

City of Green River City Council Meeting Agenda Documentation

Preparation Date: 11-23-11	Department: Police Department
Meeting Date: 12-20-11	Department Head: Interim Chief Chris Steffen
	Presenter: Interim Chief Chris Steffen

Subject: ORDINANCE SECTION 18-61 THROWING PROJECTILES AND SHOOTING BOWS.

Purpose Statement:

Consideration of an ordinance on Second Reading amending Section 18-61 of the Green River Code of Ordinances, City of Green River, State of Wyoming, dealing with Throwing Projectiles and the Shooting of Bows in the City Limits.

Background/Alternatives:

It has been discussed by the Governing Body as to changing the wording of the Throwing Projectiles ordinance, 18-61, to include making the shooting of archery equipment illegal at a person's private residence. The past wording of the ordinance allows for the use of archery equipment, as long as it is not discharged at a person, animal, vehicle, building or improvement within the city. Due to safety concerns, the change would eliminate the possibility of shooting the archery equipment, with the exception of the following stated locations: The city owned Red Barn in FMC Park, the Outdoor Archer range in FMC Park, at any city or school sponsored competitive events and under situations where written permission is requested through the Chief of Police, stating specific location/date/times.

We now have a very nice, well maintained outdoor archery range for all citizens to utilize, which falls in line with Green River 2025 Strategic Plan, Principle F- Great Choices for Recreation, #8 FMC Park with Sportsman's venues. This is a safe facility and does not put persons, property or animals in danger of errantly discharged arrows or crossbow bolts.

Attachments:

Draft Ordinance for Second Read – clean copy.

Fiscal Impact:

None at this point.

Staff Impact:

Same as above.

Legal Review:

Already approved by Legal Review.

Recommendation:

Pass on Second Reading.

Suggested Motion:

I MOVE to approve on Second Reading, an ordinance amending Section 18-61 of the Green River Code of Ordinances, City of Green River, State of Wyoming, Throwing Projectiles and Shooting Bows.

ORDINANCE NO. 12-

AN ORDINANCE AMENDING SECTION 18-61 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, TO REGULATE THE SHOOTING OF BOWS WITHIN CITY LIMITS

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

Section 1: That Section 18-61 of the Green River Code of Ordinances, City of Green River, Wyoming, is hereby amended in its entirety to read as follows:

Sec. 18-61. - Throwing projectiles/Shooting Bows.

It shall be unlawful for any person to throw any stone, brick, missile, or projectile of any kind, or to shoot projectiles from a slingshot, air rifle or other instrument at any person, animal, vehicle, building, or improvement within the city limits without the written consent of the chief of police.

It shall also be unlawful for any person to shoot an arrow or other projectile from a bow of any description within the city limits except:

- (1) With the written permission of the chief of police and subject to conditions imposed by him such as date, occasion, place and times allowed. Permission to shoot under this subsection shall be subject to revocation at any time by the chief of police. Denial of a request to shoot under this subsection shall be appealable to the governing body; or
- (2) At the Outdoor Archery Range; or
- (3) At the White Mountain Archery “Red Barn”; or
- (4) At city or school sponsored competitive events

PASSED, ADOPTED AND APPROVED this _____ day of January, 2012.

H. Castillon, Mayor

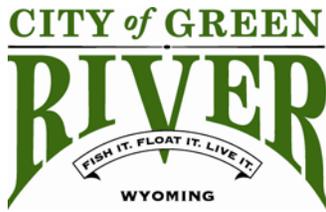
ATTEST:

Jeffrey V. Nieters, City Clerk

First Reading:

Second Reading:

Third Reading:



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 12/14/11	Submitting Department: Community Development
Meeting Date: 12/20/11	Department Director: Laura Hansen
	Presenter: Planning & Zoning Commission

Subject: Alternative Energy Ordinance

Purpose Statement: To approve, modify or deny the Alternative Energy Ordinance as approved by the Planning and Zoning Commission

Background/Alternatives: The Alternative Energy Ordinance deals with regulating wind and solar energy devices in the City. This ordinance will make the placement of wind turbines and solar panels a right in every zoning district. It will also allow individual property owners to apply for a solar right which would guarantee their unrestricted access to sunlight with conditions. This was already taken through a public hearing in front of the Planning and Zoning Commission on October 26th and before this governing body on November 15th.

Attachments: Alternative Energy Ordinance

Fiscal Impact: NA

Staff Impact: NA

Legal Review: This has been reviewed by Counsel

Recommendation: Approval on the second reading of Chapter 15 of Appendix B—Alternative Energy.

Suggested Motion: I move to approve on second reading Chapter 15 of Appendix B—Alternative Energy.

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 one 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.

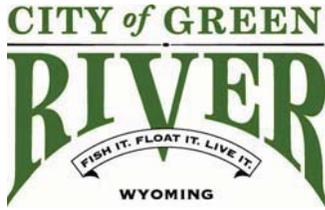
After the submittal of all required application materials, the community development department shall review the submittal and shall issue a building permit for wind energy systems if the application materials meet all requirements of this chapter, and all applicable building and electrical codes.

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.



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12/13/11	Submitting Department: Legislative
Meeting Date: 12/20/11	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

SUBJECT: RE-APPOINTMENT TO THE PERSONNEL BOARD

PURPOSE STATEMENT

Confirm the Mayor’s re-appointment of Glenn Hill to the Personnel Board for a 3-year term.

BACKGROUND/ALTERNATIVES

Glenn Hill has volunteered to continue his service on the Personnel Board. He has served for the past three years.

ATTACHMENTS

Boards & Commissions Volunteer form

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

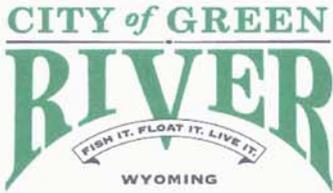
None

RECOMMENDATION

Confirm the Mayor’s re-appointment of Glenn Hill to the Personnel Board for a 3-year term.

SUGGESTED MOTION

I MOVE to confirm the Mayor’s re-appointment of Glenn Hill to the Personnel Board for a 3-year term.



BOARDS – COMMISSIONS – COMMITTEES
VOLUNTEER APPLICATION

YOUR CONTACT INFORMATION

NAME Glenn W. Hill
MAILING ADDRESS P.O. Box 482
STREET ADDRESS 950 Wilkes
CITY & ZIP CODE Green River, WY 82935
PHONE(S) 307 875 3383
E-MAIL ADDRESS Gahill33@hotmail.com

AVAILABILITY

Indicate your availability for volunteer service

- Weekday mornings
- Weekday afternoons
- Weekday evenings
- 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
- 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

X Personnel Board

SPECIAL SKILLS OR QUALIFICATIONS

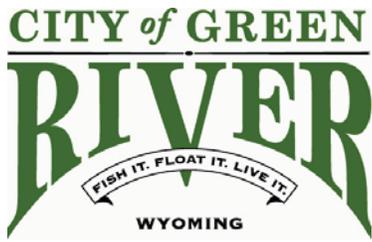
Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, and other activities including hobbies or sports. Optional: attach letter and résumé.

45 years Green River Fire
Personnel Director 3 years Mayor Waggener

SIGNATURE *Glenn W. Hill*

DATE 12/09/11
(Applications held for 6 months)

For Office Use Only
Appointment Date _____
Board _____



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12-6-11	Submitting Department: Parks and Recreation
Meeting Date: 12-20-11	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject: Approval from the Governing Body to extend the rental period of the Pavilion on Expedition Island Park on Saturday, December 31, 2011 for a New Year’s Eve Dance

Fiscal Impact
Not Applicable

Purpose Statement
To obtain approval from the Governing Body to extend the rental period of the Pavilion on Expedition Island Park on Saturday, December 31, 2011 for a New Year’s Eve Dance from Midnight to 1:00 am, and to extend the building being cleaned and vacated from 1:00 am to 2:00 am.

