Fiscal Impact

\$62,788

Staff Impact

Not applicable

Legal Review

Currently under review

Recommendation

Approval of the agreement in the amount of \$62,788

Suggested Motion

I move to approve the agreement with Sweetwater County and the City of Rock Springs to enhance air service at the Rock Springs Airport in the amount not to exceed \$62,788; pending legal review.

ENHANCED AIR SERVICE COOPERATIVE AGREEMENT

This agreement is entered into by and between SWEETWATER COUNTY, hereinafter referred to as "County", whose address is 80 West Flaming Gorge Way, Suite 150, Green River, WY 82935, CITY OF GREEN RIVER, a Wyoming Municipal Corporation whose address is 50 East 2nd Street, Green River, WY 82935, and CITY OF ROCK SPRINGS, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, WY 82901, collectively referred to as "Co-Sponsors".

RECITALS

WHEREAS, the Parties hereto understand and agree that enhanced air service at the Rock Springs Airport as provided by Wyoming Statute provides a benefit and advantage to the Co-sponsors, the traveling public, and the citizens of the Rock Springs, Green River, and Sweetwater County; and,

WHEREAS, the Parties hereto understand and agree that each of them bears responsibility for providing the funding necessary to perpetuate the program.

NOW, THEREFORE, in support of their mutual covenants and the exchange of consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. The Program

The program will consist of enhanced service through SkyWest Airlines from Rock Springs, Wyoming to Salt Lake City, Utah. The level of service is to provide no less than two frequencies per day scheduled to optimize the bank time to Delta Airlines in Salt Lake City, Utah. SkyWest Airlines will provide service with the Brasilia, 30-passenger aircraft. The service will be provided from January 1, 2011 through December 31, 2011. The parties agree that the Co-Sponsors and the traveling public shall derive a benefit and advantage by reason of having contracted under this cooperative agreement.

II. Terms of Agreement

The purpose of this Agreement is to provide for the funding of air service enhancement, as defined in Wyo. Stat. Ann. § 10-3-601 et seq., from Salt Lake City, Utah to Rock Springs, Wyoming. By contract between Sweetwater County and the Wyoming Department of Transportation (WYDOT), WYDOT has represented that SkyWest Airlines has assured that there shall be scheduled air service instituted and continued between Rock Springs, Wyoming (RKS) and Salt Lake City, Utah (SLC), (the "Service") for 1 year ("Service Period"). Said contract between Sweetwater County and the Wyoming Department of Transportation (WYDOT) is attached hereto as "EXHIBIT A" and is specifically incorporated herein by reference.

III. Responsibilities of Co-Sponsors during the Service Period.

Monthly invoices will be received by the Wyoming Department of Transportation (WYDOT) and County from SkyWest Airlines with a daily summary of load factors, number of revenue and non-revenue passengers using the service, flight completion information, on time performance, and all other relevant data concerning flight operations for the Service. At the end of each quarter an invoice will be sent to WYDOT. WYDOT will review and approve invoices prior to invoices being submitted to the County. The County will then provide this invoice to the Co-Sponsors. Co-Sponsors shall pay full amount due to the County within 30 days of the submission of the invoice.

IV. Reimbursement

SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement shall be sent to WYDOT and the County which shall show the final revenues and actual costs for the preceding month. The statement will show all calculations for the subsidy, including a 5% margin on costs. Each quarter will be trued up and summarized with all costs and revenues in the invoice. At the end of this Agreement, SkyWest shall prepare a report to the County showing total revenues, costs, and margin for the 1 year term of this Agreement. The County shall provide this report to the Co-Sponsors. County shall be responsible for payment of Eighteen Percent (18.86923%) of the total monthly subsidy submitted each quarter, with a total maximum exposure of Two Hundred Eighty Five Thousand Four Hundred Dollars (\$285,400.00). The Co-Sponsors hereby agree to reimburse the County for their proportionate shares of the total monthly subsidy based on the airline revenue for that quarter, less previous payments, as set forth below, within thirty days after billing. Invoices will be submitted to each Co-Sponsor with calculations already completed and totals due to the County. The percentages set forth below shall reflect that portion of the total invoice for which each Co-Sponsor is responsible. Billing will occur at the completion of each quarter, unless otherwise agreed upon between the parties. Co-Sponsors shall pay as follows:

- A. The City of Rock Springs shall pay Thirty-Three Percent (33%) of the total quarterly invoice. The maximum exposure for the City of Rock Springs for the 1 year contract shall be no more than Ninety Four Thousand One Hundred Eighty-two and 00/100 Dollars (\$94,182.00);
- B. The City of Green River shall pay Twenty-Two Percent (22%) of the total quarterly invoice. The maximum exposure for the 1 year contract shall be no more than Sixty Two Thousand Seven Hundred Eighty Eight and 00/100 Dollars (\$62,788.00).
- C. County shall be responsible for the remaining Forty Five Percent (45%) of the total quarterly invoice.

V. General Provisions

- A. To the extent required by any state or federal law, the Co-Sponsors shall be bound as though they were a "Sponsor" by the terms of the agreement between County and WYDOT, attached hereto as "EXHIBIT A" as though the provisions regarding "Americans with Disabilities", "Non-discrimination" and "Kickbacks" were fully set forth herein.
- B. Any party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- C. The County and Co-Sponsors shall provide free access to any pertinent books, documents and papers to each other, the State of Wyoming, the Federal Grantor Agency, the Comptroller General of the United States, the United States Department of Labor, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The parties hereto shall keep copies of these records for at least three years after final payment and settlement.
- D. The Parties hereto shall keep informed of and comply with all applicable Federal, State, and Local laws and regulations in the performance of this Agreement.
- E. This agreement, consisting of four pages and an "EXHIBIT A", represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- F. Each party is responsible for its own acts and omissions and the result thereof to the extent provided by law.
- G. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.
- H. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- I. The parties hereto do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

J. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

IN WITNESS HEREOF, the parties to this Agreement, either personally by and through their duly authorized representatives, have executed this Agreement on the day and date set forth below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

ATTEST:

CITY OF ROCK SPRINGS

By: _____

Carl Demshar, Mayor

Date

ATTEST:

CITY OF GREEN RIVER

By: _____

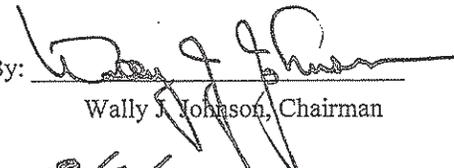
Hank Castillon, Mayor

Date

ATTEST:

SWEETWATER COUNTY COMMISSION

 _____

By:  _____

Wally J. Johnson, Chairman

 _____

Date

EXHIBIT A

COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE SWEETWATER COUNTY COMMISSION

Air Service Enhancement Program
Rock Springs, WY

1. Parties. The parties to this agreement are the WYOMING DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, WY 82009, SWEETWATER COUNTY COMMISSION, hereinafter referred to as "sponsor," whose address is 80 West Flaming Gorge Way, Suite 109, Green River, WY 82935.
2. Purpose. The Sponsor desires to participate in the Air Service Enhancement Program administered by WYDOT. This Program will consist of enhanced service through SkyWest Airlines from Rock Springs, Wyoming to the Salt Lake City hub. The level of service will provide no less than two frequencies per day scheduled to optimize bank times to Delta Airlines at Salt Lake City. SkyWest Airlines will provide service with the Brasilia, 30-passenger aircraft. The service will be provided January 1, 2011 through December 31, 2011. WYDOT, the Sponsor, and the traveling public shall derive a benefit and advantage by reason of having contracted under this Air Service Enhancement Program.
3. Terms of Agreement. The purpose of this Agreement is to provide air service enhancement, as defined in Wyo. Stat. Ann. §10-3-601 et seq., from Salt Lake City, Utah to Rock Springs, Wyoming. SkyWest Airlines will assure, by contract, that there is scheduled air service instituted and continued between Rock Springs, Wyoming (RKS) and Salt Lake City, Airport (SLC), (the "Service") for 12-months ("Service Period").
4. Responsibilities of the Sponsor during the Service Period. Monthly statements and quarterly invoices will be received by WYDOT and Sponsor from SkyWest Airlines with a summary of load factors, number of revenue and non-revenue passengers using the service, flight completion information, on time performance, and all other relevant data concerning flight operations for the Service. WYDOT will review invoices and send payment to Sponsor. Sponsor will pay full amount to SkyWest Airlines within 15 days of invoice.
5. Reimbursement. SkyWest Airlines completes its accounting for each month approximately two to three weeks after the close of the month. Soon after this occurs, a statement will be sent to WYDOT and the Sponsor which shall show the final revenues and actual costs for the preceding calendar month. The statement will show all calculations for the subsidy, including a 5% margin on costs. Total costs are the sum of non-fuel costs and fuel costs. Non-fuel costs shall be calculated by multiplying the block hours associated with the market by the following cost per hourly rate of \$1,429 for EMB 120 block hours operated January 1, 2011 through March 31, 2011. For EMB 120 block hours operated April 1, 2011 through December 31, 2011, the rate will be \$1,391. The

Page 1 of 8

Cooperative Agreement for
SkyWest Airlines Enhanced Service

rate includes the 5% profit margin and all non-fuel costs. In addition, the rate reduction reflects an on-going discount for SkyWest performing the ground handling in Rock Springs. Each month's subsidy payment will be subject to the maximum as set forth in Exhibit A. Each quarter will be trued up and summarized with all costs and revenues in an invoice. To the extent the Sponsor owes SkyWest Airlines a subsidy for such quarter, it shall pay to SkyWest Airlines, within 15 days of its receipt of such invoice, the full amount owed. Sponsor agrees to pay Eighteen and Eight Six Nine Two Three percent (18.86923%) of the total monthly subsidy submitted each quarter with a maximum exposure of Two Hundred Eighty-Five Thousand, Four Hundred Dollars for the 12-month term. To the extent SkyWest Airlines' revenues for such calendar month were greater than the actual costs plus margin for the month, the County shall have no monthly payment obligation to SkyWest Airlines for such month or partial month as the case may be. At the end of the term of this Agreement, SkyWest shall prepare a report to the County showing total revenues, costs, and margin for the 12-month term of this Agreement. In no event shall WYDOT and the Sponsor be obligated to pay SkyWest Airlines an aggregate amount in excess of \$1,512,515.

6. Default. If the Sponsor fails to pay any amount herein provided when the same shall become due and payable, WYDOT may terminate this Agreement as to any or all items and any other remedy at law or in equity. Notwithstanding any such action, which WYDOT, the Sponsor shall remain liable for the full performance of all obligations on its part to be performed under this Agreement.

7. General Provisions:

- a. Amendments. Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- b. Americans with Disabilities Act. The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
- c. Applicable Law and Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.
- d. Assignment/Agreement Not Used as Collateral. Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party.
- e. Audit/Access to Records. The Sponsor shall provide free access to any pertinent, books, documents, and papers to the State of Wyoming, the Federal Grantor

Page 2 of 8

Cooperative Agreement for
SkyWest Airlines Enhanced Service

Agency, the Comptroller General of the United States, the United States Department of Labor, or any of their duly authorized representatives for the purpose of inspection, audit and copying. The Sponsor shall provide proper facilities for such access and inspection. The Sponsor shall keep copies of these records for at least three years after final payment and settlement.

