

NATIONAL MENTORING MONTH PROCLAMATION

WHEREAS, the City of Green River recognizes the need to increase public awareness of the importance of youth mentoring and the benefits it offers to youth in our community; and

WHEREAS, the YWCA Big Brothers Big Sisters Program gives adults an opportunity to do their part to strengthen our nation by providing youth with long-term quality mentoring that is proven to help them reach their full potential; and

WHEREAS, research has shown that youth engaged in one-to-one, professionally supported mentoring programs, like the YWCA Big Brothers Big Sisters, are more likely to make positive choices in their lives and stay on track for their future; and

WHEREAS, we as community leaders recognize the value that mentors have in building a strong and sustainable community; and

WHEREAS, in Green River there are many young people who benefit from the mentoring movement:

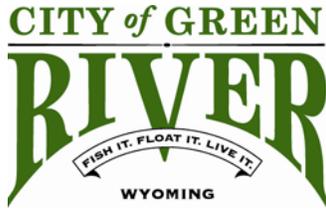
NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby declare January 2012 as

NATIONAL MENTORING MONTH

in Green River, and call upon all citizens, businesses, public and private agencies, as well as religious and educational institutions, to join the mentoring movement and be a part of the YWCA Big Brothers Big Sisters Program.

IN WITNESS WHEREOF I have hereunto set my hand this 3rd day of January, 2012.

MAYOR HANK CASTILLON



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: 12/28/11	Submitting Department: Community Development
Meeting Date: 1/3/2012	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 & December 20, 2011

Attachments: Alternative Energy Ordinance

Fiscal Impact: NA

Staff Impact: NA

Legal Review: Pending

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

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

ORDINANCE NO 12-_____

AN ORDINANCE CREATING CHAPTER 15 TO APPENDIX B - ZONING OF GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, REGULATING ALTERNATIVE ENERGY GENERATING SYSTEMS.

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

Section 1: That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 15-1 to Appendix B – Zoning, which section reads as follows:

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.

Section 2: That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 15-2 to Appendix B – Zoning, which section reads as follows:

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.

Section 3: That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 15-3 to Appendix B – Zoning, which section reads as follows:

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.

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

Hank Castillon, Mayor

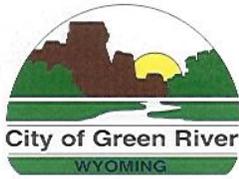
ATTEST:

Jeffrey V. Nieters, City Clerk

First Reading:

Second Reading:

Third Reading:



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 11-23-11	Department: Police Department
Meeting Date: 1-03-12	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 Third Read – clean copy.

Fiscal Impact:

None at this point.

Staff Impact:

Same as above.

Legal Review:

Already approved by Legal Review.

Recommendation:

Pass on Third Reading.

Suggested Motion:

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

ORDINANCE NO. 12-02

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

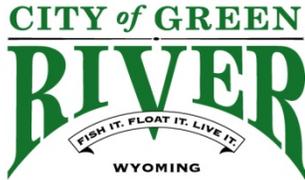
PASSED, ADOPTED AND APPROVED this 3rd day of January, 2012.

H. Castillon, Mayor

ATTEST:

Jeffrey V. Nieters, City Clerk

First Reading: December 6, 2011
Second Reading: December 20, 2011
Third Reading: January 3, 2012



City Council Meeting Agenda Documentation

Preparation Date: 12/15/11	Submitting Department: Legislative
Meeting Date: 1/03/12	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

SUBJECT ADOPTION OF UPDATED STRATEGIC PLAN

PURPOSE STATEMENT

Adopt by Resolution the updated Strategic Plan.

BACKGROUND - ALTERNATIVES

A strategic planning Citizen Summit was held in April 2011 and the Governing Body met with consultant Lyle Sumek in August 2011 to update the City's 2011-2016-2026 Strategic Plan.

ATTACHMENTS

Section V - Action Agenda 2011-12 from the updated 2011 Strategic Plan Leader's Guide Resolution

FISCAL IMPACT

N/A

STAFF IMPACT

Execution of the Plan to be carried out by staff in conjunction with the Governing Body.

LEGAL REVIEW

N/A

RECOMMENDATION

Adopt by Resolution the updated Strategic Plan.

SUGGESTED MOTION

I MOVE to adopt the updated 2011-2016-2026 Strategic Plan by the Resolution presented.

SECTION V

CITY OF GREEN RIVER ACTION AGENDA 2011 – 2012

City of Green River Policy Agenda 2011 – 2012

TOP PRIORITY

**Train Depot
Street Rehabilitation and Replacement Program
URA: Direction
River Corridor
City Facilities/Buildings Maintenance**

HIGH PRIORITY

**Impact Fee Study
Community Events
Workforce Analysis
Water Master Plan: Phase II
Police Staffing
Splash Park: Expansion
Branding Study: Next Steps**

City of Green River Policy Agenda 2011 – 2012

POLICY ACTIONS	PRIORITY	
	Top	High
1. Train Depot <ul style="list-style-type: none"> • Use • Direction • City Role 	7	-
2. Street Rehabilitation and Replacement Program <ul style="list-style-type: none"> • Policy Direction • Funding 	6	-
3. URA: Direction <ul style="list-style-type: none"> • Direction on Public – Private Partnerships • Purposes • Incentives 	4	-
4. River Corridor <ul style="list-style-type: none"> • Next Steps • Direction: Land Acquisition 	4	-
5. City Facilities/Buildings Maintenance <ul style="list-style-type: none"> • Definition: Service Level • Plan • Funding 	4	-
6. Impact Fee Study <ul style="list-style-type: none"> • Completion • Direction 	2	5
7. Community Events <ul style="list-style-type: none"> • Analysis • Policy Direction • Funding Criteria • Funding Level 	2	5
8. Workforce Analysis <ul style="list-style-type: none"> • Completion • Recommendations • Actions 	2	5

9.	Water Master Plan: Phase II <ul style="list-style-type: none"> • Funding 	0	5
10.	Police Staffing <ul style="list-style-type: none"> • Evaluation • Direction • Funding 	3	4
11.	Splash Park: Expansion <ul style="list-style-type: none"> • Analysis • Direction • Funding 	3	4
12.	Branding Study: Next Steps <ul style="list-style-type: none"> • Actions • Funding 	1	3
13.	Viaduct Pedestrian Overpass: Phase II <ul style="list-style-type: none"> • Funding 	3	3
14.	Overall Tourism Plan <ul style="list-style-type: none"> • Definition: Goals • Development • Direction 	3	3
15.	BLM Section 10 and Section 12 <ul style="list-style-type: none"> • Environment Assessment Report • Federal Register • Direction: Acquisition • Funding 	3	2
16.	Street Obstructions and Parking Ordinances <ul style="list-style-type: none"> • Direction 	2	2
17.	Alternative Energy Ordinance <ul style="list-style-type: none"> • Completion • Adoption 	0	3
18.	Water Diversion Advocacy <ul style="list-style-type: none"> • Update Reports 	0	2
19.	Recreation Center: Expansion <ul style="list-style-type: none"> • Study Review • Direction • Funding 	0	0

City of Green River Management Agenda 2011-2012

TOP PRIORITY

Police Facility
New Subdivisions (River Cove, Jackman)
2nd South Street: Old Water Treatment Plant Site Clean Up
Comprehensive Plan

HIGH PRIORITY

Wayfinding Signs
Depot: Youth Center/Community Center
Hiring Freeze
Alternative Route: Green River – Rock Springs
ISO Rating: 3

City of Green River Management Agenda 2011 – 2012

MANAGEMENT ACTIONS	PRIORITY	
	Top	High
1. Police Facility <ul style="list-style-type: none"> • Grant Funding • Construction 	6	-
2. New Subdivisions (River Cove, Jackman)	4	-
3. 2 nd South Street: Old Water Treatment Plant Site Clean Up	4	-
4. Comprehensive Plan <ul style="list-style-type: none"> • Completion • Review • Adoption 	4	-
5. Wayfinding Signs <ul style="list-style-type: none"> • Plan • Design • Funding 	3	6
6. Depot: Youth Center/Community Center <ul style="list-style-type: none"> • Direction • Funding 	2	6
7. Hiring Freeze <ul style="list-style-type: none"> • Evaluation • Direction 	3	5
8. Alternative Route: Green River – Rock Springs <ul style="list-style-type: none"> • Decision: Local Funding, Federal Funding • EIS 	2	5
9. ISO Rating: 3 <ul style="list-style-type: none"> • Re-Rating Commitment • Preparation 	1	4
10. Zoning Ordinance <ul style="list-style-type: none"> • Completion • Adoption 	2	3

<p>11. Subdivision Ordinance: Revision (including PUD)</p> <ul style="list-style-type: none"> • Completion • Adoption 	<p>2</p>	<p>2</p>
<p>12. Long-Term Financial Plan with Projections</p>	<p>2</p>	<p>2</p>
<p>13. Gateway to Flaming Gorge</p> <ul style="list-style-type: none"> • Definition • Marketing Tools 	<p>1</p>	<p>2</p>

Management in Progress 2011 – 2012

- 1. Tree Inventory**
 - **Completion**
 - **Recommendation**
 - **Actions/Funding**
- 2. Organization Culture and Core Beliefs Strategy**
- 3. New Accounting System: Implementation**
- 4. Budget System Revision**
 - **Format**
 - **Process**
- 5. Financial Information and Reporting System**
- 6. Joint Rock Springs/Solid Waste 1 Recycling Agreement**
 - **Recycling Agreement**
 - **Decision**
- 7. Fleet Management and Replacement Program**
 - **Goals**
 - **Criteria for Replacement**
 - **Funding**
- 8. Class A Fire Pumps (2)**
 - **Complete Purchase**

- 9. High School Rodeo Competition**
- 10. Code Enforcement Program/Property Maintenance Code**
 - Implementation**
 - Reports on Activities/Results**

Major Projects 2011 – 2012

- 1. Water Master Plan: Phase I Projects**
- 2. Sewer Project: Electric Edition Subdivision**
- 3. Road Maintenance Projects**
 - A. New Mexico**
 - B. South Center**
 - C. 4th/3rd South**
- 4. Parking Lots**
 - A. Pavilion/Island**
 - B. Visitor Center**
- 5. Expedition Island Pavilion Project**
 - Roof Replacement**
- 6. Railroad Parking Lot and Wrought Iron Fence Project**
- 7. City Buildings Energy Efficiency Lighting Project**
- 8. Visitor Center**
 - Completion**
 - Parking Lot**
- 9. School Zone Flashing Lights
Completion**
- 10. Child Development Center Building Project**
- 11. Killdeer Wetlands Project**

Resolution No. R12-___

A RESOLUTION ADOPTING THE 2011-2016-2026 STRATEGIC PLAN FOR THE CITY OF GREEN RIVER, WYOMING.

WHEREAS, the Governing Body of the City of Green River, Wyoming, has selected a five-year plan to realize their vision with achievable goals as defined in the updated Strategic Plan which specifically identifies 2011-12 Policy and Management agendas, Management in Progress, and Major Projects.

WHEREAS, the 2026 Vision for Green River is: “An attractive well planned city with an active downtown and riverfront, and preferred residential neighborhoods in the region. Our city is a family community with great choices for recreation.”

WHEREAS, the Mission of the City of Green River is: “to provide the highest quality municipal services and highest quality city infrastructure and facilities in a customer friendly and financially responsible manner.”

WHEREAS, the Governing Body determined their Policy Agenda for 2011-2012 to be:

Top Priorities:

1. Train Depot
2. Street Rehabilitation and Replacement Program
3. URA: Direction
4. River Corridor
5. City Facilities/Buildings Maintenance

High Priorities:

1. Impact Fee Study
2. Community Events
3. Workforce Analysis
4. Water Master Plan: Phase II
5. Police Staffing
6. Splash Park: Expansion
7. Branding Study: Next Steps

WHEREAS, the City Management team set their Agenda for 2011-2012 to be:

Top Priorities:

1. Police Facility
2. New Subdivisions (River Cove, Jackman)
3. 2nd South Street: Old Water Treatment Plant Site Clean Up
4. Comprehensive Plan

High Priorities:

1. Wayfinding Signs
2. Depot: Youth Center/Community Center
3. Hiring Freeze
4. Alternative Route: Green River – Rock Springs
5. ISO Rating: 3

WHEREAS, the City of Green River Goals for 2011-2016 are:

1. Upgrade City Infrastructure with Capacity for Growth
2. Create a Vibrant Downtown and Riverfront
3. Plan and Prepare for Quality Growth
4. Improve Facilities and Services
5. Expand Green River as a Tourist Destination
6. Enhance Quality of Resident's Lives

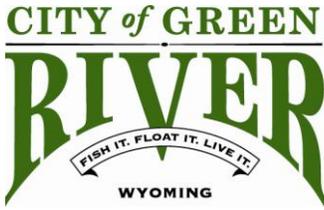
NOW, THEREFORE BE IT RESOLVED THAT THE GOVERNING BODY WILL FOCUS ON THE STRATEGIC PLAN VISION, MISSION, AND GOALS AS WELL AS THE 2011-12 ACTION AGENDA, AND DIRECT THE CITY ADMINISTRATOR AND CITY CLERK TO BUDGET ACCORDINGLY.

PASSED, APPROVED AND ADOPTED THIS 3RD DAY OF January, 2012.

H. Castillon, Mayor

ATTEST:

Jeffrey V. Nieters, City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12/01/11	Submitting Department: Finance
Meeting Date: 01/03/12	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

SUBJECT: Bank Depositories Applications Resolution

PURPOSE STATEMENT

The purpose of this request is to fulfill the investment Statute of the State of Wyoming requiring all financial institutions to file with the City bank applications and resolutions for the coming year.

BACKGROUND/ALTERNATIVES

Financial institutions must file an application once a year with the Finance Officer/Treasurer including a certified copy of the resolution adopted by the board of directors of the banking institution as established by Section 9-4-806 of the Wyoming State Statutes.

ATTACHMENTS

Resolution

FISCAL IMPACT

None

STAFF IMPACT

None

LEGAL REVIEW

None

RECOMMENDATION

Staff recommends that council approve this request.

SUGGESTED MOTION: I move to approve the resolution to establish and officially designating Bank of the West and US Bank National Association as bank depositories for the purpose of earning a secured rate of return for the City of Green River.

RESOLUTION NO. R12-_____

A RESOLUTION ESTABLISHING AND OFFICIALLY DESIGNATING BANK DEPOSITORIES FOR THE PURPOSE OF EARNING A SECURED RATE OF RETURN FOR THE CITY OF GREEN RIVER.

WHEREAS, Official depositories will:

- a) File an application once a year with the Director of Finance/City Clerk/Treasurer including a certified copy of the resolution adopted by the board of directors of the banking institution as established by Section 9-4-806 of the Wyoming State Statutes.
- b) Each depository must furnish the Director of Finance/City Clerk/Treasurer with a quarterly financial condition report.