Background/Alternatives
The current requirement is to have music and serving of alcohol to cease at Midnight with cleaning and vacating the building by 1:00 am. The Governing Body has approved an extension on these times the last three years.

Attachments
A copies of the letter submitted by Edgar Gonzales and the Pavilion or Park rental alcohol/security checklist for an event not requiring a catering or malt beverage permit.

Staff Impact
None

Legal Review
Not applicable

Recommendation
Staff recommends the Governing Body does not approve the extension of this rental period to Edgar Gonzales for his New Year’s Eve Dance at the Pavilion on Expedition Island Park on Saturday, December 31, 2011.

Suggested Motion
I move to deny the extension of this rental period to Edgar Gonzales for his New Year’s Eve Dance at the Pavilion on Expedition Island Park on Saturday, December 31, 2011.

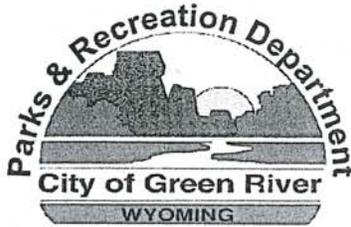
12-02-'11

I Edgar Gonzalez is
requesting extended hours
on the 31st of December
for the Dance of New Years
at the Pavillon place.

Thank you for your
cooperation.

Edgar Gonzalez
and Mayra Gonzalez

1:00 A.M.



**PAVILION OR PARK RENTAL ALCOHOL/SECURITY CHECKLIST
FOR EVENT NOT REQUIRING A CATERING OR MALT BEVERAGE
PERMIT**

Parks and Recreation Rental Representative Kristy Lessard Date 12/1/11

Pavilion/ Park Facility Renter Edgar Gonzalez for (EVENT) Dance

At what Parks Facility Pavilion - Expedition Island

On (DATE) 12/21/11, from 9:00 a.m./p.m. to midnight a.m./p.m.

*Plan on going before Council on 12/20/11 to request
dance music can continue to 1:00am, clean up
& vacate by 2:00am*

Police Security

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

Security Not Required per: [Signature] Date: 12/1/11
 Security Required and Approved by: _____ Date _____

Alcohol Rules:

- o If a Renter wants to sell beer or other types of malt beverages, they must obtain a **Malt Beverage Permit**.
- o **Renters Using a Beer Distributor:** If the beer distributor uses the keg cooler at the Pavilion, they must clean the keg cooling tubing when they pick up their kegs – otherwise, a fee will be deducted from the Renter's deposit.
- o **Renters Not Using a Beer Distributor:** Renters providing kegged beer during their rental are not allowed to use the keg cooler at the Pavilion. Renters do not have the proper tubing cleaning equipment and chemicals.

Deputy City Clerk verification of application for Police Security submission: [Signature]
Date 12.2.11



CITY COUNCIL MEETING AGENDA DOCUMENTATION

Preparation Date:	12/13/11	Submitting Department:	Administration
Meeting Date:	12/20/11	Department Director:	Barry Cook
		Presenter:	Barry Cook

SUBJECT TOMAHAWK BUILDING MORTGAGE

PURPOSE STATEMENT

Authorize the release of \$2.2 million mortgage on the Tomahawk Building

BACKGROUND / ALTERNATIVES

The City required a mortgage in 2009 for \$400,000 on the Tomahawk building to cover our exposure for phase one renovation work. The mortgage was increased to \$2.2 million in 2011 when the City was awarded the \$1.8 million grant from the state. Because the \$1.8 million grant has been returned the \$2.2 million mortgage must be released. The original \$400,000 mortgage remains in effect.

ATTACHMENTS

Original 2009 Mortgage for \$400,000
2011 \$2.2 million Mortgage
Release of \$2.2 million Real Estate Mortgage

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

Legal counsel prepared the Release of Real Estate Mortgage document

RECOMMENDATION

Approve the release of the \$2.2 million mortgage on the Tomahawk building and authorize the Mayor to sign the Release.

SUGGESTED MOTION

I MOVE to approve the release of the \$2.2 million mortgage on the Tomahawk building and authorize the Mayor to sign the Release of Real Estate Mortgage.

46

MORTGAGE

THIS MORTGAGE made as of the 19th day of October, 2009, from **GREEN RIVER FUTURES, INC.**, a Wyoming non-profit corporation, of 98 North 1st East, Green River, Wyoming 82935, hereinafter referred to as "Mortgagor," to **CITY OF GREEN RIVER, WYOMING**, a Wyoming municipal corporation, of 50 East 2nd North, Green River, Wyoming 82935, hereinafter referred to as "Mortgagee."

The Mortgagor, to secure an investment in the sum of Four Hundred Thousand and No/100 Dollars (\$400,000.00), lawful money of the United States, and to secure the performance of the obligations of the Mortgagor with that certain agreement entered into March 3, 2009, by and between the City of Green River, Wyoming, a Wyoming municipal corporation; City of Green River Main Street Program, an instrumentality of the City of Green River, Wyoming; and Green River Futures, Inc., a Wyoming non-profit corporation, and that certain agreement entered into May 25, 2009, by and between the Wyoming Business Council, Division of Investment Ready Communities, and the City of Green River, a political subdivision of the State of Wyoming (a copy of said agreements is appended hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof), does hereby mortgage to the Mortgagee, the real property situated in Sweetwater County, Wyoming, described as follows:

Lot Numbered Five (5) and the Westerly Ten (10) feet of Lot Numbered Four (4) in Block Numbered Fifteen (15) of the Original Town (now City) of Green River, Sweetwater County, Wyoming.

This Mortgage is subject to the express condition that, if the Mortgagor fully performs the obligations of the Mortgagor under the agreements, then this Mortgage shall cease and be null and void. The Mortgagor hereby covenants to perform all such obligations.

1. The Mortgagor further covenants and agrees as follows:

- (a) The lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of performance of the obligations secured hereby.
- (b) The Mortgagor shall pay or cause to be paid all taxes and assessments levied or assessed against the property, and shall comply with all recordation and other laws affecting the security of this Mortgage, at the expense of the Mortgagor.
- (c) The Mortgagor shall not permit the interest of the Mortgagor in the property or any part thereof to be levied upon or attached in any legal or equitable proceeding, except to the extent allowed by the attached agreements or if such proceeding is being contested in good faith by appropriate proceedings.
- (d) The Mortgagor agrees to perform the obligations hereby secured and to pay all tax and assessments on said premises and to keep any buildings thereon insured in a sum not less than the insurable market value during the life of this Mortgage.

2. If the Mortgagor defaults in the payment of such taxes, assessments or other lawful charges, the Mortgagee may, with seven (7) days prior written notice of such default, pay the same. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagor to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this Mortgage even if such funds are advanced by Mortgagee.
3. The Mortgagee may enforce the provisions of, or foreclose, this Mortgage by any appropriate suit, action or proceeding at law or in equity or by advertisement and sale as provided by Wyoming Statutes. At any foreclosure sale, the Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper deed or conveyance of the property so sold. The failure of the Mortgagee to promptly foreclose following a default shall not prejudice any right to foreclose in case of further default or defaults. The proceeds from such sale shall be applied to the payment of (1st) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (2nd) the balance due to the Mortgagee on account of principal and interest on the obligation hereby secured; and (3rd) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholder). The Mortgagee shall be allowed to avail itself to the remedies provided for herein only after fifteen (15) days written notice is provided to Mortgagor of a breach of a term and condition found herein and the Mortgagor has not cured the default or breach within this fifteen (15) day notice period.
4. The acceptance of this Mortgage by the Mortgagee shall be an acceptance of the terms and conditions contained herein.
5. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
6. The Mortgagor shall not create, incur or suffer to exist any other mortgage or lien on the property which is not junior to the lien of this Mortgage except for construction loans as allowed by the attached agreements.
7. This Mortgage is not a purchase money mortgage.
8. This Mortgage and the lien upon the property shall expire and no longer be in effect after five years of compliance by the Mortgagor following Wyoming Business Council's date of notice to Grantee/Mortgagee of administrative closeout of the Community Development Block Grant referred to in Exhibit A.

