



## DOMESTIC VIOLENCE AWARENESS PROCLAMATION

**WHEREAS**, the YWCA of Sweetwater County recognizes and participates in a public awareness campaign to support National Domestic Violence Awareness Month and the YWCA Week Without Violence; and

**WHEREAS**, acts of domestic violence occur every 18 seconds in the United States and are a primary cause of injury to women; and

**WHEREAS**, the victims of domestic violence crimes suffer financial, physical, and emotional harm as a result of the crime, harm that is often compounded by minimizing the seriousness of these acts as crimes; and

**WHEREAS**, bills of rights for domestic violence victims and other legal protections must be fully enforced in the criminal justice system in Green River; and

**WHEREAS**, domestic violence victims and their children often need practical and financial support and personal advocacy as soon as possible; and

**WHEREAS**, there is a critical need for strong victim restitution programs and victim assistance programs throughout the United States and in Green River; and

**WHEREAS**, in recognition of these stated needs, as well as any unmet needs, domestic violence victims and their advocates in Green River have rallied to the cause of victim justice; and

**WHEREAS**, the government and citizens of Green River fully recognize the need to treat victims with dignity and compassion:

**NOW, THEREFORE, BE IT RESOLVED** that I, Hank Castillon, Mayor of the City of Green River, do hereby declare **OCTOBER 2010** as

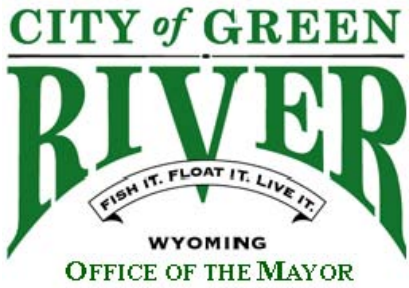
### **DOMESTIC VIOLENCE AWARENESS MONTH**

and call upon our citizens to commemorate the occasion by participating in domestic violence awareness activities.

**IN WITNESS WHEREOF** I have hereunto set my hand this 5<sup>th</sup> day of October, 2010.

A handwritten signature in blue ink, appearing to read "Hank Castillon", written over a horizontal line.

**MAYOR HANK CASTILLON**



## NATIONAL DISABILITY EMPLOYMENT AWARENESS PROCLAMATION

**WHEREAS**, October is National Disability Employment Awareness Month (NDEAM) in the State of Wyoming; and

**WHEREAS**, Wyoming has many citizens with disabilities who work and contribute to our society and to the overall economy; and

**WHEREAS**, people with disabilities have the same rights and responsibilities to live and work in our community; and

**WHEREAS**, people with disabilities must be accepted as being no different than others and offered substantial equal employment opportunities; and

**WHEREAS**, participants celebrating this month's activities will honor people with disabilities and their outstanding work efforts as well as the businesses who hire people with disabilities; they will gain new perspectives on the accomplishments of the men and women with disabilities whose work helps keep Wyoming's economy strong along and of the need to continue our commitment to ensure equal employment opportunities for all of our citizens; and

**WHEREAS**, participants celebrating NDEAM 2010 will support active efforts in the progress and implementation of the Americans with Disabilities Act to more fully integrate men and women with disabilities into the workplace and all aspects of life; and

**WHEREAS**, in partnership with community Chambers of Commerce, the Wyoming Division of Vocational Rehabilitation, and Wyoming business and community leaders, the Wyoming Business Leadership Network's annual **Mayors' Leadership Awards** celebration on **October 27<sup>th</sup>** will recognize businesses that have demonstrated outstanding commitment and outreach by employing and supporting people with disabilities as well as those employees with a disability who have demonstrated exceptional work efforts:

**NOW, THEREFORE, BE IT RESOLVED** that I, Mayor Hank Castillon, do hereby declare **October 2010**

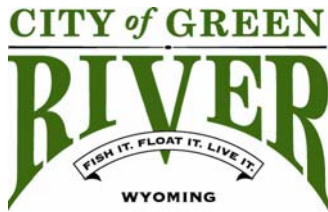
### **NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**

and urge all citizens to support the efforts of the Wyoming Business Leadership Network and other organizations as we celebrate and recognize all people with disabilities for their outstanding efforts as contributing Wyoming citizens.

**IN WITNESS WHEREOF** I have hereunto set my hand this 5<sup>th</sup> day of October, 2010.

A blue ink signature of Mayor Hank Castillon, written in a cursive style. Below the signature is a horizontal line.

**Mayor Hank Castillon**



# City of Green River City Council Meeting Agenda Documentation

Preparation Date:	Submitting Department: Legal
Meeting Date: 09/21/2010	Department Director: Barry Cook
	Presenter: Lisa Botham

Subject: **New Parks Rules Ordinance**

Purpose Statement

The proposed ordinance changes will allow the Police Department to enforce Park rules by putting them into an Ordinance.

Background/Alternatives

Previously the rules were enforced without legal authority.

Attachments

Ordinances 19-60,19-61, 19-62 and 19-63

Fiscal Impact

None

Staff Impact

None

Legal Review

Written by Legal Department

Recommendation

I recommend the new Ordinance be adopted

Suggested Motion

I Move To Pass Ordinances 19-60, 19-61, 19-62 and 19-63 on 3rd reading

# **ORDINANCE NO 10- 06**

AN ORDINANCE CREATING SECTIONS 19-60 through 19-63 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, CONCERNING THE USE OF CITY PARKS.

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

**Section 1:** That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 19-60, which section reads as follows:

**Section 19-60 City park hours.**

- a. The hours of operation for all parks within the city limits is 5:00 am until 12:00 midnight, unless posted otherwise. It shall be unlawful for any person to be in a city park between 12:00 midnight and 5:00 am without the written permission of the City Administrator or the Director of Parks and Recreation.
- b. Exception: Persons utilizing the Pavilion on Expedition Island must abide by the rules of operation for said building as set forth in the rental agreement with the City.

**Section 2:** That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 19-61, which section reads as follows:

**Section 19-61 Motorized traffic prohibited.**

- a. It shall be unlawful for any person to operate a motorized vehicle within any city park, except for licensed vehicles on designated roadways and parking area.
- b. Motorized vehicle shall include, but is not limited to all cars, trucks, all terrain vehicles (ATVs), motorized scooters, motorcycles, and dirt bikes.
- c. This section shall not apply to police vehicles, fire trucks, or city maintenance vehicles.

**Section 3:** That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 19-62, which section reads as follows:

**Section 19-62 Pedestrian vehicles restricted to established pathways.**

No person shall operate a non-motorized vehicle in any city park except upon established or maintained pathways, trails or walkways.

**Section 4:** That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by adding a section, to be numbered 19-63, which section reads as follows:

**Section 19-63 Unlawful use of firearms or archery equipment.**

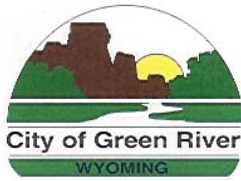
No person shall discharge a firearm or utilize an archery device in any city park except FMC Park, and then only in appropriately designated areas.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of October, 2010.

\_\_\_\_\_  
H. Castillon, Mayor

ATTEST:

\_\_\_\_\_  
Jeffrey V. Nieters, City Clerk  
First Reading: September 7, 2010  
Second Reading: September 21, 2010  
Third Reading: October 5, 2010



# City of Green River City Council Meeting Agenda Documentation

Preparation Date 9/27/10	Department: Police
Meeting Date: 10/5/10	Department Head: John Love
	Presenter: John Love

**Subject:** Transfer funds

**Purpose Statement:** To transfer \$4700 from the drug seizure fund to pay for emergency radio repairs for the Police Department.

**Background/Alternatives:** The Police Department has been experiencing problems with the microwave radios on Mansface and at City Hall. No one seems to be able to permanently correct this problem. We have decided to connect our radios to the fiber optics that we ran to Mansface last year to eliminate the wireless problem. We will then budget next year to replace the wireless radios to provide a redundant system.

**Attachments:** None

**Fiscal Impact:** None. Transferring funds from one account to another

**Staff Impact:** None. The project has been bid out.

**Legal Review:** N/A

**Recommendation:** I recommend we transfer the funds.

**Suggested Motion:** I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase the expenditure authority in the General Fund for the Police department to repair PD Radio Equipment in the amount of \$4,700.

**Resolution No. R10-\_\_\_\_\_**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURE AUTHORITY IN THE GENERAL FUND FOR THE POLICE DEPARTMENT TO REPAIR PD RADIO EQUIPMENT IN THE AMOUNT OF \$4,700

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-210-6260 (Maintenance & Repair) in the amount of \$4,700

**And whereas**, to decrease the Drug Seizure Reserve in the General Fund in the amount of \$4,700

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, 2011.

PASSED, APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF OCTOBER, 2010.

SIGNED:

\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: 9.28.10	Submitting Department: Community Development
Meeting Date: 10.05.10	Department Director: Laura Hansen
	Presenter: John Dahlgren

**Subject:** Certification of Green River Main Street Plan of Action

**Purpose Statement:** To affirm, modify or deny the proposed plan of action for Green River Main Street as the first step in removing the probationary designation

**Background/Alternatives:** The proposed plan of action is the first step, of several, that the State has said the City needs to complete in order to be recertified as a Main Street community. When reading the plan, please also refer to the letter of probation that was received this past July. This plan was unanimously approved by the Green River Main Street board.

**Attachments:** Plan of Action with three appendices. Resolution. Probation letter. Mayoral letter to accompany plan of action.

**Fiscal Impact:** Funding levels for Main Street

**Staff Impact:** NA

**Legal Review:** NA

**Recommendation:** Approval of the resolution

**Suggested Motion:** I move to approve the Mayor’s signature on the letter certifying this plan of action as the first step to having Green River Main Street recertified by the Wyoming Main Street Board of Advisers.

## Green River Main Street Board of Directors Roster

**Norri Gunter-Chair**

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## Committee Member List

### Promotions Committee

#### **Ed Williams – Chair**

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**Economic Restructuring**

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## Proposed 3-Year Budget for the Green River URA/Main Street Program

<b>Program:</b>	<b>Community Development</b>				
	<b>Community Revitalization/Main Street Program</b>				
<b>Program Purpose:</b>					
		<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>
		<b>FYE2011</b>	<b>FYE2012</b>	<b>FYE2013</b>	<b>FYE2014</b>
	<b><u>Personnel Services</u></b>				
5110	Salaries	\$ 58,213	\$ 59,959	\$ 61,758	\$ 63,611
5120	Overtime	-	-	-	-
5130	Part-time	17,493	5,000	5,000	5,000
5140	FICA	5,791	5,965	6,144	6,329
5150	Retirement	8,220	8,466	8,720	8,982
5160	Health Insurance	17,285	17,804	18,338	18,888
5170	Workers' Compensation	273	281	289	298
5200	Uniform Allowance	-	-	-	-
	<b>SUBTOTAL:</b>	<b>107,274</b>	<b>97,475</b>	<b>100,249</b>	<b>103,107</b>
	<b><u>Operations &amp; Maintenance</u></b>				
6210	Office Supplies	4,000	4,100	4,150	4,200
6220	Technical Supplies	5,000	6,000	6,250	6,500

Appendix B—Proposed 3-Year Budget

6240	Internal Incentive Program	-	-	-	-
6250	Fleet Maintenance & Supplies	-	-	-	-
6260	Operational Maint. & Repair	-	-	-	-
6310	Professional Services	7,000	7,500	8,000	9,000
6320	Advertising	10,500	10,500	10,750	10,750
6510	Tuition Reimbursement	-	-	-	-
6520	Training	1,000	1,000	1,000	1,000
6530	Travel & Subsistence	1,500	1,500	1,500	1,500
6640	Postage	557	557	575	600
6660	Telephone	-	-	-	-
6710	Rentals & Leases	8,400	-	-	-
6810	Subscription/Memberships/Dues	750	1,000	1,000	1,000
6850	Intergovernmental Services	-	-	-	-
6860	Special Projects & Programs	-	-	-	-
6865	Incidentals	-	-	-	-
6999	Small Assets	-	5,000	7,500	10,000
	<b>SUBTOTAL:</b>	<b>38,207</b>	<b>37,657</b>	<b>41,475</b>	<b>44,800</b>
	<b><u>ECB</u></b>	-			
	<b><u>Asset Acquisitions</u></b>	-			
			-	-	-
	<b>SUBTOTAL:</b>		-	-	-
	<b>GRAND TOTAL:</b>	<b>145,481</b>	<b>135,131</b>	<b>141,724</b>	<b>147,907</b>
	<b><u>Personnel</u></b>	-			
	URA-Main Street Administrator		1	1	1
	Part-Time				

## Appendix C—Letters of Commitment and Support



Providing Community Based Wrap Around Services  
*Building Lives, Restoring Hope...We Care*



Mrs. Sherri Mullinnix, Chair  
Wyoming Main Street Board of Advisers  
214 W. 15<sup>th</sup> St  
Cheyenne, WY 82002

Dear Ms. Mullinnix:

SW-WRAP, headquartered in Green River, is a 501c3 non-profit Community Initiative organization which provides recovery support and wrap-around services to six counties in Southwest Wyoming. We are also home to the United Way First Call for Help Information Retrieval and Referral Program, and founder of the BNEA (Basic Needs and Emergency Assistance) Programs which serve our impoverished and families in crisis.