WHEREAS, the official depositories are:

- Bank of the West
- US Bank National Association

WHEREAS, the City of Green River shall accept as security for the City's deposits U.S. Treasury Bills, Notes and Bonds, and agencies for the U.S. Government or General Obligation Bonds for the State of Wyoming or a political subdivision and all debt instruments of the City of Green River;

WHEREAS, all securities pledged shall have a fair market value equal to or exceeding 110% of the deposits including accrued interest held by the banking institution;

WHEREAS, safekeeping receipts or joint custody receipts must meet State of Wyoming requirements and be issued to the City of Green river;

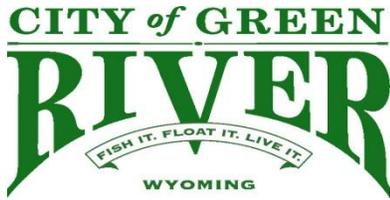
WHEREAS, all securities or joint receipts must be in the name of the City of Green River.

NOW, THEREFORE, be it resolved that the City Administrator and the Director of Finance/City Clerk/Treasurer are hereby authorized to deposit and secure funds in the above depositories.

PASSED, APPROVED AND ADOPTED THIS _____ DAY OF _____, 2012.

Signed: _____
H. Castillon, Mayor

Attest: _____
Jeffrey V. Nieters, City Clerk



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 12-20-11	Department: Community Development
Meeting Date: 1-3-12	Department Head: Laura Hansen
	Presenter: Laura Hansen

Subject:

A resolution authorizing the Governing Body of the City of Green River, Wyoming to enter into a service agreement with Mayfield Creative to design a wayfinding signage system.

Purpose Statement:

To consider approval of a resolution authorizing the Governing Body of the City of Green River, Wyoming to enter into a service agreement with Mayfield Creative to Design a wayfinding signage system.

Background/Alternatives:

Navigating Green River is relatively simple for locals but visitors don't have an easy system of reference for getting around town. The proposed wayfinding system will be a network of strategically placed signs designed to help Green River's visitors in their arrival to the city and direct them to their destination. A wayfinding sign program is an excellent way to direct people to the City's amenities and services, assisting both pedestrians and motorists throughout their journey. Additionally, a comprehensive, well placed system of signs will further establish the City's identity and give a sense of arrival in a significant place.

Attachments:

1. Agreement for Services
2. Resolution

Fiscal Impact:

\$34,999/One Time Fee

Staff Impact:

Minimal – the wayfinding signage committee will provide input to the consultant as needed.

Legal Review:

Complete

Recommendation:

Staff recommends approval of a resolution authorizing the Governing Body of the City of Green River, Wyoming to enter into a service agreement with Mayfield Creative to design a wayfinding signage system.

Suggested Motion:

I MOVE to approve a resolution authorizing the Governing Body of the City of Green River, Wyoming to enter into a service agreement with Mayfield Creative to design a wayfinding signage system.



Agreement for Services

This Agreement is made and entered into this _____ day of _____, 2011, by and between the City of Green River and Mayfield Creative to design a wayfinding signage system to bring visitors to and throughout Green River, Wyoming. The signage system is being developed as a tool to increase economic development, visitation and visitor spending in Green River.

Scope of Services

PHASE 1 – PLANNING

A. Research (January/February 2012)

- Review previous plans and studies
- Review applicable regulations
- Interview and/or survey representative front-line staff and stakeholders
- On-Site Visit (Research)
 - Informal interviews with representative staff and stakeholders
 - Meet with steering group
 - Identify definable destinations
 - Identify vehicular and pedestrian decision points
 - Analyze traffic flow, traffic speed and planned roadway improvements
 - Review and photograph/geo-tag existing conditions and in-place wayfinding devices
 - Identify and photograph proposed sign, kiosk and gateway locations

B. Strategy (February/March 2012)

- Develop preliminary system framework
- Establish signage types
- Identify proposed sign, kiosk and gateway locations
- Establish design criteria
- Define messaging concepts
- Create online, interactive map with sign locations
- Create password-protected project website
- Submittal #1: Planning Summary
 - Meet with steering group to discuss Submittal #1 (teleconference)

PHASE 2 – DESIGN (March/April 2012)

- Generate concepts based on approved strategy and program
- Provide probable implementation costs
- Update online, interactive map
- Submittal #2: Design Summary



- On-Site Visit
Presentation of Design Summary to steering committee
- Work with local WDOT representative
- Revisions to concepts and program
- Develop approved concept into all sign types

PHASE 3: DOCUMENTATION (May 2012)

- Submittal #3: Bid Documents (draft)
 - a. Design Intent Document
 - Scaled drawings of all sign types
 - General Specifications
 - Colors and finishes schedule
 - b. Message schedule
 - Proposed messages
 - Quantities
 - Phased Recommendations
 - c. Sign location plans
- Submittal #4: Final Bid Documents & Production-Ready Art
(uploaded to project website page)

On-Site Visits

- Multi-day assessment including interviews/meetings with stakeholders
- Presentation of Design Concepts

Project Resources

- On-line, Interactive Map
- Password protected project website page

Deliverables

- Submittal 1: Planning Summary
- Submittal 2: Design Summary
- Submittal 3: Bid Documents (draft)
- Submittal 4: Final Bid Documents & Production Art

Potential Sign Types

- Gateways
- Vehicular Directionals
- Parking area Directionals
- Pedestrian Directionals
- Facility Identification



MAYFIELD CREATIVE

- Parking Area Identification
- Information Kiosks
- Street Banners
- Regulatory Signs

PROJECT MANAGEMENT

Mayfield Creative will manage the project and perform the on-site work. Strategic partners will work on the project under Todd Mayfield's direction as necessary.

INDEPENDENT CONTRACTOR

It is specifically understood and agreed that in the making and performance of this Agreement, Mayfield Creative and any strategic partners are independent contractors and will not be employees, agents or servants of the City of Green River. Mayfield Creative assumes all liability and obligations with respect to its employees.

TIMELINE

Work shall begin within thirty days of receiving the executed contract, and proceed according to a mutually agreed upon timeline. All services to be provided by Mayfield Creative, as defined within the Scope of Services, will be completed no later than 180 days after execution of the contract unless otherwise agreed upon by the parties.

CONFIDENTIAL INFORMATION

All data, documents and other property generated in the course of and for project use will remain the property of the City of Green River. Mayfield Creative agrees that such property will be used solely for the purpose of performing the Services. Mayfield Creative will be responsible for the safekeeping of such property and, if the City of Green River so requests, Mayfield Creative will sign and deliver a written, itemized receipt. Upon conclusion of the Services, all such property will be returned to the City of Green River. Any confidential information concerning the City of Green River, which is so designated upon disclosure to Mayfield Creative, will be maintained in confidence by Mayfield Creative. Ideas that are not accepted remain the property of Mayfield Creative and may not be used by the City of Green River in the future course of other assignments.

COMPLIANCE WITH LAW

Mayfield Creative agrees to comply with all applicable federal state and local laws and regulations. Mayfield Creative will not discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, or political affiliation.

TERM

The term of this Agreement shall be for a period of 180 days, unless terminated earlier or extended as herein provided.



SCOPE OF SERVICES PAYMENT

Mayfield Creative agrees to perform for the City of Green River the services described in the Scope of Services and all obligations, duties, responsibilities and requirements for the successful completion of the services specified, including the furnishing by Mayfield Creative of all supervision, labor, material and other supplies in accordance with the terms and conditions set forth herein (Services). The City of Green River agrees to pay Mayfield Creative \$34,999 for the services outlined above, to be invoiced and paid as follows:

Completion of On-Site Research	25%	\$8,750
Submittal 1: Planning Summary	20%	\$7,000
Submittal 2: Design Summary	20%	\$7,000
Submittal 3: Bid Documents (draft)	20%	\$7,000
Submittal 4: Final Bid Documents	15%	\$5,249
TOTAL	100%	\$34,999

TERMINATION

This Agreement may be terminated by either party upon thirty days (30) written notice to the other party. In the event this contract is terminated by the City of Green River prior to completion, the City of Green River shall be obligated to pay Mayfield Creative an amount equal to the amount owed under the terms of the contract through the date of termination. In the event this Agreement is terminated by Mayfield Creative prior to completion, Mayfield Creative shall be obligated to provide the City of Green River with any and all Services completed through the date of termination.

MODIFICATION

This Agreement may only be modified by a written amendment, executed by both parties. However, matters concerning Services which do not affect the agreed price may be modified by mutual consent of the City of Green River and Mayfield Creative.

CONFLICT OF INTEREST

Mayfield Creative hereby covenants that it has, at the time of the execution of this Agreement, no interest, and that it shall not acquire any interest, in the future, direct or indirect, which would conflict in any manner or degree with the performances of services required to be performed pursuant to the Agreement. Mayfield Creative further covenants that in the performance of this work, no person having any such interests shall be employed.



MAYFIELD CREATIVE

NOTICES

All notices required to be given will be deemed sufficient if sent by certified mail to the parties at the address set forth below:

City of Green River
Attn: Jason Brown and Barry Cook
60 E. 3rd South
Green River, WY 82935

Mayfield Creative
Todd Mayfield
12171 Old Country Road
Wellington, FL 33414

Notice will be effective five (5) business days after it is mailed.

ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of Wyoming. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed on _____, 2011

City of Green River
Authorized representative

Mayfield Creative

Todd W. Mayfield

Todd Mayfield
12171 Old Country Road
Wellington, FL 33414

RESOLUTION 12-__

A RESOLUTION AUTHORIZING AND DIRECTING THE GOVERNING BODY OF THE CITY OF GREEN RIVER, SWEETWATER COUNTY, WYOMING TO ENTER INTO A SERVICE AGREEMENT WITH MAYFIELD CREATIVE TO DESIGN A WAYFINDING SIGNAGE SYSTEM.

Whereas, the City of Green River, Wyoming, hereinafter “City”, wishes to develop a way finding sign program designed to help Green River’s visitors in their arrival to the City, directing them to their destination, and emphasizing the City’s amenities and services.

Whereas, the City wishes to develop a tool to increase economic development, visitation and visitor spending to Green River.

Whereas, the City has determined that a comprehensive, strategically placed system of signs will further establish the City’s identity and give a sense of arrival in a significant place.

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

That the Mayor and City Clerk be, and they are hereby, authorized and designated as the authorized representatives of the City of Green River for the purpose of entering into an agreement with Mayfield Creative to design a wayfinding signage system to bring visitors to and throughout Green River, Wyoming.

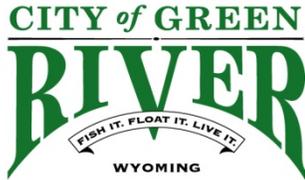
PASSED AND APPROVED this ____ day of _____, 2012.

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation

By _____
Mayor

ATTEST:

City Clerk



City Council Meeting Agenda Documentation

Preparation Date: 11-22-11	Submitting Department: Legislative
Meeting Date: 1-03-12	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

SUBJECT APPOINTMENT – PARKS & RECREATION ADVISORY BOARD

PURPOSE STATEMENT

Confirm the Mayor’s appointment of Lindsey Travis to the Parks & Recreation Advisory Board.

BACKGROUND - ALTERNATIVES

Currently there are two vacancies on the Parks & Recreation Advisory Board, and Lindsey Travis has volunteered to serve. The 3-year term will expire January 2015.

ATTACHMENTS

Boards & Commissions volunteer form

FISCAL IMPACT

N/A

STAFF IMPACT

N/A

LEGAL REVIEW

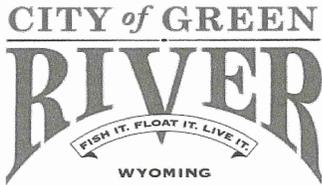
N/A

RECOMMENDATION

The Mayor recommends the appointment of Lindsey Travis to the Parks & Recreation Advisory Board for a 3-year term expiring January 2015.

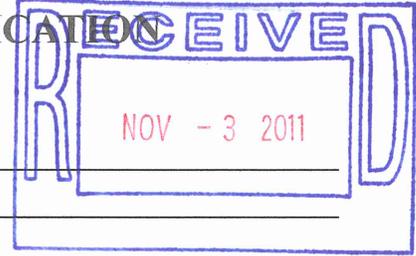
SUGGESTED MOTION

I MOVE to confirm the Mayor’s appointment of Lindsey Travis to the Parks & Recreation Advisory Board for a 3-year term.



BOARDS – COMMISSIONS – COMMITTEES

VOLUNTEER APPLICATION



YOUR CONTACT INFORMATION

NAME Lindsey Travis
 MAILING ADDRESS 630 Iowa Ave.
 STREET ADDRESS _____
 CITY & ZIP CODE Green River, WY 82935
 PHONE(S) 307-212-9711 (home) 309-826-1687 (cell)
 E-MAIL ADDRESS linds1376@yahoo.com

AVAILABILITY

Indicate your availability for volunteer service

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

AREAS OF INTERESTS

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

SPECIAL SKILLS OR QUALIFICATIONS

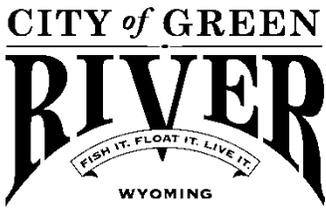
Summarize the special skills and qualifications you have acquired from employment, previous volunteer work, and other activities including hobbies or sports. Optional: attach letter and résumé.

* 15 years experience as an editor including work at The Salt Lake Tribune and eHow.com.
 * Graphic design experience, mostly using Quark and InDesign.
 * Newsletter editor at Green River United Methodist Church
 * Helped organize fundraisers
 * Volunteer at Harrison Elementary School
 * Bachelor's degree in Mass Communication and Political Science from Illinois State University.

SIGNATURE Lindsey Travis

DATE 11/3/11
 (Applications held for 6 months)

For Office Use Only	
Appointment Date	_____
Board	_____



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: December 21, 2011	Department: Public Works
Meeting Date: January 3, 2012	Department Head: Mike Nelson
	Presenter: Mike Nelson

Subject: Contract for Transfer Station Engineering Service Agreement No. 1 with Inberg Miller Engineers

Purpose Statement:

For services to be completed this fiscal year to include preliminary design, development of detailed drawings and cost estimates of the transfer station at an estimated cost of \$30,000.

Background/Alternatives:

Inberg Miller began the process of designing a pre-conceptual design in 2010, the Solid Waste Division will move forward with the detailed design and cost estimating in preparation of the Landfill closure expected to be in 3 to 4 years. This is the process initiated by the approval of the Green River Integrated Solid Waste Management Plan.

Attachments:

None

Fiscal Impact:

Currently budgeted for through line item 15-900-9209

Staff Impact:

Minimal

Legal Review:

Complete

Recommendation:

To approve the Contract for Transfer Station Engineering services with Inberg Miller Engineers.

Suggested Motion:

“I move to approve the Amendment No. 1 for Transfer Station Engineering Services with Inberg Miller Engineers.”

MASTER SERVICE AGREEMENT

This AGREEMENT, made November 14, 2011, by and between Inberg Surveying Company, Inc., dba Inberg-Miller Engineers a Wyoming Corporation, having its principal office located at 124 East Main Street, Riverton, Wyoming 82501, (hereinafter referred to as "IME") and the City of Green River, having their principal address located at 50 East Second North, Green River, Wyoming 82935, (hereinafter referred to as "CLIENT"), in consideration of the mutual covenants contained herein, the parties agree as follows:

The CLIENT hereby engages IME and IME hereby agrees to perform the services described in Appendix A, attached hereto, under the terms and conditions hereinafter specified:

SECTION 1: INDEPENDENT CONSULTANT STATUS

- 1.1 Except as may otherwise be noted herein, IME shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for providing services under this AGREEMENT. It is specifically understood that, irrespective of any assignability provisions, IME may retain subcontractors to perform services usually performed by subcontractors and should IME determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, IME shall obtain prior written approval or subsequent written confirmation from CLIENT.

