CITY of GREEN RIVER

FISH IT. FLOAT IT. LIVE IT.

WYOMING

OFFICE OF THE MAYOR

LOVE OF READING WEEK PROCLAMATION

WHEREAS, the citizens of Green River stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, schools and libraries have provided significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, important events like "Love of Reading Week" promote children's literacy and the love of reading by communicating to all age groups that reading is fun, exciting and essential; and

WHEREAS, community-wide engagement in programs and activities are needed in order to make America's children the best readers in the world:

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby proclaim **November 14-18** as

LOVE OF READING WEEK

in Green River and encourage all citizens, young and old, to celebrate the joy of reading.

IN WITNESS WHEREOF I have hereunto set my hand this 15th day of November, 2011.

MAYOR HANK CASTILLON

CITY of GREEN RIVER

FISH IT. FLOAT IT. LIVE IT.

WYOMING

OFFICE OF THE MAYOR

National Honor Society Week Proclamation

WHEREAS, the National Honor Society (NHS) is the nation's premier organization established to recognize outstanding high school students. More than just an honor roll, NHS serves to honor those students who have demonstrated excellence in the areas of Scholarship, Leadership, Service and Character. These characteristics have been associated with membership in the organization since its beginning in 1921; and

WHEREAS, Green River High School National Honor Society members have demonstrated excellence in the area of Scholarship. Scholarship is a commitment to learning. We should continue to learn even when formal education has ended, for education ends only with the end of life; and

WHEREAS, Green River High School National Honor Society members have demonstrated excellence of Character. Character is a distinguishing force. Without character no one can respect oneself nor hope to attain the respect of others. Character is the product of demonstrating qualities such as respect, responsibility, trustworthiness, fairness, caring, and citizenship; and

WHEREAS, Green River High School National Honor Society students have demonstrated excellence in Leadership. Leadership is taking initiative in class, school activities and within the community. The price of leadership is sacrifice – the willingness to yield one's personal interest for the interests of others; and

WHEREAS, Green River High School National Honor Society members have demonstrated excellence in Service. Service is taking advantage of opportunities to help others and willingness to work for the benefit of those in need without monetary compensation or recognition; and

WHEREAS, National Honor Society members pledge to uphold the high purposes of the National Honor Society and maintain and encourage high standards of scholarship, character, leadership, and service not only to benefit Green River High School but the community of Green River:

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby proclaim **November 14 - 18**

NATIONAL HONOR SOCIETY WEEK

in Green River and urge citizens to seek opportunities to commend Honor Society members in our schools and support their activities as they prepare themselves for their future positions as leaders of our cities, states, nation and world.

IN WITNESS WHEREOF I have hereunto set my hand this 15th day of November, 2011.

Mayor Hank Castillon

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 11/9/11	Submitting Department: Community Development
Meeting Date: 11/15/11	Department Director: Laura Hansen
	Presenter: John Dahlgren

Subject: Public Hearing—Alternative Energy Ordinance

Purpose Statement: To hold a public hearing for the alternative energy ordinance

Background/Alternatives: The Alternative Energy Ordinance has been in the works since 2010. The Planning and Zoning Commission has approved passing the draft ordinance to the Council for final approval. The public hearing process is the first step in the adoption of this amendment to the Zoning Ordinance.

Attachments: Draft Ordinance, Copy of the Wyoming Solar Rights Act of 1982.

Fiscal Impact: NA

Staff Impact: Greater review of solar and wind generating system applications.

Legal Review: Counsel has the ordinance

Recommendation: None—this is just a public hearing

CHAPTER 15. ALTERNATIVE ENERGY GENERATING SYSTEMS

Section 15.1. Introduction.

Preamble/Intent: The purpose and intent of providing regulations for the placement and use of alternative energy systems is to allow for the use of alternative energy generating systems by those citizens who wish to use them while protecting the adjacent property owners from any negative effects from those types of systems. Each of the various types of generating systems shall be regulated by its own criteria; however, the goal of this chapter is to provide well-designed and safe alternative energy systems throughout the city.

15.2. Solar Energy

A. Solar Energy Systems

(1) Purpose. This section is intended to promote the compatible use of solar energy systems and to assist in decreasing the city's dependence upon nonrenewable energy systems through the encouragement of solar energy systems.

(2) Standards. Solar energy systems shall be a permitted use in all zoning districts subject to the following requirements. Private restrictions on solar energy systems, such as homeowner's association covenants or restrictions, shall not be permitted.

(3) Definitions:

a. "Solar collector" means **o**ne of the following which is capable of collecting, storing, or transmitting at least 25,000 BTU's on a clear winter solstice day.

i. A wall, clerestory, or skylight window designed to transmit solar energy into a structure for heating purposes.

ii. A greenhouse attached to another structure and designed to provide part or all of the heating load for the structure to which it is attached.

iii. A trombe wall, drum wall, or other wall or roof structural element designed to collect and transmit solar energy into a structure.

iv. A photovoltaic collector designed to convert solar energy into electric energy.

v. A plate-type collector designed to use solar energy to heat air, water, or other fluids for use in hot water or space heating, or other applications.

vi. A massive structural element designed to collect solar energy and transmit it to internal spaces for heating.

vii. Ground-mounted solar collectors cannot exceed the dimensions of a shed structure as defined in this ordinance in Section 1.7. Definitions.(A) (118.1)

b. "Solar right" means **a** property right to an unobstructed line- of-sight path from a solar collector to the sun which permits radiation from the sun to impinge directly on the solar collector between the hours of 9:00 am and 3:00 pm. The extent of the solar right shall be described by that illumination provided by the path of the sun on the winter solstice day which is put to a beneficial use or otherwise limited by this act.

c. "Winter Solstice Day" means the solstice on or about December 21st which marks the beginning of winter in the northern hemisphere and is the time when the sun reaches its southernmost point.

d. "Solar-oriented lot" means one of the following:

i. A lot with a front lot line oriented to within thirty (30) degrees of a true east-west line. When the lot line abutting a street is curved, the "front lot line" shall mean the chord or straight line connecting the ends of the curve; or

ii. A lot which, when a straight line is drawn from a point midway between the side lot lines at the required front yard setback to a point midway between the side lot lines at the required rear yard setback, is oriented to within thirty (30) degrees of true north along said line; or

iii. A corner lot with a south lot line oriented to within thirty (30) degrees of a true east-west line, which south lot line adjoins a public street or permanently reserved open space; provided, however, that the abutting street right-of-way or open space has a minimum north-south dimension of at least fifty (50) feet. For the purposes of this definition, "permanently reserved open space" shall include, without limitation, parks, cemeteries, golf courses and other similar outdoor recreation areas, drainage ditches and ponds, irrigation ditches and reservoirs, lakes, ponds, wetlands, open spaces reserved on plats for neighborhood use and other like and similar permanent open space

(4) Height. Roof-mounted solar systems may exceed by three feet the roof line upon which the solar array is to be mounted.

(5) Setbacks. Solar energy collectors, storage tanks and equipment, or other solar equipment for a solar energy system must meet the minimum setback requirements for a shed structure as defined in this ordinance in Section 1.7. Definitions.(A) (118.1) and Section 2.3 Height and Bulk Requirements

(6) Conflict with Other Municipal Policies and Ordinances. Nothing in this subsection does, or is intended to, abrogate the owner's responsibility to meet all other requirements of this code, including, but not limited to the following: preservation of private and public views, the quality of architectural design, the preservation of historic landmark structures, or the like.

B. Solar Rights

(1) Purpose.

The purpose of these regulations is to protect the health, safety, and general welfare of the community by encouraging the use of solar energy systems. The overall objective of these regulations is to provide adequate protection from interference by structures, trees or topography. It is the intent of these regulations to provide a means of protection for the use of solar collectors without causing undue hardships on the rights of adjacent property owners and to establish solar collectors as a permitted use in all zoning districts.

(2) Application.

Any person who desires to obtain a solar right shall first make application to the Community Development Department for a solar access permit for a specific solar collector. A permit application for a solar right shall consist of the following materials:

a. The original and two (2) copies of a completed Solar Rights Permit Application.

b. A review fee of $100.00, made payable to the City of Green River.

c. The names and mailing addresses of all adjacent property owners and those within one hundred (100) feet of the property.

d. The original and two (2) copies of a site plan drawn to scale of not less than one (1) inch to twenty (20) feet showing at least the following detail:

i. The site plan shall include an area containing the subject property and surrounding property, vegetation and buildings which would lie in a line-of-sight path from the solar collector to the sun which permits radiation from the sun to impinge directly on the solar collector.

ii. Title block containing owner's name, legal and common address (es) of the site and use of the structure(s).

iii. North arrow, scale and date of preparation of the plan.

iv. Names of all adjacent streets.

v. Dimensions of property.

vi. Dimensions, heights and location of all structures on the site.

vii. Location, height and type (common name) of all trees, bushes and shrubs on site and estimated height at full growth.

viii. Location and heights of all walls and fences on the site.

ix. Dimensions and location of solar collector surface.

x. Direction in which collector is oriented.

xi. Height of collector above ground level.

xii. Signature block for Zoning approval.

xiii. Degree line from base of collector (as measured above the horizon).

(3) In applying for a solar rights permit, the applicant shall have the burden to prove that he will not encroach upon recorded solar rights of adjacent or nearby properties.

(4) Approval.

a. The Community Development Department shall schedule a public hearing before the Planning and Zoning Commission for a solar rights permit for any solar collector which complies with these regulations.

b. A letter describing the proposed solar rights application, a copy of the solar rights legal description and site plan will be mailed to all potentially affected property owners. The date and time of the public hearing will be listed in the letter.

c. The Commission shall consider the effect of the proposed Solar Rights Permit on the health, safety, and general welfare of the surrounding properties. The Commission may grant the application by motion, imposing such conditions and safeguards as it deems necessary, or the application may be denied. If an application is denied, the denial shall constitute a finding that the applicant has not shown that the conditions required for approval exist.

d. An applicant or an affected property owner has the right to appeal to the City Council of Green River the decision of the Planning and Zoning Commission within 30 days of the decision of the Commission. A permit cannot be granted until the appeals process has been exhausted.

e. Recording of Solar Rights and Permits. The permit application and site plan shall be filed in the Sweetwater County Clerk's office after the Planning and Zoning Commission approves the solar rights application and site plan. A recording fee

for filing the permit application and site plan, made payable to the Sweetwater County Clerk, shall be submitted to the Department. The Department shall be responsible for recording the permit application and site plan. The application and site plan shall become official after being recorded in the County Clerk's office.