SW-WRAP has established a strong working relationship with Green River Main Street (GRMS). In the past we have worked with this entity by providing volunteer support for most Main Street sponsored activities which take place throughout the year. Our Youth Engagement Program (YEP) kids were able to participate in civic/community events as well, most recently volunteering at the Farmer's Market for the entire summer this year. For myself personally, I have been involved with Main Street for three years and have served on the Promotions Committee.

I believe the Main Street program to be invaluable to our community, and I support the mission and goals of the Main Street Board and the Green River Main Street program.

SW-WRAP is committed to helping Green River Main Street by continuing to provide youth and adult volunteers for annual events, by promoting and supporting our collaboration with GRMS, and by continuing our involvement with the Promotions Committee. GRMS is important to our organization's mission as well, as it helps us to provide an opportunity for at-risk youth to be involved in structured events, and offers us with a venue for outreach.

SW-WRAP is proud to continue our partnership with the Green River Main Street program. We believe that the program is a necessary tool for the City in attracting and strengthening the downtown area, and thus re-vitalizing our community as a whole.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "chughes".

Rev. Dr. Cathie L. Hughes, M.A., M.C.J.  
CEO-Executive Director

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SW-WRAP – P.O. Box 189, 280 Monroe Avenue, Green River, WY 82935  
Phone & Fax: 307-875-2196 [www.swwrap.com](http://www.swwrap.com) [chughes@swwrap.com](mailto:chughes@swwrap.com)



**Sweetwater County  
Library System**

Rural Libraries: Bairoil, Farson, Granger, Reliance, Superior, Wamsutter

**Sweetwater County Library**  
300 North 1<sup>st</sup> East  
Green River, WY 82935  
Ph. (307) 872-3200

**Rock Springs Library**  
400 C Street  
Rock Springs, WY 82901  
Ph. (307) 352-6667

**White Mountain Library**  
2935 Sweetwater Drive  
Rock Springs, WY 82901  
Ph. (307) 362-2665

**Community Fine Arts Center**  
400 C Street  
Rock Springs, WY 82901  
Ph. (307) 362-6212

September 9, 2010

Mrs. Sherri Mullinnix  
Chair, Wyoming Main Street Board of Advisers  
214 W. 15<sup>th</sup> St  
Cheyenne, WY 82002

Dear Ms. Mullinnix:

The Sweetwater County Library System is pleased to begin a close working relationship with Green River Main Street. Since the recent reorganization, the Library system has seen GRMS begin to use library resources to help the downtown businesses. The Library Director has met with the Administrator of Green River Main Street and local businesses to explain how the Main Street and the downtown businesses can best utilize resources that exist in the library system.

The Sweetwater County Library system will commit to helping Green River Main Street by the involvement of our personnel to help with research and education on business and preservation issues, participating and helping with Main Street events and offering meeting space as available. It is a clear priority for us and we believe the City of Green River and the entire region will be well served.

In closing, I would like to say that I am proud that the Sweetwater County Library System and Green River Main Street have committed to partnering for a better future for the greater Green River community.

Sincerely,

R. Scott Kinney  
Director, Sweetwater County Library System





Mrs. Sherri Mullinnix  
Chair, Wyoming Main Street Board of Advisers  
214 W. 15<sup>th</sup> St  
Cheyenne, WY 82002

Dear Ms. Mullinnix:

The Green River Urban Renewal Agency once served as the catalyst for the founding of Green River Main Street. We now begin the reemergence of the partnership that was formed during the infancy of both programs.

Being two boards under one director, the agencies will remain separate yet have ample opportunities for working in conjunction. The programs must remain separate as the URA is tasked with looking at the entire City to eliminate or mitigate blighted conditions while Main Street is confined to a specific geographical area. The URA Board looks forward to working closely with GRMS on issues of slum and blight within the Main Street district. The current plan for the URA is to begin the rehabilitation and revitalization of a two-block section in the Main Street district. It is anticipated that both agencies will work closely to bring this work to fruition.

The URA commits to working with Main Street to identify more areas within the district that need revitalization and rehabilitation. The URA Board has expertise in engineering and small business entrepreneurship and commits to making that available to Main Street. In addition, the URA is committing volunteer personnel to help Main Street write the 3-year plan for the vision of the Main Street district.

Both boards have a long history of cooperation and the URA looks forward to resuming the partnership that will help “tell the story” of Downtown Green River.

Sincerely,

Robert Gordon  
Chairman, Green River Urban Renewal Agency

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**City of Green River Community Development Department**  
**50 East 2<sup>nd</sup> North, Green River, Wyoming 82935 Phone: 307-872-6140 Fax: 307-872-0510**



Mrs. Sherri Mullinnix  
Chair, Wyoming Main Street Board of Advisers  
214 W. 15<sup>th</sup> St  
Cheyenne, WY 82002

Dear Ms. Mullinnix:

Green River Futures is a private, non-profit economic development agency in the City of Green River. We have partnered with Green River Main Street in the past, most notably with the Tomahawk project. We have also volunteered at Main Street events.

Futures fully supports the goals and mission of Green River Main Street. Revitalizing Downtown Green River will help the entire region become more sustainable and provide much needed economic stimulus for the area. We believe that the reorganization which keeps the Urban Renewal Agency and Main Street as two separate boards but under one planning professional will allow for better cohesion and planning.

Despite reports to the contrary, Green River Futures is a fully-functional, private, non-profit economic development agency. We are proud of our partnership with the Green River Main Street program and we hope to continue partnering with it for years to come. We believe that the program is a necessary tool for the City in attracting and strengthening the downtown area of the City.

Sincerely,

*Brad Lutherland, President*

# Green River Main Street Plan of Action

2010-2011



Green River Main Street Board of Directors

In July of this year, the Mayor of the City of Green River received a letter from the Chair of the Wyoming Main Street Advisory Board informing him that the Green River Main Street program had been placed on probation by the Board. The letter stated “These actions (an evaluation by the Community Development Director) have caused our board to re-consider the “certified” status of Green River Main Street, as it does not appear to meet the qualifications of a certified Main Street community at this time.” The letter also presented Green River Main Street with certain actions and activities that needed to take place before the probation status could be lifted. One of these actions was to present by October 1, 2010 “a written plan of action...to the Wyoming Main Street Advisory Board and State Main Street program that outlines how the following actions will be accomplished within one year. The plan must include actions, timeframe, benchmarks, outcomes and the responsible party for each element.” This document is that “written plan of action.” In it we have broken down all of the criteria listed in the letter—that is the writing in bold—and developed a framework for meeting each of the criteria—replete with a timeframe for completion and the person/persons responsible for the action. We believe that this plan fully meets the criteria listed in the letter by the Wyoming Main Street Advisory Board.

**A. Development of a board of directors, with the number of members being consistent with the by-laws or articles of incorporation of the Green River Main Street program.**

Our current by-laws state “The Board of Directors...shall consist of not less than seven and not more than nine appointed members.” We currently have seven members after the appointment of three members and the re-appoint of one member on September 7, 2010 (a current roster is listed in Appendix A). The Board would like to stay at seven members although it will consider all applications. The current Board would like to see new Board appointees begin on committees before being appointed to the Board. There are three Board members up for renewal in 2011 and a recent change in the by-laws will have them take a year off the Board to allow others a chance to serve. We have identified at least three candidates that are willing to fill any open seats.

Timeframe: Ongoing.

Responsible Party: URA-Main Street Administrator (Administrator). Green River Main Street Board of Directors. Community Development Director. Mayor and City Council

**B. A strategic plan, completed by the Board, must be presented outlining a clear plan of action for the next 3 years.**

The Board has begun working on a three-year plan and is engaging members of the Main Street community and the governing body in helping to develop the plan. This plan will show how the downtown will be developed going forward and include streetscape and landscape, business retention and expansion, new business capture, building renovations

and rehabilitations as well as associated costs and possible funding sources. This plan will dovetail with the Green River City Council Strategic plan and the Marketing, Design and Branding Study completed in January 2010.

The plan will include short-range, medium-range and long-range goals, possibly going beyond just a 3-year plan of action. It will incorporate some of the work plans that were completed by the committees in 2009 but it will expand on the goals that the Board of Directors developed in 2009.

Timeframe: A draft of this plan will be completed by April 2011. It will then be presented to the entire Main Street district at a special event and then be presented to City Council for approval in May 2011.

Responsible Party: Board of Directors, Four Standing Committees, Administrator, Community Development Director, Planning and Zoning Commission, Urban Renewal Agency, City Council, Business Community

- C. It must show that the board will meet regularly, be active, engaged, and supportive of the program.** The Board meets on a regular monthly basis and holds special meetings as necessary. Board members participate in events and programs as their time allows. Every board member is on at least one committee and is in regular contact with the URA-Main Street Administrator and City Council. The Mayor is also serving as the City Council liaison on the Main Street Board. Green River Main Street will forward the minutes of the Board meetings to Wyoming Main Street to verify that the Board is meeting on a regular basis and is actively engaged in the program if the State desires.

Timeframe: Ongoing

Responsible Party: Administrator, Board of Directors

- D. Development of the four Main Street committees (Design, Organization, Promotion and Economic Restructuring), with a minimum of five volunteers serving as committee members on each committee.**

Each committee is receiving a new influx of members and each will have more than five active members by December 1, 2010 (Please see Appendix A for the names of the current members). In addition to the work listed below, each committee is working together on the Marketing Plan for the downtown area as well as working on future action plans for their committees. The marketing plan is due by January 31, 2010 and the action plans are due to the Board in March 2011 for approval and inclusion in the entire Main Street plan that will go to City Council in May 2011. For the first year, the Administrator will attend all the committee meetings to facilitate the discussions about the action plans. The plans will include objectives for the committees to reach to support the goals of the program as well as the action items needed to achieve those objectives.

- a. **Design.** They are currently discussing and evaluating possible businesses/buildings as candidates for the façade program. They will begin working with the Administrator, the Planning and Zoning Commission and the Urban Renewal Agency on Design Guidelines for the Main Street district which will provide a pre-approved set of guidelines for Main Street businesses.
- b. **Organization.** They are currently working with businesses to put together flyers to “tell the story” of the downtown and the Main Street businesses. They are also working on promoting the program to other groups and entities as well as seeking volunteers.
- c. **Promotion.** They are busy putting together the “Trunk or Treat/Harvest Market” promotion for October 9<sup>th</sup> and have begun working on the Christmas promotion for downtown businesses.
- d. **Economic Restructuring.** They are working on creating a better map for the downtown for inclusion on the website as well as for publication to all businesses. They are working to get information about each business in the Main Street district to each business in the Main Street district.

Timeframe: Committees will be fully functional by January 1, 2011. The other timeframes are as listed in the above narrative.

Responsible Party: Committees, Board of Directors, Administrator, Community Development Director, Planning and Zoning Commission, Urban Renewal Agency

**E. Each committee’s completion of a work plan that has been approved by the board of directors.**

In addition to the other work of the Committees, they will be working on formal action plans for the next fiscal year which begins July 1, 2011. The action plan drafts are due to the Board of Directors by March 31, 2011 for approval and inclusion in the entire Main Street plan that will go to City Council in May 2011.

Timeframe: As noted above.

Responsible Party: Committees, Board of Directors, Administrator, Community Development Director.

**F. A cadre of volunteers that is comprised of community members and business owners that will participate in and support Main Street activities**

As evidenced by our successful Farmer’s Market concluded at the end of August, we have no issues getting enough volunteers to staff our events. There were times when we had too many volunteers. However, that does not mean that we will abandon our efforts

to gather more volunteers. The Administrator is compiling a list of people who have volunteered in the past and is setting it up so that it is always available for use.

In addition, the program will be setting up a Junior Main Street program that is open to children of all ages. The Administrator has been successful in recruiting student representatives for other Boards and Committees in addition to serving as a baseball and soccer coach for children's leagues. Contacts that were made through those venues will be utilized to recruit children for this venture. Help in setting this program up has already been promised by a member of the Green River Chamber of Commerce Board of Directors. There is also the possibility of a partnership with Cub Scouts/Boy Scouts and Girl Scouts with this venture. The children from the Youth Engagement Program sponsored by SW-WRAP will continue to participate as well.

Timeframe: Ongoing for recruiting volunteers. March 2011 for setting up the Junior Main Street program.

Responsible Party: Everyone associated with Main Street.