IN WITNESS WHEREOF, this Mortgage has been executed by the Mortgagor as of the date first above written.

GREEN RIVER FUTURES, INC., a Wyoming non-profit corporation, Mortgagor

By: Brad R. Sutherland
Brad R. Sutherland, President

ATTEST:

Jeb Burnett See
Jeb Burnett, Secretary

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

On this 19 day of October, 2009, before me personally appeared BRAD R. SUTHERLAND, to me known, who, being by me duly sworn, did say that he is the President of GREEN RIVER FUTURES, INC., a Wyoming non-profit corporation, executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed of said corporation.

WITNESS my hand and official seal.

Jenille Melton
Notary Public



My Commission Expires: 2/7/2011

MORTGAGE

THIS MORTGAGE made as of the 29th day of July, 2011, between **GREEN RIVER FUTURES, INC.**, a Wyoming non-profit corporation, of 92 North 1st East, Green River, Wyoming 82935, hereinafter referred to as "Mortgagor," to **CITY OF GREEN RIVER, WYOMING**, a Wyoming municipal corporation, of 50 East 2nd North, Green River, Wyoming 82935, hereinafter referred to as "Mortgagee" to replace the Mortgage made by Green River Futures, Inc. on October 19, 2009

The Mortgagor, to secure an investment in the sum of Two Million One Hundred Thousand and No Cents (\$2,100,000.00) from the State of Wyoming and One Hundred Thousand and No Cents (\$100,000.00) from the City of Green River, lawful money of the United States, and to secure the performance of the obligations of the Mortgagor with those certain agreements entered into March 3, 2009, by and between the City of Green River, Wyoming, a Wyoming municipal corporation; City of Green River Main Street Program, an instrumentality of the City of Green River, Wyoming; and Green River Futures, Inc., a Wyoming non-profit corporation, that certain agreement entered into May 25, 2009, by and between the Wyoming Business Council, Division of Investment Ready Communities, and the City of Green River, that certain agreement entered into September 28, 2010, by and between the City of Green River, Wyoming and Green River Futures, Inc., and that certain agreement entered into January 5, 2011 between the Wyoming Business Council, Division of Investment Ready Communities, and the City of Green River, a political subdivision of the State of Wyoming (a copy of said agreements is appended hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof), does hereby mortgage to the Mortgagee, the real property situated in Sweetwater County, Wyoming, described as follows:

Lot Numbered Five (5) and the Westerly Ten (10) feet of Lot Numbered Four (4) in Block Numbered Fifteen (15) of the Original Town (now City) of Green River, Sweetwater County, Wyoming.

This Mortgage is subject to the express condition that, if the Mortgagor fully performs the obligations of the Mortgagor under the agreements, then this Mortgage shall cease and be null and void. The mortgagor hereby covenants to perform all such obligations.

1. The lien of this Mortgage shall remain in full force and effect during any postponement or extension of the time of performance of the obligations secured hereby.
2. If the Mortgagor defaults in the payment of taxes, assessments or other lawful charges against the property, the Mortgagee may, with seven (7) days prior written notice of such default, pay the same. The Mortgagee is not required by this provision to advance such funds. A failure by Mortgagor to timely pay such taxes, assessments or other lawful charges shall constitute a default under this mortgage the same as non-payment of the sums secured by this Mortgage even if such funds are advance by the Mortgagee.
3. The Mortgagee may enforce the provisions of, or foreclose, this Mortgage by any appropriate suit, action or proceeding at law or in equity or by advertisement and sale as provided by Wyoming Statutes. At any foreclosure sale, the Mortgagee may cause to be executed and delivered to the purchaser or purchasers a proper deed or conveyance of the property so sold. The failure of the Mortgagee to promptly foreclose following a default shall not prejudice any right to foreclose in case of further default or defaults. The proceeds from such sale shall be applied to the payment of (1st) all unpaid taxes, assessments, claims and liens on the property, which are superior to the lien hereof; (2nd) the balance

due to the Mortgagee on account of principal and interest on the obligation hereby secured; and (3rd) the surplus, if any, shall be paid to the Mortgagor (subject to the rights of any junior lienholder). The Mortgagee shall be allowed to avail itself to the remedies provided for herein only after fifteen (15) day written notice is provided to Mortgagor of a breach of a term and condition found herein and the Mortgagor has not cured the default or breach within this fifteen (15) day notice period.

4. The acceptance of this Mortgage by the Mortgagee shall by an acceptance of the terms and conditions contained herein.
5. The covenants and agreements herein contained shall bind, and inure to the benefit of, the respective heirs, devisees, legatees, executors, administrators, successors and assigns of the Mortgagor and the Mortgagee. Whenever used the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
6. The Mortgagor shall not create, incur or suffer to exist any other mortgage or lien on the property which is not junior to the lien of this Mortgage except for construction loans as allowed by the attached agreements.
7. This Mortgage is not a purchase money mortgage.
8. This Mortgage and the lien upon the property shall expire and no longer be in effect after five years of compliance by the Mortgagor following Wyoming Business Council's date of notice to Grantee/Mortgagee of administrative closeout of the last Community Development Block Grant referred to in Exhibit A.

IN WITNESS WHEREOF, this Mortgage has been executed by the Mortgagor as of the date first above written.

GREEN RIVER FUTURES, INC./Mortgagor, a Wyoming non-profit corporation

By: Brad R Sutherland

Brad R Sutherland, President

ATTEST:

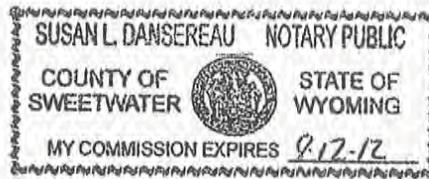
Jeffery Wilson

Jeffery Wilson, Secretary

The State of Wyoming)

: ss.

County of Sweetwater)



On this 1 day of August, 2011, before me personally appeared BRAD R SUTHERLAND, to me known, who, being by me duly sworn, did say that he is the President of GREEN RIVER FUTURES, INC., a Wyoming non-profit corporation, executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed of said corporation.

WITNESS my hand and official seal.

Susan L. Dansereau

Notary Public

My Commission Expires:

8.12.12

RELEASE OF REAL ESTATE MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS, that the CITY OF GREEN RIVER, WYOMING, a Wyoming municipal corporation, does hereby certify that a certain mortgage being dated the 29th day of July, 2011, made and executed by GREEN RIVER FUTURES, INC., a Wyoming non-profit corporation, as Mortgagor, in favor of the CITY OF GREEN RIVER, WYOMING, conveying certain real estate therein mentioned as security for the payment of Two Million Two Hundred Thousand and No/100 Dollars (\$2,200,000.00) as therein stated, which mortgage was recorded in the office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, State of Wyoming, on August 1, 2011, in Book 1186, at Page 1766, mortgaging the following described real estate in said County to-wit:

Lot Numbered Five (5) and the Westerly Ten (10) feet of Lot Numbered Four (4) in Block Numbered Fifteen (15) of the Original Town (now City) of Green River, Sweetwater County, Wyoming.

is, with the aforementioned debt, fully paid, satisfied, released and discharged; and in consideration thereof the said City of Green River hereby releases and quitclaims unto the said mortgagor the premises thereby conveyed and mortgaged.