SECTION 2: INTEGRATION

- 2.1 This AGREEMENT comprises a final and complete repository of understanding between CLIENT and IME. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. Each party has advised the other to read this document thoroughly before accepting it, to help assure it accurately conveys meanings and intents. Acceptance of this AGREEMENT as provided for below signifies that each party has read the document thoroughly and has had any questions or concerns completely explained by independent counsel and is satisfied. CLIENT and IME agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

SECTION 3: GOVERNING LAW

- 3.1 Unless otherwise provided in an ADDENDUM, the law of the State of Wyoming will govern the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

SECTION 4: ASSIGNMENT

- 4.1 Neither party to this AGREEMENT shall assign its duties and obligations hereunder without the prior written consent of the other party.

SECTION 5: NOTICES

- 5.1 Any notice given hereunder shall be deemed served when hand-delivered in writing to an officer or other duly appointed representative of the party to whom the notice is directed, or is sent by registered or certified mail to the business address identified above.

SECTION 6: SEVERABILITY

- 6.1 CLIENT and IME have entered into this AGREEMENT of their own free will, to communicate to one another mutual understandings and responsibilities. Any element of this AGREEMENT later held to violate the law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 6.2 However, CLIENT and IME will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 7: STANDARD OF CARE

- 7.1 Services performed by IME under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

SECTION 8: COMPLIANCE WITH CODES AND STANDARDS

- 8.1 IME's professional services shall be consistent with sound engineering practices and shall incorporate those publicly announced federal, state, and local laws, regulations, codes and standards that are applicable at the time IME rendered their services. In the event of a change in laws, regulations, etc., of which IME becomes aware and believes affects their work for CLIENT, IME shall inform CLIENT of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either CLIENT or IME believes the change requires a renegotiation of this AGREEMENT, both CLIENT and IME agree to bargain promptly and in good faith, to permit IME to continue to meet CLIENT's needs. If a renegotiated contract cannot be agreed to, CLIENT agrees IME has an absolute right to terminate this AGREEMENT.

- SECTION 9: PUBLIC RESPONSIBILITY
- 9.1 CLIENT recognizes that he owes a duty of care to the public that requires him to conform to applicable codes, standards, regulations and ordinances, principally to protect public health and safety.
- 9.2 IME likewise owes a duty of care to the public, in that the public, through its professional engineer registration law, has granted to IME an exclusive license to perform functions which require engineering skill and knowledge, to protect public health and safety. IME will at all times endeavor to perform in a faithful and trustworthy manner and, in this regard, do their best to alert CLIENT to any matter of which IME becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which IME believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances.
- 9.3 If CLIENT for any reason decides to disregard IME's recommendations in these respects, IME shall employ their best judgment in deciding whether or not he shall notify public officials. CLIENT agrees that such decisions are IME's to make, in light of IME's public responsibilities as IME perceives them and, in any event, IME should not be held liable in any respect for failing to report conditions which were CLIENT's responsibility to report.
- 9.4 Accordingly, CLIENT waives any claim against IME for injury or loss allegedly arising from IME's notifying or not notifying public officials about conditions existing at the project site.
- SECTION 10: OWNERSHIP OF INSTRUMENTS OF SERVICE
- 10.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by IME as instruments of service shall remain the property of IME. IME shall retain these records for a period of 5 (five) years following submission of their report, during which period they will be made available to CLIENT at all reasonable times. If CLIENT wishes IME to retain documents for a longer period of time, CLIENT shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for IME's maintenance of such documents beyond the time period otherwise prevailing. CLIENT recognizes that no such documents should be subject to unauthorized reuse, that is, reuse without written authorization of IME to do so.
- 10.2 The CLIENT agrees that all documents and other work furnished to the CLIENT or their agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT for any purpose whatsoever.
- 10.3 IME will return to the CLIENT within thirty (30) days of completion of the work, all documents provided by the CLIENT.
- SECTION 11: INFORMATION PROVIDED BY OTHERS
- 11.1 IME shall indicate to CLIENT the information needed for rendering of services hereunder, and CLIENT shall provide to IME such information as is available to CLIENT. CLIENT recognizes that it is impossible for IME to assure the sufficiency of such information, either because it is impossible to do so, or because of errors or omissions which may have occurred in assembling the information.
- 11.2 Accordingly, CLIENT waives any claim against IME for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents or other information provided to IME by CLIENT.
- SECTION 12: JOBSITE SAFETY
- 12.1 Insofar as jobsite safety is concerned, IME is responsible solely for their own and their employees' activities on the jobsite, but this shall not be construed to relieve CLIENT and/or OWNER or any construction contractors from their responsibilities for maintaining a safe jobsite.
- SECTION 13: BILLING AND PAYMENT
- 13.1 CLIENT recognizes that time is of the essence with respect to payment of IME's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.
- 13.2 CLIENT shall pay IME for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by IME from time to time but no more frequently than every two weeks, and shall be due and payable within forty five (45) calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify IME within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.
- 13.3 CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by IME more than forty five (45) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT.

- 13.4 Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on IME's part to finance CLIENT's operation, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within forty five (45) calendar days of the date of the invoice, IME, may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend this AGREEMENT (as provided for in SECTION 18, SUSPENSION) or terminate this AGREEMENT (as provided for in SECTION 19, TERMINATION).
- SECTION 14: LEGAL RIGHT OF ENTRY
- 14.1 CLIENT shall provide for IME's right to enter from time to time property owned by CLIENT and/or other(s) in order for IME to fulfill the scope of services indicated hereunder. CLIENT understands that use of equipment may unavoidably cause some damage to the surface the correction of which is not part of this AGREEMENT.
- SECTION 15: BURIED AND ABOVE-GROUND STRUCTURES AND UTILITIES
- 15.1 In the performance of the scope of services indicated hereunder, IME will take reasonable precautions to avoid damaging buried and above-ground structures and utilities.
- 15.2 CLIENT agrees to waive any claim against IME for injury or loss allegedly arising from IME's damaging buried and above-ground structures and utilities that were not called to IME's attention or which were not properly located on plans furnished to IME.
- SECTION 16: CHANGED CONDITIONS
- 16.1 CLIENT has relied on IME's judgment in establishing the workscope and fee for this project, given the project's nature and risks. CLIENT shall therefore rely on IME's judgment as to the continued adequacy of this AGREEMENT in light of occurrences or discoveries that were not originally contemplated by or known to IME.
- 16.2 Should IME call for contract renegotiation, IME shall identify the changed conditions which in IME's professional judgment make such renegotiation necessary, and IME and CLIENT shall promptly and in good faith enter into renegotiation of this AGREEMENT to help permit IME to continue to meet CLIENT's needs. If renegotiated terms cannot be agreed to, CLIENT agrees that IME has a right to terminate this AGREEMENT.
- SECTION 17: DELAYS
- 17.1 In the event that IME'S field or technical work is interrupted due to the cause of the CLIENT, IME shall be compensated for the labor, equipment and other costs IME incurs in order to maintain their workforce for CLIENT's benefit during the interruption, or - at CLIENT's option - the various costs IME incurs for demobilization and subsequent remobilization. Compensation to IME shall be based upon IME's prevailing fee schedule and expense reimbursement policy.
- 17.2 Except for the foregoing provision, neither party shall hold the other responsible for damages or delays in performance caused by acts of God or other circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this AGREEMENT, acts of God and other circumstances include, but are not necessarily limited to, unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations, unanticipated site conditions, or inability despite reasonable diligence to supply personnel, equipment or material to the project. Should such acts occur, CLIENT and IME shall utilize their best efforts to overcome the resulting difficulties and resume conduct of services called for herein as soon as reasonably possible.
- 17.3 Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this AGREEMENT subject to renegotiation or termination.
- SECTION 18: SUSPENSION
- 18.1 Upon seven (7) calendar days' written notice to IME, CLIENT may suspend IME's work. If payment of IME's invoices is not maintained on a forty five (45) calendar day current basis by CLIENT, IME may by seven (7) calendar days' written notice to CLIENT suspend further work until payment is restored to a current basis.
- 18.2 Suspension for any reason exceeding forty-five (45) calendar days shall make this AGREEMENT subject to renegotiation or termination as provided for elsewhere in this AGREEMENT.
- 18.3 Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both CLIENT and IME, and IME shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government agencies. Compensation to IME shall be based upon IME's prevailing fee schedule and expense reimbursement policy.

- SECTION 19: TERMINATION
 19.1 This AGREEMENT may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. Upon termination, CLIENT shall within forty-five (45) days, pay any balance due as of termination date.
- SECTION 20: INSURANCE
 20.1 IME declares that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that IME has such coverage under public liability and property damage insurance policies which IME deems to be adequate.
 20.2 Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, IME agrees to indemnify and save CLIENT harmless from and against any loss, damage, or liability arising from any negligent acts by IME, its agents, staff, and consultants employed by it. IME shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance.
 20.3 IME shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by it.
- SECTION 21: CONSEQUENTIAL DAMAGES
 21.1 CLIENT shall not be liable to IME and IME shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or IME, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- SECTION 22: DELETED
- SECTION 23: CONFLICTS
 23.1 In the event of a conflict between the main text of this AGREEMENT (Sections 1 through 29, inclusive) and any APPENDIX thereof, provisions of the main text shall govern. In the event of any conflict between the AGREEMENT and any ADDENDA thereto, the ADDENDA shall govern. In the event of a conflict between any two ADDENDA, the ADDENDA of most recent date shall govern.
- SECTION 24: DISPUTE RESOLUTION
 24.1 In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses as well as the value of time spent by the prevailing party and those in their employ in researching the issues in question, discussing matters with attorneys and others, preparing for depositions, responding to interrogatories and so on. The value of time spent and the expenses incurred shall, on IME's part, be computed based upon IME's prevailing fee schedule and expense reimbursement policy.
- SECTION 25: CURING A BREACH
 25.1 In the event either party believes that the other has committed a material breach of this AGREEMENT, the party maintaining such a belief shall issue a termination notice to the other, identifying the facts as perceived, and both parties shall bargain in good faith to cure the causes for termination as stated in the termination notice. If such a cure can be effected prior to the date by which termination otherwise would be effective, both parties shall commit their understanding to writing, and termination shall not become effective. If, in curing an actual or alleged breach, either party shall waive any rights otherwise inuring to him by virtue of this AGREEMENT, such waiver shall not be construed to, in any way, affect future application of the provision involved or any other provision.
- SECTION 26: DEFECTS IN SERVICE
 26.1 CLIENT and CLIENT's personnel, contractors and subcontractors shall promptly report to IME any defects or suspected defects in IME's work, in order that IME may take prompt, effective measures which in IME's opinion will minimize the consequences of a defect in service.
- SECTION 27: PERMITS AND APPROVALS
 27.1 IME shall assist CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which IME's services are being engaged. This assistance relates to completing and submitting forms as to the results of certain work included in the scope of services. IME will also provide additional services as requested, these to include conducting special tests, performance of special research studies, preparation of special documentation, development and delivery of testimony, and so on. CLIENT and IME agree to discuss the scope of these additional services and the fees and expenses involved before IME performs them on CLIENT's behalf.

SECTION 28: PROJECT REPRESENTATIVES

28.1 CLIENT shall furnish representatives who shall make decisions on CLIENT's behalf when requested to do so by IME. The following designated CLIENT representatives shall be available on an on-call basis as required by IME, and shall be called in the order listed herein. In the event the first-listed representative cannot be contacted, the one listed second shall be called, and so on, until contact is made.

Client's Contact's Name	Contact's Telephone
<u>Linda Roosa</u>	(W) <u>307-872-0531</u> (C) _____
<u>Mike Nelson</u>	(W) <u>307-872-0532</u> (C) _____

CLIENT warrants that, when any changes affecting this listing are made, CLIENT shall furnish a revised listing to IME.

IME's Contact's Name	Contact's Telephone
<u>Steven F. Moldt, P.E.</u>	(W) <u>307-856-8136</u> (C) <u>307-259-1378</u>
<u>Michael W. Brown, P.E.</u>	(W) <u>307-875-4394</u> (C) <u>307-871-9322</u>

IME designates Michael W. Brown, P.E. as Project Manager, whose address is:

Inberg-Miller Engineers
193 West Flaming Gorge Way
Green River, WY 82935

SECTION 29: TERM OF AGREEMENT

29.1 The term of this AGREEMENT shall commence on July 1, 2011, and end on June 30, 2012. IME shall not commence work or services under this AGREEMENT until the CLIENT executes and delivers a copy of this AGREEMENT to IME.

IME: Inberg Surveying Company, Inc.,
dba Inberg-Miller Engineers

CLIENT: City of Green River

Signature: 

Signature: _____

Print Name: Steven F. Moldt, P.E.

Print Name: _____

Title: President, Director

Title: _____

Date: November 14, 2011

Date: _____



INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

July 25, 2011

5541.1-REP

APPENDIX A

Linda Roosa, Sanitation Supervisor
City of Green River
50 East 2nd North
Green River, WY 82935

RE: PROPOSAL FOR ENGINEERING SERVICES
PROPOSED TRANSFER STATION
GREEN RIVER, WYOMING

Dear Linda:

Based on your verbal request of July 12, 2011, we are pleased to submit this proposal for performing engineering services for the above-referenced project.

PROJECT DESCRIPTION

It is our understanding the project will consist of the permit-level design of a transfer station for the handling and transfer of Municipal Solid Waste (MSW) to a regional landfill. The transfer station will be located at the current location of the City of Green River scale and entrance to the Green River Landfill on Upland Road. A preliminary layout of the facility has been prepared by Inberg-Miller Engineers and will provide the basis for the design. The purpose of these design services is to further detail the preliminary design to allow estimates of construction costs and to provide supporting information for a proposed transfer permit application to be prepared at a later date, for submission to the Wyoming Department of Environmental Quality-Solid and Hazardous Waste Division (WDEQ-SHWD). The transfer station is required to be in operation by June 30, 2015.

SCOPE OF SERVICES

Our scope of services **includes** the following:

We propose to take the preliminary design agreed upon by City staff on July 12, 2011, and develop more detailed drawings and cost estimates. We request that we continue to meet regularly with the City of Green River staff to review and provide input into the design process. We anticipate that monthly meetings would be sufficient. The permit-level design will be adequate to develop probable construction costs and provide the necessary support information for a transfer permit application.

Our scope of services **does not** include the following:

1. Preparation of construction-ready plans and specifications or bidding or construction services. These services can be provided at the appropriate time.

2. Preparation of a permit to operate a transfer station. The permit is anticipated to be required in FY 2012-2013 to allow operation of the transfer station by June 30, 2015.

FEES

Our fee for services performed will be charged at our current hourly, unit, and expense rates. We **estimate** the cost of the proposed scope of services described above to be \$ 30,000.00. If services in addition to the proposed scope of services appear necessary, we will perform such services at our current hourly, unit, and expense rate according to the attached fee schedule. This proposal is valid if accepted by August 31, 2011.

PERFORMANCE SCHEDULE

Upon receipt of a properly executed copy of the Service Agreement negotiated and dated July 1, 2009, we will be available to perform the services described herein at the request of your authorized representative.

