

ORDINANCE NO. 11-__

AN ORDINANCE AMENDING SECTION 1 OF GREEN RIVER ORDINANCE 00-02, AND SECTION 24-1 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, TO INCORPORATE AMENDMENTS TO THE UNIFORM ACT REGULATING TRAFFIC ON HIGHWAYS.

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

Section 1: That Section 1 of Green River Ordinance No. 00-02 and Section 24-1 of the Green River Code of Ordinances, City of Green River, Wyoming, is hereby amended to read as follows:

Section 24-1. Adoption of Uniform Act Regulating Traffic on Highways.

Pursuant to the authority set forth in Wyoming Statutes Annotated Section 15-1-119 (LexisNexis 2011), the Uniform Act Regulating Traffic on Highways (Wyoming Statutes sections 31-5-101 through 31-5-1214), be and hereby is adopted by reference by the City of Green River, Wyoming, with the exception of the following sections:

- (1) § 31-5-112
- (2) § 31-5-118
- (3) § 31-5-225(b)
- (4) § 31-5-233 through 237
- (5) § 31-5-502
- (6) § 31-5-930
- (7) § 31-5-959
- (8) § 31-5-1101
- (9) § 31-5-1108(d)
- (10) § 31-5-1112
- (11) § 31-5-1201
- (12) § 31-5-1206(c)

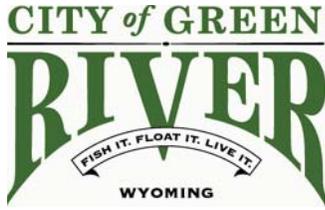
PASSED, ADOPTED AND APPROVED this ____ day of _____, 2011.

H. Castillon, Mayor

ATTEST:

Jeffrey V. Nieters, City Clerk

First Reading:
Second Reading:
Third Reading:



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 9/13/2011	Submitting Department: Community Development
Meeting Date: 9/20/11	Department Director: Laura Hansen
	Presenter: Laura Hansen

Subject: Resolution authorizing acceptance of a \$50,000 grant from the Wyoming Department of Transportation and approval to enter into a contract with Clarion Associates in the amount of \$105,988 for the Comprehensive Plan update.

Purpose Statement:

To gain authorization from the Governing Body to accept \$50,000 from the Wyoming Department of Transportation and enter into a contract for services with the selected firm.

Background/Alternatives:

On June 23, 2011, the Governing Body approved a Cooperative Agreement with the Wyoming Department of Transportation for financial assistance and participation in the Green River Comprehensive Plan re-write. The City of Green River received the executed Cooperative Agreement on July 21, 2011. The Cooperative Agreement outlines the following:

- 1) WyDOT will:
 - a. Provide a maximum of \$50,000 in Federal-aid funds for the completion of the study; and,
 - b. Perform designated functions outlined in the Scope of Work.
- 2) The City of Green River will:
 - a. Provide a 9.51 percent match of the project funds up to \$5,255.00;
 - b. Prepare a transportation planning study per the Scope of Work;
 - c. Incur any costs beyond the maximum amount of funding allocated to the project; and,
 - d. Perform designated functions outlined the Scope of Work.

A Selection Committee was formed in accordance with the Cooperative Agreement and met on August 25, 2011. The firm of Clarion Associates was selected. A notice to proceed (Authorization for Expenditure) was issued by the Wyoming Department of Transportation on August 26, 2011.

Attached is the Contract for Services and Scope of Work provided by Clarion. The contract has been forwarded to the City Attorney for review. If any items needs corrected, a revised contract will be provided to the Governing Body at the meeting.

Attachments:

- Attachment 1: Executed Cooperative Agreement between the Wyoming Department of Transportation and the City of Green River.
- Attachment 2: Authorization for Expenditure
- Attachment 3: Agreement for Professional Services (including the Green River Master Plan Scope of Work attached as Exhibit A).

Fiscal Impact: \$105,988 project cost minus \$50,000 WyDOT funding for a fiscal impact of \$55,988.

Staff Impact: City staff (in particular the Community Development Department) will be highly involved in the Comprehensive Plan rewrite process. As this is a “Comprehensive” plan, in addition, staff from various other departments (i.e. Parks and Recreation and Public Works) will also be involved.

Legal Review: Pending legal review

Recommendation: Approval of the resolution

Suggested Motion: I move to approve the resolution authorizing acceptance of a \$50,000 grant from the Wyoming Department of Transportation and approval to enter into a contract with Clarion Associates in the amount of \$105,988 for the Comprehensive Plan update.



Matthew H. Mead
Governor

Wyoming Department of Transportation

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

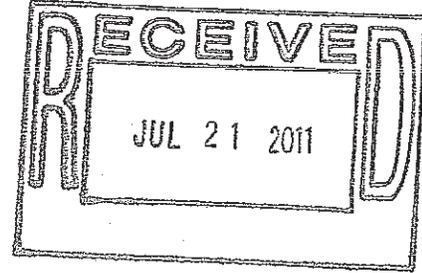
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

ATTACHMENT 1



John F. Cox
Director

July 19, 2011



[Handwritten signature]

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

Dear Mayor Castillon:

Enclosed is an original executed Cooperative Agreement for Project # PL04211 for participation in the Green River Transportation Element of the Comprehensive Plan. Once WYDOT has established an Authority for Expenditure the Planning Section will issue a notice to proceed.

Sincerely,

Kevin McCoy

Kevin McCoy
Senior Policy and Planning Analyst

COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF GREEN RIVER

Federal Project PL04211
City Comprehensive Plan Transportation
Element
Green River, Sweetwater County, Wyoming

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, and the City of Green River, hereinafter referred to as the "City" whose address is 50 East 2nd North, Green River, WY 82935.
2. Purpose. The City and WYDOT desire to participate in a federally funded; City administered planning study to address the transportation element of the City Comprehensive Plan. The City has heretofore designated the location of the study area as described in the attached Scope of Work, shown as EXHIBIT A.
3. Terms of Agreement. This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail. If the City terminates this Agreement prior to project completion then the City will reimburse WYDOT for all Federal-aid funds expended.
4. Responsibilities of the Parties.

WYDOT will:

- Provide a maximum of \$50,000.00 in Federal-aid funds for the completion of this study.
- Perform designated functions outlined in the attached Scope of Work (EXHIBIT A).

The City shall:

- Provide a 9.51 percent match of project funds up to \$5,255.00.
- Prepare a transportation planning study per the attached Scope of Work (EXHIBIT A).
- Incur any costs beyond the maximum amount of funding allocated to the project.

- Perform designated functions outlined in the attached Scope of Work (EXHIBIT A).

5. 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 City 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. The City shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.
- e. Assumption of Risk. The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. WYDOT will notify the City of any state or federal determination of noncompliance.
- f. Audit/Access to Records. The City shall provide free access to any pertinent, books, documents, and papers to 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 purposes of inspection, audit and copying. The City shall provide proper facilities for such access and inspection. The City shall keep copies of these records for at least three years after final payment and settlement. Allocated funds are Wyoming Department of Transportation, Federal Highway Administration (WYDOT, FHWA), federal dollars under the Catalog of Federal Domestic Assistance (CFDA) Program #20.205, Highway Planning and Construction.

- g. 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 performed by the City, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the City 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.
- h. Compliance with Law. The City shall keep informed of and comply with all applicable, Federal, State and local laws and regulations in the performance of this Agreement.
- i. Entirety of Agreement. This Agreement, consisting of six pages and Exhibit "A" (Scope of Work) consisting of six pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- j. Human Trafficking. If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:
 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- k. Indemnification. The City shall indemnify, defend and hold harmless the State of Wyoming, WYDOT, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of the City's failure to perform any of the City's duties and obligations hereunder or in connection with the negligent performance of the City's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of the City's malpractice.

I. Kickbacks.

- (i) The City 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 City is 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 City 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 City shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.
 - (iv) If the City breaches or violates 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.
- m. Nondiscrimination. The City 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 City 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. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.
- n. 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 delivered by hand or certified mail.
- o. 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.
- p. Publicity. Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City and related to the services and

work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.

- q. 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.
- r. Sovereign Immunity. The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the City does not waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et. seq.*, and all other applicable law. Designations of venue, choice of law, enforcement actions and similar provisions should not be construed as a 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.
- s. Suspension and Debarment. By signing this Agreement, the City certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, the City agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.
- t. 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.
- u. The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

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

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.

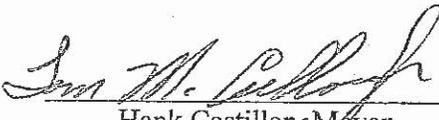
ATTEST:



City Clerk
Title

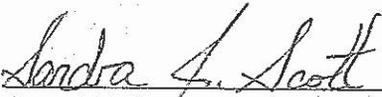
(SEAL)

CITY OF GREEN RIVER:

By: 

Hank Castillon, Mayor
6/23/11
Date

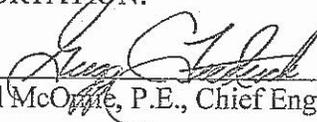
ATTEST:



Secretary-Transportation Commission
Of Wyoming

(SEAL)

WYOMING DEPARTMENT OF
TRANSPORTATION:

By: 

Del McOrte, P.E., Chief Engineer
7/15/11
Date

Approved as to form:

By: 

Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date prepared: June 3, 2011

EXHIBIT A

City of Green River
Community Development Department
50 E 2nd N
Green River WY 82935
307.872.6140 ~ 307.872.0510 fax

Request for Proposals

City of Green River
2012 Comprehensive Plan

1. PURPOSE OF REQUEST

The City of Green River is requesting proposals from qualified planning firms for the completion of a new Comprehensive Plan. The Comprehensive Plan will serve as a guide for physical development of the City and its environs and will provide for a coordinated, adjusted and harmonious development pattern. In addition, the Comprehensive Plan will promote the general welfare of the residents of the City of Green River, as well as ensure efficiency and economy of development. The planning timeframe is ten years (Primary Study Area), with a more general examination of the twenty year growth area (Secondary Study Area) to be provided.

2. TIME SCHEDULE

The City of Green River Comprehensive Plan development process will follow the following general timetable:

Issue RFP	04/06/11
Deadline for Submittal of Proposals	05/04/11
Preliminary Selection of Firm (may include interviews)	06/01/11
Notify "Firm" Chosen	06/15/11
Completion of Comprehensive Plan (Not to exceed)	04/23/12
Adoption of Comprehensive Plan by City Council	05/01/12

3. INSTRUCTIONS TO PROPOSERS

a) All proposals should be sent to:

ATTN: Trish Mansfield, Purchasing Supervisor
City of Green River
50 E 2nd N
Green River WY 82935
(307) 872-6123
Fax: (307) 872-0567
Email: tmansfield@cityofgreenriver.org

b) All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner: "RFP for City of Green River 2012-2022 Comprehensive Plan".

- c) All proposals must be received by 2:00 PM, Wednesday, May 4, 2011, at which time they will be opened. Eight (8) copies of the RFP and associated documents must be submitted. No faxed or telephone proposals will be accepted.
- d) Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Promotional materials are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper is desirable, whenever practicable. Use of both sides of paper sheets for any submittals is also desirable, whenever practicable.
- e) A representative from the City of Green River Comprehensive Plan Selection Committee will notify the selected Firm by Wednesday, June 15, 2011.
- f) All proposals shall include the following sections and shall be organized so that the title of each section corresponds to the titles listed below. The Selection Committee reserves the right to reject any proposals that do not contain these sections or proposals where the sections are not identified in accordance with this RFP.

1. Introductory Letter.

2. Professional Qualifications.

- A list of key personnel, including sub-consultants, to be used on the project.
- List shall include a statement of education and experience for each person, as well as a description of that person's area of responsibility associated with the Comprehensive Plan project.

3. Master Plan / Comprehensive Plan Experience.

- Detailed description of your firm's experience preparing Master Plans and/or Comprehensive Plans. These descriptions should provide, at a minimum, the name(s) of the plans prepared, date(s) of plan preparation (including timeframe from beginning to end of project), adoption date(s), contact person name and telephone number for the public entity for whom the plan was prepared.
- Conflicts with existing work of the Firm or sub consultants that could affect this project should also be stated in this section.

4. Statement of Work.

- All proposals shall indicate how they would proceed to address all of the items listed under the "Statement of Work" section of this RFP.

5. Schedule, Tasks & Costs.

- An itemized estimate of the amount of time to complete the project should be included in this section. Proposers should break up the project into tasks, with an estimated time frame for completion of each task.
- This section shall also include designated staff assigned to each task and an estimate of the hours necessary to complete each task.
- Finally, this section shall include a schedule of fees for the services described herein and an estimate of the total cost of the work. The fee will be a negotiated "not to exceed" cost.

6. References.

- A minimum of three (3) references shall be required.

- Name, address, project name, contact name, contact title and telephone number shall be provided for each reference.

7. Certification.

- The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address, telephone number and email address of the individual(s) with authority to contractually bind the Firm and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.
- g) The submittal of a proposal will be the Firm's indication that it is familiar with the requirements and conditions of this RFP.
- h) The City of Green River Comprehensive Plan Selection Committee shall review all proposals and make recommendations to the Green River City Council.

4. SELECTION CRITERIA

The Comprehensive Plan Selection Committee shall review all proposals submitted by the RFP submittal deadline in accordance with the factors listed below. The Committee may, at its sole discretion, invite top-ranked proposers to an interview with the Committee. All costs associated with participating in said interviews (travel, staff time, preparation, etc.) shall be borne fully by the proposers.

<u>Factor</u>	<u>Weight Given</u>
1. Responsiveness of the written proposal to the Purpose and Scope of service	30%
2. Cost/Budget/Timeline	35%
3. Ability and history of successfully completing contracts of this type, meeting projected deadlines and experience in similar work	35%
Total Criteria Weight	100%

5. TERMS AND CONDITIONS

- a) The City of Green River reserves the right to request clarification of information submitted, and to request additional information from any proposal.
- b) The City of Green River reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- c) The City of Green River reserves the right to reject any and all proposals and waive any formalities or minor irregularities in any proposal.

- d) The Firm shall be required to sign a contract with the City of Green River that will be based on standard forms of agreement. The Firm will be required to provide an agreement for approval by the City's legal staff.

6. OWNERSHIP OF DOCUMENTS & MATERIALS

The City of Green River shall have complete and unrestricted right to use all drawings, documents and materials prepared by consultant in connection with its performance of the services described or referred to herein. Said documents shall become the property of the City of Green River and are not to be used on other projects except with previous written permission of the City of Green River.

7. ADDITIONAL REQUIREMENTS

- a) The Firm shall be responsible and responsive to the City's requests within the scope of this proposal, and shall be guided by the directives of the City of Green River Comprehensive Plan Selection Committee or its designated representative.
- b) The Firm shall certify all work.
- c) All work shall be performed in compliance with the State of Wyoming statutes.
- d) The Firm shall be required to meet with the City of Green River Comprehensive Plan Selection Committee a minimum of three (3) times for direction, clarification, and updates on the project. This Committee shall provide technical guidance and assistance to the Firm. Visits and public meetings for gathering of information to complete the project, as well as for soliciting community participation are not part of the minimum three (3) meetings and should be budgeted for accordingly. Also, the Firm will be required to conduct two (2) public hearings, one before the Planning & Zoning Commission and one before the City Council to present the Final Comprehensive Plan.

8. CITY'S RIGHTS AND RESPONSIBILITIES

The City of Green River shall:

- a) Designate a person(s) to act as the City of Green River's representative to serve as a liaison between the Firm and the City.
- b) Provide the Firm with copies of existing information and documentation needed to complete the Comprehensive Plan.
- c) Examine all documents presented by the Firm and make prompt decisions.
- d) Advise the Firm immediately of any new developments affecting the Comprehensive Plan.
- e) Provide technical assistance in the form of a Technical Committee with local expertise in the various plan elements.
- f) Arrange for appointment of various committees needed to support the Comprehensive Plan preparation, in accordance with the agreed-upon planning process.

9. STATEMENT OF WORK

The current City of Green River Comprehensive Master Plan was adopted February 1, 2005. It is the goal of the City of Green River to develop a Comprehensive Plan that establishes a

vision for the future and provides policies and implementation strategies for attaining that vision.

a) Primary Study Area – Mandatory Elements

The Firm shall prepare a proposed work plan for utilizing existing plans, community participation techniques and other information to prepare a detailed inventory, analysis and projections for the following mandatory Comprehensive Plan elements for the Primary Study Area (existing City Limits):

1) Executive Summary

- The Firm shall provide a summary of the 2012 Comprehensive Plan, including an overview of the plan development process.

2) Vision

- The Firm shall incorporate the work performed in the 2010 “Marketing, Branding and Design Action Plan” and “Strategic Plan 2009 – 2015 – 2025”, as well as input from technical staff, the public and elected officials to develop a Vision for the City of Green River for the year 2022. The Vision shall direct all elements of the Comprehensive Plan. Contact Ladale Brinton, Planner, at (307) 872-6149 or lbrinton@cityofgreenriver.org for copies of the 2010 “Marketing, Branding and Design Action Plan” and “Strategic Plan 2009 – 2015 – 2025”.

3) History & Community Character

- The Firm shall set goals to support the Vision and which preserve the historical character of the community while at the same time providing for compatible, attractive and affordable growth and development.
- The Firm shall incorporate relevant components of the “Marketing, Branding and Design Action Plan” (February 2010) and “Strategic Plan 2009 – 2015 – 2025”.

4) Resource Inventory & Analysis

- The Firm shall develop population, construction and employment trends for the City and make projections into the future.
- The Firm shall prepare a resource inventory to determine deficiencies/excesses and make recommendations for changes.

5) Land Use

- The Firm shall prepare analysis of growth and transportation patterns and recommend appropriate land use designations for undeveloped properties that are anticipated for development within the Comprehensive Plan planning horizon.
- An analysis of growth patterns, with projections for future growth including infrastructure needs, shall be provided by the Firm as part of the Comprehensive Plan.
- The Firm shall prepare a Land Use Map for use within the Comprehensive Plan planning horizon.

6) Transportation & Circulation

- The goals, policies and implementation strategies portion of the Transportation element of the Comprehensive Master Plan Traffic Plan Map has not been updated since 2005.
- The City has a transit program (STAR) which provides fixed route and dial-a-ride services. The STAR Transit plan shall be incorporated in an overall plan for circulation.
- The Firm shall review the Comprehensive Master Plan Traffic Plan Map and associated goals, policies and implementation strategies.

- The Firm shall prepare a Transportation Plan Map for use within the Comprehensive Plan planning horizon.
- The Firm shall prepare analysis of growth and transportation patterns and recommend appropriate Impact Fees.
- Additional funding maybe available to the City through Wyoming Department of Transportation to acquire necessary information to this section.

7) Parks, Recreation & Open Space

- The City of Green River prepared a Parks, Recreation, Open Space, Greenbelt, Trails and Pathways Comprehensive Master Plan in 2008. The Firm shall incorporate relevant components of the Parks, Recreation, Open Space, Greenbelt, Trails and Pathways Comprehensive Master Plan into a Parks, Recreation & Open Space element of the 2012 Comprehensive Plan, including any updates required for changed conditions.
- The Firm shall prepare an analysis of "Fees in Lieu of Dedication" versus "Parkland Dedication" and provide recommendations that will ensure development of adequate parkland to serve the City of Green River residents in a timely manner.

8) Public Utilities & Services

- Utilizing documents provided by the City, interviews with service providers and the existing Comprehensive Plan, the Firm shall provide an update to the Water, Wastewater & Stormwater components of the Comprehensive Plan, as well as provide projections of future needs and development constraints.
- The Firm shall review documents provided by the City, interview public safety officials and incorporate industry best practices to goals, policies and implementation strategies for Public Safety, including provision of ambulance fire and police services.

9) Housing & Neighborhoods

- The Firm shall review growth that has occurred and provide an analysis of housing needs and incorporate those needs into a Housing Element of the Comprehensive Plan.
- The Firm shall also review and incorporate other housing planning documents prepared by the City.

10) Economic Development

- The Firm shall work with the Sweetwater County Economic Development Authority (SWEDA) and elected/appointed officials and technical staff to develop appropriate economic development goals, policies and implementation strategies. Strategies and policies developed for other Comprehensive Plan elements shall work in concert with, and not conflict with, the City's economic development goals.

11) Landscape and Environment

- The City's topography includes several sheer cliffs, various hills with steep terrain and rock outcrops. These physical assets both constrain and compliment development. The current Comprehensive Master Plan Land Use Map views the City as a flat monoplane, with no distinction made between developable and undevelopable property with respect to slope. The Firm shall prepare a slope analysis for undeveloped property and make recommendations for identification and restriction of development to protect the City's slopes from erosion, landslide and other compromises associated with development pressure.

- Parts of the City are included as part of the FEMA-designated 100-year Floodplain. The Firm shall recommend policies and strategies for optimizing development in flood prone areas, while at the same time ensuring protection of existing waterways and compliance with FEMA development regulations.
- The City of Green River is influenced by prevailing west winds that make the City a good candidate for wind-generated power. The Firm shall evaluate wind development potential for the City and develop strategies to allow for small wind turbines, while maintaining standards for noise and aesthetics.

12) Tourism Plan

- The Firm shall incorporate elements of the "Marketing, Branding and Design Action Plan" (February 2010) and "Strategic Plan 2009 – 2015 – 2025" into a Tourism Plan.

b) Secondary Study Area

The Firm shall provide more general recommendations for mandatory Comprehensive Plan Elements of the Secondary Study Area (outside the existing City Limits but expected to be developed within the next twenty (20) years. These may be included within each of the above element sections or as a separate section of the Comprehensive Plan document.

c) Optional Elements

The City of Green River has a desire to include Comprehensive Plan elements that may not traditionally be incorporated into the Comprehensive Plan and which would be considered optional additions to the RFP Contract. **These elements can either be part of the Comprehensive Plan or separate documents incorporated by reference.** The Firm shall provide a proposed work plan, including separate cost estimates, for preparing the following optional Comprehensive Plan elements:

1) Hazard Mitigation Plan

- The City of Green River, in conjunction with the City of Rock Springs and Sweetwater County, has prepared a draft Hazard Mitigation Plan. The planning effort was led by Sweetwater County.
- Due to budgetary constraints, the County is unable to update and finalize the plan.
- Until an approvable Hazard Mitigation Plan is provided to FEMA, the City is ineligible for obtaining FEMA hazard mitigation grants. For this reason, the City has a desire to develop a final plan that utilizes the draft information and incorporates only the City of Green River.
- The Hazard Mitigation Plan shall meet FEMA adoption requirements and shall be prepared in conjunction with public safety staff and other officials.