THIS RELEASE is given upon the express condition that a Mortgage in the sum of \$400,000.00, given by the Mortgagor to the Mortgagee, mortgaging the premises above described, and being dated October 19, 2009, and recorded October 19, 2009, in Book 1153, at Page 338, in the office of the County Clerk and Ex-Officio Register of Deeds of Sweetwater County, State of Wyoming, shall be and remain in full force and effect and unaffected by the release of the \$2,200,000.00 mortgage referenced herein.

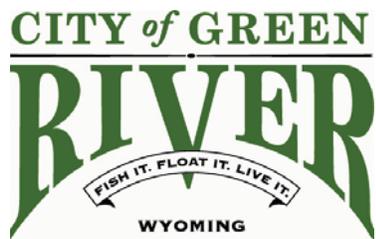
DATED this ____ day of December, 2011.

City of Green River, Wyoming, a Wyoming
Municipal corporation

By: _____
Hank Castillon, Mayor

ATTEST:

City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12-14-11	Submitting Department: Parks & Recreation
Meeting Date: 12-20-11	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject: Change Order to the SCI, Inc., contract to include a Load-out Chute for the Rodeo Arena.

Purpose Statement

To amend the SCI, Inc. contract in the amount of \$4,263.00 for a load-out chute at the Rodeo Arena; Capital Improvement 15-900-9215

Background/Alternatives

This is a Capital Improvement Project for the Rodeo Arena Improvements. During the planning stages, staff overlooked the need of a facility for the purpose of loading/unloading of livestock, particularly for large stock trailers.

Attachments

Rodeo Arena Drawing

Fiscal Impact

\$4,263.00

Staff Impact

Minimal

Legal Review

Not applicable

Recommendation

Staff recommends Council approve the change order to the SCI, Inc. contract in the amount of \$4,263.00 for a load-out chute at the Rodeo Arena; Capital Improvement 15-900-9215

Suggested Motion

I move to approve the change order to the SCI, Inc. contract in the amount of \$4,263.00 for a load-out chute at the Rodeo Arena; Capital Improvement 15-900-9215



SHEET
Notes

DRAWING NUMBER
8403

DRAWING BY
Ted Kyte

CUSTOMER
Green River Rodeo

LOCATION
Green River Wyoming

CREATION DATE
11/17/2011 7:18:49 AM

LAST REV DATE

2W

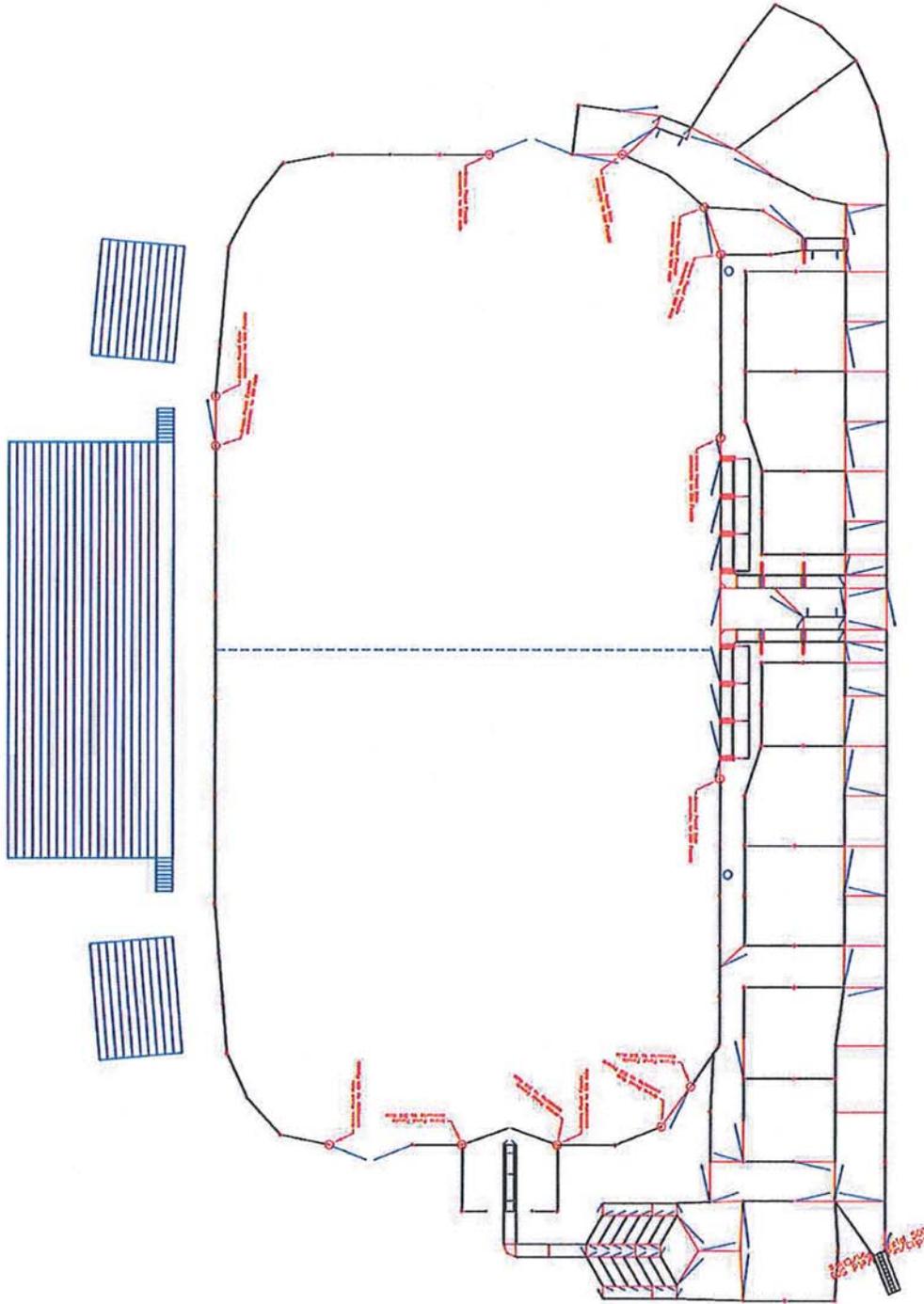
Livestock Equipment

P.O. Box 430
Nanton, Alberta
Canada T0L 1R0

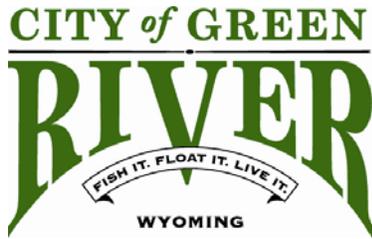
Ph. 403-646-2133
Fax 403-646-2136

EMail
sales@two-w.com

Web Page
www.two-w.com



NOTE: Drawings DO NOT represent the actual product.
They are for system layout properties only.



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12-14-11	Submitting Department: Parks & Recreation
Meeting Date: 12-20-11	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject: Request to approve a Contractor Manager at Risk firm for the Child Development Center Project – Capital Improvement Project 15-900-9216

Purpose Statement

To enter into an contract with Groathouse Construction as the Contractor Manager at Risk (CMAR) for the Child Development Center Project

Background/Alternatives

The Child Development Center Contractor Manager at Risk Selection Committee interviewed prospective CMAR's on December 14, 2011 and recommend entering into a contract with Groathouse Construction as the Contractor Manager at Risk.

Attachments

Request for Proposal from Groathouse Construction

Fiscal Impact

Amount of Proposal

Staff Impact

Minimal

Legal Review

Contract approval dependent on legal review

Recommendation

Staff recommends Council award the contract to Groathouse Construction to serve as the Contract Manager at Risk for the Child Development Center Project.