(5) Solar Access Permit Required for Protection of Solar Right

a. A solar permit shall be issued before a solar right may be established under this chapter.

i. A solar permit shall be granted for any proposed or existing solar collector that complies with the requirements of this chapter and other city ordinances and state law.

ii. Solar rights under applications filed subsequent to the effective date of the ordinance codified in this chapter shall vest on the date the solar permit is issued, which date shall also be the priority date of the solar right. The solar collector shall be put to beneficial use within two years of that time, except additional time may be granted by the city for good cause shown. The department shall certify the right and its beneficial use within two years of its vesting. In the event beneficial use has not been established, the department shall revoke the permit and record the revocation with the County Clerk.

iii. Users of solar collectors that existed prior to the effective date of the ordinance codified in this section shall apply for permit(s) within five years after the effective date. The priority date for these solar rights shall be the first date the solar collector was beneficially used, which shall be determined by the department.

b. Restrictions on Solar Rights

i. Solar rights are granted to the solar collectors and not the property as a whole.

ii. Solar collectors shall be located on the solar user’s property so as not to unreasonably or unnecessarily restrict the uses of neighboring property. Unreasonable or unnecessary restriction shall include, but not be limited to, any restriction that would prohibit the uses allowed by city code (but not including planting of trees).

iii. No solar right shall attach to a solar collector or a portion of a solar collector, that would be shaded by a hypothetical non-light-transmitting, 10-foot high wall located on the property line on a winter solstice day.

iv. The solar right to radiation of the sun is granted only between the hours of 9:00 am and 3:00 pm.

v. A solar right that is not applied to a beneficial use for a period of five years or more shall be deemed abandoned and without priority.

vi. The priority of new construction with regard to interference in solar rights shall vest as of the date of application for a building permit.

c. Prior Existing Uses

i. The lawful location of structures in existence prior to the time of beneficial use of an existing solar energy collection system or in existence at the effective date of the ordinance codified in this title may be continued, even though the location does not conform to the requirements of this section, provided the structure conforms or is legally non-conforming in other aspects under this title.

ii. The solar applicant shall be required to take the permit subject to the natural growth of all vegetation that exists at the time of filing the application.

iii. Such structure or vegetation that has been damaged by fire or a calamity may be restored to its original condition or replanted, provided the work is commenced within 18 months of the calamity. In addition, normal and routine maintenance of structures may be carried on.

iv. Whenever the use of such a structure or presence of vegetation has been discontinued for a period of 18 months, the structure or vegetation shall not thereafter be re-established, unless such future use shall be in conformance with provisions of this title.

C. Solar Oriented Lots

(1) Purpose

It is the city's intent to encourage the use of both active and passive solar energy systems as long as natural topography, soil, or other subsurface conditions or other natural conditions peculiar to the site are preserved. While the use of solar energy systems is optional, the right to solar access is protected. Solar collectors require access to available sunshine during the entire year, including between the hours of 9:00 am and 3:00 pm, Mountain Time on the winter solstice date, when the longest shadows occur. Additionally, a goal of this Section is to ensure that design review plan elements do not excessively shade adjacent properties, creating a significant adverse impact upon the solar potential of adjacent property owners. Thus, standards are set forth to evaluate the potential impact of shade caused by buildings, structures, and trees.

(2) Solar-Oriented Residential Lots

At least 40 percent of the lots less than 15,000 square feet in area in single- and two-family residential developments shall conform to the definition of a "solar-oriented lot" in order to preserve the potential for solar energy usage.

(3) Access to Sunshine

The elements of the development plan (e.g., buildings, circulation, open space, and landscaping) shall be located and designed, to the maximum extent feasible, to protect access to sunshine for planned solar energy systems or for solar-oriented rooftop surfaces that can support a solar collector or collectors capable of providing some or all of the anticipated power needs of the buildings in the project between the hours of 9:00 am and 3:00 pm Mountain Time, on December 21.

Chapter 15.3 WIND ENERGY

A. Purpose.

The purpose of this chapter is to provide a uniform set of standards, conditions, and procedures for the placement of wind energy systems, and temporary meteorological towers on property located within the City of Green River

B. Definitions.

(1) "A-Weighted Sound Level (dbA)" means a measurement of sound pressure level, which has been filtered or weighted to progressively de-emphasize the importance of frequency components below one thousand Hz and above five thousand Hz. This reflects the fact that human hearing is less sensitive at low frequencies and at extremely high frequencies, relative to the mid-range of the frequency spectrum. This area of sensitivity also corresponds to the human speech band.

(2) "Decibel (db)" means the measurement of a sound pressure relative to the logarithmic conversion of the sound pressure reference level often set as zero db (A-weighted). In general, this means the quietest sound we can hear is near zero db (A-weighted) and the loudest we can hear without pain is near one hundred twenty db (A-weighted).

(3) "FAA" means the Federal Aviation Administration of the United States Department of Transportation.

(4) "Guy cable" means any cable or wire that extends from a wind energy system for the purpose of supporting the system structure.

(5) "Meteorological tower" (Met Tower) means a facility consisting of a tower and related wind-measuring devices, which is used solely to measure winds preliminary to

construction of a wind energy system. Meteorological towers shall not be allowed for time periods in excess of twelve months, and shall be removed prior to the installation of the wind energy system for which they are measuring. A request to install a meteorological tower shall be included in the application to install a wind energy system.

(6) "Rated nameplate capacity," means the maximum rated output of electric power production equipment. This output is typically specified by the manufacturer with a "nameplate" on the equipment.

(7) "Wind energy system" means a wind energy system consisting of a tower or pole, a turbine, and associated control or conversion electronics that generates power for an individual property. This includes, but is not limited to, storage, electrical collection and supply equipment, and transformers. Excess electrical power generated, and not presently needed for on-site use, may be utilized by the utility company.

(8) “Tower” means the monopole, freestanding, or guyed structure that supports a wind energy system.

(9) "Tower height" means the total height above finished grade of the fixed portion of the tower, including the wind turbine blades.

(10) "Turbine" means the parts of a wind system including the blades, generator and tail. The definition of a turbine includes both horizontal axis wind turbines (HAWT) and vertical axis wind turbines (VAWT).

C. Permitted use.

Wind energy systems shall be permitted, as an accessory use, in all zoning classifications, subject to all requirements as provided herein.

D. General requirements.

(1) Minimum Lot Size.

There is no minimum lot size requirement for wind energy systems.

(2) Maximum Tower Height.

a. The maximum tower height for a ground-mounted wind energy system on a property less than twenty thousand square feet shall be the maximum height allowed for that zoning district.

b. The maximum tower height for a wind energy system on a property between twenty thousand square feet and one acre in size shall be seventy feet.

c. The maximum tower height for a wind energy system on properties between 1.01 acres and five acres in size shall be one hundred feet.

d. For a wind energy system on properties larger than five acres, there is no limitation on tower height, except as imposed by FAA regulations

(3) Minimum Setbacks.

a. Minimum setbacks for any wind energy system shall be 110% of the height of that system.

b. No part of a ground-based wind energy system structure, including, but not limited to, guy wire anchors, may extend closer than ten feet to the property line.

c. No wind energy system shall be located in the front yard setback.

(4) Sound. Wind energy systems shall not exceed sixty dbA, measured five feet above ground level at the closest property line. The sound level, however, may be exceeded during short-term events such as utility outages and/or sustained winds exceeding 40 miles per hour.

(5) Turbine Clearance. No portion of any ground-based turbine shall extend within twenty feet of the ground. No portion of any turbine may extend over parking areas, driveways or sidewalks.

(6) Automatic Over-Speed Controls. All wind energy systems shall be equipped with manual (electronic or mechanical) and automatic over-speed controls to limit the blade rotation speed to within the design limits of the wind energy system.

(7) Utility Notification. No wind energy systems shall be installed until written evidence has been given that the electrical utility company has been informed of, and acknowledged the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

(8) Color. Colors of wind energy systems shall be white, off-white, gray, or neutral subdued tones, such as earth tones of green or brown. Wind energy systems shall not be finished in bright or vivid colors, nor shall they be used for advertising of any kind.

(9) Multiple Towers. Multiple wind energy systems are allowed on any site provided all minimum standards are met.

(10) Lighting. Wind energy systems shall not be artificially lighted, except as required by the FAA.

(11) Climb Prevention. Ground-based wind energy systems shall not be climbable up to fifteen feet above the ground surface.

E. Application requirements.

The applicant shall provide the following materials to the community development department as part of a building permit application, for wind energy systems:

(1) A completed application provided by the community development office.

(2) Proof of ownership for the property where the proposed tower will be constructed, and all applicable fees, as established by the city council.

(3) A scaled eight and one-half inches by eleven inches or larger plot plan of the proposed wind energy system, to include property lines, setbacks, physical dimensions of the property, and locations of structures and the tower, base, footings, generator, blades, guy wires, and all associated equipment as well as any adjacent residential structures.

(4) All drawings and plans as necessary to show that the proposed design is in compliance with the requirements of the adopted building code as well as the current National Electric Code and local electrical code. Applications for wind energy systems shall be accompanied by a line drawing of the electrical components in sufficient detail to allow for a determination that the manner of the installation conforms to the National Electrical Code and local electrical codes.

(5) Evidence satisfactory to the Community Development department, that the proposed system meets the following standards:

a. That wind energy system is UL listed, and/or meets the Institute of Electrical and Electronic Engineers (IEEE) standards, or other nationally recognized testing lab (NRTL); or,

b. Information demonstrating that the wind turbine is approved under an emerging technology program, such as International Electrotechnical Commission (IEC), the US Department of Energy or any other acceptable organizations Noncertified wind turbines and mounts must submit a description of the safety features of the turbine and mounting systems prepared by a professional mechanical engineer.

F. Review and approval.

After the submittal of all required application materials, the community development department shall review the submittal and shall issue a building permit for wind energy systems if the application materials meet all requirements of this chapter, and all applicable building and electrical codes.

G. Abandoned facilities.

(1) Any wind energy system that is not operated on a functional basis for a period of six consecutive months shall be deemed abandoned. The building official may order the

repair or removal of said wind energy system, in accordance with these provisions. The applicant, owner, or other person responsible for the facility shall repair or remove the same within thirty days of receipt of notification by certified mail. If said facility is not either operational or removed after thirty days from the date of notification, the city may remove the system at the owner's expense.

(2) The city reserves the right to enter upon and disconnect, dismantle or otherwise remove any wind energy system should it become an immediate hazard to the safety of persons or property due to emergency circumstances, as determined by the city administrator or his designee, such as natural or manmade disasters or accidents, when the applicant, owner, or other person responsible for the facility is not available to immediately remedy the hazard. The city shall attempt to notify any such applicant, owner, or other person responsible for the facility of such action within forty-eight hours. The applicant, owner, or other person responsible for the facility shall reimburse the city for all costs incurred for action taken pursuant to this section.

CHAPTER 22 - SOLAR RIGHTS

34-22-101.\u2 Short title.

This act may be cited as the "Solar Rights Act".

34-22-102.\u2 Definitions.

(a)\u2 As used in this act:

(i)\u2 "Solar collector" is one (1) of the following which is capable of collecting, storing or transmitting at least twenty-five thousand (25,000) BTU's on a clear winter solstice day:

(A)\u2 A wall, clerestory or skylight window designed to transmit solar energy into a structure for heating purposes;

(B)\u2 A greenhouse attached to another structure and designed to provide part of the heating load for the structure to which it is attached;

(C)\u2 A trombe wall, "drum wall" or other wall or roof structural element designed to collect and transmit solar energy into a structure;

(D)\u2 A photovoltaic collector designed to convert solar energy into electric energy;

(E)\u2 A plate-type collector designed to use solar energy to heat air, water or other fluids for use in hot water or space heating or for other applications; or

(F)\u2 A massive structural element designed to collect solar energy and transmit it to internal spaces for heating.

(ii)\u2 "Solar right" is a property right to an unobstructed line-of-sight path from a solar collector to the sun which permits radiation from the sun to impinge directly on the solar collector. The extent of the solar right shall be described by

that illumination provided by the path of the sun on the winter solstice day which is put to a beneficial use or otherwise limited by this act;

(iii)• "Winter solstice day" is the solstice on or about December 21 which marks the beginning of winter in the northern hemisphere and is the time when the sun reaches its southernmost point;

(iv)• "Local government" means a city, town or county;

(v)• "This act" means W.S. 34-22-101 through 34-22-106.

