

GREEN HANDS USA DAY PROCLAMATION

WHEREAS, the City of Green River Recycling program helps us ensure a more sustainable natural environment; and

WHEREAS, it is important to continue to improve our community as we work to make recycling programs in our community more comprehensive, convenient and beneficial; and

WHEREAS, three little words, Reduce, Reuse, and Recycle make a big difference for the environment; these three words refer to how people should handle waste, which is currently a big problem on Earth. Recycling is a key component of the "Reduce, Reuse, Recycle concept; and

WHEREAS, Green Hands USA is the country's largest green project activation network; providing tools, services and resources for local green project partners and volunteers all across the USA, including public works departments. Green Hands USA helps foster a positive relationship between your local government and the community; and

WHEREAS, the City of Green River will host a "GREEN HANDS USA DAY" Saturday, April 28, 2012 from 9:00 am to 2:00 pm, to beautify the Recycling Center and surrounding areas; and

WHEREAS, participating in the Green Hands USA's National Green Volunteer Day helps your community achieve a cleaner, safer and healthier environment for all to enjoy; and

WHEREAS, the entire day will focus on thinking "green" and what actions will serve to protect our planet and ensure a safe and clean planet for generations; and

WHEREAS, the governing body is encouraging citizens to join in a local "Green" project, participate in the Green Hands USA Day and volunteer on Saturday, April 28, 2012 from 9:00 am – 2:00 pm at the Berto Castillon Recycling Facility, 325 E. Teton.

NOW, THEREFORE, BE IT RESOLVED that I, Mayor Hank Castillon, do hereby declare **April 28, 2012**

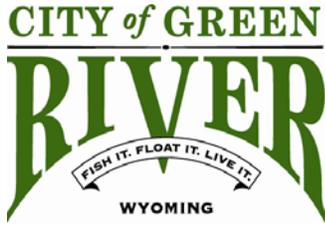
GREEN HANDS USA DAY

in Green River and encourage all citizens to get involved and take this opportunity to reduce, reuse, and recycle to keep our community green and clean.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of April, 2012.



A handwritten signature in blue ink, which appears to read "Hank Castillon".



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 6, 2012	Submitting Department: Finance
Meeting Date: April 17, 2012	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject:

PUBLIC HEARING: for the sale of a used City fire truck to Boulder Lake Improvement District

Purpose Statement:

This fire truck was offered for sale during the month of February to the general public with a closing bid date of March 7, 2012. We did not receive any offers on this fire truck, but have since received a request from Boulder Lake Improvement District to purchase this fire truck. Boulder Lake Improvement District will use this vehicle for fire protection in the District.

Attachments:

Public Hearing Notice, Letter of Request

Fiscal Impact:

Selling price \$5,010

Staff Impact:

Minimal

Legal Review:

N/A

Recommendation:

Staff recommends approval

PUBLIC HEARING NOTICE

TAKE NOTICE that the Green River City Council will hold a public hearing in the Green River City Hall Council Chambers at 7:00 p.m., April 17, 2012, where all interested parties will have the opportunity to appear and be heard regarding the following:

The sale by the City of a used fire truck to the Boulder Lake Improvement District, a political subdivision of the State of Wyoming, for the sum of \$5,010.00.

The public is invited to comment in person or submit written comments on this item. Please contact Jeff Nieters, Director of Finance, at 872-6122 with any questions regarding this matter.

Publish: March 28; April 4, 11, 2012

Boulder Lake Improvement District

P.O. Box 12, Boulder, WY 82923

Phone 307-537-5418



March 19, 2012

City of Green River
50 E 2nd North
Green River, Wyoming 82935
Attn: Mayor H. Castillon

Boulder Lake Improvement District understands from several sources that the City of Green River is still looking to sell their 1983 La France Fire Truck number 32-9. The Boulder Lake Improvement District has canvassed its property owners and obtained several donations which allows us to consider the purchase of a second truck thereby upgrading our fire suppression capabilities and replacing our older 1967 truck.

The Boulder Lake improvement District therefore, submits a bid of Five Thousand, Ten Dollars [\$5,010.00] for purchase of Engine 32 – 9 at this time.

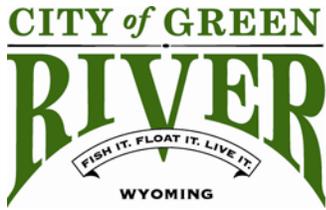
If this meets with the approval of The City of Green River please let the District know when the Engine is available so that the required title and financial details can be finalized.

Respectfully

Robert J. Cordes
Secy. /Treas. BLID

cc: Barry Cook, City Administrator 
Jeff Nieters, Director of Finance
Mike Kennedy, Fire Chief

3/21/12
Jeff
Talked with Mike Kennedy
about this He is ok to sell
to the District
Barry



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: March 28, 2012	Submitting Department: Parks & Recreation
Meeting Date: April 17, 2012	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject: Council consideration of 2nd Reading of the proposed ordinance to vacate the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

Purpose Statement: 2nd Reading of a proposed Ordinance to vacate the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

Background/Alternatives The Community Development Department received a letter from Choice Engineering Services on behalf of A&T Land Development, LLC to formally request that the City of Green River consider moving forward with the statutory process to vacate this property as parkland.

In accordance with W.S. 15-7-303, if the governing body considers it to be in the public interest to vacate any public park or part thereof from the public use to which it was dedicated, it shall set a time and place for a public hearing upon the proposal to vacate. Notice of such hearing was held on March 20, 2012. Notice of the hearing was published for three consecutive weeks in the Green River Star (February 29, 2012, March 7, 2012 and March 14, 2012).

Attachments:
 Proposed Ordinance

Fiscal Impact:

Staff Impact: NA

Legal Review:
 Approved

Recommendation: Staff recommends the Governing Body proceed with the 2nd Reading of the ordinance vacating the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

Suggested Motion: I move to approve on 2nd reading the ordinance vacating the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

Ordinance No. 12-_____

AN ORDINANCE VACATING OLD LINCOLN TRACK AND FIELD AT CASTLE ROCK PARK FROM PUBLIC PARK LAND.

WHEREAS, on March 21, 2007, the Governing Body of the City of Green River passed and approved Resolution No. R07-21 dedicating Tract B of the Lincoln School Addition to the City of Green River as a public park and naming said park Old Lincoln Track and Field at Castle Rock Park; and,

WHEREAS, on February 23, 2012, the City of Green River Parks and Recreation Advisory Board considered the proposal to vacate from public park use Old Lincoln Track and Field at Castle Rock Park for the purpose of future property disposal; and,

WHEREAS, on February 23, 2012, the City of Green River Parks and Recreation Advisory Board voted to recommend approval of the park vacation providing that Tract C of Lincoln Addition becomes parkland; with some improvements to be developed by the contractor per the direction of the Parks and Recreation Department, to include sewer, water, power and a 10 foot wide pathway around the perimeter on the newly dedicated park land (Tract C); and,

WHEREAS, on March 20, 2012, the Governing Body held a public hearing in accordance with W.S. 115-7-304 to solicit comments on the proposal to vacate from public park use Old Lincoln Track and Field at Castle Rock Park for the purpose of future property disposal; and,

WHEREAS, on March 20, 2012, the Governing Body voted to authorize staff to prepare an ordinance to vacate the public park named as “Old Lincoln Track and Field at Castle Rock Park” with the conditions as recommended by the Parks and Recreation Advisory Board, and place said ordinance on the April 3, 2012 City Council Agenda for first reading.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GREEN RIVER, STATE OF WYOMING, that Old Lincoln Track and Field at Castle Rock Park is hereby vacated from public park land with the following conditions:

1. As recommended by the City of Green River Parks and Recreation Advisory Board, that Tract C of Lincoln School Addition becomes parkland; with some improvements to be developed by the contractor per the direction of the Parks and Recreation Department, to include sewer, water, power and a 10 foot wide pathway around the perimeter on the newly dedicated park land (Tract C); and,
2. The City of Green River will continue to maintain Tract B of the Lincoln School Addition (formerly Old Lincoln Track and Field at Castle Rock Park) during the time that the property remains in the ownership of the City of Green River.

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

CITY OF GREEN RIVER, WYOMING
A Municipal Corporation

ATTEST:

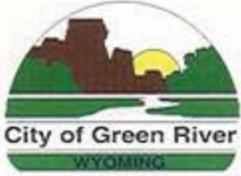
City Clerk

Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 9, 2012	Submitting Department: Police Dept.
Meeting Date: April 17, 2012	Department Director: Chief Chris Steffen
	Presenter: Lt. Tom Jarvie

Subject:

Resolution to amend account 220-6860 (Police Department Criminal Investigation Account) to add \$1,500 for the Camp POSTCARD activity in June of 2012 in Casper Wyoming, and for the purchase of small nic nacs to be handed out by SRO's/school administrators to encourage and reward positive behavior from students. This amount will last until the next budget year.

Purpose Statement

To have funds in the appropriate account to draw from for the remainder of this budget year. These funds come from donations made to the SRO Program.

Background/Alternatives

This is not a new account. Some of the funds donated to the SRO Program are funds that were originally donated to the DARE Program but since that program was discontinued those contributions were redirected to the SRO Program (With permission from the donors). We are just moving some of the donated funds into an account so a portion of that money can be used.

Attachments

None

Fiscal Impact

\$1,500

Staff Impact

None

Legal Review

None

Recommendation

To approve the resolution to move a portion of the donated funds for the SRO Program to account 220-6860 (Special Projects) to cover some of the cost for the Camp POSTCARD activity and for SRO nic nacs.

Suggested Motion

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase in the General Fund for the Police Department to use funds in the SRO Program in the amount of \$1,500

Resolution No. R12-

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE GENERAL FUND FOR THE POLICE DEPARTMENT TO USE FUNDS IN THE SRO PROGRAM IN THE AMOUNT OF \$1,500

Whereas, to increase the expenditure budget authority in the General Fund: line item 10-220-6860 (Special Projects) in the amount of \$1,500

And whereas, to decrease the SRO Reserve Fund in the General Fund in the amount of \$1,500

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

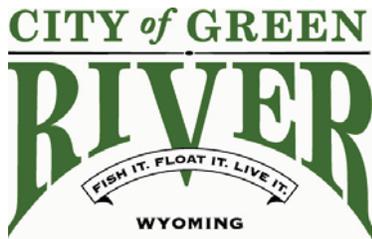
PASSED, APPROVED AND ADOPTED THIS 17th DAY OF APRIL, 2012.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: 4.10.12	Submitting Department: Parks and Recreation
Meeting Date: 4.17.12	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject

Acceptance of guarantee of pricing from Groathouse Construction, Inc for the Child Development Center Construction Project

Fiscal Impact

The guaranteed cost for Groathouse for the Child Development Center Construction Project is 6,663,509.00.

Purpose Statement

The purpose is to accept a guaranteed price from Groathouse Construction, Inc for the Child Development Center Construction Project.

Background/Alternatives

The objective is to acquire a guarantee from Groathouse Construction, Inc for the construction of the Child Development Center Project.

The resolution is borrowing \$1,100,000 from the Risk Management Fund. The over collection of the 6th penny will not be distributed to the City until after January, 2013. Once the 6th penny money is remitted to the City, we will place \$1,100,000 back into the Risk Management Fund.

Attachments

Guaranteed pricing from Groathouse Construction, Inc
Resolution

Staff Impact

Minimal

Legal Review

The agreement is pending Legal Review

Recommendation

Staff recommends accepting the price guarantee from Groathouse Construction, Inc for the construction of the Child Development Center pending legal review and entering into the agreement.

Suggested Motion

I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase the Capital Projects Fund for the Child Development Center Building Project in the amount of \$1,100,000 and to accept the price guarantee from Groathouse Construction, Inc pending legal review for the construction of the Child Development Center and authorize the Mayor to enter into an agreement

**Amendment No. 1 to Agreement
Between Owner and Construction Manager
April 17, 2012**

Pursuant to Paragraph 2.2 of the Agreement, dated December 23, 2011 between City of Green River (*Owner*) and Groathouse Construction, Inc. (*Construction Manager*) for the Child Development Center (*the Project*); the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

**ARTICLE 1
GUARANTEED MAXIMUM PRICE**

The Construction Manager's Guaranteed Maximum Price (GMP) for the Work as defined in Article 2.2.3 and the Construction Manager's Fee as defined in Article 5.1.1, is Six Million, Six Hundred Sixty-Three Thousand, Five Hundred Nine Dollars (\$6,663,509.00).

This Price is for the performance of the Work in accordance with the following listed Contract Documents and items included with this proposal:

- Drawings* - Ohlson Lavoie Collaborative, Project Number 11043, Sweetwater County Child Development Center, 100% Construction Drawings dated February 29, 2012.
- Specifications* - Ohlson Lavoie Collaborative, Project Number 11043, Sweetwater County Child Development Center, Project Manual Volumes 1 & 2 dated February 29, 2012.
- Addenda* - Ohlson Lavoie Collaborative, Project Number 11043, Sweetwater County Child Development Center, , Addendum No. 1 dated March 22, 2012, Addendum No. 2 dated March 28, 2012, Addendum No. 3 dated April 3, 2012, Bid Package Clarifications 3A & 3E, 4, 8D, 19A dated April 4, 2012, and all included in this proposal in CD-ROM format.
- GMP Estimate* - GMP Estimate prepared by Groathouse Construction, Inc. dated April 17, 2012, Bid Package Summary Pages 1 and 2 and Bid Evaluation Pages 1 through 6 dated April 17, 2012.
- Allowance Items (material & labor) included in the GMP*—See Attachment A

Note: This Amendment is for Bids received April 5, 2012.

**ARTICLE 2
CONTRACT TIME**

The dates of Substantial Completion established by this Amendment are:

New Building Substantial Completion is March 15, 2013*; and
Sitework Substantial Completion is May 31, 2013*.

*This Substantial Completion dates are contingent upon the following:

- Execution of this Amendment by April 17, 2012.

GROATHOUSE CONSTRUCTION, INC.
(*Construction Manager*)

BY: _____
Fred A. Bronnenberg, *President*

DATE: _____

ATTEST: _____

CITY OF GREEN RIVER, WYOMING
(*Owner*)

BY: _____
Hank Castillon, *Mayor*

DATE: _____

ATTEST: _____

Bid Package Summary
Sweetwater County Child Development Center
Bid Grid Estimate

Groathouse Construction, Inc.