Suggested Motion

I move to award the contract to Groathouse Construction to serve as the Contract Manager at Risk for the Child Development Center Project - Capital Improvement Project 15-900-9216

Proposed Fees

Preconstruction Services: \$10,000 Lump Sum

Our preconstruction fee includes all costs associated with the *Negotiations / Preconstruction* Activities for the project. It also includes trips to the project site and all meetings required during preconstruction. In addition, we will hire local mechanical and electrical subcontractors as consultants and pay them for their efforts during this period. They are allowed to submit a bid for the project, but compete with other qualified contractors to provide the owner with the competition required. Groathouse Construction does not view preconstruction services fees as a profit center, we typically establish them to cover our costs during the construction period, but realize a profit for the project only if it continues into construction.

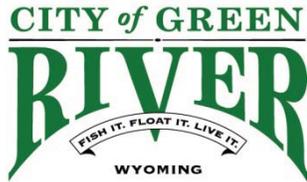
Reimbursable Cost Items: Printing/Shipping of the final contract documents for bidders. We encourage all bidders to use digital versions, but realize there is a need for hard copies for the Owner, Fire Marshall, Design Team, etc. On some projects, this is a reimbursable cost item for the Architect, and we are comfortable handling this either way the Team desires.

CMAR (Construction) Fee: 5%

This is our fee for the overall management of the project and includes all off-site overhead required by Groathouse Construction. It includes our profit and general operating expenses and is typically a percentage of the construction costs.

The general conditions and construction services fee are **included** within the GMP. We typically hold the preconstruction services amount out of the GMP as it is for a professional service and terminates at the execution of *Amendment No. One*; this establishes the GMP. Please keep in mind that with Groathouse Construction as your CMAR, if the final cost of the project, including contingency, is less than the GMP, 100% of the savings will be returned to the Owner. If the final cost of the project exceeds the GMP, 100% of the cost overrun will be the responsibility of Groathouse Construction.

Schedule for Construction: 8-10 Months from Notice to Proceed.



City Council Meeting Agenda Documentation

Preparation Date: 12/14/11	Submitting Department: Administration
Meeting Date: 12/20/11	Department Director: Barry Cook
	Presenter: Barry Cook

SUBJECT Marketing Agreement – Service Line Warranties of America (SLWA)

PURPOSE STATEMENT

Enter into a marketing agreement with Utility Service Partners’ Service Line Warranties of America who will offer affordable utility service line warranties to residents/property owners in Green River.

BACKGROUND - ALTERNATIVES

Our membership in the National League of Cities allows us to participate in their Service Line Warranty Program via a partnership with SLWA. The service line warranty program will be administered by SLWA and offered to Green River residents/property owners to help defray repair and maintenance costs to their water and sewer lines.

ATTACHMENTS

December 5, 2011 Marketing Agreement

FISCAL IMPACT

None

STAFF IMPACT

Cooperate with SLWA in their marketing efforts to City residents and property owners

LEGAL REVIEW

Pending

RECOMMENDATION

Approve the Marketing Agreement with Service Line Warranties of America (SLWA) subject to approval by legal counsel.

SUGGESTED MOTION

I MOVE to approve the Marketing Agreement with SLWA and authorize the Mayor to sign it on behalf of the City of Green River.

December 5, 2011

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

**RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America ("SLWA")**

Dear Mayor Castillon:

We have discussed entering into a marketing agreement between the City of Green River (the "City") and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA's understanding that, in consideration of SLWA offering its external sewer and external water line warranties (the "Warranties") at a 10% discount from its standard rates to the Residents (as defined below) the City has agreed to cooperate with SLWA in marketing SLWA's services to City's residents and homeowners (the "Residents") as described below:

1. City hereby grants to SLWA a non-exclusive license to use City's name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA shall offer the Warranties to the Residents at a rate that is 10% less than its standard rate for Warranties offered elsewhere.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA'S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.
4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies

SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact Bill Diones via email at bdiones@utilitysp.net or by phone at (303) 736-1159.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: Philip E. Riley, Jr.

Title: President & CEO

By: _____

Print Name: Brad H. Carmichael

Title: Vice President

Acknowledged and Agreed:

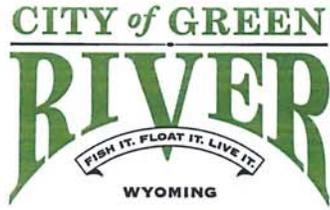
City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Green River, WY:

By: _____ Date: _____

Print Name: _____

Title: _____



City of Green River
 City Council Meeting
 Consent Agenda

Preparation Date: 11/28/2011	Submitting Departments: Community Development
Meeting Date: 12/20/2011	Department Directors: Laura Leigh
	Presenter: Consent Agenda Item

Subject: Acceptance of an addendum to the Agreement for Professional Services between Clarion Associates and the City of Green River for the Comprehensive Plan update project.

Purpose Statement:

Acceptance of Addendum 1 adding Federal consulting requirements to the Agreement for Professional Services between Clarion Associates and the City of Green River for the Comprehensive Plan update project as requested by the Wyoming Department of Transportation.

Background/Alternatives:

Kevin McCoy from the Wyoming Department of Transportation notified staff that since federal funds are being utilized for this project, it is mandatory that the proposed addendum be included in the Agreement for Professional Services.

Attachments:

Original Contract and Addendum

Fiscal Impact:

None

Staff Impact: N/A

Legal Review: N/A

Recommendation: Acceptance of the Addendum to the Agreement for Professional Services between Clarion Associates and the City of Green River for the Comprehensive Plan update project.

Suggested Motion: I move to approve the Addendum to the Agreement for Professional Services between Clarion Associates and the City of Green River for the Comprehensive Plan update project.

AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

CLARION ASSOCIATES of COLORADO LLC

City of Green River, Wyoming

BY: _____

BY: _____

Title: Vice President

Title:

Date: _____

Date: _____

EXHIBIT A - SCOPE OF WORK, BUDGET, AND SCHEDULE

Introduction

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

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

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

Task 1. Project Initiation

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

1.1. Project Startup

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

1.2. Public Participation Strategy

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

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

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

1.3. Project Website Content

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

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

1.4. Social Media Updates

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

1.5. Stakeholder Interviews

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

1.6. Advisory Committee #1

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

Task 2. Issues and Opportunities

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

2.1. Preliminary Issue Identification

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

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

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

2.2. Community Snapshot

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

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

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

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

2.3. Advisory Committee #2

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

2.4. Community Meeting #1

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

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

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

Task 3. Vision and Future Alternatives

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

3.1. Draft Vision and Goals

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

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

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

3.2. Alternatives for the Future

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

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

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

3.3. Prepare Transportation Analysis

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

3.4. Analysis of Alternatives

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

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

3.5. Advisory Committee #3

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

3.6. Community Meeting #2

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

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

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

Task 4. Policy Framework and Draft Master Plan

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

4.1. Draft Policy Framework

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

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

- History and Community Character

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

4.2. Advisory Committee #4

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

4.3. Preliminary Draft Master Plan

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

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

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

4.4. Implementation Strategies

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

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

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

4.5. Community Workshop/Open House #3

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

Task 5. Plan Adoption

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

5.1. Adoption Draft

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

5.2. Adoption Hearings

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

5.3. Final Master Plan

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

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

SCHEDULE, TASKS & COSTS

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

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

BUDGET

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

GENERAL PROVISIONS

The below General Provisions shall also apply to all subconsultants engaged by the Consultant.

SECTION A. ASSUMPTION OF RISK

The Consultant shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to comply with state or federal requirements. City of Green River shall notify the Consultant of any state or federal determination of noncompliance.