2) Downtown and Riverfront Development Plan

- The Firm shall provide a best use plan for recreational land uses, property acquisitions and redevelopment of the downtown and riverfront areas.

d) Public Involvement

It is the desire of the City of Green River's staff and appointed/elected officials to prepare a Comprehensive Plan that reflects the desires and vision of the

community, while at the same time being sensitive to fiscal, physical and infrastructure constraints unique to the City of Green River. The Firm shall include a proposed strategy for incorporating the public, technical staff, the Planning & Zoning Commission and the City Council early in plan development, as well as throughout the Comprehensive Plan process. This strategy may consist of design charrettes, public workshops, surveys and other methodologies used for soliciting public participation.

10. DELIVERABLES

At the completion of the Comprehensive Plan process, the Firm shall provide the following deliverables to the City of Green River. The cost for these deliverables should be included in the proposed project budget:

- a) 35, bound full color copies of the "draft" 2012 Comprehensive Plan
- b) 35, bound full-color copies of the final 2012 Comprehensive Plan
- c) 1 unbound, full-color original of the final 2012 Comprehensive Plan for reproduction by the City.
- d) 1 digital copy of the 2012 Comprehensive Plan in Word 2007 (or compatible) format
- e) 1 digital copy of the 2012 Comprehensive Plan in pdf format
- f) Electronic versions of all Comprehensive Plan maps in AutoCAD or GIS format delivered on disk or zip drive
- g) 3 full-size (24" x 36" or larger) full-color sets of all Comprehensive Plan maps
- h) Items a –f for any optional elements prepared, if not incorporated as part of the 2012 Comprehensive Plan document

11. METHOD OF COMPENSATION

- a) Upon selection, the Firm will propose a contract for review by the City of Green River. All contracts must meet minimum requirements of the State of Wyoming and City of Green River.
- b) The contract shall be approved by the Governing Body of the City of Green River.
- c) The contract with the Firm is to be for a not-to-exceed amount.
- d) The contract shall specify a completion date for the project.
- e) Payments for services for this project will follow standard City of Green River Purchasing Policy practices as follows: Retainage in the amount of ten percent (10%) shall be withheld from each progress payment request. Retainage will be held by the City or deposited into the bidder's designated depository. Depository will be established with the City of Green River Finance Department. Release of retainage will occur after or with the final payment request.
- f) The City's project manager will review and, if proper, approve for payment all invoices submitted by the Firm under the contract.

12. GENERAL INFORMATION

- a) The Firm shall provide all materials, equipment and labor necessary to complete the project. The City of Green River will provide assistance in the form of information.
- b) No proposal shall be accepted after the cutoff date and time for acceptance of the proposals.
- c) The City has the right to reject any or all proposals.

- d) The Firm must be licensed to operate within the City of Green River prior to issuance of Notice to Proceed.

13. QUESTIONS

- a) Questions and additional information pertaining to the RFP may be directed to:

Ladale Brinton, Planner
50 E 2nd N
Green River WY 82935
307.872.6149 (ph) / 307.872.0510 (fax)

- b) All questions and the corresponding answers associated with the RFP shall be posted on the City's website at: www.cityofgreenriver.org

ATTACHMENT 2

Laura Hansen

From: Kevin Mccoy [kevin.mccoy@wyo.gov]
Sent: Friday, August 26, 2011 7:29 AM
To: Laura Hansen
Cc: Dan Kline
Subject: notice to proceed
Attachments: Consultant Selection Comp Plan.pdf; AFE_PL04211.pdf

Laura:

WYDOT has received the Authority for Expenditure for project PL04211, the Green River Comprehensive Plan Transportation Element. The City is granted Notice to Proceed with the project.

I have also attached the consultant selection information from Thursday's meeting.

--
Kevin McCoy
Wyoming Department of Transportation
Planning & Policy Analyst
5300 Bishop Blvd.
Cheyenne, WY 82009-3340
(307) 777-4178
(307) 777-4759 Fax
kevin.mccoy@wyo.gov
www.dot.state.wy.us/

AUTHORIZED WORK

ACTIVITY	AMOUNT	AUTH. DATE	CLOSE DATE
PLC0	55,255.00	8/1/11	

FUNDING

CLASS OF FUNDS	CAT/ACTIVITY	PRO-RATA	CHANGE	PREVIOUS	TOTAL	
AID FUNDS	APPN					
METRO PLANNING	L45E	PL / PLC0	90.49	50,000.00	0.00	50,000.00
						0.00
						0.00
						0.00
						0.00
						0.00
CITY OF GREEN RIVER		INK0 / PLC0	9.51	5,255.00	0.00	5,255.00
						0.00
						0.00
	TOTAL AID FUNDS			55,255.00	0.00	55,255.00
STATE FUNDS						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
	TOTAL STATE FUNDS			0.00	0.00	0.00
	TOTAL FUNDS			\$55,255.00	\$0.00	55,255.00

ADDITIONAL INFORMATION

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, effective as of the 14th day of September, 2011, by and between the City of green River, Wyoming (hereinafter referred to as the Client), and Clarion Associates of Colorado, LLC, a Colorado Limited Liability Company doing business at 401 Mason Court, Suite 101, Fort Collins, CO 80524 (hereinafter referred to as the Contractor).

WHEREAS, the CLIENT is undertaking certain activities necessary for the planning execution of a project; and

WHEREAS, the CLIENT desires to engage the Contractor to render certain professional advice and assistance in connection with such undertakings of the CLIENT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The Contractor agrees to provide services to prepare a Comprehensive Master Plan for the City. The services to be performed are described in Exhibit A attached hereto and incorporated herein. The CLIENT agrees to provide supporting services to the Contractor as described in Exhibit A.
2. **Time of Performance.** The services of the Contractor are to commence on October 1, 2011, and shall be undertaken and completed in such sequence as to insure their expeditious completion, but in any event all of the services required hereunder shall be completed on or before December 1, 2012. The time of performance may be extended by mutual agreement of the parties.
3. **Method of Payment & Total Project Amount.** The CLIENT shall compensate Contractor for its services in accordance with the Project Budget and Schedule set out in Exhibit A. It is expressly understood and agreed that in no event will the total compensation and reimbursement to be paid hereunder exceed the sum of \$105,998 for all services rendered.
4. **General Terms and Conditions.**
 - A. **Termination of Agreement:** The CLIENT shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least 30 days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall become the CLIENT's property. Contractor shall be entitled to receive compensation in accordance with the Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the CLIENT for damages sustained by CLIENT by virtue of any breach of the Agreement of the Contractor.

- B. Changes. The CLIENT may, from time to time, request changes in the scope of services of the contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the CLIENT and the Contractor, shall be in writing and upon execution shall become part of the Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by Contractor without the prior written consent of the CLIENT shall be void; provided, however, that claims for money due or to become due Contractor from the CLIENT under this Agreement may be assigned to a bank, or other financial institution, without such approval. Notice of any such assignment or transfer shall be furnished to the CLIENT.
- D. Ownership of Documents. Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this Agreement shall be the property of the CLIENT. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes.
- E. Assignment of Copyrights. Contractor assigns to CLIENT the copyrights to all work prepared, developed, or created pursuant to this agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.
- F. Governing Law. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Wyoming. Contractor shall also comply with all applicable state and federal laws and regulations and resolutions of the CLIENT, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- G. Subcontractors. Contractor shall have the right to utilize the firms listed as subcontractors in Exhibit A to complete the approved scope of work. Other subcontractors may be utilized if approved by the CLIENT.
- H. Notices. Any notice concerning the terms and conditions of this Agreement from Contractor to the CLIENT shall be in writing and delivered, either personally or by mail (postage prepaid), by telegram or facsimile transmission and shall be addressed as follows:

Notices to Contractor from CLIENT shall be in writing and delivered, either personally or by mail or facsimile or email transmission and shall be addressed to:

Benjamin A Herman, FAICP
Clarion Associates
401 Mason Court, Suite 101
Fort Collins, CO 80524

Notices shall be deemed effective upon delivery in the event of personal delivery, and after three (3) days when mailed, postage prepaid; if transmitted by facsimile, upon verified receipt of the electronic transmission. Either party may change its address in reference to notices by written notification to the other party.

5. **Indemnification.** Contractor shall indemnify and hold CLIENT harmless from and against all claims, suits, or action made or asserted for any damage to person or property occasioned by the negligent errors or omissions by Contractor in connection with performance of Contractor's obligation under this Agreement.
 - A. **Independent Contractor.** Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of the Agreement shall be and remain at all times, employees of the Contractor for all purposes. The Contractor, its agents and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of CLIENT.
6. **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CLIENT and the Contractor and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written Agreement signed by both the CLIENT and the Contractor.
7. **Mediation and Arbitration.** Any disputes arising out of this Agreement shall be subject to arbitration. As a pre-condition to the filing of any such arbitration, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation prior to initiation of any arbitration unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of Wyoming.

The parties agree that any disputes concerning the terms and conditions of this Agreement that cannot be resolved after consultation and discussion between the parties or by mediation shall be submitted and finally settled by arbitration. Any

arbitration shall be conducted under the rules of the American Arbitration Association.

8. **Severability**. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this agreement shall remain valid and binding upon the parties hereto.

CLARION ASSOCIATES of COLORADO LLC

City of Green River, Wyoming

BY: _____

BY: _____

Title: Vice President

Title:

Date: _____

Date: _____

EXHIBIT A - SCOPE OF WORK, BUDGET, AND SCHEDULE

Introduction

Our proposed work plan for the Master Plan update is divided into five primary tasks as follows:

- Task 1: Project Initiation
- Task 2: Issues and Opportunities
- Task 3: Vision and Future Alternatives
- Task 4: Policy Framework and Draft Master Plan
- Task 5: Adoption

Although the Master Plan update will be comprehensive in its scope, particular areas of focus are anticipated to be on the downtown and riverfront areas, as well as on potential opportunities for future growth and annexation in the southeast portion of the City.

Task 1. Project Initiation

Objectives: Finalize the details of the project approach and schedule, develop strategies and methods to engage the public, and meet with key stakeholders to begin to understand the issues and opportunities facing the community.

1.1. Project Startup

The consultant team will work with the City's project management team to finalize the overall work plan, schedule initial meetings, and collect relevant information. We will establish a common baseline of technical information useful in the planning process needed to evaluate physical, environmental, and economic conditions in the study area and review existing jurisdictional policies/regulations to establish a foundation for subsequent tasks.

1.2. Public Participation Strategy

During this stage, we will work with City staff to develop a detailed public participation strategy to involve the community in the planning process. This will involve working with City staff to identify key stakeholders in the community (i.e., long-time residents, new residents, business leaders, members of the local development and real estate community, neighborhoods, and others), and identifying targeted and cost-effective means of communication and public involvement.

Our multi-faceted approach will engage the general public as well as local experts and advisors, the Planning and Zoning Commission, and City Council throughout the planning process. Citizen involvement techniques may include staffed booths at community events (such as the Flaming Gorge

Days or other local festivals), special plan input meetings, “meeting-in-a-box” materials, online dialogues and forums, and other activities.

1.3. Project Website Content

The consultant team will coordinate with City staff to provide materials about the planning project and process to be hosted on the City’s website. The site will serve as a clearinghouse for information about the project and as a mechanism for soliciting feedback on particular issues or draft documents.

During this task we will help frame out the basic structure of the website (in coordination with the City’s webmaster), including methods of communication with the project team, and graphic placeholders for the project phases. Updated content will be provided to the City throughout the planning process, so that the public may track the project’s progress and weigh in on ideas for the community’s future.

1.4. Social Media Updates

Throughout the project, the consulting team will coordinate with the City’s webmaster or other staff to provide brief updates and ideas for content to post on the City’s Facebook page and Twitter account. In our experience it works best to utilize existing Facebook and Twitter pages and accounts that have numerous followers, rather than create new project-specific pages and accounts and have to find or recruit followers to a new page.

1.5. Stakeholder Interviews

Key members of the consulting team will meet for a full day with City staff, elected officials, property owners, business owners, residents, and other area stakeholders and technical experts in small groups or one on one to gain an understanding of the key issues to be addressed through the master plan process and stakeholder expectations.

1.6. Advisory Committee #1

The consulting team will conduct an initial meeting with the Advisory Committee to discuss the process and begin to frame issues to be addressed in the master plan.

Task 2. Issues and Opportunities

Objectives: Work with City staff to assemble existing background information and inventory data, and begin to outline the key issues and opportunities to be addressed in the master plan.

2.1. Preliminary Issue Identification

Building on information gathered during the stakeholder interviews and initial team discussions, the consultant team will work with City staff to prepare a list of issues and a brief “Issues White Paper.” We will refine the issues paper based on additional input from project stakeholders. The “Issues White Paper”

will also take into account and build on the various issues and opportunities identified in existing documents including but not limited to:

- *Marketing Branding and Design Action Plan* (2010)
- *Strategic Plan 2009-2015-2025* (2009 and 2011 update)
- *Parks, Recreation, Open Space, Greenbelt, Trails and Pathways Comprehensive Master Plan* (2008)
- *Comprehensive Master Plan* (2005)
- *Draft County Hazard Mitigation Plan*

2.2. Community Snapshot

We will work closely with the City, Sweetwater County, and the Wyoming Department of Transportation to prepare an inventory of GIS and other data needed to assemble necessary background information and complete the planning process.

Next, we will review and analyze existing conditions, and prepare a community snapshot and related inventory maps. The community snapshot will convey information in a condensed, highly graphic format to make it easy to present to and share with a variety of audiences (PowerPoint or similar format). We will work closely with staff and other organizations to gather data necessary to complete the snapshot and inventory maps. The profile will provide a summary analysis of existing conditions and trends in City of Green River, including:

- Population, construction, and employment trends and future projections
- Existing land use and zoning patterns and future growth potential
- Transportation patterns, trends, and key issues (drawing on the 2005 Comprehensive Master Plan Traffic Plan Map, and STAR Transit Plan)
- Existing and planned parks, recreation, open space and trail resources and funding mechanisms (drawing on the 2008 Parks, Recreation, Open Space, Greenbelt, Trails and Pathways Comprehensive Master Plan)
- Public utilities and services trends and key issues
- Housing stock trends and future needs (building on the City's housing planning documents)
- Economic development and tourism initiatives and trends (working with SWEDA)
- Opportunities and constraints related to topography, floodplains, wind resources, and other environmental features and elements of the natural landscape
- Summary of existing conditions, trends, and opportunities in the City's downtown and riverfront areas (land use and housing mix, pedestrian and vehicular circulation, recent/planned investments, downtown events, regional context, Green River Main Street goals, infill and redevelopment, current programs, etc.)
- Other relevant information as identified to become the basis for plan elements

The extent of inventory mapping depends on the level of data available from the City, Sweetwater County, Wyoming Department of Transportation or other public agency sources.

2.3. Advisory Committee #2

We will conduct a second meeting with the Advisory Committee (via Skype) to review the draft community snapshot and growth and transportation analysis and to refine the list of issues and opportunities to address in the planning process, in preparation for Community Meeting #1.

2.4. Community Meeting #1

The purpose of this first community event is to introduce the public to the plan process, share basic information from the community snapshot and growth analysis, gather input on current and future issues, and confirm the community vision. We will place a particular emphasis on engaging the community with regard to their vision for the downtown and riverfront areas of the community. The meeting format will be designed to ensure that participants feel their time invested is well spent and enjoyable and to obtain feedback on "what's working, what's not" in the community. Small-group exercises are one type of approach for getting the public to "weigh in" in a comfortable setting. These exercises could be replicated in an online questionnaire to provide continued opportunities for public involvement.

2.5. Joint City Council/Planning and Zoning Commission Update #1

The consulting team will attend a joint meeting with the City Council and Planning and Zoning Commission to update them on the master plan process, present a brief overview of the baseline information and key issues, and discuss the community meeting and other issues and opportunities to be addressed in the plan.

Task 3. Vision and Future Alternatives

Objective: Explore and confirm the community vision and goals, identify and discuss alternatives for the future, analyze and inform the selection of preferred alternatives.

3.1. Draft Vision and Goals

Based on work completed during earlier phases, other existing plans, and preliminary plan issues and directions, the consulting team will prepare a draft vision statement and corresponding broad goals to achieve the vision. The vision and goals will incorporate and build on the work performed in the *2010 Marketing, Branding, and Design Action Plan*, the *Strategic Plan 2009-2015-2025 (and 2011 update)*, and other documents, as well as reflect feedback received from the public, committee, and community officials.

The goals will be drafted and developed specific to the mandatory and other desired elements of the plan for the primary and secondary study areas. Goals will include, but are not limited to the following areas:

- History and Community Character
- Land Use and Growth
- Downtown and Riverfront Revitalization (building on Green River Main Street goals)
- Transportation and Circulation
- Parks, Recreation and Open Space
- Public Utilities and Services
- Housing and Neighborhoods
- Economic Development
- Landscape and Environment
- Tourism

3.2. Alternatives for the Future

Working with staff, and building on community feedback and ideas, we will prepare a series of “key choices” or alternative scenarios to explore possibilities for future growth, development, and other change. The choices will present options for future land use and growth patterns, parks and recreation needs, transportation and circulation patterns, infrastructure requirements, and other significant options facing the community.

The alternatives will be focused in those areas where undeveloped land is available for development, areas where changes to existing land use patterns and/or reuse of land are likely to occur, or where changes to land use patterns are necessary or desirable. In addition to land use preferences, the choices can also examine issues such as development on steep slopes, in flood prone areas, and potential for wind turbines.

Key areas of focus for the alternatives discussion are anticipated to be on the downtown and riverfront areas and on potential annexation areas in the southeast area of the City. In the downtown and riverfront areas, alternatives will explore different land use strategies, design concepts, and potential improvements (e.g. streetscape enhancements, façade improvements, trail connections) to promote the revitalization of these important community assets.

3.3. Prepare Transportation Analysis

Building on information assembled during Sub-Tasks 2.1 and 2.2 and 3.2, above we will review existing street classifications as they relate to the alternatives discussion to assess whether adjustments will be needed to support future growth. Opportunities for an alternative river crossing will also be explored within the context of the alternatives framed out in Sub-Task 3.2, above.

3.4. Analysis of Alternatives

The key choices or alternative scenarios will be analyzed with regard to a range of land use, growth management, fiscal and economic, infrastructure, implementation/policy implications, transportation, and other considerations, to make a determination of the relative benefits and tradeoffs associated with each option. This sub-task will also include analysis and discussion of “Fees in Lieu of Dedication” versus “Parkland Dedication” requirements, topography and slope analysis, and wind development potential.

We will factor the results of the analysis into this sub-task and into recommendations for preferred directions.

3.5. Advisory Committee #3

The project team will conduct a third meeting with the Advisory Committee (via Skype) to discuss the draft alternatives and analysis and to identify refinements to be made in advance of Community Meeting #2.

3.6. Community Meeting #2

We will conduct a second community workshop to focus on the draft vision, goals, and future alternatives. The workshop will be highly interactive and productive, raising awareness and enthusiasm for the project, as well as opportunities to weigh-in on preferred directions. Key pad polling is one possible way of soliciting feedback about the various alternatives. Polling questions could be replicated in an online questionnaire to provide opportunities for those who cannot attend the workshop to provide their feedback at a later date.

3.7. Joint City Council/Planning and Zoning Commission Update #2

The consulting team will conduct a second joint meeting with the City Council and Planning and Zoning Commission to update them on the process and present the future alternatives for consideration. Input from the Community Meeting received on the alternatives will be presented, along with the project team's initial thinking on possible elements of preferred alternatives based on input received to date for consideration.

Task 4. Policy Framework and Draft Master Plan

Objective: Create a relevant and functional plan and regulatory framework that supports the desired community vision and outlines necessary steps and mechanisms through which the plan's objectives may be achieved.

4.1. Draft Policy Framework

Based on the draft vision and goals prepared during Phase 3, the consulting team will prepare a more detailed set of draft goals and policies for review. The goals will be refined and policies will be drafted to reflect the preferred alternatives that emerge from the outcomes of the community meeting, joint meeting, and other feedback received during Phase 3.

This policy framework will address required elements contained in state statutes; either organized by elements or in another format that is structured around the vision and goals. The policy framework will address the primary and secondary areas, and at a minimum will address following topics:

- History and Community Character

- Land Use and Growth
- Transportation and Circulation
- Parks, Recreation and Open Space
- Public Utilities and Services
- Housing and Neighborhoods
- Economic Development
- Landscape and Environment
- Tourism
- Areas of Special Consideration (Downtown and Riverfront Areas)

4.2. Advisory Committee #4

After developing the draft policy framework we will meet with Advisory Committee and City staff members (via Skype) to provide an update on the planning process, refine the policy framework, and begin to identify implementation strategies and priorities to include in the draft plan.

4.3. Preliminary Draft Master Plan

The consulting team will compile information assembled during earlier phases into a preliminary draft master plan. The plan will include all required elements contained in state statutes as well as others desired by the City, such as elements focused on downtown and riverfront areas.

The Downtown and Riverfront Development Plan could be included as a part of the master plan (as a separate chapter) or as a stand-alone document. Regardless of its location, the plan is anticipated to address the full range of topics addressed as part of the citywide Master Plan at a more in-depth level, particularly with regard to economic development, identifying potential barriers to revitalization that may exist in current zoning, encouraging historic preservation, and addressing a range of design considerations for the rehabilitation of historic properties as well as for infill and redevelopment.