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 April 17, 2012

Bid Packages	Labor Amount	Material Amount	Sub Amount	Other Amount	Total Amount
0 Gen Requirements	228,909	7,745	19,292	123,759	379,704
1 General Construct	93,005	186,800	28,247	56,948	365,000
2A Earthwork			288,000		288,000
3A Foundations			164,132		164,132
3C Reinf Material		31,500			31,500
3E Slabs & Steps			95,505		95,505
4 Masonry			164,867		164,867
5 Steel Material		273,447			273,447
6 Steel Erection			114,935		114,935
7A Gypsum Board			306,473		306,473
7C Acoustic Ceiling			80,000		80,000
7D Siding			57,600		57,600
7E Rainscreen Frmng			46,514		46,514
8D Membrane Roof			200,319		200,319
9 Doors & Hardware		99,972			99,972
10 Alum Door & Wndws			168,982		168,982
11C Unit Skylights			14,200		14,200
12 Painting			49,830		49,830
13A Ceramic Tile			44,422		44,422
13C Carpet & Rslnt			125,244		125,244
13E Epoxy Flooring			3,420		3,420
14A Arch Casework			142,811		142,811
16A Prefab Partition			76,616		76,616
16F Gym Equipment			19,110		19,110
16G Window Coverings			5,337		5,337
17A Elevators			49,100		49,100
18 Mechanical			871,515		871,515
19A Electrical			642,569		642,569
20A Fencing			38,785		38,785
20B Irrigation Sys			114,000		114,000
21A Asphalt Pvmt			530,300		530,300
21B Site Concrete			161,000		161,000
21C Decor Concrete			43,000		43,000
23J Wood Framing			44,375		44,375
24A Playgrnd Surface			34,675		34,675
24B Playground Equip			75,000		75,000

Bid Package Summary
Sweetwater County Child Development Center
Bid Grid Estimate

Groathouse Construction, Inc.

Page 2
 April 17, 2012

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	321,914		7,882.802 hrs	
Material	599,464			
Subcontract	4,820,175			
Other	180,707			
	5,922,259	5,922,259		
Contingency	296,113			5.000 %
Sales / Use Tax	20,633			
General Liability	31,195			0.500 %
Builder's Risk	12,000			
Fire Marshal Fee	17,519			
CM/GC Bonds	46,480			
	423,940	6,346,199		
CM Fee	317,310			5.000 %
	317,310	6,663,509		
Total		6,663,509		

**Sweetwater County
Child Development Center
Bid Evaluation**

Bid Package Number	Bid Package Description	Pre-Qualified Bidders	Bid Amount	Apparent Low Bidder		Variance
				Bid Amount	CD Estimate	
1	General Construction Work	Groathouse Construction, Inc.	\$ 365,000	\$ 365,000	\$ 365,000	-
2A	Earthwork	DeBernardi Construction High Desert Construction Jackman Construction	\$ 288,000 \$ 334,955 \$ 515,771	\$ 288,000	\$ 332,506	(44,506)
3A	Foundations	Total Concrete Services DeBernardi Construction	\$ 164,132 \$ 237,160	\$ 164,132	\$ 139,347	24,785
3C	Reinforcing Mat'l	Teton Steel CMC Rebar	\$ 31,500 \$ 21,384	\$ 31,500	\$ 24,257	7,243
3E	Slabs Steps & Misc <i>deduct \$3,100 for vapor barrier</i>	Total Concrete Services DeBernardi Construction	\$ 95,505 \$ 138,000	\$ 95,505	\$ 113,935	(18,430)
4	Masonry	TMC Builders Barton Masonry Wasatch Masonry IMS Masonry McQueen Masonry	\$ 164,867 \$ 172,500 \$ 181,325 \$ 196,940 \$ 230,052	\$ 164,867	\$ 134,318	30,549

**Sweetwater County
Child Development Center
Bid Evaluation**

April 17, 2012

2 of 6

Bid Package Number	Bid Package Description	Pre-Qualified Bidders	Bid Amount	Apparent Low Bidder	CD Estimate	Variance
5	Steel Material deducted \$13,672 for sales tax	PUMA Wyoming Steel Anderson Steel Supply WMK D&F Steel Pepper Tank Contracting	\$ 273,447 \$ 296,304 \$ 304,000 \$ 304,000 \$ 315,600 \$ 387,000	\$ 273,447	\$ 318,700	\$ (45,253)
6	Steel Erection	Wyoming Steel Groathouse Construction, Inc. Eastgate Erectors	\$ 114,935 \$ 176,500 \$ 184,848	\$ 114,935	\$ 178,634	\$ (63,699)
7A	Gypsum Board Assemblies	Standard Drywall, Inc. Valley Drywall Advanced Wall Systems	\$ 306,473 \$ 393,000 \$ 417,500	\$ 306,473	\$ 310,933	\$ (4,460)
7C	Acoustical Ceilings	Valley Drywall Standard Drywall	\$ 80,000 \$ 91,484	\$ 80,000	\$ 65,205	\$ 14,795
7D	Siding		\$ -	\$ 57,600	\$ 57,600	\$ -
7E	Rainscreen Framing	Standard Drywall	\$ 46,514	\$ 46,514	\$ 47,000	\$ (486)

**Sweetwater County
Child Development Center
Bid Evaluation**

April 17, 2012

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Bid Package Number	Bid Package Description	Pre-Qualified Bidders	Apparent Low		Variance
			Bid Amount	Bidder	
8D	Membrane Roofing & Architectural Metal	Redd Roofing	\$ 200,319	\$ 200,319	\$ (15,769)
		Douglass Roofing	\$ 219,389		
		Thomas D Robison	\$ 234,301		
		Big Horn Roofing	\$ 236,100		
9	Doors and Hardware	Evergreen Construction Specialties	\$ 99,972	\$ 99,972	\$ (10,420)
		Rex Robertson	\$ 114,614		
		Architectural Building Supply	\$ 127,800		
		DH Pace Door Services	\$ 143,461		
		Anderson Steel & Supply	\$ 144,650		
		Overhead Door Co. of Riverton/Lander	\$ 168,982	\$ 168,982	\$ (61,593)
10	Aluminum Doors and Windows				
11C	Unit Skylights	AIA Industries, Inc	\$ 14,200	\$ 14,200	\$ (6,680)
12	Painting, Wall Covering, and Sealants	Excel Coatings	\$ 49,830	\$ 49,830	\$ 6,491
		Signature Painting	\$ 66,800		
		National Coatings	\$ 93,024		
13A	Ceramic Tile Flooring and Ceramic Wall Coverings	Décor II	\$ 44,422	\$ 44,422	\$ 19,011
		Spectra Contract Flooring	\$ 57,800		

**Sweetwater County
Child Development Center
Bid Evaluation**

April 17, 2012

4 of 6

Bid Package Number	Bid Package Description	Pre-Qualified Bidders	Apparent Low		Variance
			Bid Amount	Bidder	
13C	Carpet and Resilient Tile Flooring	Spectra Contract Flooring Décor II Wall 2 Wall Commercial Floor Covering	\$ 125,244 \$ 132,675 \$ 133,905	\$ 125,244 \$ 95,491 \$ 29,753	
13E	Resinous Flooring	Excel Coatings	\$ 3,420	\$ 3,420 \$ 3,848 \$ (428)	
14A	Architectural Casework <i>deducted \$7,000 for mid-grade countertops</i>	Callaghan Cabinets Woodwise Cabinets Sidney Millwork TMI Storage Systems	\$ 142,811 \$ 155,000 \$ 158,875 \$ 166,626	\$ 142,811 \$ 137,640 \$ 5,171	
16A	Prefabricated Partitions <i>bid Hufcor - Need approval</i>	Powers Products S/D, Inc.	\$ 76,616 \$ 58,716	\$ 76,616 \$ 65,000 \$ 11,616	
16F	Gymnasium Equipment	HASCO, Inc.	\$ 19,110	\$ 19,110 \$ 20,065 \$ (955)	
16G	Window Coverings	Commercial Window Coverings Budget Blinds - Cody	\$ 5,337 \$ 24,420	\$ 5,337 \$ 5,487 \$ (150)	
17A	Elevators	Otis Elevator	\$ 49,100	\$ 49,100 \$ 60,000 \$ (10,900)	

**Sweetwater County
Child Development Center
Bid Evaluation**

April 17, 2012

5 of 6

Bid Package Number	Bid Package Description	Pre-Qualified Bidders	Bid Amount	Apparent Low Bidder	CD Estimate	Variance
18	Mechanical deducted \$10,000 for PVC pipe no fire protection	Vaughns Plumbing and Heating Ben Lemond Mechanical	\$ 871,515 \$ 757,633	\$ 871,515	\$ 876,645	\$ (5,130)
19A	Electrical deducted \$72,835 for light fixtures & lightning protection	Electrical Connections NEW Electric Intermountain Electric, Inc.	\$ 642,569 \$ 852,000 \$ 995,386	\$ 642,569	\$ 584,430	\$ 58,139
20A	Fencing didn't bid right quantity	Western Fence Olson Fencing Custom Fence Company Borderline Fencing Mountain States Fence	\$ 38,785 \$ 41,550 \$ 47,850 \$ 74,900 \$ 28,270	\$ 38,785	\$ 39,000	\$ (215)
20B	Landscaping and Irrigation	Northern Landscape T Bar Construction Cheeney Landscaping Olson Fencing	\$ 114,000 \$ 152,600 \$ 157,000 \$ 172,000	\$ 114,000	\$ 128,041	\$ (14,041)
21A	Asphalt Pavement	Lewis and Lewis	\$ 530,300	\$ 530,300	\$ 689,458	\$ (159,158)
21B	Site Concrete	DeBernardi Construction Total Concrete Services	\$ 161,000 \$ 193,391	\$ 161,000	\$ 129,754	\$ 31,246

**Sweetwater County
Child Development Center
Bid Evaluation**

April 17, 2012

6 of 6

Bid Package Number	Bid Package Description	Pre-Qualified Bidders	Bid Amount	Apparent Low Bidder	CD Estimate	Variance
21C	Decorative Concrete changed to standard grey concrete	DeBernardi Construction Colorado Hardscapes	\$ 43,000 \$ 175,396	\$ 43,000	\$ 64,295	\$(21,295)
23J	Wood Framing Labor	MW Construction Montgomery Construction	\$ 44,375 \$ 118,000	\$ 44,375	\$ 49,057	\$(4,682)
24A	Playground Surface deducted \$3,942 for base course & geotextile	Children's Playstructures Dakota Fence	\$ 34,675 \$ 58,000	\$ 34,675	\$ 30,000	\$ 4,675
24B	Playground Equipment weren't preapproved & missing equipment install only bid only partial equipment	Groathouse Construction Children's Playstructures Picture Perfect Playgrounds Summit Recreation Dakota Fence	\$ 75,000 \$ 53,537 \$ 19,995 \$ 26,020 \$ 132,800	\$ 75,000	\$ 20,000	\$ 55,000
			Base Bid Subtotals	\$ 5,542,555	\$ 5,732,331	\$(189,776)
			Gen. Req./Add-ons (owner to pay for cost of the work)	\$ 1,120,954	\$ 1,215,537	\$(94,583)
			Base Bid Construction Costs	\$ 6,663,509	\$ 6,947,868	\$(284,359)

Sweetwater County
Child Development Center
Allowances and Post Bid Changes

April 17, 2012

Allowances (including labor & material)		Amount
1	Light Fixtures	\$ 160,000
2	Playground Equipment	\$ 75,000
3	Countertops	\$ 66,000

Post Bid Changes

- 1 Changed all decorative concrete to standard grey concrete
- 2 Eliminate Lightning Protection
- 3 Change all interior cast iron pipe to PVC except for return air plenum
- 4 Eliminate Landfill Fees
- 5 Eliminate Building Permit Fee, Plan Check Fee, & Utility Tap Fees (By Owner)

Resolution No. R12-

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE CAPITAL PROJECTS FUND FOR THE CHILD DEVELOPMENT CENTER BUILDING PROJECT IN THE AMOUNT OF \$1,100,000

Whereas, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9216 (Child Development Center Building Project) in the amount of \$1,100,000

And whereas, to decrease the un-appropriated fund balance in the Risk Management Fund in the amount of \$1,100,000

And whereas, to accept the price guarantee from Groathouse Construction, Inc. pending legal review for the construction of the Child Development Center and authorize the Mayor to enter into an agreement

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

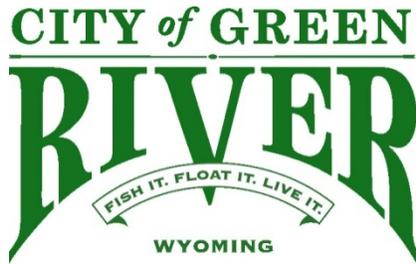
PASSED, APPROVED AND ADOPTED THIS 17th DAY OF APRIL, 2012.

SIGNED:

H. Castillon, Mayor

ATTEST:

Jeffrey Nieters, City Clerk



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

Preparation Date: April 9, 2012	Submitting Department: Public Works
Meeting Date: April 17, 2012	Department Director: Mike Nelson
	Presenter: Mike Nelson

Subject:

Award Bid for the sale of recyclable materials for the Solid Waste Division.

Purpose Statement

To award a Bid for the sale of 4-loads of OCC (corrugated cardboard) recycled materials.

Background/Alternatives

The City requested bids for the purpose of selling these recyclable commodities collected through our recycling program. This bid was for a total of 4 truckloads of OCC commodities. We received 2 bids of which 1 were compliant.

Attachments

Bid tab

Fiscal Impact

An estimated \$8,484 in Revenue

Staff Impact

City of Green River, Solid Waste Division will load the recyclables with City supplied equipment.

Legal Review

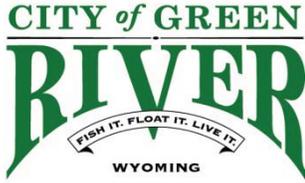
Complete

Recommendation

Award bid to sell the recyclable material to ACP LLC, Logan, Utah at the price determined at the time of pick up. Currently the bid price is \$101/T; this could change depending on the market value at the time of pickup. It is anticipated that the bid price will not change.

Suggested Motion

“I Move to approve the bid award to ACP LLC, Logan, Utah for the sale of 4 loads of OCC at the price determined at the time of pick up, which is not expected to change from the bid price of \$101/ton.”



City Council Meeting
Agenda Documentation

Preparation Date: 3/30/12	Submitting Department: Legislative
Meeting Date: 4/17/12	Department Director: Hank Castillon
	Presenter: Hank Castillon

SUBJECT: VOTING DELEGATES - 2012 WAM ANNUAL CONVENTION

PURPOSE STATEMENT

Appoint the official voting delegate and an alternate to WAM’s Annual Convention Business Meeting on June 16, 2012.

BACKGROUND – ALTERNATIVES

The voting delegate or alternate is the only one allowed to vote on any action on the behalf of the City of Green River at the Wyoming Association of Municipalities Annual Business Meeting. The official voting delegates must be an elected or appointed official.