SECTION B. ENVIRONMENTAL POLICY ACTS

The Consultant agrees all activities under this Agreement will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

SECTION C. HUMAN TRAFFICKING

As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

SECTION D. KICKBACKS

The Consultant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Consultant breaches or violates this warranty, City of Green River may, at its discretion, terminate this Agreement without liability to City of Green River or deduct from the agreed upon price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

SECTION E. LIMITATIONS ON LOBBYING ACTIVITIES

By signing this Agreement, the Consultant certifies and agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by the Consultant or its

subconsultants in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

SECTION F. MONITORING ACTIVITIES

shall have the right to monitor all activities related to this Agreement that are performed by the Consultant or its subconsultants. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Agreement; and to observe personnel in every phase of performance of the related work.

SECTION G. NON-DISCRIMINATION

The Consultant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyoming Statute § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and/or any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

SECTION H. PROFESSIONAL REGISTRATION

The Consultant shall endorse, as required by law, plans and reports prepared under this Agreement, and shall affix thereto his or her seal of professional registration, showing that he or she is licensed to practice in the State of Wyoming.

SECTION I. PUBLICITY

Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant and related to the services and work to be performed under this Agreement, shall identify City of Green River, the Wyoming Department of Transportation (WYDOT) and/or [Federal Agency Name] as the sponsoring agency and shall not be released without prior written approval of City of Green River and WYDOT.

SECTION J. SUSPENSION AND DEBARMENT

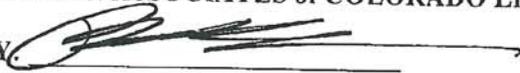
By signing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order

12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list at www.epls.gov. Further, the Consultant agrees to notify City of Green River by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

(In addition to the General Provisions listed above, additional provisions available from WYDOT shall be used in all consultant contracts which utilize Federal Transit Administration funding.)

CLARION ASSOCIATES of COLORADO LLC

City of Green River, Wyoming

BY:  _____

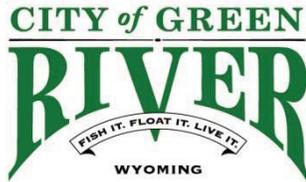
BY: _____

Title: Vice President

Title: _____

Date: 11/29/11 _____

Date: _____



City Council Meeting Agenda Documentation

Preparation Date:	Dec 8, 2011	Submitting Department:	Administration
Meeting Date:	Dec 20, 2011	Department Director:	Barry Cook
		Presenter:	Barry Cook

SUBJECT

Letter to the Federal Energy Regulatory Commission (FERC)

PURPOSE STATEMENT

A letter to the FERC in regards to seeking intervener status which would allow the City of Green River to obtain information throughout the course of the project.

BACKGROUND - ALTERNATIVES

ATTACHMENTS

See "FERC Letter - City of Green River" attachment

FISCAL IMPACT

n/a

STAFF IMPACT

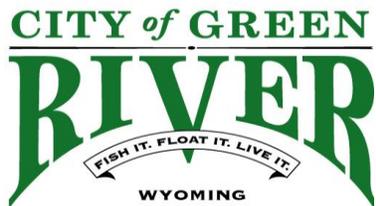
n/a

LEGAL REVIEW

RECOMMENDATION

SUGGESTED MOTION

CONSENT AGENDA



OFFICE OF THE MAYOR

50 E 2nd North Street Green River WY 82935
(307) 872-6136 admininfo@cityofgreenriver.org
www.cityofgreenriver.org

December 8, 2011

Hon. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: Wyco Power and Water Inc.'s Regional Watershed Supply Project (Project P-14263-000)

Dear Ms. Bose:

I'd like to thank the Commission on behalf of myself, the Green River City Council and the citizens of Green River for giving us this opportunity to comment on the above referenced Project for a preliminary permit that would remove water from the Green River basin by the use of hydropower development.

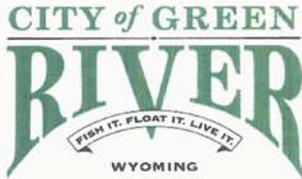
As Mayor of the City of Green River, I am responsible for the health, safety, and the economic well-being of the citizens who have entrusted me to serve their interests. The Regional Watershed Supply Project proposal will profoundly and negatively affect every citizen and business in this community. And as their Mayor, I am requesting intervener status with your Commission.

Section 101 (a) of the National Environmental Policy Act of 1969 states "...it is the continuing policy of the Federal Government, *in cooperation with State and local governments*, [emphasis added]...to create and maintain conditions in which man and nature can exist in productive harmony and fulfill the social, economic, and other requirements of present and future generations." Furthermore, Section 1506 (a) of Title 40 Protection of the Environment states that federal agencies must make diligent efforts to involve the public in implementing their NEPA processes.

I would like to thank you in advance for favorably considering us as intervener status during the formal process.

Regards,

Hank Castillon
Mayor



City Council Meeting
Agenda Documentation

Preparation Date:	12/12/11	Submitting Department:	Administration
Meeting Date:	12/20/11	Department Director:	Barry Cook
		Presenter:	Barry Cook

SUBJECT **Transfer City Vehicle to School District #2**

PURPOSE STATEMENT

Authorize the transfer of a City vehicle to Sweetwater County School District #2.

BACKGROUND - ALTERNATIVES

The City of Green River planned to auction off a 2001 Dodge Intrepid that is being replaced. The School District has requested that the City donate the vehicle to them to give to the seniors' parent group to use as a door prize at the graduation party at the Recreation Center.

ATTACHMENTS

Letter from Green River High School Principal Jason Fuss

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

Legal counsel has reviewed state statutes, and the transfer is legal.

RECOMMENDATION

Approve the School District #2 request for the donation of the vehicle.

SUGGESTED MOTION

I MOVE to authorize the donation of a 2001 white Dodge Intrepid 4-door sedan to Sweetwater County School District #2.

Green River High School

1615 Hitching Post Drive

Green River, Wyoming 82935

307-872-4747
Fax 307-872-4758

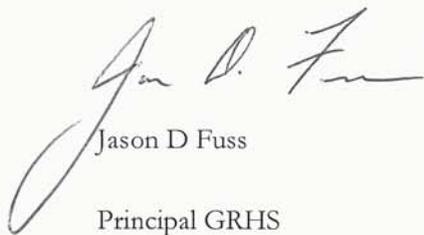
*Today's Education. Tomorrow's Success—
A Partnership in Lifelong Learning*

TO: BARRY COOK 
FROM: JASON D FUSS
SUBJECT: CITY VEHICLE
DATE: DECEMBER 1, 2011
CC: GHRS SENIOR PARENT GROUP

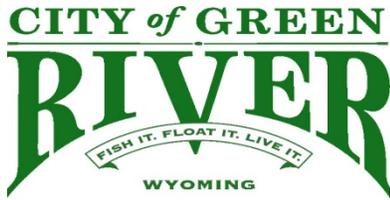


It has come to my attention that the City of Green River is holding an auction for some vehicles that are no longer of use to the city. I have been informed that the city may be able to donate a vehicle to the Senior Parent Group if requested by the district and approved by the City Council. I would like to take this opportunity to request that the City of Green River donate to the Senior Parent Group a 2001, white Dodge Intrepid, four door sedan, VIN2B3HD46R91H612927, which is being used by the Police Department. This vehicle will be auctioned within the next two months, after the replacement vehicle arrives. Lt. Chris Steffen and Lt. Burke Morin, both have stated that this vehicle is due to rotate and is of no value to the police department at this time.

Thank you,


Jason D Fuss
Principal GRHS





City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 12-14-11	Department: Community Development
Meeting Date: 12-20-11	Department Head: Laura Leigh
	Presenter: Consent Agenda

Subject:

Acceptance of a new Letter of Agreement for the construction of the subdivision improvements of River Cove Addition subdivision.