We anticipate starting these services within five working days following receipt of our signed Service Agreement and weather permitting. We estimate two to four months will be required to perform these services. We will contact you shortly to discuss the final scope and schedule.

CLOSURE

We appreciate the opportunity to submit this proposal. If you have any questions, please contact us at 307-856-8136.

Sincerely,

INBERG-MILLER ENGINEERS



Michael W. Brown, P.E.
Green River Office Manager

REVIEWED BY:



Steven F. Moldt, P.E.
President

MWB:SFM:dms\\Greenriverdc1\projects\5541.1 Green River Transfer Station\Contracts\5541.1 prp.docx

Enclosure: Schedule of Fees & Available Services

SCHEDULE OF FEES & AVAILABLE SERVICES

EFFECTIVE JULY 3, 2011

PERSONNEL

Professional Engineer/Scientist VII	(Per Hour).....	140.00
Professional Engineer/Scientist VI	(Per Hour).....	130.00
Professional Engineer/Scientist V	(Per Hour).....	120.00
Professional Engineer/Scientist IV	(Per Hour).....	110.00
Professional Engineer/Scientist III.....	(Per Hour).....	100.00
Professional Engineer/Scientist II.....	(Per Hour).....	90.00
Professional Engineer/Scientist I.....	(Per Hour).....	80.00
Professional Land Surveyor III	(Per Hour).....	130.00
Professional Land Surveyor II	(Per Hour).....	120.00
Professional Land Surveyor I	(Per Hour).....	110.00
Senior Staff Engineer/Scientist II.....	(Per Hour).....	110.00
Senior Staff Engineer/Scientist I.....	(Per Hour).....	100.00
Staff Engineer/Scientist IV.....	(Per Hour).....	90.00
Staff Engineer/Scientist III.....	(Per Hour).....	85.00
Staff Engineer/Scientist II.....	(Per Hour).....	80.00
Staff Engineer/Scientist I.....	(Per Hour).....	70.00
CAD Drafting Technician.....	(Per Hour).....	85.00
2-Person Survey Crew	(Per Hour).....	110.00
GPS Technician I	(Per Hour).....	85.00
Drilling Manager.....	(Per Hour).....	70.00
Project Support	(Per Hour).....	80.00
Engineering Technician IV	(Per Hour).....	70.00
Engineering Technician III	(Per Hour).....	65.00
Engineering Technician II	(Per Hour).....	60.00
Engineering Technician I	(Per Hour).....	55.00
Technician II.....	(Per Hour).....	50.00
Technician I.....	(Per Hour).....	45.00
Clerical.....	(Per Hour).....	40.00

Note:

- For all work requiring an upgrade to Level C personal protective equipment or higher, the above hourly rates will be increased by twenty (20) percent.
- All field charges begin at the time of departure and terminate at the time of return to the point of origin and/or place of lodging while away from the principal office, less time off for the convenience of the personnel.
- For all work over 40 hours per week, on weekends, and holidays, at client's request, or convenience, these hourly rates will be increased by thirty (30) percent to cover direct additional payroll and payroll-related charges incidental to overtime premium pay.
- All rates apply to travel time, stand-by time, project management, consultation, and report preparation time, unless noted otherwise.
- Inberg-Miller Engineers will prepare an estimated budget for services based upon client's detailed scope of services, if requested. Please be informed that project management and project support costs are a necessary part of any services provided. Final invoiced amounts may vary from estimated amounts depending on variations in scope, time of performance, and/or changes in anticipated conditions. Any items not specifically listed are by quotation.

Payment is due upon presentation of invoice, and is past due 30 days from invoice date. A finance charge of one and one-half (1½) percent per month, or the maximum rate allowed by law, will be assessed against the unpaid balance.

Client: City of Green River

Date Issued: July 25, 2011

EQUIPMENT

Vehicle	(Per Hour).....	8.00
	(Per Day)	50.00
	(*plus 1.00 Per Mile)	
One-Ton Flat Bed Truck.....	(Per Hour).....	10.00
	(Per Day)	60.00
	(*plus 1.50 Per Mile)	
Drill Rig	(*Per Mile)	2.30
ATV	(Per Day)	100.00
UTV	(Per Day)	250.00
Nuclear Gauge	(Per Hour).....	10.00
	(Per Day)	50.00
Steam Cleaner (Self-Contained)	(Per Hour).....	30.00
	(Per Day)	155.00
Grout/Mixer Pump	(Per Day)	200.00
	(Per Week)	800.00
GPS/RTK System	(Per Hour).....	50.00
	(Per Day)	300.00
Robotic Total Station.....	(Per Hour).....	40.00
	(Per Day)	200.00
Total Station	(Per Hour).....	20.00
	(Per Day)	100.00
Photoionization Detector (PID).....	(Per Hour).....	20.00
	(Per Day)	95.00
Triple Range Monitor	(Per Hour).....	5.00
	(Per Day)	25.00
Water Level/Product Indicator.....	(Per Hour).....	7.00
	(Per Day)	35.00

* Fuel Surcharge: Mileage rate is based on fuel prices as of July 2011 (Source: wyominggasprices.com). If fuel prices increase over 10% from July 2011 rates, the percentage of increase will be added to all mileage rates.

EXPENSES

Additional Hard Copies of Bound Reports (Less Than 100 Pages)	(Per Copy).....	35.00
Additional Electronic Copy of Report (Provided in Portable Document Format (PDF) only).....	(Per Copy).....	50.00
Motel, Meals, Prints, Postage, Equipment Rental, Photocopies, and Other Miscellaneous Supplies	Direct Expense, Plus 10%	
Subconsultant Services Secured With Client's Approval.....	Direct Expense, Plus 15%	
Communication Expenses	2.5% of Total Project Charges	
All Other Equipment and Materials Not Listed	BY QUOTATION	

CIVIL ENGINEERING **BY QUOTATION**

- Highway Design · Street Design · Grading and Drainage Design
- Solid Waste Planning · Landfill · Baler and Transfer Station Design and Permitting
- Water System Design · Sanitary Sewer Design · Storm Sewer Design
- Irrigation and Drainage Design · Hydrologic and Hydraulic Analysis
- Residential and Commercial Subdivision Design
- Site Design for Commercial Developments & Schools
- Spill Prevention Control and Countermeasure (SPCC) Plans
- Mine Permitting · Mine Reclamation Design
- Construction Contract Administration · Construction Observation

GEOTECHNICAL ENGINEERING **BY QUOTATION**

FIELD SERVICES

- Subsurface Exploration · Contract Drilling · Direct Push Exploration · Rock Coring
- Drilling and Sampling (Small, Medium and Large Diameter Test Borings)
- Foundation Analysis and Design Recommendations
- Earth Dam & Reservoir Design and Reconnaissance · Slope Stability Analysis
- Explorations for Roadway, Borrow Sources, and Aggregate Sources on Highway Construction
- Monitor Well Installation, Development, Purging, Sampling, and Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Ground Water Pumping/Drawdown Tests · Permeability/Density of In-Place Soil

LABORATORY SERVICES

- Moisture-Density Relations of Soils · Particle Size Analyses · Soil Index Tests
- Soil Classification · Strength Tests · Volume Change · California Bearing Ratio Test
- Triaxial Shear Strength Tests · Permeability Tests · Corrosivity Tests (Soil)
- Analytical Testing of Soil and Ground Water Samples · Packaging and Handling of Samples
- Mobile Laboratory

CONSTRUCTION MATERIALS TESTING AND OBSERVATION **BY QUOTATION**

FIELD AND LABORATORY SERVICES

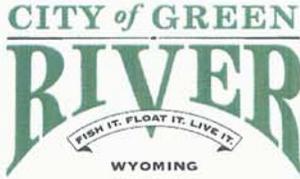
- Soils/Aggregates · Portland Cement Concrete and Masonry · Asphalt Concrete

ENVIRONMENTAL ENGINEERING **BY QUOTATION**

- Solid Waste Disposal Design and Permitting
- Categorical Exclusions · Phase I, II, and III Site Assessments · Extent of Contamination Studies
- Soil and Groundwater Remediation Systems Design and Implementation
- Monitor Well Installation, Development, Purging, Sampling, and Abandonment
- Field Sampling and Testing of Soil, Groundwater, and Air
- Geologic Cross-Sections · Contaminant Isoconcentration Maps

LAND SURVEYING **BY QUOTATION**

- PROPERTY SURVEYS: Subdivision Platting and Mapping · Farm/Ranch Surveys
Cadastral Surveys · Boundary Retracement
- ENGINEERING SURVEYS: Topographic Surveys · Highway, Street, and Road Design Surveys
River and Flood Plain Cross-Sections
- UTILITY SURVEYS: Preliminary, Construction, and As-Built Surveys for Cross-Country
Pipelines and Power Transmission Lines
- CONSTRUCTION SURVEYS: Highways, Utilities, Bridges
- MISCELLANEOUS: Mine Reclamation Surveys · Water Rights · Mining Claims



City Council Meeting
Agenda Documentation

Preparation Date:	12/20/11	Submitting Department:	Administration
Meeting Date:	1/03/12	Department Director:	Barry Cook
		Presenter:	Barry Cook

SUBJECT SUPPLEMENTAL LEASE AGREEMENT WITH UNION PACIFIC

PURPOSE STATEMENT

Approve the Supplemental Agreement with Union Pacific for the lease of the grassy area adjoining the Railroad Avenue parking lot.

BACKGROUND - ALTERNATIVES

The City entered into a lease agreement with Union Pacific for a five-year term on the railroad Avenue parking lot. The lease was renewed in 2007 for another five years. This year the City requested that the leased area be expanded to include the grassy area next to the Depot building, and Union Pacific has agreed..

ATTACHMENTS

12/7/11 cover letter from the Union Pacific; Supplemental Agreement with Exhibit A map; City map of existing and expanded leased property, and original Lease of Property.

FISCAL IMPACT

\$100 per year

STAFF IMPACT

None

LEGAL REVIEW

Legal counsel has reviewed the Agreement.

RECOMMENDATION

Approve the Supplemental Agreement with Union Pacific Railroad.

SUGGESTED MOTION

I MOVE to approve the Supplemental Agreement with Union Pacific Railroad to lease the grassy area adjoining the Railroad Avenue parking lot and authorize the Mayor to sign it on behalf of the City of Green River.



December 07, 2011
Folder: 00178-00

GREEN RIVER WY, CITY OF
50 EAST SECOND NORTH
GREEN RIVER WY 82935

A handwritten signature in blue ink, appearing to be "Bry".

Dear Gentlemen:

RE: Supplemental Agreement for Lease Audit No. OMA4441, Covering Use of Railroad Property at
Green River, Wyoming

Pursuant to your request, I have attached for execution two (2) originals of the above-referenced
Supplemental Agreement.

In the enclosed envelope, please return the following:

1. **ALL ORIGINALS** of the Agreement signed by the appropriate party. If approved by
the Railroad Company, a fully-executed original will be returned to you for your records.

If you have any questions regarding this Agreement, please contact me at (402) 544-8805.

Sincerely,

A handwritten signature in blue ink, appearing to be "Schia Cloutier".

Schia Cloutier
Manager - Real Estate

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is entered into on the ____ day of _____, 20__, between **UNION PACIFIC RAILROAD COMPANY** (“Lessor”) and **GREEN RIVER WY, CITY OF**, whose address is 50 East Second North, Green River, Wyoming 82935 (“Lessee”).

RECITALS:

By instrument dated January 10, 1977, Lessor and Lessee, or their predecessors in interest, entered into an agreement (“Basic Agreement”), identified as Audit No. OMA4441, at Green River, Wyoming.

AGREEMENT:

IT IS AGREED between Lessor and Lessee to modify the Basic Agreement as follows:

Article 1. EFFECTIVE DATE.

This Supplemental Agreement is effective January 10, 2012.

Article 2. SUBSTITUTION OF PRINT.

The print dated December 07, 2011, attached as Exhibit 'A', shall be substituted for the print dated December 09, 1976, attached to the Basic Agreement.

Article 3. AGREEMENT SUPPLEMENT.

Nothing in this Supplemental Agreement shall be construed as amending or modifying the Basic Agreement unless specifically provided herein.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Supplemental Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

GREEN RIVER WY, CITY OF

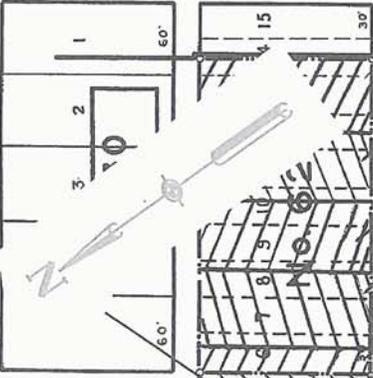
By: _____
Senior Manager- Real Estate

By: _____
Title: _____

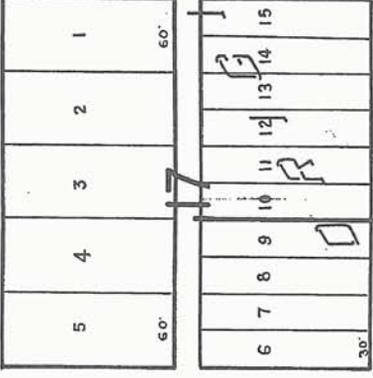


NOTE: Additional area added for beautification

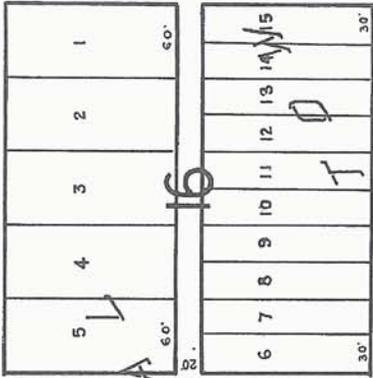
N. 2ND W. ST.



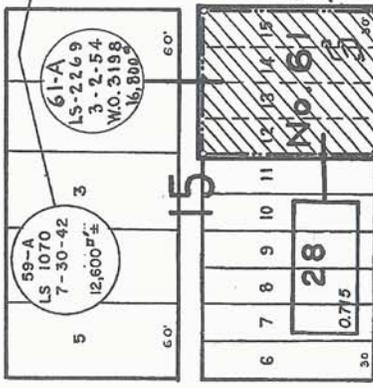
N. FIRST W. ST.



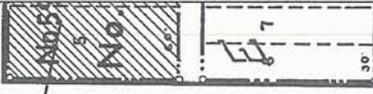
ST. N



NO. FIRST E. ST.



NO. 2ND E. ST.

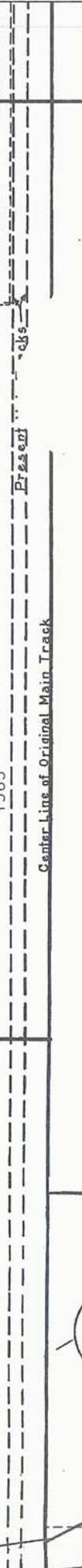
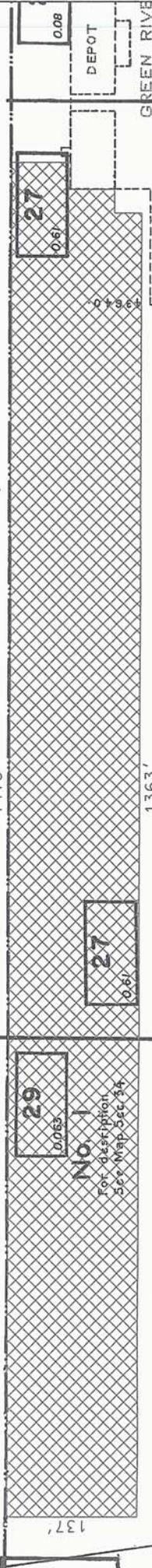


No 62-1

EAST

RAILROAD

ST.