**G. Letters of support and involvement from partner organizations including the Chamber of Commerce and local economic development organizations.**

We have attached to this document as Appendix C several letters of both support and commitment that have been received to date. The Letters of Commitment show an organization is willing to make a contribution of time and energy to furthering the goals of Green River Main Street while the Letters of Support are from organizations that support the efforts of Green River Main Street but do not or cannot provide direct assistance.

We have received (or have been promised) Letters of Commitment from: Green River Chamber of Commerce; SW-WRAP; Sweetwater County Library System; Green River Urban Renewal Agency; and the Green River Historic Preservation Commission.

We have received Letters of Support from: Green River Futures. We also anticipate receiving a letter of support from Green River Kiwanis.

We will continue to seek partners wherever we may find them. The Golden Generation Advisory Board is a group we hope to work with on issues relating to our senior citizens and how we can make it easier for them to come to the downtown area to enjoy our activities. We will be making a presentation to the GGAB explaining the goals and mission of Green River Main Street and brainstorm ways the two groups can work together. It is possible we will be able to have activities geared especially towards that age group. We will also be working with the Boy/Girl Scouts as we try to find a place in the downtown area for a Community Garden. We have several places we are considering but have nothing firm yet.

We have also approached the Green River Planning and Zoning Commission about making a presentation to them about what Green River Main Street is and does. Our presentation will be at a P & Z meeting in October after which we believe we will be able to have a better working relationship with this group.

Two other groups to which we have asked to make presentations are the Sweetwater County Economic Development Association and the Sweetwater Travel and Tourism Board. We have asked to be able to make presentations—to tell our story—before these Boards so that we can build better working relationships with these groups.

The Green River Main Street Board of Directors cannot do this program alone. Neither can the Administrator. In fact, the two combined cannot do this alone. Revitalizing the downtown area cannot be accomplished by one individual or one group. All groups must work together to maximize resources and skills. It is the belief of the Main Street Board of Directors and Administrator that GRMS can act as a facilitator and a catalyst for change and growth within the downtown area and the Greater Green River area as a whole.

Timeframe: Ongoing. We will make as many presentations before as many groups as we can whenever we can. We will pass along any and all letters of support or commitment as they are received.

Responsible Party: Organization Committee, Board of Directors, Administrator

**H. A training plan that includes, but is not limited to, Main Street 101 training for all members of the Green River Main Street board, the Main Street manager and staff, and the Community Development Director who will be supervising the Main Street position.**

We have one current Board member that has had Main Street 101 Training. No one else associated with Green River Main Street has had 101 Training. Since our Board of Directors is now fully staffed, we will seek to have the Board, the Administrator, the Community Development Director and any associated staff and City Council member attend the scheduled 101 training in Rock Springs on November 5<sup>th</sup>. If any are unable to attend any of the 2010 101 training sessions, they will be invited to any training sessions held in 2011.

In addition to 101 training, we have asked Rock Springs Main Street if we can have their committee chairs and any members of their committees who are available speak at our respective committee meetings. We believe that we can learn a great deal from how they operate and what they do. In addition, the Administrator is developing committee training booklets by using the Revitalizing Main Street book and the respective Committee Handbooks that are published by the National Trust. Once those training packets are established, in addition to each committee member receiving that training, every new committee member will receive that training as well as a brief overview of the



history of National Main Street and history of both the state and local programs. We believe it is imperative that new committee members receive this type of information.

The Administrator has had training in historic preservation and has completed Preservation Leadership Training through the National Trust for Historic Preservation. He is working on setting up Historic Preservation training for the City Council and City Administration, the GRMS Board of Directors and any members of the public that wish to attend. He will work closely with Ruth Lauritzen of the Green River Historic Preservation Commission and the State Historic Preservation office—in particular Betsey Bradley.

Finally, we are working on having the Administrator, the Community Development Director, Board members and at least one City Council person attend the National Main Street Conference and the pre-trip in Des Moines in May, 2011. This is a valuable resource that will pay long-range dividends to the program.

Timeframe: Training is always ongoing but the 101 training should be completed—for the majority of the Board and staff—before December 31 2010. The visits from the Rock Springs committees should be completed by November 30, 2010. The training packets for each committee are scheduled for completion by December 31, 2010. The historic preservation training should take place in May 2011 in conjunction with National Historic Preservation Month. The National Conference and pre-trip are also in May.

Responsible Party: Wyoming Main Street, Administrator, Community Development Director, Board of Directors, Mayor and City Council

## **I. A 3-year budget for the program**

A completed proposed budget for the next three years is attached as Appendix B to this document. Since the City budgets on a year-to-year basis, it is impossible to say whether this proposed budget will be passed. A great many factors go into determining the yearly budget and it is probable that the Main Street budget will not look exactly as presented here. However, given the current budget trends, the budgets for the next three years should be very similar to what is proposed in the appendix. The budget reflects the continuing support of the Mayor and City Council which have been very supportive of the program in the past. While this support does not necessarily guarantee the budgets as requested, it does give us a high level of confidence and comfort.

During the up-coming budgetary cycle, Green River Main Street will work with the Community Development Director, the City administration and the governing body to ensure the program has enough funds to continue our work. Our funds were cut during the last cycle but we believe we have weathered the worst of the economic crisis and funding should remain relatively constant.

Timeframe: Ongoing. GRMS reviews the budget figures at each meeting and acts accordingly to avert any budget issues.

Responsible Party: Board of Directors, Administrator, Community Development Director, City Finance Department, Mayor and City Council.

**J. Development and implementation of a marketing/communication plan, which, in part, addresses the negative impressions left by recent publicity and identified program deficiencies**

Communications between Green River Main Street and all with whom they interact has already been improved. A downtown development meeting for downtown businesses was held in the public library in late August in Green River which drew a large crowd of participants. The meeting, the results of which have already been shared with the Director of Wyoming Main Street, brought out many ideas and generated a lot of enthusiasm. It is the task of Green River Main Street to keep that enthusiasm fueled to get maximum participation from the downtown businesses. We are working with [www.gosweetwater.biz](http://www.gosweetwater.biz) to get as many downtown businesses as possible on that website in order to create a Green River downtown business presence on the web. Once we do that we will be able to direct visitors from that website to our own website.

Of the many ideas that came out of the meeting, perhaps the one that will have the most impact is the fact that the Downtown needs a marketing plan. That very item was mentioned in the branding and marketing plan that was completed adopted in January, 2010, but had not been discussed since adoption. Downtown Green River, and in retrospect Green River Main Street, has not done a good job of “telling our story.” We have many stories to tell and many reasons for people to shop and visit our downtown area. We have just not communicated that, at all, to the public. Individual businesses have done okay in marketing themselves to the public, but we need to extend that across the entire Main Street area. The Economic Restructuring Committee and the Promotions Committee are working on brochures for individual businesses and, as noted before, all four committees are working together for the marketing plan for the Main Street area as a whole. We hope to place some type of information on each business in the Main Street area in each business in the Main Street area. We need the businesses in the area to know which businesses are in the area.

In order to rectify that issue, we have recently set up a Facebook page which will be turned over to the Organization Committee, after training, to keep updated. That committee will also be working with the Administrator and the economic restructuring committee on keeping the website up-to-date and establish it as a portal for the downtown business community and visitors to Green River.

Additionally, the Administrator is a member of the Sweetwater County Library Board and is in the process of joining Kiwanis. This gives the Administrator two extra venues for getting the word out about Green River Main Street. The Administrator has recently spoken to the Rotary Club and will be speaking to as many local and regional groups as possible. The Administrator has also been in contact with Andrea Dono who is an associate editor with the National Trust Main Street Center about putting an article in an

upcoming Main Street Now magazine about a local main street business finding success through the Green River Farmer's Market to the point of helping to make ornaments for the National Christmas Tree. The publisher of the local weekly newspaper, the Green River Star, has offered to publish an occasional guest editorial for Green River Main Street.

Timeframe: There is never a timeframe placed on marketing and communications. It is an ongoing process which we will get better with as time goes on. However, the Facebook page will be fully functional by September 30, 2010. The first GRMS Newsletter will be delivered to all the businesses in the Main Street district on October 4, 2010, just in time to highlight our Trunk or Treat/Harvest Market on October 9<sup>th</sup>. Guest editorials will be submitted as time permits although we hope to have at least six a year.

Responsible Party: Administrator, Community Development Director, Green River Main Street Board of Directors, All Main Street Committees

We present this document as a guide for what Green River Main Street will accomplish over the next year. The energy and the vitality for the renewal of the program are evident. The work over the next year, and the years to come, will be accomplished by dedicated volunteers and staff to bring the Green River Main Street program into compliance with State and National guidelines. Oversight will be provided by the Green River Main Street Board of Directors, the Community Development Director, the City Administrator, the Mayor and City Council, but mostly the citizens and businesses of Green River. They are all invited to observe and comment on Green River Main Street. We believe in our City, we believe in our program and we believe in ourselves. We want to be recognized as a model Main Street community and as a shining example of what can be accomplished by working together in partnership.



**Advisory Board Members: Sherri Mullinnix, Chair – Bill Hankins, Vice-Chair  
Stacey Reichardt, Secretary – Matt Ashby – James Davis – Kelly Enns – John Nickle**

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July 16, 2010

Honorable Mayor Hank Castillon  
50 East Second North  
Green River, WY 82935

Dear Mayor Castillon:

The Governor appointed Wyoming Main Street Advisory Board has been given the responsibility to develop a state-wide Main Street program, maintain the integrity of the Main Street brand, and evaluate the success of community programs by assuring those communities meet the standards of Main Street certification.

It is our understanding that the City of Green River has accepted the proposal of the Community Development Director to eliminate the Main Street Manager position and combine the program with the Urban Renewal Agency. The City, through the Director, conducted an evaluation of the Main Street program and reported disturbing facts regarding the program. This evaluation was presented to the City Council and also reported in the Green River newspaper.

These actions have caused our board to re-consider the “certified” status of Green River Main Street, as it does not appear to meet the qualifications of a certified Main Street community at this time. In March, our State Director, Mary Randolph, certified Green River as a Main Street community based on a self-evaluation by the Green River Main Street Board. The City’s evaluation and the board’s evaluation do not match; and it has raised concerns on the program management of Green River Main Street, as well as the effectiveness of the program in the community. In addition, through our annual evaluations, it has been noted that Green River Main Street has struggled for years with structure, organization and implementation of programs. Last year Green River Main Street could not accomplish the work that was outlined in their technical assistance request; and, therefore, did not spend the State technical assistance funds obligated for Green River. This year the program struggled to come up with any projects that could utilize the funds. This indicates poor organization and planning, both attributes being crucial to a successful Main Street program.

While we commend the City for taking action in its attempt to re-build the program by combining Main Street with URA and having one director for both, it is our determination that Green River Main Street is not meeting the criteria for certification at this time. Additionally, we have not been presented with a plan of action to move in that direction.

Therefore, this letter is to notify the City of Green River that the Wyoming Main Street Board is placing the Green River Main Street program on probation; and it will not be considered a Wyoming Main Street Community until such time as the following actions have been completed and an evaluation by the Advisory Board, the National Main Street Center and the State Director



**Advisory Board Members: Sherri Mullinnix, Chair – Bill Hankins, Vice-Chair  
Stacey Reichardt, Secretary – Matt Ashby – James Davis – Kelly Enns – John Nickle**

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has been conducted. During this probationary period, Green River Main Street will be ineligible for technical assistance funds from the State program.

Recertification Requirements:

1. A written plan of action presented to the Wyoming Main Street Advisory Board and State Main Street program that outlines how the following actions will be accomplished within one year. The plan must include actions, timeframe, benchmarks, outcomes and the responsible party for each element. This plan must be presented to the Wyoming Main Street Advisory Board by October 1, 2010.
  - a. Development of a board of directors, with the number of members being consistent with the by-laws or articles of incorporation of the Green River Main Street program. A strategic plan, completed by the Board, must be presented outlining a clear plan of action for the next 3 years. It must show that the board will meet regularly, be active, engaged, and supportive of the program.
  - b. Development of the four Main Street committees (Design, Organization, Promotion and Economic Restructuring), with a minimum of five volunteers serving as committee members on each committee.
  - c. Each committee's completion of a work plan that has been approved by the board of directors.
  - d. A cadre of volunteers that is comprised of community members and business owners that will participate in and support Main Street activities.
  - e. Letters of support and involvement from partner organizations including the Chamber of Commerce and local economic development organizations.
  - f. A training plan that includes, but is not limited to, Main Street 101 training for all members of the Green River Main Street board, the Main Street manager and staff, and the Community Development Director who will be supervising the Main Street position.
  - g. A 3 year budget for the program.
  - h. Development and implementation of a marketing/communication plan, which, in part, addresses the negative impressions left by recent publicity and identified program deficiencies.

The State Main Street program will be available for assistance while you are rebuilding your program. That assistance will include:

1. Facilitation of board training, Main Street 101 training, and work plan training and review.



**Advisory Board Members: Sherri Mullinnix, Chair – Bill Hankins, Vice-Chair  
Stacey Reichardt, Secretary – Matt Ashby – James Davis – Kelly Enns – John Nickle**

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2. Green River Main Street board members and staff will be invited to all state-wide training opportunities facilitated by the State program.