ATTACHMENTS

WAM Memorandum and 2012 WAM Annual Convention Official Voting Delegate Form

FISCAL IMPACT

N/A

STAFF IMPACT

N/A

LEGAL REVIEW

N/A

RECOMMENDATION

Appoint an official voting delegate and an alternate voting delegate to the 2012 WAM Annual Convention.

SUGGESTED MOTION

I MOVE that _____ be appointed the City of Green River’s official voting delegate to the 2012 WAM Annual convention and that _____ be appointed as alternate voting delegate.



WYOMING
ASSOCIATION
OF MUNICIPALITIES

315 West 27th Street
Cheyenne, WY 82001
Phone (307) 632-0398
FAX (307) 632-1942
email: wam@wyomuni.org

MEMORANDUM

received
3/27/12

TO: All Mayors

FROM: Ginger Newman, Director of Communications and Training

SUBJECT: Voting Delegates for the 2012 WAM Convention

DATE: March 26, 2012

We are requesting that your municipality's governing body appoint its **OFFICIAL VOTING DELEGATE** and **alternate** to WAM's Annual Convention Business Meeting, held Saturday, June 16, 2012 in Laramie. *Any* individual member of the association is entitled to speak during the annual business meeting. However when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and mail/fax it to WAM by Friday, May 25. We appreciate your cooperation and prompt action on this matter to insure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the convention at the last moment, you may re-appoint someone else. In order for this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by Friday, June 8 or your voting delegate may bring the written change/authorization to convention and submit it to the WAM registration desk **by Friday, June 15 before 12:00n.** After that time, changes will not be accepted.

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the annual business meeting!

**WYOMING ASSOCIATION OF MUNICIPALITIES
2012 WAM ANNUAL CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the *Official Voting Delegate* for the 2012 WAM Convention Business Meeting in Laramie, Saturday, June 16, 2012.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

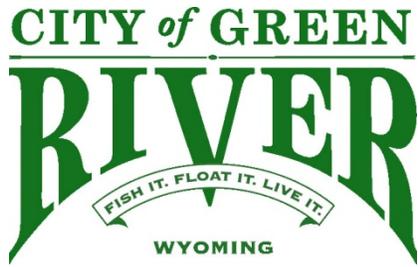
Attest: _____ (City/Town Clerk)

PLEASE MAIL/FAX TO WAM NO LATER THAN MAY 25, 2012

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 632-0398, Fax (307) 632-1942 or

Email to Earla Checchi at: checchi@wyomuni.org



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: April 9, 2012	Submitting Department: Public Works
Meeting Date: April 17, 2012	Department Director: Mike Nelson
	Presenter: Mike Nelson

Subject: Accept Petroleum Contaminated Soils Belfor Environmental of Denver, Colorado

Purpose Statement: Obtain Council approval for Acceptance Petroleum Contaminated Soils from a semi wreck west of Green River on I-80. Belfor Environmental will be cleaning the contaminated soil.

Background/Alternatives: The City of Green River was contacted regarding disposal of Petroleum Contaminated Soils (PCS) at our Landfill. Our Landfill is permitted to accept PCS. Testing of the soils has been done and results have been provided to the City of Green River. It is acceptable for the City to receive and treat this material. Treatment consists of aeration and turning of the material until acceptable ranges are achieved at which time the material can be used at the Landfill.

Attachments: None

Fiscal Impact: Belfor Environmental will pay \$69.55 per ton for all material disposed

Staff Impact: Minimal.

Legal Review: None.

Recommendation: To approve acceptance of Petroleum Contaminated Soils from Belfor Environmental at a rate of \$69.55 per ton.

Suggested Motion:

I move to approve the acceptance of Petroleum Contaminated Soils from Belfor Environmental at a rate of \$69.55 per ton



CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: 4/11/12	Submitting Department: Human Resources
Meeting Date: 4/17/12	Department Director: Debbie Klein Robertson
	Presenter: Debbie Klein Robertson

SUBJECT:

Employee Health Insurance Renewal

PURPOSE STATEMENT

To obtain official approval from the Governing Body regarding renewing the employee health insurance with the Wyoming Educators' Benefits Trust (WEBT) and the financial commitment of the City regarding this renewal.

BACKGROUND / ALTERNATIVES

The City has obtained its health insurance through the Wyoming Educators' Benefits Trust (WEBT) for four years. The plan utilizes Blue Cross Blue Shield of Wyoming and has been well-received by the City employees.

This year, the cost of the insurance will increase by 5.5%. (Last year's increase was 12.5%.) This year, WEBT member agencies received increases ranging from 4% to 17.5%.

This matter was brought to the Governing Body at its April 10, 2012 workshop. Staff was directed to bring the renewal to this meeting for official approval. The direction of the Governing Body was as follows:

- Bring the appropriate paperwork to the Governing Body to renew the employee health insurance with WEBT. (The Employer Plan Selection document is attached.)
- Prepare the City's premium chart based on the City paying for the full premium for Plan B (This is the \$1,000 Deductible/\$35 Co-pay plan listed on the WEBT plan renewal sheet which is also attached.)

ATTACHMENTS

Attached are the Employer Plan Selection document and the WEBT plan renewal sheet.

FISCAL IMPACT

The cost of funding the 5.5% increase on the employee health insurance is \$96,400.

STAFF IMPACT

These actions will enable staff to proceed with the health insurance enrollments.

LEGAL REVIEW

The Employer Plan Selection document has been sent to the City Attorney for review.

RECOMMENDATIONS

- 1) That the Governing Body approve the Employer Plan Selection document and authorize the Mayor to sign it.
- 2) That the Governing Body authorize staff to prepare the City's plan/premium options for 2013 with the City continuing to fully pay for Plan B (\$1,000/\$2,000 Deductible/\$35 Co-Pay).

SUGGESTED MOTION

- 1) I move that the Governing Body approve the Employer Plan Selection document and authorize the Mayor to sign it.
- 2) I move that the Governing Body authorize staff to prepare the City's plan/premium options for 2013 with the City continuing to fully pay for Plan B (\$1,000/\$2,000 Deductible/\$35 Co-Pay).

WE:BT Plan Renewal Sheet

City of Green River		
Contracts	113	

Current Benefits	\$500 Deductible 80/20 to \$7,500 \$1,000 Deductible 80/20 to \$7,500, \$35 office Co-pay \$1,500 Deductible 80/20 to \$7,500, \$45 Office Co-pay
-------------------------	--

<i>Medical</i>			Premium	Claims
01/11 - 12/11	Large Claims		\$1,666,018	\$1,268,856
Less Claims Over \$100,000	\$ -	0		
Net Claims				\$1,268,856

Categories for Increase				76%
		<i>Paid Loss Ratio</i>		Paid Loss Ratio
One	Up To	73%	104.0%	
Two		74%	81%	105.5%
Three		82%	89%	107.0%
Four		90%	97%	108.5%
Five		98%	105%	111.5%
Six		106%	113%	114.5%
Seven		114%	And Above	117.5%

Rate Adjustment Applied 105.5%

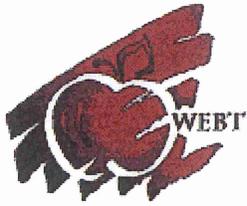
<i>Dental</i>				Premium	Claims
Categories for Increase				\$80,466	\$86,921
		<i>Paid Loss Ratio</i>			108%
One	Up To	90%	103.0%		
Two		90%	And Above	106.0%	Paid Loss Ratio

Rate Adjustment Applied 106.0%

Current Rates	Dental	\$500	\$1,000	\$1,500
Single	\$ 22.74	\$ 649.45	\$ 603.65	\$ 554.97
Adult + Dep	\$ 67.01	\$ 1,107.26	\$ 1,029.16	\$ 946.16
2 Adults	\$ 56.12	\$ 1,306.04	\$ 1,213.95	\$ 1,116.06
Family	\$ 86.79	\$ 1,739.55	\$ 1,616.87	\$ 1,486.49

Renewal Rates Effective 7/1/12	Dental	\$500	\$1,000	\$1,500
Single	\$ 24.10	\$ 685.17	\$ 636.85	\$ 585.49
Adult + Dep	\$ 71.03	\$ 1,168.16	\$ 1,085.76	\$ 998.20
2 Adults	\$ 59.49	\$ 1,377.87	\$ 1,280.72	\$ 1,177.44
Family	\$ 92.00	\$ 1,835.23	\$ 1,705.80	\$ 1,568.25

<i>Rate Adjustment History</i>	
Jul-12	5.5%
Jul-11	12.5%
Jul-10	7.0%
Jul-09	4.5%
Jul-08	7.0%
Average	
7.3%	



EMPLOYER PLAN SELECTION

All Required Documents must be completed and returned to Willis no later than **May 1, 2012**. Effective July 1, 2012, City of Green River selects the following benefit options to be offered to our staff.

NO PLAN CHANGES, DELETIONS OR ADDITIONS

MEDICAL (Maximum of 3 options per group)

- \$500 Deductible, 80/20 to \$7,500
- \$1,000 Deductible, 80/20 to \$7,500, \$35 Office Copay
- \$1,500 Deductible, 80/20 to \$7,500, \$45 Office Copay
- \$2,500 Deductible, 80/20 to \$7,500, \$50 Office Copay
- \$1,500 Deductible, High Deductible Health Plan
- \$2,500 Deductible, High Deductible Health Plan

DENTAL

- BCBSWY Standard Option
- BCBSWY High Option

VISION

- BCBSWY Vision
- VSP Employer Paid Vision
- VSP Voluntary Vision

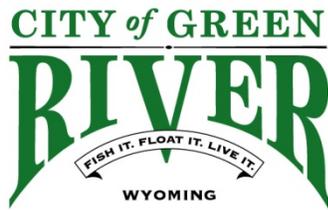
LIFE

- Life and AD&D
- LTD
- Voluntary Life

CAFETERIA PLANS

- Premium Only Plan
- Flexible Spending

Group Name City of Green River Branch WEBT
 Authorized by _____ Date _____



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: April 10, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 17, 2012	Department Director: Allan Wilson
	Presenter: Allan Wilson

SUBJECT: Amending the Energy Efficiency Retrofit Project to Castle Rock Electric to accommodate a change order in the amount of \$12,278.00 and to extend the completion date to June 25, 2012.

PURPOSE STATEMENT:

To amend the Energy Efficiency Retrofit Project to Castle Rock Electric to accommodate a change order in the amount of \$12,278.00 for materials and supplies needed and to extend the completion date from June 5, 2012 to June 25, 2012 as a result of the audit from Rocky Mountain Power.

BACKGROUND/ALTERNATIVES:

The City of Green River received an Energy Grant in the amount of \$50,000; also \$125,000 was allocated during the budget process for funding on an energy efficiency project to retrofit lighting installation in City Hall, Recreation Center, Fire Station 2, Parks Shop, Recycle Building and the Public Works Building. Grant requirements caused a third party audit. To accommodate the audit performed by Rocky Mountain Power, Castle Rock Electrical finds it necessary to request monies for extra materials and supplies as well as an extension of the completion date.

ATTACHMENTS:

Proposal and Request for Change Order

FISCAL IMPACT:

\$12,278.00

STAFF IMPACT:

Minimal

LEGAL REVIEW:

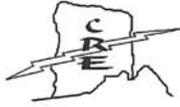
N/A

RECOMMENDATION:

Staff recommends the Governing Body accept the Proposal and Request for Change Order As presented.

SUGGESTED MOTION:

I move to accept the Proposal and Request for Change Order for the Energy Efficiency Retrofit Project to Castle Rock Electric in the amount of \$12,278 and to extend the completion date from June 5, 2012 to June 25, 2012.



CASTLE ROCK ELECTRIC

P. O. Box 339 * 501 W. Flaming Gorge Way * Green River, WY 82935
307-875-3012 * Fax 307-875-5009

Uinta Engineering
2638 Commercial Way
Rock Springs, WY 82930

Project: Energy Efficiency Retrofit Project
City of Green River

Re: Proposal and Request for Change Order

Item #1 – City Hall – Material and labor to replace 48ea. 1 lamp ballasts with 48ea. 2 lamp ballasts and add 48ea. T-8 U bent lamps for the 2'x2' fixtures.
Cost: \$14.00 per fixture X 48 = \$672.00*

Item #2 – Recreation Center – Material and labor to replace 79ea. 1 lamp ballasts with 79ea. 2 lamp ballasts and add 79ea. T-8 U bent lamps for the 2'x2' fixtures.
Cost: \$14.00 per fixture X 79 = \$1,106.00*

Item #3 – Fire Station #2 – Material and labor to retrofit 7ea. Exterior wall lights with a 80 watt induction light kit.
Cost: \$350.00 X 7 = \$2,450.00*

Item #4 – Public Works Building – Material and labor to retrofit 19ea. Exterior wall lights with a 80 watt induction light kit.
Cost: \$350.00 X 19 = 6,650.00*

Item #5 – Parks and Recreation Shop – Material and labor to retrofit 4ea. Exterior wall lights with a 80 watt induction light kit.
Cost: \$350.00 X 4 = \$1,400.00*

Item #6 – Request for the completion date to be extended to June 25th, 2012 based on the additional work and existing circumstances.

CHANGE ORDER

No. 1

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER City of Green River

ENGINEER: Uinta Engineering and Surveying, Inc.

Contract: City of Green River and Uinta Engineering and Surveying, Inc.

Project: ARRA Lighting Project

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

Description:

- Review energy audit, revise audit, correlate audit with field inspection, revise bid documents, coordinate preconstruction audit verification, correlate preconstruction audit, coordinate revisions with bidders and City, and revise bid documents.

Quantities are estimate only. Payment will be made on actual measured quantities.

Reason for Change Order:

- The Design portion of this project was intended to use an energy audit that was completed by a third party. The audit was found to be inaccurate. More field work was required to attempt to clarify the actual lights. Additional work was necessary to review and revise the energy audit, and to correlate the information in that audit. The specifications and plans had to be changed and modified to reflect the actual audit. In addition, one building was eliminated and another added to the project. The project required working with the Power Company to assure the rebate would be available.