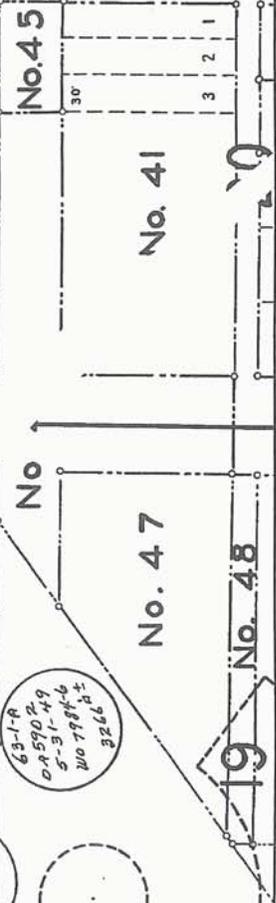
LEASE AREA: 191,260 SQ.FT. / 4.39 AC. +/-

31
0.045

525.00

31
0.045

32
800±



CENTER

LEGEND:

LEASE AREA SHOWN [Hatched Box]

UPPRCO. R/W OUTLINED [Dashed Line]

CADD FILENAME	0017800
SCAN FILENAME	S:\UP\WY\UP\4\WY4SL34.CIT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GREEN RIVER, SWEETWATER COUNTY, WY

M.P. 817.1 - SALT LAKE SUB.

TO ACCOMPANY AGREEMENT WITH CITY OF GREEN RIVER

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 12-7-2011

DSK FILE: 178-00

LEASE OF PROPERTY

THIS LEASE ("Lease") is entered into on the 26 day of June, 2005, between UNION PACIFIC RAILROAD COMPANY ("Lessor") and CITY OF GREEN RIVER WYOMING, a Wyoming municipal corporation, whose address is 50 East Second North, Green River, Wyoming 82935 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Green River, Wyoming, shown on the print dated April 4, 2002, marked Exhibit A, hereto attached and made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. The Premises may be used for a public parking lot and landscape purposes only, and for no other purpose.

Article II. TERM.

A. The term of this Lease shall commence on January 1, 2002, and unless sooner terminated as provided in this Lease, shall extend for one year; and thereafter, shall automatically be extended from year to year.

Article III. RENT.

A. Lessee shall pay to Lessor, in advance, rent of One Hundred Dollars (\$100.00) annually, payable five years in advance.

B. Not more than once every five (5) years, Lessor may redetermine the rent. In the event that Lessor does redetermine the rent, Lessor shall notify Lessee of such change.

Article IV. INSURANCE.

Lessee shall, at its sole cost and expense, maintain during the term of this Lease:

A. Liability insurance for such risks, and in such amounts, as are prescribed for the public entities by the Wyoming Governmental Claims Act.

B. Coverage for Lessee's statutory obligations under the Worker's Compensation laws of the State of Wyoming.

Article V. SPECIAL PROVISION -- CANCELLATION

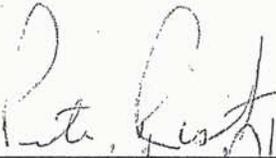
Effective upon commencement of the term of this Lease, the Lease dated January 1, 1977, identified as Audit No. OMA4441 (the 'Prior Lease'), together with any and all supplements and amendments, is canceled and superseded by this Lease, except for any rights, obligations or liabilities arising under the Prior Lease before cancellation, including any consent to conditional assignment, chattel agreement, or consent to sublease. The security deposit provision or rental payment, if any, contained in the Prior Lease, will survive the cancellation of the Prior Lease and be made a part of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

UNION PACIFIC RAILROAD COMPANY

CITY OF GREEN RIVER

By: 
Manager - Real Estate

By: 
Title: Mayor

NOTE: Cancel and supersedes Lease Audit OMA4441 dated 1/10/1977

EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. This Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew such outstanding rights.

Section 3. PAYMENT OF RENT.

Rent (which includes the annual rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the Premises in a safe, neat, clean and presentable condition, and in good condition and repair. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard and all water flow shall be directed away from the tracks of the Lessor.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises not belonging to Lessor is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use (i) small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises and (ii) other Hazardous Substances, other than hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., as amended ("RCRA"), that are necessary for the conduct of Lessee's business at the Premises as specified in Article I. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use, or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any exceptions of the foregoing to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the

Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Landlord reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. To the extent allowed by the Wyoming Governmental Claims Act as a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) and arising from or related to (i) any use of the Premises by Lessee or any invitee or licensee of Lessee, (ii) any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or (iii) any breach of this Lease by Lessee.

Section 13. TERMINATION.

A. Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.

B. Notwithstanding the term of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) days' notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A), at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance.

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 A) above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration within thirty (30) days after termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: Assistant Vice President - Real Estate, Real Estate Department, 1800 Farnam Street, Omaha, Nebraska 68102; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

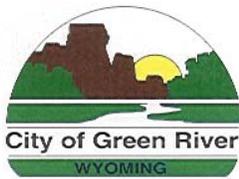
If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12/15/11	Submitting Department: City Clerk
Meeting Date: January 3, 2012	Department Director: Jeff Nieters
	Presenter: Consent Agenda

Subject: Acceptance by City Clerk of Public Officials Disclosure

Purpose Statement

Required by Wyoming Statute 6-5-118(a): *No public officer or public servant who invests public funds for a unit of government, or who has authority to decide how public funds are invested, shall transact any personal business with, receive any pecuniary benefit from or have any financial interest in any entity, other than a governmental entity, unless he/she has disclosed the benefit or interest in writing to the body of which he/she is a member or entity for which he/she is working. Disclosures shall be made annually in a public meeting and shall be made part of the record of proceedings. The public officer or public servant shall make the written disclosure prior to investing any public funds in any entity, other than a governmental entity, which:*

- (i) Provides any services related to investment of funds by that same unit of government; or*
- (ii) Has a financial interest in any security or other investment made by that unit of government.*

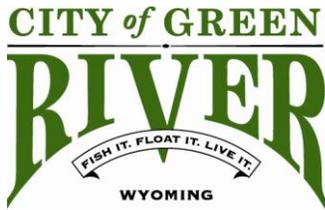
Background/Alternatives:

Action is required by the second council meeting in January of each year. The City Administrator, the Mayor, the Accounting Supervisor, the Director of Finance/City Clerk, the Purchasing/Payroll Supervisor, the Account Tech. III's, and all the council members, who have access to city accounts have signed the forms. The disclosure letters are on record in the City Clerk's office.

- Attachments: none
- Fiscal Impact: none
- Staff Impact: none
- Legal Review: none
- Recommendation:

Acceptance of Public Officials Disclosure Form as submitted by Barry Cook, Jeff Nieters, Trish Mansfield, Chris Meats, Joyce Peverley, Mayor Hank Castillon, Council Members Gary Killpack, Lisa Maes, James Boan, Adam Coppolo, Tom McCullough, and Gene Smith.

Suggested Motion: I move for the City Clerk to accept the Public Officials Disclosure Forms as submitted.



City of Green River City Council Workshop Agenda Documentation

Preparation Date: December 16, 2011	Submitting Department: Finance
Meeting Date: January 3, 2012	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject: **Agreement and Payment for the Thoman Memorial Wrestling Tournament for \$750**

Purpose Statement

To approve the agreement and payment to sponsor the tournament

Background/Alternatives

Dell Brady is requesting the City once again sponsor the Thoman Memorial Wrestling Tournament held in January 2012. The City has been sponsoring this event since 2005. The City has paid \$750 in prior years for the tournament. The event is known throughout the region as a premier wrestling event and brings many spectators to Green River.

Attachments

Agreement & Letter of request

Fiscal Impact

\$750 if approved

Staff Impact

Minimal

Legal Issues

Approve as to format

Recommendation

I move to approve the agreement and make payment to the organizers of the Thoman Memorial Wrestling Tournament for the City to be a sponsor for the January 2012 event in the amount of \$750

City of Green River Attn. Jeff Nieters
**Prospective Annual
Bill Thoman, Jr.-Wyoming Embroidery and Trona Patch
Sponsor**

The ninth annual Bill Thoman, Jr.-Wyoming Embroidery and Trona Patch
Tournament will be held
January 13th and 14th, 2012,
at the Green River High School and the Green River Recreation Center. We
invite you not only to come out to see some great wrestling but also to join
us annually in sponsoring this event.

Below is a list of advertisement avenues which will be provided for each
individual sponsor:

- Radio advertisement on KUGR radio stations: two weeks prior to
the wrestling tournament, during the tournament, and the Sports
Report following the tournament.
- Newspaper advertisement in the Green River Star, the Rocket-
Miner, and the Sweetwater Shopper's Guide: introducing and
thanking individual sponsors prior to and after the tournament.
- Programs: each sponsor will be given advertisement space in the
annual wrestling tournament program.

We will gladly consider any suggestions as to further advertisement in
addition to what we have proposed above. Might there be something the
wrestling participant can take home, as a token from your industry, to
advance the awareness of your industry outside of our community?

Thank you in advance for considering an annual sponsorship,

Dell B. Brady

Dell Brady, Fund Raising
Work phone: (307)875-8636
Cell phone: (307)871-0895
P.O. Box 1030
Green River, WY 82935

CONTRACT FOR SERVICES

THIS AGREEMENT entered into this 3th day of January, 2012, between the organizer of the Annual Thoman Memorial Tournament, a non-profit association, and the CITY OF GREEN RIVER, WYOMING.

It is agreed by the parties as follows:

1. The City of Green River, Wyoming, shall pay to the annual Thoman Memorial Tournament the sum of \$750.00.
2. In consideration of payment to the Annual Thoman Memorial Tournament of said sum, the organizers of the Annual Thoman Memorial Tournament shall:
 - A. Conduct the Annual Thoman Memorial Tournament in Green River, Wyoming on January 13th and 14th in 2012;
 - B. Promote the City of Green River as a major sponsor of the Annual Thoman Memorial Tournament by, at a minimum, as follows:
 - 1) Printed advertisement on tournament Programs;
 - 2) Radio advertisement on KUGR radio stations two weeks prior to the tournament, during the tournament, and in the "Sports Report" following the tournament;
 - 3) Newspaper advertisement in the Green River Star, the Rocket Miner, and the Sweetwater Shopper's Guide introducing and thanking the City of Green River prior to and after the tournament.
3. This constitutes the entire agreement between the parties.

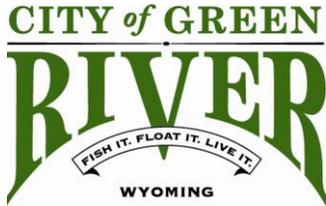
CITY OF GREEN RIVER, WYOMING

By _____
Mayor H. Castillon

ATTEST:

City Clerk, Jeffrey V. Nieters

Dell Brady, Organizer of the Annual
Thoman Memorial Tournament



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date 12/20/2011	Department: Fire Department
Meeting Date: 1/03/2012	Department Head: Chief Mike Kennedy
	Presenter: Chief Mike Kennedy

Subject:

Mutual Aid Agreement for Emergency Response with Sweetwater County of Wyoming.

Purpose Statement:

Approve and sign the written Mutual Aid Agreement for Emergency Response between the City of Green River Wyoming and Sweetwater County of Wyoming.

Background/Alternatives:

The Fire Department believes that this is an important aid in clarifying our response role in an emergency situation and improve service to the City and its' Residents.

Attachments:

The Mutual Aid Agreement for Emergency Response by and between the City of Green River Wyoming and Sweetwater County of Wyoming.

Fiscal Impact: None expected

Staff Impact: None expected

Legal Review: Legal counsel has reviewed this Agreement

Recommendation:

Approve and Sign the Mutual Aid Agreement between the City of Green River and Sweetwater County of Wyoming.

Suggested Motion:

I MOVE to approve and sign the Mutual Aid Agreement between the City of Green River Wyoming and Sweetwater County of Wyoming for the exchange of Emergency Response.

MASTER MUTUAL AID AGREEMENT FOR EMERGENCY RESPONSE

THIS AGREEMENT made and executed this _____ day of January, 2012 by and between the City of Green River, Wyoming, a municipal corporation, and Sweetwater County, a duly organized governmental entity under the laws of the State of Wyoming.

WHEREAS, it is to the mutual advantage and benefit of the parties hereto that each agree to render supplemental emergency mutual aid fire protection outside their territorial limits in the event of an unusual emergency, disaster or conflagration that threatens the health, safety and welfare of the public; and

WHEREAS, authority exists to provide emergency response fire assistance outside the normal territorial jurisdiction of each party; and

WHEREAS, the term “governmental entity” shall hereinafter refer to any duly formed and existing cities and towns, counties, school districts, joint powers boards, airport boards, fire protection districts, public corporations, special districts and their governing bodies, all political subdivisions of the state, and their agencies, instrumentalities and institutions;

NOW, THEREFORE, in consideration of the premises, and of the mutual covenants, promises and conditions hereinafter contained, the parties agree as follows:

1. Each party does hereby authorize and direct its fire chief or the other officer commanding in his absence to render and request mutual aid to and from the parties to this agreement to the extent of available personnel and equipment not required for adequate protection to the party rendering aid. The extent of assistance shall be determined in the sole reasonable judgment of the fire chief or officer commanding in his absence, for each department

rendering aid, as to the amount of personnel and equipment available, shall be final. The assistance may be provided upon actual or standby basis. It is understood that the assistance so furnished may be recalled at the sole reasonable discretion of the furnishing party.

2. The commanding officer of a party requested to render mutual aid assistance shall report to and receive instructions from the commanding personnel of the party to which assistance is being rendered; however, any other personnel rendering assistance to the other party shall be directly supervised, controlled and/or deployed by the commanding officer of the rendering party. Any firefighter who renders mutual aid assistance shall be responsible for his individual actions and conduct under the party's (own) regulations, guidelines and procedures, and/or state and federal laws, regardless of the jurisdiction in which he is performing such fire protection duties.

3. When providing mutual aid assistance, the firefighters who render such assistance shall not be considered for any purpose to be employees of the other party (to which assistance is rendered).

4. The fire chiefs of the various departments and/or municipalities shall establish uniform rules and regulations as to methods of requesting such assistance, the persons authorized to send and receive such requests, and the nature of the assistance provided, which shall be subject to the approval of the governing body of each such department and/or municipality. The rules and regulations may be revised and amended from time to time by the fire chiefs upon their unanimous agreement, subject to the approval of any such governing body.

5. While providing mutual aid assistance, any firefighter rendering such assistance shall have the same powers and authority conferred by law on the members of the fire department of the district and/or municipality to which such assistance is rendered.

6. While providing mutual aid assistance, any firefighter rendering such assistance shall be properly certified for the particular fire in which assistance is requested.