At the end of the one year probation, an evaluation and assessment of the program will be conducted by the Advisory Board, State Main Street Coordinator and a member of the National Main Street program. At this time a determination will be made as to the re-certification of the Green River Main Street program.

These are challenging times for our communities and businesses owners; and a strong and effective Main Street program can be the tool that inspires community pride and involvement, encourages new businesses, strengthens existing ones, and contributes to a community's character by enhancing important elements of its heritage. It is our hope that, by all of us working together, Green River Main Street can be that kind of program.

If you have any questions or concerns, please do not hesitate to contact me. Our Main Street staff, Mary Randolph and Valerie Gaumont will work directly with Green River Main Street on providing assistance and support.

Sincerely,

SHERRI MULLINNIX  
Chair

Cc: Barry Cook  
Laura Hansen  
Bob Jensen  
Mary Randolph

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, CERTIFYING THE GREEN RIVER MAIN STREET PLAN OF ACTION AS REQUESTED BY THE WYOMING MAIN STREET BOARD OF ADVISERS.

WHEREAS, the Wyoming Main Street Board of Advisers has placed the Green River Main Street Program on probation; and

WHEREAS, the first criteria for reinstatement is the submittal of a Plan of Action; and

WHEREAS, the Green River Main Street Board unanimously approved this Plan of Action; and

WHEREAS, the businesses and citizens of the City of Green River will derive benefit from a stable certified Main Street Organization; and

WHEREAS, the City of Green River wishes to promote the revitalization of the downtown district; and

WHEREAS, the certification of this plan of action will meet the first recertification requirement of the Wyoming Main Street Board of Advisers for Green River Main Street;

NOW THEREFORE BE IT RESOLVED THAT THE GREEN RIVER MAIN STREET PLAN OF ACTION IS HEREBY CERTIFIED AS PART OF THE RECERTIFICATION EFFORTS OF THE GREEN RIVER MAIN STREET PROGRAM.

PASSED, APPROVED AND ADOPTED THIS \_\_\_\_\_ DAY OF OCTOBER, 2010

SIGNED:

\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



October 5, 2010

Mrs. Sherri Mullinnix, Chair  
Wyoming Main Street Board of Advisers  
214 W. 15<sup>th</sup> St  
Cheyenne, WY 82002

Re: Green River Main Street Plan of Action

Dear Mrs. Mullinnix,

In July of this year, we received a letter from you and the Board of Advisers of Wyoming Main Street that our Main Street program had been placed on probation because “it does not appear to meet the qualifications of a certified Main Street community at this time.” In the letter we were given several tasks we had to accomplish in order to have the probation lifted and for the program to, once again, become a “certified” Main Street community. One of those tasks was to create a plan of action to show you, the Board of Advisers, and the National Program how we were going to correct our issues and become a certified program once again. We respectfully submit that Plan of Action at this time.

We are proud of our Main Street program and we believe we have taken the necessary steps to have the probation lifted at the end of our year. As your letter states, we have reorganized and have a new director in place whom I believe will be a positive influence on the program. In addition, I have become the Council liaison for the Main Street Board of Directors so that I can be more directly involved in the happenings of our downtown. One of the goals of our Strategic Plan is to create a Vibrant Downtown and Riverfront. We believe that having Green River be a certified Main Street community will help us to accomplish that goal.

We look forward to working with you and the Main Street Board of Advisers, Mary Randolph, the State Main Street Coordinator and the National Main Street Center to improve our program and help make it the model program for the State of Wyoming.

Sincerely,

Hank Castillon,  
Mayor, City of Green River

CC: Mary Randolph, Wyoming Main Street  
City Council  
Pat Robbins, Wyoming Business Council  
Barry Cook, City Administrator  
Laura Hansen, Director of Community Development  
Green River Main Street Board of Directors  
John Dahlgren, Green River URA-Main Street Administrator





## City of Green River City Council Meeting Agenda Documentation

Preparation Date: 09/27/2010	Submitting Department: City Clerk
Meeting Date: 10/05/2010	Department Director: Jeffrey V. Nieters
	Presenter:

Subject: Request for a Catering Permit

Purpose Statement: Brazel’s Inc., dba Embassy Tavern has requested a Catering permits to sell alcohol during the Realtor’s “Boo Bash” Annual Benefit Event on Saturday, October 23<sup>rd</sup> from 6:00 p.m. to Midnight at Island Pavilion

Background/Alternatives

Permits have been issued previously.

Attachments: Application for Catering Permit

Fiscal Impact: Permits are \$25 each

Staff Impact: none

Legal Review: n/a

Recommendation: none

Suggested Motion

I move to approve the issuance of a Catering Permit to Braxel’s Inc., dba Embassy Tavern to sell alcohol during the Realtor’s “Boo Bash” Annual Benefit Event on Saturday, October 23<sup>rd</sup> from 6:00 p.m. to Midnight at the Island Pavilion.

WLD-36 (3/09)

\$25.00

# APPLICATION FOR 24 HR MALT BEVERAGE/CATERING PERMIT

Licensing Authority: \_\_\_\_\_

Name of Event: Realtors Boo Bash <sup>Benefit</sup> Annual Event - 6<sup>pm</sup> - midnight

Permit From: 10/23/2010 <sup>6pm</sup> To: 10/23/2010 <sup>midnight</sup> Local Permit Number: \_\_\_\_\_

Number of Days Permitted: \_\_\_\_\_ Fee per day: \_\_\_\_\_ Total Fee: \_\_\_\_\_

Applicant: BRAZEL Inc D/B/A: EMBASSY Tavern

Contact Person: Barbara Loucks Phone: (307) 871-4606

Company Location: 77 East Railroad Av City: GREEN RIVER State: WY Zip: 82435

Mailing Address: Same City: Same State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Phone: 307 875 5552 Residence Phone: \_\_\_\_\_

Location of Sales: Pavilion GREEN RIVER

**Applicants that are receiving anything of value (i.e. money, goods and/or services) from any industry representative must answer the following:**

As an applicant for a 24 hour malt beverage or catering permit, are you:

A nonprofit corporation organized under the laws of this state; YES  NO

Qualified as a tax exempt organization under the Internal Revenue Code; YES  NO

And have been in continuous operation for not less than two (2) years. YES  NO

**FILING AS (CHOOSE ONLY ONE)**

INDIVIDUAL  PARTNERSHIP  CORPORATION  LLC  LLP

NOTE: Individual and Partnership filers must be domiciled residents of Wyoming for at least one year and not claimed residence in any other state in the last twelve months.

If a corporation, LLC or LLP list the full names and residence address of all the officers and directors and of all shareholders owning jointly or severally ten percent (10%) or more of the stock of the corporation, LLC or LLP. Use back of form if additional space is needed.

For Corp, LLC, LLP Applicant's Legal Name	Date of Birth	DO NOT LIST PO BOXES Residence Address, Street, City, State & Zip	Residence Phone Number	No of years in corp or LLC	% of Stock Held	Have you ever been Convicted of a Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Barbara I Loucks	2-18-54	500 Monroe Av #34 GREEN RIVER WY 82435	307 871 4606	7	100%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

34 (If more information is required, complete in identical form, on a separate piece of paper and attach to this application.)

WLD-5B (3/09)

By filing this application, I agree to operate in Wyoming under the requirements of W.S.12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and taxes.

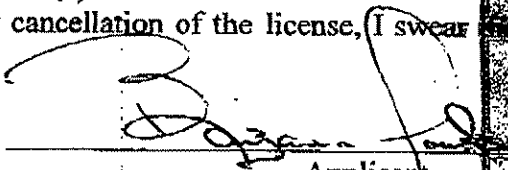
By signing this application, I acknowledge for Beards Inc dba Embassy Tavern (Business Name) that all of the information provided is true and correct, and that I agree to meet the Wyoming operating conditions specified above. This application must be signed by an owner, partner, corporate officer or LLC/LLP member.

**VERIFICATION OF APPLICATION**

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, TWO (2) Corporate Officers/Directors, or TWO (2) Club Officers.) W.S.12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

Dated this 24<sup>th</sup> day of September, 2010.



Applicant

Applicant

Signature of Licensing Authority Official

Title

Date



## CITY COUNCIL MEETING Agenda Documentation

Preparation Date: 9-29-10	Submitting Department: Legislative
Meeting Date: 10-05-10	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

**SUBJECT: APPOINTMENT TO THE SWEETWATER COUNTY BOARD OF HEALTH**

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**PURPOSE STATEMENT**

Appoint Craig Wolffing to the Sweetwater County Board of Health for a 4-year term.

**BACKGROUND/ALTERNATIVES**

A second Green River representative is needed on the Sweetwater County Board of Health, and Mayor Castillon recommends Occupational Therapist Craig Wolffing for appointment to that Board for a 4-year term.

**ATTACHMENTS**

Craig Wolffing résumé

**FISCAL IMPACT**

None

**STAFF IMPACT**

None

**LEGAL REVIEW**

None

**RECOMMENDATION**

The Mayor recommends the appointment of Craig Wolffing to the Sweetwater County Board of Health for a 4-year term.

**SUGGESTED MOTION**

I MOVE to confirm the Mayor’s appointment of Craig Wolffing to the Sweetwater County Board of Health for a 4-year term expiring October 2014.

**CRAIG L. WOLFFING**  
**415 Centennial Dr.**  
**Green River, WY 82935**  
**(307)875-1753**

**PERSONAL INTEREST:**

I have a strong personal interest in professionalism, teamwork, hand therapy, orthopedics-upper extremity, general/outpatient rehab, work hardening/industrial rehab, research rehabilitation, and orthopedics. My interest in upper extremity orthopedic rehabilitation and/or hand therapy has been on my experience both in a hospital and medical clinic setting.

**SUMMARY OF QUALIFICATIONS**

- \*Upper extremity orthopedics
- \*Supervision
- \*Negotiation skills
- \*Public relations
- \*Problem solving
- \*Diversified
- \*Interpretive skills
- \*Conscientious
- \*Communication Skills
- \*Goal and detail oriented
- \*Strong desire to succeed in my chosen career field
- \*Ability to work independently and/or as a cooperative team member
- \*Strong ability to learn
- \*Management

**PROFESSIONAL EXPERIENCE**

**Primary therapist of occupational therapy – 2008 to present**

High Plains Physical Therapy  
Green River, Wyoming  
Same duties as primary therapist.

**Rehab Director/Occupational Therapist – 2006 to 2008**

Primary duties, same as primary therapist, department head/ management  
Castle Rock Hospital District  
Green River, Wyoming

**Primary therapist of occupational therapy – 1999 to 2006**

Department of Occupational Therapy, servicing Castle Rock Medical Center and Castle Rock Convalescent Center.

Treatment of upper extremity injuries (rotator cuff, various elbow, wrist and hand injuries/lacerations/fractures), pediatrics, and application of modalities: iontophoresis, ultrasound, marketing, electrical stimulation devices, heat and cold modalities and custom splint fabrication as well as Jobst compression design and measuring. Extensive experience with Industrial rehabilitation and planning, pre-employment screening, ergonomic evaluations job site analysis/recommendations/treatments, and functional capacity evaluations. Extensive experience with workman's compensation testing and also geriatric care.

**Primary therapist of occupational therapy – 9/1995 to 4/1999**

Campbell County Memorial Hospital, Gillette, Wyoming  
Rehab Unit – Assess/evaluate in and outpatients for the hospital. Treatment of extensive upper extremity injuries, construction of both dynamic and static splints, and application of splinting devices. CVA's, organic brain syndromes, hip fractures, pediatrics and application of modalities,

ultrasound, diathermy, electrical stimulation devices, Jobst pumps, heat and cold modalities. I have some experience in the industrial rehab facility, designing work simulation programs for patients, treatment and education of proper body mechanics/ergonomic techniques in conjunction with the physical therapy department. In addition, my responsibilities included occupational therapy services for Gillette, Upton and Sundance school contracts (pediatrics), BOCES school contract (Gillette, WY), Prairie Home Health Nursing Care and Pioneer Manor Nursing Home Health contracts. In all treatment areas, duties include development and application, modification of treatment plans/protocols and supervision of COTA/OTR/L.

**Occupational therapist internships – 4/1995 to 6/1995**

St. Luke's-Midland Regional Hospital, Aberdeen, South Dakota

Acute Care Psychiatric Unit – Assessed patient's level of functioning, delineated patient's deficits, established and administered treatment plans to help improve patient's optimum cognitive-psychological level of functioning. Provided discipline observations on patients to medical staff during conferences.

Rehabilitation Hospital of Nevada, Las Vegas, Nevada – 1/1995 to 3/1995

Orthopedic setting – worked on the brain injury unit and orthopedic compensatory wing. Assessed patients level of functioning, delineated patient deficit area, designed and administered patient specific treatment plans and instructed group ADL retaining skills. Participated in multidisciplinary team conferences with medical staff.