Purpose Statement:

Consideration of a new Letter of Agreement extending the deadline for the completion of subdivision improvements of River Cove Addition subdivision to June 30, 2012.

Background/Alternatives:

The Governing Body approved the Final Plat for the River Cove Addition, on September 6, 2011. Part of the acceptance of the Final Plat was a Letter of Agreement stating that the subdivision improvements would be completed by December 1, 2011. The subdivision ordinance allows twenty four months for the completion of the subdivision improvements. The subdivider has provided a new Letter of Agreement that will extend the deadline to June 30, 2012, which is still within the required time frame established by ordinance.

Attachments:

1. Letter of Agreement dated December 1, 2011.

Fiscal Impact:

None

Staff Impact:

Minimal

Legal Review:

Pending legal review.

Recommendation:

Staff recommends approval of the new Letter of Agreement extending the deadline for the completion of the River Cove Addition subdivision improvements to June 30, 2012.

Suggested Motion:

I MOVE to approve the new Letter of Agreement extending the deadline for the completion of the River Cove Addition subdivision improvements to June 30, 2012.

LETTER OF AGREEMENT

By: Four Whatever, Inc.
To: City of Green River Community Development

Dated December 1, 2011

In consideration of the approval by the City of Green River Governing Body of the subdivision plat of the River Cove Addition, Four Whatever, Inc., agrees that it will complete all public improvements as reflected on the plat, in accordance with the Subdivision Regulations of the City of Green River and as shown on the construction drawings and cost estimate as previously approved by the City Engineer on August 31, 2011.

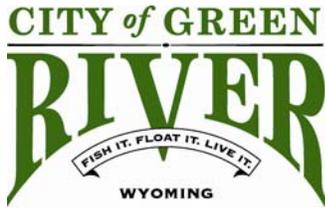
It was originally contemplated that the improvements would be constructed by December 1, 2011. Due to winter conditions and the end of the construction season it is agreed that the improvements will be constructed on or before June 30, 2012.

Four Whatever, Inc.

David Palmer, President

Accepted by the City of Green River

Hank Castillon, Mayor
City of Green River, Wyoming.



City of Green River City Council Meeting Agenda Documentation

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

Subject: Sale of Surplus Property

PURPOSE STATEMENT

To award the bid of surplus property that has been offered for sale.

BACKGROUND/ALTERNATIVES

The Fire Department recently replaced their High Pressure Breathing Air Compressor and Storage System and declared their old equipment as surplus. We have offered this equipment for sale with a minimum bid required of \$5,000.00. Only one bid was received from OCI Safety Department in the amount of \$5,000.01

ATTACHMENT

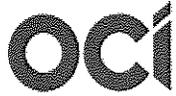
Bid submitted from OCI.

RECOMMENDATION

Staff recommendation is to sell this piece of equipment to OCI Safety Department.

SUGGESTED MOTION

I move to accept the bid from OCI Safety Department in the amount of \$5,000.01 for the purchase of the High Pressure Breathing Air Compressor and Storage System.



Safety Department

PO Box 513
Green River, WY 82935

Date: December 13, 2011

To: Trish Mansfield
Purchasing/payroll supervisor
City of Green River
50 East 2nd North
Green River, WY 82935

OCI OF WYOMING would like to submit a bid for the Bauer Breathing Air Compressor and 3500 psi air storage bottles, Model #FS17, Serial #6770, Compressor #85/0491/06/01 in the amount of \$5,000.01 (Five Thousand Dollars and One Cent).

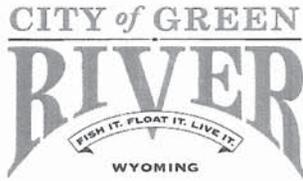
Thank You for your consideration,

Neil Malicoat
Safety Specialist
Phone: (307)-872-7202
nmalicoat@ocichemical.com

Gary Gomez
Safety Superintendent
Phone: (307)-872-7252
ggomez@ocichemical.com

A handwritten signature in cursive script, appearing to read 'Neil Malicoat', written in dark ink.

A handwritten signature in cursive script, appearing to read 'Gary Gomez', written in dark ink.



City Council Meeting Agenda Documentation

Preparation Date:	12/14/11	Submitting Department:	Administration
Meeting Date:	12/20/11	Department Director:	Barry Cook
		Presenter:	Barry Cook
CONSENT AGENDA			

SUBJECT **Contract for Services – Paleontological Survey**

PURPOSE STATEMENT

Enter into an agreement with Melissa Connely for paleontological services to conduct the BLM-required field survey report on Sections 10 and 12 located west of Green River.

BACKGROUND - ALTERNATIVES

An August 31, 2011 letter from the Bureau of Land Management (BLM) notified the City that a paleontological field survey is required on Sections 10 and 12 before they can complete their analysis to process the proposed sale of those Sections to the City of Green River.

ATTACHMENTS

- August 31, 2011 BLM letter
- Map of BLM Sections 10 & 12
- Melissa Connely letter of proposal

FISCAL IMPACT

\$2,500

STAFF IMPACT

Work with Melissa Connely in order to meet the Bureau of Land Management’s requirements

LEGAL REVIEW

Final contract subject to review by legal counsel

RECOMMENDATION

Enter into an agreement with Melissa Connely to conduct the paleontological field survey on BLM Sections 10 & 12 west of Green River.

SUGGESTED MOTION

I MOVE to enter into an agreement with Melissa Connely to conduct a paleontological field survey on BLM Sections 10 & 12 subject to a final contract approved by legal counsel and signed by the Mayor.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

High Desert District
Rock Springs Field Office
280 Highway 191 North
Rock Springs, Wyoming 82901

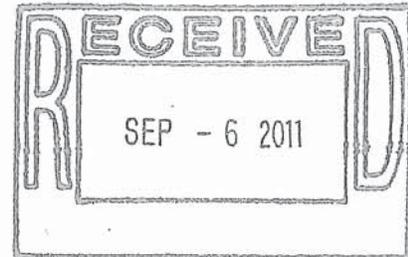


In Reply Refer To:
2710 (WYD04)
WYW167526

AUG 31 2011

CERTIFIED - 7010 3090 0000 3191 3782 - RETURN RECEIPT REQUESTED *BM*

Mayor Castillion
City of Green River
50 East 2nd North
Green River, Wyoming 82935



Re: Proposed Sale

Dear Mayor Castillion:

On May 12, 2011, the Bureau of Land Management (BLM) Rock Springs Field Office received the revised proposal from the City of Green River for a proposed sale of public lands.

After reviewing the public lands involved, it has been determined that a pre-surface disturbance paleontological field survey report must be conducted by a BLM permitted paleontologist in order to complete the analysis required to process the proposed sale.

It is important that you retain a qualified paleontological consultant to initiate the investigation. Please contact our geologist to obtain a field work authorization. All reports prepared for the paleontological records search and field survey must be submitted to:

Dan Thomas, Geologist
BLM Rock Springs Field Office
280 Highway 191 North
Rock Springs, Wyoming 82901

If you have any questions concerning the paleontology survey, please contact Dan Thomas at (307) 352-0308.

If you have any questions concerning this request, you may contact Patricia Hamilton at 307-352-0334 or Jennifer Whyte at 307-775-6232. Please refer to the assigned case number, WYW167526, in future correspondence.