Attachments: (List Documents supporting change)

<p align="center">CHANGE IN CONTRACT PRICE</p> <p>Original Contract Price</p> <p>\$ <u>13,800.00</u></p> <hr/> <p>Net Increase (Decrease) from previous Change Orders No. <u>—</u> to <u>—</u>:</p> <p>\$ <u>0.00</u></p> <hr/> <p>Contract Price prior to this Change Order:</p> <p>\$ <u>13,800.00</u></p> <hr/> <p>Net increase (decrease) of this Change Order:</p> <p>\$ <u>4,500.00</u></p> <hr/> <p>Contract Price with all approved Change Orders:</p> <p>\$ <u>18,300.00</u></p>	
--	--

APPROVED:

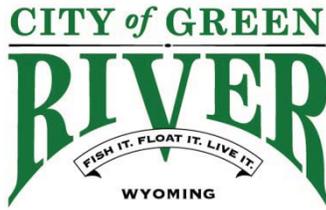
ACCEPTED:

By: _____
OWNER (Authorized Signature)

By: _____
ENGINEER (Authorized Signature)

Date: _____

Date: _____



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: April 10, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 17, 2012	Department Director: Allan Wilson
	Presenter: Allan Wilson

SUBJECT: Amending the Energy Efficiency Retrofit Project to Uinta Engineering & Surveying, Inc to accomodate a change order in the amount of \$4,500.00

PURPOSE STATEMENT:

To amend the Energy Efficiency Retrofit Project to Uinta Engineering & Surveying, Inc to accomodate a change order in the amount of \$4,500.00 for revisions and corrections to documents based on the results of the audit from Rocky Mountain Power.

BACKGROUND/ALTERNATIVES:

The City of Green River received an Energy Grant in the amount of \$50,000; also \$125,000 was allocated during the budget process for funding on an energy efficiency project to retrofit lighting installation in City Hall, Recreation Center, Fire Station 2, Parks Shop, Recycle Building and the Public Works Building. Grant requirements caused a third party audit. To accomodate the audit performed by Rocky Mountain Power, Uinta Engineering & Surveying, Inc finds it necessary to request additional funds for extra work required in completing revisions to documents based on the audit.

ATTACHMENTS:

Request for Change Order

FISCAL IMPACT:

\$4,500.00

STAFF IMPACT:

Minimal

LEGAL REVIEW:

N/A

RECOMMENDATION:

Staff recommends the Governing Body accept the Request for Change Order as presented.

SUGGESTED MOTION:

I move to accept the Request for Change Order for the Energy Efficiency Retrofit Project to Uinta Engineering & Surveying, Inc in the amount of \$4,500.00.

UINTA ENGINEERING & SURVEYING, INC.

CIVIL ENGINEERING & LAND SURVEYING

PRINCIPALS:

Cloey C. Wall, P.L.S.
Kenneth J. Walker, P.E.

ASSOCIATES:

Gareth Powell, P.E.
Rob Young, P.E.

March 30, 2012

Allan Wilson
City of Green River
50 East 2nd North
Green River, WY 82935

RE: Lighting Project

Dear Mr. Wilson,

This letter is intended to be a request for a Change Order for the Green River Lighting Project. As you are aware the original agreement required UESI provide the following services for the Design Phase of this project:

- ?? Review Power Company Study, review type and location of all lighting fixtures. A Licensed Electrical Engineer will complete this work.
- ?? Prepare plans showing building locations, and lights associated with each building. Show location of exterior lights.
- ?? Prepare specifications to include ARRA requirements. This will include requirements of the contractor during construction and Davis Bacon wage determination.

Estimated Cost: \$6000.00

UESI provided the above services, but when we compared the Power Company Audit to our field inspection, there were significant differences. During the field inspection by our Electrical Engineer, we also determined that the buildings requiring retrofit by this project had to be revised. At your direction, we contacted the third party that had prepared the audit and attempted to have the errors corrected. We then used the corrected audit to attempt to revise our specifications but found that there were still errors. In order to get the project bid on time, we prepared a bid tabulation based on the best information we had. We then found that the pre-construction audit verification by the Power Company had not been completed so we coordinated that work. At the conclusion of the pre-construction verification, it was found that there were still many errors with the audit.

UESI has worked diligently to revise and correct the documents as needed, and to keep this project on track. In doing this additional work, we have significantly overrun the project. We have made every attempt to keep this project in budget, but as you are aware, the extra work



808 MAIN STREET - P.O. BOX 746
EVANSTON, WYOMING 82931-0746
PHONE (307) 789-3602
FAX (307) 789-6456

2638 COMMERCIAL WAY
ROCK SPRINGS, WY 82901
PHONE (307) 382-6588
FAX (307) 382-3046

1111 EAST LINCOLN WAY SUITE 116
CHEYENNE, WY 82001
PHONE (307) 637-5030
FAX (307) 637-5022

had to be completed in order to keep this project on an acceptable timeline. We are therefore asking that we be compensated for additional cost of \$4,500.00. I am attaching a Change Order for your consideration. Please feel free to let me know if you need additional information in order to process this change order.

Sincerely,



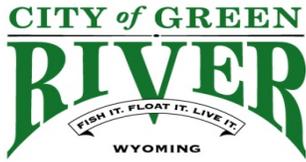
Kenneth Walker P.E.
Project Engineer



808 MAIN STREET- P.O. BOX 746
EVANSTON, WYOMING 82931-0746
PHONE (307) 789-3602
FAX (307) 789-6456

2638 COMMERCIAL WAY
ROCK SPRINGS, WY 82901
PHONE (307) 382-6588
FAX (307) 382-3046

1111 EAST LINCOLN WAY SUITE 116
CHEYENNE, WY 82001
PHONE (307) 637-5030
FAX (307) 637-5022



CITY OF GREEN RIVER
CITY COUNCIL MEETING
Agenda Documentation

Preparation Date: April 11, 2012	Submitting Department: Public Works
Meeting Date: April 17, 2012	Department Director: Mike Nelson
	Presenter: Mike Nelson

SUBJECT: Approval of Change Order #6 on the Green River Southside Water System Improvements

PURPOSE STATEMENT: Approve Change Order #6 on the Green River Southside Water System Improvements. This project includes a new 18” water main, a new 16” water main, a new pump station, modifications to the existing water tanks, a new water supply line to the Faith/Evans area and other improvements within the City.

BACKGROUND/ALTERNATIVES: When the Project Plans were assembled work included 1) replacement of pipe within the existing casing crossing Uinta Drive at approximately Indian Hills and 2) crossing Upland Way to connect to the existing line to the Upland Tank.

Portions of these items were removed from the contract because 1) casing pipe did not go all the way across Uinta and WYDOT would not accept an open cut method to install additional casing and 2) fabricated steel fittings were found under Upland Way. The contractor was asked for a price to install standard fittings and new pipe; his quoted price was about 3 times the estimate.

The result of this Change Order is the removal of \$14,524.83 from the contract price because of reduced work.

ATTACHMENTS: Change Order #6 as signed by Jackman Construction and Nelson Engineering

FISCAL IMPACT: Funding is budgeted for this project in account 900-9822.

STAFF IMPACT: Staff has worked with Nelson Engineering to remove this work from the Contract.

LEGAL REVIEW: Standard Change Order Form

RECOMMENDATION: Approve Change Order #6 to the Green River Southside Water System Improvements with Jackman Construction, Inc. in the deductive amount of \$14,524.83 thereby reducing the Contract to \$2,941,112.83.

SUGGESTED MOTION: “I move to Approve Change Order #6 to the Green River Southside Water System Improvements in the deductive amount of \$14,524.83, making the overall Contract amount \$2,941,112.83.”

SECTION 00670
Change Order

received
4/11/12 MW
11:30t

No. 6

Date of Issuance: 12-6-2011 Effective Date: 12-6-2011

Project: GR Southside Water System Improvements	Owner: City of Green River, WY	Owner's Contract No.:
Contract: Green River Southside Water System Improvements		Date of Contract: June 2, 2010
Contractor: Jackman Construction, Inc.		Engineer's Project No.: 09-025-04

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Finalization of Work Change Directive #2 for the Uinta Drive Crossing at Indian Hills and Work Change Directive #3 for the connection of the 16" Pump Station Discharge Line at station 42+74 (Upland Way and College Drive). See both work change directives attached hereto along with Table 1 of deductions.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$2,957,090.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>July 1, 2011</u> Ready for final payment (days or date): <u>Aug 1, 2011</u>
[Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : <u>-\$1,442.34</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : Substantial completion (days): <u>0</u> Ready for final payment (days): <u>0</u>
Contract Price prior to this Change Order: <u>\$2,955,647.66</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>July 1, 2011</u> Ready for final payment (days or date): <u>Aug 1, 2011</u>
[Decrease] of this Change Order: <u>-\$14,524.83</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price Incorporating this Change Order: <u>\$2,941,112.83</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>July 1, 2011</u> Ready for final payment (days or date): <u>Aug 1, 2011</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>12/6/2011</u>	Date: _____	Date: <u>3/21/12</u>
Approved by Funding Agency (if applicable): <u>N/A</u>		Date: <u>N/A</u>

SECTION 00675
Work Change Directive

No. 2

Date of Issuance: 8/17/2011 Effective Date: 8/17/2011

Project: Green River Southside Water System Improvements	Owner: City of Green River	Owner's Contract No.:
Contract: Green River Southside Water System Improvements		Date of Contract: June 2, 2010
Contractor: Jackman Construction		Engineer's Project No.: 09-025-04

You are directed to proceed promptly with the following change(s):

Item No.	Description
1	Remove the supply and installation of 150 feet of 10" DI Pipe across Uinla Drive from the contract (Bid Schedule H, Item #12).
2	To connect to the existing 8" AC Waterline two additional transition couplings from 8" AC to 8" PVC are required (Bid Schedule H, Item #14)
3	To reduce from the new 10" PVC Pipe at Indian Hills Drive to the existing 8" PVC Pipe one additional 10" X 8" Reducer is required (Bid Schedule H, Item #38)
4	To reduce from the new 12" PVC Pipe at Indian Hills Drive to the existing 8" PVC Pipe one additional 12" X 8" Reducer is required (Bid Schedule H, Item #22)

Attachments (list documents supporting change): Exhibit A

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Inability for the work to be completed as designed due to unforeseen existing conditions.
- Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change In Contract Price and Contract Times:

Contract Price \$ (8,630) (decrease) Contract Time TBD days (decrease)

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
	<u>8/18/2011</u>
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
	<u>3/21/12</u>
Approved by Funding Agency (if applicable):	Date:

EJCDC No. C-940 (2002 Edition) **00675- 1 -**
 Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the
 Associated General Contractors of America and the Construction Specifications Institute.

Exhibit A

Work Change Directive #2

The 16" Steel Casing pipe under Uinta Drive at the intersection of Indian Hills Drive has been found to fall short of extending the entire length of the highway as was anticipated in design (see Drawing 8.1). WYDOT was asked if they would allow the casing pipe to be extended by direct bury but they will not. Therefore the installation of the 10" DI pipe scheduled to be installed within the existing casing is to be removed from the project. The existing 8" AC pipe shall remain. The connections on both sides of Uinta are to be installed as per the plans with the additional fittings required to attach to the existing 8" AC line instead of the 10" DI as originally designed. The City of Green River would like the option of retaining the materials ordered but not used therefore any materials already ordered should not be returned until notification from the city is provided.

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Leon R. Kjellgren, PE
 Project Manager

NELSON

ENGINEERING since 1964

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Green River Southside Water System Improvements
Green River, Wyoming
Table 1

Job No. 09-025-04
12/6/2011

BID TABULATION C

16" Pump Station Discharge Line (Plan Set Section 2)

ITEM	SPEC. SECTION	ITEM DESCRIPTION	UNIT	ORIGINAL EST. QTY	CHANGE QTY BY	RESULTING QTY	UNIT PRICE	ORIGINAL TOTAL PRICE	ASSEMBLY & MATERIALS	TOTAL CHANGE IN PRICE	FINAL TOTAL PRICE	
13	02665	12" MJ Gate Valve	EA	4	-2	2	\$2,600.00	\$10,400.00	\$3,111.22	-\$2,088.78	\$ 8,311.22	
15	02665	12" C900 DR18 PVC Waterline	LF	100	-12	88	\$60.00	\$6,000.00	\$108.86	-\$611.14	\$ 5,388.86	
17	02665	16" C905 DR18 PVC Waterline	LF	5640	-20	5620	\$59.00	\$332,760.00	\$70.31	-\$1,109.69	\$331,650.31	
19	02665	16" MJ Butterfly Valve	EA	12	-1	11	\$3,240.00	\$38,880.00	\$1,820.77	-\$1,419.23	\$37,460.77	
24	02665	16" Smith Blair 442 Omnl Connection Sleeve	EA	1	-1	0	\$720.00	\$720.00		-\$720.00	\$	
27	02665	16" X 12" MJ C-110 Reducing Cross	EA	1	-1	0	\$2,650.00	\$2,650.00	\$2,064.01	-\$585.99	\$ 2,064.01	
35	02665	12" Smith Blair 462 Quantum Connection	EA	6	-2	4	\$680.00	\$4,080.00		-\$1,360.00	\$ 2,720.00	
								Sub Total	\$ 395,490.00	\$ 7,175.17	-\$7,894.83	\$387,595.17

4 hrs of assembly for both a laborer and a supervisor (4hrs * (\$25/hr + \$45/hr) = \$280.00 was credited under items 13 and 17 for all work performed related to the pipe and fittings at the connection at station 42-74.

BID TABULATION H

Faith Evans 12" Waterline (Plan Set Section 8)

ITEM	SPEC. SECTION	ITEM DESCRIPTION	UNIT	ORIGINAL EST. QTY	CHANGE QTY BY	RESULTING QTY	UNIT PRICE	ORIGINAL TOTAL PRICE	PRICE PAID FOR MATERIALS	TOTAL CHANGE IN PRICE	FINAL TOTAL PRICE
12	02665	Install 10" DI Pipe in Existing 16" Steel Casing Under Ulmta Dr.	LF	150	-150	0	\$54.00	\$8,100.00	\$	-\$8,100.00	\$
14	02665	8" Smith Blair 462 Quantum Connection	EA	1	2	3	\$450.00	\$450.00	\$	\$900.00	\$ 1,350.00
22	02665	10" X 8" MJ Reducer	EA	1	1	2	\$280.00	\$280.00	\$	\$280.00	\$ 560.00
36	02665	12" X 8" MJ Reducer	EA	1	1	2	\$290.00	\$290.00	\$	\$290.00	\$ 580.00
								Sub Total	\$ 9,120.00	\$ -86,630.00	\$ 2,490.00

Total Reduction to Original Contract Amount: -\$14,524.83

Nelson Engineering
Jackson, Wyoming

Reprinted Invoice

ROCK SPRINGS
Winnelson
 COMPANY
 P O BOX 2127
 1000 ELK ST
 ROCK SPRINGS, WY 82902

Page	Date Printed	Invoice No.
1	6/08/10	144449 02

To Reorder Contact Us At
 Phone NO. : (307) 382-5730
 Fax No .. : (307) 362-3914 DB# 06

Sold to:
JACKMAN CONST
 1620 W 2ND #102
 P O BOX 218
 ROCK SPRINGS, WY 82902-0218

GREEN RIVER SOUTHSIDE

Customer Number 370-000545	Customer Purchase Order GR SOUTHSIDE	Invoice 010-PETE FRULLO	Type of Order Stock	Ship Via	6/08/10
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LEARN HOW YOU CAN LOG ON MY ACCOUNT ON WWW.WINWHOLESALES.COM

Units Ordered	U/H	Item Description	Units Shipped	B/C	Price	Per	Discount	Extended	Tax
260	EA	6" DR18 C900 BLUE BROTE PIPE	0	B	3.5900		.00	.00	T
300	EA	8" DR18 C900 BLUE BROTE PIPE	0	B	6.0100		.00	.00	T
160	EA	10" DR18 C900 BLUE BROTE PIPE	0	B	9.4500		.00	.00	T
1,920	EA	12" DR18 C900 BLUE BROTE PIPE	✓ 1,920		12.9600		.00	24,883.20	T
2,000	EA	16" DR18 C905 BLUE BROTE PIPE	✓ 2,000		22.3200		.00	44,640.00	T
840	EA	18" DR18 C905 BLUE BROTE PIPE	✓ 800	B	27.9600		.00	22,368.00	T
98	FT	15X14 PVC SDR35 GASKET PIPE	0	B	9.8700		.00	.00	T
BACKORDERED FROM INV#144449-01									

12" Pipe ⇒ \$12.96/ft + 5% Tax = \$13.61/ft
 16" Pipe ⇒ \$22.32/ft + 5% Tax = \$23.44/ft

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
 2% 10TH NET 30
 If Paid By 7/10/10 You May Deduct 1,837.82

GoCode	Net Sales	91,891.20
WY - 510370150	Freight	.00
State Tax % 4.000	State Tax	3,675.65
Local Tax % 1.000	Local Tax	918.91
- Invoice Amount -		- 96,485.76 -



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (307) 382-5730.
 T&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winwholesale.com/terms.