35 bound, full color copies of the preliminary draft master plan will be provided to the City for distribution and detailed review and comment.

4.4. Implementation Strategies

The preliminary draft plan will include a preliminary set of strategies to carry out the policies identified. These strategies will incorporate and build on feedback collected from the public, City leaders, committee members, and other stakeholders throughout the process. The intent is to identify strategies required to implement the master plan, and begin to delineate priorities, responsibilities, and specific actions such as:

- Describing potential updates to the City regulations necessary to implement certain aspects of the plan.
- Identifying locations for infrastructure and capital facility expansion.
- Identifying new or changes to existing City policies, programs, or services.

- Describing possible funding mechanisms and alternatives.
- Other possible actions to support Downtown and Riverfront Development.

4.5. Community Workshop/Open House #3

We will conduct a final open house for the community to solicit feedback on the preliminary draft plan and implementation strategies/actions. The preliminary draft plan(s) will also be provided online, linked with an online survey or other mechanism for capturing general comments and feedback about priority actions.

Task 5. Plan Adoption

Objective: Refine draft plan in preparation for public hearings, based on input from project stakeholders and the community, present the plan at adoption hearings, and deliver final master plan materials.

5.1. Adoption Draft

Based on feedback about the preliminary draft plan and implementation strategies, the consulting team will revise and prepare a revised draft of the plan for adoption.

5.2. Adoption Hearings

We will work with City staff to prepare for and present the draft plan for consideration and recommendation at the required public hearings before the City Council and Planning and Zoning Commission (one hearing for each). Depending on how the Downtown and Riverfront Development Plan is structured (e.g.) as a part of the master plan (as a separate chapter) or as a stand-alone document, adoption hearings will be structured accordingly.

5.3. Final Master Plan

Following the hearings, below, the consultant will incorporate any remaining changes from the public hearings into the final adopted master plan and Downtown and Riverfront Development Plan. The consultant will provide the following final documents to the City:

- 35 bound, full-color copies of the Final 2012 Master Plan
- 1 unbound, full-color original;
- Electronic versions of all Master Plan materials (PDF, Microsoft Word 2007, and GIS formats) on disc or USB drive
- 3 full-size (34x36" or larger) full-color sets of all maps

SCHEDULE, TASKS & COSTS

An estimated schedule for completing each task of the master plan project is provided below, assuming a start date of mid-October 2011.

	2011					2012							
	O	N	D	J	F	M	A	M	J	J	A	S	O
Task 1: Project Initiation	■▲												
Task 2: Issues and Opportunities		■		▲◆●									
Task 3: Vision and Future Alternatives					■			▲◆●					
Task 4: Policy Framework and Draft Plan								■		▲◆			
Task 5: Adoption												■★	
Advisory Committee Meeting	▲												
City Council/Planning and Zoning Commission Update	●												
Community Meetings	◆												
Adoption Hearings	★												

BUDGET

TASK	CLARION					TOTALS
	Herman	White	Sommer	Gray	Gustafson	
	185	140	85	121	132	
Task 1: Project Initiation						
Hours	4	24	32	10	10	80
Fee	\$740	\$3,360	\$2,720	\$1,210	\$1,320	\$ 9,350.00
Trips	1	1	1	1	1	5
Task Total						\$ 9,350
Task 2: Issues & Opportunities						
Hours	24	48	48	24	24	168
Fee	\$4,440	\$6,720	\$4,080	\$2,904	\$3,168	\$ 21,312
Trips		1	1		1	3
Task Total						\$ 21,312
Task 3 : Vision and Future Land Use Scenarios						
Hours	24	46	80	24	24	198
Fee	\$4,440	\$6,440	\$6,800	\$2,904	\$3,168	\$ 23,752
Trips		1	1		1	3
Task Total						\$ 23,752
Task 4: Policy Framework and Draft Master Plan						
Hours	24	80	120	24	24	272
Fee	\$4,440	\$11,200	\$10,200	\$2,904	\$3,168	\$ 31,912
Trips		1	1		1	3
Task Total						\$ 31,912
Task 6: Adoption						
Hours	4	40	24	6	8	82
Fees	\$740	\$5,600	\$2,040	\$726	\$1,056	\$ 10,162
Trips		2				2
Task Total						\$ 10,162
Hours	80	238	304	88	90	800
Subtotal--Hours and Direct Fees						\$96,488
Reimbursable Expenses (travel, meeting costs, miscellaneous)						\$7,200
Printing & Reproduction (Preliminary Draft and Final Plan documents - 70 copies)						\$2,300
TOTAL PROJECT BUDGET						\$105,988

Resolution No. R11-

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE CAPITAL PROJECTS FUND FOR THE CITYWIDE COMPREHENSIVE PLAN; AND TO ACCEPT THE GRANT FROM THE WYOMING DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$50,000; AND TO APPROVE THE AGREEMENT WITH CLARION ASSOCIATES IN THE AMOUNT OF \$105,988

Whereas, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9112 (Citywide Comprehensive Plan) in the amount of \$50,000

And whereas, to increase the revenue budget authority in the Capital Projects Fund: line item 15-000-4801 (Other Grants) in the amount of \$50,000

And whereas, to accept the grant from the Wyoming Department of Transportation

And whereas, to approve the agreement with Clarion Associates for \$105,988

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.

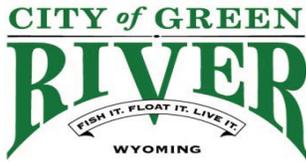
PASSED, APPROVED AND ADOPTED THIS 20th DAY OF SEPTEMBER, 2011.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



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

Preparation Date: 9/14/2011	Submitting Department: Public Works
Meeting Date: 9/20/2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

SUBJECT: Utility Easement between the City of Green River and Western Wyoming Community College

PURPOSE STATEMENT: To provide for an easement for a water line on Western Wyoming Community College Property near the Green River Campus.

BACKGROUND/ALTERNATIVES:

Part of the South Side Water Expansion Project involves connecting the new 16” line along Upland Way to the existing line feeding the Upland Tank. Pacific Power and Light Plans from 1983 show the connection of the existing line as direct, no extra fittings.

When the connection was dug up it was found to have several welded/flanged fabricated fittings to make the connection. This required relocation of the new water connection across Western Wyoming Community College Property. Discussion occurred with WWCC personnel and this was presented and approved at the September 8, 2011 WWCC Board Meeting.

This easement will allow completion of the connection of the lines as intended in the original plan, but at a different location.

ATTACHMENTS: Resolution and Easement

FISCAL IMPACT: Minor

STAFF IMPACT Minimal

LEGAL REVIEW Complete

RECOMMENDATION Staff recommends acceptance of the resolution and easement from Western Wyoming Community College to the City of Green River

MOTION

I move to accept the easement from Western Wyoming Community College for the South Side Water Expansion Project

RESOLUTION NO. R11-____

A RESOLUTION AUTHORIZING THE CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING TO ACCEPT A NON-EXCLUSIVE EASEMENT FROM WESTERN WYOMING COMMUNITY COLLEGE DISTRICT, SWEETWATER COUNTY, WYOMING, FOR THE PURPOSE OF LAYING, CONSTRUCTING, OPERATING, MAINTAINING, REPAIRING AND REPLACING A WATER LINE UNDER AND ACROSS THE FOLLOWING DESCRIBED LANDS SITUATE IN THE CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING

WHEREAS, the City of Green River, Wyoming, has requested from Western Wyoming Community College District, State of Wyoming, an easement for the purpose of laying, constructing, operating, maintaining, repairing and replacing a water line; and,

WHEREAS, the Western Wyoming Community College District is willing to convey said easement as hereinafter described; and,

WHEREAS, after discussion, the Governing Body of the City of Green River has determined that said easement should be accepted.

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

That the Mayor and City Clerk be, and they are hereby, authorized to accept from the Western Wyoming Community College District a non-exclusive easement for the purpose of laying, constructing, operating, maintaining, repairing and replacing a water line described as follows:

A tract of land located in the NE1/4 of Section 34, Resurvey Township 18 North, Range 107 West of the Sixth Principal Meridian, Green River, Sweetwater County, Wyoming, and being more particularly described as follows:

Beginning at the most northerly corner of Western Wyoming Community College (Federal patent Number 49-85-001) that is an aluminum monument stamped "JFC – PLS2928" and bears North 7°44'32" East a distance of 168.35 feet from the CSE 1/64 of said Section 34 that is monumented by a 3" nominal iron pipe and brass cap;

Thence South 58°29'37" West along the northwesterly boundary of the said Western Wyoming College boundary for a distance of 120.00 feet to a rebar with aluminum cap stamped "JFC – PLS2928";

Thence South 35°13'21" East for a distance of 70.00 feet to a PK nail with brass tag stamped "PLS2928";

Thence North 58°29'37" East for a distance of 120.00 feet to the northeasterly boundary of the said Western Wyoming Community College tract that is the beginning of a non-tangent curve concave to the northeast having a radial bearing of North 51°03'40" East a radial distance of 540.00 feet and marked with a PK nail with brass tag stamped "PLS2928";

Thence Northwesterly along said curve through a central angle of 7°25'57" for an arc distance of 70.05 feet to the point of beginning.

The above described tract contains an area of 8329.26 square feet, more or less and is subject to any rights-of way and/or easements which have been legally acquired. The basis of bearing for said tract is South 58°29'37" West along the northwesterly boundary of the said Western Wyoming Community College tract.

All acts, orders, or resolutions, or part thereof, in conflict with this resolution are repealed.

ADOPTED AND APPROVED this 20th day of September, 2011.

CITY OF GREEN RIVER, WYOMING,
A Wyoming Municipal Corporation

By _____
H.Castillon, Mayor

ATTEST:

City Clerk

(SEAL)

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: WESTERN WYOMING COMMUNITY COLLEGE DISTRICT, STATE OF WYOMING, of the County of Sweetwater, State of Wyoming, hereinafter referred to as "Grantor," for and in consideration of TEN and No/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto THE CITY OF GREEN RIVER, WYOMING, a Wyoming municipal corporation, of the County of Sweetwater, State of Wyoming, hereinafter referred to as "Grantee," a non-exclusive easement for the purpose of laying, constructing, operating, maintaining, repairing and replacing a water line under and across the following described lands situate in the City of Green River, County of Sweetwater, State of Wyoming, to-wit:

A tract of land located in the NE¼ of Section 34, Resurvey Township 18 North, Range 107 West of the Sixth Principal Meridian, Green River, Sweetwater County, Wyoming, and being more particularly described as follows:

Beginning at the most northerly corner of the Western Wyoming Community College (Federal patent Number 49-85-0001) that is an aluminum monument stamped "JFC - PLS2928" and bears North 7°44'32" East a distance of 168.25 feet from the CSE 1/64 of said Section 34 that is monumented by a 3" nominal iron pipe and brass cap;

Thence South 58°29'37" West along the northwesterly boundary of the said Western Wyoming Community College boundary for a distance of 120.00 feet to a rebar with aluminum cap stamped "JFC - PLS 2928";

Thence South 35°13'21" East for a distance of 70.00 feet to a PK nail with brass tag stamped "PLS 2928";

Thence North 58°29'37" East for a distance of 120.00 feet to the northeasterly boundary of the said Western Wyoming Community College tract that is the beginning of a non-tangent curve concave to the northeast having a radial bearing of North 51°03'40" East a radial distance of 540.00 feet and marked with a PK nail with brass tag stamped "PLS 2928";

Thence Northwesterly along said curve through a central angle of 7°25'57" for an arc distance of 70.05 feet to the point of beginning.

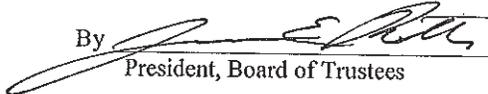
The above described tract contains an area of 8329.26 square feet, more or less and is subject to any rights-of-way and/or easements which have been legally acquired. The basis of bearing for said tract is South 58°29'37" West along the northwesterly boundary of the said Western Wyoming Community College tract.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever; provided, however, that the Grantor shall have the right to use the said premises, including for the purposes for which this easement is granted to the said Grantee, provided such use does not interfere with the rights granted to the Grantee hereunder.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 8th day of September, 2011.

WESTERN WYOMING COMMUNITY
COLLEGE DISTRICT, STATE OF
WYOMING

By 
President, Board of Trustees

ATTEST

[Signature]
Secretary

The State of Wyoming)
 : ss.
County of Sweetwater)

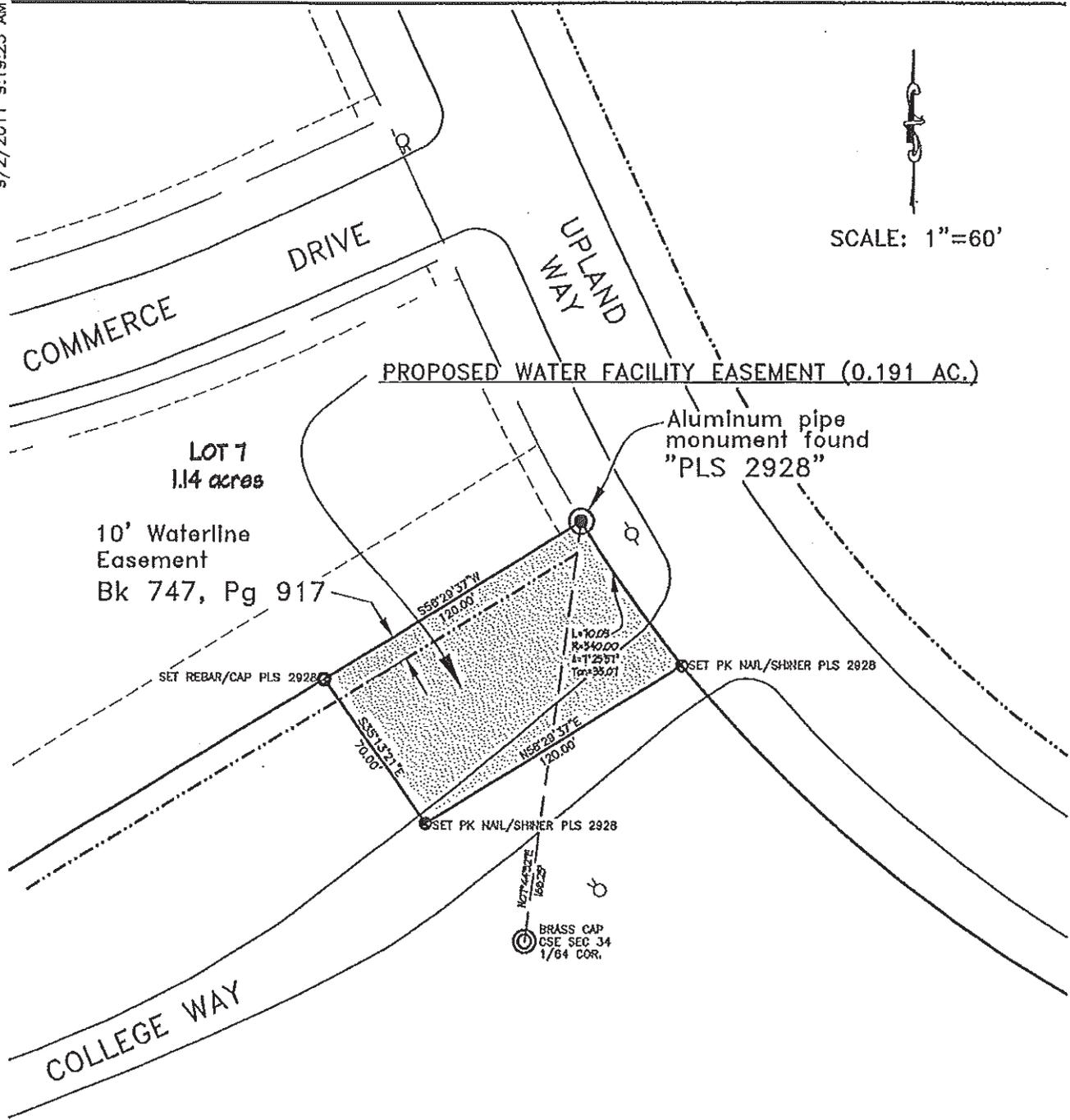
The foregoing was acknowledged before me this 2th day of September, 2011, by James E. Roth, President of the Board of Trustees, Western Wyoming Community College District, State of Wyoming.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: Nov. 18, 2013

9/2/2011 9:19:25 AM



SCALE: 1"=60'

Western Wyoming Community College

TRACT I

Subdivision of a Portion of Section 27
and the NE1/4 of Section 34, T18N, R107W

TAK J:\Data\8574\CAS\DWG\WWC.dwg



1515 NINTH STREET
ROCK SPRINGS, WY 82901
PHONE (307) 362-7519
FAX (307) 362-7569
<http://www.jfc-wyo.com>

WESTERN WYO. COMMUNITY COLLEGE
PROPOSED WATER FACILITY TRACT
GREEN RIVER, WYOMING

DWN BY: tak
DATE: 09/02/11

SCALE:
1"=60'

8574

EASEMENT - Water Utility

City of Green River - Sweetwater County, Wyoming - Section 34-T018N-R107W



0 100 200 300 Feet
1 inch = 200 feet

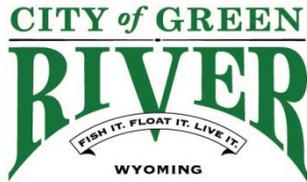


GRANTOR:
WESTERN WYOMING
COMMUNITY COLLEGE DISTRICT,
STATE OF WYOMING

GRANTEE:
CITY OF GREEN RIVER,
WYOMING

DATE:
SEPTEMBER 8, 2011

**8,329.26 sq.ft.
Water Utility
Easement**



City Council Meeting Agenda Documentation

Preparation Date: 09/13/11	Submitting Department: Administration
Meeting Date: 09/20/11	Department Director: Barry Cook
	Presenter: Barry Cook

SUBJECT CDC MEMORANDUM OF UNDERSTANDING

PURPOSE STATEMENT

The City of Green River, the Sweetwater County Child Developmental Center (CDC) and County Treasurer Robb Slaughter are entering into a Memorandum of Understanding for the receiving and disbursement of the 1% sales and use excise tax for the CDC in Green River.

BACKGROUND - ALTERNATIVES

See narrative in Memorandum of Understanding

ATTACHMENTS

Memorandum of Understanding

FISCAL IMPACT

Oversight of the \$5.9 million 6th penny tax money for the construction of the new CDC facility in Green River.

STAFF IMPACT

Oversee the construction of the new CDC facility in Green River, which will be owned by the City, and monitor the contract.

LEGAL REVIEW

Legal counsel has reviewed the agreement

RECOMMENDATION

Approve the agreement

SUGGESTED MOTION

I MOVE to authorize the Mayor to sign the three-party Memorandum of Understanding with the CDC and County Treasurer Robb Slaughter.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between Sweetwater County Child Developmental Center (CDC); City of Green River (City); and Robb Slaughter, Sweetwater County Treasurer (Treasurer).

The background for this Memorandum of Understanding is as follows:

On November 2, 2010, the citizens of Sweetwater County voted in favor of a one percent sales and use excise tax for the Sweetwater County Child Developmental Center. A copy of Ballot Question One, which was the question put to the voters, is attached hereto. By voting in favor of the tax, the voters of Sweetwater County authorized collection of \$9,700,000 "to be used and applied for the acquisition of real property and the planning, engineering, constructing, remodeling, furnishing, equipping and supplying, and to the extent necessary and allowed by law, the payment of operation and maintenance of school and program buildings in the City of Rock Springs and the City of Green River."

As of September 1, 2011, the tax authorized by said ballot question is being collected. Sweetwater County, in a separate Memorandum of Understanding, has agreed to receiving \$3,800,000 of the \$9,700,000 mentioned above. The County has further agreed to using same to acquire real property and premises located at 4509 Foothill Boulevard in Rock Springs, Wyoming, presently owned by the CDC, for \$1,800,000. The County has also agreed to receive an additional \$2,000,000 of the \$9,700,000 mentioned above and to using same for the purpose of designing and constructing a remodel of the present building at 4509 Foothill Boulevard, Rock Springs, Wyoming, which building will also be leased to the CDC for the purpose of operating a child developmental center. The City agrees in this Memorandum of Understanding to receiving \$5,900,000 of the \$9,700,000 mentioned above and to using same for the purpose of designing and building a building on City owned property, which building will be leased to the CDC for the purpose of operating a child developmental center.

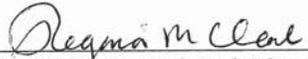
By their respective signatures hereon, the parties to this Memorandum of Understanding acknowledge that they have agreed to certain particulars regarding collection, management and payment of the taxes authorized by the voters to be collected and expended. The particulars upon which the parties have agreed are:

1. CDC shall not directly receive or expend any of the tax revenue raised by the one percent tax. The City's portion of tax revenue shall be received and expended as provided in this Memorandum of Understanding.
2. City acknowledges that prior to execution hereof it consented to and requested the County Treasurer to pay the first \$1,800,00 in tax revenues collected to the County. The City hereby reaffirms said consent and request.
3. The next \$7,900,000 in tax revenues received shall be paid by the Treasurer to the County and to the City of Green River, as sponsoring entities, in the manner provided by W.S. 39-15-211(b) and 39-16-211(b). The City agrees that the County Treasurer will be paying tax revenues in the manner provided by said statutes if, after payment of the \$1,800,000 in tax revenues to the County, as above provided, the next \$7,900,000 is paid in monthly payments, as provided in W.S. 39-15-211(b)(ii) and W.S. 39-16-211(b)(ii), to the County and to the City of Green River, in the ratios 25.316% to the County and 74.684% to the City.