34-22-103.• Declaration of solar rights.

(a)• The beneficial use of solar energy is a property right.

(b)• In disputes over the use of solar energy:

(i)• Beneficial use shall be the basis, the measure and the limit of the solar right, except as otherwise provided by written contract. If the amount of solar energy which a solar user can beneficially use varies with the season of the year, then the extent of the solar right shall vary likewise;

(ii)• Priority in time shall have the better right, except as provided in this act; and

(iii)• Nothing in this act diminishes the right of eminent domain.

(c)• Solar rights are property rights and as such shall be freely transferable within the bounds of law.

34-22-104.• Restrictions on solar rights.

(a)• The solar right to radiation of the sun before 9:00 a.m. or after 3:00 p.m. Mountain Standard Time is de minimus and

may be infringed without compensation to the owner of the solar collector.

(b)• A solar right which is not applied to a beneficial use for a period of five (5) years or more shall be deemed abandoned and without priority.

(c)• Solar collectors shall be located on the solar user's property so as not to unreasonably or unnecessarily restrict the uses of neighboring property. Unless otherwise permitted by the local government, no solar right attaches to a solar collector, or a portion of a solar collector, which would be shaded by a ten (10) foot wall located on the property line on a winter solstice day.

34-22-105.• County and municipal authority.

(a)• Land-use regulations of local governments may encourage the use of solar energy systems. To encourage the use of solar energy systems, local governments may regulate:

(i)• The height, location, setback and energy efficiency of structures;

(ii)• The height and location of vegetation with respect to property lines;

(iii)• The platting and orientation of land developments; and

(iv)• The type and location of energy systems or their components.

(b)• The local government shall establish permit systems for the use and application of solar energy. Where a local government establishes a permit system for the use and application of solar energy:

(i)• A solar permit shall be granted before a solar right may be established;

(ii)• The local government shall grant a solar permit to any proposed or existing solar collector which complies with this act. If a local government sets height or locational limits on structures or vegetation, the local government may restrict the solar permit to the airspace above or surrounding the restrictions. The extent of the solar right granted by this act shall not exceed the extent of the solar right granted by the solar permit;

(iii)• The solar right vests on the date the solar permit is granted. The solar collector shall be put to beneficial use within two (2) years except the local government may allow additional time for good cause shown. The local government shall certify the right and its beneficial use within two (2) years of its vesting;

(iv)• The priority of new construction with regard to interference in solar rights shall vest as of the date the building permit is applied for;

(v)• Cities and towns shall regulate solar rights within their boundaries. Counties shall regulate solar rights within the county and outside city limits. Local governments which agree may regulate solar rights jointly;

(vi)• Existing solar collector users shall apply for permits within five (5) years after the date permit systems are established by their local governments. The priority date for these solar rights shall be the first date the solar collector was beneficially used.

(c)• No local government shall prohibit the construction or use of solar collectors except for reasons of public health and safety.

34-22-106.• Recording solar rights.

The granting of solar permits and the transfer of solar rights shall be recorded pursuant to W.S. 34-1-101 through 34-1-140. The instrument granting a solar permit shall include a description of the collector surface, or that portion of the collector surface to which the solar permit is granted. The description shall include the dimensions of the collector

surface, the direction of orientation, the height above ground level and the location of the collector on the solar user's property.

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 10-7-11	Department: Police Department
Meeting Date: 11-15-11	Department Head: Interim Chief Chris Steffen
	Presenter: Interim Chief Chris Steffen

Subject: ORDINANCE SECTION 24-24 PARKING OF MOTOR VEHICLES AND TOWED VEHICLES ON STREETS AND ALLEYS.

Purpose Statement:

Consideration of an ordinance on third reading amending Section 24-24 of the Green River Code of Ordinances, City of Green River, State of Wyoming, dealing with Parking of Motor Vehicles and Towed Vehicles on Streets and Alleys.

Background/Alternatives:

Several times over the past months, the Governing Body has discussed several different re-writes of the current ordinance pertaining to the Parking of Motor Vehicles and Towed Vehicles on city streets and alleys. Currently, subsection (a) of the ordinance, Parking of Motor Vehicles on Streets and Alleys, is not being changed from its current wording.

Section (b) of the ordinance, pertaining to the parking of towed vehicles, is proposed to be changed by removing "other than for loading and unloading purposes", and keeping the 72 hour time restriction in place.

Section (c) is being inserted to read "Moving such motor vehicle or towed vehicle from one location to another on any street or alley or from one such street or alley to another shall not excuse the violation nor toll the five (5) day or seventy-two (72) hour time limit, as applicable." This has been an ongoing problem for the Police Department when citizens moves a parking violation vehicle or trailer a short distance, without removing it from its current location on the street or alley, and thus "re-setting" the violation time. Officers will use good judgment and discretion in evaluating each situation, understanding that this means if the vehicle or trailer is moved from its current location for a period of time, that it restarts the period for which a vehicle or trailer is allowed to be parked on the street or alley.

Streamlining the entire ordinance will make for better understanding by the citizens, without prolonging vehicles or trailers parked on a city street or alley, and also makes for easier enforcement by the Police Department.

Attachments:

Draft Ordinance for Third Read – clean copy.

Draft Ordinance showing red-line changes.

Fiscal Impact:

This will allow for better allocation of time spent by the Police Department during the enforcement of the parking ordinance.

Staff Impact:

Same as above.

Legal Review:

Already approved by Legal Review.

Recommendation:

Pass on Third Reading.

Suggested Motion:

I MOVE to approve on Third Reading, an ordinance amending Section 24-24 of the Green River Code of Ordinances, City of Green River, State of Wyoming, Parking of Motor Vehicles and Towed Vehicles on Streets and Alleys.

ORDINANCE NO. 11-

AN ORDINANCE AMENDING SECTION 24-24 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, TO CHANGE THE NUMBER OF DAYS A VEHICLE CAN BE PARKED ON A CITY STREET

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

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

Section 24-24. Parking of Motor Vehicles and Towed Vehicles on Streets and Alleys.

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

(b) It shall be unlawful for the owner or operator of any towed vehicle to park the same on any street or alley within the city for a period of time of more than 72 consecutive hours. The term "towed vehicle" shall mean any type of wheeled vehicle, regardless of the use for which it is designed, which is to be pulled by any motor vehicle.

(c) Moving such motor vehicle or towed vehicle from one location to another on any street or alley or from one such street or alley to another shall not excuse the violation nor toll the five (5) day or seventy-two (72) hour time limit, as applicable.

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

_____
H. Castillon, Mayor

ATTEST:

_____
Jeffrey V. Nieters, City Clerk

First Reading:
Second Reading:
Third Reading:

ORDINANCE NO. 11-

AN ORDINANCE AMENDING SECTION 24-24 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, TO CHANGE THE NUMBER OF DAYS A VEHICLE CAN BE PARKED ON A CITY STREET

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

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

Section 24-24. Parking of Motor Vehicles and Towed Vehicles on Streets and Alleys.

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

(b) It shall be unlawful for the owner or operator of any towed vehicle to park the same on any street or alley within the city ~~other than for loading and unloading~~ for a period of time of more than 72 consecutive hours ~~in any fourteen day period~~. The term "towed vehicle" shall mean any type of wheeled vehicle, regardless of the use for which it is designed, which is to be pulled by any motor vehicle.

(c) Moving such motor vehicle or towed vehicle from one location to another on any street or alley or from one such street or alley to another shall not excuse the violation nor toll the five (5) day or seventy-two (72) hour time limit, as applicable.

PASSED, ADOPTED AND APPROVED this _____ day of November, 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: 11/9/2011	Submitting Departments: Community Development
Meeting Date: 11/15/2011	Department Directors: Laura Leigh
	Presenter: Laura Leigh

Subject: A RESOLUTION TRANSFERING FUNDS FOR THE USE OF THE URBAN RENEWAL/MAIN STREET AGENCY.

Purpose Statement:
Consideration of a Resolution transferring $50,000 from the Tourism Designation Funds into the Community Revitalization/Main Street Fund (10-440) for the use of the Urban Renewal/Main Street Agency's Special Projects.

Background/Alternatives:

At the November 8, 2011 City Council Workshop, the Governing Body discussed making funds available to the newly formed Urban Renewal Agency so that they may begin moving forward with some projects (such as the lighted pedestrian viaduct). This resolution transfers $50,000 from the Tourism Designation Funds into the Community Revitalization/Main Street fund (10-440).

Attachments:
Resolution

Fiscal Impact:
None, moving funding within the General Fund.

Staff Impact: N/A

Legal Review: N/A

Recommendation: Approval of the resolution.

Suggested Motion: I MOVE to approve the Resolution for the Governing Body of the City of Green River, Wyoming, to transfer $50,000 from the Tourism Designation Funds into the Community Revitalization/Main Street fund.

Resolution No. R11-

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES IN THE GENERAL FUND FOR THE URA/MAIN STREET BOARD FOR SPECIAL PROJECTS IN THE AMOUNT OF $50,000

Whereas, to increase the expenditure budget authority in the General Fund: line item 10-440-6860 (Special Projects & Programs) in the amount of $50,000

And whereas, to decrease the designation for tourism in the General Fund in the amount of $50,000

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2012.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF NOVEMBER, 2011.

SIGNED:

_____

H. Castillon, Mayor

ATTEST:

_____

Jeffrey Nieters, City Clerk

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: November 9, 2011	Department: Public Works
Meeting Date: November 15, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

Subject: Budget Resolution and Amendment #2 to Nelson Engineering (NE) Agreement for Construction Engineering Services to Complete the South Side Water Project

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

Background/Alternatives: The Southside Water Project has been underway since June, 2010. Final completion was scheduled for August 1, 2011. The Contractor, Jackman Construction, is considerably behind schedule. The time calculated for Amendment #1 has passed without work being complete. It is estimated that 3 additional months will be required to complete the work. City staff is unable to take over Construction Engineering for this project.

The fees are based on hourly rates. This estimate to complete the work is $102,500. Unused fees are not charged to the Project. Construction Engineering Summary:

Original Contract	$382,000	380 day Contract
Amendment #1	$134,500	+ 120 days estimated
Amendment #2	$102,500	+ 90 days estimated

Attachments: Resolution
Amendment to the Agreement as signed by Nelson Engineering

Fiscal Impact: The Amendment to the Agreement will be paid from line item 15-900-9822; General Fund amount $38,335 and Grant funds amount $64,165

Staff Impact: Time for meetings and reviewing of documentation

Legal Review: N/A

Recommendation: To approve the Resolution and Amendment #2 to the Agreement with Nelson Engineering for Construction Engineering Services in the estimated amount of $102,500 for the South Side Water Project.

Suggested Motion: "I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase expenditures in the Capital Projects Fund for the Southeast Water Expansion Project in the amount of $38,335; and to approve Amendment Number 2 with Nelson Engineering in the amount of $102,500

Resolution No. R11-

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES IN THE CAPITAL PROJECTS FUND FOR THE SOUTHEAST WATER EXPANSION PROJECT IN THE AMOUNT OF $38,335; AND TO APPROVE AMENDMENT NUMBER 2 WITH NELSON ENGINEERING.