Sincerely,

Joanna Nara-Kloepper
Acting Assistant Field Manager
Minerals and Lands

Barry Cook
City Administrator

50 E 2nd North Street
Green River WY 82935

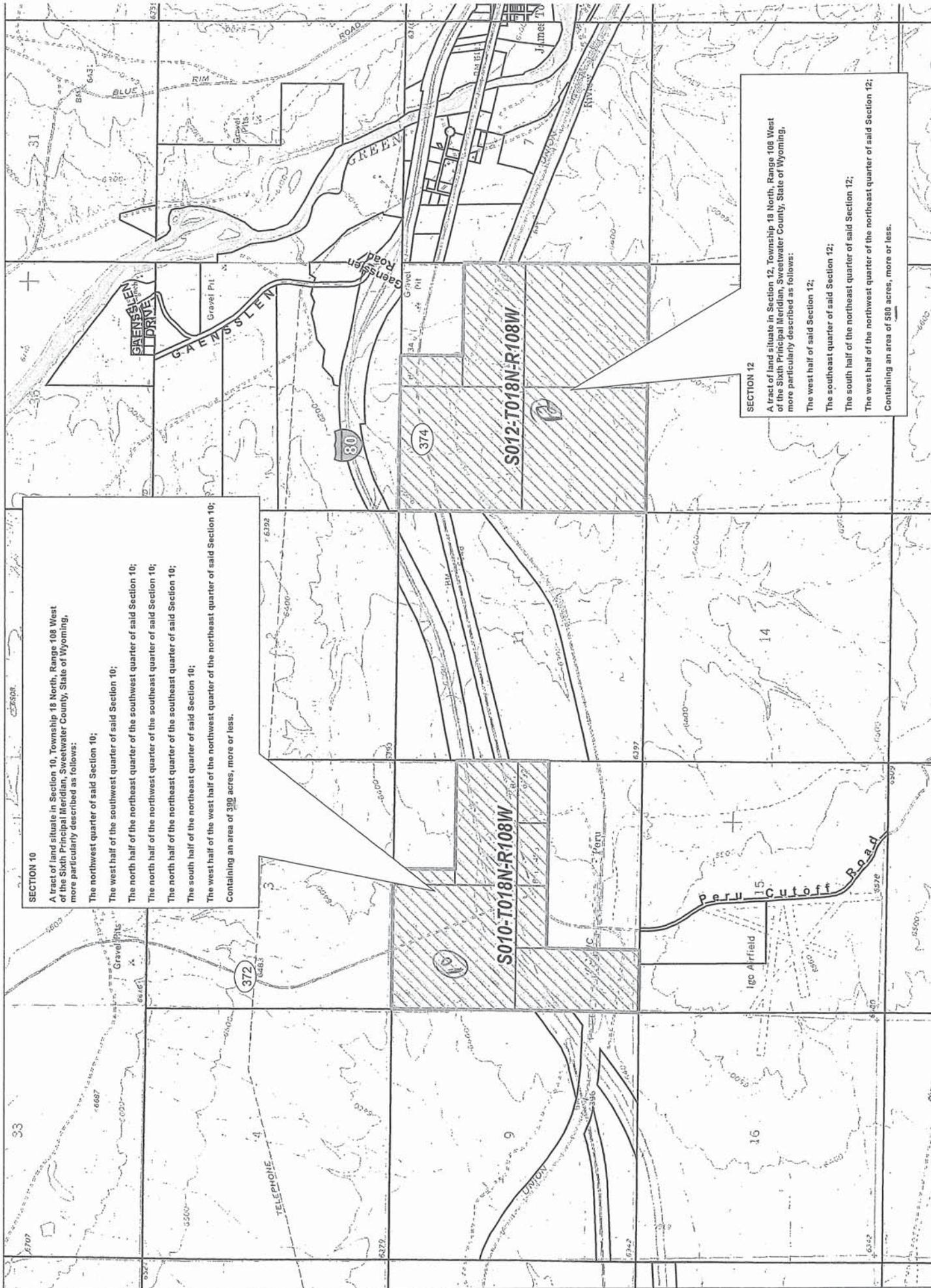
Office 307-872-0554
Fax 307-872-0566

BCook@cityofgreenriver.org
www.cityofgreenriver.org



EXHIBIT "A" Proposed Land Acquisition - Revised Proposal

Portions of BLM Sections 10 & 12, T18N-R108W - Sweetwater County, Wyoming



SECTION 10

A tract of land situate in Section 10, Township 18 North, Range 108 West of the Sixth Principal Meridian, Sweetwater County, State of Wyoming, more particularly described as follows:

- The northwest quarter of said Section 10;
- The west half of the southwest quarter of said Section 10;
- The north half of the northeast quarter of the southwest quarter of said Section 10;
- The north half of the northwest quarter of the southeast quarter of said Section 10;
- The north half of the northeast quarter of the southeast quarter of said Section 10;
- The south half of the northeast quarter of said Section 10;
- The west half of the west half of the northwest quarter of the northeast quarter of said Section 10;

Containing an area of 399 acres, more or less.

SECTION 12

A tract of land situate in Section 12, Township 18 North, Range 108 West of the Sixth Principal Meridian, Sweetwater County, State of Wyoming, more particularly described as follows:

- The west half of said Section 12;
- The southeast quarter of said Section 12;
- The south half of the northeast quarter of said Section 12;
- The west half of the northwest quarter of the northeast quarter of said Section 12;

Containing an area of 580 acres, more or less.

December 1, 2011

Barry Cook

City of Green River

Subject: Paleo Survey, 2 BLM sections

Barry,

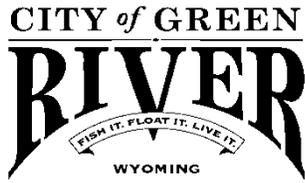
Thanks for contacting me regarding a paleo survey on two BLM sections west of Green River, WY. I have looked at the area briefly and looked at the information you gave me. The site is easy to locate and access does not seem to be an issue. I believe the actual pedestrian survey should take a short amount of time to complete. The only concern is the weather. It is important that the ground be clear of snow or heavy rain during the time of the survey. Although I believe I can do the survey in the next month or so, I cannot guarantee completion until June 30th, 2012.

It is my estimate that the cost of the project will be \$2,500. This will include transportation, lodging, and the report. It does not include any collecting or related fees. However, due to the nature of the survey, I will not collect any material unless the specimen is extremely rare and is in danger of being destroyed. If additional time is needed for the project and will go beyond the projected cost, I will contact you for authorization.

Please let me know if you have any questions. I look forward to working with you.

Sincerely,

Melissa Connely



City of Green River City Council Meeting Agenda Documentation

Preparation Date: December 14, 2011	Department: Public Works
Meeting Date: December 20, 2011	Department Head: Mike Nelson
	Presenter: Mike Nelson

Subject: USDA Rural Development Utilities Programs Solid Waste Management Grant

Purpose Statement: The Solid Waste Division will provide technical assistance for management of Solid Waste with an emphasis on recycling through outreach to include hands on training and education to rural areas throughout Southwest Wyoming and Northeast Utah. The Division will provide program instruction, equipment assistance and provide educational video under the issuances of this grant.

Background/Alternatives: Generally the City’s intention will be to create a regional recycling initiative by coordinating programs to include Southwest Wyoming and Northeast Utah through cost effective, environmental health and safety focused programs that benefit all. By coordinating recyclable material through Green River’s recycling hub from outlying areas and providing technical assistance, this will allow an opportunity for rural communities to enhance recycling, get the materials to the manufacturers; create environmental impacts by reducing the solid waste stream, while participating in the request of legislation.

Communities working together can create:

1. Better Programs
2. More Programs
3. Cleaner “greener” sustainable communities
4. Better life for generations to come

Attachments: None

Fiscal Impact: None

Staff Impact: Minimal

Legal Review: None

Recommendation: Approval of the Solid Waste Division submitting a grant application through the USDA Rural Development Utilities Programs

Suggested Motion: “I move to approve the Solid Waste Division submittal of a grant application through the USDA Rural Development Utilities Programs.”