4. The parties hereto acknowledge the possibility that taxes collected may exceed the amount necessary for the approved purposes. In that event the County Treasurer shall hold and distribute same as provided in W.S. 39-15-211(b)(iv) and W.S. 39-16-211(b)(iv). It is the parties understanding and agreement that a distribution of same in the ratios 39.175% to the County and 60.825% to the City is in compliance with said statutes.
5. The CDC acknowledges that in the event excess funds are paid to the City, the only limitation concerning payment and disbursement of said funds by the City is that the City pay and disperse same for the purposes approved on the ballot, including operation and maintenance costs.
6. The City and the CDC hereby release the County Treasurer and hold the County Treasurer harmless from claims made by either of them based on actions taken by the County Treasurer in collecting, administering and disbursing tax revenues in the manner provided in this Memorandum of Understanding and/or in the manner provided by W.S. 39-15-211(b) and W.S. 39-16-211(b).

DATED this 1st day of ~~August~~^{September}, 2011.

CHILD DEVELOPMENTAL CENTER
OF SWEETWATER COUNTY,
WYOMING

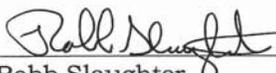
By: 
~~Ann Owen, Regional Director~~
Regina M. Clark, Treasurer

CITY OF GREEN RIVER,
WYOMING

ATTEST:

By: _____
Hank Castillon, Mayor

(SEAL)

By: 
Robb Slaughter,
Sweetwater County Treasurer

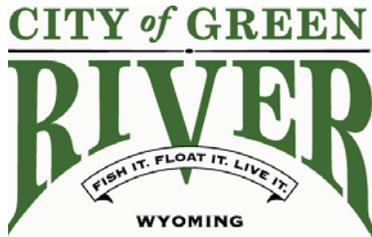
BALLOT QUESTION ONE

**PURPOSE: ONE PERCENT SALES AND USE EXCISE TAX FOR
THE ROCK SPRINGS AND GREEN RIVER
CHILD DEVELOPMENTAL CENTERS**

Shall Sweetwater County, Wyoming adopt a one percent (1%) specific purpose sales and use excise tax within the County, for the benefit of the Sweetwater County Child Developmental Center, to collect a total of \$9,700,000 and the interest earned thereon, to be used and applied for the acquisition of real property and the planning, engineering, constructing, remodeling, furnishing, equipping and supplying, and to the extent necessary and allowed by law, the payment of operation and maintenance of school and program buildings in the City of Rock Springs and the City of Green River?

- For the 1% Special Purpose Child Developmental Center Tax

- Against the 1% Special Purpose Child Developmental Center Tax



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 9-14-11	Submitting Department: Parks and Recreation
Meeting Date: 9-20-11	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject: Entering into an agreement with Ohlson Lavoie Collaborative to assist in the design, bidding and construction documentation and observation for the Child Development Center Project.

Fiscal Impact

The combined estimated cost for Ohlson Lavoie Collaborative to assist in the design, bidding and construction documentation and observation for the Child Development Center Project is \$95,700 with \$4,500 reimbursables and a 5.5% of Construction Cost (with credit for amounts paid in design phase, FF& E fees of 9.5% of installed Cost of Goods with a reimbursable rate of 0.09% of construction cost, estimated. Additional services beyond those indicated in the agreement at a negotiated sum or at their standard hourly rates.

Purpose Statement

To acquire professional assistance from Ohlson Lavoie Collaborative to assist in the design, bidding and construction documentation and observation for the Child Development Center Project.

Background/Alternatives

The objective is to acquire professional assistance the design, bidding and construction of the Child Development Center Project.

Attachments

Draft Agreement for Ohlson Lavoie Collaborative

Staff Impact

Minimal

Legal Review

Pending Legal Review

Recommendation

Staff recommends entering into an agreement with Ohlson Lavoie Collaborative to assist in the design, bidding and construction documentation and observation for the Child Development Center Project.

Suggested Motion

I move to authorize the Mayor to sign the Agreement Ohlson Lavoie Collaborative to assist in the design, bidding and construction documentation and observation for the Child Development Center Project.

DRAFT AIA Document B101™ - 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the ~~fifteenth~~ day of ~~September~~ in the year ~~two thousand eleven~~
(In words, indicate day, month and year.)

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

City of Green River, Wyoming
50 East 2nd North
Green River, WY 82935
Tel - (307) 872-6147
Fax - (307) 872-0510
Authorized Representative: Allan Wilson, Parks and Recreation Director

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

Ohlson Lavote Corporation dba Ohlson Lavote Collaborative
616 East Speer Boulevard
Denver, CO 80203
Tel (303) 294-9244
Fax (303) 294-9440
Authorized Representative: Robert McDonald, Senior Principal

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

Sweetwater County Child Development Center
Green River, Wyoming
The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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User Notes:

(1131373608)

TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

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

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

The Project will be a new, free standing headquarters for the **Sweetwater Child Development Services** department in Green River, Wyoming. The site for the Center is located on City of Green River property along Hitching Post Drive, adjacent to the Green River Recreation Center. The size of the facility is anticipated to be 24,750 square feet. The program elements are to include Administrative Offices, Teacher Work Areas, Classrooms, Physical Therapy, Speech Therapy, Occupational Therapy, Library and other support spaces as outlined in the Conceptual Floor Plans dated July 28, 2010.

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

- .1 Commencement of construction date:

March 1, 2012

- .2 Substantial Completion date:

June 1, 2013

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User Notes:

(1131373688)

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

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

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

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

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

.1 General Liability

~~One million dollars (\$1,000,000) each occurrence occurrence, two million dollars (\$2,000,000) aggregate.~~

.2 Automobile Liability

~~One million dollars (\$1,000,000) combined single limit.~~

.3 Workers' Compensation

~~Five hundred thousand dollars (\$500,000) each accident.~~

.4 Professional Liability

~~Two million dollars (\$2,000,000) per claim.~~

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of

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User Notes: (1131373688)

the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

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

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

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

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program, the Schematic Design of the Project current as of July 28, 2010 and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

§ 3.2.4 ~~Not Applicable. Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.~~

§ 3.2.5 ~~Not Applicable. Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

§ 3.2.5.1 ~~Not Applicable. The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.~~

§ 3.2.5.2 ~~Not Applicable. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~

§ 3.2.6 ~~Not Applicable. The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

§ 3.2.7 The Architect shall re-submit the Schematic Design Documents current as of July 28, 2010, to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

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

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

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

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

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

§ 3.5.2 COMPETITIVE BIDDING

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

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

- 1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- 2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- 3 organizing and conducting a pre-bid conference for prospective bidders;

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- ~~4~~ preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- ~~5~~ organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

Not Applicable. The method of Project Delivery will be Construction Manager At-Risk, via a Negotiated Proposal.

§ 3.5.3 NEGOTIATED PROPOSALS

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

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

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

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

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

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

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

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

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the

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Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

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

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

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

§ 3.6.4 SUBMITTALS

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

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the

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Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

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

§ 3.6.5 CHANGES IN THE WORK

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

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

§ 3.6.6 PROJECT COMPLETION

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

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

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

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

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

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

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

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

The Architect's Basic Services include usual and customary civil engineering, landscape design, and interior design services.

The Owner shall engage a cost consultant or Construction Manager to establish the Cost of the Work during all phases of the Project.

The Architect's Basic Services include providing power to locations for telecommunications apparatus and conduit for tele/data connections.

Furniture, Furnishings, and Equipment Design for public areas of the project (Lobbies, Waiting Areas, etc.) will be provided by the Architect as an Additional Service. All Classroom and Office Furniture design is by Owner. FF&E purchasing coordination and installation management is NOT included. ← →

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

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

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

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

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

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

- .1 ~~Two~~ (~~2~~) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 ~~Fifteen~~ (~~15~~) visits to the site by the Architect over the duration of the Project during construction
- .3 ~~One~~ (~~1~~) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~One~~ (~~1~~) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within ~~twenty-four~~ (~~24~~) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement.

The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

ARTICLE 6 COST OF THE WORK

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

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

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

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

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

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

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

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

ARTICLE 7 COPYRIGHTS AND LICENSES

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

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

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

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

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

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

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

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

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

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

§ 8.2 NOT APPLICABLE MEDIATION

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

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

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

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

~~Arbitration pursuant to Section 8.3 of this Agreement~~

~~Litigation in a court of competent jurisdiction~~

~~Other (Specify)~~

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§ 8.3 NOT APPLICABLE ARBITRATION

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

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

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

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

§ 8.3.4 CONSOLIDATION OR JOINDER

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

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

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

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 9.3.~~

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

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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

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

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

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

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

ARTICLE 11 COMPENSATION

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

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

Five and one-half percent (5.5%) of the Cost of the Work.

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

For Furniture, Furnishings and Equipment Design and Specifications, nine and one-half percent (9.5%) of the Installed Cost of Goods specified by the Architect.

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

At hourly rates or as determined later by mutual agreement.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as otherwise stated below:

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

Schematic Design Phase	Five	percent (5	%)
Design Development Phase	Thirty-five	percent (35	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

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

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

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

Senior Principal - \$165.00 Per Hour
 Principal - \$120.00 Per Hour
 Level 9 - \$100.00 Per Hour
 Level 8 - \$85.00 Per Hour
 Level 7 - \$80.00 Per Hour
 Level 6 - \$75.00 Per Hour
 Level 5 - \$70.00 Per Hour
 Level 4 - \$60.00 Per Hour
 Level 3 - \$50.00 Per Hour
 Level 2 - \$45.00 Per Hour
 Level 1 - \$45.00 Per Hour

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Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

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

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

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~ten~~ fifteen percent (~~10~~ 15 %) of the expenses incurred.

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

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

~~To be determined later by mutual agreement~~

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of ~~zero~~ (\$ ~~0~~) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~forty five~~ (~~45~~) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

~~One~~ % ~~(1%)~~ monthly

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

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

~~None~~

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ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 Not Applicable AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

~~None~~

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

~~None~~

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

OWNER

ARCHITECT

(Signature)

Robert L. McDonald, AIA

Senior Principal

(Printed name and title)

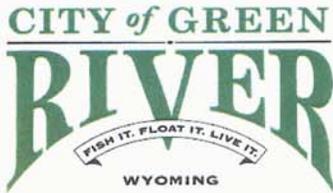
(Signature)

[Redacted Signature]

(Printed name and title)

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BOARDS – COMMISSIONS – COMMITTEES
VOLUNTEER APPLICATION

YOUR CONTACT INFORMATION

NAME Bill Thompson
 MAILING ADDRESS GREEN RIVER
 STREET ADDRESS 340 TRAIL DRIVE
 CITY & ZIP CODE GREEN RIVER 82935
 PHONE(S) 307-875-3189
 E-MAIL ADDRESS BillThompson@Wyoming.com



AVAILABILITY

Indicate your availability for volunteer service

- Weekday mornings Weekend mornings
- Weekday afternoons Weekend afternoons
- Weekday evenings Weekend evenings

AREAS OF INTERESTS

- BOARD OF ADJUSTMENT
- BUILDING CODE BOARD OF APPEALS
- COMMUNITIES PROTECTING THE GREEN RIVER
- GOLDEN GENERATION ADVISORY BOARD
- GREEN RIVER ARTS COUNCIL
- GREEN RIVER MAIN STREET
- HISTORIC PRESERVATION COMMISSION
- JOINT POWERS TELECOMMUNICATIONS BOARD
- JOINT POWERS TRAVEL AND TOURISM BOARD
- JOINT POWERS WATER BOARD
- PARKS AND RECREATION ADVISORY BOARD
- PLANNING AND ZONING COMMISSION
- SWEETWATER COUNTY BOARD OF HEALTH
- TREE ADVISORY BOARD
- URBAN RENEWAL AUTHORITY
- UTILITY BILLING REVIEW COMMITTEE

SPECIAL SKILLS OR QUALIFICATIONS

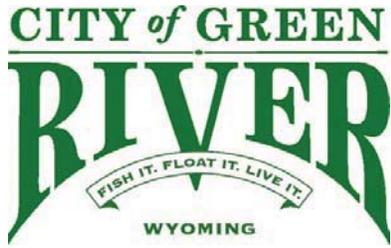
Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, and other activities including hobbies or sports. Optional: attach letter and résumé.

MEMBER OF THE HISTORIC PRESERVATION COMMISSION
|| GREEN RIVER CHAMBER
BOARD MEMBER - GOLDEN HR. SENIOR CITIZENS

SIGNATURE Bill Thompson

DATE 9/13/11
 (Applications held for 6 months)

For Office Use Only	
Appointment Date	_____
Board	_____



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

Preparation Date: September 14, 2011	Submitting Department: Finance
Meeting Date: September 20, 2011	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject:

Citywide software system contract approval

Purpose Statement

To approve the software contract with New World Systems for the Citywide Software System

Background/Alternatives

Over 3 years ago, the Finance Department started to look at other software to replace the current software; Caselle. In addition to this, City Staff recognized the need for an integrated system to not only provide for accounting purposes, but for other needs throughout the City. City Staff sent out a Request for Proposal 2 years ago and the project was never funded. The project was funded in FY 2012 and we are ready to take the next step toward implementation of the software with New World Systems.

Attachments

Agreement

Fiscal Impact

Base Contract: \$514,200. 1st year Maintenance Cost: \$42,240. Estimated Upfront Costs: \$556,440. Contingency (15%): \$83,446. Estimated Project Total: \$639,906. Budgeted: \$650,000

Staff Impact

Lots of work to be done in all Departments

Legal Review

Currently being reviewed

Recommendation

Approve Agreement

Suggested Motion

I move to approve the agreement with New World Systems; pending legal review and staff's final approval concerning terms and configuration issues.



STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

^Date

This *Standard Software License and Services Agreement* which includes the attached Exhibits (“this **Agreement**”) is between **New World Systems® Corporation** (“**New World**”), a Michigan Corporation and **^Customer Name** (“**Customer**”). This **Agreement** sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **Customer**.

The attached Exhibits include:

- Exhibit AA..... **TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
- Exhibit A **LICENSED STANDARD SOFTWARE AND FEES**
- Exhibit B..... **IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- Exhibit C **STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D **NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
- Exhibit E..... **DEMONSTRATION SITE DISCOUNT**
- Appendix 1 **AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

^CUSTOMER NAME
(Customer)

By: _____
Larry D. Leinweber, President

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

The “Effective Date” of this Agreement is the latter of the two dates in the above signature block.

I. DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. **"Authorized Copies"**:
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
 - (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
2. **"An Authorized User/Workstation"**:
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **"Computer"**:
The MSP Server(s) to be located at:
^Customer Name
^Address
^City, State, Zip
Customer shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **"Confidential Information"**:
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. **"Customer Liaison"**:
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. **"Delivery of Licensed Standard Software"**:
Licensed Standard Software will be delivered in a machine readable form to **Customer** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
7. **"Development Software"**:
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
8. **"Hourly Rate"**:
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$TBD/hour. The hourly rate is protected for 12 months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate.
9. **"Installation of Licensed Standard Software"**:
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
10. **"Licensed Custom Software"**:
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
11. **"Licensed Documentation"**:
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
12. **"Licensed Products"**:
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
13. **"Licensed Software"**:
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
14. **"Licensed Standard Software"**:
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
15. **"SSMA"**:
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
16. **"Travel Expenses"**:
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including airfare, rental car, lodging, mileage, and daily per diem expenses.
17. **"Travel Time"**:
Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project.
18. **"Upgrades"**:
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

II. GENERAL TERMS AND CONDITIONS

1.0 *SINGLE USE LICENSE*

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

2.0 *OWNERSHIP*

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

3.0 *CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE*

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 *WARRANTIES*

- 4.1 **New World** warrants, for **Customer's** benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for **Customer's** benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY

PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

5.0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

6.0 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.

6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:

- (i) provide timely answers to **New World's** requests for information;
- (ii) coordinate a mutually agreeable implementation and training schedule;
- (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
- (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.

6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s).

7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as

specified in the future contract. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.

7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.

7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
- (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
- (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
- (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

New World's entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject

to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

- 10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

14.0 DISPUTE RESOLUTION BY ARBITRATION

- 14.1 Any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in a good-faith effort to resolve any dispute or

- controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrator(s) shall have no power or authority to add to or detract from this **Agreement**. The arbitrator(s) shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Neither party nor the arbitrator(s) may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.
- 14.6 In the event that a controversy or claim arising out of or relating to this **Agreement**, or breach thereof, is heard or otherwise prosecuted in court, the parties hereby unconditionally waive their respective rights to a jury trial of any such controversy or claim.

15.0 TERMINATION

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
 - (iii) During the ninety (90) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
 - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
- (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
 - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 *PATENT AND TRADEMARK INDEMNIFICATION*

New World agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 *NOTICES*

17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation
888 West Big Beaver, Suite 600
Troy, Michigan 48084
Attention: President

18.0 *GENERAL*

18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**

18.2 This **Agreement** is governed by the laws of the State of Michigan and it shall be binding on the successors and assigns of the parties.

18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.

18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than two (2) years after the cause of action has accrued.

18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

18.6 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.

18.7 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$^
1. Licensed Standard Software	\$^
2. Less Demonstration Site Discount	^
B. IMPLEMENTATION SERVICES	^
1. PROJECT MANAGEMENT as further described in Exhibit B	
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
C. THIRD PARTY PRODUCTS AND SERVICES	^
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix I	
ONE TIME PROJECT COST:	
	<u>\$^</u>
D. TRAVEL EXPENSES (Estimate) – billed as incurred	\$^
E. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY ^.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

1. License Fee for Licensed Standard Software And Documentation Selected By Customer:

Application Package

Cost

TBD (Insert Pricing)

ENDNOTES

TBD (Insert ENDNOTES)

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **Customer's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
 - a project close-out meeting at **Customer's** location to conclude the project.
- f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to TBD months after the Effective Date.

2. Implementation and Training Support Hours Recommended

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **TBD** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software;
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services provided by **New World** may be performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) ^
- b) ^
- c) ^

- d) ^
- e) ^
- f) ^

New World's GIS implementation services are to assist and train **Customer** in preparing their GIS mapping data for use with the Licensed Standard Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. **New World** will assist **Customer** to create and/or import map layers representing the Police/EMS/Fire boundaries. **New World** is not responsible for GIS data corrections, cleansing or accuracy.

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services ^ (Standard) ^ (High Availability) Environment:

Hardware Systems Assurance and Software Installation::

- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of **New World** Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Install Anti-Virus Software and Configure Exclusions
- Install Automated Backup Software and Configure Backup Routines
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability/Disaster Recovery Scenarios (if applicable)
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World** and will be provided at the Hourly Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

New World shall provide **Customer** no-charge SSMA for a period of 90 days from delivery of Licensed Standard Software.

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the first day after the end of the no-charge SSMA period ("Start Date") and ending on the same calendar date at the conclusion of the SSMA term.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.
- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the Hourly Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to Customer on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA term, if Customer believes that the Licensed Standard Software does not conform to the warranties provided under this Agreement, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. A non-warranty request is handled as a billable Request For Service (RFS) provided at the Hourly Rate.

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers

New World agrees to provide software maintenance at the costs listed below for the New World Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost

	No charge
90 Days	
Year 1	\$^
Year 2	^
Year 3	^
Year 4	^
Year 5	^

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At:
Customer Name

Located At:

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.

2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **Customer** identified above as permitted in the **Customer's Standard Software License and Services Agreement with New World**.

3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **Customer** under the **Standard Software License and Service Agreement** between **Customer** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation.

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **Customer**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

^
^
^

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

Customer is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

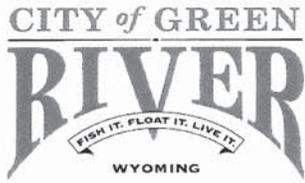
Customer shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on said Agreements. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1
CONFIGURATION

TBD (Insert Pricing)

ESRI Notes

- 1) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 6) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
- 9) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
- 10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.



City Council Meeting Agenda Documentation

Preparation Date:	9/14/11	Submitting Department:	Administration
Meeting Date:	9/20/11	Department Director:	Barry Cook
		Presenter:	Barry Cook

SUBJECT TRAFFIC COMMITTEE RECOMMENDATIONS

PURPOSE STATEMENT

Inform the Governing Body of issues reviewed by the Traffic Committee and seek approval of the Committee’s recommendations.

BACKGROUND - ALTERNATIVES

See attached memorandum

ATTACHMENTS

Memo; Traffic Committee meeting agenda; e-mails; maps

FISCAL IMPACT

Possible cost to the City if we conduct an Engineering Study to address speed limits

STAFF IMPACT

N/A

LEGAL REVIEW

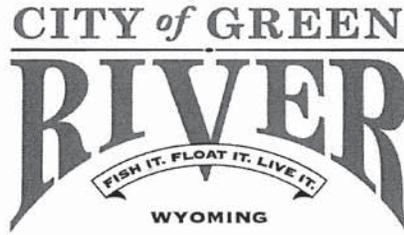
N/A

RECOMMENDATION

Approve the Traffic Committee’s recommendations.

SUGGESTED MOTION

I MOVE to approve the Traffic Committee’s recommendations as submitted.



MEMORANDUM

TO: GOVERNING BODY
FROM: TRAFFIC COMMITTEE MEMBERS
RE: RECOMMENDATIONS
DATE: SEPTEMBER 14, 2011

The Traffic Committee met on Monday, September 12, to review the following issues.

1. Lower Speed Limits

City Prosecutor Lisa Botham reviewed the new state statutes regarding the requirements to lower speed limits within municipal limits below 30 mph.

It is her opinion that an Engineering Study is still required in order to justify any speed limit lower than 30 mph. The Wyoming Department of Transportation states that "National Standards" must be followed which require an Engineering Study.

The Committee does not recommend an expensive study at this time and suggests that legislative action be sought by WAM or the City.

2. One-way Street Request - Ron McCormick

Mr. McCormick lives at 22 West Railroad Avenue, and he recently received a ticket for parking the wrong way in front of his house. He requested that the one-way street currently to the west of his house be extended east one block.