**CONOCO Inc.**

**Staff Geologist – 1989 to 1992**

Casper, Wyoming

Managed and maintained production in mature fields. Coordinator of geologic team and representative for company and state corporation commission court hearings.

**Staff Geologist – 1981-1989**

Oklahoma City, Oklahoma

**Geologist – 1979- 1981**

Lake Charles, Louisiana

**Associate Geologist – 1978-1979**

Midland, Texas

**ACCOMPLISHMENTS AND AWARDS**

\*Employee of the month, November 1996, CCMH

\*Employee of the month, Castle Rock Medical Center, 2001

**EDUCATION**

**University of North Dakota – Casper Wyoming campus**

\*B.S. Occupational Therapy, Cum Laude, August 1995

**Northern Illinois University – DeKalb, Illinois**

\*M.S. Geology, 1978

\*B.S. Geology 1975

\*Chevron Award for Outstanding Senior in Geology, 1975



City of Green River  
City Council Meeting  
Consent Agenda Documentation

Preparation Date: September 30, 2010	Department: Finance
Meeting Date: October 5, 2010	Department Head: Jeff Nieters
	Presenter: Jeff Nieters

**Subject:** Agreement with Myers Anderson Architects for design, construction engineering work on the Tomahawk Building.

**Purpose Statement:** To approve an agreement that will enable the City to design the Tomahawk Renovation Project and also provide construction engineering for the project once it is designed and under construction.

**Background/Alternatives:** The City has been awarded \$1.8 million in two grants from the Wyoming Business Council to renovate the Tomahawk Hotel building. Future’s owns the property and the City will oversee the design and construction of the renovation project. The City will also work with Futures to ensure both parties are achieving the desired results of the grant from the Wyoming Business Council. By signing this agreement, the City can get started on the project.

**Attachments:** Architect’s agreement

**Fiscal Impact:** \$180,000 – 10% of the construction costs

**Staff Impact:** Minimal – Architect will perform most of the duties

**Legal Review:** Legal council approved agreement as to form

**Recommendation:** Governing Body approve the agreement

**Suggested Motion:** I move to approve the agreement with Myers Anderson Architects in the amount of \$180,000

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Eighth day of June in the year Two Thousand and Ten

(In words, indicate day, month and year.)

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

City of Green River  
50 East 2<sup>nd</sup> North Street  
Green River, Wyoming 82935  
Phone (307) 872-0500  
Fax (307) 872-0566

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

Myers Anderson Architects  
101 North Main Street  
Pocatello, Idaho 83204  
Phone (208) 232-3741  
Fax (208) 232-3782

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

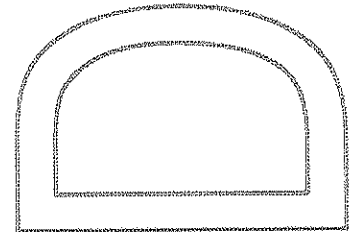
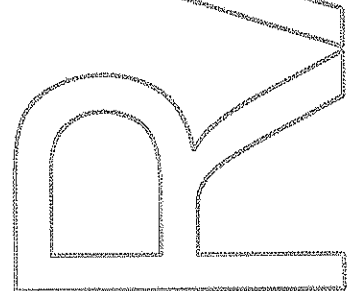
Renovation of the Tomahawk Motel to include the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building as per defined in the grants from the Wyoming Business Council and the City.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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



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TABLE OF ARTICLES

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

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article:

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

~~Finite Scope to be defined by Owner.~~

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

- .1 Commencement of construction date:

~~To Be Determined.~~

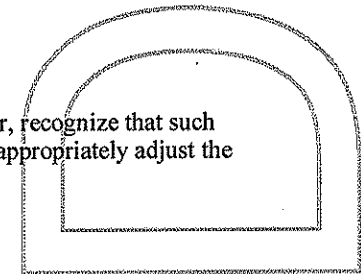
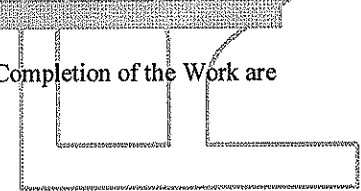
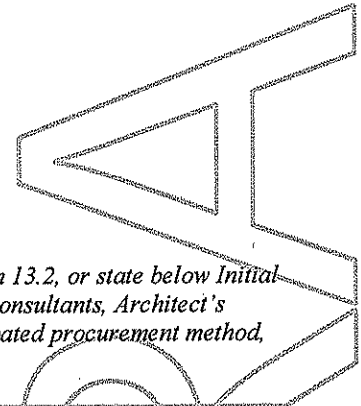
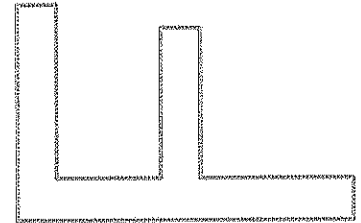
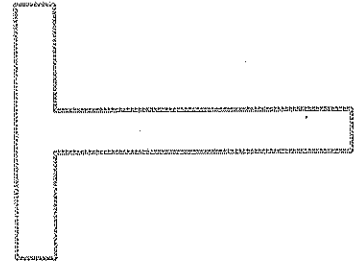
- .2 Substantial Completion date:

~~To Be Determined.~~

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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



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

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

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

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

*(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)*

.1 General Liability

Personal Injury, \$1 million per occurrence, \$3 million annually  
Property Damage, \$1 million per occurrence, \$2 million annually

.2 Automobile Liability

Bodily Injury, \$1 million per person, \$1 million per occurrence  
Property Damage, \$1 million per occurrence.

.3 Workers' Compensation

As required by Wyoming Statutes.

.4 Professional Liability

\$1.9 million (Cost of Project)

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

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

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

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

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

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

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

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

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

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

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

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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

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

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

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

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

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

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

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

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

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

##### § 3.5.2 COMPETITIVE BIDDING

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

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

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

**§ 3.5.3 NEGOTIATED PROPOSALS**

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

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

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

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

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

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

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

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

**§ 3.6.2 EVALUATIONS OF THE WORK**

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

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

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

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

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

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

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

### § 3.6.4 SUBMITTALS

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

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

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

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

reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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

**§ 3.6.5 CHANGES IN THE WORK**

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

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

**§ 3.6.6 PROJECT COMPLETION**

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

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

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

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

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

**ARTICLE 4 ADDITIONAL SERVICES**

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Owner	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Owner	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	

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§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Not Provided	
§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Architect	
§ 4.1.16	Post occupancy evaluation	Architect	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Architect	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

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

Not applicable.

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

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

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



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

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

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

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

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

## ARTICLE 5 OWNER'S RESPONSIBILITIES

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

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

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

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

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

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

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

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

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

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

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

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

## ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based

on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

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

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

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

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

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

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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

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

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

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

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

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

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

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

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

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

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

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

## ARTICLE 10 MISCELLANEOUS PROVISIONS

*(Paragraph deleted)*

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

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

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

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

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

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

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

## ARTICLE 11 COMPENSATION

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

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

10% of Construction Cost

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

Time and materials

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

**Time and materials or letter of agreement**

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

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

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Twenty Five	percent (	25	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

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

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
Principal	\$100.00
Staff Architect	90.00
Landscape Architect	90.00
Interior Designer	90.00
Intern Architect/Designer	75.00
Draftsman/CADD Operator	65.00
Clerical/Administrative	50.00

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

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

- 1 Transportation and authorized out-of-town travel and subsistence;
- 2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- 3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- 4 Printing, reproductions, plots, standard form documents;
- 5 Postage, handling and delivery;
- 6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

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

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

§ 11.10 Owner will retain 10% of all payments through completion of the Construction Documents Phase. After the Owner accepts Construction Documents, the full retainage amount will be released to the Architect. Once construction starts, no additional retainage will be held.

**§ 11.10 PAYMENTS TO THE ARCHITECT**

§ 11.10.1 An initial payment of Five Thousand Dollars (\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

18 % per annum

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

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

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

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

12.1 The Architect agrees to perform all services in accordance with generally accepted standards of professional practice, but makes no warranty, either expressed or implied.

12.2 Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond party's control.

**12.3 Interior Services**

Basic Interior Design is part of Basic Services under the agreement to include carpet/wall coverings, color/material selection, and specification. If furniture items are selected by the Architect and included in the construction costs, the interior design services are included herein. If the tenant desires a separate Interior Design Consultant, fees for the consultant will be negotiated outside this agreement.

12.4 It is agreed that notwithstanding anything in this Agreement to the contrary, whether expressed or implied, the Architect's aggregate total cumulative liability, irrespective of the fault, contributory negligence, sole negligence or

gross negligence of the Architect under contract or at common law for all commitments, undertakings and other obligations assumed by the Architect under this Agreement, shall not exceed the amount of professional fees paid to the Architect under this Agreement.

12.5 The Architect hereby states, and the Owner acknowledges, that the Architect has no professional liability (errors and omissions) or other insurance, and is unable to reasonable obtain such insurance, for claims arising out of the performance of or failure to perform professional services, investigation, detection, abatement, replacement or removal of products, material or processes containing asbestos. Accordingly, the Owner hereby agrees to bring no claim based on negligence, gross negligence, breach of contract, implied warranty, contribution, indemnify or other theory of liability against the Architect or the Architect's Consultants if such claim would in any way involve the Architect or its Consultants for the investigation of, or remedial work related to, asbestos in the Work or the Project. The Owner further agrees to defend, indemnify and hold the Architect and its Consultants harmless from such asbestos related claims that may be brought by third parties as a result of the professional services provided by the Architect or its Consultants pursuant to this Agreement even if it is alleged or proven that the damages being sought were solely or partially caused by the negligent or grossly negligent acts or omissions of the Architect or its Consultants.

12.6 The Architect hereby states, and the Owner acknowledges that the Architect shall have no liability for claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings, and specification and construction administration activities, related to the investigation, detection abatement, replacement, removal or selection of products, materials, processes or systems that may cause indoor pollution i.e. health related that is part of the Work or the Project. Accordingly, the Owner hereby agrees to bring no claim based on negligence, gross negligence, breach of contract, implied warranty, such claim would in any way involve air quality or indoor pollution problems associated with any building that is part of the Work of the Project. The Owner further agrees to defend, indemnify, and hold the Architect and its Consultants harmless from any such air quality or indoor pollution claims that may be brought by third parties as a result of the professional services provided by the Architect or its Consultants pursuant to this Agreement even if it is alleged or proven that the damages being sought were solely or partially caused by the negligent acts or omissions of the Architect or its Consultants.

12.7 The Architect agrees to provide services beyond the basic services as listed in 3.6.6.5 and 4.3.4 to provide services relative to coordination and representation of warranty items on behalf of the Owner for period of twelve (12) months from the date of substantial completion. This includes the annual warranty inspection with the Owner and the Contractor.

#### 12.8 Codes, Subjective Interpretation of Article 2.4.5

As a design professional, the Architect will endeavor to produce documents in accordance with applicable codes and ordinances. However, it is understood and agreed that certain issues of code compliance are subject to subjective or discretionary interpretation of application by code enforcement agencies or officials. The Architect will exercise reasonable professional efforts to obtain compliance with applicable code interpretation, ruling or determinations where they are subject to discretionary, subjective or unpredictable interpretation, application or review by code enforcement official or agencies. The Architect will advise and alert the Owner of Subjective interpretations when known, to allow the Owner to appropriately respond.

#### 12.9 Contingency for Change Orders

The Owner agrees to reserve in the budget a contingency for Change Orders during construction in the amount of 5% of the construction cost exclusive of scope changes. Of this amount, 1% of the cost of construction shall be considered a reasonable allowance for A.E (design team) induced changes and the balance of the contingency shall be used for unforeseen conditions, which are not directly attributable to the design team. If the 1% allowance is exceeded, the Architect will negotiate in good faith with the Owner to compensate the Owner for costs incurred. However, the Owner recognizes that the project should not receive unjustified compensation at the expense of outside parties.

### ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

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User Notes: (1732526958)



- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
  
- .3 Other documents:  
*(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)*

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

**OWNER**

**ARCHITECT**

*(Signature)*

*(Printed name and title)*

*(Signature)*

Jerry T. Myers, AIA  
 Myers Anderson Architects, PLLC

*(Printed name and title)*

# Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:45:25 on 08/13/2010.

## PAGE 1

AGREEMENT made as of the Twenty Eighth day of June in the year Two Thousand and Ten

...

City of Green River  
50 East 2<sup>nd</sup> North Street  
Green River, Wyoming 82935  
Phone (307) 872-0500  
Fax (307) 872-0566

...

Myers Anderson Architects  
101 North Main Street  
Pocatello, Idaho 83204  
Phone (208) 232-3741  
Fax (208) 232-3782

...

Renovation of the Tomahawk Motel to include the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building as per defined in the grants from the Wyoming Business Council and the City.