Whereas, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9822 (SE Water Expansion Project 37.4% Match) in the amount of $38,335;

And whereas, to decrease the designation for tourism in the Water Fund in the amount of $38,335;

And whereas, to approve amendment number 2 with Nelson Engineering in the amount of $102,500

NOW, THEREFORE BE IT RESOLVED THAT THE CITY ADMINISTRATOR AND CITY TREASURER ARE HEREBY AUTHORIZED TO MAKE THE ABOVE CHANGE TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2012.

PASSED, APPROVED AND ADOPTED THIS 15th DAY OF NOVEMBER, 2011.

SIGNED:

_____

H. Castillon, Mayor

ATTEST:

_____

Jeffrey Nieters, City Clerk

NELSON ENGINEERING *since 1964*
Professional Engineers & Land Surveyors
JACKSON, WY • BUFFALO, WY • DRIGGS, ID WWW.NELSONENGINEERING.NET

November 8, 2011 LRK/09-025-04

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

RECEIVED
NOV - 9 2011

ATTN: Mike Nelson, Director of Public Works

Dear Mike:

This transmittal is intended to serve as Amendment #2 to the original Letter Agreement for Professional Engineering Services for Construction Engineering – Phase I Water System Improvements – Southside Green River, dated March 24, 2010, between the City of Green River and Nelson Engineering. The purpose of this amendment is again to appropriate additional required engineering fees brought about because of the Contractor's inability to meet the contract time schedule.

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

3 x $32,000 = $96,000 + $6,500 = $102,500

Again all parties must understand that this is an unguaranteed estimated amount, billed on a time and expense basis, and is totally dependent on the actions of the Contractor. Additionally, the above amount may be impacted by required periodic engineering services during an anticipated partial winter shutdown if, for instance, outside work is curtailed but continued contract work is allowed inside the pump station.

All conditions within Exhibits B, E and F of the original Letter Agreement will remain in force throughout the period of this amendment. Exhibit D (Staff Charge Rates & Reimbursable Expenses) will be as described in Amendment #1 dated July 1, 2011.

Additionally, we request release of all of Nelson's retention monies held by the City, less $5000 to cover the cost of record drawing supply. I hope you would all agree that we should not be penalized for the contractor's inability to complete the project in a timely manner.

If you are in agreement with the terms of this amendment, please sign in the spaces provided below and return one original to me.

Sincerely,

Leon R. Kjellgren

Leon R. Kjellgren, PE
Project Manager

ph 307.733.2087 | fx 307.733.4179 | PO Box 1599 | 430 South Cache | Jackson, Wyoming 83001

****

CITY OF GREEN RIVER, WYOMING

BY: _____

H. CASTILLON, MAYOR

DATE: _____

ATTEST: _____

JEFFERY V. NIETERS, CITY CLERK

City Council Meeting
Agenda Documentation

Preparation Date:	11/10/11	Submitting Department:	Legislative
Meeting Date:	11/15/11	Department Director:	Mayor Castillon
		Presenter:	Mayor Castillon

SUBJECT **Resolution Opposing the Regional Watershed Supply Project including Proposed Hydropower Development**

PURPOSE STATEMENT
To formally state the City of Green River's continuing opposition to the Regional Watershed Supply Project including Aaron Million's recent application to the Federal Energy Regulatory Commission (FERC) regarding hydropower development.

BACKGROUND - ALTERNATIVES
FERC has issued a Notice of Preliminary Permit Application Accepted for Filing from Aaron Million, Wyco Power and Water, Inc

ATTACHMENTS
FERC Notice

Resolution No. 11-____

FISCAL IMPACT
N/A

STAFF IMPACT
Monitor proposed project

LEGAL REVIEW
N/A

RECOMMENDATION
Support and approve the Resolution

SUGGESTED MOTION
I MOVE to approve the Resolution and authorize the Mayor to sign it on behalf of the Governing Body.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Wyco Power and Water, Inc. Project No. P-14263-000

NOTICE OF PRELIMINARY PERMIT APPLICATION ACCEPTED FOR FILING AND SOLICITING COMMENTS, MOTIONS TO INTERVENE, AND COMPETING APPLICATIONS

(October 18, 2011)

On September 1, 2011, Wyco Power and Water, Inc. filed an application for a preliminary permit, pursuant to section 4(f) of the Federal Power Act (FPA), proposing to study the feasibility of the Regional Watershed Supply Project. The project would consist of hydropower development along a proposed 501-mile-long buried water supply pipeline that would extend from two points of diversion in Wyoming (one from the Green River and one from Flaming Gorge Reservoir) to a storage terminus near Pueblo, Colorado. The pipeline would be located in Adams, Arapahoe, Elbert, El Paso, Larimer, Pueblo, and Weld Counties in Colorado; and Albany, Carbon, Laramie, and Sweetwater Counties in Wyoming.

The sole purpose of a preliminary permit, if issued, is to grant the permit holder priority to file a license application for its proposed hydroelectric facilities during the permit term. Because the Commission would only have jurisdiction with regard to the proposed hydroelectric development, only one component of the proposed 501-mile-long water supply pipeline project, construction of substantial parts of this proposed pipeline may require permits from other federal agencies.

A preliminary permit does not authorize the permit holder to perform any land-disturbing activities or otherwise enter upon lands or waters owned by others without the owners' express permission.

The proposed project would direct water obtained from the Green River basin to southeastern Wyoming and the Front Range of Colorado for use by municipalities, agriculture, and hydropower. Along the pipeline route, the project would include two pumped storage hydroelectric developments and five conventional hydropower developments, with a total installed capacity of about 550 megawatts (MW). The project would consist of the following: (1) a water withdrawal facility on Flaming Gorge reservoir and a second facility on the Green River; (2) about nine natural-gas-powered pump stations; (3) about 501 miles of buried pipeline (between 72 and 120 inches in diameter); (4) the 240-MW Lake Hattie Pumped Storage Hydroelectric Development, using a new reservoir on Sheep Mountain as the upper reservoir and the existing Lake

20111018-3040 FERC PDF (Unofficial) 10/18/2011

Hattie reservoir as the lower reservoir; (5) the 240-MW Wild Horse Canyon Pumped Storage Hydroelectric Development, with a new 10,300 acre-foot upper reservoir and a new lower reservoir; (6) five conventional 14-MW in-line hydroelectric developments; and (7) seven proposed transmission lines, about 30.59 miles in length, extending from the switchyards near the seven proposed powerhouses to the interconnected system.

For water distribution purposes, the project would also include four reservoirs: (1) the proposed Cactus Hill Reservoir (185,000 acre-feet in capacity), near Fort Collins, Colorado; (2) the proposed T-Cross Reservoir (25,000 acre-feet in capacity) in El Paso County, Colorado; (3) a new reservoir along the western part of the pipeline system to manage withdrawals from the Green River; and (4) a terminus reservoir near Pueblo, Colorado.

Applicant Contact: Aaron Million, Wyco Power and Water, Inc., 1436 West Oak, Fort Collins, CO 80521, phone (970) 215-2603.

FERC Contact: Jim Fargo; phone: (202) 502-6095.

Deadline for filing comments, motions to intervene, competing applications (without notices of intent), or notices of intent to file competing applications: 60 days from the issuance of this notice. Competing applications and notices of intent must meet the requirements of 18 CFR 4.36. Comments, motions to intervene, notices of intent, and competing applications may be filed electronically via the Internet. See 18 CFR 385.2001(a)(1)(iii) and the instructions on the Commission's website http://www.ferc.gov/docs-filing/efiling.asp. Commenters can submit brief comments up to 6,000 characters, without prior registration, using the eComment system at http://www.ferc.gov/docs-filing/ecomment.asp. You must include your name and contact information at the end of your comments. For assistance, please contact FERC Online Support. Although the Commission strongly encourages electronic filing, documents may also be paper-filed. To paper-file, mail an original and seven copies to: Kimberly D. Bose, Secretary, Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426.

More information about this project, including a copy of the application, can be viewed or printed on the "eLibrary" link of Commission's website at http://www.ferc.gov/docs-filing/elibrary.asp. Enter the docket number (P-14263-000) in the docket number field to access the document. For assistance, contact FERC Online Support.

Kimberly D. Bose,
Secretary.

Document Content(s)

P-14263-000Notice Wyco23.DOC.....1-2

RESOLUTION NO 11-__

A RESOLUTION OF THE GREEN RIVER GOVERNING BODY EXPRESSING ITS CONTINUING OPPOSITION TO THE REGIONAL WATERSHED SUPPLY PROJECT INCLUDING HYDROPOWER DEVELOPMENT.

WHEREAS, the Federal Energy Regulatory Commission (FERC) has issued a Notice of Preliminary Permit Application Accepted for Filing and Soliciting Comments, Motions to Intervene, and Competing Applications regarding the Regional Watershed Supply Project.

WHEREAS, the City of Green River has previously joined with other agencies and groups to oppose all trans-basin water diversion projects.

WHEREAS, the Governing Body of the City of Green River also opposes Aaron Million's proposed hydropower development along the previously-proposed 501-mile long buried water supply pipeline extending from two points of diversion – one from the Green River and one from Flaming Gorge Reservoir – to a storage terminal near Pueblo, Colorado.

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

That the Governing Body of the City of Green River, Wyoming, unanimously opposes the Regional Watershed Supply Project, including hydropower development, or any other diversions of water from the Green River Basin.

APPROVED this 15th day of November, 2011.

_____
H. Castillon, Mayor

ATTEST:

_____
Jeffrey V. Nieters, City Clerk

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date:	11/03/11	Submitting Department:	Legislative
Meeting Date:	11/15/11	Department Director:	Mayor Castillon
		Presenter:	Mayor Castillon

SUBJECT: **APPOINTMENTS TO THE GREEN RIVER ARTS COUNCIL**

PURPOSE STATEMENT
Confirm the Mayor's appointments of Meredith Thompson and Kristi Radosevich to the Green River Arts Council (GRAC) for two-year terms.

BACKGROUND/ALTERNATIVES
Meredith Thompson and Kristi Radosevich have volunteered to serve on the Green River Arts Council, and current GRAC members have recommended the appointments to the Mayor.

ATTACHMENTS
Boards & Commissions Volunteer forms

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
None

RECOMMENDATION
Confirm the Mayor's appointment of Meredith Thompson and Kristi Radosevich to the Green River Arts Council for two-year terms.

SUGGESTED MOTION
I MOVE to confirm the Mayor's appointment of Meredith Thompson and Kristi Radosevich to the Green River Arts Council for two-year terms.

CITY of GREEN RIVER
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WYOMING

BOARDS & COMMISSIONS

VOLUNTEER APPLICATION

YOUR CONTACT INFORMATION

NAME Meredith Thompson

MAILING ADDRESS 825 Saratoga Dr. Green River, Wy

STREET ADDRESS Same

CITY & ZIP CODE

PHONE(S) home 875-0172 cell 871-1230

E-MAIL ADDRESS ~~thomps~~ meredithompsonj@gmail.com

AVAILABILITY

Check your availability for volunteer service

___ Weekday mornings
___ Weekday afternoons
___ Weekday evenings
___ Weekend mornings
✓ Weekend afternoons
✓ Weekend evenings except Sunday

AREAS OF INTERESTS

___ BOARD OF ADJUSTMENT
___ BUILDING CODE BOARD OF APPEALS
___ GOLDEN GENERATION ADVISORY BOARD
✓ GREEN RIVER ARTS COUNCIL
___ HISTORIC PRESERVATION COMMISSION
___ JOINT POWERS CAPITAL FACILITIES TAX BOARD
___ JOINT POWERS TELECOMMUNICATION BOARD
___ JOINT POWERS TRAVEL AND TOURISM BOARD
___ JOINT POWERS WATER BOARD
___ MAIN STREET ADVISORY BOARD
___ PARKS AND RECREATION ADVISORY BOARD
___ PLANNING AND ZONING COMMISSION
___ TREE ADVISORY BOARD
___ URBAN RENEWAL AUTHORITY

OTHER _____

SPECIAL SKILLS OR QUALIFICATIONS

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

I have appreciated art since childhood. I feel that my volunteer work in church and my job as a teacher has prepared me to help the community to expand their vision of what art is and how it can add to the enjoyment of all.