The Committee does not want to extend the one-way street but want to look at eliminating the one-way from Blake to W. Railroad Avenue on N. 6th West. Mr. McCormick was also informed that it is legal to do a U-turn in the intersection of N. 6th West and W. Railroad Avenue.

3. Parking Concerns on Flaming Gorge Way between N 3rd East and N 5th East

There are several mechanical and towing shops in this two block section that have trucks and cars parked on Flaming Gorge Way for an extended period of time.

The Police Department will contact the business owners and inform them of current ordinances. Please refer to the attached Code Section 24-31, "Parking on street to repair prohibited."

4. Scotts Bottom Road Traffic Study request

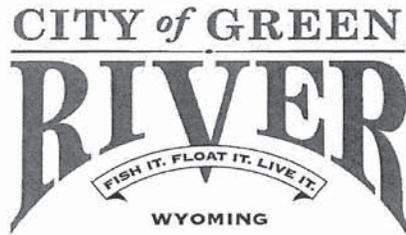
Paul & Paula Frey at 2075 East Teton Blvd sent a letter to Community Development Director Laura Hansen requesting a traffic study in the area due to the new Scotts Bottom Road.

There are several areas and intersections in Green River that need to be looked at due to development and increased traffic. The Committee will look at these areas.

5. Request for Stop Sign at Intersection of West Virginia and South Carolina

The Traffic Committee recommends a Yield sign at this intersection.

BC:gl



MEMORANDUM

TO: TRAFFIC COMMITTEE MEMBERS

FROM: BARRY COOK, CITY ADMINISTRATOR 

RE: COMMITTEE MEETING
3:00 PM MONDAY, SEPTEMBER 12TH
CITY HALL ADMIN CONFERENCE ROOM

DATE: SEPTEMBER 7, 2011

AGENDA

1. Speed limits
2. One-way street issue for Ron McCormick at 22 South 5th West
3. No parking on Flaming Gorge Way between Arctic Circle & Darren's Towing
4. Scotts Bottom Road traffic study – Paula Frey
5. Follow-ups
6. Committee issues


From: [Barry Cook](#)
To: [Ginni Lipka](#)
Subject: FW: Establishment of Speed Limits on Local roads
Date: Wednesday, September 07, 2011 8:59:58 AM

Back –up for the Traffic Committee ...

From: Lisa Botham
Sent: Tuesday, September 06, 2011 12:24 PM
To: Barry Cook
Subject: RE: Establishment of Speed Limits on Local roads

Sounds good. When will it be? Just let me know.
Lisa

From: Barry Cook
Sent: Tuesday, September 06, 2011 12:23 PM
To: Lisa Botham
Cc: Ginni Lipka
Subject: RE: Establishment of Speed Limits on Local roads

I am setting up a Traffic Committee Meeting and inviting both you and councilmember Adam Coppolo, to discuss Speed Limits inside the City –limits ..

From: Lisa Botham
Sent: Monday, August 01, 2011 12:12 PM
To: Barry Cook
Subject: RE: Establishment of Speed Limits on Local roads

Barry,

The state statutes only allow for a reduction from the state speed limit of 30 if there is an underlying engineering study done that would justify the lower limit. It has been my understanding that all of the roads within the city are designed for 30 mph or above. The dirt roads may be an exception, and of course school zones but only within so many feet of a school crossing.

This was an issue a few years back when we had to remove all the random 20 mph signs in town. They tend to be put up upon the complaint of a citizen and have no rational basis for enforcement. Having these signs, which were not enforceable, tends to cause law abiding citizens to go slower, but does not deter those drivers who are the problem.

Perhaps if I knew where the problem areas are I could suggest other

John,

In light of the recently approved legislature (SF0026) regarding speed limits, I have the following questions:

1) The title refers to County roads and the definition of subdivision within this bill refers to WS 18-5-304 which is in regard to county subdivisions not city subdivisions. Just to clarify then, does this bill pertain to roads within cities as well?

2) In regard to minimum speed limits (34-5-304), it now states: "A local authority may make the determination permitted under this subsection by complying with rules adopted by the department for this purpose, which rules shall adopt standards consistent with national practices." So, with that now being said, what do we as the City of Green River need to do to be able to lower speed limits to less than 30 mph in some areas of Green River? Is there assistance available from WyDOT to do an engineering and traffic investigation for these areas? What steps needs to be taken?

John, I'm not too sure who to ask these questions to. Can you direct me to the appropriate person? I appreciate your help.

Laura Hansen, AICP

Director of Community Development

City of Green River

50 East 2nd North

Green River, WY 82935

Office Phone: 307-872-6146

Fax: 307-872-0510

lhansen@cityofgreenriver.org

John B. Eddins, P.E.

District 3 Engineer, Rock Springs

WYDOT

Office: 307-352-3031

E-mail: john.eddins@wyo.gov



S 5th W & Surrounding Roadways

CITY OF GREEN RIVER - SWEETWATER COUNTY, WYOMING

Prepared by Jason D Brown, City of Green River GIS
 Date: 9/7/2011
 Path: U:\gis\proj\proj\Transportation\Traffic_comm\line\5th_W.mxd

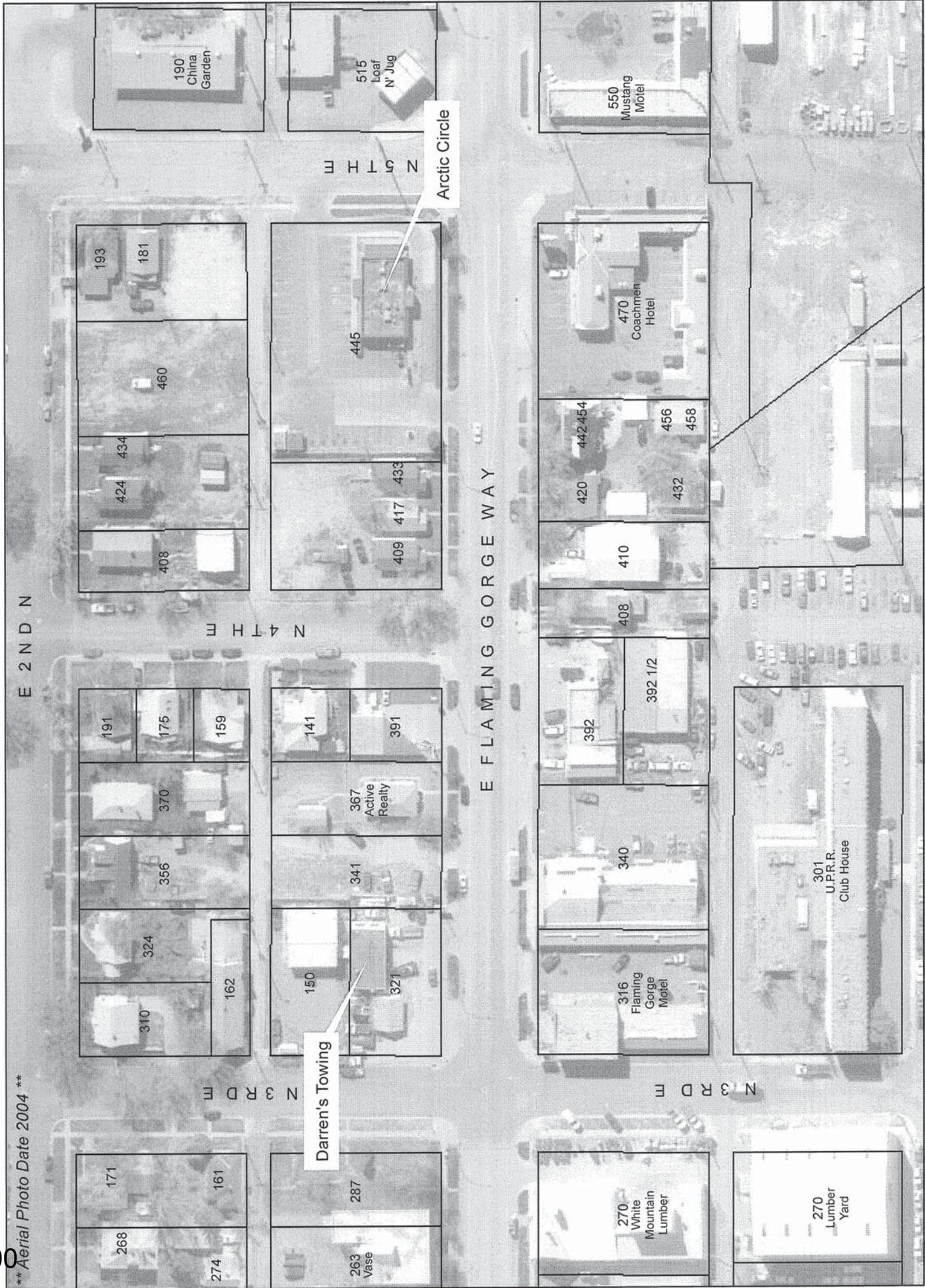


E Flaming Gorge Way - Darren's Towing to Arctic Circle

CITY OF GREEN RIVER - SWEETWATER COUNTY, WYOMING



** Aerial Photo Date 2004 **



Sec. 24-21. - Parking near curb or intersection.

- (a) No vehicle shall be parked with the left side of such vehicle next to the curb, except on one-way streets, and it shall be unlawful to stand or park any vehicle in a street other than parallel with the curb and with the two (2) right wheels of the vehicle within twelve (12) inches of the regularly established curb line, except that upon those streets that have been marked for angle parking, the vehicle shall be parked at the angle to the curb indicated by such marks.
- (b) It shall be unlawful for any person to park any motor vehicle or towed vehicle on a city street or alley within twenty (20) feet of an intersection, or next to any yellow painted curb.

(Ord. No. 827, § 4, 3-11-68; Ord. No. 91-33, § 1, 10-1-91; Ord. No. 99-4, § 11, 4-6-99)

Sec. 24-31. - Parking on street to repair prohibited.

It shall be unlawful for any garage, service station, mechanic or repairman to park any vehicle upon any street when the vehicle is in possession and custody of the garage, service station, mechanic or repairman for the purpose of repairing, improving, restoring or servicing the vehicle.

(Ord. No. 827, § 5, 3-11-68)

Sec. 24-34. - Posting of signs; painting of curbs.

The chief of police or any other person authorized by the mayor and council shall cause signs to be posted in all areas where parking is limited or prohibited, indicating such limitations or prohibitions. In addition the mayor and council may authorize the chief of police or some other person to paint the curbs or curbing of any limited or prohibited parking areas.

(Ord. No. 827, § 9, 3-11-68)

Dear Laura -
We have been out of town and just received your notification letter concerning the River Cove Subdivision.

Paul & Paula Frey
2075 East Teton Blvd.
Green River, WY 82935
307-875-7800 or 307-875-4246
the2fries@yahoo.com

August 10, 2011

City of Green River
Laura Hansen, AICP
Director of Community Development
Green River, WY 82935



Dear Laura Hansen,

We have voiced concerns to numerous city officials over the past few years concerning the Subdivision located in the East ½ Section 35, Township 18 North, Range 107 West. We don't feel that our comments at this point will make any difference because they haven't been considered in the past. We realize that a great deal of money has been spent at this point on this development by the City of Green River and Four Whatever, Inc. and your notification is just a formality.

We submit to the City of Green River a request to do a traffic study of the area to determine if the access road on East Teton in a residential area will be able to handle the increase in traffic. The proposed plat has at least 30 home sites and each home unit will most likely have at least 2 cars per household and sometimes more. That would mean at least 60 to 70 more vehicles coming in and out of the access road plus all the park traffic. The newspaper stated that there are 500 possible home sites that are planned. The additional homes would increase traffic tremendously in a now quite neighborhood. The one access road could not handle all the traffic and it would make it impossible for the people in this area of East Teton to get out of their driveways and it would

170-201

be equally impossible for the people living in the subdivision to exit that area in high traffic times.

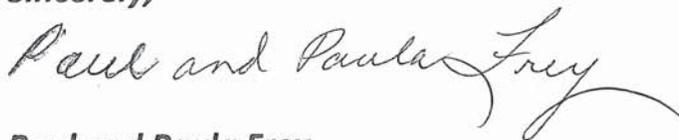
We are also concerned that this area has not been rezoned to our knowledge. Ugly condominiums could be built in this area if it is not rezoned. We petition that the city rezone the entire area. Also there are no guidelines as to the type of home that can be built. A three story home in a neighborhood of Ranch style homes would ruin the look of the area. Progressive cities have guidelines as to the style, color and placement of the homes so the development is not an eye sore.

The impact on the wildlife has been tremendous. The kit of foxes across from us is gone, we no longer see the eagles, the pelicans have moved up river, and all the wildlife in general has been stressed. We request that a study be done by the EPA to determine the impact on the wildlife along the Green River.

This development will block one of the only remaining views of the Green River in our town. The street lights are already an ugly scar on the view. This area could have been a great place for family recreation, a golf course, a hiking area, nature trails and many other activities that would have been an asset to Green River. Our City officials lack vision when it comes to our greatest asset, the Green River.

Please address the issues in this letter.

Sincerely,

A handwritten signature in cursive script that reads "Paul and Paula Frey". The signature is written in dark ink and is positioned above the typed name.

Paul and Paula Frey

Barry Cook

From: Randy Koloff
Sent: Tuesday, September 13, 2011 10:05 AM
To: 'Kim.Bokor@yahoo.com'
Cc: Barry Cook; Mike Nelson
Subject: RE: Online Form Submittal: Contact Us

*Follow-up
x*

Kim,

Sorry for the delay it is a very busy summer. The Traffic Committee met yesterday and it was decided that we would install a "Yield" sign at this intersection. We felt that there was no warrant to place a stop sign at this location because there is adequate sight distance. I will place a work order to install the sign within the next week or so. Please call me if you have any questions. Thanks.

Randy Koloff

Streets Supervisor, City of Green River
50 E 2nd N
Green River, Wyoming 82935
307-872-0564
307-872-0565 Fax

From: Kim.Bokor@yahoo.com [mailto:Kim.Bokor@yahoo.com]
Sent: Monday, June 27, 2011 3:32 PM
To: Randy Koloff
Subject: Online Form Submittal: Contact Us

If you are having problems viewing this HTML email, click to view a [Text version](#).

Contact Us

If you have a question or concern you would like the City to address, please submit this form. We will try to address your request in a timely manner.

Personal Information

Name*	Kim Bokor	City*	Green river
Phone Number*	3078719405	State*	WY
Email*	Kim.Bokor@yahoo.com	Zip*	82935

Departments

Which department would you like to contact?*

- | | |
|---|--|
| <input type="checkbox"/> Administration | <input type="checkbox"/> Main Street |
| <input type="checkbox"/> Animal Control | <input type="checkbox"/> Mayor & City Council |
| <input type="checkbox"/> Building Inspection | <input type="checkbox"/> Municipal Court |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Parks & Recreation |
| <input type="checkbox"/> Engineering | <input type="checkbox"/> Planning & Zoning |
| <input type="checkbox"/> Finance | <input type="checkbox"/> Police Department |
| <input type="checkbox"/> Fire Department | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> General Information | <input type="checkbox"/> Solid Waste Division |
| <input type="checkbox"/> Geographic Information Systems | <input checked="" type="checkbox"/> Streets Division |
| <input type="checkbox"/> Human Resources | <input type="checkbox"/> Utility Division |

Questions & Concerns

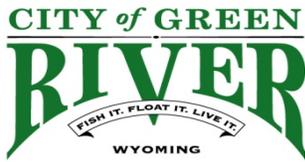
What is the nature of your request?*

I am wondering how to request that a stop sign be put at intersection of west Virginia street and south Carolina street. No one ever stops to look for traffic and there are a lot of children in the area.

Would you like to be contacted concerning your request?*

Yes

No



CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: 9/14/2011	Submitting Department: Public Works
Meeting Date: 9/20/2011	Department Director: Mike Nelson
	Presenter: Dave Westling

SUBJECT: Change Order #1, 2011 Capital Improvement Project, Expedition Island Paving Project

PURPOSE STATEMENT Submittal of Change Order #1 for the 2011 Capital Improvement Project, Expedition Island Paving Project.

BACKGROUND/ALTERNATIVES This project was designed by JFC Engineers and Surveyors under the direction of the Parks and Recreation Division in 2009. The direction from the City Administrator in 2011 was to add the final JFC Expedition Island Paving Project design to the 2011 Capital Improvement Project for construction in 2011.

The JFC design for the Expedition Island Paving Project did not include asphalt paving up against the Island Pavilion Building. Paving up to the building on the north, east and south sides of the building would enhance the storm drainage away from the building extending the life of the facility. The deteriorated concrete slab at the southwest corner of the Island Pavilion Building will be removed and reconstructed with asphalt pavement.

Secondly there was no asphalt paving called out in the JFC design for the east end of the Island from the west side of the existing Sanitary Sewer Lift Station to the east up to the White Water Park Gazebo (East Shelter). Paving up to the Gazebo would provide a stable platform for Emergency Services to stage their rescue operations in addition to providing public access to boaters, sightseers and picnickers. Additionally the design did not include any sidewalk behind the curb and gutter at the front entrance to the building.

Finally Allan Wilson, Parks and Recreation Director advised us of approximately 40 steel pipe or wood posts encased in concrete that exists just below the current pavement surface. These steel pipes or wood posts must be removed by the contractor prior to milling the existing asphalt surface to minimize the damage to their equipment. The Parks and Recreation Division is requesting that all these items be addressed during the construction of the Expedition Island Paving Project phase of the 2011 Capital Improvement Project.

ATTACHMENTS: 2011 CIP Expedition Island Paving Project Change Order #1 and cost estimate spreadsheet.

FISCAL IMPACT There is budget authority available to fund the Change Order amount of \$35,401.70 and to address the Change Order issues described above in the 2011 Capital Improvement Project line item 15-900-8709.

STAFF IMPACT Minimal

LEGAL REVIEW Standard Capital Improvement Change Order Document.

RECOMMENDATION Approve Change Order #1 for the 2011 Capital Improvement Project, Expedition Island Paving Project to address construction quantity shortages of asphalt pavement and concrete sidewalk, plus the removal cost of deteriorated concrete slab on the south west corner of the Island Pavilion building and the removal of existing steel or wood posts.

SUGGESTED MOTION “I move to approve Change Order #1 for the 2011 Capital Improvement Project, Expedition Island Paving Project in the amount of \$35,401.70 to address construction quantity shortages of asphalt pavement and concrete sidewalk, plus the removal cost of deteriorated concrete slab on the southwest corner of the Island Pavilion building and removal of existing steel or wood posts.”

CHANGE ORDER #1

PROJECT: 2011 CIP, Expedition
Island Parking Lot

DATE OF ISSUANCE: September 20, 2011

OWNER'S NAME: City of Green River

CONTRACTOR'S NAME: Lewis and Lewis, Inc.

OWNER'S ADDRESS: 50 East 2nd North
Green River, WY 82935

CONTRACTOR'S ADDRESS: P.O. Box 1928
Rock Springs, WY 82902

OWNERS PROJECT NO: 15-900-8709

CONTRACT NO: CC0000

TYPE OF CONTRACT: 2011 Capital Improvement Project, Expedition Island Paving Project

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

Description: The construction quantities for the 2011 Capital Improvement Project, Expedition Island Paving Project have been adjusted to include asphalt paving up to the Island Pavilion building and from the west side of the of the existing Sanitary Sewer Lift Station to the east up to the White Water Park Gazebo (East Shelter). Secondly 432 square feet of sidewalk was added to the project quantities to be constructed behind the new curb and gutter located along the main entrance to the Island Pavilion building. Additionally construction quantity was included in the project to remove the deteriorated concrete slab at the southwest corner of the Island Pavilion (to be replaced with asphalt pavement). Finally the construction quantities were adjusted to include the removal of the existing 40 steel pipe or wood posts located beneath the current pavement surface. These work items shall be added to the current contract with the passage of this Change Order.

Purpose of Change Order: Adjust contract quantity and price to include the work items describe above.

Attachments: 2011 Capital Improvement Project, Expedition Island Paving Project, Change Order #1 cost estimate spreadsheet.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIME:

Original Contract Price

\$223,791.00

Original Contract Time

October 19, 2011

Previous Change Orders No. 0 to No. 0

\$0.00

Net Change from previous Change Orders

0 days

Contract Price prior to this Change Order

\$223,791.00

Contract Time prior to this Change Order

October 19, 2011

Net Increase of this Change Order

\$35,401.70

Net Increase of this Change Order

0 days

Contract Price with all approved Change Orders

\$259,192.70

Contract Time with all approved Change Orders

October 19, 2011

RECOMMENDED:

APPROVED:

APPROVED:

by: _____
City Project Representative

by: _____
Owner

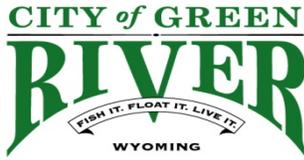
by: _____
Contractor

**2011 CAPITAL IMPROVEMENT PROJECT
EXPEDITION ISLAND PARKING LOT
CHANGE ORDER #1**

Additional asphalt and concrete items requested by the Parks Department
for the Expedition Island Parking Lot

DATE: September 13, 2011

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
1	8" Pulverized base, plant mix base course (2") and surface course (1 1/4") combined	SQUARE FEET	6,794.0	\$4.05	\$27,515.70
2	Concrete sidewalk	SQUARE FEET	432.0	\$8.00	\$3,456.00
3	Removal existing concrete slab	SQUARE FEET	560.0	\$0.75	\$420.00
4	Post removal prior to asphalt milling (existing steel pipe or wood?, cut off below grade)	EACH	40.0	\$62.50	\$2,500.00
5	Tack coat	SQUARE YARD	755.0	\$1.00	\$755.00
6	Seal coat	SQUARE YARD	755.0	\$1.00	\$755.00
			TOTAL PRICE		\$35,401.70



CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: 9/14/2011	Submitting Department: Public Works
Meeting Date: 9/20/2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

Subject:

Bid Opening for the 2011 Tomahawk Water Line Project

Purpose Statement

Reject the Bid received for the 2011 Tomahawk Water Line Project and re-Bid

Background/Alternatives

A Bid opening was held on September 12, 2011. One Bid was received from Rodgers Excavation, Inc. in the amount of \$77,000; the Engineer's Estimate was \$62,618. After review of the Bid, there were many irregularities found. The biggest irregularity is on the Bid Schedule, the total price and the unit prices are the same. Based on the written unit price totals, the true Bid would be \$5,015,300. Additional issues were the Contractor Certification was incomplete, no Certificate of Residency was submitted and there was not a Corporate Stamp.