- f. Availability of Funds. Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.
- g. Compliance with Law. The Sponsor shall keep informed of and comply with all applicable, Federal, State and Local laws and regulations in the performance of this Agreement.
- h. Entirety of Agreement. This Agreement, consisting of seven pages, represents the entire and integrated Agreement between the parties and supercedes all prior negotiations, representations and agreements, whether written or oral.
- i. Indemnification. Each party is responsible for its own acts and omissions and the result thereof to the extent provided by law. The liability of state agencies and state governmental entities is governed by Wyo. Stat. 1-39-101, *et seq.*
- j. Kickbacks:
 - (i.) The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
 - (ii.) The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.
 - (iii.) No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.

Page 3 of 8

- (iv.) If the Sponsor breach or violate this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- k. Nondiscrimination. The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.*, and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement.
- l. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.
- m. Prior Approval. This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.
- n. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- o. Sovereign Immunity. The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the Sponsor does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. 1-39-101, *et seq.*, and all other state law. Designations of venue, choice of law, enforcement actions and similar provisions should not be construed as waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- p. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- q. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

"INTENTIONALLY LEFT BLANK"

8. Signatures. In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement, below.

ATTEST:

Heidi Dale Davis
County Clerk

BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Wally Johnson, Chairman

(SEAL)

May 19, 2011
Date

ATTEST:

Secretary-Wyoming Aeronautics Commission

WYOMING DEPARTMENT OF TRANSPORTATION

By: _____
Dennis Byrne, Administrator

Date

Approved as to form:

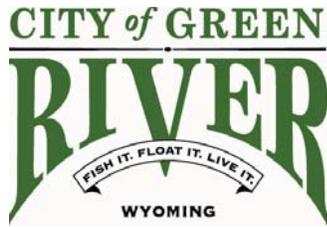
By: _____
Jackson Engels
Assistant Attorney General
State of Wyoming

Date Prepared: _____

EXHIBIT A

RKS

	2011 Forecast							
Passengers	Revenue	Avg. \$	BH	BH Cost (incl margin)	Fuel @ \$3.25/gal	Expected Subs		
1,068	\$ 94,844	\$ 89	137.4	\$ 196,345	\$ 53,485	\$ 154,9		
1,009	\$ 88,635	\$ 88	122.1	\$ 174,481	\$ 50,026	\$ 135,8		
1,036	\$ 102,263	\$ 94	129.6	\$ 185,156	\$ 59,017	\$ 141,9		
1,200	\$ 112,800	\$ 94	132.0	\$ 183,612	\$ 57,915	\$ 128,7		
1,250	\$ 118,750	\$ 95	136.4	\$ 189,732	\$ 59,846	\$ 130,8		
1,200	\$ 116,400	\$ 97	132.0	\$ 183,612	\$ 57,915	\$ 125,1		
1,250	\$ 125,000	\$ 100	136.4	\$ 189,732	\$ 59,846	\$ 124,5		
1,200	\$ 121,200	\$ 101	136.4	\$ 189,732	\$ 59,846	\$ 128,3		
1,250	\$ 120,000	\$ 96	132.0	\$ 183,612	\$ 57,915	\$ 121,5		
1,250	\$ 127,500	\$ 102	136.4	\$ 189,732	\$ 59,846	\$ 122,0		
1,400	\$ 145,600	\$ 104	132.0	\$ 183,612	\$ 57,915	\$ 95,5		
1,400	\$ 147,000	\$ 105	136.4	\$ 189,732	\$ 59,846	\$ 102,5		
14,513	\$ 1,419,992	\$ 98	1599.1	\$ 2,239,091	\$ 693,416	\$ 1,512,1		



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 08/11/11	Submitting Department: Finance
Meeting Date: 08/16/11	Department Director: Jeff Nieters
	Presenter: Barry Cook

Subject:

Approval of the Sweetwater County Resolution for Chapter 32 Countywide Consensus Block Grant Funding

Purpose Statement:

To approve the Chapter 32 Countywide Consensus Block Grant Resolution between the County, Rock Springs and Green River for the following consensus projects:

- ♦ Green River’s Facility Improvements \$ 424,979
- ♦ The Town of Superior – Summit St. Sewer Improvements \$ 125,000

Attachments:

County Resolution 11-08-GR-01

Fiscal Impact:

\$549,979

Staff Impact:

None, work to be completed by Third Party Contractors for City’s Facility Improvements

Legal Review:

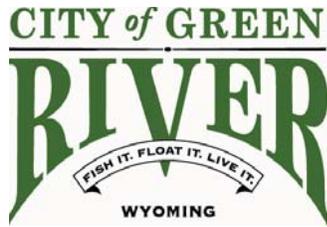
N/A

Recommendation:

Approval of the County’s Resolution

Suggested Motion:

I move to approve Sweetwater County’s resolution 11-08-GR-01 for the Countywide Consensus Block Grand Funding in the amount of \$549,979



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 08/11/11	Submitting Department: Finance
Meeting Date: 08/16/11	Department Director: Jeff Nieters
	Presenter: Barry Cook

Subject:

Approval of a Memorandum of Understanding between the cities of Rock Springs and Green River and the Sweetwater County Commissioners for Chapter 32 Countywide Consensus Block Grant Funding

Purpose Statement:

To approve the Memorandum of Understanding with the Sweetwater County Commissioners and the City of Rock Springs to spend the Chapter 32 Countywide Consensus Block Grant for Green River’s Facility Improvements in the amount of \$424,979

Attachments:

Memorandum of Understanding with the County

Fiscal Impact:

\$424,979

Staff Impact:

None, work to be completed by Third Party Contractors for City’s Facility Improvements

Legal Review:

Legal Council has approved as to form

Recommendation:

Approval of the Memorandum of Understanding

Suggested Motion:

I move to approve the Memorandum of Understanding with the Sweetwater County Commissioners and the City of Rock Springs for the Countywide Consensus Block Grand Funding in the amount of \$424,979

CHAPTER 32 COUNTYWIDE CONSENSUS BLOCK GRANT FUNDING

MEMORANDUM OF UNDERSTANDING BETWEEN SWEETWATER COUNTY, ROCK SPRINGS AND GREEN RIVER

WHEREAS, pursuant to Session Laws of Wyoming 2011, Chapter 88, Section 342, \$2,317,324 is available to Sweetwater County under Chapter 32 Countywide Consensus Block Grant Funding for capital improvement projects; and

WHEREAS, Chapter 32 capital improvement projects must be certified on a Consensus List by the board of county commissioners and the governing bodies of the cities and towns within that county that comprise at least seventy percent (70%) of the incorporated population; and

WHEREAS, Capital Project means the construction, replacement or improvement of a fixed asset or public service facility; and

WHEREAS, Sweetwater County, Rock Springs and Green River represent at least seventy percent (70%) of the incorporated population and have the authority to certify Chapter 32 Consensus List projects.

NOW THEREFORE, Sweetwater County, Rock Springs and Green River agree to the following terms:

1. At least \$1,916,324 in Chapter 32 Countywide Consensus Block Grant Funding will be appropriated for projects that support and/or are necessary for the National High School Rodeo Finals ("Rodeo Project"). At least \$1,491,345 in Chapter 32 Countywide Consensus Block Grant Funding will be appropriated for use at the primary location of the National High School Rodeo Finals ("Rodeo Project").
2. The majority of the Sweetwater County Consensus Subcommittee has reviewed and agreed to Green River's final list of Countywide Consensus Funding projects titled "Facility Improvements" for Chapter 32 certification (Dated August 5, 2011 and incorporated herein as Attachment A) that will not be modified or substituted after certification. Any unused Chapter 32 Countywide Consensus Block Grant Funding for Green River's certified Facility Improvements will be returned to the National High School Rodeo Finals ("Rodeo Project").
3. Green River's aggregated Chapter 32 appropriation will not exceed \$424,979 for the certified Facility Improvements that support the Rodeo Project.

4. Green River is responsible for preparing its Chapter 32 grant applications and adhering to Chapter 32 Rules and Regulations.
5. Green River's Chapter 32 certified Facility Improvements are contingent upon final approval by the State Loan and Investment Board (SLIB); any Green River Chapter 32 certified Facility Improvements that are determined to be ineligible by the State Loan and Investment Board and Office will be completed at Green River's expense.
6. Any overage costs associated with Green River's Chapter 32 certified Facility Improvements will be the sole responsibility of Green River.
7. Any and all cost savings that is acquired to offset Green River's Chapter 32 certified Facility Improvements will result in the reduction of Green River's Chapter 32 appropriation and be returned to the Chapter 32 appropriation for the National High School Rodeo Finals ("Rodeo Project").
8. This Memorandum of Understanding shall become effective beginning on the date the last party executes this Memorandum of Understanding, through June 30, 2012.

Made and Approved by the Sweetwater County Commissioners on this 16th day of August, 2011.

**THE BOARD OF COUNTY COMMISSIONERS
OF SWEETWATER COUNTY, WYOMING**

BY:

Wally J. Johnson, Chairman

Gary Bailiff, Member

John K. Kolb, Member

Don Van Matre, Member

Reid O. West, Member

ATTEST:

Stephen Dale Davis, County Clerk

COUNTY ATTORNEY'S OFFICE APPROVAL:

Cliff Boevers, Deputy County Attorney

ROCK SPRINGS

Carl Demshar
Mayor

Date

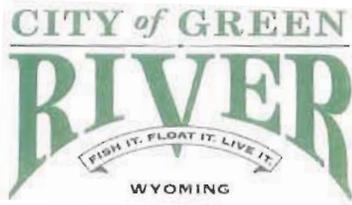
ATTEST:

GREEN RIVER

Hank Castillon
Mayor

Date

ATTEST:



Attachment A

PROJECT LIST
August 5, 2011
COUNTYWIDE CONSENSUS FUNDING

GREEN RIVER IMPACT AREAS

Bench Shooting Facility

	<u>Quantity</u>	<u>Price</u>	<u>Units</u>	<u>Cost</u>
Replace/Repair Bollards	1	\$ 1,000.00	LS	\$ 1,000.00
Finish Grading	1	\$ 1,000.00	Acre	\$ 1,000.00
Shooting Stands	10	\$ 200.00	each	\$ 2,000.00
Hard Surfacing	540	\$ 22.00	SY	\$ 11,880.00
Vault Toilet Facility 2 sides	1	\$ 30,000.00	each	\$ 30,000.00
Project Subtotal				<u>\$ 45,880.00</u>

Rodeo Grounds

Sewer Service	1	\$ 1,700.00	each	\$ 1,700.00
3/4" Water Service	1	\$ 1,000.00	each	\$ 1,000.00
Restroom Building	1	\$ 139,000.00	each	\$ 139,000.00
Arena Improvements	1	\$ 90,000.00	LS	\$ 90,000.00
Power	1	\$ 5,600.00	each	\$ 5,600.00
Project Subtotal				<u>\$ 237,300.00</u>

Additional Parking

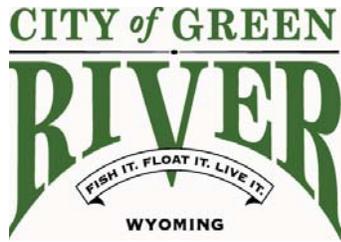
Fencing	810	\$ 20.00	LF	\$ 16,200.00
Finish Grading	1	\$ 3,000.00	LS	\$ 3,000.00
4" Roadbase	6837	\$ 5.50	SY	\$ 37,603.50
Project Subtotal				<u>\$ 56,803.50</u>

Recap Sub-Totals

Shooting Range	\$ 45,880.00
Rodeo Grounds	\$ 237,300.00
Additional Parking	<u>\$ 56,803.50</u>
Grand Sub-Total	<u>\$ 339,983.50</u>

Engineering, Testing & Surveying Fees (11%)	\$ 37,398.19
Construction Contingencies (14%)	<u>\$ 47,597.69</u>
TOTAL PROJECTED COST	<u>\$ 424,979.38</u>

Hank Castillon
 Mayor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 08/08/11	Submitting Department: Finance
Meeting Date: 08/16/11	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject: MALT BEVERAGE PERMIT

Purpose Statement

The Green River Chamber of Commerce has requested Malt Beverage Permits to sell malt beverages during the 2011 River Festival on Friday, August 19, 2011, from 3 pm to midnight, and Saturday, August 20, 2011, from 11 am to 5 pm, at Evers Park.