INVOICE# : 144449 02

Reprinted Invoice

ROCK SPRINGS
Winnelson
 COMPANY
 P O BOX 2127
 1000 ELK ST
 ROCK SPRINGS, WY 82902

Page	Date Printed	Invoice No.
1	8/02/10	145321 00

To Reorder Contact Us At
 Phone No. : (307) 382-5730
 Fax No .. : (307) 362-3914 DB# 01

bill to:
JACKMAN CONST
 1620 W 2ND #102
 P O BOX 218
 ROCK SPRINGS, WY 82902-0218

GR SOUTHSIDE VALVE

Customer Order #	Customer Order Code	Customer Name	Invoice Status	Ship Via	Order Shipped
370-000545	GR SOUTHSIDE VALVES	UIO-PETE FRULLO	Stock		8/02/10

LEARN HOW YOU CAN LOG ON MY ACCOUNT ON WWW.WINWHOLESALES.COM

Units Ordered	U/H	Item Description	Units Shipped	E/C	Price	Per	Discount	Extended	Tax
1	EA	8571 KS-FW 10 MJ GATE VALVE	10	①	1,113.0300		.00	3,341.49	T
10	EA	8572 6 MJXFL GATE VALVE	10	②	449.0000		.00	4,490.00	T
11	EA	8571 12 MJ GATE VALVE	11	③	1,410.1000		.00	15,511.10	T
7	EA	18" MJ BUTTERFLY VALVE	7	④	2,064.4200		.00	14,450.94	T
12	EA	16" MJ BUTTERFLY VALVE	12	⑤	1,610.2600		.00	19,323.12	T
3	EA	16" PLG BUTTERFLY VALVE	3	⑥	1,610.2600		.00	4,830.78	T
3	EA	12" PLG BUTTERFLY VALVE	3	⑦	865.2300		.00	2,595.69	T
3	EA	W/HANDWHEEL							
3	EA	6' MJ HYDRANT 6'6" BURY, WHITE	5	⑧	1,825.2200		.00	9,126.10	T
		K81A, OL, 5-1/4"							
		37083136							

12" MJ Gate Valve => \$1,410.10 ea + 5% Tax = \$1,480.61 ea
 16" MJ BTFly Valve => \$1,610.26 ea + 5% Tax = \$1,690.77 ea
 10" MJ GATE VALVE

Terms: Monthly Service Charge May Be Applied To Past Due Accounts.
 2% 10TH NET 30
 If Paid By 9/10/10 You May Deduct 1,473.38

Order Code:	Net Sales	73,669.22
NY - 510370150	Freight	.00
State Tax % 4.000	State Tax	2,946.77
Local Tax % 1.000	Local Tax	736.69
	Invoice Amount	77,352.68



When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (307) 382-5730.

Y&C: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at www.winwholesale.com/terms.

WY/DC/ELP 1 (User Invoice)

ROCK SPRINGS WINNIELSON CO.

1000 ELK STREET
 P.O. BOX 2127
 ROCK SPRINGS, WY 82901
 PHONE 307 / 382-5730 FAX 307 / 282-3914

SOLD TO
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JOB NO. / NAME - ADD. Green River South

Ship Via OT Charge Freight Out? YES NO

SALES TAX JURISDICTION CODE 1615-11

AMOUNT 11022

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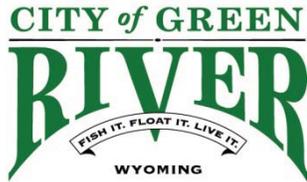
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City Council Meeting
Agenda Documentation

Preparation Date: 4/11/12	Submitting Department: Legislative
Meeting Date: 4/17/12	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

SUBJECT SUBLEASE AGREEMENT – CHAMBER OF COMMERCE / FOREST SERVICE

PURPOSE STATEMENT

The City of Green River, the Green River Chamber of Commerce and the U.S. Forest Service are entering into an agreement to sublet space in the Visitors Center building in Green River to the Forest Service.

BACKGROUND - ALTERNATIVES

The City of Green River leased the Visitors Center building to the Green River Chamber of Commerce on January 1, 2011. The Forest Service desires to sublet space in the building from the Chamber of Commerce.

ATTACHMENTS

Sublease Agreement

FISCAL IMPACT

N/A

STAFF IMPACT

N/A

LEGAL REVIEW

Legal counsel prepared the agreement

RECOMMENDATION

Approve the agreement

SUGGESTED MOTION

I MOVE to authorize the Mayor to sign the three-party Sublease Agreement with the Green River Chamber of Commerce and the U.S. Forest Service in the form submitted or in a substantially similar form containing the same terms and conditions.

S U B L E A S E

THIS SUBLEASE AGREEMENT, made and entered into as of the ____ day of May, 2012, between the Green River Chamber of Commerce (SUBLESSOR), and the United States Department of Agriculture, U.S. Forest Service (SUBLESSEE).

WHEREAS, by Lease dated effective January 1, 2011, the City of Green River, Wyoming (CITY) has leased the Green River Visitor Information Center building and parking lot and associated real property to the SUBLESSOR; and

WHEREAS, the SUBLESSOR desires to sublet space in the building to the SUBLESSEE and the SUBLESSEE desires to sublet such space from SUBLESSOR under the terms and conditions set forth.

W I T N E S S E T H:

That the SUBLESSOR, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by SUBLESSEE, does hereby sublease unto SUBLESSEE, the following described premises, and SUBLESSEE does hereby rent the same from SUBLESSOR upon the terms and conditions hereinafter set forth:

A 12' x. 14' space on the main floor, and an office space in the basement, in that building known as the Green River Visitor/Information Center, located at 1155 W. Flaming Gorge Way, Green River, Wyoming, said spaces to be mutually agreed upon by the SUBLESSOR and SUBLESSEE.

TOGETHER WITH the non-exclusive right to use to the parking lot and driveways which shall be used jointly by all the CITY's tenants or such other parties as the CITY or SUBLESSOR may determine or designate.

1. **TERM:** The term of this Lease shall commence as of May 1, 2012, and shall continue until terminated by either party giving the other six (6) months prior written notice of their intention to terminate, but not before the end of the current term. This Sublease shall earlier terminate on the date the CITY Lease with the SUBLESSOR shall terminate, notwithstanding the notice provisions above set forth.

2. **RENT:** As rent for the leased premises, SUBLESSEE covenants and agrees to cross-promote the community of the City of Green River, Wyoming, and the County of Sweetwater, Wyoming, and to provide information about the Flaming Gorge National Recreation Area to visitors, in a professional, friendly manner, as more fully set forth in Paragraph 5. below.

3. **UTILITIES:** SUBLESSEE shall not be responsible for any utilities during the term of this agreement.

4. **OFFICE EQUIPMENT/SUPPLIES:** SUBLESSEE shall provide its own office equipment (chairs, computers, printers, telephone and other office supplies), including all hardware necessary to install and use said office equipment. If SUBLESSEE desires an internet connection, SUBLESSEE shall be responsible for providing its own internet service.

SUBLESSEE shall have access to the Fax/Copy Machine currently on the premises; however, SUBLESSEE shall provide its own paper and be responsible for the cost of any copies made for the benefit of SUBLESSEE. SUBLESSEE agrees to provide additional restroom supplies, including paper towels, toilet paper and soap.

SUBLESSOR will provide SUBLESSEE a desk and a four drawer filing cabinet for SUBLESSEE's use, which desk and filing cabinet shall be located in the SUBLESSOR's Office Assistant's Office.

5. STAFFING: SUBLESSEE agrees to provide sufficient staffing from October 1 through April 30, Monday through Friday, 8:30 a.m. to 5:30 p.m., and such additional staffing as may be required from May 28 through September 30, 6 days a week, hours on Saturday will be 9:00 a.m. to 3:00 p.m., throughout the term of this Sublease, to greet visitors in the main lobby area and to cross-promote the Green River community and Sweetwater County and the Flaming Gorge National Recreation Area. Staff provided by the SUBLESSEE shall be provided with counter space at the main reception counter.

SUBLESSEE's staff will be allowed to sell United States Forest Service Permits, Recreational Use Passes, and tickets sold to various local events during the year. SUBLESSEE's staff will not be allowed to sell Green River Chamber Gift Certificates.

6. USE OF PREMISES: SUBLESSEE may use the premises to promote the Flaming Gorge National Recreation Area and to display and sell its merchandise and promotional material.

7. ALTERATIONS AND IMPROVEMENTS: SUBLESSEE shall make no alterations to the buildings on the leased premises or construct any building or make any other improvements on the leased premises without the prior written consent of CITY, which approval by CITY shall not unreasonably withhold. All alterations, changes, and improvements built, constructed, or placed on the leased premises by

SUBLESSEE, with the exception of fixtures removable without damage to the premises and movable personal property, shall become the property of CITY and shall remain on the leased premises at the expiration or termination of this Sublease. In no event shall SUBLESSEE create or allow the creation of any liens or encumbrances on the leased premises. At the time CITY should approve of any alteration and improvement proposed by SUBLESSEE the parties shall agree to the total cost of the alterations or improvements and amortize each alteration or improvement over its useful life. The amortization agreement shall be in writing and executed by all parties prior to the commencement of any alterations or improvements pertaining to the amount of the amortization and its term. If CITY or SUBLESSOR should terminate this lease agreement prior to SUBLESSEE being able to recapture the cost of the alterations or improvements by being able to use same pursuant to this Lease, CITY or SUBLESSOR, as the case may be, shall reimburse SUBLESSEE for the uncaptured amortized costs per the agreement entered into and signed by the parties.

8. MAINTENANCE AND REPAIRS: SUBLESSEE shall assist SUBLESSOR in landscaping maintenance of the premises, on a quarterly basis, to include weed control and providing soil and pathway material, providing and planting native plants, seedlings and grasses.

9. INSURANCE: SUBLESSEE shall be responsible for maintaining any such insurance it desires covering its equipment, fixtures, furnishings and inventory situated on the leased premises.

10. ACCESS: SUBLESSOR and the CITY, their employees, agents and representatives shall have access to the leased premises at all reasonable times for the purpose of inspecting same, doing maintenance as herein required, and to show same to potential tenants or buyers, with reasonable notice.

11. SUBJECT TO LEASE: This Sublease shall be at all times subject to the terms and conditions of the CITY lease with SUBLESSOR. SUBLESSEE acknowledges receipt of a copy of such Lease.

12. ASSIGNMENT AND SUBLETTING: SUBLESSEE shall not assign this Lease nor sublet all or any part of the leased premises.

13. ATTORNEY'S FEES: Should any litigation be commenced between the parties to this Lease concerning the leased premises, the Lease or other rights and duties in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees.

14. BINDING EFFECT AND TIME OF THE ESSENCE: This Lease shall be binding upon and shall inure to the benefit of the administrators, successors and assigns of the parties hereto, except as hereinabove provided in the event of assignment or subletting. Time is expressly declared to be of the essence of this Lease.

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

Green River Chamber of Commerce:

**United States Department of
Agriculture, U.S. Forest Service**

By _____
President

By: _____
District Ranger, Flaming Gorge
Ranger District

ATTEST:

Secretary

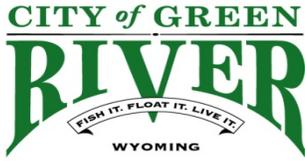
Consented to and Approved:

City of Green River

By: _____
H. Castillon, Mayor

ATTEST:

Jeffrey V. Nieters, City Clerk



CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: April 11, 2012	Submitting Department: Public Works
Meeting Date: April 17, 2012	Department Director: Mike Nelson
	Presenter: Dave Westling

SUBJECT: Replacement of shallow 16” AC Water main in E 3rd South from S 2nd East to South Center Street

PURPOSE STATEMENT Remove and replace the existing 16” AC water main with an 8” PVC water main on E 3rd South from S 2nd E to South Center Street.

BACKGROUND/ALTERNATIVES The existing 16” AC water main in E 3rd South from S 2nd E to South Center Street has ground cover of 2.5 feet on the east end of the street which makes the line susceptible to freezing up in the winter months.

Additionally the soils supporting the water main consist of a septic saturated clay from the existing clay tile sanitary sewer main which is extremely flat on the same side of the street. Lewis and Lewis is skeptical of performing any compaction work around the poorly supported AC water main for fear of blowing out the existing 16” AC water main and flooding the project.

Therefore it is recommended that the 16” AC water main be removed and replaced with an 8” PVC water main, with 6 feet of ground cover. The Joint Powers Water Board recommended the 8” pipe size since the existing 16” line was downgraded to a distribution line.

The Contractor requested 30 days for the work associated with this Change Order. An additional 7 days was added for delays due to the 2011 River Festival and 8 weather days during the construction work performed in 2011 for a total of 45 days.

ATTACHMENTS Spreadsheet of cost for Change Order #1 for the 2011 Capital Improvement Project and the Change Order Document

FISCAL IMPACT Budget authority in current project

STAFF IMPACT None

LEGAL REVIEW Standard Change Order Document

RECOMMENDATION Staff recommends the removal and replacement of the existing 16” AC water main with an 8” PVC water line on E 3rd South from S 2nd East to South Center Street.