Attachments

Bid Tab

Fiscal Impact

None

Staff Impact

Minimal

Legal Review

Not applicable

Recommendation

Staff recommendation is to Reject the Bid received from Rodgers Excavation, Inc. for the 2011 Tomahawk Water Line Project and re-Bid

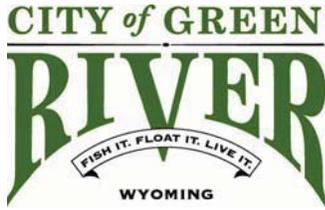
Suggested Motion

"I Move to Reject the Bid received from Rodgers Excavation, Inc. for the 2011 Tomahawk Water Line Project and re-Bid"

**BID TABULATION – CITY OF GREEN RIVER
 2011 TOMAHAWK WATER LINE PROJECT
 BID OPENING SEPTEMBER 12, 2011 AT 2:00 P.M.**

Bidder	Total Bid	Residency Certificate	Bid Bond	Addendum 1
Rodgers Excavation GREEN RIVER	77,000 ⁰⁰		✓	✓
Engineers Estimate	\$62,618.00			

Present: Wayne Lee Adcock, John Lumbly Jr,
TRISH MAUSTADT,
RICK WRIGHT



City of Green River City Council Meeting Agenda Documentation

Preparation Date: September 8, 2011	Submitting Department: Parks and Recreation
Meeting Date: September 20, 2011	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Approval of the Green River Arts Council Sculpture Showcase Artist Agreements
(NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement

To have the Governing Body approve the Sculpture Showcase Artist Agreements between the City of Green River and the sculpture artists, displaying their art sculptures during the 2011-2012 exhibit cycle.

Background/Alternatives

The Sculpture Showcase Artist Agreement sets forth the responsibilities of the City and Artist for the placement of their art piece within City limits during the exhibit cycle. It shows which party is responsible for each aspect of the placement, display, safety and maintenance of the art piece. The agreement also specifies that the Artist will donate 20% of the total purchase price to the Green River Arts Council and the artist will receive the remaining 80%.

Attachments

Attachment A – M Sculpture Showcase Artist Agreements

- Scot Gilmore for “Poker Run Bike”
- Richard Turner for “7’ Saguaro” and “Fishhook Barrel”,
- Craig Frederick for “Cowboy Armor”
- Craig Frederick for “Bike”
- Steve Tyree for “Cougar”
- Jon Seeman for “Emergency”
- Lani Andrews for “Nesy”
- Scott Shaffer for “Just Bearley”
- Gary Lee Price for “Unlimited Horizons”
- Bobbie Carlyle for “Duster”
- Bill & Jeanne Magaw for “Mobile Dancers/Yellow Base” and “Dancing Daisies”

Fiscal Impact

N/A

Staff Impact

Minimal

Legal Review

The City Attorney has approved the attached contract agreement on July 28, 2011.

Recommendation

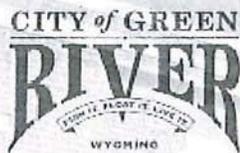
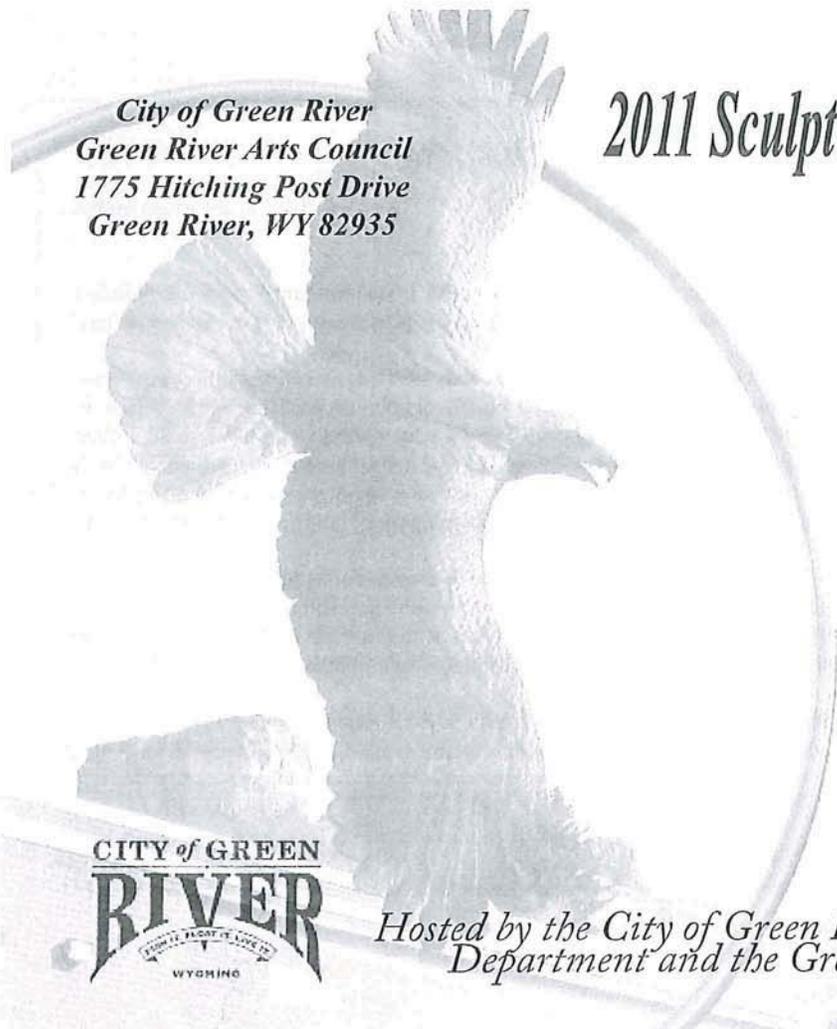
Staff recommends that the Governing Body approve the attached Sculpture Showcase Artist Agreements between the City of Green River and each named artist that displays their artwork within the City.

Suggested Motion

I move to approve the attached Sculpture Showcase Artist Agreements between the City of Green River and each named artist that displays their artwork within the City.

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name SCOT GILMORE Phone 970-663-7110
 Address 4045 NCR 27 E-mail wonman@gmail.com
 City, State, Zip LOVELAND Co 80538
 Name of Sculpture POKER RUN BIKE
 Material(s) MOTORCYCLE PARTS (METAL) Price \$ 2800⁰⁰
 Dimensions 4' Width 4' Height 4' Depth _____ Weight 150[#]
 Special Requirements INSTALL METAL BASE - LUBE CENTER PIN
 What does this piece mean to you? What inspired you to create the piece? came in a dream

Please include a separate form for each artwork submission
 City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.
 Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

The *Sculpture Showcase* of the selected sculptures is held in conjunction with the Art on the Green annual artist competition and the River Festival on August 19th & 20th, 2011.

During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."*

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011 - 2012 Artwork Placement
August 19, 2011 - August 11, 2012



**Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org*

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and _____ (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

The Green River Arts Council and the City of Green River are responsible for installing the artwork based on the written instructions provided by the artist. The City will maintain insurance coverage on all artwork for vandalism, theft, or damage by motor vehicles during the contract period. (The Art Council and the City are not responsible for damage caused by "Acts of God".) Unless specific arrangements have been made in writing prior to the beginning of the contract period, the City of Green River will not be responsible for insuring or otherwise covering damage to artwork that are picked up or dropped off prior to the contract period. Similarly, artwork that will remain in Green River after the contract period will not be insured or otherwise covered for damage unless specific arrangements have been agreed to in writing prior to the end of the contract period.

The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist

[Handwritten Signature]

Date

8-13-2011

Signature for Art on the Green and the City of Green River

Date

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase *Attachment B*



*Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council*



Sculpture Showcase Artist Contract & Application

Your Name Richard Turner Phone 316-282-2244
Address 1810 SE 9th E-mail Richard.Turner
City, State, Zip Newton, KS 67114
Name of Sculpture 7' Saguaro
Material(s) Steel Price \$ 1750.00
Dimensions 24" Width 7 Height 7 Depth 7 Weight
Special Requirements None
What does this piece mean to you? What inspired you to create the piece?

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

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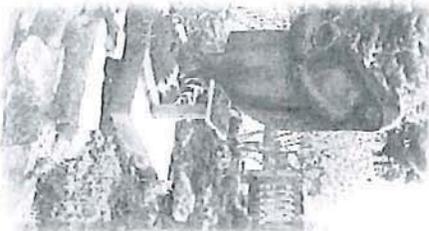
During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."*

Sculpture Showcase Dates:

*Reveal of Sculpture Showcase
August 19, 2011*

*2011- 2012 Artwork placement
August 19, 2011 - August 11, 2012*



**Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenvr.org*

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and Richard Turner (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

The Green River Arts Council and the City of Green River are responsible for installing the artwork based on the written instructions provided by the artist. The City will maintain insurance coverage on all artwork for vandalism, theft, or damage by motor vehicles during the contract period. (The Art Council and the City are not responsible for damage caused by "Acts of God".) Unless specific arrangements have been made in writing prior to the beginning of the contract period, the City of Green River will not be responsible for insuring or otherwise covering damage to artwork that are picked up or dropped off prior to the contract period. Similarly, artwork that will remain in Green River after the contract period will not be insured or otherwise covered for damage unless specific arrangements have been agreed to in writing prior to the end of the contract period.

The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist

Richard Turner

Date

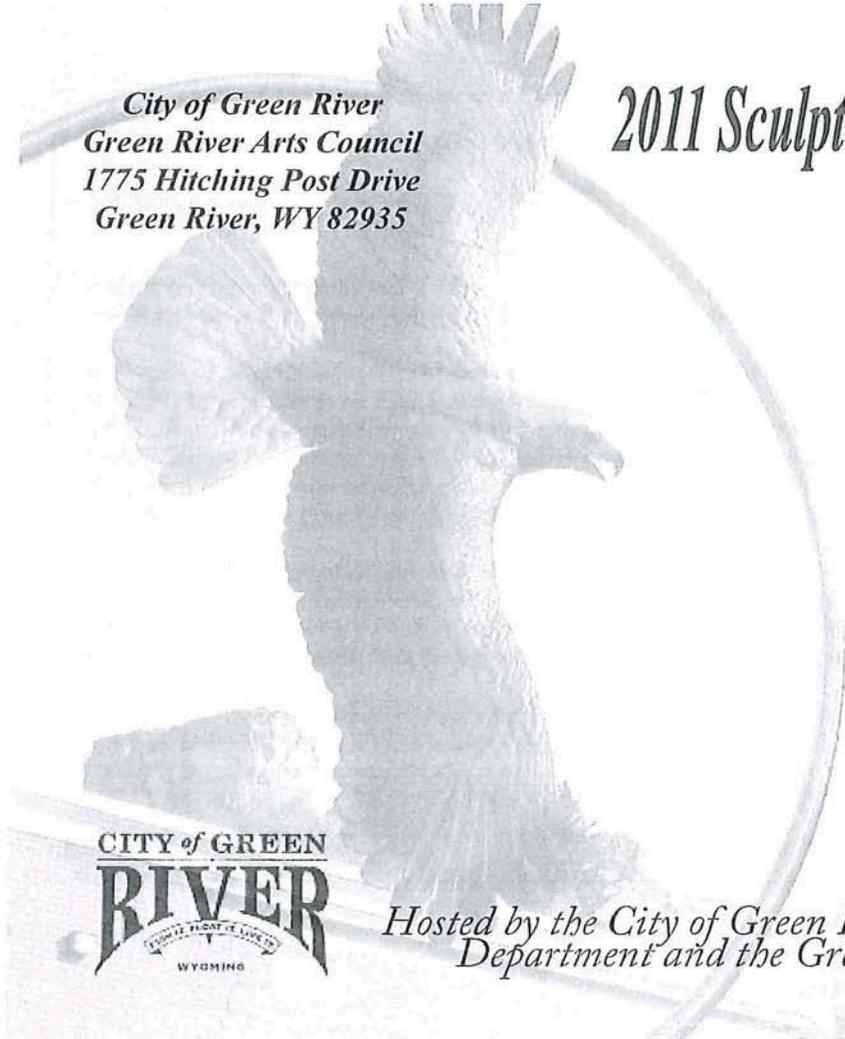
8-13-11

Signature for Art on the Green and the City of Green River

Date

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Richard Turner Phone 316-282-2244

Address 1810 SE 9th E-mail _____

City, State, Zip Newton, KS 67114

Name of Sculpture Fishhook Bernal

Material(s) Steel Price \$ 550⁰⁰

Dimensions _____ Width _____ Height _____ Depth _____ Weight _____

Special Requirements None

What does this piece mean to you? What inspired you to create the piece? _____

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

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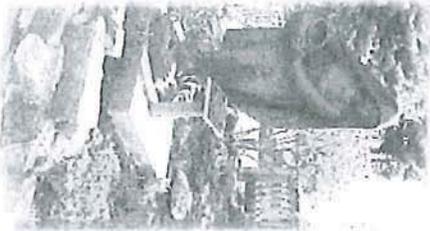
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"Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."*

Sculpture Showcase Dates:

*Reveal of Sculpture Showcase
August 19, 2011*

*2011-2012 Artwork placement
August 19, 2011 - August 11, 2012*



**Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org*

Sculpture Showcase

Artist Contract and Application

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Signature of Artist

[Handwritten Signature]

Date

8.14.11

Signature for Art on the Green and the City of Green River

[Handwritten Signature: D. Woelfel, Chair]

Date

8/14/11

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

Attachment D
2011 Sculpture Showcase



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Craig Frederick Phone 928 640 2241
Address PO Box 104 E-mail lauracraigy@hotmail.com
City, State, Zip Page Az 86040
Name of Sculpture Cowboy Armor
Material(s) Rusted Metal w/ Fence Post Price \$ 3500
Dimensions Width 24" Height 6' Depth 10" Weight 100 lbs
Special Requirements _____

What does this piece mean to you? What inspired you to create the piece? Love of the Old West -
desire to fabricate cowboy clothes from metal and
remain authentic

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

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Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork placement
August 19, 2011 - August 11, 2012



*Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org

Sculpture Showcase

Artist Contract and Application

Please read carefully

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The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist *Craig Fredrickson*

Date 8/13

Signature for Art on the Green and the City of Green River _____ Date _____

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase Attachment E



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Craig Frederick Phone 928 640 2241
Address PO Box 104 E-mail lauracraigy@hotmail.com
City, State, Zip Page Az 86040
Name of Sculpture Bike
Material(s) Found Object Metal Sculpture Price \$ 800-
Dimensions _____ Width 5' Height 3 1/2' Depth 8" Weight 150 lbs
Special Requirements _____

What does this piece mean to you? What inspired you to create the piece? I am an avid bicyclist with a love for random metal parts.

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

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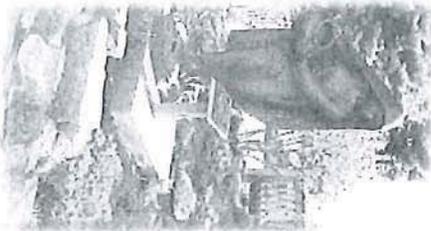
During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

The Green River Arts Council (GRAC) mission statement: "Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork placement
August 19, 2011 - August 11, 2012



*Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and Craig Frederick (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

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The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist

Craig Frederick

Date

8/13

Signature for Art on the Green and the City of Green River

Date

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase ^{Attachment F}



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name STEVE TREE Phone (503) 835 0512
Address 23260 ROYAL ANNE E-mail TREE.SCULPTURES@GMAIL.COM
City, State, Zip AMITY, OR 97101
Name of Sculpture COUGAR
Material(s) BRONZE Price \$ 7800-
Dimensions _____ Width _____ Height _____ Depth _____ Weight 110 LBS
Special Requirements SPRAY WITH (MINI-WAX SPAR URETHANE - CLEAR SATIN) EVERY 3 MONTHS
What does this piece mean to you? What inspired you to create the piece? WE ALWAYS ENJOYED THE
BIG CATS

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

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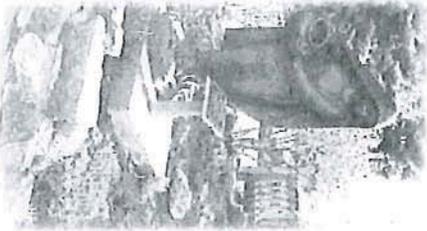
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Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork Placement
August 19, 2011 - August 11, 2012



*Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and STEVE TREE (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

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The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist

STEVE TREE

Date

Aug. 13, 11

Signature for Art on the Green and the City of Green River

[Signature]

Date

8/14/11

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase ^{Attachment G}



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name JON SEEMAN Phone 949-633-7502
Address 1901 Laguna Canyon Rd. #6 E-mail seemanjon@yahoo.com
City, State, Zip Laguna Beach, CA 92651
Name of Sculpture "EMERGENCE"
Material(s) STAINLESS STEEL + STEEL Price \$ 5,700.-
Dimensions Width 33" Height 68" Depth 34" Weight 135 lbs.
Special Requirements The brown steel requires care - see care sheet
What does this piece mean to you? What inspired you to create the piece? Passages to a new beginning and a point in time frozen.

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

The *Sculpture Showcase* of the selected sculptures is held in conjunction with the Art on the Green annual artist competition and the River Festival on August 19th & 20th, 2011.

During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity
for the Citizens of Green River."*

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011 - 2012 Artwork Placement
August 19, 2011 - August 11, 2012



*Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org

Sculpture Showcase	Artist Contract and Application	Please read carefully
--------------------	---------------------------------	-----------------------

This is an agreement between the Green River Arts Council, the City of Green River, and JON SEEMAN (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

The Green River Arts Council and the City of Green River are responsible for installing the artwork based on the written instructions provided by the artist. The City will maintain insurance coverage on all artwork for vandalism, theft, or damage by motor vehicles during the contract period. (The Art Council and the City are not responsible for damage caused by "Acts of God".) Unless specific arrangements have been made in writing prior to the beginning of the contract period, the City of Green River will not be responsible for insuring or otherwise covering damage to artwork that are picked up or dropped off prior to the contract period. Similarly, artwork that will remain in Green River after the contract period will not be insured or otherwise covered for damage unless specific arrangements have been agreed to in writing prior to the end of the contract period.

The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist *Jon Seeman* Date 8-13-11
 Signature for Art on the Green and the City of Green River _____ Date _____

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

Attachment H
2011 Sculpture Showcase



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Lani Andrews Phone 970-613-0311
Address 1236 W. 8th St. E-mail _____
City, State, Zip Loveland, Co 80537
Name of Sculpture Nesy
Material(s) recycled chrome Bumpers Price \$ 5,000⁰⁰
Dimensions _____ Width 2 1/2' Height 4' Depth 6' Weight 75 lbs
Special Requirements none

What does this piece mean to you? What inspired you to create the piece? the real Loch Ness monster

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

The *Sculpture Showcase* of the selected sculptures is held in conjunction with the Art on the Green annual artist competition and the River Festival on August 19th & 20th, 2011.

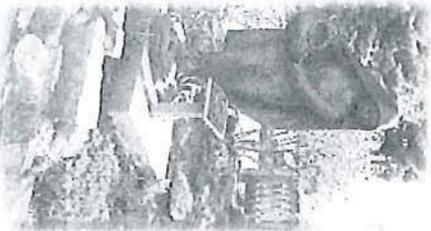
During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

The Green River Arts Council (GRAC) mission statement: "Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork Placement
August 19, 2011 - August 11, 2012



*Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and *Lani Andrews* (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

The Green River Arts Council and the City of Green River are responsible for installing the artwork based on the written instructions provided by the artist. The City will maintain insurance coverage on all artwork for vandalism, theft, or damage by motor vehicles during the contract period. (The Art Council and the City are not responsible for damage caused by "Acts of God".) Unless specific arrangements have been made in writing prior to the beginning of the contract period, the City of Green River will not be responsible for insuring or otherwise covering damage to artwork that are picked up or dropped off prior to the contract period. Similarly, artwork that will remain in Green River after the contract period will not be insured or otherwise covered for damage unless specific arrangements have been agreed to in writing prior to the end of the contract period.

The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist *Lani Andrews*

Date 8/14/11

Signature for Art on the Green and the City of Green River *P. Waage*

Date 8/14/11

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase ^{Attachment I}



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name SCOTT SHAFFER Phone (970) 243-7243
Address 2395 SAYRE DR. E-mail SHAFFERBRONZE@G
City, State, Zip GRAND JUNCTION, CO. 81507
Name of Sculpture "JUST BOARLEY" BLACK BEAR CUB.
Material(s) BRONZE Price \$ 11,000
Dimensions 40" TALL Width _____ Height 40" Depth _____ Weight 80 LBS.
Special Requirements SHARP CLAWS! BE CAREFUL! No wax! Keep it rough!
What does this piece mean to you? What inspired you to create the piece? It was a commissioned piece & born & raised in Colorado knows big game.

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

The *Sculpture Showcase* of the selected sculptures is held in conjunction with the Art on the Green annual artist competition and the River Festival on August 19th & 20th, 2011.