## PAGE 2

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

...

Finite Scope to be defined by Owner.

...

To Be Determined.

...

To Be Determined.

## PAGE 3

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User Notes:

(1732526958)

Personal Injury, \$1 million per occurrence, \$3 million annually  
Property Damage, \$1 million per occurrence, \$2 million annually

Bodily Injury, \$1 million per person, \$1 million per occurrence  
Property Damage, \$1 million per occurrence.

As required by Wyoming Statutes.

\$1.9 million (Cost of Project)

PAGE 8

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

PAGE 9

Not applicable.

PAGE 10

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

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User Notes:

(1732526958)

- 2. ~~Two (2)~~ visits per month minimum to the site by the Architect over the duration of the Project during construction
- 3. ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4. ~~Two (2)~~ inspections for any portion of the Work to determine final completion

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

PAGE 13

**§ 8.2 MEDIATION**

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

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

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

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:~~

~~(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

— Arbitration pursuant to Section 8.3 of this Agreement

— Litigation in a court of competent jurisdiction

— Other (Specify)

**§ 8.3 ARBITRATION**

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

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,~~

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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

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

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

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

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

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

PAGE 14

~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

...

10% of Construction Cost

...

Time and materials

PAGE 15

Time and materials or letter of agreement

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

...

Schematic Design Phase	<u>Ten</u>	percent (	<u>10</u>	)	%
Design Development Phase	<u>Twenty Five</u>	percent (	<u>25</u>	)	%
Construction Documents	<u>Forty</u>	percent (	<u>40</u>	)	%

Phase				
Bidding or Negotiation Phase		Five	percent (	5
Construction Phase		Twenty	percent (	20

Principal	\$100.00
Staff Architect	90.00
Landscape Architect	90.00
Interior Designer	90.00
Intern Architect/Designer	75.00
Draftsman/CADD Operator	65.00
Clerical/Administrative	50.00

PAGE 16

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

§ 11.10. Owner will retain 10% of all payments through completion of the Construction Documents Phase. After the Owner accepts Construction Documents, the full retainage amount will be released to the Architect. Once construction starts, no additional retainage will be held.

§ 11.10.1 An initial payment of (\$ 5,000.00 ) Five Thousand Dollars (\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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

18 % per annum

12.1 The Architect agrees to perform all services in accordance with generally accepted standards of professional practice, but makes no warranty, either expressed or implied.

12.2 Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond party's control.

12.3 Interior Services

Basic Interior Design is part of Basic Services under the agreement to include carpet/wall coverings, color/material selection, and specification. If furniture items are selected by the Architect and included in the construction costs, the interior design services are included herein. If the tenant desires a separate Interior Design Consultant, fees for the consultant will be negotiated outside this agreement.

12.4 It is agreed that notwithstanding anything in this Agreement to the contrary, whether expressed or implied, the Architect's aggregate total cumulative liability, irrespective of the fault, contributory negligence, sole negligence or gross negligence of the Architect under contract or at common law for all commitments, undertakings and other obligations assumed by the Architect under this Agreement, shall not exceed the amount of professional fees paid to the Architect under this Agreement.

12.5 The Architect hereby states, and the Owner acknowledges, that the Architect has no professional liability (errors and omissions) or other insurance, and is unable to reasonable obtain such insurance, for claims arising out of the performance of or failure to perform professional services, investigation, detection, abatement, replacement or removal of products, material or processes containing asbestos. Accordingly, the Owner hereby agrees to bring no claim based on negligence, gross negligence, breach of contract, implied warranty, contribution, indemnify or other theory of liability against the Architect or the Architect's Consultants if such claim would in any way involve the Architect or its Consultants for the investigation of, or remedial work related to, asbestos in the Work or the Project. The Owner further agrees to defend, indemnify and hold the Architect and its Consultants harmless from such asbestos related claims that may be brought by third parties as a result of the professional services provided by the Architect or its Consultants pursuant to this Agreement even if it is alleged or proven that the damages being sought were solely or partially caused by the negligent or grossly negligent acts or omissions of the Architect or its Consultants.

12.6 The Architect hereby states, and the Owner acknowledges that the Architect shall have no liability for claims arising out of the performance of or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings, and specification and construction administration activities, related to the investigation, detection abatement, replacement, removal or selection of products, materials, processes or systems that may cause indoor pollution i.e. health related that is part of the Work or the Project. Accordingly, the Owner hereby agrees to bring no claim based on negligence, gross negligence, breach of contract, implied warranty, such claim would in any way involve air quality or indoor pollution problems associated with any building that is part of the Work of the Project. The Owner further agrees to defend, indemnify, and hold the Architect and its Consultants harmless from any such air quality or indoor pollution claims that may be brought by third parties as a result of the professional services provided by the Architect or its Consultants pursuant to this Agreement even if it is alleged or proven that the damages being sought were solely or partially caused by the negligent acts or omissions of the Architect or its Consultants.

12.7 The Architect agrees to provide services beyond the basic services as listed in 3.6.6.5 and 4.3.4 to provide services relative to coordination and representation of warranty items on behalf of the Owner for period of twelve (12) months from the date of substantial completion. This includes the annual warranty inspection with the Owner and the Contractor.

#### 12.8 Codes, Subjective Interpretation of Article 2.4.5

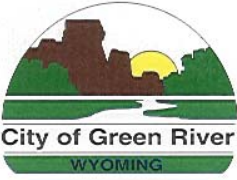
As a design professional, the Architect will endeavor to produce documents in accordance with applicable codes and ordinances. However, it is understood and agreed that certain issues of code compliance are subject to subjective or discretionary interpretation of application by code enforcement agencies or officials. The Architect will exercise reasonable professional efforts to obtain compliance with applicable code interpretation, ruling or determinations where they are subject to discretionary, subjective or unpredictable interpretation, application or review by code enforcement official or agencies. The Architect will advise and alert the Owner of Subjective interpretations when known, to allow the Owner to appropriately respond.

#### 12.9 Contingency for Change Orders

The Owner agrees to reserve in the budget a contingency for Change Orders during construction in the amount of 5% of the construction cost exclusive of scope changes. Of this amount, 1% of the cost of construction shall be considered a reasonable allowance for A.E (design team) induced changes and the balance of the contingency shall be used for unforeseen conditions, which are not directly attributable to the design team. If the 1% allowance is exceeded, the Architect will negotiate in good faith with the Owner to compensate the Owner for costs incurred. However, the Owner recognizes that the project should not receive unjustified compensation at the expense of outside parties.

PAGE 18

Jerry T. Myers, AIA  
Myers Anderson Architects, PLLC



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: 09/16/10	Submitting Department: Finance
Meeting Date: 10/05/10	Department Director: Jeff Nieters
	Presenter:

Subject: Fireworks Display - July 4, 2011

---

### Purpose Statement

To approve a contract with Fireworks West Internationale of Logan, Utah for the July 4, 2011 Fireworks Display.

### Background/Alternatives

Proposals were received from three companies, Fireworks West Internationale and Lantis Fireworks from Utah and Big Sky Fireworks from Montana. All three companies proposed the fireworks display with choreography. The attachment shows a comparison of the three proposals received.

### Attachments

Comparison of proposals.

### Fiscal Impact

Funds in the amount of \$20,000 are available in line item 10-110-6860.

### Staff Impact

n/a

### Legal Review

Review of legal staff completed.

### Recommendation

Approve the contract with Fireworks West Internationale.

### Suggested Motion

I Move To approve the contract with Fireworks West Internationale in the amount of \$20,000.00 for the July 4, 2011 fireworks display.



## 2011 Fireworks Display Comparison

	Lantis Fireworks	Fireworks West	Big Sky Fireworks
<b>Opening</b>		7800	
<b>2.5" Aerial shells</b>	100	100	84
<b>3" Aerial shells</b>	690	408	573
<b>4" Aerial Shells</b>	252	256	345
<b>5" Aerial Shells</b>	54	50	155
<b>6" Aerial Shells</b>	63	75	110
<b>3" Salutes</b>	30		
<b>Multi Shots</b>	8550	3850	
<b>Ground Display</b>			4000
<b>Total Shot Count</b>	<b>9739</b>	<b>12539</b>	<b>5267</b>
<b>Cost</b>	\$19,955	\$20,000	\$20,000
<b>Lenth of show</b>	20 min.	21 min.	17 +/- min.
<b>Insurance</b>	1,000,000	1,000,000	1,000,000



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: August 18, 2010	Submitting Department: Parks and Recreation
Meeting Date: October 5, 2010	Department Director: Walt Bratton
	Presenter: Consent Agenda Item

**SUBJECT: Horse Corral Lease Agreement approval for Jessie Bloomer for corral #113**

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

**PURPOSE STATEMENT:**

To approve the following horse corral lease agreement:

Jessie Bloomer Corral #113

**BACKGROUND/ALTERNATIVES:**

The Horse Corral Committee has already approved this lease agreement.

**ATTACHMENTS:**

No attachments *(i.e. requests are kept on file in the Parks and Recreation Department).*

**FISCAL IMPACT:**

The City of Green River receives \$159.00 per corral / per year

**STAFF IMPACT:**

Administration of the lease and maintenance includes but is not limited to: thawing frozen water lines/spigots, grading the roads, manure removal, etc.

**LEGAL REVIEW:**

The lease agreement was adopted in April 1997 and is valid until April 14, 2022

**RECOMMENDATION:**

Staff recommends the Governing Body approve this lease agreement as part of the consent agenda.

**SUGGESTED MOTION:**

I move to approve the lease agreement between the City of Green River and Jessie Bloomer for horse corral # 113



# CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: September 27, 2010	Submitting: Department: Parks and Recreation
Meeting Date: October 5, 2010	Department Director: Walt Bratton
	Presenter: Consent Agenda Item

**SUBJECT: 2010 Tough Turkey Annual Co-ed Volleyball Tournament – Officials Agreement**  
*(NOTE: All sections must be completed for report to be placed on a Council Meeting Agenda)*

---

**PURPOSE STATEMENT**

To obtain approval from the Governing Body for payment of volleyball officials for the final matches of the 2010 Tough Turkey Volleyball Tournament, on Saturday & Sunday, November 20-21, 2010.

**BACKGROUND/ALTERNATIVES**

Tough Turkey Volleyball Tournament is a major annual event for the Leisure Programs Division. It is held at the Recreation Center annually and is well attended by teams from our area and out-of-state. Offering the professionalism of a non-biased judge for the semi-final and final matches of the tournament is an essential component of this competition. The Governing Body has approved and provided monies for this service for the last seventeen years.

**ATTACHMENTS**

**Attachment A** - Volleyball Officials agreement

**FISCAL IMPACT**

The City of Green River has agreed to pay \$25.00 per match/per volleyball official. It is estimated that there may be 4-7 matches per referee. The actual number of matches will depend on the number of teams entered in each division. The total amount paid out should not exceed \$750. This expense has been budgeted for in the Leisure Programs Division FY 2010-2011 budget.

**STAFF IMPACT**

Leisure Programs Staff will schedule, promote, organize and conduct the tournament, but not participate in the officiating of matches.

**LEGAL REVIEW**

This city council report and attachment was approved by the City Attorney on September 27, 2010.

**RECOMMENDATION**

Staff recommends that the Governing Body approve \$750 for volleyball officials for the final matches of the 2010 Tough Turkey Volleyball Tournament, on Saturday & Sunday, November 20-21, 2010.

**SUGGESTED MOTION**

I move to approve \$750 for the 2010 Tough Turkey volleyball officials/referee contract to be deducted from the Leisure Programs Division, Technical Supplies (620-6220) budget.



**Memorandum**

**DATE:** October 5, 2010  
**TO:** Walt Bratton, CPRP, Director of Parks & Recreation  
**FROM:** Sherry Schumacher, CPRP, Recreation Supervisor  
**SUBJECT:** 2010 Tough Turkey Volleyball Tournament – Officiating Services

This agreement is to provide volleyball officiating services for the City of Green River – Parks & Recreation Department – 18<sup>th</sup> Annual Tough Turkey Volleyball Tournament. The tournament date is set for Saturday and Sunday, November 20-21, 2010. Volleyball officials are required for the semi-final and final matches of the tournament.

These matches will take place, depending on the number of teams, on Sunday late morning/early afternoon. USA (United States of America) Volleyball rules will prevail for the tournament. Volleyball officials will be contacted on Friday, November 19, 2010, with a definitive schedule for Sunday, November 21<sup>st</sup>, 2010.

The City of Green River has agreed to pay \$25.00 per match/per volleyball official. It is estimated that there may be approximately 4-7 matches per volleyball official, depending on the number of teams entered in each division.