SUGGESTED MOTION “I move to remove and replace the existing 16” AC water line on E 3rd South from S 2nd East to South Center Street at a cost of \$253,557.00 , based on unit prices.”

**2011 CAPITAL IMPROVEMENT PROJECT
CHANGE ORDER #1**

Removal and replacement of existing 16 AC water main with 8" PVC on East 3rd South from
from South 2nd East to South Center Street

DATE: April 11, 2011

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PRICE
1	Exploratory Excavation	HOURS	25.0	\$165.00	\$4,125.00
2	Trenching , Bedding and Backfill-less than 10 feet depth	LINEAR FEET	830.0	\$35.20	\$29,216.00
3	Rock Excavation	HOUR	10.0	\$137.50	\$1,375.00
4	Special Bedding Material	CUBIC YARD	1,840.0	\$20.35	\$37,444.00
5	Imported Trench Backfill	CUBIC YARD	7,230.0	\$12.10	\$87,483.00
6	6" PVC Water Main	LINEAR FEET	60.0	\$8.00	\$480.00
7	8" PVC Water Main	LINEAR FEET	730.0	\$16.00	\$11,680.00
8	Removal and Disposal of Existing 16" Asbestos Pipe	LINEAR FEET	730.0	\$33.00	\$24,090.00
9	Removal and Disposal of old 8" Cast Iron Water Main	LINEAR FEET	1,350.0	\$14.00	\$18,900.00
10	6" Water Valve (MJ x Flange)	EACH	1.0	\$1,562.00	\$1,562.00
11	8" Water Valve (MJ x MJ)	EACH	2.0	\$1,848.00	\$3,696.00
12	8" x 6" Tee (MJ x Flange)	EACH	1.0	\$616.00	\$616.00
13	12" x 8" Reducer (MJ)	EACH	2.0	\$620.00	\$1,240.00
14	16" x 12" Reducer (MJ)	EACH	2.0	\$920.00	\$1,840.00
15	8" x 45 Degree Elbow	EACH	4.0	\$357.50	\$1,430.00
16	16" Transition Coupler (AC to PVC)	EACH	1.0	\$858.00	\$858.00
17	Flow Fill	CUBIC YARD	40.0	\$154.00	\$6,160.00
18	Water Service Tapping Saddle (8" PVC x 3/4" CU with flat band , bronze, epoxy)	EACH	8.0	\$264.00	\$2,112.00
19	Water Service Tapping Saddle (8" PVC x 1" CU with flat band , bronze, epoxy)	EACH	5.0	\$275.00	\$1,375.00
20	Water Service Line (3/4" Copper)	LINEAR FEET	240.0	\$35.20	\$8,448.00
21	Water Service Line (1" Copper)	LINEAR FEET	150.0	\$37.40	\$5,610.00
22	Curb Stop and Valve Box (3/4" Copper, stainless steel rod) City provides buffalo box	EACH	8.0	\$154.00	\$1,232.00
23	Curb Stop and Valve Box (1" Copper, stainless steel rod) City provides buffalo box	EACH	5.0	\$165.00	\$825.00
24	Thrust Block	EACH	8.0	\$220.00	\$1,760.00
			TOTAL PRICE		\$253,557.00

CHANGE ORDER # 1

PROJECT: 2011 CAPITAL IMPROVEMENT PROJECT
(Schedule A)

DATE OF ISSUANCE April 17, 2012

OWNER'S NAME: City of Green River

Contractor's Name: Lewis and Lewis Inc.

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

Contractor's Address: P.O. Box 1928
Rock Springs, WY 82902

OWNERS PROJECT NO: 15-900-8709

CONTRACT NO: CC 78882-1

TYPE OF CONTRACT: 2011 CAPITAL IMPROVEMENT PROJECT

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

Description: Replace existing 16" AC water main on E 3rd South with 8" PVC water main from S 2nd East to South Center. There is a line item for the cost of disposal of the existing 16" AC water main in the Green River Landfill according to the Policy Statement for removal and disposal of asbestos cement pipe by Contractors (in the Appendix of the 2011 Capital Improvement Manual). Providing temporary water service is considered incidental to the installation of the new 8" PVC water main. According to the Joint Powers Water Board Engineer's this section of water main is no longer a transmission line therefore it can be replaced with an 8" PVC water main.

Purpose of Change Order: The existing 16" AC water main is very shallow and susceptible to freezing within the street section described above. Provide sufficient cover to prevent freezing of the proposed 8" PVC water main. Additionally the soils supporting the existing 16" water main consist of a septic saturated clay from the existing clay tile sanitary sewer system (with a grossly inadequate grade) on the same side of the street. The contractor is skeptical of performing any compaction work around the poorly supported AC water main for fear of blowing out the 16" AC water main and flooding project.

Attachments: Spreadsheet of quantities and cost of Change Order #1

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$1,594,656.85

Previous Change Orders No. 0 to No. 0

\$0.00

Contract Price prior to this Change Order

\$1,594,656.85

Net Increase (decrease) of this Change Order

\$253,557.00

Contract Price with all approved Change Orders

\$1,848,213.85

CHANGE IN CONTRACT TIME:

Original Contract Time

August 24, 2012

Net Change from previous Change Orders

0 days

Contract Time prior to this Change Order

August 24, 2012

Net Increase (decrease) of this Change Order

45 days

Contract Time with all approved Change Orders

October 8, 2012

RECOMMENDED:

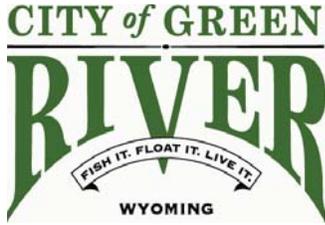
by: _____
City Project Representative

APPROVED:

by: _____
Owner

APPROVED:

by: _____
Contractor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 6, 2012	Submitting Department: Finance
Meeting Date: April 17, 2012	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject:

Approval of the sale of a used City fire truck to Boulder Lake Improvement District

Purpose Statement:

This fire truck was offered for sale during the month of February to the general public with a closing bid date of March 7, 2012. We did not receive any offers on this fire truck, but have since received a request from Boulder Lake Improvement District to purchase this fire truck. Boulder Lake Improvement District will use this vehicle for fire protection in the District.

Attachments:

Letters, Bill of Sale, and Title

Fiscal Impact:

Selling price \$5,010

Staff Impact:

Minimal

Legal Review:

N/A

Recommendation:

Staff recommends approval

Suggested Motion:

I move to sell the City Surplus 1983 Fire Truck (VIN: 1AFAC1189D1A17812) to Boulder Lake Improvement District in the amount of \$5, 010.

Boulder Lake Improvement District

P.O. Box 12, Boulder, WY 82923

Phone 307-537-5418



March 19, 2012

City of Green River
50 E 2nd North
Green River, Wyoming 82935
Attn: Mayor H. Castillon

Boulder Lake Improvement District understands from several sources that the City of Green River is still looking to sell their 1983 La France Fire Truck number 32-9. The Boulder Lake Improvement District has canvassed its property owners and obtained several donations which allows us to consider the purchase of a second truck thereby upgrading our fire suppression capabilities and replacing our older 1967 truck.

The Boulder Lake improvement District therefore, submits a bid of Five Thousand, Ten Dollars [\$5,010.00] for purchase of Engine 32 – 9 at this time.

If this meets with the approval of The City of Green River please let the District know when the Engine is available so that the required title and financial details can be finalized.

Respectfully

A handwritten signature in black ink, appearing to read "Robert J. Cordes".

Robert J. Cordes
Secy. /Treas. BLID

cc: Barry Cook, City Administrator 
Jeff Nieters, Director of Finance
Mike Kennedy, Fire Chief

3/21/12
Jeff
Talked with Mike Kennedy
about this He is ok to sell
to the District
Barry

Motor Vehicle Bill of Sale

BE IT KNOWN, that for payment in the sum of \$5,010.00, the full receipt of which is acknowledged, the City of Green River (Seller) hereby sells and transfers to Boulder Lake Improvement District (Buyer), the following described motor vehicle (Vehicle):

Make: American LaFrance	Model or series: Pumper
Year: 1983	Color: Yellow
VIN #: 1AFAC1189D1A17812	Style: Fire Truck
Odometer reading:	Title #: 4 295243

The sale is subject to the following conditions and representations:

Seller acknowledges receipt of \$5,010.00 in payment for the Vehicle, full payment from the Buyer and title transfer to take place when the Buyer picks up the vehicle.

Seller warrants to Buyer that Seller has good and marketable title to said property, full authority to sell and transfer said property, and that said property is sold free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

Said Vehicle is otherwise sold in "as is" condition and where currently located.

Date signed:
City of Green River:
Boulder Lake Improvement District:
In the presence of (Witness):



WYOMING

OFFICE OF COUNTY CLERK
SWEETWATER COUNTY
GREEN RIVER, WYOMING

TITLE NUMBER **4 295243**

FEE: \$3.00

DATE ISSUED **8-22-83**

0295243 OK

CERTIFICATE OF TITLE

MAKE AMERLAFRNC	YEAR 1983	VEHICLE IDENTIFICATION NO. 1AFAC1189D1A17812	BODY STYLE FIRE	FUEL	NEW XX	USED
FACTORY PRICE 147689.00	STATE	PRIOR TITLE NO. MSO	SELLER ADDRESS AMERICAN LAFRANCE		ODOMETER	PURCH. DATE 7-01-83

OWNER
TOWN OF GREEN RIVER
50 EAST 2 NORTH
GREEN RIVER, WY

IN WITNESS WHEREOF, I have hereunto caused this Certificate to be signed and the official seal of this office to be placed thereon.

ALBERT B. VESCO

By _____
County Clerk

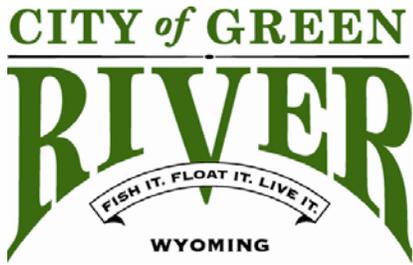
Alvin Klein
Deputy

(SEAL)

For County Clerk's Use Only

FIRST LIEN	AMERICAN LAFRANCE ELMIRA, NY ALBERT B. VESCO BY <i>Alvin Klein</i>	\$202674.05 8-22-83	First Lien Released _____ (Date)
			County Clerk _____ (SEAL) Deputy _____
			Second Lien Released _____ (Date)
SECOND LIEN			County Clerk _____ (SEAL) Deputy _____
THIRD LIEN			Third Lien Released _____ (Date)
			County Clerk _____ (SEAL) Deputy _____

KEEP IN A SAFE PLACE — ANY ALTERATION OR ERASURE VOIDS THIS TITLE



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: April 4, 2012	Department: Fire
Meeting Date: April 17, 2012	Department Head: Mike Kennedy
	Presenter: CONSENT AGENDA

Subject: Renewal of Mutual Aid Agreement for Emergency Response with Granger Wyoming

Purpose Statement:

Approve and sign the written consent to renew the June 1, 2010 agreement between the City of Green River Wyoming and the Town of Granger Wyoming for the exchange of emergency services.

Background/Alternatives:

The Fire Departments believes that this is an important aid in clarifying our response role in a emergency situation.

Attachments:

The written consent to renew form for the Mutual Aid Agreement for Emergency Response by and between the City of Green River Wyoming and the Town of Granger Wyoming

Fiscal Impact: No additional expense is expected.

Staff Impact: None expected.

Legal Review: Pending Legal Review

Recommendation:

Approve and Sign the written consent to renew form for the Mutual Aid Agreement between the City of Green River Wyoming and the Town of Granger Wyoming.

Suggested Motion:

I MOVE to approve the renewal of the Mutual Aid Agreement between the City of Green River, Wyoming and the Town of Granger, Wyoming for the exchange of Emergency Response for the period of June 1, 2012 through May 31, 2013.

MUTUAL AID AGREEMENT FOR EMERGENCY RESPONSE RENEWAL

We the undersigned consent to the renewal of the MUTUAL AID AGREEMENT FOR EMERGENCY RESPONSE, entered into and approved on June 1, 2010, for the period of June 1, 2012 through May 31, 2013.

CITY OF GREEN RIVER

TOWN OF GRANGER

By _____
Mayor

By _____
Mayor

SEAL

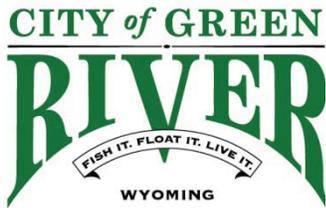
SEAL

Attest:

Attest:

By _____
City Clerk

By _____
Town Clerk



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 4, 2012	Submitting Department: Parks & Recreation
Meeting Date: April 17, 2012	Department Director: Allan Wilson
	Presenter: Kevin Sadler

Subject: 2012 Hershey Track and Field Contract

(Note: all sections must be completed for the report to be placed on the agenda)

Purpose Statement

To approve the contract between the City of Green River and the Green River High School Track Program (Head Coach, Steve Boyd).

Background/Alternatives

The Green River Parks and Recreation Department intends to collaborate with the Green River High School Track Program to provide instruction and staff for our Hershey Track and Field Program. The Hershey Track and Field Program provides children ages 9-14 a quality recreation opportunity where they have fun and are introduced to physical fitness through basic track and field events such as running, jumping, and throwing. The program includes a practice scheduled Wednesday, May 23 to provide instruction on the various running and field events. The Green River Hershey Track and Field Event is scheduled Thursday, May 24 in which participants can compete in up to three track and field events. Winners from this event are eligible to attend the State Meet and possibly be among five children to advance to the National Hershey Track and Field Meet in Hershey, Pennsylvania. This contract provides an excellent opportunity for participants to gain quality instruction from the Green River High School Track Program and to stimulate future interest in the sport of track and field.

Attachments

Two copies of the contract letter between City of Green River and Steve Boyd, Green River High School Track Coach

Fiscal Impact

\$350 from budgeted funds

Staff Impact

This contract will significantly reduce the number of paid staff needed to conduct this event.

Legal Review

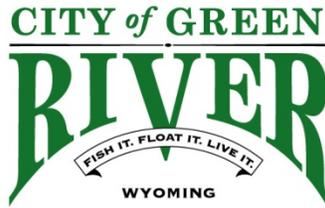
The City Attorney has reviewed and approved the attached contract agreement on April 11, 2012.

Recommendation

Staff recommends that the Governing Body approve the contract with the Green River High School Track Program and Coach Steve Boyd, to provide instruction and staffing for the Green River Parks and Recreation's 2011 Hershey Track and Field Program.