Background/Alternatives

Permits have been issued previously

Attachments: Letter requesting Malt Beverage Permits

Fiscal Impact: Permits are \$50 each

Staff Impact: none

Legal Review: n/a

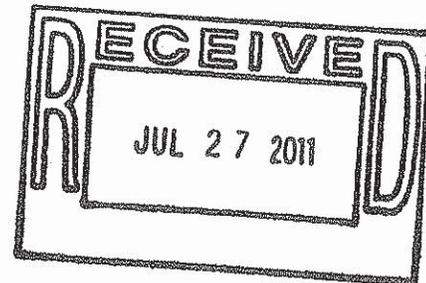
Recommendation: none

Suggested Motion

I move to approve the issuance of Malt Beverage Permits to the Green River Chamber of Commerce to sell malt beverages, during the 2011 River Festival, on Friday, August 19, 2011 from 5 p.m. to midnight, and on Saturday, August 20, 2011, from 11 am to 5 pm, at Evers Park

8/8/2011

GREEN RIVER WYOMING Chamber



*Jy8
2 P*

July 26, 2011

Mayor Hank Castillon
Green River City Council Members
50 E 2 N
Green River, WY 82935

Dear Mayor and Council,

The Green River Chamber of Commerce is planning the 11th Annual River Festival to be held August 19th and 20th, 2011. This event is growing every year, with more and more activities and events!

The festivities begin Friday afternoon with several activities. I have attached a schedule of events.

The Chamber is formally requesting malt beverage permits for Friday and Saturday. The malt beverage permits will be for Friday from 3 pm to midnight and Saturday from 11 a.m. to 5 p.m. Upon approval, the required fee will be delivered to City Hall.

Please contact me with any questions you may have.

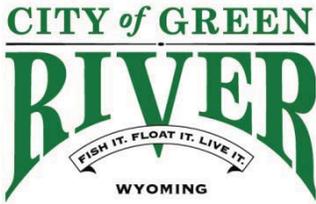
Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Janet".

Janet L. Hartford

Your Business & Community Advocate

800.FL.GORGE • 307.875.5711 p • 307.875.8993 f
1155 W. Flaming Gorge Way • Green River • Wyoming 82935
www.grchamber.com • janet@grchamber.com



City Council Meeting
Agenda Documentation

Preparation Date: 8/01/10	Department: Legislative
Meeting Date: 8/16/10	Department Head: Mayor Castillon
	Presenter: CONSENT AGENDA

SUBJECT REQUEST FOR ASSISTANCE – 2011 RIVER FESTIVAL

PURPOSE STATEMENT

The Green River Chamber of Commerce requests assistance from the City for the River Festival on August 19 – 20, 2011.

BACKGROUND/ALTERNATIVES

The City has provided this type of assistance in the past.

ATTACHMENTS

Letter requesting assistance from Green River Chamber of Commerce

FISCAL IMPACT

N/A

STAFF IMPACT

N/A

LEGAL REVIEW

N/A

RECOMMENDATION

Approve the request for City assistance for the 2011 River Festival.

SUGGESTED MOTION

I MOVE to provide City assistance as requested by the Green River Chamber of Commerce for the 2011 River Festival.

GREEN RIVER WYOMING Chamber



July 26, 2011

Mayor Hank Castillon
Green River City Council Members
50 E 2 N
Green River, WY 82935

Barry-Mayor-Council
7/27/11 *page*

Dear Mayor and Council,

The Green River Chamber is wrapping up last minute details for the River Festival set for August 19, 20, 2011. We have received several requests for more information about the festivities and the Committee is looking forward to a successful event.

We would like to request the following assistance from the City:

1. One large dumpster placed near Gazebo south side of Island. (Please dump this dumpster prior to Saturday morning)
2. Dump truck placed near the Gazebo, south side of Island.
3. 6 smaller dumpsters available on Island
4. One dumpster placed near Picnic Shelter at Evers Park
5. 4 smaller dumpsters near Evers Park
6. 2 smaller dumpster on vacant lot north of Evers Park
7. Two dumpsters placed on the Island parking.
8. Two set of bleachers placed near west end of Island.
9. Watering of Evers Park & Expedition Island suspended Thursday August 18th through Saturday, August 20th.
10. Use of parking lot-vacant area next to Riverside Nursery off of 3rd South.
11. Use of Evers Park for Car Show.
12. One set of bleachers placed near vacant lot north of Evers Park
13. Assistance from Parks & Recreation Department in putting water in parking area next to back of Riverside Nursery.
14. Use of 12 candlestick barricades in vacant lot north of Evers.
15. Use of Expedition Island Thursday the 18th through Sunday the 21st.
16. Permission for participants to camp overnight near the Rodeo Arena with horse trailer/camp trailers.
17. Permission for participants to camp at FMC Park, if necessary.
18. Waive water fee to County, they will be watering the Wild Horse Loop Tour road.

Your Business & Community Advocate

800.FL.GORGE • 307.875.5711 p • 307.875.8993 f
1155 W. Flaming Gorge Way • Green River • Wyoming 82935
www.grchamber.com • janet@grchamber.com

19. Permission to place temporary directional signage for event at; Uinta Drive near Riverside Park, just north of E. 4th S. on Uinta Drive, at intersection of Uinta Drive and E. 2nd S., at intersection of E. 2nd S and S. 2nd E., intersection of Uinta Drive and Flaming Gorge Way, and at intersection of Flaming Gorge Way and N. 4th W.
20. Request a police officer to halt and direct traffic at the intersections of Flaming Gorge Way and N. 4th W. and Railroad; and at 2nd S and S. 2nd E. near underpass. Officers will need to be at locations by no later than 6:30 am. This is for the "Run With the Horses Marathon" on Aug 20th. Permission for volunteers to place direction signage along the before mentioned streets in addition to Wild Horse Canyon Road and continuing down S. 2nd E. to Island.
21. Barricades to be placed at the intersections of: E. 3rd S. and S. 2nd E.; and intersection of S. 2nd E. and E 4th S.; and barricades near Parks and Rec. Shop limiting access on E. 3rd S. , beginning Friday the 19th and continuing through Saturday the 20th.
22. Permission to light fireworks in Evers Park, near Parks & Rec. building, (low level fireworks class C).
23. Mark the sprinkler heads on Expedition Island by Thursday August 18th, we will have vendors putting up tents.
24. Expedition Island and Evers Park be treated with a wasp repellent week prior to event.
25. An all inclusive vendor fee to accommodate vendors from out of the area.
26. Advertisement of River Festival events on Channel 13.

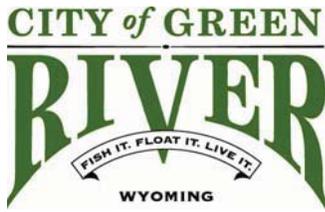
Thank you for your support of this event.

Sincerely,



Janet Hartford

Cc/ Barry Cook, Chris Steffen, Allan Wilson, Erek Roosa, Mike Kennedy, Mike Nelson, Randy Kolloff



City of Green River City Council Meeting Agenda Documentation

Preparation Date: August 8, 2011	Submitting Department: Parks and Recreation
Meeting Date: August 16, 2011	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Purchase Agreement between City of Green River, Community Chest, and Artist, Barbara Kobylinska for the “Sprouting Bud” Art Sculpture

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

Purpose Statement

To gain approval of the Governing Body for the purchase agreement between the City of Green River, Community Chest, and artist Barbara Kobylinska to sell the Sprouting Bud Sculpture to the City and Community Chest at the agreed value of \$4,000.

Background/Alternatives

This sculpture was part of the 2010 – 2011 Green River Arts Council Sculpture Showcase Program. The Green River Arts Council has agreed to purchase this art sculpture from their account in the Community Chest and their account with the City of Green River.

Attachments

Attachment A – Purchase agreement between the City of Green River, Community Chest and artist, Barbara Kobylinska.

Fiscal Impact

\$1,300 from city account 15-900-9403 and \$2,700 from Community Chest Donations for Green River Arts Council.

Staff Impact

Minimal

Legal Review

The City Attorney has reviewed and approved the attached purchase agreement on August 8, 2011.

Recommendation

Staff recommends that the Governing Body approve the purchase agreement between the City of Green River, Community Chest and artist Barbara Kobylinska for purchase of the Sprouting Bud art sculpture.

Suggested Motion

I move to approve the purchase agreement in the amount of \$4,000 between the City of Green River (\$1,300), Community Chest (\$2,700) and artist Barbara Kobylinska.



THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ Day of August 2011 by and among the City of Green River, Wyoming (**hereinafter referred to as City**); Green River Community Chest (**hereinafter referred to as Community Chest**) and Barbara Kobylinska of the City of Virginia Beach, State of Virginia, (**hereinafter referred to as Artist**),

WITNESSETH:

WHEREAS, Artist has created a Work of Art (hereinafter referred to as "Sprouting Bud" Sculpture) :

Title: _____ Sprouting Bud _____ Dimensions: n/a _____.

Medium: _____ Industrial Extrusion _____ Year: 2010 _____.

WHEREAS, Artist hereby sells the "Sprouting Bud" Sculpture jointly to the City and the Community Chest at the agreed value of \$5,000.

WHEREAS, the Community Chest agrees to transfer all rights and interest in the Work to the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be derived there from, it is agreed by and between the parties hereto as follows:

1. PAYMENT: The Artist shall reduce the purchase price of the Work by 20% to reflect the Sculpture Showcase Artist Application Agreement entered into between the Artist and the City, which states that the Artist will receive 80% of the purchase price and the Green River Arts Council will receive 20%. The total value of the sculpture to be donated by the Artist to the Green River Arts Council is \$1,000. Taking into account the 80% owed to the Artist, the City and Community Chest agree to pay the Artist a total of \$4,000. The City agrees to pay the Artist \$1,300 and the Community Chest agrees to pay the Artist \$2,700.
2. ARTIST'S ACCESS: Artist may have access to photograph the Work at no expense to City and upon reasonable notice to the City.
3. REPRODUCTION: Artist reserves all rights to reproduce the Work.
4. ATTORNEY'S FEES: If any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.
5. ARTISTIC INTEGRITY: The City will not permit any use of the Artist's name or misuse of the work which would reflect discredit on his/her reputation as an artist, or which would violate the spirit of the Work.
6. Unless otherwise noted, the Work was received by the City in perfect condition.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this _____ Day of August 2011.

City of Green River, Wyoming:

BY: _____

Hank Castillon, Mayor

Date

Attest: _____

Jeff Neiters, City Clerk

Date

Community Chest:

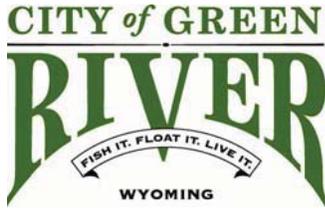
BY: _____
Janet Hartford, Community Chest Chair

Date

Artist:

BY: _____
Barbara Kobylinska, Artist

Date



City of Green River City Council Meeting Agenda Documentation

Preparation Date: August 8, 2011	Submitting Department: Parks and Recreation
Meeting Date: August 16, 2011	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Purchase Agreement between City of Green River and Artist Lani Andrews for the “Bugged” Art Sculpture

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

Purpose Statement

To gain approval of the Governing Body for the purchase agreement between the City of Green River and artist Lani Andrews to sell the “Bugged” Sculpture to the City at the agreed value of \$640.