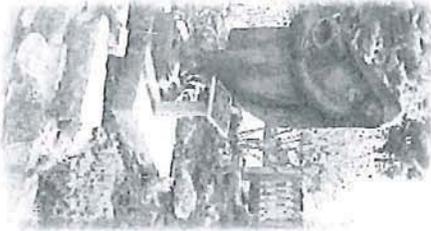
During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity
for the Citizens of Green River."*

Sculpture Showcase Dates:

*Reveal of Sculpture Showcase
August 19, 2011*

*2011-2012 Artwork placement
August 19, 2011 - August 11, 2012*



**Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or kduncombe@cityofgreenriver.org*

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and _____ (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

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The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist _____

Date

8-13-11

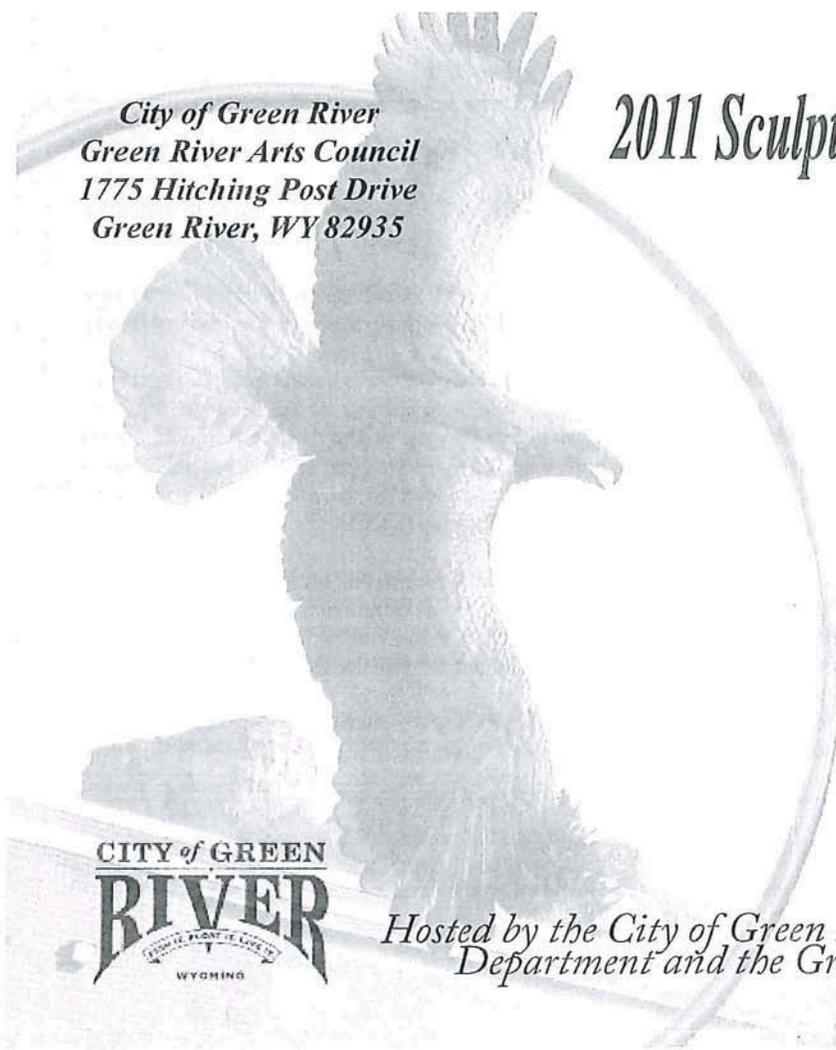
Signature for Art on the Green and the City of Green River _____

Date

8-14-11

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase *Attachment J*



*Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council.*



Sculpture Showcase Artist Contract & Application

Your Name Gary Lee Price Phone 801-489-6852
Address 767 No Main E-mail Kenld@garyleprice-coi
City, State, Zip Springville, UT 84663
Name of Sculpture Unlimited Horizons
Material(s) Bronze Price \$ 7800 -
Dimensions 18 Width 18 Height 42 Depth 22 Weight 110
Special Requirements _____

What does this piece mean to you? What inspired you to create the piece? _____

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

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*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."*

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork placement
August 19, 2011 - August 11, 2012



*Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreentriver.org

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and _____ (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

The Green River Arts Council and the City of Green River are responsible for installing the artwork based on the written instructions provided by the artist. The City will maintain insurance coverage on all artwork for vandalism, theft, or damage by motor vehicles during the contract period. (The Art Council and the City are not responsible for damage caused by "Acts of God".) Unless specific arrangements have been made in writing prior to the beginning of the contract period, the City of Green River will not be responsible for insuring or otherwise covering damage to artwork that are picked up or dropped off prior to the contract period. Similarly, artwork that will remain in Green River after the contract period will not be insured or otherwise covered for damage unless specific arrangements have been agreed to in writing prior to the end of the contract period.

The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist *Katie Duncombe*

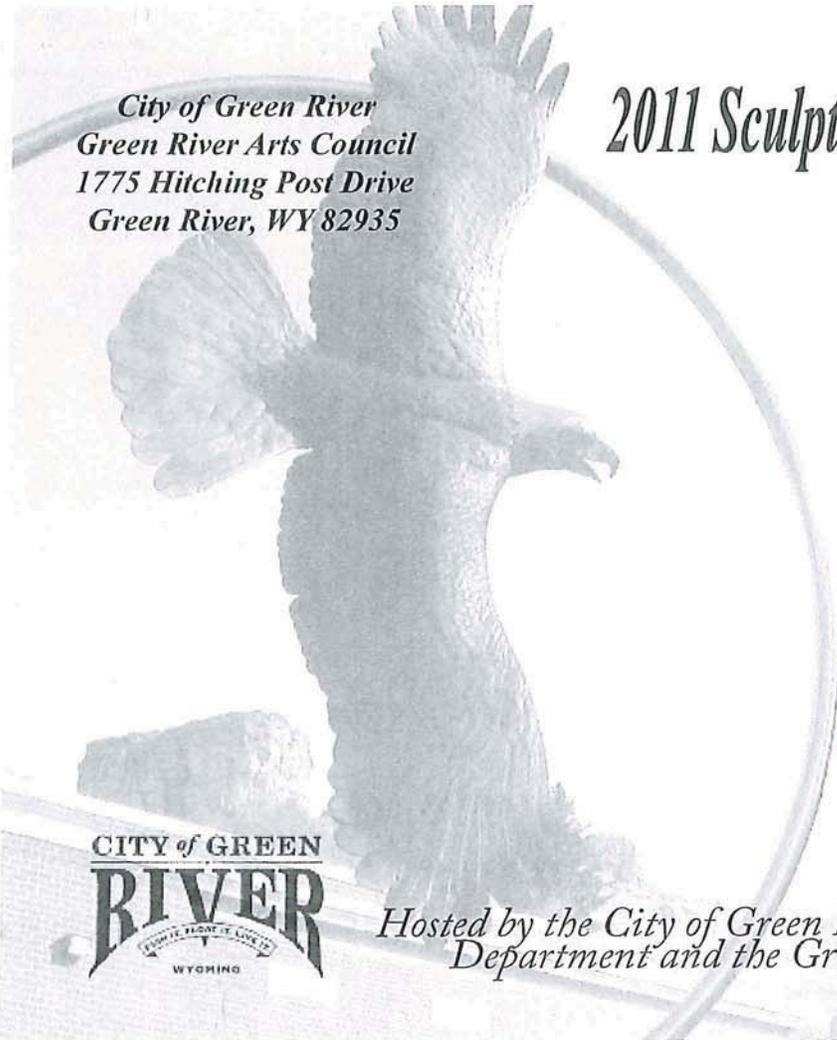
Date 8-15-11

Signature for Art on the Green and the City of Green River _____

Date _____

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase ^{Attachment K}



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Bobbie Carlyle Phone 976-622-0213
Address 1837 North Country Rd 29 E-mail bobbiecarlyle@att.net
City, State, Zip Lowland CO 80581
Name of Sculpture Duster
Material(s) brass Price \$ 8300
Dimensions _____ Width _____ Height 36" Depth _____ Weight _____
Special Requirements _____

What does this piece mean to you? What inspired you to create the piece? A romanticized image of a bygone era of the west, and of the present also

Please include a separate form for each artwork submission

City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.

Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

7th Annual Green River Arts Council Sculpture Showcase

Invitation to Participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

The *Sculpture Showcase* of the selected sculptures is held in conjunction with the Art on the Green annual artist competition and the River Festival on August 19th & 20th, 2011.

During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."*

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork placement
August 19, 2011 - August 11, 2012

**Please contact GRAC City Liaison, Katie Duncombe for more information*

(307) 872-0514 or cduncombe@cityofgreenriver.org



Sculpture Showcase	Artist Contract and Application	Please read carefully
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This is an agreement between the Green River Arts Council, the City of Green River, and Bonnie Carlyle (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

The Green River Arts Council and the City of Green River are responsible for installing the artwork based on the written instructions provided by the artist. The City will maintain insurance coverage on all artwork for vandalism, theft, or damage by motor vehicles during the contract period. (The Art Council and the City are not responsible for damage caused by "Acts of God".) Unless specific arrangements have been made in writing prior to the beginning of the contract period, the City of Green River will not be responsible for insuring or otherwise covering damage to artwork that are picked up or dropped off prior to the contract period. Similarly, artwork that will remain in Green River after the contract period will not be insured or otherwise covered for damage unless specific arrangements have been agreed to in writing prior to the end of the contract period.

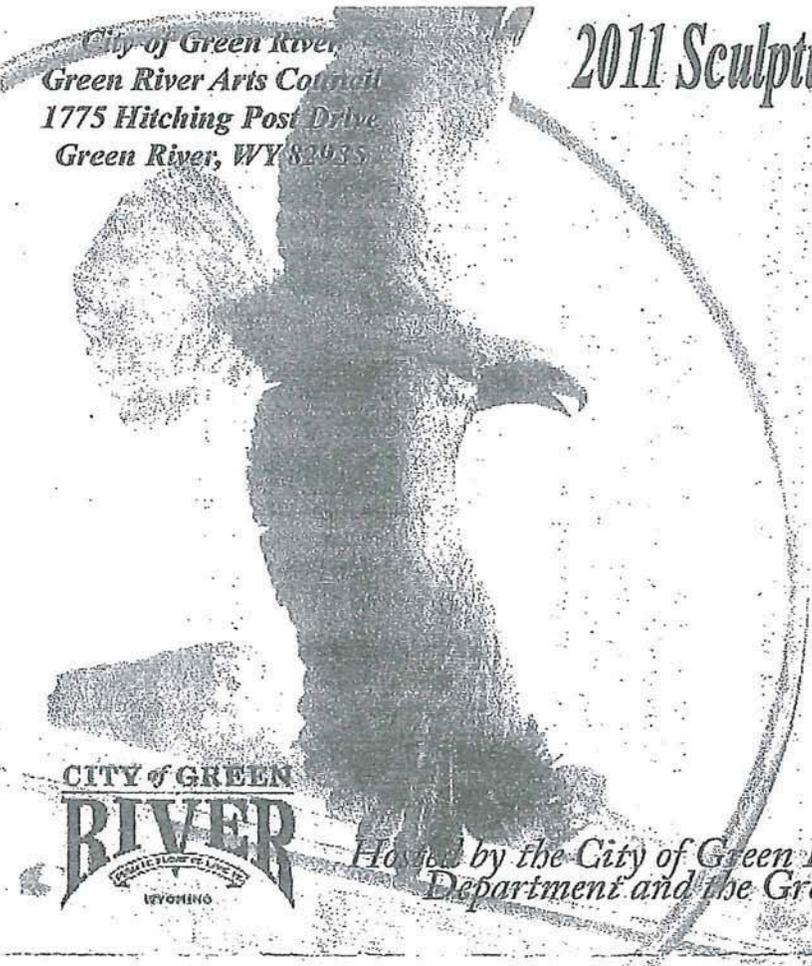
The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist Bonnie Carlyle Date 19 Aug 2011
 Signature for Art on the Green and the City of Green River _____ Date _____

Attachment L

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase



Hosted by the City of Green River Parks and Recreation Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Bill & Leanne MAGAW Phone 765-935-6170
 Address 5774 State Rt. 227 So E-mail BMagaw@aol.com
 City, State, Zip Richmond INDIANA 47314
 Name of Sculpture Mobile of Dancers / Yellow Base
 Material(s) Powder Coated Steel Price \$ _____
 Dimensions 12" Width 12" Height swing Depth _____ Weight _____
 Special Requirements _____

What does this piece mean to you? What inspired you to create the piece? A kinetic sculpture to move with wind + weather

Please include a separate form for each artwork submission
 City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.
 Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

Green River Arts Council Sculpture Showcase

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

The *Sculpture Showcase* of the selected sculptures is held in conjunction with the Art on the Green annual artist competition and the River Festival on August 19th & 20th, 2011.

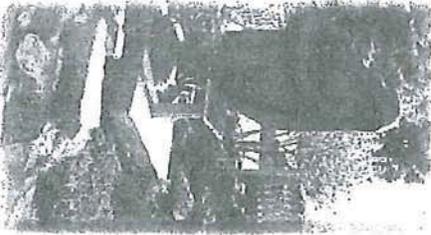
During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity
for the Citizens of Green River."*

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork placement
August 19, 2011 - August 11, 2012



**Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or cduncombe@cityofgreenriver.org*

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and _____ (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

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The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist William P. & A. Jeanne MacGee Date 8/20/2011

Signature for Art on the Green and the City of Green River _____ Date _____

City of Green River
Green River Arts Council
1775 Hitching Post Drive
Green River, WY 82935

2011 Sculpture Showcase Attachment M



Hosted by the City of Green River Parks and Recreation
Department and the Green River Arts Council



Sculpture Showcase Artist Contract & Application

Your Name Bill & Jeanne Magaw Phone 765-935-6170
Address 5774 State Rt. 227 So. E-mail BMAGAW@afp.com
City, State, Zip Richmond INDIANA 47374
Name of Sculpture Dancing Daisies
Material(s) Copper & Steel Price \$ 4064.55
Dimensions 16' across Width 12' Height 12' Depth Weight
Special Requirements

What does this piece mean to you? What inspired you to create the piece? A kinetic sculpture to move with wind & weather

Please include a separate form for each artwork submission
City of Green River Art on the Green, 1775 Hitching Post Drive Green River, WY 82935.
Questions? Contact Katie Duncombe at cduncombe@cityofgreenriver.org or 307-872-0514.

Invitation to participate: The Green River Arts Council is accepting sculpture submissions from Loveland Sculpture Invitational.

Artists will have the opportunity to exhibit sculptures on the main streets of Green River and agree to display their artwork for one year from August 19, 2011 through August 11, 2012.

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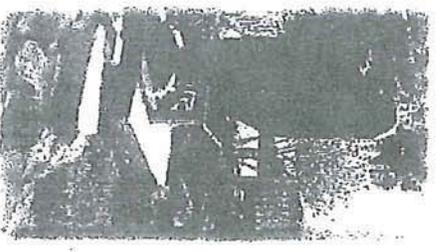
During the year, the artwork is available for purchase by the public. If the artwork sells, the GRAC receives 20% of the selling price and the artist receives 80%. Since 2004, the Green River Arts Council has purchased or sold to local businesses, *twenty-nine permanent pieces*. There are fifteen spaces available for the display this year. Limit two works of art per artist.

*The Green River Arts Council (GRAC) mission statement:
"Fostering Community Pride by Promoting Public Art and Creativity for the Citizens of Green River."*

Sculpture Showcase Dates:

Reveal of Sculpture Showcase
August 19, 2011

2011-2012 Artwork placement
August 19, 2011 - August 11, 2012



**Please contact GRAC City Liaison, Katie Duncombe for more information
(307) 872-0514 or kduncombe@cityofgreenriver.org*

Sculpture Showcase

Artist Contract and Application

Please read carefully

This is an agreement between the Green River Arts Council, the City of Green River, and _____ (Artist), concerning the display of art sculptures during the August 2011 - August 2012 exhibit cycle.

The artist certifies that the artwork is soundly and professionally constructed of durable and sturdy materials, has no breakable or easily damaged parts or pieces, is suitable for outdoor public display, is able to withstand typical Green River, Wyoming weather conditions, and will require no maintenance during the twelve month exhibit period. Prior to the installation of the artwork for exhibit, the artist will submit, in writing, instructions for properly and safely securing and displaying his/her artwork.

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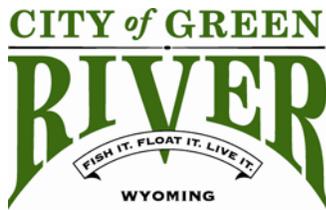
The artist certifies that his/her work is original and available for purchase. The Green River Arts Council and the City of Green River will retain a 20% commission for any artwork purchased during the exhibit period.

Signature of Artist William P. & A. Jeanne McGee

Date 8/20/2011

Signature for Art on the Green and the City of Green River _____

Date _____



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 9.13.11	Submitting Department: Community Development
Meeting Date: 9.20.11	Department Director: Laura Hansen
	Presenter: John Dahlgren

Subject: Wyoming Business Council/Wyoming Main Street Technical Assistance funds

Purpose Statement: To approve, deny or modify the signing of an agreement with the Wyoming Business Council for \$20,000 in technical assistance funds awarded to Green River URA-Main Street for the 2011-2012 fiscal year.

Background/Alternatives: Every year Wyoming Main Street, through the Wyoming Business Council, grants certified Main Street communities funds for certain projects. The projects the Main Street Board approved in February are listed on Attachments A & B.

Attachments: Agreement. Attachments A & B

Fiscal Impact: This will give \$20,000 to the URA-Main Street Agency for the specific projects.

Staff Impact: NA

Legal Review: This has been reviewed by counsel.

Recommendation: Approval of the contract

Suggested Motion: I move to approve the Mayor to sign the agreement between the City of Green River and the Wyoming Business Council for \$20,000 in Technical Assistance funds for the Green River URA-Main Street Agency.

CONTRACT BETWEEN THE WYOMING BUSINESS COUNCIL
AND
GREEN RIVER URBAN RENEWAL AGENCY/MAIN STREET

1. **Parties.** This Contract is made and entered into by and between the Wyoming Business Council, an agency of the State of Wyoming, by and for its Wyoming Main Street program ("WBC"), whose address is 214 W 15th Street, Cheyenne, Wyoming 82002 and Green River Urban Renewal Agency/Main Street (Contractor), whose address is 50 E. 2nd North, Green River, Wyoming, 82935.

2. **Purpose of Contract.** The WBC shall provide technical assistance funds for downtown revitalization and historic preservation programs in the City of Green River, a Wyoming Main Street Certified Community, in the amount set forth in Section 4, and Contractor shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachments A and B attached hereto. Performance by Contractor of the requirements of this Contract and compliance with all WBC program rules and regulations is a condition to Contractor's receipt of monies hereunder.

3. **Term of Contract and Required Approvals.** This Contract shall commence upon the date the last signature is affixed hereto, and shall terminate on June 30, 2012, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. All services shall be completed during this term.

By law, contracts for professional or other services must be approved as to form by the Attorney General, Wyo. Stat. § 9-1-403(b)(v).

4. **Payment.** WBC agrees to pay Contractor for the services described in Attachment A. The total payment under this Contract shall not exceed twenty thousand dollars (\$20,000). Payment will be made following Contractor's delivery to WBC of itemized and dated invoices detailing services performed in connection with the Project. Total payment will be made following submission of a work product in a manner agreed upon by both parties. Payment shall be made from WBC's Main Street budget (1202), pursuant to the schedule shown on Attachment B hereto. No payment shall be made for services performed before the date upon which the last required signature is affixed to this Contract. The monetary proceeds of this Contract are specifically for the project(s)/program(s) specified in this Contract and shall not be used for any lobbying efforts. The Contractor shall ensure that no state funds are used in this manner.

5. **Responsibilities of Contractor.** The services to be provided by Contractor are described in Attachment A, which is attached and made a part of this Contract.

6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Contractor access to information, without limitation, concerning WBC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Contractor whenever possible. WBC will have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

A. Budget Transfer Limitation. Contractor agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Contract amount.

B. Default and Remedies. In the event Contractor or any subcontractor of Contractor under this Contract defaults or is deficient in the performance of any term of this Contract or any requirements of WBC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Contract without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Contractor of the deficiency and putting the Contractor on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Contractor to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Contractor to suspend disbursement of funds for the deficient activity;

(v) Advising Contractor to reimburse any amounts incorrectly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Contractor; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Contract.

C. Monitor Activities. The WBC shall have the right to monitor all Contract related activities of the Contractor and all subcontractors. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Contractor personnel in every phase of performance of Contract related work.

D. No Finder's Fees. No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

E. Penalty. Periodic reports including progress reports, explained in Section 7 (G), and reinvestment reports, explained in Attachment A, are considered delinquent if not received on or before the due date. Each delinquent report will result in a penalty of a 1% reduction of total payment available under this contract.

F. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the Wyoming Main Street Program as the sponsoring program.

G. Reporting. Contractors classified by Wyoming Main Street as a Certified local program shall furnish WBC with a written progress report within 15 calendar days at the conclusion of each calendar month during the Term of this Contract. Contractors classified by Wyoming Main Street as an Affiliate local program shall furnish WBC with a written progress report within 15 calendar days at the conclusion of each quarter of the calendar year during the Term of this Contract. Each progress report shall set forth, in narrative form, the Project work accomplished under the Contract during the reporting period and shall include a financial status report. Reports not received by the due date will result in penalties as explained in Section 7 (E) (“Penalty”). At the end of the term, Contractor shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Contract. Contractor shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Contract, and a work product in a manner agreed upon by both parties.

8. General Provisions.

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

B. Americans with Disabilities Act. The Contractor 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/Venue. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Council do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

D. Assignment/Contract Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the WBC.

E. Assumption of Risk. The Contractor shall assume the risk of any loss of state funding, either administrative or program dollars, due to the Contractor's failure to comply with state requirements. The WBC shall notify the Contractor of any state determination of noncompliance.

F. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Contractor that are pertinent to this Contract.

G. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Contract may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Contractor at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Contract to acquire similar services from another party.

H. Award of Related Contracts. The WBC may undertake or award supplemental or successor contracts for work related to this Contract. The Contractor shall cooperate fully with other contractors and WBC in all such cases.