7. Vehicles and all equipment furnished in or for mutual aid assistance shall be operated by personnel of the party furnishing the equipment. It is understood that under no circumstances will privately owned vehicles and/or equipment be utilized in mutual aid assistance, unless commandeered and/or authorized by the commanding firefighter of the party in which such emergency exists.

8. Within the reciprocal fire protection zone, each municipality/county shall pay its own costs for a maximum of eight (8) hours following the initial call-out by the party requesting assistance. If the use of foam is appropriate and required at any time after call-out, the requesting party shall pay the reasonable expenses for the applications of foam for fire suppression. If the responding party remains at the site of the fire after eight (8) hours have lapsed since the initial call-out, the responding party shall pay the fuel costs, and minor equipment repairs incurred by the responding party, if said minor repairs are under five hundred dollars (\$500). All repairs to equipment incurred by the responding party in excess of five hundred dollars (\$500) are the obligation of the responding party or its insurance carrier as outlined in Paragraph 9.

9. It is further understood and agreed that if while rendering assistance pursuant to this agreement, personal injury, death or property damage or loss occurs outside the territorial limits of the party rendering mutual aid assistance, the party rendering such assistance and/or the party's contracted insurance carrier(s) shall be liable for all legally determined damages that are

incurred by the rendering party. Each party agrees to obtain sufficient insurance coverage to meet the responsibility hereunder. Such insurance coverage shall include, but is not limited to, Worker's Compensation (insurance), vehicular comprehensive and collision, bodily injury (minimum coverage \$500,000.00) and property damage (minimum coverage \$500,000.00) liability insurance; general liability (minimum coverage \$500,000.00).

10. The provisions of this agreement shall not be construed to impose an obligation on any party hereto to respond to a request for mutual aid assistance. At any time such assistance is requested, the party so requested may, if for any reason, deem it advisable not to respond and may so inform the requesting party. No municipality and/or department shall under any circumstances be held liable for any loss or damage by reason of its failure to effectively combat or handle any fire in the territory of the other party.

11. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

12. The terms of this agreement shall be for one (1) year. This agreement shall become effective for each party when that party, by ordinance, resolution, or minute action of its governing body, adopts and approves this agreement and authorizes the proper official to execute the same. The term of this agreement may be renewed by mutual written consent of the parties, prior to expiration of the initial term or any successive renewed terms, upon such terms and conditions as may be mutually agreed to between the parties.

13. This agreement shall continue in full force and effect among the parties hereto unless terminated as herein provided. Any volunteer firefighter's organization and its governing bodies may withdraw and cancel their obligations under this agreement at any time by so

notifying each of the other parties herein in writing at least sixty (60) days prior to an intended withdrawal and cancellation.

14. In the event it becomes necessary to enforce any of the terms of this agreement, either with or without suit, the losing party agrees to pay the prevailing party all reasonable costs and expenses, including a reasonable attorney's fee that may be made and incurred.

15. This agreement contains the entire agreement between the parties and shall not be modified, changed or discharged in any manner except by an instrument in writing executed by the parties. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provisions of this agreement shall be valid and enforced to the fullest extent permitted by law.

16. The waiver of any party hereto of any breach, condition or provision of this agreement by the other parties shall be limited to the particular instance, and shall not operate or be deemed to waive any future breach or breaches of said condition or provision. The failure of any party to insist in any one instance, or more, upon the performance of any of the conditions or provisions of this agreement, or to exercise any right or privilege herein conferred, shall not be construed as waiving any such condition, provision, right or privilege, but the same shall continue and remain in full force and effect.

17. The terms, covenants agreements herein contained shall apply to, bind and inure to the benefit of the parties hereto and their legal representative, successors and assigns.

APPROVED the _____ day of January, 2012

City of Green River, Wyoming

By: _____
Mayor

****SEAL****

ATTEST:

Clerk

APPROVED the _____ day of _____, 2011

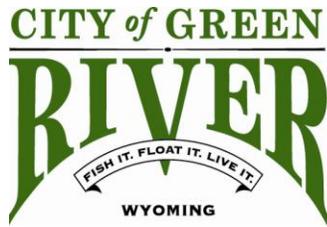
Sweetwater County Commission

By: _____
Wally J. Johnson, Chairman

****SEAL****

ATTEST:

Dale Davis, Sweetwater County Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: December 15, 2011	Submitting Department: Parks and Recreation
Meeting Date: January 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Approval of the 2012 Judges Contracts for the Crystal Classic Ice Sculpting Competition
(NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement

The NICA (National Ice Carving Association) sanction agreement for the 2012 Crystal Classic requires (1) NICA certified judge, (1) NICA qualified judge and an additional judge that is approved by the NICA certified judge to jury the ice carving competition. The attached contracts are for the three judges, Bonita Lampman (lead judge), Randy McReynolds and Scott Bloom which fulfills the requirements for the Crystal Classic Ice Sculpting competition to be a nationally sanctioned event by NICA.

Background/Alternatives

Bonita Lampman, certified NICA judge, has worked as a judge in the past for the Crystal Classic competition. Randy McReynolds is also a certified NICA Judge and Scott Blume is a local artist and teacher.

Attachments:

Contracts for Bonita Lampman, Randy McReynolds, and Scott Blume

Fiscal Impact:

Money is budgeted in the Leisure Programs Division budget (10-620).

Staff Impact:

Minimal

Legal Review:

This contract was reviewed on approved by the City Attorney on December 22, 2011

Recommendation:

Staff recommends that the Governing Body approve the contract between the City of Green River and Bonita Lampman, Randy McReynolds and Scott Blume to judge the Crystal Classic on February 18, 2012.

Suggested Motion

I move to approve the contracts for Bonita Lampman, Randy McReynolds and Scott Blume to judge the 2012 Crystal Classic.



December 21, 2011

Dear Bonnie Lampman,

We're pleased you have agreed to be our lead judge for this year's Crystal Classic scheduled February 17 and 18, 2012. There will be two other judges besides you. This letter shall serve as a contract between Bonnie Lampman and the City of Green River.

Bonnie Lampman has agreed to come to Green River to act as an official NICA, National Ice Carving Association judge. She will help with the competitors meeting, run the judges meeting and supervise and judge the two competitions. Bonnie Lampman will participate in events held on Friday, February 17 through Saturday, February 18, 2012.

Duties include: help with the pre-event meetings, supervise the Friday night People's Choice Carving Competition and judging the competition scheduled on Saturday. The mandatory judges meeting will be held on Saturday and the competitors meeting is scheduled for Friday from 3:30-4:30 pm at the Expedition Island Pavilion. The Individual People's Choice competition will begin Friday evening at 5:30 pm with the Individual competition scheduled on Saturday at 10:00 am. The awards presentation banquet is scheduled for Saturday, February 18th at 5:00 pm.

The contract includes for judges traveling outside of Sweetwater County: cost of traveling to and from Green River, lodging for 3 nights, meals for 2 days which will be provided by the City and a \$200 professional judging fee. The City of Green River has agreed to pay for the items specified above.

If you agree with the above terms, please sign both copies and send one back to us for process of payment.

Bonita Lampman, NICA Judge

H. Castillon, Mayor City of Green River

Approved by Galen West, City Attorney on December

City of Green River / 50 East 2nd North / Green River, WY 82935 / 307-872-0500



December 21, 2011

Dear Randy McReynolds,

We're pleased you have agreed to be our judge for this year's Crystal Classic scheduled February 17 and 18, 2012. There will be two other judges besides you. This letter shall serve as a contract between Randy McReynolds and the City of Green River.

Randy McReynolds has agreed to come to Green River to act as an official NICA, National Ice Carving Association judge. He will supervise and judge the Saturday Individual competition. Randy McReynolds will participate in events held on Saturday, February 18, 2012.

Duties include: help with any pre-event meetings, supervise and judge the competition scheduled on Saturday. The mandatory judges meeting will be held on Saturday and the competitors meeting is scheduled for Friday from 3:30-4:30 pm at the Expedition Island Pavilion. The Individual People's Choice competition will begin Friday evening at 5:30 pm with the Individual competition scheduled on Saturday at 10:00 am. The awards presentation banquet is scheduled for Saturday, February 18th at 5:00 pm.

The contract includes for judges traveling outside of Sweetwater County: cost of traveling to and from Green River, lodging for 2 nights, meals for 2 days which will be provided by the City and a \$200 professional judging fee. The City of Green River has agreed to pay for the items specified above.

If you agree with the above terms, please sign both copies and send one back to us for process of payment.

Randy McReynolds, NICA Judge

H. Castillon, Mayor City of Green River

Approved by Galen West, City Attorney on December

City of Green River / 50 East 2nd North / Green River, WY 82935 / 307-872-0500



December 21, 2011

Dear Scott Blume,

We're pleased you have agreed to be a judge for this year's Crystal Classic scheduled February 17 and 18, 2012. There will be two other judges besides you. This letter shall serve as a contract between Scott Blume and the City of Green River.

Scott Blume has agreed to act as an official judge for the Crystal Classic. He will supervise and judge the Saturday, February 18, 2012 Individual competition.

Duties include: help with any pre-event meetings, supervise and judge the competition scheduled on Saturday. The mandatory judges meeting will be held on Saturday and the competitors meeting is scheduled for Friday from 3:30-4:30 pm at the Expedition Island Pavilion. The Individual People's Choice competition will begin Friday evening at 5:30 pm with the Individual competition scheduled on Saturday at 10:00 am. The awards presentation banquet is scheduled for Saturday, February 18th at 5:00 pm.

The contract includes: meals for Saturday, February 18, 2012 and a \$200 professional judging fee. The City of Green River has agreed to pay for the items specified above.

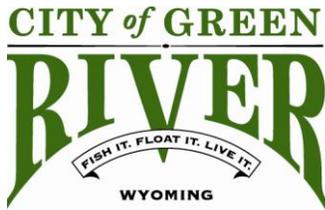
If you agree with the above terms, please sign both copies and send one back to us for process of payment.

Scott Blume, Judge

H. Castillon, Mayor City of Green River

Approved by Galen West, City Attorney on December

City of Green River / 50 East 2nd North / Green River, WY 82935 / 307-872-0500



City of Green River City Council Meeting Agenda Documentation

Preparation Date: December 21, 2011	Submitting Department: Parks and Recreation
Meeting Date: January 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Approval of the 2012 Crystal Classic Contract with Blue Nation
 (NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement

To gain approval from the Governing Body for the contract between the City of Green River and Dave Jensen of Blue Nation to perform at the 2012 Crystal Classic.

Background/Alternatives

The City of Green River Parks and Recreation Department will be hosting the 2012 Crystal Classic on Expedition Island. The Department is working on making the event a Winter Festival for adults and families to enjoy. Blue Nation will perform from 6:30 pm to 9:30 pm on the Island Parking Lot while the People’s Choice Ice Sculpting Competition is going on.

Attachments

Attachment A- Contract between the City of Green River and Dave Jensen of Blue Nation.

Fiscal Impact

The City will pay the contractor \$1,000 for the performance.

Staff Impact

Minimal

Legal Review

This contract was reviewed on approved by the City Attorney on December 22, 2011

Recommendation

Staff recommends that the Governing Body approve the contract between the City of Green River and Dave Jensen of Blue Nation to perform at the Crystal Classic on February 17, 2012 in which the City agrees to pay the band \$1,000.

Suggested Motion

I move to approve the contract between the City of Green River Parks and Recreation Department and Dave Jensen of Blue Nation in the amount of \$1,000.



Parks & Recreation Department

DATE: December 21, 2011

SUBJECT: 2012 Crystal Classic Band "Blue Nation" (live band)

This contract letter shall serve as confirmation between Dave Jensen, Blue Nation, and the City of Green River.

The City of Green River Parks and Recreation Department has agreed to pay Blue Nation to perform at the 2012 Crystal Classic Ice Sculpting Competition to be held on Friday, February 17, 2012. Blue Nation will play from 6:30 pm to 9:30 pm on Expedition Island Parking Lot. If weather does not permit Blue Nation to play they will be moved inside the Pavilion. The City will provide an adequate stage and power for the band.

The City of Green River Parks and Recreation Department has agreed to pay Blue Nation \$1,000 for three hours of play time on Friday, February 17, 2012 from 6:30 pm to 9:30 pm.

I, the undersigned, agree to the above terms.

Signed:

Dave Jensen, Blue Nation

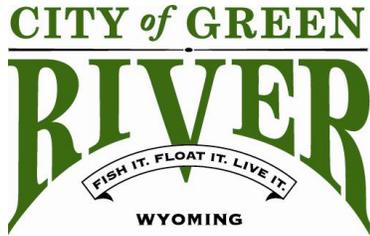
Date: _____

Signed:

Hank Castillon, Mayor

Date: _____

cc: Allan Wilson, Director of Parks and Recreation
Katie Duncombe, Recreation Supervisor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 12-22-11	Submitting Department: Police
Meeting Date: 1-3-12	Department Director: Chief Chris Steffen
	Presenter: Chief Chris Steffen

Subject: ACCEPTANCE OF THE U.S. DEPARTMENT OF HOMELAND SECURITY, STATE HOMELAND SECURITY GRANT PROGRAM, LAW ENFORCEMENT AND TERRORISM PREVENTION-ORIENTED ACTIVITIES GRANT FOR FFY 2011.

Purpose Statement:

Consideration of accepting the 2011 LEPTA HLS Grant in the amount of \$23,232.36 for Law Enforcement specific purchases.

Background/Alternatives:

For numerous years the Wyoming branch of the US Department of Homeland Security allocates funding to all Wyoming law enforcement agencies for specific purchases in relation to the security of our community. Those initiatives are WYOLINK Interoperability, Wyoming Community preparedness, Regional Emergency Response Teams, Wyoming Improvised Explosive Detection and Response and Wyoming Critical Infrastructure Protection/Geospatial Initiative. This grant is 100% reimbursed by the Wyoming Department of Homeland Security.

Attachments:

Copies of grant agreement

Fiscal Impact:

With this grant the Police Department can complete all our WYOLINK interoperability requirements needed to implement WYOLINK

Staff Impact:

Tracking and doing the appropriate grant required paperwork

Legal Review:

Already approved by Legal Review.

Recommendation:

Approve the acceptance of the grant.

Suggested Motion:

I MOVE to approve the acceptance of the 2011 FFY Wyoming Homeland Security grant in the amount of \$23,232.36.



Matthew H. Mead
Governor

Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017
Website: www.wyohomelandsecurity.state.wy.us
Herschler Bldg., First Floor East, 122 W. 25th St., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron
Director

Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Grant Program (SHSP) Fiscal Year 2011, Law Enforcement and Terrorism Prevention-oriented Activities, (LETPA)

Political Subdivision:	Green River Police Department
Award Amount:	\$23,232.36
Award Period:	September 1, 2011 through March 31, 2014
CFDA #:	97.067
DHS Grant Code:	EMW-2011-SS-0142-S01
Project ID:	11-GPD-GRE-LP-HLE11

- Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is Herschler Bldg, 1st Floor East, 122 West 25th Street, Cheyenne, WY 82002-0001 [Homeland Security] and **Green River Police Department**, whose mailing address 50 East 2nd North, Green River, WY 82935 [Subrecipient].
- Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
- Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2011 U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Homeland Security Grant Program (HSGP), as authorized by the Department of Homeland Security Appropriations Act of 2007, subject to the provisions of Public Law 108-7 (February 20, 2003).
- Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from August 1, 2011 through March 31, 2014. The total amount of this Grant is **\$23,232.36**.