Signature _____

DATE 10/25/11
(Applications held for 6 months)

For Office Use Only
Appointment Date _____
Board _____

Rev. 04/10

CITY of GREEN RIVER
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WYOMING

BOARDS & COMMISSIONS

VOLUNTEER APPLICATION

YOUR CONTACT INFORMATION

NAME Kristi Radosevich

MAILING ADDRESS 1025 West 4th North St

STREET ADDRESS - Same -

CITY & ZIP CODE Green River, WY 82935

PHONE(S) (307) 870-2681

E-MAIL ADDRESS kradosevich@mac.com

AVAILABILITY

Check your availability for volunteer service

___ Weekday mornings ___ Weekend mornings

___ Weekday afternoons ___ Weekend afternoons

X Weekday evenings ___ Weekend evenings

AREAS OF INTERESTS

___ BOARD OF ADJUSTMENT

___ BUILDING CODE BOARD OF APPEALS

___ GOLDEN GENERATION ADVISORY BOARD

X GREEN RIVER ARTS COUNCIL

___ HISTORIC PRESERVATION COMMISSION

___ JOINT POWERS CAPITAL FACILITIES TAX BOARD

___ JOINT POWERS TELECOMMUNICATION BOARD

___ JOINT POWERS TRAVEL AND TOURISM BOARD

___ JOINT POWERS WATER BOARD

___ MAIN STREET ADVISORY BOARD

___ PARKS AND RECREATION ADVISORY BOARD

___ PLANNING AND ZONING COMMISSION

___ TREE ADVISORY BOARD

___ URBAN RENEWAL AUTHORITY

OTHER _____

SPECIAL SKILLS OR QUALIFICATIONS

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

please refer to attached document

Signature Kristi Radosevich

DATE 10-25-11

(Applications held for 6 months)

For Office Use Only

Appointment Date _____

Board _____

Rev. 04/10

I was born and raised in Sweetwater County and have lived here all of my life (minus the time I studied at the University of Wyoming). I have been a pharmacist for the last nine years, a mom for the last fifteen, and a wife for the last seventeen. Having art as a passion and hobby, I have participated in Art on the Green during several different contests, and have wanted to be more involved by being on the Arts Council. My kids are older now, and I work just part-time, so I now have the time to invest in this endeavor. I would be a great member of the team because my experience as a wife, a mother, in my career, and a long-time member of our community has given me a variety of skills that would benefit the group.

I owe part of my success in my career to excellent communication skills (both writing and oral). I have an aptitude for a variety of computer functions, some of which include internet use, web design, word-processing, data-base building, and graphic design. I have worked in a variety of settings, and this has given me the opportunity to learn skills such as supervising staff and championing projects. When involved in projects, I am able to see things that need to be done and do them without prompting. I do not have a problem taking orders when I am not the leader, but can take the lead when necessary. I enjoy working with others, collaborate well with members of different disciplines, and work well with the public. I perform under pressure (I am often called upon to prepare medications in critical situations), and I have learned to take criticism and still keep my cool. I am always looking for ways to improve the areas where I work and live, and won a prestigious national award for innovation in my company this year.

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date:	11/8/11	Submitting Department:	Legislative
Meeting Date:	11/15/11	Department Director:	Mayor Castillon
		Presenter:	Mayor Castillon

SUBJECT: **APPOINTMENTS TO THE COMBINED COMMUNICATIONS JOINT POWERS BOARD**

PURPOSE STATEMENT
Confirm the Mayor's appointment of Detective Sergeant Tom Jarvie and the re-appointment of Peggy Leininger to the Combined Communications Joint Powers Board.

BACKGROUND/ALTERNATIVES
The Combined Communications Joint Powers Agreement specifies that two Green River representatives sit on the Board in addition to our Chief of Police. Tom Jarvie will complete the initial 3-year term of Cezanne Brennan, who resigned from the Board, and that term expires February 2013.

Peggy Leininger was initially appointed to a 1-year term, which expired February 2011. She has continued to serve on the Board at the request of the other Directors and is being reappointed to a 3-year term expiring February 2014.

ATTACHMENTS
Jarvie's Boards & Commissions Volunteer form

FISCAL IMPACT
None

STAFF IMPACT
None

LEGAL REVIEW
None

RECOMMENDATION
Confirm the Mayor's appointment of Detective Sergeant Tom Jarvie and the re-appointment of Peggy Leininger to the Combined Communications Joint Powers Board.

SUGGESTED MOTION
I MOVE to confirm the Mayor's appointment of Detective Sergeant Tom Jarvie and the re-appointment of Peggy Leininger to the Combined Communications Joint Powers Board.

CITY of GREEN RIVER
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WYOMING

BOARDS – COMMISSIONS – COMMITTEES

VOLUNTEER APPLICATION

RECEIVED
NOV - 8 2011

YOUR CONTACT INFORMATION

NAME Tom Jarvie

MAILING ADDRESS

STREET ADDRESS 1760 New Mexico

CITY & ZIP CODE Green River, WY 82935

PHONE(S) (307) 872-6162

E-MAIL ADDRESS tjarvie@cityofgreenriver.org

AVAILABILITY

Indicate your availability for volunteer service

X Weekday mornings
X Weekday afternoons
___ Weekday evenings
X Weekend mornings
___ Weekend afternoons
___ 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
X 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.

I have worked in law enforcement for 20 years. Working with radio equipment in the military and specialized training in computer crime has given me a broad technical knowledge pertinent to a communication center. Service on the NW3C Board of Directors and United Way Community Solutions team has given me experience in board responsibilities

SIGNATURE

DATE 11/8/11
(Applications held for 6 months)

For Office Use Only
Appointment Date
Board

Rev. 06/10

CITY of GREEN RIVER
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WYOMING

City Council Meeting
Agenda Documentation

Preparation Date:	11/07/11	Submitting Department:	Legislative
Meeting Date:	11/15/11	Department Director:	Mayor Castillon
		Presenter:	Mayor Castillon

SUBJECT **APPOINTMENT TO PLANNING & ZONING COMMISION**

PURPOSE STATEMENT
Confirm the Mayor's appointment of Scott Travis to the Planning and Zoning Commission for a 3-year term.

BACKGROUND/ALTERNATIVES
Scott Travis has volunteered to serve on the Planning and Zoning Commission, which currently has one vacancy. His appointment is for a 3-year term expiring in November 2014.

ATTACHMENTS
Boards and Commissions volunteer application

FISCAL IMPACT
N/A

STAFF IMPACT
N/A

LEGAL REVIEW
N/A

RECOMMENDATION
Confirm the Mayor's appointment of Scott Travis to the Planning and Zoning Commission for a 3-year term.

SUGGESTED MOTION
I MOVE to confirm the Mayor's appointments of Scott Travis to the Planning and Zoning Commission for a 3-year term.

CITY of GREEN RIVER
FISH IT. FLOAT IT. LIVE IT.
WYOMING

BOARDS – COMMISSIONS – COMMITTEES

VOLUNTEER APPLICATION

RECEIVED NOV - 3 2011

YOUR CONTACT INFORMATION

NAME Scott Travis

MAILING ADDRESS 630 Iowa Ave

STREET ADDRESS 630 Iowa Ave

CITY & ZIP CODE Green River Wy 82935

PHONE(S) 309-242-0816 cell 307-212-9911 Home

E-MAIL ADDRESS Saltravis475@gmail.com / stravis@harringtonco.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.

I currently manage Harrington and Co, a building material distribution firm that has been in business since 1938. I have chaired volunteer boards through our local church - sat on condo association boards and have led sales, marketing and management classes.

SIGNATURE [signature]

DATE 11-3-11

(Applications held for 6 months)

For Office Use Only

Appointment Date _____

Board _____

Rev. 06/10

CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: 10/24/2011	Submitting Department: Public Works
Meeting Date: 11/15/2011	Department Director: Mike Nelson
	Presenter: Dave Westling

SUBJECT: Change Order #1, 2011 Capital Improvement Project, Schedule "B" (New Mexico)

PURPOSE STATEMENT Submittal of Change Order #1 for the 2011 Capital Improvement Project, Schedule "B" (New Mexico).

BACKGROUND/ALTERNATIVES This covers curb and gutter work that was mistakenly altered and some left off the original bid. There was a minor cost increase with an additional 2 water valves needing raised after paving. These valves were installed in the street prior to construction. The valves were installed by the city to help offset some of the construction costs. Over and under runs are outlined in an attachment to the Change Order.

ATTACHMENTS: 2011 CIP Schedule "B" Change Order #1.

FISCAL IMPACT There is budget authority available to fund the Change Order amount of $6,278.00 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, Schedule "B" to adjust the contract price to reflect as-built work and to close out this portion of the project.

SUGGESTED MOTION "I move to approve Change Order #1 for the 2011 Capital Improvement Project, Schedule "B" (New Mexico) in the amount of $6,278.00 to adjust the contract price to reflect as-built work and to close out this portion of the project."

CHANGE ORDER

PROJECT: 2011 CAPITAL IMPROVEMENT PROJECT
(Schedule "B" New Mexico)

DATE OF ISSUANCE: November 15, 2011

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

CONTRACTOR'S NAME: Lewis & Lewis, Inc.
CONTRACTOR'S ADDRESS: P.O. Box 1928
Rock Springs, WY 82902

TYPE OF CONTRACT: 2011 CAPITAL IMPROVEMENT PROJECT

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

Description: The New Mexico portion of the 2011 Capital Improvement Project has been completed by Lewis & Lewis, Inc. Final Change Order #1 has been submitted for City Council approval.

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

Attachments: Over and under run spreadsheet.