Suggested Motion

I move to approve the contract between the City of Green River and Green River High School Track Coach Steve Boyd, in behalf of Sweetwater School District #2, in the amount of \$350 to provide instruction and staffing for the 2012 Hershey Track and Field Program.



Parks & Recreation Department

DATE: April 17, 2012

SUBJECT: 2012 Hershey Track and Field Program – Green River Parks and Recreation

This contract letter shall serve as confirmation between Steve Boyd, Head Track and Field Coach at Green River High School signing on behalf of Sweetwater County School District #2, and the City of Green River.

The Parks and Recreation Department has agreed to pay the Green River High School Track and Field Program \$350.00 to provide staffing and instruction for the 2012 GRPR Hershey Track and Field Program.

The Hershey Track and Field Program is scheduled Wednesday, May 23, 6:00 PM-7:00 PM and Thursday, May 24, 6:00 PM-8:00 PM. There is no minimum number of participants to implement this event.

I, the undersigned, agree to the above terms and figures.

Signed,

Steve Boyd

Date:_____

Signed,

Hank Castillon, Mayor

Date:_____

cc: Allan Wilson, Department Director
Kevin Sadler, Recreation Supervisor



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 4, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 17, 2012	Department Director: Allan Wilson
	Presenter: Kevin Sadler

Subject: Memorandum of Understanding between City of Green River and the Keith Young Memorial Run Planning Committee.

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

Purpose Statement

To gain approval of the Governing Body for the Memorandum of Understanding between the City of Green River and the Keith Young Memorial Run Planning Committee.

Background/Alternatives

Keith Young was a long time resident of Green River. Keith was active in the community and was known to be an avid runner. Young died unexpectedly on Memorial Day in 2008 from a heart arrhythmia. His family set up a non-profit organization called the Keith L. Young Memorial Foundation. The foundation seeks to raise money for research and awareness about Sudden Arrhythmia Death Syndrome. The fourth annual Keith Young Memorial 5K Run/Walk is scheduled Saturday, June 9, 2012 on the Greenbelt Pathway. The event is organized by the Young Family in cooperation with the City of Green River Parks and Recreation Department. Entry fees and sponsorship money is used to cover the cost of the event and the remaining portion is donated to the SADS Foundation.

Attachments

Attachment A – Memorandum of Understanding between the City of Green River Parks and Recreation Department and the Keith Young Memorial Run Planning Committee.

Fiscal Impact

Part-time staffing to assist with the set-up and tear down of the Friday night dinner and Saturday run/walk event.

Staff Impact

Minimal

Legal Review

The City Attorney has reviewed and approved the attached purchase agreement on April 11, 2012.

Recommendation

Staff recommends that the Governing Body approve the memorandum of understanding between the City of Green River and the Keith Young Memorial Run Planning Committee.

Suggested Motion

I move to approve the memorandum of understanding between the City of Green River and Keith Young Memorial Run Planning Committee.



Memorandum of Understanding

2012 Keith Young Memorial Run/Walk

The following document outlines an agreement of responsibilities between the City of Green River Parks and Recreation Department and the Keith L. Young Memorial Foundation Committee.

Keith L. Young Memorial Foundation Committee Responsibilities:

The Committee organizes the annual Keith Young Memorial Run/Walk with the help from the City of Green River Parks and Recreation Department.

The Committee will seek sponsorships for the annual event.

The Committee is responsible for payment for all advertising and the Memorial Run registration.

The Committee assists in promoting the event by conducting radio/media appearances, word of mouth networking, hanging posters and advertising in newspapers.

The Committee is responsible for all door prizes, money, food, and apparel provided at the event.

The Committee provides the timer for the event.

The Committee will assist in marking and planning the running path.

City of Green River Responsibilities:

The City is responsible for reserving the location of the Keith Young Memorial Run/Walk Event and Dinner.

The City is responsible for providing staffing for the set-up and take down of the event.

The City is responsible for maintain the running path before, during and after the event.

The City will assist in advertising the event.

The City will assist in marking and planning the running path.

Recommendation:

Staff recommends that Governing Body approve this Memorandum of Understanding (MOU) for the 2012 Keith L. Young Memorial Run/Walk Event. (June 2012)

City of Green River

Hank Castillon, Mayor _____

Date _____

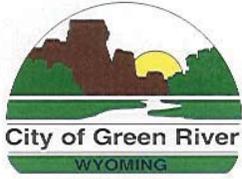
Attest _____

Jeff Nieters, Finance Director/City Clerk Treasurer

Date _____

Keith L. Young Memorial Foundation Committee

David Young, Committee Chair



City of Green River City Council Meeting Agenda Documentation

Preparation Date: April 9, 2012	Submitting Department: Finance
Meeting Date: April 17, 2012	Department Director: Jeff Nieters
	Presenter:

Subject: Document Center Annual Monthly Maintenance Agreement

Purpose Statement

Obtain approval for an Annual Monthly Maintenance Agreement with Copier & Supply for the Document Center in the Purchasing/IT divisions.

Background/Alternatives

This agreement is an automatic renewable maintenance agreement with Copier & Supply for the document center in the Purchasing/IT divisions. This agreement covers both labor and materials as needed by normal usage of the machine. The cost is a per copy charge of \$.013 and the agreement covers the calendar year January – June 2013.

Attachments

Maintenance Agreement

Fiscal Impact

Funds are available in 10-160-6260.

Staff Impact

N/A

Legal Review

Pending legal review.

Recommendation

Approve Annual Monthly Maintenance Agreement.

Suggested Motion

I Move To approve the Document Center Maintenance Agreement with Copier & Supply.

*FAXES

*SERVICE

*SHREDDERS

*SUPPLIES

Serving Southwest Wyoming Since 1974
432 SOUTH MAIN
ROCK SPRINGS, WY 82901
(307) 362-6530 1-800-442-9699
FAX (307) 362-6533

MAINTENANCE AGREEMENT

This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessitated by normal usage of the machine. Customer must provide a grounded NEC approved 15 or 20 Amp 110V outlet for equipment covered under this agreement. Maintenance Agreement will be void if a proper surge suppressor is not in place on copier, network, and or fax machines. Damage caused by Bad Power, Surges, Spikes, or Fluctuating Power will not be covered by the Maintenance Agreement. Damage or loss resulting from misuse or perils such as fire, theft, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modification or personnel to effect repairs or changes will cause this agreement to be null and void.

Service performed under the terms of this contract will be made during normal business hours at the installation address specified in this contract. Travel and labor time on calls after business hours, Saturdays, Sundays, and holidays, are charged to the customer at established rates.

Preventative maintenance is the service performed to insure expected life and efficiency of equipment. Service necessary due to operator negligence may be considered chargeable. All consumable parts will be replaced at no charge. Consumables will include but are not limited to fusing rollers, photoconductors, and blades and are separately warranted.

Connectivity which includes installation of software, loading drivers, and connecting between your network and the multifunction machine is not included due to the number of variations of operating systems and networks and is chargeable on a per hour basis.

It is understood that a qualified service technicians employed and trained by Copier & Supply Company, Inc will perform all service.

This contract shall become effective upon receipt by Copier & Supply Company Inc. of payment for annual charge. **The contract will remain in force for twelve months and will be automatically renewed from year to year unless written cancellation notice is received, by either party, thirty days prior to the end of the current term.** Customer agrees to pay the annual charge in advance at the beginning of each twelve-month period. **Upon payment, the customer agrees to accept the terms of this contract.**

If customers use other than recommended supplies, or calls due to customer error, causing abnormally frequent service calls, then the **service calls will become chargeable at the current hourly service rate plus mileage as needed.** The maintenance agreement may be terminated and the unused portion of the maintenance agreement payments be refunded. In that case, the customer will be offered continuing service at published hourly rates. Parts and labor prices are subject to change without notice.

It is understood that the following charges will apply for the below mentioned machine:

Make: Savin Model: 8045SPF Serial Number: K9465901612
Actual Location: Purchasing Dept **BEGINNING METER: 470,655**

THIS CONTRACT WILL BE IN EFFECT FROM:
01/24/2012 TO 06/23/2013

Base Price: \$CPC

Copy Allowance: B&W 0 Excess Copy Charge: B&W .013 Start Date: 1/02/2012
Color NA Color NA MA Period: 1 Year

Included Items:	Parts	Labor	Drum	Fuser Roller	Toner	Developer	Paper	Connect
B& W	X	X	X	X	X	X	NO	NO
Color	NA	NA	NA	NA	NO	NA	NO	NO

INVOICE NUMBER MONTHLY

DOES NOT INCLUDE STAPLES

Authorized By: **

TITLE: _____

COMPANY: CITY OF GREEN RIVER

ADDRESS: 50 East 2nd North

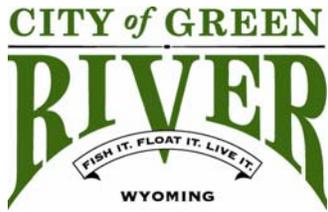
Green River, WY 82935

CUSTOMER CONTACT: 872-6123 Trish

For filing purposes only: **CITGR-8045-PURC**


Copier & Supply's Authorized Signature

*Charges are subject to sales tax where applicable



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: April 10, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 17, 2012	Department Director: Allan Wilson
	Presenter: Allan Wilson

SUBJECT: Authorize Green River Jr. Babe Ruth the 2012 Concession Stand Operations at the Stratton Myers Park

PURPOSE STATEMENT:

To gain authorization of the Governing Body to approve the rights to operate the concession stand for 2012 at Stratton Myers Park

BACKGROUND/ALTERNATIVES:

Staff advertised for proposals for 2012 concession stand operations for Evers Park, Veterans Park and Stratton Myers Park concession stands. Staff received interest in Stratton Myers Park only. The proposal is from Green River Junior Babe Ruth to operate the Stratton Myers concession stand from April 27, 2011 through October 1, 2012.

ATTACHMENTS:

Copy of March 2012 Concessionaire operations solicitations letter

Copy of the 2012 Concession Stand Operations Proposal Form from the Green River Jr. Babe Ruth

Copy of Concession Agreement

FISCAL IMPACT:

A revenue generation of \$ 300.00

STAFF IMPACT:

Minimal

LEGAL REVIEW:

Not Applicable

RECOMMENDATION:

Staff recommends the Governing Body authorize 2012 concession stand operations at the Stratton Meyers Park Concession Stand to the Green River Jr. Babe Ruth

SUGGESTED MOTION

I move to authorize 2011 concession stand operations at Stratton Myers Park to the Green River Jr. Babe Ruth.



February 2012

RE: Concessionaire Operations for 2012

To Whom It May Concern:

The City of Green River is requesting proposals to operate the Stratton Myers Park, Evers Park and Veterans Park concession stands. Groups interested in doing so may submit a letter of intent for *one, two or all three concession stands*. Operating concession stands has proven to be good fundraiser for organizations in the community.

If you are interested, please **read** the enclosed concession agreement (which is for informational purposes only); if your organization is selected for one, two or all three of the concession stands you will need to sign and return a professional services agreement. Staff will notify your organization if you were selected to be a concessionaire. The professional services agreement will be between the City of Green River and your organization.

If you are interested in being a concessionaire in 2012 please contact me at (307) 872-6147 to discuss this fundraising opportunity. Staff will interview potential concessionaires and is planning on making a recommendation to the Mayor/City Council on selections for 2012 concessionaire(s) in mid-April 2012.

Staff looks forward to hearing from you regarding this request for proposals for concession stand operations. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Allan Wilson".

Allan Wilson
Director of Parks and Recreation

City of Green River, Wyoming
2012 Concession Stand Operations
Proposal Form

Please place an "X" below next to the concession stand(s) you are submitting a proposal for:

- Evers Park concession stand
- Stratton Myers Park concession stand
- Veterans Park concession stand

Name Green River Junior Babe Ruth - represented by Brad Hatfield

Address 320 Evans Dr.

Home Phone 875-2662 Work Phone 871-8400

E-Mail Address jnetteh@hotmail.com

1. Name under which you do business Green River Junior Babe Ruth

2. State whether you do business as an individual, organization or corporation
Wyoming

3. Is operation of concessions your principal business? no

4. What experience (if any) do you have in the operation of concessions?
Board member for five years and coach for nine years, of which I have been involved with the operation of the concession stand.

5. Please list the goods you will provide to consumers, as well as prices. Please note that it is highly recommended that concession sales coincide with the City of Green River and Sweetwater County School District # 2 Health and Wellness Committee Policy.

See attached

Anyone interested in making an inspection of any of the three concession stands should contact the City of Green River Parks and Recreation Department to schedule an appointment by calling (307) 872-6151.

PROPOSAL: \$ 300.00

SIGNATURE [Signature] DATE _____

CONCESSION AGREEMENT for

- Evers Park concession stand
- Stratton Myers Park concession stand
- Veterans Park concession stand

_____, hereinafter referred to as the “**Concessionaire**”, and the City of Green River, Wyoming, hereinafter referred to as the “**City**”, agree as follows:

WHEREAS, the City is the owner of a concession facility at _____, Green River, Wyoming.

WHEREAS, in order to add to the comfort, enjoyment, and benefit received by the public in the use of Stratton Myers Park, Veterans Park and Evers Park, it is desirable that appropriate food, drink and similar items be made available to the public at reasonable prices; and

WHEREAS, the Concessionaire agrees that the sum of _____dollars will be given to the City of Green River. **Please make your check payable to the City of Green River.**

WHEREAS, the Concessionaire agrees to submit a damage/cleaning deposit in the sum of \$500.00 per concession stand

WHEREAS, the Concessionaire agrees to submit a key deposit in the sum of \$200.00 (for 1 to 4 keys) per concession stand

WHEREAS, the Concessionaire agrees that all of their equipment (ex: freezers, coolers, refrigerators, cabinets, etc.) will be removed from all concession stands by the last day of the agreement or Concessionaires equipment will be removed and taken to the Landfill by the City.

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

1. Grant and Description of Premises. The City grants to Concessionaire and Concessionaire accepts from the City the privilege of maintaining a concession stand at:

- Stratton Myers Park, 1795 Bridger Avenue
- Evers Park, 370 South 2nd East
- Veterans Park, 425 East Teton Boulevard

2. Term of Agreement. The term of this agreement shall be for the **2012 season**, starting on **Friday, April 27, 2012**, and terminating on **Monday, October 1, 2012**, unless sooner terminated as hereinafter provided.

3. Condition of Premises. Taking possession of the concession stand(s) by Concessionaire shall constitute and acknowledge that such premises are in good condition. Concessionaire shall accept the concession stand in its presently existing condition, and the City shall not be required to make any alterations thereto.

4. Concession Fee. Your approved proposal amount shall be submitted to the City of Green River by **5:00pm, on Thursday, April 26, 2012**. Keys to the concession facility (or facilities) will NOT be issued until payment and your damage and cleaning deposit(s) and key deposit(s) are received by the City.