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

\_\_\_\_\_  
**Hank Castillon Mayor, City of Green River**

\_\_\_\_\_  
Referee

\_\_\_\_\_  
Referee

\_\_\_\_\_  
Referee

\_\_\_\_\_  
Referee

\_\_\_\_\_  
Referee



City of Green River  
City Council Meeting  
Consent Agenda Documentation

Preparation Date: September 29, 2010	Department: Finance
Meeting Date: October 5, 2010	Department Head: Jeff Nieters
	Presenter: Jeff Nieters

**Subject:** Agreement with CGI Communications, Inc. for the Movie Tour Book

**Purpose Statement:** To approve an agreement that will enable the City to continue the introductory movie on the City’s website.

**Background/Alternatives:** The City was contacted by CGI Communications, Inc. 2 years ago to assist the City in creating an introductory video on our website at no cost to the City. This allowed visitors of our website to learn more about the City through the medium of movies. Staff would like to renew this agreement with CGI Communications, Inc. Once the agreement is signed, CGI Communications, Inc. will update the current video, again at no cost to the City. CGI Communications Inc. makes money on the videos by soliciting local business to place advertising on the video.

**Attachments:** Website local identification & Agreement

**Fiscal Impact:** \$0

**Staff Impact:** Assist in creating updated video

**Legal Review:** Legal council is reviewing agreement

**Recommendation:** Governing Body approve the contract

**Suggested Motion:** I move to approve the agreement with CGI Communications, Inc, pending legal review



Operated by CGI Communications



- Employment
- Prescription Discount Program
- Public Meeting Information
- Polls
- Municipal Code
- E-Services



## NEWS FLASH

[VIEW ALL](#)

09/21/10 - Green River City Council Meeting  
Students from Harrison Elementary pose with the Green River Mayor Castillon after leading the meeting with the Pledge of Allegiance Click here to see proceedings...

09/14/10 - Green River Mayor and First Book event promote life-long reading to area students  
Green River Mayor Hank Castillon attended the First Book event at Sage Elementary which was a fun and memorable event of community giving focused on promoting life-long reading Read on...

## CALENDAR

[VIEW ALL](#)

September 2010						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

- Tue, Sep. 14  
City Council Workshop
- Tue, Sep. 14  
Pool Float Time
- Sat, Sep. 18  
Pool Space Mountain Time
- Tue, Sep. 21  
Pool Float Time



# City of Green River, WY Community Movie Tour Book Agreement

CGI Communications, Inc.  
130 East Main Street, 8th Floor  
Rochester, NY 14604  
800-398-3029 phone  
866-429-8611 fax

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 50 East 2<sup>nd</sup> North  
City, State, Zip: Green River, WY 82935  
Phone: (307) 872-0576  
Email: [jnoel@cityofgreenriver.org](mailto:jnoel@cityofgreenriver.org)  
Website: [www.cityofgreenriver.org](http://www.cityofgreenriver.org)

This agreement is between CGI Communications, Inc. and the City of Green River and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Movie Showcase is made available for viewing via a link on the [www.cityofgreenriver.org](http://www.cityofgreenriver.org) website homepage for viewer access. The term of this agreement shall automatically renew unless either party gives 60 days written notice of termination or modification prior to expiration.

## CGI Communications, Inc. and its eLocalLink division shall provide a Community Movie Showcase as follows:

- Website Welcome video from your Mayor or other civic leader and an Education, Quality of Life, and Real Estate/Relocation video (approx. 1 minute in duration)
- Up to 2 additional videos to showcase various aspects of your community and/or organization (providing a total of 6 : 1 minute community highlight videos)
- Script writing and video content consultation
- A videographer will come to your location to film videos
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Movie Showcase content subject to your approval
- Patent-pending OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one year and eLocalLink is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Movie Showcase from your website shall be facilitated by eLocalLink providing HTML source code for graphic link to be prominently displayed on the [www.cityofgreenriver.org](http://www.cityofgreenriver.org) website homepage
- eLocalLink will own copyrights of the master Community Movie Showcase
- The City of Green River, WY will assume no cost or liability for this project

## Program Add-On if signed and received by 10/01/2010 :

- Encoding, hosting, and streaming of additional 5 minutes of video per month. Finished video content will be provided to CGI by the City of Green River, WY
- SmartTrack™ measurement and trackability

## The City of Green River, WY shall provide the following:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Movie Showcase
- Agrees to give eLocalLink the right to use organization's name in connection with the preparation, production, and marketing of the program set forth herein only
- Agrees to display the "Video Tour Book" link to be no less than 155 by 400 pixels prominently on the [www.cityofgreenriver.org](http://www.cityofgreenriver.org) website homepage for the term of this agreement
- Agrees to display the "Video Tour Book" link to be no less than 150 by 400 pixels prominently on the website, [www.cityofgreenriver.org](http://www.cityofgreenriver.org) homepage for the term of this agreement
- In the event contract signatory changes, the City of Green River, WY agreement shall remain valid until the agreed upon expiration date
- Provides eLocalLink exclusive streaming video rights for the program described herein only

We, the undersigned, understand the above information and have full authority to sign this agreement.

The City of Green River, WY US

CGI Communications, Inc.

Signature:

Signature: 

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Marketing Manager

Date:

Date: 09/21/2010



### **Summary of Community Upgrade Program**

CGI Communications, Inc. has renewed their partnership with the US Conference of Mayors through the year 2020, to offer the technology that CGI has developed for Streaming Video applications on the Internet to communities nationwide. As a result of this continuing partnership, the City of Green River has been presented the opportunity to renew its fully produced, NO COST Community Video Showcase program to be placed on the City's website. In recognition of being one of our early innovators that made our success today possible, the City of Green River can also take advantage of CGI's newly-developed digital marketing tools, designed to personalize your website with an innovative and engaging element that is certain to attract the attention of the viewer.

Our Streaming Video TourBook is an invaluable tool for the City of Green River to enhance its website and to showcase your community in a powerful, and innovative way. And with our sleek new interface, flash video formatting, and markedly improved production quality, your Video TourBook will be more informative and visually appealing than ever before. We will come to your location with our film crew to recapture footage and fully reproduce the Welcome video PLUS additional community highlight videos on topics such as relocation, business and industry, education, etc. The program will be customized to showcase the best of what Green River has to offer residents, visitors, and your business community. Once again, with the click of a button you will be able to send your whole video interface to anyone in the world with an email address or smart phone. Whether it be a recruiter, site locator, future resident, or visitor you will continue to have a powerful and cutting-edge way to answer all questions about your community! In addition the City of Green River will be able to track video viewership on their website through our SmartTrack™ technology. Our innovative tracking technology shows you not only which video has been viewed and when, but also what community it was viewed from, allowing the City to further tailor their website to meet the individual needs of the end user.

To view an example of our Video Tour Book, please click here:  
[www.cityofeasley.net](http://www.cityofeasley.net)

In addition to the videos we will update and reproduce for and about your community, we will also continue to provide your local business community with the opportunity to utilize our technology by having their own video produced or reproduced for them if they so choose, thus providing them with a continues cutting-edge way to showcase and promote themselves! Local businesses will also be able to utilize our new digital products, including the Avatar program. It is solely CGI's responsibility to offer your local businesses an opportunity for participation. The City bears no liability whatsoever. This Video Tour Book will continue to truly make your City's website the focal point on the internet for information about Green River, WY

Whether you are actively promoting tourism, recruiting businesses for economic development, or simply looking for ways to provide the public with additional information about your community, this is a progressive opportunity to assist you with achieving your marketing objectives. With no financial investment from City funds, we've eliminated the need for lengthy budget meetings and approval processes, therefore allowing us to begin production immediately!

Thank you for taking the time to review our proposed renewal program for the City of Green River. We look forward to continuing to work with you!

A handwritten signature in cursive script that reads 'Nicole Rongo'.

Nicole Rongo  
Marketing Manager  
800.398.3029 x 203  
nicoler@cgicomunications.com



DATE

Dear Green River Business Owner:

The City of Green River is excited to announce that we will be renewing our promotional campaign with CGI Communications, who will produce a brand new series of videos highlighting our wonderful community.

These videos will enhance our city website ([www.cityofgreenriver.org](http://www.cityofgreenriver.org)) by enabling viewers to learn more about all our city has to offer residents, businesses, and visitors. We feel the program has already had an incredible impact in promoting the community, and CGI is continuing to develop innovative new digital media tools to promote communities and businesses nationwide.

A representative of CGI will be contacting you with an offer for participation in the program as well as to educate you on their dynamic new digital media products for businesses. We encourage you to learn more about this exciting opportunity.

*Signature*  
*Title*



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: September 28, 2010	Submitting Department: Parks & Recreation
Meeting Date: October 5, 2010	Department Director: Walt Bratton
	Presenter: Kevin Sadler

**Subject: 2010 Pee Wee Basketball Contract**

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

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Purpose Statement

To approve the contract between the City of Green River and the Green River High School Boys Basketball program (Head Coach, Rick Carroll).

Background/Alternatives

This is the eleventh year of the Pee Wee basketball program collaborating with the Green River High School Boys Basketball team to provide instructors. The Pee Wee basketball program is for 1<sup>st</sup> and 2<sup>nd</sup> grade levels. It is designed to increase the interest and participation in the sport of basketball.

Attachments

**Attachment A** - copies of the contract letter between the City of Green River and Rick Carroll, Green River High School Boys Varsity Basketball Coach

Fiscal Impact

\$500.00 from budgeted funds in the Parks & Recreation Department

Staff Impact

None

Legal Review

Legal Counsel reviewing agreement

Recommendation

Staff recommends the Governing Body approve the contract with the Green River High School Boys Varsity Basketball Coach (Rick Carroll) to collaborate on the eleventh Annual Pee Wee Basketball Program

Suggested Motion

I move to approve the contract, pending legal review, between the City of Green River and the Green River High School Boys Varsity basketball coach (i.e. Rick Carroll) for \$500.00 to collaborate on the Pee Wee Youth Basketball Program.



**Parks & Recreation Department**

**DATE:** October 5, 2010

**SUBJECT:** 2010 Pee Wee Boys Basketball Program – Green River Parks and Recreation

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This contract letter shall serve as confirmation between Rick Carroll, Boys Varsity Basketball Coach at Green River High School and the City of Green River.

The City of Green River Parks and Recreation Department has agreed to pay the Green River High School Boys Basketball Coach Rick Carroll \$500.00 for one session of Pee Wee Basketball for First and Second grade level participants.

The \$500.00 fee covers payment for a minimum of six instructors to be provided by Rick Carroll, to facilitate one session of the 2010 Pee Wee Basketball Program. This session of the Pee Wee Basketball program is scheduled for three evenings for approximately 1.5 hours per evening. A minimum of (20) participant's is required to be enrolled in this program for it to be implemented.

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

Signed:

\_\_\_\_\_  
**Rick Carroll**

Date:\_\_\_\_\_

Signed:

\_\_\_\_\_  
**Hank Castillon, Mayor**

Date:\_\_\_\_\_

cc: Walt Bratton, Director of Parks and Recreation  
Kevin Sadler, Recreation Supervisor



City of Green River  
City Council Meeting  
Consent Agenda Documentation

Preparation Date: September 8, 2010	Department: Finance
Meeting Date: October 5, 2010	Department Head: Jeff Nieters
	Presenter: Jeff Nieters

**Subject:** Approval of a Pole Attachment Agreement with Rocky Mountain Power for the Citywide Wireless System

**Purpose Statement:** To request permission to place Wi-Fi antenna radios on the light fixtures of Rocky Mountain Power’s poles.

**Background/Alternatives:** The City is in the last 2 phases of completing the installation of the City’s Wireless System. Rocky Mountain Power owns light poles throughout the City. To complete Phase 2 and 3, the contractor needs to place 16 Wi-Fi Radios strategically to have complete Wi-Fi coverage throughout the City.

**Attachments:** Agreement with Rocky Mountain Power, Wireless project map and Wi-Fi antenna radio picture

**Fiscal Impact:** approximately \$100 per year lease/rental fee

**Staff Impact:** None

**Legal Review:** Legal Council has reviewed and approves to form

**Recommendation:** Governing Body approve the agreement

**Suggested Motion:** I move to approve the agreement with Rocky Mountain Power and authorize the Mayor to sign said document

## DISTRIBUTION LINE POLE CONTACT AGREEMENT

PACIFICORP, an Oregon Corporation, d.b.a. PACIFIC POWER and ROCKY MOUNTAIN POWER, hereinafter called "Licensor", and City of Green River, Wyoming, a **Municipality**, hereinafter called "Licensee", mutually agree that the terms and conditions of this agreement, hereinafter called "Agreement", shall govern Licensee's non-exclusive use of such poles owned by Licensor as more particularly designated by pole number on Exhibit E, attached hereto and incorporated herein by reference. Licensor hereby grants to Licensee permission to install, maintain, operate and use a Wi-Fi Antenna, all hereinafter called "Equipment", on Top of Licensor's wood distribution poles located in or near City of Green River, County of Sweetwater, State of Wyoming, as described in Exhibit E. This Agreement shall apply to the use by Licensee of Licensor poles which support, or are designed to support distribution.