CHANGE IN CONTRACT PRICE:

Original Schedule Price
$280,496.00
Previous Change Orders No. 0

Schedule "B" Price prior to this Change Order
$280,496.00
Net Increase (decrease) of this Change Order
$6,278.00
Schedule "B" Price with all approved Change Orders
$286,774.00

CHANGE IN CONTRACT TIME:

Original Contract Time
270 Days
Net Change from previous Change Orders
0 Days
Contract Time prior to this Change Order
270 Days
Net Increase (decrease) of this Change Order
0 Days
Contract Time with all approved Change Orders
270 Days

RECOMMENDED:	APPROVED:	APPROVED:
by: _____	by: _____	by: _____
City Project Representative	Owner	Contractor

ITEM NO.	DESCRIPTION For New Mexico	UNIT	QUANT	LEWIS & LEWIS UNIT PRICE	TTD $	% Complete	Over / Under
1	MOBILIZATION	LS	1	$20,000.00	$20,000.00	100%	$0.00
2	TRAFFIC CONTROL	LS	1	$2,500.00	$2,500.00	100%	$0.00
3	FLAGGING	HR	10	$35.00	$350.00	100%	$0.00
4	UNCLASSIFIED EXCAVATION ABOVE SUBGRADE	CY	800	$10.00	$8,000.00	100%	$0.00
5	UNCLASSIFIED EXCAVATION BELOW SUBGRADE	CY	320	$20.00	$6,400.00	100%	$0.00
6	EXPLORATORY EXCAVATION	HR	30	$0.00		0%	$0.00
7	ASPHALT SURFACE REMOVAL (FULL DEPTH MILLING)	SY	4800	$11.00	$52,800.00	100%	$0.00
8	BASE COURSE 8" (Crushed base)	CY	1070	$28.00	$29,960.00	100%	$0.00
9	SIDEWALK REMOVAL	SF	800	$0.75	$540.00	90%	($60.00)
10	CONCRETE SAW CUT	LF	50	$3.00	$150.00	100%	$0.00
11	SIDEWALK (4")	SF	800	$6.00	$4,920.00	103%	$120.00
12	CURB AND GUTTER - TYPE "A"	LF	200	$20.00		0%	($4,000.00)
13	CURB AND GUTTER - TYPE "A" (HAND FORM)	LF	40	$45.00	$10,350.00	575%	$8,550.00
14	VALLEY GUTTER (6' WIDE, 6" THICKNESS)	SF	192	$8.00	$1,344.00	88%	($192.00)
15	VALLEY PAN (6" THICKNESS)	SF	1000	$8.00	$9,800.00	123%	$1,800.00
16	SOD/ LANDSCAPE	SF	500	$2.00		0%	($1,000.00)
17	HOT MIX PLANT MIX	SY	4800	$26.00	$124,800.00	100%	$0.00
18	TACK COAT	SY	4800	$1.00	$4,800.00	100%	$0.00
19	SEAL COAT	SY	4800	$1.00	$4,800.00	100%	$0.00
20	ELEVATE EXISTING WATER VALVES	EA	4	$300.00	$1,800.00	150%	$600.00
21	ELEVATE EXISTING MANHOLES	EA	6	$500.00	$3,000.00	100%	$0.00
	Extra						
	CURB AND GUTTER REMOVAL	LF		$2.00	$460.00		$460.00
	TOTAL				$286,774.00	102%	$6,278.00

CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: 10/24/2011	Submitting Department: Public Works
Meeting Date: 11/15/2011	Department Director: Mike Nelson
	Presenter: Dave Westling

SUBJECT: Change Order #2, 2011 Capital Improvement Project, Schedule "C" (Expedition Island)

PURPOSE STATEMENT Submittal of Change Order #2 for the 2011 Capital Improvement Project, Schedule "C" (Expedition Island).

BACKGROUND/ALTERNATIVES This is required due to the need for cuts and fills that were not included in the quantities received by JFC in their design. The import item was reduced by Lewis and Lewis by about $4,000 to reduce the impact and hasten the closeout process. There were some complications resulting from misreading of some points off the drawing received from JFC, they were not labeled properly and required interpolation. The curb and gutter was extended and moved to create better drainage and a more aesthetic look. The paving surface was slightly larger than calculated prior to Change Order 1. The associated milling item was also neglected from the quantities. Over and under runs are outlined in an Attachment to the Change Order.

ATTACHMENTS: 2011 CIP Schedule "C" Change Order #2 and Attachment

FISCAL IMPACT There is budget authority available to fund the Change Order amount of $33,723.54 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 #2 for the 2011 Capital Improvement Project, Schedule "C" to adjust the contract price to reflect as-built work and to close out this portion of the project.

SUGGESTED MOTION "I move to approve Change Order #2 for the 2011 Capital Improvement Project, Schedule "C" (Expedition Island) in the amount of $33,723.54 to adjust the contract price to reflect as-built work and to close out this portion of the project."

CHANGE ORDER

PROJECT: 2011 CAPITAL IMPROVEMENT PROJECT
(Schedule "C" Expedition Island)

DATE OF ISSUANCE: November 15, 2011

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

CONTRACTOR'S NAME: Lewis & Lewis, Inc.
CONTRACTOR'S ADDRESS: P.O. Box 1928
Rock Springs, WY 82902

TYPE OF CONTRACT: 2011 CAPITAL IMPROVEMENT PROJECT

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

Description: The Pavilion portion of the 2011 Capital Improvement Project has been completed by Lewis & Lewis, Inc. Final Change Order #2 has been submitted for City Council approval.

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

Attachments: Over and under run spreadsheet.

CHANGE IN CONTRACT PRICE:

Original Schedule Price
$223,791.00
Previous Change Orders No. 1

Schedule "C" Price prior to this Change Order
$259,192.70
Net Increase (decrease) of this Change Order
$33,723.54
Schedule "C" Price with all approved Change Orders
$292916.24

CHANGE IN CONTRACT TIME:

Original Contract Time
270 Days
Net Change from previous Change Orders
0 Days
Contract Time prior to this Change Order
270 Days
Net Increase (decrease) of this Change Order
0 Days
Contract Time with all approved Change Orders
270 Days

RECOMMENDED:

by: _____
City Project Representative

APPROVED:

by: _____
Owner

APPROVED:

by: _____
Contractor

ITEM NO.	DESCRIPTION for Pavilion	UNIT	Quant	CO 1	Lewis & Lewis Unit Price	TTD$	% complete	% complete W/ CO 1	Over / Under
1	MOBILIZATION	LS	100%	100%	$20,000.00	$20,000.00	100%	100%	$0.00
2	TRAFFIC CONTROL	LS	100%	100%	$5,000.00	$5,000.00	100%	100%	$0.00
3	EXCAVATION BELOW SUBGRADE	CY	700	700	$10.00	$4,430.00	63%	63%	($2,570.00)
4	8" PULVERIZED BASE & HOT MIX	SF	32,100	38,894	$4.05	$168,390.90	130%	107%	$10,870.20
5	CURB AND GUTTER (TYPE A)	LF	385	385	$30.00	$15,780.00	137%	137%	$4,230.00
6	VALLEY GUTTER (2' x 30' x 6" THICK)	EA	2	2	$600.00	$1,800.00	150%	150%	$600.00
7	CONCRETE FLAT WORK	SF	54	486	$8.00	$3,680.00	852%	95%	($208.00)
8	REMOVE BOLLARDS	EA	6	6	$200.00	$2,000.00	167%	167%	$800.00
9	REMOVE PARKING BARRIERS	LS	100%	100%	$1,000.00				($1,000.00)
10	REMOVE EXISTING CONCRETE	LS	100%	100%	$1,500.00	$1,500.00	100%	100%	$0.00
11	ELEVATE EXISTING SS CLEANOUTS	EA	3	3	$300.00				($900.00)
12	ELEVATE EXISTING WATER VALVES	EA	4	4	$300.00	$900.00	75%	75%	($300.00)
13	ROTOMILL EXISTING PAVEMENT	SY	3,567	3,567	$10.00	$46,200.00	130%	130%	$10,530.00
14	TACK COAT	SY	3,567	4,322	$1.00	$4,620.00	130%	107%	$298.00
15	SEAL COAT	SY	3,567	4,322	$1.00	$4,620.00	130%	107%	$298.00
	Extras:								
	Remove Abandoned pipe	EA		40	$62.50	$2,500.00			$0.00
	Remove Existing Concrete	SF		560	$0.75	$420.00			$0.00
	Import Below	CY			$8.58	$5,345.34			$5,345.34
	EXCAVATION ABOVE SUBGRADE	CY			$10.00	$5,730.00			$5,730.00
	TOTAL					$292,916.24	131%	113%	$33,723.54

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: October 17, 2011	Submitting Department: Parks and Recreation
Meeting Date: November 15, 2011	Department Director: Allan Wilson
	Presenter: Consent Agenda Item

Subject: **Approval of DJ/Karaoke services for the 2011 Middle School New Years Eve Party**
(NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement
To obtain approval from the Governing Body for payment of DJ and Karaoke services for the 2011 New Years Eve Youth Event scheduled for Saturday, December 31, 2011.

Background/Alternatives
The 2011 Middle School New Years Eve party is a major annual event for the Leisure Programs Division staff in the Parks and Recreation Department. It is held at the Recreation Center annually and is well attended by area youth. The 2010 event had 243 attendees.
Shamrocks 'N Shenanigans Mobile DJ Services has agreed to provide the musical entertainment including lighting and sound gear, special effects and music for this event.

Attachments
Attachment A – 6-page Single Event Agreement with John King and Shamrocks 'N Shenanigans

Fiscal Impact
The fee for 3 hours of DJ and Karaoke service is $600.00.

Staff Impact
Minimal

Legal Review
This city council report and its attachment were approved by the city attorney on November 7, 2011.

Recommendation
Staff recommends that the Governing Body approve the attached DJ services contract in the amount of $600.00 for the Saturday, December 31, 2011, Middle School New Years Eve Party.

Suggested Motion
I move to approve the attached contract between the City of Green River and John King and Shamrocks 'N Shenanigans DJ Services for the 2011 Middle School New Years Eve Party.

SINGLE EVENT AGREEMENT

This Agreement, made this 11th day of OCTOBER, 2011, by and between Shamrocks 'N Shenanigans, LLC, d.b.a. Shamrocks 'N Shenanigans, a limited liability company, organized and existing under the laws of Wyoming, with its principal office located at 1708 Overland Drive, Rock Springs, Sweetwater County, Wyoming, (hereinafter referred to as "DJ") and SHERRI SCHUMACHER, of GREEN RIVER REC CENTER, (hereinafter referred to as "Purchaser").

RECITALS

A. DJ is a Wyoming business entity engaged in providing mobile music entertainment at requested locations.

B. Purchaser seeks music entertainment.

C. DJ and Purchaser agree that services shall be provided pursuant to this Agreement and in accordance with any applicable federal, state, and local laws and regulations.

NOW THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

Section 1. Services.

DJ agrees to provide mobile disc jockey services to Purchaser. Such services primarily consist of musical entertainment by recorded music format (the "Performance").

1.1 Venue.

DJ agrees to provide Services to Purchaser at, and Purchaser agrees to provide detailed directions to, the following location:

Green River Recreation Center
1775 Hitching Post Dr
Green River WY 82935

1.2 Itinerary, Agenda, or Music Request.

Purchaser shall provide DJ, in writing, all necessary itinerary, agenda, and music requests two (2) weeks prior to Performance. A late charge of One Hundred and No/100 Dollars ($100.00) will be assessed to Purchaser if necessary itinerary, agenda, and/or music are received post deadline.

1.3 Control of Performance.

In the event that Purchaser fails to provide all necessary itinerary, agenda, and music requests, DJ shall have complete control, direction, and supervision of the Performance. DJ will endeavor, however, to accommodate all reasonable requests made by Purchaser.

1.4 Set-up Requirements.

Purchaser shall provide DJ with a 10 foot by 20 foot area for setup, space for speakers and lighting stands. DJ requires a minimum of (1) ONE 15 or 20-amp circuit outlet from a reliable power source within 50 feet, measured at wall base, of the set-up area. The electrical circuit must be free of all other loads. Any delay in the Performance or damage to DJ's equipment due to improper power is the Purchaser's responsibility. Purchaser shall provide crowd control if warranted. Purchaser is responsible for paying any charges imposed by the venue. These charges may include, but are not limited to, parking, use of electric power, and fire marshal, if necessary.