5. **Federal Grant References:** The Fiscal Year 2011 HSGP Program Guidelines [Program Guidelines] can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
6. **Purpose of Grant Award:** The **State Homeland Security Program (SHSP)** supports the implementation of State Homeland Security Strategies to address the identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from acts of terrorism and other catastrophic events. In addition, SHSP supports the implementation of the *National Preparedness Guidelines*, the *National Incident Management System (NIMS)*, the *National Response Framework (NRF)* the *National Strategy for Information Sharing*, and the *National Infrastructure Protection Plan (NIPP)*.

Law Enforcement Terrorism Prevention-oriented Activities (LETPA) funds are dedicated towards law enforcement terrorism prevention-oriented planning, organization, training, exercise, and equipment activities.

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed **\$23,232.36 (twenty three thousand two hundred thirty two dollars and thirty six cents)**. No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Payment Request Form, provided the expenditures comply with the FY2011 Program Guidelines, the authorized expenditures listed in Appendix A of the Program Guidelines, and all applicable federal and state laws.
8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:
- a. Subrecipient must be familiar with all the requirements and restrictions of the Program Guidance, including:
- (1) Subrecipient must be familiar with the 2011 HSGP objectives and priorities identified in the FY 2011 Homeland Security Grant Program guidance which can be found at www.fema.gov, or www.wyohomelandsecurity.state.wy.us.
 - (2) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2011 Homeland Security Grant Program (HSGP) Guidance and Application Kit. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2011 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Program Guidelines unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
 - (3) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security (DHS), Office for Domestic Preparedness (ODP), Fiscal Year 2011 Homeland Security Exercise and Evaluation Program (HSEEP) guidance.
 - (4) Subrecipient agrees to comply with the financial and administrative requirements set

forth in the current edition of the Office of Grant Operations Financial Management Guide.

- (5) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (6) Subrecipient further agrees to comply with the standards put forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.
- (7) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in OMB Circular A-102. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds.
- (8) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: “This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.” Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and WOHS regarding any patent rights that arise from, or are purchased with, this Grant.
- (9) Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or GPD, and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- (10) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
- (11) The Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
- (12) Subrecipient understands and agrees that it cannot use any federal funds, either directly or

indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Grants and Training.

- (13) When implementing NPD-funded activities, the Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
 - (14) The Subrecipient may only fund Investments that were included in the FY 2011 Investment Justification that was submitted to DHS and evaluated through the peer review process.
 - (15) Subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, and Metropolitan Medical Response System).
 - (16) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." Failure of the Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
- b. This Grant cannot be changed or altered in any way without prior written authorization from Homeland Security.
 - c. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
 - d. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5) and the Program Guidelines, Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the NRP and the NIMS implementation guidelines. If applicable, Subrecipient shall ensure that EMPG strategic goals, objectives, operational capabilities, and resource requirements adequately incorporate and reflect the State Homeland Security Strategy. Subrecipient must coordinate EMPG program strategic goals and objectives with State Operational Plans and Procedures.

- e. State, local, and tribal entities shall be fully compliant with NIMS (National Incident Management) by the end of FY 2006 (September 30, 2006). Entities will be required to meet the FY 2009 NIMS implementation requirements as a condition of receiving federal preparedness funding assistance in FY 2009.
- f. State Initiatives focus on building and sustaining programs and capabilities within and across state boundaries, while aligning with the Goal and National Priorities. Capabilities should be strategically located to maximize the return on preparedness investments, and all available funding sources (federal, state, local, and private) should contribute to building and sustaining these capabilities. Grant funds shall be expended on any or all of the following FY 2011 State Initiatives:
 - (1) WYOLINK Interoperability Initiative
 - (2) Wyoming Community Preparedness/Citizen Corp Program
 - (3) Regional Response Teams
 - (4) Wyoming Improvised Explosive Detection and Response
 - (5) Wyoming Critical Infrastructure Protection/Geospatial Initiative
- g. **Subrecipient's quarterly progress reports through March 31, June 30, September 30, and December 31 must be submitted to the Wyoming Office of Homeland Security by April 10, July 10, October 10, and January 10, respectively. Quarterly reports will cover all items listed in the Program Guidelines on page 6. Quarterly report forms will be located on the WOHS website at: <http://wyohomelandsecurity.state.wy.us>**

9. Responsibilities of Homeland Security:

- a. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- b. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- c. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- d. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- e. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

10. Special Provisions:

- a. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to Subrecipient's failure to comply with state or federal requirements.
- b. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments (2 CFR § Part 225).
- c. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549, Debarment and Suspension and CFR 44 § Part 17 or are on the disbarred vendors list at www.epls.gov.
- d. **Disadvantaged Business Requirement:** To the extent Subrecipients use contractors or subcontractors, such subrecipients shall use small, minority, women-owned or disadvantaged

- business concerns and contractors or subcontractors to the extent practicable.
- e. **Drug-Free Workplace:** The Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented at 44 CFR § Part 17, Subpart F.
- f. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per A-97, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- g. **Environmental and Historic Preservation Requirements:** Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the State or FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of the State and FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures, and objects that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction and notify the State and FEMA and the appropriate State Historic Preservation Office. **Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.** Additional information can be found at <http://ojp.usdoj.gov/odp/docs/info271.pdf> and <http://www.fema.gov/plan/ehp/ehp-applicant-help.shtm>.
- h. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- i. **Freedom of Information Act:** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations

concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult State and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520, as these designations may provide additional protection to certain classes of homeland security information.

- j. **Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (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.
- k. **Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes. Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- l. **Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- m. **Limitations on Lobbying Activities:** By signing this agreement, Subrecipient agrees that, in accordance with Public Law 101-121, payments made from a federal grant shall not be utilized by Subrecipient in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan. Further, Subrecipient may not use any federal funds, either directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- n. **Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at www.lep.gov.
- o. **Monitoring Activities:** Homeland Security shall have the right to monitor all Grant related activities of Subrecipient. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all Subrecipient personnel in every phase of performance of Grant related work.
- p. **National Preparedness Reporting Compliance:** Subrecipients must agree to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.

- q. **No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- r. **Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- s. **Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- t. **Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- u. **Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Wyoming Office of Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- v. **Technology Requirements:**
 - (a) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
 - (b) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
 - (c) Subrecipients are encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.

11. General Provisions:

- a. **Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- b. **Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- c. **Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- d. **Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed

by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.

- e. **Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- f. **Compliance with Law:** The Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- g. **Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- h. **Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- i. **Entirety of Grant:** This Grant, consisting of eleven (11) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page; which is attached and incorporation herein; represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- j. **Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient's profession.
- k. **Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- l. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- m. **Independent Subrecipient:** Subrecipient shall function as an independent contractor for the purposes of this Grant, and Subrecipient or its agents and/or employees shall not be considered employees of the State of Wyoming for any purpose. Subrecipient shall assume sole responsibility for any debts or liabilities that may be incurred by Subrecipient in fulfilling the terms of this Grant, and shall be solely responsible for the payment of all Federal, State and local taxes which may accrue because of this Grant. Nothing in this Grant shall be interpreted as authorizing Subrecipient or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or Homeland Security, or to incur any obligation of any kind on the behalf of the State of Wyoming or Homeland Security. Subrecipient agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of Subrecipient or its agents and/or employees as a result of this Grant.

- n. **Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent State statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- o. **Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail, facsimile, e-mail, or delivery in person.
- p. **Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction.
- q. **Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- r. **Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- s. **Sovereign Immunity:** The State of Wyoming and Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- t. **Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- u. **Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.
- v. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant, or to bring an action for the breach of this Grant.
- w. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- x. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach.

“THIS SPACE INTENTIONALLY LEFT BLANK”

12. Signature: By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

The effective date of this Grant is the date of the signature last affixed to this page.

HOMELAND SECURITY

Guy Cameron, Director

Date

TOWN OF GREEN RIVER

Mr. Hank Castillon
Mayor

Date

Police Interim Chief Chris Steffen

Date

Attested by: City/Town Clerk

Date

Approved as to Form:

City/County Attorney

Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton # 82059

S. Jane Caton, Senior Assistant Attorney General

12-7-11

Date

Attachments:

1. Point of Contact Information Form.



City of Green River City Council Meeting Agenda Documentation

Preparation Date: December 22, 2011	Submitting Department: Parks and Recreation
Meeting Date: January 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Memorandum of Understanding with USA Freestyle Kayaking to host the 2012 Green River Expedition Freestyle

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

Purpose Statement

To have the Governing Body approve the Memorandum of Understanding (MOU) between the City of Green River and USA Freestyle Kayaking.

Background/Alternatives

USA Freestyle Kayaking (USAFK) is the governing body in charge of the point series event for kayaking. USAFK has created an MOU for organizations who would like to participate in the point series event. The MOU lays out each agencies responsibilities and requirements to hold an event. The City of Green River Parks and Recreation Department held a successful point series event in 2011 which hosted 28 competitors from all over the United States.

Attachments

Attachment A-Memorandum of Understanding

Fiscal Impact

There will be a charge of \$3,500 to host the event. This money will be taken out of the Leisure Programs budget 10-620.

Staff Impact

Minimal

Legal Review

The City Attorney has approved the attached contract agreement on

Recommendation

Staff recommends that the Governing Body approve the attached Memorandum of Understanding between the City of Green River and USA Freestyle Kayaking.

Suggested Motion

I move to approve the 2012 Memorandum of Understanding between the City of Green River and USA Freestyle Kayaking.

December, 2011

To: USA Freestyle Kayak Point Series Event Organizer
From: USA Freestyle Kayak Steering Committee



Memorandum of Understanding

This is to confirm that the freestyle event represented will participate in the 2012 USAFK Point Series. We appreciate your support for this multiple-location series of events through which competitors will accumulate results-based points. Upon receipt of a signed copy of this MOA we will consider your event and USAFK partners in the effort to implement the USAFK 2012 National Tour.

As a USAFK 2012 Point Series event organizer you will:

- Insure that competitors who would like to participate in the point series compete according to agreed-upon rules and judged by USAFK qualified judges.
- A form will be available to paddlers to join or renew their membership at a rate offered to USAFK Point Series participants.
- Utilize International Canoe Federation judging protocol and current scoring system for classes in which there are three or more competitors:
 - K1 Men Pro, K1 Women Pro, C1 Men, C1 Women, and OC1
 - K1 Men Expert or Open, K1 Women Expert or Open
 - Junior classes for girls and boys 15-18 years old
 - Cadet class for competitors 11-14 years old
- Competitors in the K1 Men Pro, K2 Women Pro, K1 Jr., K1 Jr. Women, C1 and OC1 must be members of USA Canoe Kayak. Competitors in the K1 Men Expert and K1 Women Expert Classes are NOT required to be members of USACK (new for 2012).
- Employ an ICF sanctioned judge as the Head Judge.
- Provide meals for the judging staff.
- Provide lodging for out of town judging staff.
- Provide event results for all classes to Jeremy Laucks at jeremy@chasingrain.com within 48 hours of the close of your event.
- Conduct a community service project in which all competitors are asked to perform tasks that serve your community and send the enclosed 2012 USA Freestyle Kayaking National Tour Community Service Project Summary within two weeks of the close of your event to risa@theshimodagroup.com

The fee for participation in the 2012 USAFK Point Series is **\$3,500**. This is estimated to cover fees for the Head Judge and Administrator (\$300 per person, per day), 3 additional judges (\$200 per person, per day) for a two day event, and \$1,100 that will contribute to a purse for the 2011 Point Series Finals purse. We do not know as yet which event will serve as the final Point Series event. Organizers of the Point Series Finals event may add to the purse.

This fee does not cover judge travel to the event, which individual judges will negotiate separately. If a third judge is not needed to conduct the event, the excess fees will not be returned and will be used by USAFK to add to the kitty or cover unanticipated expenses that will be reviewed with the organizers and documented at year end.

The USA Freestyle Committee will

Judging and Scoring Administration

- Provide an ICF certified judge to serve as your event's Head Judge
- Identify two (for small events) or three additional judges who will serve as the event judges, scribes and an administrative lead.
- Provide rules, scribe and score sheets for use to record scores.
- Provide a form for recording freestyle event results
- Provide an event planning guide for organizers and be available through the year for advice and assistance.
- Compile results and apply points awarded for your event as well as the cumulative total as of the completion of your event.

USACK Communication

- Provide forms for recording and summarizing USACK membership and membership fees received at your event to send to USACK office.
- Send results for Cadet and Junior classes to USACK Junior Olympics organizers.

Promotion

- Mention your event in each formal announcement regarding the 2012 USAFK Point Series.
- Provide a website to communicate event information, photos, video and points updates, as well as and links to your event's site.
- Provide a form to summarize your Community Service project and participation.
- Encourage USAFK Facebook Fans, USACK freestyle members and members of the public to participate in all 2012 USAFK National Tour events.

Agreed on behalf of the respective organizations:

Signature: 

Date: December 11, 2012
USA Freestyle Kayaking

Name: Risa Shimoda

Your Signature:

Date:

Name:

Event Name:

The check payee and address to which funds should be sent will be determined by January 10, 2012.

2012 USA Freestyle Kayaking Point Series
Community Service Project Summary



Event Name :

Contact Name:

Address :

Email :

Phone :

Project Name :

Project Description :

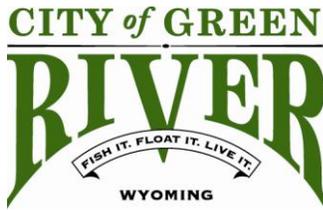
No. of Participants :

No. of Competitors :

Photo(s) Description :
(Attached)

Do you have suggestions for how we can improve this important component of the USAFK National Tour?

Please email this form within one week of the conclusion of your event to Risa Shimoda at risa@theshimodagroup.com, 301-585-4677 p/f, 601 Hudson Ave. #102, Takoma Park, MD 20912. Thank you!



City of Green River City Council Meeting Agenda Documentation

Preparation Date: December 22, 2011	Submitting Department: Parks and Recreation
Meeting Date: January 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Approval of Agreement for Disbursement Receipt and use of Grant Funds for the 2012 Sweetwater County Travel and Tourism grant

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

Purpose Statement

To gain approval from the Governing Body to approve agreement for disbursement of the 2012 Sweetwater County Travel and Tourism grant for the Crystal Classic.

Background/Alternatives

The City of Green River Parks and Recreation Department offers several events that draw participants and spectators from outside the City of Green River. The Sweetwater County Travel and Tourism Board offer grants to aid in advertising and marketing for such events. The Parks and Recreation Department has been approved for one grant this winter to provide additional advertising.

Attachments

Attachment A- The six page Agreement for Disbursement, Receipt and Use Of Grant Funds from the Sweetwater County Travel and Tourism Grant for the Crystal Classic

Fiscal Impact

The event was awarded \$2,000 plus a marketing bonus.

Staff Impact

Staff time to administer the grant

Legal Review

Not Applicable

Recommendation

Staff recommends that the Governing Body authorize the Agreement of Disbursement, Receipt and Use of Grant Funds from the 2012 Sweetwater County Joint Travel and Tourism grant for the Crystal Classic.

Suggested Motion

I move to authorize the Parks and Recreation Department to follow the Agreement of Disbursement, Receipt and Use of Grant Funds from the 2012 Sweetwater County Joint Travel and Tourism grant for the Crystal Classic.