Background/Alternatives

This sculpture was part of the 2010 – 2011 Green River Arts Council Sculpture Showcase Program. The Green River Arts Council has agreed to purchase this art sculpture from their account with the City of Green River.

Attachments

Attachment A – Purchase agreement between the City of Green River and artist Lani Andrews

Fiscal Impact

\$640 from city account 15-900-9403

Staff Impact

Minimal

Legal Review

The City Attorney has reviewed and approved the attached contract agreement on August 8, 2011.

Recommendation

Staff recommends that the Governing Body approve the purchase agreement between the City of Green River and artist Lani Andrews for the purchase of the Bugged art sculpture.

Suggested Motion

I move to approve the purchase agreement in the amount of \$640 between the City of Green River and artist Lani Andrews.



THIS AGREEMENT, MADE AND ENTERED INTO THIS _____ Day of August 2011 by and among the City of Green River, Wyoming (**hereinafter referred to as City**) and Lani Andrews of the City of Loveland, State of Colorado, (**hereinafter referred to as Artist**),

WITNESSETH:

WHEREAS, Artist has created a Work of Art (hereinafter referred to as "Bugged" Sculpture):

Title: Bugged Dimensions: n/a.

Medium: Recycled Chrome Bumper Year: 2010.

WHEREAS, Artist hereby sells the "Bugged" Sculpture to the City at the agreed value of \$800.

NOW THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be derived there from, it is agreed by and between the parties hereto as follows:

1. PAYMENT: The Artist shall reduce the purchase price of the Work by 20% to reflect the Sculpture Showcase Artist Application Agreement entered into between the Artist and the City, which states that the Artist will receive 80% of the purchase price and the Green River Arts Council will receive 20%. The total value of the sculpture to be donated by the Artist to the Green River Arts Council is \$160. Taking into account the 80% owed to the Artist, the City agrees to pay the Artist a total of \$640.
2. ARTIST'S ACCESS: Artist may have access to photograph the Work at no expense to City and upon reasonable notice to the City.
3. REPRODUCTION: Artist reserves all rights to reproduce the Work.
4. ATTORNEY'S FEES: If any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorney's fees in addition to any available remedy.
5. ARTISTIC INTEGRITY: The City will not permit any use of the Artist's name or misuse of the work which would reflect discredit on his/her reputation as an artist, or which would violate the spirit of the Work.
6. Unless otherwise noted, the Work was received by the City in perfect condition.

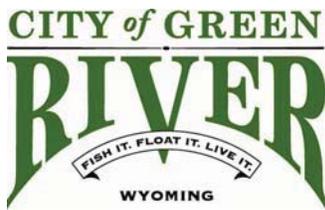
IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this _____ Day of August 2011.

City of Green River, Wyoming:

BY: _____
Hank Castillon, Mayor Date

Attest: _____
Jeff Neiters, City Clerk Date

Artist:
BY: _____
Lani Andrews, Artist Date



City of Green River City Council Meeting Agenda Documentation

Preparation Date: July 27, 2011	Submitting Department: Parks and Recreation
Meeting Date: August 16, 2011	Department Director: Allan Wilson
	Presenter: Consent Agenda Item

SUBJECT: Consideration of Maintenance Agreement with Otis Elevator Company for the elevators at City Hall and the Green River Recreation Center

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

PURPOSE STATEMENT

The purpose of this request is to continue to have a maintenance agreement for the elevators at City Hall and Green River Recreation Center.

BACKGROUND/ALTERNATIVES

The City of Green River is under contract since 1988 with the Otis Elevator Company for on-going service, maintenance and repair for two elevators. Contract Number SH60002 for City Hall and SH08922V for the Green River Recreation Center. Our current agreement expires August 31, 2011. The current agreement will automatically roll over into another five year cycle unless the governing body elects to end the agreement.

Otis Elevator Company is the only vendor that services the Green River Recreation center and City Hall elevators; thus making them a sole vendor.

ATTACHMENTS

Proposed contract addendums SH 60002 and SH 08922V effective September 1, 2011 to August 31, 2016

FISCAL IMPACT

This maintenance agreement maintains the current price for the next five years for each of the two elevators, totaling \$7,558.49 annually for these two service maintenance contracts.

STAFF IMPACT

None

LEGAL REVIEW

This proposed maintenance agreement was reviewed by the City Attorney on August 8, 2011.

RECOMMENDATION

Staff recommends that the Governing Body approve this maintenance agreement with the Otis Elevator Company for service maintenance on the elevators at City Hall and the Green River Recreation Center.

SUGGESTED MOTION

I move to approve these maintenance agreements with the Otis Elevator Company for the elevators located at City Hall and the Green River Recreation Center and to authorize the Mayor to sign the addendums to contract SH 60002 and SH 08922V, the Governing Body hereby finding that the commitment of Otis Elevator Company to provide the maintenance services specified for the term of years specified has been determined to constitute a significant benefit and advantage to the City and the public, in that such services are not readily or economically available to the City in the absence of an extended term contract.

OTIS

DATE: 07/27/2011

TO:
City of Green River
50 East 200 North
Green River, WY 82935

FROM:
Otis Elevator Company
401 Ironwood Drive
Salt Lake City, UT 84115

EQUIPMENT LOCATION:
CITY OF GREEN RIVER
50 EAST 2ND NORTH
GREEN RIVER, WY 82935

Steven Hobbs
Phone: (801) 486-9295 ext 20
Fax:(801) 466-1217

CONTRACT NUMBER: SH 60002

CONTRACT DATE: 04/01/1993

We propose the following modification to the Contract referred to above, to take effect as of: September 1, 2011

The annual increase will be waived until August 31, 2016.

Beginning on the Effective Date of this Addendum, the Term of the Contract referred to will be extended for an additional five (5) years until August 31, 2016, and will continue thereafter for additional five (5) year periods unless terminated as follows. Either party may terminate the Contract as modified herein at the end of the Term or at the end of any subsequent five year period by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions, and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Rancee Wheatley

Title: Account Manager

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Steve Morley

Title: _____

Title: General Manager

E-mail: _____

Name of Company: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

SN - 60002

Otis Elevator Company

North American Operations

To: City of Green River
50 East 2nd North
Green River, Wyoming 82005

Dated at: Salt Lake City, Utah
January 18, 1993

We propose to furnish MAINTENANCE on the following described hydraulic elevators in your building located at Green River City Hall, Green River, Wyoming

One Dover Hydraulic Elevator

Under this contract we will maintain the elevator equipment herein described, on the following terms and conditions:

We will use trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the elevator equipment in proper and safe operating condition.

We will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping and hydraulic fluid tank.

Controller, leveling devices and cams, all relays, magnet frames, resistors, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits and operating circuit rectifiers.

Automatic power door operator, auxiliary door closing devices, hoistway door interlocks, car door contact, door protective device, carframe, platform, guide rails, guide shoes, gibs or rollers, and hoistway switches.

Replacement parts furnished under this agreement or any repair order outside the scope of this agreement will be specifically designed or selected by Otis for use on this equipment. All replacement parts will be new or refurbished to Otis standards. Replacement parts will be provided by Otis in exchange for the parts removed.

We also agree:

To periodically examine all safety devices.

To repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.

To furnish lubricants and hydraulic fluid as required.

We shall not be required to make other safety tests nor to install new attachments on the elevators whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design. It is agreed that we are not required to make replacements, renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear.

We assume no responsibility for the following items of elevator equipment which are not included in this contract:

Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light tubes and bulbs, handrails, mirrors, car flooring or carpets); hoistway enclosure, hoistway gates, doors, frames, sills, hoistway door hangers, door guides, rixon checks, pivots, signal lamps, cylinders, plungers and buried piping on hydraulic elevators.

The items listed on the schedule below show wear. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this contract, an extra at the time the items listed are first replaced. The charge for this replacement will be determined by prorating the total cost of replacing the individual items. You are to pay for that portion of the life of the items used prior to the commencing date of this contract and we are to pay for that portion used since the commencing date of this contract:

SCHEDULE OF PARTS TO BE PRORATED

Name of Part	Date of Installation
None	

All work is to be performed during our regular working hours of our regular working days unless otherwise specified below.

This contract includes emergency minor adjustment callback service during regular working hours and also during any overtime hours. See Para. below

If overtime examinations, repairs or emergency minor adjustment callback service *are not included* in this agreement and are later requested by you, we will absorb the worked hours at single time rates and you will be charged extra for the overtime bonus hours only at our regular hourly billing rates.

Current wiring diagrams reflecting all changes for the equipment covered by this contract will be provided by you but will remain your property.

PARA. B: Should it be necessary to call us in an emergency, all expenses involved in making the trip from Salt Lake to Green River and return, including traveling time, mileage, etc., will be billed at our normal regular billing rate.

This service shall commence on the 1st day of April 19 93, and shall continue thereafter until terminated. Either party may terminate this agreement either at the end of the first ~~five~~ ^{one} year or at the end of any subsequent ~~five~~ ^{one} year period by giving the other party ninety (90) days prior written notice.

CONTRACT PRICE Two Hundred Forty Four and 45/100 (\$ 244.45) DOLLARS per month, payable monthly. *Subject to Light Service Para. Page 4

The contract price shall be adjusted as soon as practicable after an increase or decrease in labor costs occurs. The contract price will be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost. The labor cost in effect on the date of this proposal was 24.13 per hour which includes fringe costs of 8.08.

You shall pay, in addition to the price, any tax imposed upon us, our suppliers or you by any existing or future law, statute, court decision, rule or regulation which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the service rendered hereunder.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof. We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riots, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

This proposal, when accepted by you below **and approved by our authorized representative**, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

MACHINE NUMBER(S)
Dover

OTIS ELEVATOR COMPANY
By Dean Somerville

Accepted in duplicate: _____ 19 _____

By Greg B. Howie Title Mayor

Approved for Otis Elevator Company
4/30/93 19 _____
Greg B. Howie
Authorized Representative

Greg B. Howie
Regional General Manager

It is understood and agreed that a credit of 10% of the monthly contract price, currently amounting to \$24.45, will be allowed from the monthly contract price. This reduction is allowed because of the light service the elevator receives. The reduction will be subject to regular review by us, and will remain in effect until we determine that the elevator is in normal use, at which time the credit will be discontinued immediately.

OTIS

DATE: 07/27/2011

TO:
Green River Recreation Center
50 East 200 North
Green River, WY 82935

FROM:
Otis Elevator Company
401 Ironwood Drive
Salt Lake City, UT 84115

EQUIPMENT LOCATION:
GREEN RIVER REC CENTER
1775 HITCHING POST DRIVE
GREEN RIVER, WY 82935

Steven Hobbs
Phone: (801) 486-9295 ext 20
Fax:(801) 466-1217

CONTRACT NUMBER: SH 08922V

CONTRACT DATE: 09/01/1988

We propose the following modification to the Contract referred to above, to take effect as of: September 1, 2011

The annual increase will be waived until August 31, 2016

Beginning on the Effective Date of this Addendum, the Term of the Contract referred to will be extended for an additional five (5) years until August 31, 2016, and will continue thereafter for additional five (5) year periods unless terminated as follows. Either party may terminate the Contract as modified herein at the end of the Term or at the end of any subsequent five year period by giving the other party at least ninety (90) days written notice prior to the end of the then current Term. This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions, and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

This proposal, when accepted by you below and approved by our authorized representative, will become binding as an addendum and modification to the Contract. All other terms, conditions and obligations in the Contract referred to are to remain in full force and effect. This quotation is valid for ninety (90) days from the proposal date.