I. Certificate of Good Standing. Contractor shall provide Certificate of Good Standing verifying compliance with the unemployment insurance and workers' compensation programs prior to performing work under this Contract.

J. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Contract.

K. Entirety of Contract. This Contract, consisting of seven (7) pages, Attachment A, consisting of one (1) page, and Attachment B, consisting of one (1) page, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

L. Ethics. Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Contractor's profession.

M. Extensions. Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the WBC, and shall be effective only after it is reduced to writing and executed by all parties to this Contract. Any agreement to extend the term of this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

N. Indemnification. The Contractor shall indemnify, defend and hold harmless the State, the Council, and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice.

O. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of WBC for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or WBC, or to incur any obligation of any kind on the behalf of the State of Wyoming or WBC. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

P. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the WBC may, at its discretion, terminate this Contract without liability to the WBC, or deduct from the Contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

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

R. Ownership of Documents/Work Product/Materials. All information, in whatever form, and all documents, reports, records, field notes, data, samples, specimens and materials of any kind, resulting from performance of this Contract are at all times the property of the Wyoming Business Council.

S. Prior Approval. This Contract shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Contract, until this Contract has been reduced to writing and approved as to form by the Office of the Attorney General.

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

U. Sovereign Immunity. The State of Wyoming and the Council do not waive sovereign immunity by entering into this Contract and specifically retain immunity and all

defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

V. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Contract.

W. Termination of Contract. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. The WBC may terminate this Contract immediately for cause if the Contractor fails to perform in accordance with the terms and conditions of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities. If at any time during the performance of this Contract, in the opinion of the WBC, the work is not progressing satisfactorily or within the terms of the Contract, then at the discretion of the WBC and after written notice to the Contractor, the WBC may terminate this Contract or any part of it. At this termination date, the Contractor will be entitled to a pro rata payment for all work accomplished and accepted by the WBC and all finished documents, data, models and reports prepared under the Contract shall, at the option of the WBC, become its property upon payment for services rendered through the termination of the Contract.

X. 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 Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

Y. Time is of the Essence. Time is of the essence in all provisions of this Contract.

Z. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Contract.

AA. Waiver. The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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

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

WYOMING BUSINESS COUNCIL

Robert K. Jensen, Chief Executive Officer

Date

Mary Randolph, Director, Wyoming Main Street

Date

GREEN RIVER URBAN RENEWAL AGENCY/MAIN STREET

John Dahlgren, Executive Director

Date

Hank Castillon, Mayor

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 76958

S. Jane Caton, Senior Assistant Attorney General

7-14-11

Date

**ATTACHMENT A TO
WYOMING MAIN STREET PROGRAM
CONTRACT BETWEEN THE WYOMING BUSINESS COUNCIL AND
GREEN RIVER URBAN RENEWAL AGENCY/MAIN STREET**

Contractor will receive the sum of twenty thousand dollars (\$20,000) of the Wyoming Main Street Program funds. Contractor will, in turn, use the funds to complete the following downtown revitalization project:

- Steel Arch for Downtown Parking Lot
- Downtown Building and Business Inventory
- Downtown Way-finding Signage Plan & Design

The projects are more fully described in the technical assistance request letter dated February 11, 2011.

Contractor will be required to provide information as requested by the State of Wyoming, by and through the Wyoming Business Council, about business development in downtown Green River, lease and purchase arrangements, subcontracts, job/wage creation, and the use of revenue derived as the result of this project for future economic development activities.

Contractor further agrees to abide by the requirements of the program as explained in the Program Guidelines. Failure to abide by Program Guidelines will be construed as cause for termination of Contract under Section 8 (V) ("Termination of Contract") of Contract.

Contractor also agrees to submit periodic reinvestment reports with data regarding the local program budget and volunteer hours, as well as downtown employment, businesses, and construction projects. These reports will be submitted with periodic progress reports as explained in Section 7 (G) ("Reporting") of Contract. Reports not received by the due date will result in penalties as explained in Section 7 (E) ("Penalty").

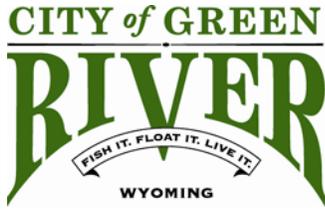
**ATTACHMENT B TO
WYOMING MAIN STREET PROGRAM
CONTRACT BETWEEN THE WYOMING BUSINESS COUNCIL AND
GREEN RIVER URBAN RENEWAL AGENCY/MAIN STREET**

Projected Contract Funds Expenditure Schedule

Description	Costs	Disbursement	Completion
Steel Arch for Downtown Parking Lot	\$7,500.00	Upon submission of invoice	By June 30, 2012
Downtown Building and Business Inventory	\$5,000.00	Upon submission of invoice	By June 30, 2012
Downtown Way-finding Signage Plan & Design	\$7,500.00	Upon submission of invoice	By June 30, 2012
Total	\$20,000.00		

The WBC will release funds only after itemized and dated invoices approved by the Contractor are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at one hundred percent (100%).

If actual costs of the project are more than available funds indicated in Attachment A, Contractor agrees to pay the difference in the amount of funds awarded through the Main Street Program and the actual costs of the completed Project.



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 9/14/2011	Submitting Department: Community Development
Meeting Date: 9/20/11	Department Director: Laura Hansen
	Presenter: Laura Hansen

Subject: Approval of a contract for consulting services with TischlerBise to conduct an Impact Fee Study for the City of Green River.

Purpose Statement:

To obtain Governing Body approval of the contract for consulting services (Consultant Agreement) for the Impact Fee Study.

Background/Alternatives:

At the September 6, 2011 City Council Meeting, money was appropriated to fund the Impact Fee Study for the City of Green River. A selection committee consisting of Barry Cook, Laura Hansen, Mike Nelson and Jeff Neiters, met on Monday, September 12, 2011 to review the nine proposals that were submitted for consideration. Of the nine firms, it was unanimously determined that the firm of TischlerBise would best meet the needs of the City in preparing an Impact Fee Study. The proposal is available for review in the Council Study.

Attached you will find the Consultant Agreement and the scope of work included as Exhibit A to the contract. Based on the proposal and the contract, the project will be completed within 3 months with a not to exceed cost of \$47,460.

Attachments:

- Consultant Agreement Between TischlerBise, Inc. and City of Green River (including Exhibits A and B).

Fiscal Impact: The maximum cost of the contract is \$47,460.

Staff Impact: City staff will be involved throughout the study.

Legal Review: The City Attorney has approved the contract as to form.

Recommendation: Approve the contract and authorize the Mayor to sign it.

Suggested Motion: I move to approve the Consultant Contract with TischlerBise, Inc. in the amount of \$47,460 and authorize the Mayor to sign the contract.

**CONSULTANT AGREEMENT
BETWEEN TISCHLERBISE, INC. AND
CITY OF GREEN RIVER, WYOMING**

THIS AGREEMENT, entered into this _____ day of _____, 2011, by and between City of Green River, Wyoming, hereinafter called the "City," and TischlerBise, Inc., hereinafter called the "Consultant."

WHEREAS the City is in need of certain services; and

WHEREAS the Consultant has expertise in impact fee preparation and related activities.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The Consultant shall provide those services to the City as more particularly identified in the attached Exhibit "A".
2. In performing the services identified in the attached Exhibit "A", the Consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A".
3. Consultant shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. The Consultant shall base the analysis on data and information available at the time of the study.
5. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of the appropriate tasks specified in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the City upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.

6. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

City: Barry Cook, City Manager
City of Green River
50 E 2nd N
Green River, WY 82935
Telephone Number: (307) 872-0554

Consultant: L. Carson Bise, TischlerBise, Inc.
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Telephone Number (800) 424-4318
Fax number (301) 320-4860

7. This Agreement is non-assignable by the Consultant and its subcontractors.
8. The City shall pay to Consultant the amounts indicated in Exhibit "B" for those appropriate tasks identified in Exhibit "A". Invoices will be issued by the Consultant to the City on a percentage completion basis. Payment will be made by the City within 30 days of receipt of invoice.
9. This Agreement shall be construed under the laws of Wyoming.
10. This Agreement and Exhibits "A" and "B" represent the entire and integrated Agreement between the City and the Consultant and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
11. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.
12. The Consultant hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses, or lawsuits caused by the Consultant's breach of contract or the negligent performance by Consultant (or by any person acting for the Consultant or for whom the Consultant is responsible).
13. The Consultant shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the City. Consultant shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. Consultant shall provide the City with proof of such insurance in a form acceptable to City upon request.
14. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.
15. This Agreement is to be governed by the laws of the state of Wyoming. The venue for any litigation resulting out of this Agreement shall be in the County of Sweetwater, Wyoming.

IN WITNESS WHEREOF, the parties have caused the Agreement to be signed by their duly authorized representatives as of the _____ day of _____, 2011.

CITY OF GREEN RIVER, WYOMING

Hank Castillon, Mayor
City of Green River, WY

CONSULTANT

L. Carson Bise, President
TischlerBise, Inc.

EXHIBIT A

Task 1: Project Initiation

Description: The purpose of this task is to develop a complete understanding of the City’s land use planning issues as well as begin to identify policy issues related to the implementation of an impact/capacity fee program. In addition, this task will serve as an opportunity for TischlerBise to make contact with City staff and conduct project “kick-off” activities. During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and relevant policies related to the project, review the project schedule (and revise if necessary), and to request additional data and documentation related to the project. The specifics of this initial discussion are outlined below:

- Review and refine work plan and schedule, if appropriate.
- Assess information needs and required staff support.
- Discuss the City’s current road infrastructure needs.
- Discuss overall capital facility financing issues.
- Identify and collect data and documents relevant to the analysis.
- Become familiar with the City’s land use planning and economic development goals.
- Identify any major relevant policy issues.

Project Timeline. As needed, we will modify the timeline to ensure the project’s milestones are met according to your schedule. Through our project management tools, our project plan will minimize effort on City staff. Naturally, staff effort will be required for data collection, meetings and review of deliverables. However, we anticipate that our collaborative effort with the City will keep this effort to a minimum.

Meetings: One (1) meeting with City staff.

Deliverables: 1) Data request memorandum and 2) Revised project schedule, if necessary.

Task 2: Recommend Land Use Assumptions/Demographic Analysis

Description: We will review projections of employment, housing, commercial, industrial and other nonresidential square footage data for at least five years to assess the demand generated by new development for capital facilities. This will be based on discussions with City staff at onsite interviews. We will prepare a memorandum discussing the recommended land use factors and projections. This task will serve to establish forecasts reflecting population, housing, employment, nonresidential building area and other relevant data such as persons per household, employment density and vehicle trip rates.

Deliverables: Memorandum Discussing Land Use Assumptions

Task 3: Ascertain Demand Factors and Levels of Service

Description: There are several important components to this task that are outlined below. This information will be gathered through onsite interviews with relevant staff and follow-up discussions.

1) Ascertain Demand Factors – The actual demand factors that generate the need for new sewer and water facilities will be reviewed.

2) Evaluate Existing Levels of Service – It is important to note that the capacity charges should use existing levels of service for the purpose of calculating the new demand, unless there are extenuating circumstances. We will determine the existing level of service by conducting onsite interviews, evaluating the appropriate studies and analyzing relevant local data.

3) Determine Geographic Service Area – The appropriate geographic service area for purposes of calculating the capacity charges will be determined.

The above subtasks will enable us to ensure that three important impact fee/capacity charge requirements are met: namely the proportionate share, substantial benefit and rational nexus.

Deliverables: Memoranda as Appropriate

Task 4: Identify Facilities/Costs Eligible for Impact Fee Funding

Description: As an essential part of the analysis, we will evaluate the impact of development on the need for additional sewer and water facilities and identify costs eligible for capacity charge funding. Elements of that analysis include:

- Apply defined service standards to data on future development to identify the impacts of development on sewer and water facilities
- Identify facilities and other capital components eligible for fee funding
- Compile improvement costs, including debt service, if appropriate
- Estimate capital improvements and costs for at least five (5) years
- Adjust costs as needed to reflect other funding sources

Deliverables: Memoranda as Appropriate

Task 5: Determine Need for and Calculate “Credits” to be Applied to Capital Costs

Description: A consideration of “credits” is integral to the development of a legally valid capacity charge methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are, in fact, two types of “credits” each with specific, distinct characteristics, but both of which will be included in the development of capacity charges. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by a capacity charge. The second is a credit toward the payment of a capacity charge for the required dedication of public sites and improvements provided by the developer and for which the capacity charge is imposed. Both types of credits will be considered and addressed in the capacity charge analysis.

Deliverables: Memoranda as Appropriate

Task 6: Conduct Funding and Cash Flow Analysis

Description: In order to prepare a meaningful capital improvement plan, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case, some consideration should be given to anticipated funding sources. We will prepare a cash flow analysis reflecting impact fee amounts. This calculation will allow the City to better understand the various revenue sources possible and the amount that would be needed if the capacity charges were discounted. It will also provide a good understanding of the cash flow needed to cover the infrastructure costs both for existing and new development.

Deliverables: Memoranda as Appropriate

Task 7: Prepare Impact/Capacity Fee Report

Description: We will prepare a draft capacity charge report that summarize the need for impact/capacity fees, reflects the relevant methodologies employed and documents all assumptions and cost factors. Upon completion of the analysis and calculation of fees, a draft of the study, incorporating any previous staff comments, will be submitted for review by City staff.

Because of TischlerBise's extensive experience in calculating impact fees and preparing such reports, we have developed a succinct written product that leaves a well-understood paper trail. Following completion of the first draft, one round of additional changes will be incorporated to produce a final report. This proposal assumes that only minor changes will be required following completion of the first draft.

Deliverables: Draft and Final Impact/Capacity Fee Report

Task 8: Presentation

Description: TischlerBise will present the findings at a public meeting with elected and appointed officials.

Deliverables: Materials and Graphics as Appropriate

The time estimated to complete the study is approximately three months from the start of Task 1. This assumes prompt receipt of requested materials and data from the City, as well as allowing sufficient time for City staff to review the appropriate products.

Project Schedule for City of Green River, WY

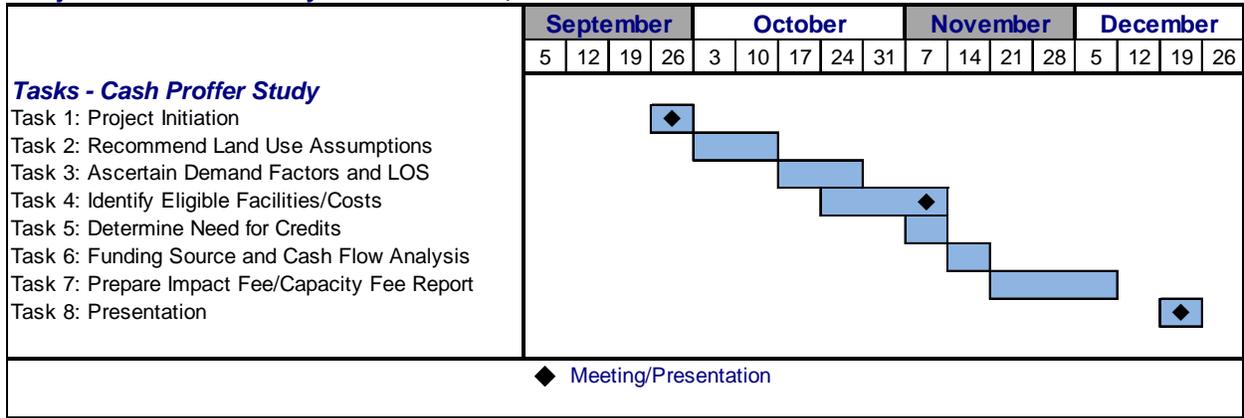
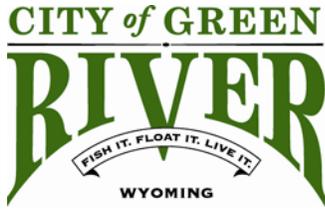


EXHIBIT B

As the table below indicates, the consultant costs for this assignment is \$47,460. This is a fixed fee that includes all travel and other expenses. Please note that the impact fee calculations can contain a component for the cost of the impact fee study, thereby allowing the City to recoup its costs within the first year.

Green River, Wyoming - Impact Fee/Capacity Study				
Project Team Member:	TischlerBise		Total	
	Bise	Guthrie		
<i>Hourly Rate:</i>	\$190	\$175	Hours	Cost
Tasks				
Task 1: Project Initiation/Data Collection	8	8	16	\$ 2,920
Task 2: Recommend Land Use Assumptions	4	24	28	\$ 4,960
Task 3: Ascertain Demand Factors and LOS	8	32	40	\$ 7,120
Task 4: Identify Eligible Facilities/Costs	24	48	72	\$ 12,960
Task 5: Determine Need for and Calculate Credits	4	8	12	\$ 2,160
Task 6: Conduct Funding Source and Cash Flow Analysis	4	16	20	\$ 3,560
Task 7: Prepare Impact Fee/Capacity Fee Report	16	40	56	\$ 10,040
Task 8: Presentation	16	4	20	\$ 3,740
Estimated Labor Hours / Cost:	84	180	264	\$ 47,460

TischlerBise bills monthly on a percentage completion basis. The invoice will show the above tasks and costs and percentage completed thus serving as a progress report. In addition, we maintain ongoing communication with our clients through emails, memoranda, and phone communication to ensure that the project stays on schedule and the client is aware of any issues.



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 9/14/2011	Submitting Department: Community Development
Meeting Date: 9/20/11	Department Director: Laura Hansen
	Presenter: Laura Hansen

Subject: Acceptance of \$27,300 for fees in lieu of park dedication for River Cove Addition.

Purpose Statement:

To obtain Governing Body authorization to accept funds in the amount of \$27,300 submitted by Four Whatever, Inc. for fees in lieu of park dedication for River Cove Addition.

Background/Alternatives:

In accordance with Section 7 of the Subdivision Ordinance of the City of Green River, in the event that the subdivision is too small to provide for suitable areas to be dedicated for public sites and/or public facilities, then a cash in lieu of public land dedication is required. The amount of cash in lieu of payment shall be no less than 15% of the appraised value of the subdivision based on the total acreage of the undeveloped subdivision.

For River Cove Addition, a check in the amount of \$27,300 was submitted to the City of Green River to fulfill this requirement. The check is being held by the Finance Department until the Governing Body accepts it, at which time it will then be placed in a reserve account for future park development that property owners of River Cove Addition will be able to utilize.

Attachments:

N/A

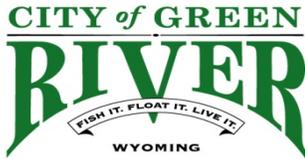
Fiscal Impact: The City of Green River is receiving \$27,300.

Staff Impact: None

Legal Review: N/A

Recommendation: Acceptance of \$27,300 in fees in lieu of park land dedication for River Cove Addition.

Suggested Motion: I move to accept funds in the amount of \$27,300 submitted by Four Whatever, Inc. for fees in lieu of park dedication for River Cove Addition.



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

Preparation Date: 9/6/2011	Submitting Department: Public Works
Meeting Date: 9/20/2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

Subject: Request for Removal of Items from the Landfill

Purpose Statement:

Authorize the removal of items from the Landfill as requested by Lee Warr. Lee Warr of Green River has requested the removal of five old mattresses from the Landfill

Background/Alternatives:

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

Attachments: None

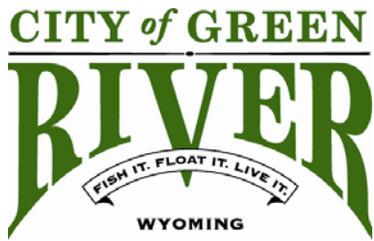
Staff Impact: Minimal

Fiscal Impact: None

Legal Review: N/A

Recommendation: Staff recommends approval of request

Suggested Motion: “I move to authorize the removal of five old mattresses from the Landfill by Lee Warr.”



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 9-14-11	Submitting Department: Parks and Recreation
Meeting Date: 9-20-11	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Entering into an agreement with Hal Zehr to complete the construction of the Visitors Center Landscaping Project.

Fiscal Impact

The cost for Hal Zehr to complete the construction of the Visitors Center Landscaping Project is \$8,000.

Purpose Statement

To acquire quality service in completion of the Visitors Center Landscaping Project.

Background/Alternatives

The objective is to complete the Visitors Center Landscaping Project as cost efficiently as possible while maintaining quality service.

Attachments

Agreement with Hal Zehr

Staff Impact

Minimal

Legal Review

Legal review pending

Recommendation

Staff recommends entering into an agreement with Hal Zehr to complete the construction of the Visitors center Landscaping Project.

Suggested Motion

I move to authorize the Mayor to sign the Agreement with Hal Zehr to complete the construction of the Visitors Center Landscaping Project.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2011, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and Hal Zehr. Doing business as a, hereinafter referred to as "Hal Zehr".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the construction of **The Visitor Center Landscaping Project;**
2. Hal Zehr will, supply labor, and other services necessary for the construction and completion of the PROJECT described herein;
3. Hal Zehr hereby agrees to fully complete the project within forty five (45) consecutive calendar days after specified start date as identified in the NOTICE TO PROCEED.
4. Hal Zehr agrees to perform all of the work and oversee the completion of the visitor center landscaping. The total contract amount is up to and not to exceed the amount of \$ 8,000.00

Dated: September 21, 2011

5. The OWNER will pay to Hal Zehr in the manner of turned invoice, by execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Green River of its sovereign immunity under Wyoming law.
6. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost and expenses of any kind and nature

whatsoever incident to the prosecution of defense of such legal action and the preparation thereof, including a reasonable attorney fee;

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: _____
Name: H. Castillon
Title: Mayor, City of Green River

(Seal)
ATTEST:

Name: Jeffrey V. Nieters
(Please Type)

Title: City Clerk

Hal Zehr:

By: _____
Name: Hal Zehr
(Please Type)
Address: 2330 Washington
Green River, WY 82935