1.5 Set-up.

NA

~~DJ shall be provided parking access for the venue within five hundred (500) feet of the set-up area. Purchaser shall provide ramp or elevator access and a paved surface, between the parking area and the setup area. DJ shall be permitted _____ minutes before the engagement and _____ minutes after the engagement for setup and takedown. If the venue requires setup or takedown in less time, or if equipment must be carried up stairs, across grass, dirt, or other loose surface or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of Fifty and No/100 Dollars ($50.00) per half-hour. If Purchaser or venue requires DJ to complete setup more than one (1) hour before the start time, or to postpone takedown more than one (1) hour after the end time indicated, the additional time will be charged at the rate of Fifty and No/100 Dollars ($50.00) per half-hour. This agreement guarantees that DJ will be ready to perform at the start time of the engagement. No guarantee is made as to DJ's time of arrival.~~

1.6 Safety.

It is understood that, if this is a "Rain or Shine" event, DJ's compensation is in no way affected by inclement weather. For outdoor Performances, Purchaser shall provide overhead shelter for setup area. The DJ reserves the right, in good faith, to stop or cancel the Performance should the weather pose a potential danger to DJ's employee(s), equipment, or the audience.

In the event of circumstances deemed to present a threat of injury or harm to DJ or any equipment or employee of DJ, DJ reserves the right to cease Performance. If Purchaser is able to resolve the threatening situation in a reasonable amount of time (maximum of fifteen (15) minutes), DJ shall resume Performance in accordance with the original terms of this Agreement. DJ reserves the right to deny any guest access to the sound system, music recordings, or other equipment.

1.7 Reproduction Rights.

NA

~~The Performance is intended for the private use of the event audience. The Performance shall not be copied, reproduced, sold, marketed, or distributed in any fashion without DJ's prior written consent.~~

Section 2. Term.

2.1 Initial Term.

The Performance shall be for approx 3 hours, beginning at 9PM and ending at 12AM on the 31st day of DECEMBER, 20 12, herein referred to as the "Initial Term".

2.2 Additional Term.

Purchaser may, at any time, request DJ to extend the Performance for additional time. DJ may accept or reject any such request for any reason or for no reason at all.

Section 3. Fees and Payment Terms.

3.1 Total Fee.

The total fee for the Initial Term is 600.00.

3.2 Retainer Fee.

NA

~~Purchaser agrees to pay DJ a nonrefundable payment of fifty percent (50%) of the total fee concurrently with executing this document. Such amount shall be referenced as the retainer fee and shall secure Purchaser's reservation of DJ's services for the Initial Term.~~

3.3 Balance.

The balance of the total fee is due to DJ within thirty (30) days prior to the Initial Term. If the total fee is not paid as provided herein, Purchaser shall lose its reservation for the Initial Term. DJ shall then be free to contract to

provide other services during the Initial Term.

3.4 Extended Services.

NA

Performance by DJ for services in excess of the Initial term shall be paid prior to such services being rendered by DJ at _____ per hour.

3.5 Penalty Charges.

NA

In the event that Purchaser fails to pay the balance due within thirty (30) days prior to the Initial Term, Purchaser agrees to pay DJ a One Hundred and No/100 Dollar ($100.00) rebooking fee. Such rebooking fee shall be charged and payable to DJ regardless of whether or not DJ is subsequently paid in full by Purchaser.

Section 4. Miscellaneous.

4.1 Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed given as of (a) the date delivered, if it is delivered by hand; or (b) three (3) days after it is sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the party to receive such notice at the address set forth below, or such other address as is subsequently specified pursuant to this notice provision:

If to DJ:

Shamrocks 'N Shenanigans
1708 Overland Drive
Rock Springs, WY 82901

If to Purchaser:

City of Green River
50 East 2nd North
Green River WY 82935

4.2 Cumulative Rights.

The rights of the parties hereunder are cumulative. The exercise or enforcement by either party of any right or remedy shall not preclude the exercise or enforcement of any other right or remedy hereunder or to which either party may otherwise be entitled by law to enforce.

4.3 Conflict of Laws.

The validity, interpretation, and performance of this Agreement shall be controlled by, and construed under, the laws of the State of Wyoming without giving effect to any conflict of laws.

4.4 Venue.

Each of the parties submits to the jurisdiction of any state court sitting in Sweetwater County, Wyoming, in any action or proceeding arising out of or relating to this Agreement. The parties further agree that all claims in respect to the action or proceeding may be heard and determined in any such court and agree not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

4.5 Attorneys' Fees.

If DJ commences a proceeding to enforce any of the terms hereof or because of a breach of the terms hereof, DJ shall be entitled, in addition to any other relief granted, to all actual out-of-pocket costs and expenses incurred in connection with such action. Actual out-of-pocket costs include, without limitation, all reasonable attorneys' fees and costs. The right to such costs and expenses shall be deemed to have accrued upon the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.6 Captions; Waiver; Severability.

The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or interpretation of this Agreement. No waiver by a party of any breach of any provision of this Agreement will constitute a waiver of any other provision of this Agreement. If any provision of this Agreement shall be held invalid, void, or unenforceable, the remaining provisions hereof shall in no way be affected or impaired, and such remaining provisions shall remain in full force and effect.

4.7 Entire Agreement.

This Agreement, including any Exhibits attached hereto, constitutes the entire Agreement between the parties concerning the subject matter hereof

and supersedes all prior and contemporaneous agreements between the parties. This Agreement may be amended only by an instrument in writing which expressly refers to this Agreement and specifically states that it is intended to amend or modify it. No party is relying upon any warranties, representations, or inducements not set forth herein.

4.8 Survival of Covenants.

The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

4.9 Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of DJ and shall be binding upon and inure to the benefit of Purchaser and its successors and assigns.

4.10 Force Majeure.

DJ shall not be liable for any failure of performance which is due to forces or circumstances beyond its reasonable control.

4.11 Limitation of Liability.

EXCEPT AS PROVIDED OTHERWISE IN THIS AGREEMENT, DJ MAY NOT BE LIABLE TO PURCHASER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR OPPORTUNITIES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. IN NO EVENT SHALL DJ'S LIABILITY TO PURCHASER UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN TORT, CONTRACT, QUANTUM MERUIT, OR OTHERWISE) EXCEED THE AMOUNT ACTUALLY RECEIVED BY DJ FROM PURCHASER PURSUANT TO THIS AGREEMENT. THE LIMITATIONS SET FORTH ABOVE IN THIS SECTION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

SHAMROCKS 'N SHENANIGANS, LLC:	PURCHASER:
By: PRESIDENT 11/OCT/11	By:

CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: 11/8/11	Submitting Department: Human Resources
Meeting Date: 11/15/11	Department Director: Debbie Klein Robertson
	Presenter: Debbie Klein Robertson

SUBJECT:

Agreement for Managing Conflict and Confrontation Training

PURPOSE STATEMENT

To enter into an agreement with Rockhurst University Continuing Education Center for training on how to manage conflict and confrontation.

BACKGROUND / ALTERNATIVES

Staff has determined that it would be beneficial to offer another class on managing conflict and confrontation. The City saves considerable money by bringing the training to the City.

Two vendors have been looked at and staff is recommending that the vendor with the lower price be selected.

ATTACHMENTS

The agreement for training services is attached.

FISCAL IMPACT

The training will cost $3,000 and this amount is included in the Human Resources Department citywide training account.

STAFF IMPACT

The information should greatly benefit the attendees. (Positive comments have been received from similar training.)

LEGAL REVIEW

The City Attorney has been sent the agreement for review.

RECOMMENDATION

That the Governing Body approve the attached agreement and authorize the Mayor to sign it.

SUGGESTED MOTION

I move to approve the attached agreement for training services and authorize the Mayor to sign it.

Rockhurst University Continuing Education Center

PADGETT THOMPSON

NATIONAL SEMINARS GROUP

November 7, 2011

AGREEMENT BY
ROCKHURST UNIVERSITY CONTINUING EDUCATION CENTER, INC.
TO CONDUCT
TRAINING SERVICES FOR
City of Green River

Green River, WY

Seminar Title:	*How to Manage Conflict & Confrontation*
Seminar Date:	January 24, 2012
Seminar #:	5051102
Number of Attendees:	35.
Fee:	$3,000.00
Seminar Hours:	8:30 a.m. to 3:30 p.m.

Rockhurst University Continuing Education Center, Inc. will provide all educational materials including workbooks, handouts and certificates of completion.

City of Green River will provide the meeting room, projector, screen, sound system and agrees that future speaking engagements with the presenter will be coordinated through Rockhurst.

Deposit: A purchase order, credit card, or a deposit check of $1,000 per training day is required to secure your program date(s) and trainer(s). **If you submit a purchase order, credit card information, or a deposit check, it implies acceptance of the terms of this agreement with or without a signature.**

Cancellation Policy: If cancellation is made after the receipt of the purchase order, credit card number or deposit, a cancellation fee of up to $1,000 per training day may be charged to cover administrative fees, trainer fees, developmental costs and non-reimbursable travel costs.

Payment: Payment for all services is required within 30 days of final invoice.

Please sign both copies of this agreement and return one with your deposit or purchase order by November 17, 2011 to my attention.

Signature: *Heather L. Getz* Date: 7-Nov-11
Heather L. Getz
Rockhurst University Continuing Education Center, Inc.

Signature: _____ Date: _____

Title: _____
City of Green River

CITY of GREEN RIVER
FISH IT. FLOAT IT. LIVE IT.
WYOMING

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: November 9, 2011	Department: Public Works
Meeting Date: November 15, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

Subject: Ratify an Agreement with Rocky Mountain Power for the South East Water Expansion Project

Purpose Statement: To ratify an Agreement with Rocky Mountain Power for the South East Water Expansion Project

Background/Alternatives: The South East Water Expansion Project includes the placement of an 18" Suction Line, a new pump station and a new 16" discharge line. Currently there is not power to the pump station location. This Agreement will provide three phase power and a meter to the pump station located at 25 Upland Way. This was approved by a poll of Council on November 9, 2011.

Attachments: Agreement from Rocky Mountain Power

Fiscal Impact: Monthly Service Fees

Staff Impact: Minimal

Legal Review: Complete

Recommendation: Ratify an Agreement with Rocky Mountain Power for the installation of power to the pump station on Upland Way

Suggested Motion: "I move to ratify an Agreement with Rocky Mountain Power for the installation of power to the pump station on Upland Way."

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

415 N Street
Rock Springs, Wyoming 82901

October 26, 2011

City of Green River
C/o Mike Nelson
50 E 2nd North St
Green River, WY 82935

received
10/25/11

Hello Mike,

Enclosed for your review and handling are two copies of the proposed contract between Rocky Mountain Power and the City of Green River. This contract provides, in part, for Rocky Mountain Power to provide three phase 277/480V service and a meter for your water pump facility located at 25 Upland Way in Green River, Wyoming.

Please sign both contracts and return them at your earliest convenience to Rocky Mountain Power 415 N. Street in Rock Springs, Wyoming. A fully executed copy will be returned to you upon completion of the installation.

Rocky Mountain Power will utilize the franchise agreement to extend power from the power line south of Upland Way. All of the land the new line will cross is owned by the City of Green River.

If you require additional consultation concerning this matter, please do not hesitate to call Kyle Graham at 307-352-5207.