Submitted by: Rancee Wheatley

Title: Account Manager

Accepted in Duplicate

CUSTOMER
Approved by Authorized Representative

Otis Elevator Company
Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Steve Morley

Title: _____

Title: General Manager

E-mail:

Name of Company: _____

Principal, Owner or
Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

OTIS ELEVATOR COMPANY

SH 8922V

North American Operations

To **Green River Recreation Center**
Green River, Wyoming

Dated at **Salt Lake City, Utah**
March 1, 1985

We propose to furnish OTIS EXTENDED COVERAGE MAINTENANCE on the following described plunger electric elevators in your building located at **above**

One Otis Hydraulic LRV-2012 Passenger Elevator

Under this contract we will maintain the plunger electric elevator equipment herein described, on the following terms and conditions:

We will use trained men directly employed and supervised by us. They will be qualified to keep your equipment properly adjusted, and they will use all reasonable care to maintain the plunger electric elevator equipment in proper and safe operating condition.

We will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, repair or replace:

Pumps, Pump Motors, Operating Valves, Valve Motors, Motor Windings, Leveling Valves, Plunger Packings, Exposed Piping, Hydraulic Fluid Tanks.

Controller, Leveling Devices and Cams, all Relays, Magnet Frames, Solid State Components, Resistors, Condensers, Transformers, Contacts, Leads, Timing Devices, Resistance for Operating and Motor Circuits, Operating Circuit Rectifiers.

Hoistway Door Interlocks, Hoistway Door Hangers, Bottom Door Guides, Auxiliary Door Closing Devices and Hoistway Switches.

Automatic Power Operated Door Operator, Car Door Hanger, Car Door Contact, Door Protective Device, Carframe, Platform, Wood Platform Flooring, Tile Floor covering in the elevator car, Car Guide Rails, Car Guide Shoes, Gibs or Rollers.

We also agree:

To periodically examine all safety devices.

To repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.

To furnish Otis Lubricants and hydraulic fluid compounded to our rigid specifications.



Subsidiary of

**UNITED
TECHNOLOGIES.**

We shall not be required to make other safety examinations nor to install new attachments on the elevators whether or not recommended or directed by insurance companies or by governmental authorities, nor to make any replacements with parts of a different design. It is agreed that we are not required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment or by reason of any other cause beyond our control except ordinary wear and tear.

We assume no responsibility for the following items of elevator equipment which are not included in this contract:

Car enclosure (including removable panels, door panels, car gates, plenum chambers, hung ceilings, light diffusers, light tubes and bulbs, handrails, mirrors and carpets); hoistway enclosures; hoistway gates, doors, frames and sills; cylinders, plungers and buried piping.

The items listed on the schedule below show wear. To provide you with the maximum of service from these items, we are accepting them in their present condition with the understanding that you are to pay, in addition to the base amount of this contract, an extra at the time the items listed are first replaced. The charges for this replacement will be determined by prorating the total cost of replacing the individual items. You are to pay for that portion of the life of the items used prior to the commencing date of this contract and we are to pay for that portion used since the commencing date of this contract:

SCHEDULE OF PARTS TO BE PRORATED

Name of Part

Date of Installation

11/11/11

All work is to be performed during our regular working hours of our regular working days unless otherwise specified below.

This contract includes emergency minor adjustment call back service during regular working hours ~~and outside regular working hours~~ See below paragraph

If overtime examinations, repairs or emergency minor adjustment call back service *are not included* in this agreement and are later requested by you, we will absorb the worked hours at single time rates and you will be charged extra for the overtime bonus hours only at our regular hourly billing rates.

PERFORMANCE

We agree, where applicable, to maintain the original contract speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by Otis Elevator Company, and to perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.

GROUP SUPERVISORY SYSTEM

We agree, where applicable, to check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted, and that the system performs as designed and installed by Otis Elevator Company.

STEEL PARTS CABINETS AND WIRING DIAGRAMS

We agree to maintain Otis standard cabinets for the orderly storage of replacement parts in the machine room and original Otis engineering wiring diagrams for the term of the contract.

JOB MATERIAL INVENTORY

We agree to maintain a supply of contacts, coils, leads and generator brushes, lubricants, wiping cloths, and other minor parts in each elevator machine room for the performance of routine preventive maintenance.

SPARE PARTS INVENTORY

We agree to maintain a supply of genuine Otis spare lending and replacement parts in our warehouse inventory. This inventory will include, but is not limited to, generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers, rollers, hoistway limit switches. Such spare lending and replacement parts will be kept in our warehouse inventory or available from our manufacturing facilities located strategically throughout the United States.

It is agreed that we do not assume possession or control of any part of the equipment but such remains yours exclusively as the owner (or lessee) thereof. We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

PARA. 5: Should it be necessary to call us in an emergency, all expenses involved in making the trip from Salt Lake City, Utah to Green River and return, including traveling time, mileage, etc., will be billed at our normal regular billing rate.

The contract price shall be adjusted yearly in the manner provided below: Such adjustments shall be made as soon as practicable after we have received the index of "Producer Commodity Prices for Metals and Metal Products" published during the month within which falls the anniversary of the commencement of the service.

Each such adjustment shall be made as follows:

1. Twenty Five and 30/100 Dollars (\$ 25.30)
of the contract price shall be increased or decreased by the percentage of increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics during the month within which falls the anniversary of the commencement of the service as compared with the index for December 1987 which was 340.6

2. Two Hundred Twenty Seven and 70/100 Dollars (\$ 227.70)
of the contract price shall be increased or decreased by the percentage of increase or decrease in the straight time hourly labor cost for the month within which falls the anniversary of the commencement of the service as compared with such straight time hourly labor cost on 5-1-88

As used in this provision, the phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate paid to elevator examiners in the locality where the equipment is to be maintained, and the average hourly cost of Fringe Benefits paid to elevator examiners within the _____ Region of Otis Elevator Company.

The words "Fringe Benefits" mean employee benefits granted in lieu of or in addition to hourly rate increases and include, but are not limited to, Pensions, Vacations, Paid Holidays, Group Life, Sickness and Accident and Hospitalization Insurance. The straight time hourly labor cost applicable to this contract is \$ 21.72 of which \$ 5.82 constitutes the cost of Fringe Benefits.

This service shall commence on the 1st day of September 1988, and shall continue thereafter until terminated. Either party may terminate this agreement either at the end of the first five years or at the end of any subsequent five year period by giving the other party ninety (90) days prior written notice.

CONTRACT PRICE

Two Hundred Fifty Three and no/100 --- (\$ 253.00) DOLLARS,
per month, payable monthly.

You shall pay, in addition to the price, any tax imposed upon us, our suppliers or you by any existing or future law, statute, court decision, rule or regulation which is based upon or incident to the transfer, use, ownership or possession of the materials or equipment involved in the performance hereof or the service rendered hereunder.

The price shall be subject to adjustment annually in the manner set forth on Page 4 of this contract.

This Proposal, when accepted by you below and approved by our authorized representative, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

MACHINE NUMBER(S)
~~401150~~

OTIS ELEVATOR COMPANY

By Cecil D. George

Accepted in duplicate September 21 19 88

CITY OF GREEN RIVER

By Donald G. Van Matre, Jr. Title Mayor

Approved for Otis Elevator Company

W. J. David 10-21 88

W. J. DAVID, AUTHORIZED REPRESENTATIVE

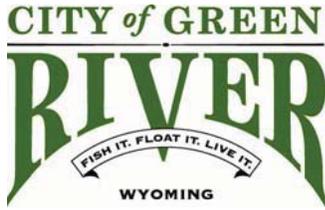
Authorized Representative

73

PARAGRAPH B

The parties agree that a credit of 10% of the monthly contract price, currently amounting to \$26.03, will be allowed from the monthly contract price. This reduction is allowed because of low occupancy, and is to remain in effect until adjusted pursuant to the terms set forth below, at which time the credit will be modified in accordance with the following schedule.

<u>OCCUPANCY</u>	<u>CREDIT</u>
Below 24.9%	40%
25% to 34.9%	35%
35% to 44.9%	30%
45% to 54.9%	20%
55% to 64.9%	15%
65% to 79.9%	10%
80% to 100%	0%



City of Green River City Council Meeting Agenda Documentation

Preparation Date: August 9, 2011	Submitting Department: Parks and Recreation
Meeting Date: August 16, 2011	Department Director: Allan Wilson
	Presenter: Brenda Roosa

Subject: Society of European Stage Authors and Composers (SESAC) Performance License for Municipalities

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

Purpose Statement

This license agreement authorizes the performance of all the compositions in the repertory of SESAC. This additional music license will bring the City of Green River into compliance with the United States Copyright Act. This license covers classes, background music and all other music played during City of Green River events.

Background/Alternatives

The City of Green River has been licensed by ASCAP and BMI to allow for the playing of background music and music in health and fitness classes. This provides an additional license to cover all composers and songwriters. This agreement is renewed on an annual basis without need for an additional agreement.

Attachments

Attachment A Agreement

Fiscal Impact

The yearly fee of \$296.00 will be taken from the Recreation Center (680) Division and the Leisure Program (620) Division budget under the Non-Professional Services (6330) line item within the Parks and Recreation Department budget. The agreement operates on a calendar year basis and for 2011 the fee will be \$148.00.

Staff Impact

Not applicable

Legal Review

The City Attorney reviewed the agreement on August 8, 2011 and found it acceptable for review and consideration by the Governing Body.

Recommendation

Staff recommends that the Governing Body approve the licensing agreement with SESAC (Society of European Stage Authors and Composers) to perform music at City of Green River events and functions.

Suggested Motion

I move to enter into a performance licensing agreement with SESAC.



Instructions for completing the SESAC Performance License

Please verify or complete the information on the SESAC Performance License, then sign where indicated before returning the license with payment in the enclosed postage paid envelope.

1. **Name of corporation, partnership, sole proprietorship, etc.** – verify or complete either the legal name of Corporation as filed with the Secretary of State or the names of the Partners in a Partnership or the name of the Sole Proprietor.
2. **Mailing address** – verify or complete the mailing address of the Corporation, Partnership or Sole Proprietor including street address, city, state and zip code.
3. **Name** – verify or complete the name of the establishment being licensed.
4. **Location** – verify or complete the street address, including city, state and zip code of the establishment being licensed.
5. **Telephone, Fax and email** – complete these sections.
6. **Please insert today’s date** – input the date you sign the SESAC Performance License
7. **Licensee** – sign the SESAC Performance License where indicated, then type or print the name of the person who signs the license including his or her title.

If Schedule “A” is Attached

8. Verify all the information regarding music usage.

If an Addendum is Attached

9. **Complete** the addendum and sign where indicated

ALL PAGES OF THE SESAC PERFORMANCE LICENSE, INCLUDING THE SCHEDULE “A” MUST BE RETURNED TO SESAC.

Two ways to pay! Return this stub with your 1) check or 2) credit card information.