5. **Records.** The Concessionaire shall keep accurate records of all sales and receipts in accordance with such bookkeeping systems as the City may approve. The City shall have the right to inspect the books, records, and inventories of the Concessionaire at any reasonable time.

6. **Scope of Concession.** Concessionaire shall provide food services to the general public, without discrimination as to race, color or creed. All items sold shall be of a first-class quality, and the services provided by Concessionaire shall be rendered courteously and efficiently. The City reserves the right to prohibit the sale of any item it deems objectionable, and the City shall have the right to order the improvement of the quality of either their merchandise or the services rendered. At no time shall Concessionaire sell, keep, handle or give away any alcoholic beverages of any kind, and Concessionaire shall not permit the same to be done by any of Concessionaire's agents, employees or representatives.

7. **Maintenance of Concession Area.** Concessionaire shall be responsible for the reasonable and proper care of the concession stand and the immediate vicinity. It shall repair or cause to be repaired at its own expense any damages to said property caused by itself, its employees, agents, guests or patrons. Concessionaire shall keep and maintain the concession stand and the immediate vicinity in a clean and sanitary condition and shall comply with the rules and regulations of the health departments of the City of Green River, Sweetwater County and State of Wyoming.

8. **Maintenance of Equipment.** Concessionaire shall keep all equipment in good working condition at all times at its own expense; and shall be responsible for replacing, with the exception of normal wear and tear, any equipment of the City that becomes missing, lost, stolen, damaged beyond repair or too unsanitary for use.

9. **Right of Access.** The City shall have the right to make inspections at any reasonable time to insure compliance with this agreement.

10. **Compliance with Laws.** Concessionaire shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States government, the State of Wyoming, Sweetwater County and the City of Green River or any department or agency of the above.

11. **Licenses and Permits.** Concessionaire shall obtain and pay for all permits and licenses that may be required for the operation of the concession stand(s).

12. **Utilities, Taxes, and Other Charges.** The City shall be responsible for the payment of all utilities, such as water, gas and electricity. Concessionaire shall pay for all taxes or other charges incurred or assessed against the operation of the concession herein granted.

13. **Indemnity.** Concessionaire does hereby release and agree to indemnify, defend and save harmless the City of Green River from and against all claims, actions, causes of action, demands, judgments, costs, expenses, and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicted upon injury or death to any person or loss of or damage to property of whatever nature or ownership, including the parties to this agreement and their employees, and in any manner arising out of or connected with, directly or indirectly the operations or use of the premises hereunder licensed.

14. **Concession Agreement not Contract of Employment or Lease.** This agreement is not a contract of employment. No relationship of employer and employee exists between the City and the Concessionaire or between the City and any employee or agent of the Concessionaire. Concessionaire shall at all times be deemed to be an independent contractor. Concessionaire is not authorized to bind the City to any agreements or obligations. The City shall not be liable for any acts of the Concessionaire, its employees or agents in performing the duties prescribed herein. No portion of the concession stand is being leased to the Concessionaire. Concessionaire is a licensee and not a lessee of the concession stand; and, the right of

the Concessionaire to operate the concession stand shall continue only so long as all the terms of this agreement are strictly and promptly comply with by the Concessionaire.

15. Assignment of Hypothecation Prohibited. Concessionaire may not assign not pledge as security or collateral any right, privilege or license conferred by this agreement and shall be grounds for termination of the entire agreement by the City.

16. Each Provision Material Condition. Each term of this agreement is material and breach by Concessionaire of any one of the terms herein contained shall be a material breach of the entire agreement and shall be grounds for termination of the entire agreement by the City.

17. Breach and Termination. In the event of any breach of the terms or provisions of this agreement, the City shall have in addition to any other recourse, the right to terminate this agreement, to enter and obtain possession of the entire premises, and to remove and exclude all property of Concessionaire therefore, all without service or resort to legal process and without any liability of its part.

18. Surrender of Premises Upon Termination. Upon the termination of this agreement, Concessionaire shall peaceably surrender and deliver up possession to the City of the demised premises, including all improvements or additions thereto, and all equipment, in good order and condition, reasonable wear and tear expected.

19. Headings for Convenience Only. The paragraph headings contained herein are for convenience and reference, and not intended to define or limit scope of any provision of this agreement.

20. All Provisions of the *Specifications* shall be a part of this Agreement.

21. Modification. Notwithstanding any provisions hereof, the parties hereinafter, by mutual consent, may agree to modifications or additions hereto. The City shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

22. Flaming Gorge Days and other City Sponsored or Co-Sponsored Events held at Stratton Myers Park, Evers Park and Veterans Park. Concessionaire agrees that they will not be allowed to operate and sell items, goods, product, etc. during the annual Flaming Gorge Days (June 2012) and annual River Festival Special Event (August 2012) as well as any other City sponsored or co-sponsored events implemented at Stratton Myers Park, Veterans Park and Evers Park during the duration of this agreement.

INWITNESS WHEREOF, the parties hereto have executed this agreement on the ____ day of _____, 2012.

CONCESSIONAIRE:

Representative **Date**

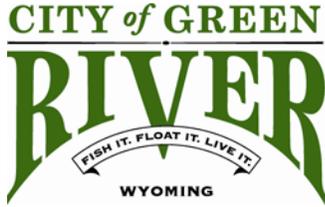
CITY OF GREEN RIVER:

Hank Castillon, Mayor of Green River **Date**

ATTEST:

Jeffrey V. Nieters, City Clerk **Date**

Rev: January 14, 2010, Updated February 17, 2011, Updated January 18, 2012



City of Green River
 City Council Meeting
 Agenda Documentation

Preparation Date: 4/10/2012	Submitting Department: Community Development
Meeting Date: 4/17/12	Department Director: Laura Leigh
	Presenter: Laura Leigh

SUBJECT: Annual Letter of Agreement with Wyoming Main Street.

PURPOSE STATEMENT

To authorize Mayor Castillon to sign the annual Letter of Agreement with the Wyoming Main Street Program for our participation and involvement as a Wyoming Main Street Community.

BACKGROUND/ALTERNATIVES

The Wyoming Main Street Program and the State of Wyoming require a signed Letter of Agreement for the provision of services. The agreement outlines the responsibilities of the Local Program (City of Green River and the URA/Main Street Board) and also outlines the responsibilities of the State of Wyoming. This is an annual Letter of Agreement.

ATTACHMENTS

Letter of Agreement from Wyoming Main Street.

FISCAL IMPACT

Fiscal impacts have already been budgeted for.

STAFF IMPACT

The URA/Main Street Administrator handles the day to day operations of the Main Street program. The position of the URA/Main Street Administrator is currently vacant. The responsibilities of this position have been handled through Community Development staff until the position is filled.

LEGAL REVIEW

Legal review pending.

RECOMMENDATION Recommendation to authorize Mayor Castillon to sign the annual Letter of Agreement with the Wyoming Main Street Program for our participation and involvement as a Wyoming Main Street Community.

SUGGESTED MOTION: I move to authorize Mayor Castillon to sign the annual Letter of Agreement with the Wyoming Main Street Program on behalf of the City of Green River.



**Advisory Board Members: Sherri Mullinnix, Chair – Bill Hankins, Vice-Chair
Stacey Reichardt, Secretary – Matt Ashby – Jim Davis – Nema Martin – Scott Balyo**

Letter of Agreement Wyoming Main Street Communities

THIS AGREEMENT is entered into between the Wyoming Main Street Program (the “State”) and the Green River Urban Renewal Agency/Main Street. (the “Local Program”).

WHEREAS, the State and the Local Program desire to implement the Wyoming Main Street Program in the City of Green River, Wyoming, to promote the revitalization of the designated downtown Main Street district of that community;

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

SECTION I. The Local Program shall:

1. Maintain an active volunteer board representing downtown stakeholders, including representatives of downtown business and property owners and other community entities, to oversee the continuing development of the local Main Street program for the term of this agreement.
2. Commit to participate actively in the Wyoming Main Street Program including, but not limited to, maintaining a downtown office with necessary travel and operating budget for the Local Manager. The board of directors and the volunteers will be the primary fundraisers for the organization’s basic operating budget.
3. Employ a Local Manager for the Main Street program, who shall be responsible for the day-to-day administration of the Main Street program. The Board of Directors shall develop a job description setting forth the administrative responsibilities and compensation of the Local Manager.
4. Implement a comprehensive revitalization strategy following the Main Street Four-Point Approach™ established by the National Trust Main Street Center. Standing committees in the area of Organization, Promotion, Design and Economic Restructuring shall be maintained. Each committee shall have a chairperson and shall meet monthly. An annual work plan based on the four-point approach shall also be developed and submitted to the Wyoming Main Street Program Office.
5. Submit monthly reinvestment reports to the State office which track key performance measures and progress of the Local Program. The monthly reinvestment reports shall describe downtown improvements, local economic data, Local Program financials, local volunteer utilization and the progress of technical assistance projects. Monthly reports must be submitted by the 15th day of each month. Services/scholarship funds may be suspended if a program fails to fulfill this requirement.



**Advisory Board Members: Sherri Mullinnix, Chair – Bill Hankins, Vice-Chair
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6. Submit an annual self-evaluation report to the State office which tracks key performance measures and progress of the Local Program. The annual self-evaluation report will describe local activities that signify the Local Program's compliance with the National Trust Main Street Center's "10 Standards of Performance". Annual self-evaluations must be submitted no later than February 1st every year. Services/scholarship funds may be suspended if a program fails to fulfill this requirement.
7. Provide the State's Main Street Program Manager with copies of all published materials relating to the Local Program, to be submitted with monthly reports.
8. Have the Local Manager participate, as requested by the State's Main Street Manager, in all required training sessions.
9. Promote and encourage board member and volunteer attendance at local, state and national training opportunities, as identified by the Wyoming Main Street Program. Attendance minimums at on-site presentations may be set by the State in advance.
10. The Local Program will illustrate the acknowledgement of the receipt of the State's services by crediting its participation, and as a beneficiary of, the statewide program through the appropriate methods (i.e., printed acknowledgement in public notices, press releases, project signs, publications, verbal recognition at public meetings, etc.).
11. Return all Wyoming State Main Street signs to the State if the Local Program withdraws from the Wyoming Main Street Program or no longer fulfills the requirements of a Certified Main Street Program according to the Program Guidelines.

SECTION II. The State shall:

1. Serve as the State Coordinating Main Street program. In this capacity, Wyoming Main Street will annually certify communities which qualify for national recognition as Main Street communities. Wyoming Main Street will also maintain a working partnership with the National Trust Main Street Center.
2. Provide technical assistance to the Local Program according to its needs, as funds are available, according to the Program Guidelines.
3. Attend interviews, at the request of the Local Program, for the Local Program Manager position whenever the position is open.
4. Organize and conduct a Local Manager Training Orientation for new Main Street managers. This session will be conducted Wyoming Main Street Staff.
5. Organize and conduct training for board members, committee members, Program Managers, and community volunteers, providing comprehensive training on the content and methodology of the Main Street Program at the local level.



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6. Organize and conduct a Vision and Mission Statement development session and Work Plan sessions to develop the Local Program's work plan, focusing on the Main Street Four-Point Approach™. Attendance/participation minimums at on-site visits may be set by the State in advance. This session will be conducted by Wyoming Main Street Staff.
7. Organize and conduct a one-day Reconnaissance Visit for all new Certified communities. State team members will visit on-site for a day to evaluate the Local Program and identify short and long-term goals. A written report will be delivered to the Local Manager within eight weeks after the completion of the visit. Attendance/participation minimums at on-site visits may be set by the State office in advance.
8. Organize and conduct a one-day Annual Program Review. State team members will visit on-site for a day to evaluate the Local Program and share observations and identify shortcomings. A written report will be delivered to the Local Manager within two weeks after the completion of the visit. Attendance/participation minimums at on-site visits may be set by the State office in advance.
9. In cooperation with the National Trust Main Street Center, provide training advice and information by telephone and other appropriate ways to the Local Manager.
10. The State office shall provide the Wyoming State Main Street logo electronically to use in printed publications (refer to #9 in section I).
 - Logo must be used only in conjunction with the celebration and promotion of Main Street.
 - Logo style must not be modified in any way.
 - Logo should be presented in either original colors, or black and white.
11. Provide for the Local Program's membership in the National Main Street Network for the first three years.
12. Provide an annual funding allocation to the Local Program to help send Local Program Managers, board and committee members, and volunteers to the National Main Street Conference and Pretrip as funds are available. These funds are only available to communities in compliance with this letter of agreement.

SECTION III. The Parties hereto otherwise agree as follows:

1. The term of this agreement shall be for a period of 12 months beginning on the date of the last signature affixed to Page Four. It may be extended or revised by a written amendment signed by both parties.
2. Either party may terminate this agreement with or without cause upon thirty (30) days prior written notice to the other party.



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3. Notwithstanding any other provisions of this agreement, if funds anticipated for the continued fulfillment of the agreement are at any time not forthcoming or insufficient, the State shall have the right to terminate this agreement without penalty upon thirty (30) days written notice.
4. The contract constitutes the entire understanding and agreement between the parties and incorporates and supersedes any previous agreements or negotiations, whether oral or written.
5. Nothing herein shall be construed to create an employer-employee relationship between the State and the Local Program.
6. This agreement shall extend to and be binding upon the Local Program, its successors and assigns and all persons claiming under or through the Local Program; and the words "Local Program" when used herein shall include all persons liable for the return or repayment of any indebtedness or any part hereof, whether or not such persons have executed this agreement.
7. This contract shall be governed by the Wyoming Main Street Program. The Local Program shall at all times comply with and observe all federal, state and local laws which are in effect during the period of this contract and which, in any manner, affect the work or its conduct.
8. The representations and warranties made herein shall survive the signing of this agreement and any investigation made by, or on behalf of, the State at any time.
9. The State and Local Program acknowledge and agree that in no event, shall the State be deemed a partner or joint venture with the Local Program, or any beneficiary of the Local Program.
10. Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct. No party agrees to insure, defend or indemnify any other party.
11. Sovereign Immunity. Parties do not waive sovereign immunity by entering into this lease, 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.
12. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Lease, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.



**Advisory Board Members: Sherri Mullinnix, Chair – Bill Hankins, Vice-Chair
Stacey Reichardt, Secretary – Matt Ashby – Jim Davis – Nema Martin – Scott Balyo**

IN WITNESS WHEREOF, the parties have executed this agreement.

BY: _____
Hank Castillon, City of Green River Mayor Date

BY: _____
Donna Chappell, Local Program Board Chair Date

BY: _____
Mary Randolph, Wyoming Main Street Coordinator Date