Sincerely,

Kyle Graham
Estimator
Rocky Mountain Power
Rock Springs Wyoming District

(WY Sep2010 - NoRfnd)
Service ID #:912536932 001
C/C: 11301

Kyle Graham
Contract #:
Request #: 05600681

GENERAL SERVICE CONTRACT
(1000 KW OR LESS)
between
ROCKY MOUNTAIN POWER
and
CITY OF GREEN RIVER

This Contract, dated October 26, 2011, is between PacifiCorp, doing business as Rocky Mountain Power ("Company"), and **City Of Green River** ("Customer"), for electric service for Customer's 25 Upland Way Water Pump Station operation at or near Green River, Wyoming.

The Company's filed tariffs (the "Electric Service Schedules" and the "Electric Service Rules") and the rules of the Wyoming Public Service Commission, as they may be amended from time to time, regulate this Contract and are incorporated in this Contract. In the event of any conflict between this Contract and the Electric Service Schedules or the Electric Service Rules, such schedule and rules shall control. They are available for review at Customer's request.

1. **Delivery of Power.** Company will provide 277/480 volt, three-phase electric service to the Customer facilities.

2. **Contract Demand.** The specified Demand in kW that Customer requires to meet its load requirement and Company agrees to supply and have available for delivery to Customer, shall be 200 kW (diversified, based on Customer's submitted load prior to the signing of this Agreement) unless otherwise agreed in writing in accordance with the terms of this Agreement. Within fifteen (15) days of the written request for additional demand, Company shall advise Customer in writing whether the additional power and energy is or can be made available and the conditions on which it can be made available.

3. **Extension Costs.** Company agrees to invest $29,343.00 (the "Extension Allowance") to fund a portion of the cost of the improvements (the "Improvements") as per tariff. Customer agrees to pay the estimated construction costs in excess of the Extension Allowance ("Customer Paid Costs"). The Customer Paid Costs are $0.00

4. **Contract Minimum Billing.** Customer agrees to pay a Contract Minimum Billing during the first 60 months beginning from the date the Company is ready to supply service. The billing shall be the greater of: (1) the monthly schedule billing; or, (2) $460.55 plus eighty percent (80%) of the monthly schedule billing. Billings will be based on Rate Schedule No. 25 and superseding schedules. The Company will reduce the minimum charges by the amount of the facilities charges associated with refunds due from additional applicants connecting to the Improvements.

5. **Term.** This Contract becomes binding when both the Company and Customer have signed it, and will remain in effect for five (5) years following the date when the Company is ready to supply service.

   In the event Customer terminates service or defaults (which results in termination of service) within the first five (5) years of this Contract. Customer shall be responsible for

paying the remaining Contract Minimum Billing for the remainder of the five year term.

In the event Customer is not ready to receive service within 150 days of the contract date given on page 1, the Company may unilaterally terminate this Contract. If the Contract is terminated, Customer's advance will be applied to Company costs incurred, and the remainder refunded to Customer. Alternatively, if Company has installed Improvements so that Company is ready to supply service as far a practicable absent Customer being ready to receive service, the failure of Customer being ready to receive service may be treated as a Customer default, and Customer shall be responsible for paying the Contract Minimum Billing for the five-year term.

6. **Effective.** This Contract will expire unless Customer signs and returns an original of this Contract along with any required payment to Company within 90 days of the Contract date shown on page 1 of this Contract.

7. **Customer Obligations.** Customer agrees to:

   a) Provide legal rights-of-way to Company, at no cost to the Company, using Company's standard forms. This includes rights-of-way on Customer's property and/or adjoining property and any permits, fees, etc. required to cross public lands, and

   b) Prepare the route to Company's specifications, and

   c) Comply with all of Company's tariffs, procedures, specifications and requirements.

8. **Special Provisions:** RMP will Utilize the franchise agreement to cross from the powerline south of Upland Way to provide for the new overhead powerline and service for the pump station. If the city requires an additional Right Of Way easement please provide it before construction is to commence. Also all three phase motors over 35 HP must be soft started.

9. **Underground Facilities**. If service is provided by an underground line extension, Customer will provide, or Company will provide at Customer's expense: all trenching and backfilling, imported backfill material, conduit and duct, and furnish and install all equipment foundations, as designed by the Company. Company may abandon in place any underground cables installed under this Contract that are no longer useful to Company.

10. **Design, Construction, Ownership and Operation.** The Company shall design, construct, install, and operate the Improvements in accordance with the Company's standards. The Company will own the Improvements, together with the Company's existing electric utility facilities that serve or will serve Customer. Construction of the Improvements shall not begin until (1) both the Company and Customer have executed (signed) this Contract, and (2) all other requirements prior to construction have been fulfilled, such as permits, payments received, inspection, etc. Any delays by the Customer concerning site preparation and right-of-way acquisition or trenching, inspection, permits, etc. may correspondingly delay completion of the Improvements.

    The Company warrants that its work in constructing and maintaining the Improvements shall be consistent with prudent utility practices. **THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES.** The Company's liability for any action arising out of its

activities relating to the Improvements or the Company's electric utility facilities shall be limited to repair or replacement of any non-operating or defective portion of the Improvements or the Company's other electric utility facilities. Under no circumstances shall the Company be liable for other economic losses, including but not limited to consequential damages. The Company shall not be subject to any liability or damages for inability to provide service to the extent that such failure shall be due to causes beyond the reasonable control of either the Company or Customer.

No other party, including Customer, shall have the right to operate or maintain the Company's electric utility facilities or the Improvements. Customer shall not have physical access to the Company's electric utility facilities or the Improvements and shall engage in no activities on or related to the Company's electric utility facilities or the Improvements.

11. **Payments.** All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Company reserves the right to require customer payments be sent by EDI or wire transfer. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Company shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Company determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

    The Company may request deposits from Customer to the extent permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule. In the event of a default by Customer in any of its obligations, the Company may exercise any or all of its rights and remedies with respect to any such deposits.

12. **Furnishing Information.** Upon the Company's request, Customer shall submit its year-end financial statements to the Company, certified to be true and correct and in accordance with GAAP (General Accepted Accounting Principles). Furthermore, Customer shall submit additional information as the Company may reasonably request from time to time in furtherance of the purposes of this Agreement. Such information shall be deemed confidential. The Company will base its decision with respect to credit, deposits or any other material matter on information furnished under this section by Customer, and shall reserve its rights with respect to such decisions should such information be inaccurate.

13. **Governing Law; Venue.** All provisions of this Contract and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts executed in and to be wholly performed in Wyoming by persons domiciled in the State of Wyoming. Each party hereto agrees that any suit, action or proceeding in connection with this Contract may only be brought before the Wyoming Public Service Commission, the Federal courts located within the State of Wyoming, or state courts of the State of Wyoming, and each party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding.

14. **Assignment.** The obligations under this Contract are obligations at all times of Customer, and may not be assigned without the Company's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in Customer's facility. Any such assignment also shall be subject to (i) such successor's qualification as a customer under

the Company's policies and the Electric Service Rules, the applicable Electric Service Schedule, and (ii) such successor being bound by this Contract and assuming the obligation of Customer from the date of assignment, which may be evidenced by written agreement of such successor or other means acceptable to the Company. The Company may condition this assignment by the posting by the successor of a deposit as permitted under the applicable Electric Service Rules and the applicable Electric Service Schedule.

15. **Remedies; Waiver.** Either party may exercise any or all of its rights and remedies under this Contract, the applicable Electric Service Rules, the applicable Electric Service Schedule and under any applicable laws, rules and regulations. No provision of this Contract, the Electric Service Rules, or the applicable Electric Service Schedule shall be deemed to have been waived unless such waiver is expressly stated in writing and signed by the waiving party.

16. **Attorneys' Fees.** If any suit or action arising out of or related to this Contract is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

17. **Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE RULES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

18. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in their entirety all prior agreements between the parties related to the same subject matter. **This Contract may be modified only by a subsequent written amendment or agreement executed by both parties.**

CITY OF GREEN RIVER

By_____
signature

_____ _____
NAME (type or print legibly) TITLE

_____
DATE

ROCKY MOUNTAIN POWER

By_____
signature

Dan Quinn OPS Manager
NAME (type or print legibly) TITLE

_____
DATE

Customer's Mailing Address for Executed Contract

Mike Nelson
ATTENTION OF

50 E 2nd North St
ADDRESS

Green River, WY 82935
CITY, STATE, ZIP

Rocky Mountain Power's Mailing Address for Executed Contract

415 N St.
ADDRESS

Rock Springs, WY 82901
CITY, STATE, ZIP

CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: November 7, 2011	Submitting Department: Public Works
Meeting Date: November 15, 2011	Department Director: Mike Nelson
	Presenter: Mike Nelson

SUBJECT: Approval of the Release of Retainage for the 50' x 100' Utility Storage Building

PURPOSE STATEMENT The Utility Storage Building Project has been completed. The Contractor, A. Pleasant Construction Inc. has met all the requirements for closing out the Project. The last item is to release the retainage held by the City of Green River.

BACKGROUND/ALTERNATIVES A. Pleasant Construction Inc. was the Contractor for the Utility Storage Building Project. Final payment has been advertised and the date for final payment is November 15, 2011; no claims have been received.

ATTACHMENTS Advertisement

FISCAL IMPACT Funds are available for Final Payment in line item 900-9102

STAFF IMPACT Minimal

LEGAL REVIEW Standard Project close out documents

RECOMMENDATION Staff recommends approval of the Release of Retainage in the amount of $15,800 to A. Pleasant Construction Inc.

SUGGESTED MOTION "I move to approve the Release of Retainage in the amount of $15,800 to A. Pleasant Construction Inc."

CITY OF GREEN RIVER
50’ x 100’ UTILITY STORAGE BUILDING
NOTICE OF FINAL ACCEPTANCE

To all persons, corporation or firms who have any claim for work done for or any materials furnished to A. Pleasant Construction, Inc. for the City of Green River, 50’ x 100’ Utility Storage Building Project located in Sweetwater County, Wyoming.

You are hereby notified that the City of Green River has accepted as completed, according to plans and specifications and rules set forth in the Agreement between the City of Green River and the aforementioned Contractor, the work in connection with City of Green River 50’ x 100’ Utility Storage Building Project and that said Contractor is entitled to final settlement.

You are further notified that upon November 15, 2011, being the 41st day after the first publication of this Notice, City of Green River will pay A. Pleasant Construction, Inc. the full amount due under said Contract, and in the event that your claim is not filed with said City of Green River prior to said November 15, 2011, the same shall be waived.

Dated this the 3rd day of October, 2011

(s) Jeffrey V. Nieters, City Clerk

Publish dates October 5, 12 and 19, 2011

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: November 9, 2011	Department: Public Works
Meeting Date: November 15, 2011	Department Head: Mike Nelson
	Presenter: Jeff Nieters

Subject Acceptance of a donation of:

- 14 pieces of 10' x 6" metal pipe from FMC
- 8 panels of 10' x 3' metal grating from Pacific Steel
- Electrical connection labor and some materials from LOC Electric

Purpose Statement
The scrap metal donated by FMC and Pacific Steel will be used to construct an overhead storage in the Public Works Berto Castillon Recycling Facility. The donation from LOC Electric is for the installation of the Recycling Baler electrical connection to the main panel.

Attachments None

Fiscal Impact None

Staff Impact Minimal

Legal Review Not Applicable

Recommendation Staff Recommends the Governing Body approve these donations.

Suggested Motion "I move to approve the donation of 14 pieces of 10' x 6" metal pipe from FMC, 8 panels of 10' x 3' metal grating from Pacific Steel, the electrical connection labor and materials from LOC Electric."