1. If paying by check please complete the following:

2. If paying by Visa or Mastercard please complete the following:

Check No. _____ Amount Paid: _____ Amount Charged: \$ _____

Establishment Name _____ Cardholder Name _____

Card Billing Address _____

City _____ State _____ Zip _____

Card No. _____ - _____ - _____ - _____

Expiration Date __/__/__ Security Code (see below*) _____

Signature _____

*The security code is the last three or four digits printed on the back of your credit card in the signature block.

FOR INTERNAL USE ONLY

63-49-01007

Please send all correspondence to: 55 Music Square East, Nashville, TN 37203

NOTICE TO WYOMING PROPRIETORS

Wyoming law (§40-13-30 to §40-13-305, “An Act relating to the enforcement of copyright licenses”) requires SESAC, Inc. (one of the “performing rights societ[ies]” defined under the law) to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to SESAC:

- (1) A schedule of the rates and terms of royalties under the contract;

Be advised that the rates and terms of SESAC’s performance rights license are contained in paragraphs 1, 3, 4, 5 and/or 7 of the contract and the rate schedule attached thereto and made a part thereof.

- (2) The opportunity, at your request, to review the most current available list of the affiliates represented by SESAC;

The most current list of SESAC’s affiliates may be accessed at <http://sesac.com>.

- (3) Notice that SESAC will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in SESAC’s repertory.

Any request for the most current list of the SESAC repertory should be addressed to SESAC, Inc, 55 Music Square East, Nashville, TN 37203. The cost of a printed listing is \$613.32. Alternatively, the SESAC repertory may be accessed at <http://sesac.com>.

- (4) Notice that SESAC has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by SESAC:

SESAC’s toll-free information hotline is 800-826-9996.

- (5) Notice that SESAC complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

SESAC PERFORMANCE LICENSE for MUNICIPALITIES

Agreement made in New York by and between SESAC LLC ("SESAC"), a Delaware limited liability company, with offices at 55 Music Square East, Nashville, TN 37203 and

City of Green River ("LICENSEE")
(Legal Name of Entity)

(Billing Address) 50 East 2nd North

(City, State, ZIP) Green River, WY 82935

Telephone: (307)872-0511 Fax: (307)872-0509 E-mail: broosa@cityofgreenriver.org

SESAC and LICENSEE hereby mutually agree as follows:

1. GRANT OF RIGHTS: Effective as of **July 01, 2011** (the "Effective Date") SESAC grants to LICENSEE the non-exclusive right and license to publicly perform live or recorded non-dramatic renditions of the musical compositions, the performance rights to which SESAC controls and/or is empowered to license (the "Compositions") solely on and in connection with the following:

Name **City of Green River**
Location **Green River, WY** (the "Municipality")

As used herein, "Municipality" shall include those locations owned, operated, and/or leased by LICENSEE which are used as governmental offices or for related purposes; those locations at which events are held under LICENSEE's sole control and attended by LICENSEE's employees, their families, social acquaintances, citizens, and other members of the public; and those areas owned, operated, and/or leased by LICENSEE which are under LICENSEE's sole control.

2. LIMITATIONS OF RIGHTS: The Rights granted pursuant to Paragraph 1 above shall specifically exclude:

A. the right to perform, broadcast, televise or otherwise transmit the Compositions to any location (unless and to the extent otherwise expressly permitted in Schedule "A");

B. the right to grant the Rights to any third party;

C. "Grand Rights" in and to the Compositions ("Grand Rights" include, but are not limited to, the right to perform in whole or in part, dramatico-musical and dramatic works in a dramatic setting);

D. performances of the Compositions (i) which are part of a background music service originating from any location including the Municipality, for which SESAC performance license fees are otherwise paid, regardless of the means by which such performances are transmitted on or to the Municipality, and/or (ii) by coin-operated phonorecord players ("jukeboxes"), as defined in 17 U.S.C. § 116.

E. This license shall specifically exclude concerts. "Concerts" are those performances by an entertainer, group, or performer for which an admission or other fee is charged and which are not solely promoted by LICENSEE.

F. This license shall specifically exclude "Sporting events." "Sporting events" are professional, semi-professional, major or minor league athletic competitions.

G. This license shall specifically exclude Colleges and/or Universities.

3. TERM OF LICENSE:

A. The term of the Agreement shall be for an initial period that commences upon the Effective Date and continues for a period of one (1) year (the "Initial Period"). Thereafter, the Agreement shall automatically continue in full force and effect for successive additional periods of one (1) year ("Renewal Period(s)"). SESAC and /or LICENSEE shall have the right to terminate this Agreement as of the last day of the Initial Period or as of the last day of any Renewal Period(s) upon giving written notice to the other party by certified mail, return receipt requested, at least thirty (30) days prior to the commencement of any Renewal Period(s). The Initial Period and Renewal Period(s) are sometimes collectively referred to herein as the "Term."

B. Notwithstanding anything to the contrary contained herein, SESAC shall have the right to terminate this Agreement upon thirty (30) days written notice by reason of any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, which shall result in substantial interference in SESAC's operation or any substantial increase in the cost of conducting its business.

4. LICENSE FEE:

A. As consideration for the Rights granted herein, LICENSEE shall pay to SESAC the annual "License Fee" then in effect in accordance with the "Fee Schedule" set forth in Schedule "A" attached hereto.

B. In the event that SESAC is determined by the taxing authority or courts of any state, territory or possession in which LICENSEE conducts its operation to be liable for the payment of a gross receipts, sales, use, business use or other tax which is based on the amount of SESAC's receipts from LICENSEE, then LICENSEE shall reimburse SESAC, within thirty (30) days of notification therefor, for LICENSEE's pro rata share of any such tax derived from receipts received from LICENSEE, unless by constitution or statute, LICENSEE is exempt from any such tax whether applied directly or indirectly to LICENSEE.

C. SESAC shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month for any License Fee payment that is more than thirty (30) days past due. In the event that SESAC incurs any costs or fees in connection with the collection of any amounts past due to SESAC hereunder, including without limitation reasonable attorney's fees, then LICENSEE shall be responsible for paying such amounts to SESAC unless by constitution or statute, LICENSEE is exempt from any such charge whether applied directly or indirectly to LICENSEE.

D. Effective January 1 of each calendar year the License Fee Schedule may be increased by an amount (rounded to the nearest dollar) equivalent to the percent increase in the Consumer Price Index – All Urban Consumer (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, between the most recent October and the preceding October or five percent (5%), whichever amount is greater.

5. MISCELLANEOUS:

A. In the event LICENSEE fails to pay the License Fee when due or is otherwise in default of any other provision of this Agreement, then SESAC shall have the right to terminate this Agreement in addition to pursuing any and all other rights and/or remedies available if LICENSEE has not cured such breach within thirty (30) days following SESAC's written notice of such default.

B. SESAC shall have the right to withdraw from the scope of this License, upon written notice, the right to perform any musical composition licensed hereunder as to which any action has been threatened, instituted, or a claim made that SESAC does not have the right to license the performance rights in such composition.

C. This Agreement shall be binding upon and inure to the benefit of SESAC's and LICENSEE's legal representatives, successors, and assigns, but no assignment shall relieve SESAC or LICENSEE of their obligation under this Agreement.

D. This Agreement supersedes and cancels all prior negotiations and understandings between SESAC and LICENSEE in connection with the Municipality. No modification of this Agreement shall be valid or binding unless in writing and executed by SESAC and LICENSEE. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect. No waiver of any breach of this Agreement shall be deemed a waiver of any preceding, continuing or succeeding breach of the same, or any other provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be duly signed as of _____
Please insert today's date

LICENSEE

SESAC LLC

BY: _____
(please sign here)

BY: _____

Hank Castillon

(Type or print name)

TITLE: Mayor

TITLE: _____

Please mail signed license to:

SESAC
55 Music Square East
Nashville, TN 37203

Schedule "A"
MUNICIPALITY - 2011

I. **Municipality.** "Municipality," as used in the SESAC Performance License effective **July 01, 2011** (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Municipality:

Name **City of Green River**
Location **Green River, WY** (the "Municipality")

II. **Fee Schedule/License Fee.**

A. The annual License Fee shall be based upon the "Population" of the Municipality as noted below:

<u>"Population"</u>	<u>License Fee for calendar year 2011</u>
25,000 or less	\$ 296
25,001 - 50,000	\$ 591
50,001 - 100,000	\$ 963
100,001 - 150,000	\$ 1,405
150,001 - 250,000	\$1,920
250,001 - 500,000	\$2,511
500,001 And over	\$3,178 + \$296 for each additional 100,000 population

Population: 11,000

This license will authorize **audio and/or audio/visual musical performances** (radio, records, tapes, compact discs, videocassettes, laser discs, television, and similar media), and **live musical performances**. This license will also authorize performances via **music on hold** systems operated by LICENSEE.

B. As used herein, "Population" shall mean the total population of the Municipality as of the most recent United States Census.

C. LICENSEE shall pay the License Fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial License Fee payment shall be a pro-rated amount calculated using the then current License Fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made annually in one (1) payment on or before the first day of January, for the billing period of January 1 through December 31 of each calendar year of the Term.

D. Upon execution of this Agreement, LICENSEE shall provide SESAC with a report detailing the Population as of the Effective Date. Thereafter, on or before October 1 of each calendar year, in the event that a change in the Population results in a change in fee category, LICENSEE shall submit an updated report of the Population. License fees will be adjusted effective the following January 1. SESAC retains the right to obtain these figures through United States Census Data and make appropriate adjustments to the license fee.

E. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.D of the Agreement.

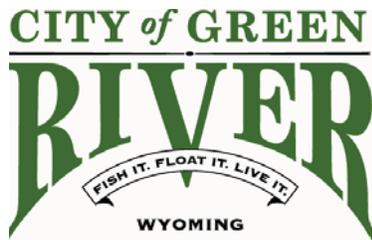
III. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.

Please do not detach, must accompany license
Please mail completed license to: SESAC, 55 Music Sq. E., Nashville, TN 37203

City of Green River / 63-49-01007 / MD

ID# 346655

V1207AM



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

Preparation Date: 8/10/11	Submitting Department: Public Works
Meeting Date: 8/16/11	Department Director: Mike Nelson
	Presenter: Mike Nelson

Subject: Request for Removal of Items from the Landfill

Purpose Statement:

Authorize the removal of items from the Landfill as requested by Kayli Westling. Kayli Westling of Green River has requested the removal of a washer drum and stool 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

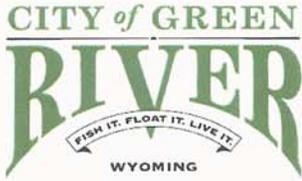
Fiscal Impact: None

Staff Impact: Minimal

Legal Review: N/A

Recommendation: Staff recommends approval of request

Suggested Motion: "I move to authorize the removal of a washer drum and stool from the Landfill by Kayli Westling."



City Council Meeting Agenda Documentation

Preparation Date: 08-11-11	Submitting Department: Administration
Meeting Date: 08-16-11	Department Director: Barry Cook
	Presenter: Barry Cook

SUBJECT RENEW ANNUAL HILL’S PET NUTRITION, INC. AGREEMENT

PURPOSE STATEMENT

Renew the annual agreement between the City of Green River and Hill’s Pet Nutrition, Inc. for food products at the Green River Animal Shelter.

BACKGROUND - ALTERNATIVES

The City Animal Shelter has used Hill’s products for several years and staff recommends them.

ATTACHMENTS

Agreement

FISCAL IMPACT

\$0.35 per pound

STAFF IMPACT

N/A

LEGAL REVIEW

PENDING

RECOMMENDATION

Renew the annual agreement with Hill’s Pet Nutrition, Inc.