GRANT # 11-12-12

GRANTEE'S TAX ID NUMBER (If applicable): _____

**AGREEMENT FOR DISBURSEMENT, RECEIPT AND
USE OF GRANT FUNDS**

THIS AGREEMENT made the day 19th day of December, 2011, by and between the Sweetwater County Joint Travel and Tourism Board, hereinafter referred to as the Grantor, and the Crystal Classic, hereinafter referred to as the Grantee, for the purpose of governing the disbursement by the Grantor of certain Grant Funds as well as the receipt and use of said grant amounts by the Grantee,

WITNESSETH:

WHEREAS, Grantee has previously submitted an application to the Grantor for the purpose of promoting tourism to Sweetwater County by hosting the Crystal Classic and,

WHEREAS, the Grantor did approve said proposal for Grant Funds in the amount of \$2,000.00; and,

WHEREAS, the Grantor and the Grantee are mutually desirous of funding Grantee's project in the amount previously approved by the Grantor;

NOW, THEREFORE, Grantor and Grantee mutually and expressly agree as follows:

1. CONTRACT AND GOVERNING DOCUMENTS

The Contract Documents pertaining to the disbursement, receipt and use of Grant Funds shall include this Agreement, Grantee's Application for Grant Funds as approved by the Grantor, the Grant Application Guidelines as promulgated by the Grantor, the Grantor's policies and procedures as promulgated by the Grantor, as well as any amendments to such guidelines, policies and procedures as may be in force at the time of the award of any such grant. All of the aforementioned documents and materials are considered material parts of the Contract Documents and, by this reference, are incorporated herein and made a part hereof as though the same were fully set forth.

2. GOVERNING LAW

This Agreement is subject to the Wyoming Joint Powers Act, §16-1-102, *et seq*, Wyoming Statutes Annotated (LexisNexis 2004); §39-15-204 Wyoming Statutes Annotated (LexisNexis 2004); §39-15-211(a)(ii), Wyoming Statutes Annotated (LexisNexis 2004); Uniform Municipal Fiscal Procedures Act, §§ 16-4-101 through 16-4-123, Wyoming Statutes Annotated (LexisNexis

2004); and, any and all other applicable Statutes of the State of Wyoming; and, the Sweetwater County Joint Powers Agreement; and, the Joint Travel and Tourism Board and the Sweetwater County Joint Travel and Tourism Board By-Laws; and, the Sweetwater County Joint Travel and Tourism Board Policies and Procedures. Grantee is charged with full knowledge and understanding of the governing law as well as all terms and provisions of the Contract Documents and agrees to act and conduct its activities in full compliance therewith.

3. FUNDING

(A) Grantor agrees to fund Grantee's promotional project up to and including the amount of \$2,000.00, but under no circumstances shall the amount of funding exceed said amount. The parties mutually and expressly agree that any cost overruns shall be the sole and exclusive responsibility of the Grantee, and the Grantee shall indemnify and hold harmless the Grantor from any liability of whatsoever kind or character relating to the same.

(B) Funding shall be in the form of reimbursement only. The parties mutually and expressly agree that no funds shall be disbursed by the Grantor until after Grantee's project shall have completed and, further, that no funds shall be disbursed until such time as the Grantee has submitted to the Board, a voucher with all necessary attachments and requisite details on or in such form as may be required by Grantor. Grantee agrees that any funds paid by the Grantor will be applied directly to the credit card account the items were charged on. Any request for payment or claim against Grant Funds allocated to the Grantee by the Grantor must be submitted within one hundred and twenty (120) days of completion of Grantee's project or the same shall be deemed to be waived and barred. All responsibility and liability for the completion or non-completion of any documentation required by the Contract Documents shall rest solely with the Grantee.

(C) The parties hereto further mutually and expressly agree that the Grantee shall not request payment for, nor will the Grantor approve, any non-itemized expenditure or an expenditure which is inconsistent with, or which deviated from, Grantee's original Application for Grant Funds or the Award of Grant and under no circumstances shall any disbursement be made in excess of the itemized amount approved in conjunction with the Award of Grant.

(D) To the extent that Grantee's project includes the production of promotional materials which is funded in whole or in part by Grant Funds, said promotional materials shall include a credit worded substantially as follows:

**"PRODUCED IN COOPERATION WITH THE
SWEETWATER COUNTY JOINT TRAVEL AND
TOURISM BOARD"**

(E) The parties expressly understand, agree, and acknowledge that no obligation of Grantor's Board shall continue beyond its existence or become the obligation of any of the parties to the Sweetwater County Travel & Tourism Board Joint Powers Agreement. The parties further expressly understand, agree, and acknowledge that in the event of an unforeseen economic emergency, or other exigent or cogent reason, the Grantor shall have the sole authority to cancel, rescind, and hold null and void this Agreement for Disbursement, Receipt and Use of Grant Funds by providing to Grantee written notice of its intent to do so at any time, without incurring any liability whatsoever therefore to Grantee or any other person or entity claiming any benefit herefrom.

4. EVALUATIONS, REVIEW AND TERMINATION OF FUNDING

Grantor reserves the right to periodically review, inspect and evaluate the progress of Grantee's project or any components thereof to determine compliance or noncompliance with the stipulations of the Grant Award or conditions imposed by the Contract Documents. In the event it is determined that the Grantee is in noncompliance or is deviating from the Grant as approved; Grantor reserves the right, in its sole discretion, to terminate and cancel all or a portion of its funding commitment without incurring any liability to the Grantee. In addition, the Board reserves the right, in its sole discretion, to amend any Grant or Award at any time prior to Grantee's actual expenditure of funds in reliance thereon. It is mutually and expressly agreed that Grantee shall expend no funds in reliance upon any Grant Award nor shall request for payment or claims for reimbursement be made for any expense incurred prior to the execution of the Agreement.

5. INDEMNIFICATION

(A) Notwithstanding and without limiting the generalities of the obligations and covenants contained in this Agreement and the Contract Documents, the parties mutually and expressly agree that the Grantor's involvement in any of Grantee's projects is that of a funding agency only and that the responsibility for the conduct or supervision of Grantee's project or activities, rests solely with the Grantee. Grantee agrees to indemnify and hold harmless the Grantor from and against any claims and/or damages of whatsoever kind and character including, but not limited to, costs, attorney's fees and expenses, with or without court action, and irrespective of whether the same be to property or person, including injury or death, which costs, claims or damages may result from the conduct by Grantee or of Grantee's project or activity.

(B) Except as specifically directed or authorized herein, the Grantee is not permitted to, and Grantee shall not, use the name of the Grantor for the purposes of inducing any third party to enter into any contract or to incur any liability or exposure to the Grantee. Furthermore, the Grantee shall conduct all its affairs to avoid creating an impression or appearance that Grantor's involvement with any project or activity of Grantee is any more than that specified in the Contract Documents.

6. COMPLIANCE WITH GOVERNING LAW

In addition with the provisions of governing set forth in Paragraph 2 hereinabove, the Grantee shall also comply with all any and all applicable Federal, State, Local Laws, Ordinances, or Codes.

7. BOOKS AND RECORDS

Grantee shall maintain books and accounts of its project and activities and related costs and expenses in accordance with generally accepted accounting principals and practices; which books and records shall be available to the Grantor during Grantee's normal business hours for the duration of Grantee's project or activity. Grantee shall timely furnish to Grantor any and all information, documents, receipts, invoices, and the like which Grantor, its accountants, auditors, or legal counsel, may request.

8. NOTICE

All notices required, or other official correspondence relating to Grantee's project or activity, shall be made by U.S. Postal Service first class mail to the following:

For the Grantor:

Jenissa Bartlett
SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD
404 N Street, Suite 304
Rock Springs, WY 82902

For the Grantee:

Katie Duncombe
City of Green River
Crystal Classic
50 East 2nd North
Green River, WY 82935

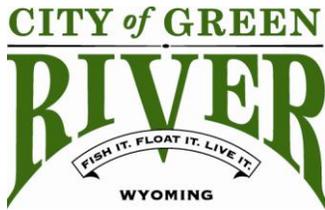
Sweetwater County Joint Travel and Tourism
Grant No. 11-12-12
Agreement for Disbursement
Page 5

The undersigned represent and warrant that they have full authority and are empowered to execute this Agreement on behalf of the Grantor and Grantee.

SWEETWATER COUNTY JOINT TRAVEL AND TOURISM BOARD, GRANTOR

By:  _____
Board Member

By:  _____
Board Member



City of Green River City Council Meeting Agenda Documentation

Preparation Date: December 21, 2011	Submitting Department: Parks and Recreation
Meeting Date: January 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda

Subject: Approval of the 2012 Crystal Classic Contract with Rock On Ice
 (NOTE: all sections must be completed for this report to be placed on the city council meeting agenda)

Purpose Statement

To gain approval from the Governing Body for the contract between the City of Green River and Rock on Ice to prepare and construct two ice features and provide two interactive projects for the 2012 Crystal Classic.

Background/Alternatives

The City of Green River Parks and Recreation Department will be hosting the 2012 Crystal Classic on Expedition Island. The Department is working on making the event a Winter Festival for adults and families to enjoy. Rock on Ice will create an ice bar and face hole features along with providing two interactive family activities for spectators to enjoy.

Attachments

Attachment A- Contract between the City of Green River and Rock on Ice.

Fiscal Impact

The City will pay the contractor \$2,900 for two features and two demonstrations.

Staff Impact

Minimal

Legal Review

This contract was reviewed and approved by the City Attorney on December 29, 2011

Recommendation

Staff recommends that the Governing Body approve the contract between the City of Green River and Rock On Ice to build and prepare an ice bar and two face hole features along with two interactive activities for the Crystal Classic on February 17 & 18, 2012 in which the City agrees to pay the company \$2,900.

Suggested Motion

I move to approve the contract between the City of Green River Parks and Recreation Department and Rock On Ice in the amount of \$2,900.



Rock On Ice / Art The Experience
668 Harmon Plaza
Columbus, OH 43223
614.449.8770
www.rockonice.com
www.arttheexperience.com

Green River Wyoming

December 22, 2011

Dear,

Thank you for contacting us. If you do not already know, I am an ice sculptor that specializes in creating and organizing winter festivals and ice carving competitions. I am a Certified Master Carver and Ice Carving Educator by The National Ice Carving Association and I have been carving ice for 20 years now.

Attached are some concepts and designs for you to look over regarding ice sculptures for your festival. My company has been involved in running major festivals in cities all over the country. We currently manage festivals in Michigan, Ohio, Colorado, Missouri and Tennessee. The format we use has worked for 20 years now.

About 10 years ago it became obvious to me that ice was not enough. So I started to venture out into the art world. It started with sand carving. I worked with Paul Dawkins who was at the time a 7-time world champion. He pulled me into the competition circuit because he enjoyed my ice art. Since then I have been hooked and I just started trying new mediums to display my art.

Today we have another division of our company that we titled; Art The Experience. This side of our company deals with artistic entertainment using different art forms. They include; sand sculpting, woodcarving, sidewalk chalk drawings, painting, vegetable carving, pumpkin carving and performance ice sculpting. Please take the time to check out our other web site www.arttheexperience.com, you will not be disappointed.

Our company focuses on interactive art activities that appeal to families. We believe very strongly that if the kids are having fun then the whole family will go home with a happy experience.

If ever you are in need of any type of artistic demonstration or interactive art displays please feel free to contact me.

Thank you,

Gregory J. Butauski,
Certified Master Sculptor
Rock On Ice Productions
Art The Experience

What Should I have at my Ice Festival?

When designing your festival you should consider many different things. These are just ideas and things for you to think about for your event.

Sponsor blocks (Street pieces)	Pre-carved single block sculptures
Demonstrations	Ice carved on site for spectators to see
Displays	Pre-carved larger displays ready for viewing
Shows	Speed Carving or informative style demonstrations
Interactive sculptures	Allows crowd to interact with the ice
Ice Games	More interactions using common games made of ice.
Competitions	Great way to attract media attention

It is important to have pre-carved sculptures for your event. When you schedule times on advertisements and you say that the event begins at 10 am then you should have ice ready to be viewed at this time. Nothing is worse than getting the family together to go and check out ice sculptures and there is nothing on display! These include Street pieces.

Demonstrations are important to have so the people can walk around and see the actual process of sculpting. This is entertaining and allows the crowd to interact with the carver and ask questions in an informal environment. It is also important to have some larger carvings as demonstrations. The best value for your money is to have some mid-size sculptures (4 blockers). These offer a big size for not a very big price. They create a wow factor for the crowd and can be carved in a very reasonable time frame for demonstration.

Shows are geared towards entertaining; we often use music and speed carving for the format. Shows can vary and we like to create shows that inform the audience as well. People have a lot of questions about ice and the process of making and creating ice sculptures. Shows allow them to see and learn about some of these techniques.

Interactive sculptures are important for the spectators because it allows for great family photos. Kids get their pictures taken with bigger carvings and they can interact with the ice by sitting on it or sticking their face in it. One of our most popular items is the autograph session. We create little sculptures for each kid by carving something into the ice and letting them keep it. We also put their name on it. Everyone gets his or her very own ice sculpture to take home!

Ice gaming is great way to interact with the ice. For those families that are active and like to compete this is a definite must.

Competitions will draw that media attention you are looking for. The public loves to come and watch carvers compete for prize money. The drama and excitement of an ice carving competition is something can create a buzz in your community and draw media attention. The National Ice Carving Association sanctions all of our competitions. Not all festivals are able to hold these prestigious events, but the ones that do sure do draw a lot of attention to their towns.

Travel Fee Waived

If you order \$2000 or more and wave our entry fee for up to three carvers in the competitions. We will also guarantee at least two carvers to compete in your competition (if not more).

Requirements for Promoter

Ice

Crowd Control

Water source

Proper lighting

Stage

Deposit

Payment

Order form

All ice to be carved

Stanchions are required to keep the public back from the carving area.

We have some stanchions if you need help in this area.

We need to be able to fill buckets of water somewhere near the carving site

If the event is held at night you must provide a well lighted area for us to carve.

If available stages work great for shows and certain demonstrations.

Due in advance to reserve your days and times for your festival

Due on the day of the event unless agreed by both parties.

Signed copy with the deposit check (do not need to know complete order

Rock On Ice Contract

ROCKONICE.COM email: greg@rockonice.com
PHONE (614) 449 – 8770 FAX (614) 449 – 1599
668 HARMON PLAZA
COLUMBUS, OH 43223

NAME OF CONTACT: _____

FESTIVAL OR COMPANY NAME: _____

E-MAIL ADDRESS: _____

FULL ADDRESS: _____

PHONE #: _____ **FAX #** _____

START TIME: _____

DATE OF FUNCTION: _____

LOCATION OF EVENT: _____

AMOUNT OF ORDER \$ _____

AMOUNT OF DEPOSIT: \$1000

BALANCE DUE (day of event): _____

To begin the ordering process please sign and date, mail in this preliminary contract and that will reserve your day or dates. The size of your festival does not need to be determined at this time. If you are prepared to order your festival now, you can simply circle the appropriate packages and mail them in with this contract. For your convenience a the final order does not have to be printed and attached to this form.

Deposits are non refundable. Larger events may be asked to pay for their event by installments.

SIGNATURE: _____ **DATE:** _____