SUGGESTED MOTION

I MOVE to approve the agreement with Hill’s Pet Nutrition, Inc. subject to final approval from legal counsel.

AGREEMENT

THIS AGREEMENT is made and entered into the ____ day of _____, 2011 (the "Effective Date"), by and between **HILL'S PET NUTRITION, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Avenue, Topeka, Kansas 66603 ("Hill's"), and **CITY OF GREEN RIVER** with its principal place of business located at physical address 210 E Teton Blvd. Green River, WY 82935-5692 ("Shelter").

WHEREAS, Hill's and the Shelter desire to enter into an arrangement whereby Hill's provides its Science Diet® pet food products and pet nutrition educational services to the Shelter in exchange for the Shelter feeding Hill's® Science Diet® pet foods exclusively to the canines and felines being cared for by the Shelter and distributing a small bag of Science Diet pet food with each canine or feline adoption;

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and provisions contained herein, the parties agree as follows:

1. In-Shelter Feeding.

- (a) Hill's shall provide certain Hill's Science Diet pet food products free of charge to the Shelter for the sole purpose of feeding all canines and felines being cared for by the Shelter ("In-Shelter Feeding").
- (b) The type and quantity of Science Diet pet food provided each week by Hill's to the Shelter for In-Shelter Feeding, and Foster Animals (the "Complimentary Products") shall be in accordance with the Shelter's standing order (the "**Complimentary Products Standing Order**") set forth in **Appendix B** attached hereto. (See **Appendix D** for a 12-month forecast based upon Shelter's Complimentary Products Standing Order.) Hill's reserves the right to substitute the specific Science Diet pet food products that Shelter normally orders, with nutritionally equivalent Science Diet pet food products at any time.
- (c) Hill's acknowledges that unforeseen business conditions may require the Shelter to request an increase in the free food allotment. Increases need to be mutually agreed upon.
- (d) The Shelter acknowledges that the Complimentary Products are for In-Shelter Feeding only and covenants and agrees that it shall not resell or redistribute them.
- (e) Shelter agrees to pay Hill's for shipping and handling costs at the rate of thirty-five cents (\$0.35) per pound for the Complimentary Products. Such payment shall be made pursuant to Section 7 of this Agreement.

2. Shelter's Distribution of Hill's Science Diet Pet Foods to Adopters. The Shelter covenants and agrees that it shall provide to each adopter of a canine or feline from its population, one 3.5- to 5-pound bag of any Science Diet pet food product listed in **Appendix C** ("Small Trial Bags"). The Shelter shall order from Hill's, at no cost, the number of Small Trial Bags adequate to fulfill its obligation to provide a Small Trial Bag to each adopter. The number of Small Trial Bags ordered by the Shelter shall be in accordance with the Shelter's **Small Trial Bags Standing Order** set forth in **Appendix C** attached hereto. (See **Appendix D** for a 12-month forecast based upon Shelter's Small Trial Bags Standing Order.) Small Trial Bags are to be used by Shelter for adoptions only; any other use is prohibited.

3. Hill's Obligations. Hill's will give Shelter exclusive access to Hill's Shelter Web Portal (the "Portal"). This unique Portal provides access to a library of relevant information, such as articles, links to important organizations and other shelter resources. Additionally, it allows the Shelter to manage and monitor all food and promotional material orders as well as conveniently Submit adopter names and information. Log-in and password information will be provided by Hill's.

4. Shelter's Obligations. Shelter hereby covenants and agrees that, in addition to any other obligation it has under this Agreement, Shelter will abide by the following:

- (a) throughout the term of this Agreement, prominently and exclusively display Hill's pet food products in its reception/adoption area;
- (b) prominently display in its reception area and, as appropriate, on animal cages, Hill's Science Diet brand point-of-purchase materials and other collateral materials provided by Hill's, and in the event Shelter publishes a newsletter, Shelter agrees to include in such newsletter the Science Diet logo along with a statement that Shelter feeds Science Diet pet foods;
- (c) in the event that Shelter maintains a website, prominently promote and display on Shelter's website landing page the Science Diet logo with an active link to Hillspet.com, and promote that Shelter is exclusively feeding Science Diet brand pet food; website changes will be made within sixty (60) days of Agreement being signed;
- (d) work with Hill's in a good faith effort to ensure that at least fifty percent (50%) of its staff successfully completes the Hill's Pet Nutritional Counselor ("SNC") program;
- (e) provide to Hill's by the first Friday of each month, the name, address, adoption date, phone, e-mail, pet breed, pet date of birth, and pet name for all new adopters of canines and/or felines who have specifically consented to the release of this information for Hill's exclusive use in providing them with product coupons and information (the "Adopter Information"), with such Adopter Information to be provided in an electronic format acceptable to Hill's;
- (f) during the term of this Agreement, not promote, display, distribute, endorse, or feed any pet food products other than Hill's® Science Diet® and/or Hill's® Prescription Diet® brand pet foods; with the exception that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied endorsement of such donated product;
- (g) maintain its current status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of the actual or threatened revocation of that status;
- (h) house all pets cared for by Shelter in a safe, caring, clean and socially-enriched environment;
- (i) not treat any animals in an abusive or inhumane manner;
- (j) educate adopters about caring for the pet and responsible pet ownership;
- (k) provide Hill's with a delivery address of either a physical shelter with a business sign and posted operating hours, a veterinary clinic, or a pet-related business;
- (l) have a veterinarian on staff or sponsoring veterinarian who provides on-going healthcare for the animals; and
- (m) provide Hill's with right of first refusal for all pet food sponsorships.

5. Term and Termination.

- (a) This Agreement shall become effective upon the date first above written and shall remain in effect for a one (1) year trial period, at which time the Agreement shall automatically renew for a period of two (2) additional years if performance criteria have been met, unless earlier terminated as provided herein. This Agreement may be terminated at any time during the initial one-year trial period or two-year renewal period:
 - (i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;
 - (ii) by either party, immediately upon written notice to the other party if Hill's ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed

for its assets, or an order has been made for its “winding-up” or if the Shelter loses its status as a 501(c)(3) not-for-profit organization or governmental entity; or

(iii) by Hill’s, if Shelter breaches its material obligations including, but not limited to, nonpayment or any other obligations under section 1, section 2, section 4, or section 6, effective upon written notice of such breach to Shelter; or

(iv) by Hill’s, if Shelter’s account remains inactive for a minimum of three months, effective upon written notice to Shelter.

(b) Upon the expiration or termination of this Agreement, Hill’s shall cease providing the pet food products under Sections 1 and 2 herein, and the Shelter shall within 30 days thereof pay any outstanding amounts owed to Hill’s for shipping and handling costs described in Section 1. Additionally, the Shelter shall return to Hill’s or, at Hill’s discretion, make available for pick up by Hill’s or its designated agents, any Hill’s display rack and remaining point-of-purchase and other collateral materials which Hill’s had provided to the Shelter.

6. Terms.

(a) Hill’s sales company, Hill’s Pet Nutrition Sales, Inc. (“Hill’s Sales”), will invoice Shelter for the shipping and handling costs set forth in Section 1 above, and Shelter shall remit payments to Hill’s Sales.

(b) The terms for Hill’s pet food products ordered pursuant to Sections 1 and 2 of this Agreement shall be those set forth in **Appendix A** attached hereto and incorporated by reference.

(c) Nothing in this Agreement shall prohibit Shelter from purchasing Hill’s Science Diet pet foods (other than those in Appendix B and C) and Hill’s Prescription Diet pet foods through Hill’s normal sales channels. Shelter agrees such products are not purchased for resale and that such products will not be re-sold unless Shelter is an approved Hill’s retailer.

7. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill’s.

8. Audit. Upon reasonable notice and within the Shelter’s normal business hours, Hill’s shall have the right to audit and inspect the Shelter’s facilities, books, documents, papers and records relating to the order, use and re-distribution of Hill’s pet food products and, if applicable, the use and maintenance of the Hill’s display rack.

9. Indemnification. Each party (as indemnitor) agrees to indemnify and hold the other party (as indemnitee) harmless against and from any and all losses, claims, damages or liabilities, joint or several, to which the indemnitee may become subject as the result of acts or omissions, by the indemnitor in connection with the performance of the indemnitor’s duties under this Agreement or as the result of its material breach of any representation, warranty, covenant or agreement pertinent to this Agreement. This indemnity provision shall survive the termination of this Agreement.

10. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Governing Law. This agreement shall be construed and enforced in accordance with the laws of the State of Kansas without regard to its principles governing conflicts of law.

12. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, or provision hereof, be taken as or held to be a waiver of any

subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, term, or provision of this Agreement.

13. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

HILL'S PET NUTRITION, INC.

CITY OF GREEN RIVER

By: _____

By: _____

Print Name: Amaud Brel

Print Name: _____

Title: Sr. Product Manager,
Shelter & Professional Endorsement

Title: _____

APPENDIX A

Hill's Terms

Orders. All orders for HILL'S SCIENCE DIET products accepted by HILL'S shall be subject to HILL'S terms and conditions as set forth in this Agreement. It is expressly understood and agreed by the Shelter that HILL'S shall have the right at its sole option to amend these terms and conditions from time to time, including without limitation, payment terms, shipping terms, pricing and discounts. HILL'S shall not be obligated to accept any order. In the event of partial shipment of an order, the order shall be accepted only to the extent of such shipment.

Shipping Terms. The shipping terms for all SCIENCE DIET products ordered under this Agreement will be prepaid FOB origin of shipment which, for purposes of this Agreement, means that HILL'S shall prepay freight costs but that title and risk of loss shall pass from HILL'S to Shelter at the point the SCIENCE DIET products are loaded onto the common carrier at HILL'S plant or warehouse facility. Unless otherwise specified in this Agreement, shipping terms used in this Agreement shall have the meanings adopted by the International Chamber of Commerce in "INCOTERMS - 2000".

Payment of Shipping and Handling.

- (a) Unless Shelter shall have secured prior written approval from HILL'S in Topeka, Kansas, of other terms of payment, payment shall be made by Shelter in U.S. dollars.
- (b) Terms of payment shall be determined at the sole discretion of HILL'S and will be communicated to the Shelter in writing. Shelter shall be eligible for payment terms of Net 30 Days from date of invoice, provided HILL'S receives and approves the following Shelter documents: (a) annual audited financial statements (within 90 days of year end); and (b) quarterly internal financial statements (true and accurate profit and loss statement, balance sheet and cash flow statement) if available. Shelter must provide true and accurate annual financial information in order to remain on 30-day terms.
- (c) Shelter's account with HILL'S must remain current at all times. Failure by Shelter to make payments when due may result in HILL'S denial of further shipments until Shelter's account is brought current.
- (d) A monthly charge of 1.5% or the highest allowable interest will be applied to any past due balance. A charge of \$15.00 will be added to any dishonored check/instrument, in addition to any other charge permitted under the laws of the State of Kansas. Past due accounts are subject to HILL'S credit limits/restrictions. In the event litigation or collection action is commenced by HILL'S to enforce payment of any overdue balance on Shelter's account, Shelter shall be responsible for payment of all HILL'S legal fees, court costs, and other expenses incurred by HILL'S or their authorized agent in relation thereto.

Damaged/Outdated Product. Shelter shall not, under any circumstances and regardless of whether or not Shelter is entitled to remedy from Hill's in accordance with Hill's limited warranty as set forth below, sell or transfer any damaged or out-of-date product without prior inspection and written consent of HILL'S. Product shall be considered to be damaged in any of the following circumstances: (i) for spoilage by fire, water or other such occurrence; (2) if Shelter claims it is damaged and HILL'S approves such claim, or (3) if it is considered by HILL'S to be in a condition which is inappropriate for sale. SCIENCE DIET products shall be considered out of date after the "Best Before" date stated on the packaging. In the event product becomes damaged or out-of-date, HILL'S reserves the right at its sole option to require Shelter either to dispose of such product in accordance with HILL'S instructions and to provide HILL'S with proof of such disposition or to return such product to a place to be designated by HILL'S at HILL'S expense.

Limited Warranty of HILL'S

- (a) HILL'S warrants that all SCIENCE DIET products packaged in cans will remain merchantable for eighteen (18) months from the date of manufacture as provided on such packaging. HILL'S warrants that all dry SCIENCE DIET products will remain merchantable for twelve (12) months from the date of manufacture as provided on such packaging. This limited warranty does not extend to products which are (i) not kept between 50-120 degrees Fahrenheit at all times after shipment by HILL'S, or (ii) which are not stored in a commercially reasonable manner, or (iii) which are not stored in an appropriate insect and rodent controlled environment, or (iv) which are stored in damaged packaging, unless the packaging was damaged before shipment by HILL'S, or (v) which are otherwise damaged by fire, flood, storm, earthquake or other such occurrence in any way after shipment by Hill's to Shelter.
- (b) HILL'S liability for any loss or damage arising out of or in connection with the sale or use of SCIENCE DIET products shall be limited to replacement of any defective products and in no event shall HILL'S be liable for consequential, special, indirect or other damages resulting from commercial loss.
- (c) Claims for loss or damage arising out of or connected with the sale or use of SCIENCE DIET products must be submitted in accordance with HILL'S published bulletins regarding such claims. These bulletins, as amended from time to time, will be furnished to Shelter by HILL'S.

LIMITATION OF LIABILITY THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITED WARRANTIES ARE LIMITED TO DEFECTS SOLELY ATTRIBUTABLE TO HILL'S. IN NO EVENT WILL HILL'S BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES IN ANY ACTION, EVEN IF HILL'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Appendix B
DEFAULT SHEET IN-SHELTER FEEDING

Shelter Name: City of Green River
 Address: 50 E 2nd North St
 City: Green River State: WY Zip: 82935-4206
 Contact: Tracy Wyant Phone: (307) 872-0570 Fax: (307) 872-0520

Calculating In-Shelter Free Food Order

1 Average number of animals housed daily:

	# of Canines	# of Felines	Grand Total of Pounds fed
Number	23	20	
Avg. # of Pounds	200	50	
Total # of Pounds	4600.00	1000.00	5600.00
% by Species	82%	18%	

	Canines	Felines	Total
Total Annual lbs. Fed:	4600.00	1000.00	5600.00

2 Total In-Shelter Feeding Needs per Week by product Dog/Cat:

Total # of Canine Pounds	88
Total # of Feline Pounds	19
Total # Pounds	107

3 In-Shelter Weekly Feeding Needs by Lifestage

Species	Lifestage	Bag Size	Pounds	# of Units	Actual Split (%)
Canine:	Puppy	40.00	34.4	0.86	39%
	Dog	40.00	53.6	1.34	61%
Feline:	Kitten	20.00	9.5	0.48	50%
	Cat	20.00	9.5	0.48	50%

Orders are automatically processed weekly unless otherwise requested by the shelter prior to the weekly order deadline. For information on your specific order deadline or to adjust standing In-Shelter order, call 1-866-283-1217.

Appendix C
DEFAULT SHEET SMALL BAG TRIAL

City of Green River

Calculating Consumer "Small Trial Bag" Shipments

1 Number of Animals Adopted Annually

		Annual # of Adoptions		Annual # of Adoptions	
Canine:	Puppy	116	Feline:	Kitten	59
	Dog	92		Cat	30
Total Dogs:		208	Total Cats:		89
		70%			30%
Total Adoptions:					297

2 Total Small Trial Bag Needs per Week by product Canine/Feline:

		Bags per Week		Bags per Week	
Canine:	Puppy	2.23	Feline:	Kitten	1.13
	Dog	1.77		Cat	0.58
Total Canine Bags:		4.00	Total Feline Bags:		1.71

3 Weekly "Small Trial Bag" Order (see calculated pounds in 2)

Species	Lifestage	Bag Size (lbs)	Pounds	# of Units	Suggested Split
Canine:	Canine Puppy	4.50	7.02	1.56	39.04%
	Canine Large Breed Puppy	4.50	3.02	0.67	16.73%
	Canine Adult	5.00	7.10	1.42	35.38%
	Canine Mature Adult	5.00	1.75	0.35	8.85%
					100.00%
Feline:	Feline Kitten	3.50	3.96	1.13	66.29%
	Feline Adult	4.00	1.84	0.46	26.97%
	Feline Mature Adult	4.00	0.48	0.12	6.74%
					100.00%

Orders are automatically processed weekly unless otherwise requested by the shelter prior to the weekly order deadline. For information on your specific order deadline or to adjust standing In-Shelter order, call 1-866-283-1217.

18.86 In-Shelter Feeding Pounds per Adoption
--

City of Green River
 12-Month Forecast: In-Shelter Feeding + Small Trial Bag Volume

Lifesstage	Bag Size (lbs.)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
IN-SHELTER FEEDING VOLUME:														
CANINE														
Puppy	40.00	149.07	149.07	149.07	149.07	149.07	149.07	149.07	149.07	149.07	149.07	149.07	149.07	1788.84
Dog	40.00	232.27	232.27	232.27	232.27	232.27	232.27	232.27	232.27	232.27	232.27	232.27	232.27	2787.24
FELINE														
Kitten	20.00	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	494.04
Cat	20.00	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	41.17	494.04
	shipping/delivery	463.68	463.68	463.68	463.68	463.68	463.68	463.68	463.68	463.68	463.68	463.68	463.68	5564.16
		162.29	162.29	162.29	162.29	162.29	162.29	162.29	162.29	162.29	162.29	162.29	162.29	1937.48
IN-SHELTER FEEDING UNITS:														
CANINE														
Puppy	40.00	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	44.76
Dog	40.00	5.81	5.81	5.81	5.81	5.81	5.81	5.81	5.81	5.81	5.81	5.81	5.81	69.72
FELINE														
Kitten	20.00	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	24.72
Cat	20.00	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	2.06	24.72
		13.66	13.66	13.66	13.66	13.66	13.66	13.66	13.66	13.66	13.66	13.66	13.66	163.92
SMALL TRIAL BAG VOLUME:														
CANINE														
Puppy	4.50	30.42	30.42	30.42	30.42	30.42	30.42	30.42	30.42	30.42	30.42	30.42	30.42	365.04
Puppy Large Breed	4.50	13.09	13.09	13.09	13.09	13.09	13.09	13.09	13.09	13.09	13.09	13.09	13.09	157.08
Adult Dog	5.00	30.77	30.77	30.77	30.77	30.77	30.77	30.77	30.77	30.77	30.77	30.77	30.77	369.24
Canine Mature Adult	5.00	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58	7.58	90.96
		81.86	81.86	81.86	81.86	81.86	81.86	81.86	81.86	81.86	81.86	81.86	81.86	986.32
FELINE														
Kitten	3.50	17.16	17.16	17.16	17.16	17.16	17.16	17.16	17.16	17.16	17.16	17.16	17.16	205.92
Adult Cat	4.00	7.97	7.97	7.97	7.97	7.97	7.97	7.97	7.97	7.97	7.97	7.97	7.97	95.64
Feline Mature Adult	4.00	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	2.08	24.96
		27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	27.21	328.52
TOTAL # OF SMALL TRIAL BAG VOLUME		109.07	1308.84											
SMALL TRIAL BAG UNITS:														
CANINE														
Puppy	4.50	6.76	6.76	6.76	6.76	6.76	6.76	6.76	6.76	6.76	6.76	6.76	6.76	81.12
Puppy Large Breed	4.50	2.91	2.91	2.91	2.91	2.91	2.91	2.91	2.91	2.91	2.91	2.91	2.91	34.92
Adult Dog	5.00	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	6.15	73.80
Canine Mature Adult	5.00	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.52	18.24
		16.34	16.34	16.34	16.34	16.34	16.34	16.34	16.34	16.34	16.34	16.34	16.34	198.12
FELINE														
Kitten	3.50	4.90	4.90	4.90	4.90	4.90	4.90	4.90	4.90	4.90	4.90	4.90	4.90	58.80
Adult Cat	4.00	1.99	1.99	1.99	1.99	1.99	1.99	1.99	1.99	1.99	1.99	1.99	1.99	23.88
Feline Mature Adult	4.00	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52	0.52	6.24
		7.41	7.41	7.41	7.41	7.41	7.41	7.41	7.41	7.41	7.41	7.41	7.41	88.92
TOTAL # OF SMALL TRIAL BAG UNITS		23.75	287.00											



Hill's® Pet Nutrition, Inc. and Subsidiaries
 400 SW 8th Ave, Topeka, Kansas 66603
 PHONE: 866 283 1217 FAX: 877 894 4600

For Office Use
 Plant _____ Trans. Zone _____
 Account # _____
 Acct. Set-up Sign. _____

SHELTER PARTNER PROGRAM ANIMAL SHELTER/HUMANE SOCIETY ACCOUNT APPLICATION

(Renewal: Complete only if there are any changes to your account)

***Shipping location must be a: (physical shelter with sign and operating hours posted, vet clinic or pet related business, not in residential district.)**

*** SHIP TO:**

BILL TO

Business Name _____	Business Name _____
Street Address _____	Street Address _____
or PO Box _____	Street Address _____
City/State/Postal Code _____	City/State/Postal Code _____
County _____	County _____
Contact Name _____	Delivery Contact _____
Phone _____	Phone _____
Cell Phone _____	Cell Phone _____
FAX _____	FAX _____
E-mail _____	e-mail _____
Website address _____	

Shelter staffed Veterinarian? Yes / No (circle one) Full service clinic? Yes / No (circle one)

If yes- Veterinarians Name _____

If yes-Veterinarian Signature required: _____

(Only responsibility of veterinarian signature is animal care & prescribing prescription diets for above named shelter.)

If no- **Sponsor Veterinarian** (off-site veterinarian who provides healthcare for the shelter animals)

Veterinarian Name/Clinic Name & Address _____

***Shelter must provide a copy of your 501 (c) (3)** Are you exempt from state taxes? **Yes / No (circle one)**
 (If yes, please provide copy of state tax exemption document)

Delivery Information

Are there any specific or unusual delivery instructions? _____

Terms: Please see Science Diet® Shelter Partner Feeding Program Agreement

Authorized Signature _____ Print Name _____ Date _____



Hill's Pet Nutrition, Inc. and Subsidiaries
P.O. Box 148
Topeka, Kansas 66601-0148
(785) 354-8523

YOUR VETERINARY SPONSOR INFORMATION

Sponsored Account Name (Shelter): _____

Sponsored Account Number (Shelter): _____

Clinic Name: _____

Clinic Street Address: _____

City, State, Zip: _____

Clinic Phone: _____

Dated on: _____ of _____, 2011

Veterinarian Name: _____

Veterinarian Signature: _____

(SIGNATURE OF SHELTER'S SPONSORING VETERINARIAN AUTHORIZES SHELTER TO ORDER AND RECEIVE HILL'S PRESCRIPTION DIETS®, PRESCRIBED BY SPONSORING VETERINARIAN ONLY)

*** CONSULTING VET DOCUMENT***
Fax completed form to 877-894-4600