1. On any poles used by Licensee hereunder, Licensee shall not have the right to place, nor shall it place, any additional Equipment upon any such poles, including that portion of the pole from ground level to the first pole attachment of any type, without first receiving Licensor's written permission to do so, nor shall Licensee thereafter change the position of any Equipment attached to any poles hereunder without Licensor's prior written approval. Before Licensee places any additional Equipment upon any of PacifiCorp's poles, or overlashes its Equipment to any existing attachments or other equipment already attached to PacifiCorp's poles, including third-party equipment, Licensee shall request permission from PacifiCorp to do so via written notice requesting amendment to this Agreement.
2. Use of Licensor poles is subject to Licensee's payment of fees listed in the Fee Schedule (Exhibit B).
3. Licensee shall obtain from public authorities and private owners of real property interests any and all permits, licenses, or grants necessary for the lawful exercise of the permission granted by this Agreement. Further, this Agreement is conditional upon Licensee submitting to Licensor written evidence of compliance with the foregoing requirements prior to placing said Equipment upon said poles. Compliance with this provision shall be a continuing condition of the use of poles by Licensee and the sole responsibility of Licensee and Licensor shall have the right to request evidence of ongoing compliance at any time during the time this Agreement remains in effect.
4. Licensee shall, at its own sole risk and expense, place and maintain such Equipment upon such poles: (i) in a safe condition and in thorough repair; (ii) in a manner satisfactory to Licensor and so as not to conflict or interfere with the working use of such poles or facilities thereon by Licensor or by others using such poles; (iii) in conformity with such requirements and specifications as Licensor shall from time to time prescribe; and (iv) in conformity with all laws and the regulations, orders and decrees of all lawfully constituted bodies and tribunals, pertaining to pole line construction, including without limiting the scope of the foregoing, the requirements of the latest edition of the National Electrical Safety Code and Licensor's Distribution Construction Standards (Exhibit C) and Engineering Handbook (Exhibit D) attached hereto and incorporated herein by this reference.
5. Licensee shall complete the installation of its Equipment upon the poles within one-hundred-eighty (180) days of the date of this Agreement. In the event Licensee should fail to do so, the permission granted by Licensor to place such Equipment upon such poles shall thereby automatically be revoked and Licensee shall have no right to place its Equipment upon such poles without first reapplying for and receiving written permission from Licensor to do so.
6. If, in the sole judgment of Licensor, the installation of Licensee's Equipment requires changes in Licensor's existing facilities or if Licensor's present or future use of said poles shall require rearrangement or removal of Licensee's attachments, Licensor may perform or have such work performed, all at Licensee's sole risk and expense, and Licensee, on demand, shall reimburse Licensor for the entire expense thereby incurred.

7. Upon notice from Licensor at any time, Licensee shall, at its own sole risk and expense, relocate, replace or remove said Equipment or transfer it to substituted poles, or perform any other work in connection with said Equipment that may be required by Licensor; provided, however, that in cases of emergency, Licensor may, at Licensee's sole risk and expense, relocate or remove said Equipment, transfer it to substituted poles or perform any other work in connection with said Equipment that may be required in the maintenance, replacement, removal or relocation of said poles, or the facilities thereon or which may be placed thereon, or for the service needs of Licensor, and Licensee shall reimburse Licensor for the entire expense thereby incurred.
8. Licensee shall exercise special precautions to avoid causing damage to the facilities of Licensor and to the facilities of others located on such poles and Licensee shall assume all responsibility for any and all loss from such damage. Licensee shall provide immediate notice to Licensor of the occurrence of any such damage and shall, on demand, reimburse Licensor for the entire expense incurred in making repairs.
9. Licensor reserves to itself the right to maintain such poles and to operate its facilities thereon in such manner as will best enable it to fulfill its own service requirements, and to grant to others the right to place and maintain facilities upon such poles, and Licensor shall not be liable to Licensee for any interruption to Licensee's service or for any interference with the operation of Licensee's Equipment arising in any manner from the use of such poles and the facilities thereon by Licensor or others to whom such rights are granted.
10. Licensee shall not assign, transfer, or sublet any privilege granted to it hereunder without the prior written consent of Licensor, but otherwise, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
11. Nothing herein contained shall be construed as affecting any rights or privileges previously conferred or which shall hereafter be conferred by Licensor, by contract or otherwise, to others not parties to this Agreement to use any poles covered by this Agreement and Licensor shall have the right to grant, continue and extend such rights or privileges. The privileges herein granted to Licensee shall at all times be subject to any such contracts and arrangements.
12. No use, however extended, of such poles under this Agreement shall create or vest in Licensee any ownership or property rights therein, but Licensee's rights therein shall be and remain a mere license, which as to any particular poles may be terminated at any time by Licensor at its sole discretion upon thirty (30) days' written notice to Licensee, and Licensee shall remove its Equipment from such poles within said thirty (30) days. Nothing herein contained shall be construed as to compel Licensor to maintain any particular poles for a period longer than demanded by its own service requirements.
13. Licensee shall pay to Licensor an annual rental fee according to Exhibit A per foot of space used on each pole referenced in Exhibit E within forty-five (45) days after Licensor's invoice date. Initial billing under this Agreement shall be the same as the annual billing, irrespective of the month in which the attachment is made; thereafter, attachment billings shall be rendered in July of each year. .
14. Annual rental rates set forth in Exhibit A and the fees set forth in the Fee Schedule (Exhibit B), both of which Exhibits are attached hereto and incorporated herein, will be subject to review and adjustment by Licensor every year from the date of this Agreement. Licensor shall give Licensee sixty (60) days' written notice of any change in the rental rate or fee schedule. Annual rental charges may also be adjusted as required by applicable state statutes or regulatory determination.
15. All amounts payable by Licensee to Licensor under the provisions of this Agreement shall, unless otherwise specified, be payable within forty-five (45) days after presentation of bills therefor. Nonpayment of any such amount when due shall constitute a default under this Agreement.

16. Without limiting any liabilities or any other obligations of Licensee, Licensee shall, prior to commencing activities as defined under this Agreement, secure and continuously carry with insurers having an A.M. Best Company rating of A-/VII or better, the following insurance coverage:
- (a)
    - (i) Workers' Compensation insurance in compliance with all applicable laws in the state having jurisdiction over Licensee's employees.
    - (ii) Employers' Liability insurance (or Gap insurance in the states of Washington and Wyoming) with a minimum single limit of \$1,000,000 for each accident/by disease for each employee/by disease policy limit
    - (iii) Commercial General Liability insurance with a minimum single limit of \$1,000,000 to protect against and from all loss by reason of injury to persons or damage to property, including Licensee employees and all third persons, and property of Licensor and all third parties based upon and arising out of Licensee's operations hereunder, including the operations of its contractors of any tier. The coverage shall include contractual liability.
    - (iv) Business Automobile Liability insurance with a minimum single limit of \$1,000,000 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the work.
  - (b) The policies required herein, except Workers' Compensation and Employers' Liability (or Gap, as applicable) shall include provisions or endorsements as follows:
    - (i) naming Licensor, its directors, officers and employees as additional insured;
    - (ii) that such insurance is primary insurance with respect to the interests of Licensor and that any other insurance maintained by Licensor is excess and not contributory insurance with the insurance required hereunder; and
    - (iii) each policy shall contain a cross liability or severability of interest clause.
  - (c) All policies required by this Agreement shall include the following provisions or endorsements:
    - (i) unless prohibited by law, each required insurance policy shall contain a waiver of subrogation prohibiting the insurers from right of recovery or subrogation against the Licensor, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers.
    - (ii) provisions that such policies shall not be canceled or their limits of liability reduced without 1) ten (10) days prior written notice to Licensor if canceled for nonpayment of premium, or 2) thirty (30) days prior written notice to Licensor if canceled for any other reason, or if coverage is reduced below minimum, required limits for any reason.
  - (d) A certificate of insurance shall be furnished to Licensor evidencing compliance with all insurance requirements as stated, prior to commencement of activities described in this agreement, and in advance of the renewal date of each policy for the duration of this agreement. If requested by Licensor, a copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, shall be furnished to Licensor.
  - (e) Commercial General Liability insurance coverage provided on a "claims-made" basis shall be maintained by Licensee for a minimum period of two (2) years after the completion of this Agreement and for such other length of time necessary to cover liabilities arising out of this Agreement.
  - (f) If Licensee is a state or local governmental entity and is self insured for any of the above requirements, Licensee may satisfy such requirements by so advising Licensor in writing signed by an authorized representative. (Exhibit F)
17. Licensee shall use the Licensor's poles at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Licensor, its officers, directors, employees, subsidiaries and

affiliates, arising out of Licensee's use on or around the Licensor's poles. In addition, Licensee shall protect, indemnify and hold harmless Licensor, its officers, directors, employees, subsidiaries and affiliates (collectively "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character arising directly or indirectly out of Licensee's use on or around the Licensor's poles. This Paragraph shall survive the termination of this Agreement.

18. If Licensee defaults in any of its obligations under this Agreement, and if such default continues beyond thirty (30) days after written notice to Licensee of such default, Licensor may terminate Licensee's privileges hereunder upon written notice to Licensee and require that Licensee remove its Equipment from said poles, or Licensor may elect to do such work at Licensee's sole risk and expense, and Licensee, on demand, shall reimburse Licensor for the entire expense thereby incurred.
19. The failure of Licensor to enforce any provision of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.
20. If Licensor should bring any suit, action or other legal proceeding against Licensee, it shall be entitled to recover, in addition to any judgment or decree for costs, such reasonable attorney's fees as it may have incurred in such suit, action, or other legal proceeding, including appeals thereon.
21. Licensee may terminate this Agreement at any time upon removal of its Equipment from said poles and upon written notice to Licensor.
22. Notices under this Agreement shall be provided via first class mail to Licensee or Licensor as appropriate to the following addresses:

If to Licensor:

PacifiCorp  
Attn: Joint Use Administration  
825 NE Multnomah St., Suite 1700  
Portland, OR 97232

If to Licensee:

City of Green River  
Attn: Director of Finance  
50 East 2<sup>nd</sup> North  
Green River, WY 82935

In the event a party's address for notices changes, the appropriate party shall immediately notify the other party of its new address for notices in writing.

23. Licensor may terminate this Agreement without cause, upon three hundred sixty-five (365) days' written notice to Licensee and Licensee shall remove said attachments on or before the expiration of said three hundred sixty-five (365) days or Licensor may remove said attachments at Licensee's expense.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PACIFICORP, doing business as \_\_\_\_\_  
PACIFIC POWER AND ROCKY MOUNTAIN POWER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**Annual Contact Rental Rate

## STATE OF WYOMING

2003

COMPUTATION OF ANNUAL POLE ATTACHMENT RENTAL RATE  
PACIFICORP, d.b.a. PACIFIC POWER & UTAH POWERA. Net Investment Per Bare Pole

(1)	Investment in wood poles & fixtures	\$126,983,212
(2)	Less depreciation reserve associated with Item (1)	(\$69,607,303)
(3)	Less deferred Federal income taxes associated with Item (1)	<u>(\$6,925,903)</u>
(4)	Net investment in poles and support equipment	\$50,450,006
(5)	Less Crossarms & Appurtenances	<u>(\$7,567,501)</u>
(6)	Net investment in poles and support equipment	\$42,882,505
(7)	Total number of wood poles	<u>÷ 177,492</u>

Net Pole Value **\$241.60 (PV)**

B. Annual Carrying Charge

(1)	Depreciation Expenses	9.35%
(2)	Administration and General Expenses	3.02%
(3)	Maintenance Expenses	3.59%
(4)	Taxes	3.50%
(5)	Authorized Cost of capital	8.90%

**28.36% (CC)**

C. Use Ratio Per Pole

(1)	Usable space on pole, in feet	13.5
(2)	Effective space occupied by Licensee Attachment	1.0

**7.41% (PR)**

D. Annual Pole Attachment Rate

**(PV) X (CC) X (PR) \$5.08**

E. 2003 Basic Rate (2001 escalated at 2.5% per year) **\$5.34**

F. Surcharge for actual A&G costs directly associated to pole attachments **\$0.40**

**2003 TOTAL ANNUAL RENTAL RATE PER ATTACHMENT \$5.74**

NOTE: All data is as of end of business on December 31, 2001 except where noted.

## **Exhibit B**

Page 1 of 2

### Fee Schedule for non-recurring charges

#### 1. Application Processing Fee

A charge of \$26.65 + \$4.00 per pole will be assessed for Applications: when Licensee requests permission to add or modify its attachment of Equipment, or sends notification of its removal of Equipment. For each Application received, PacifiCorp analyzes the data, updates its records, and responds to the Licensee at least once per Application, regarding its approval or acknowledgement of the Application.

#### 2. Inspections

2(a) Pre-Inspection Fees - these fees are based upon applications by various entities that wish to attach a cable, or other device, to PacifiCorp's facilities and also occurs prior to when a Licensee wishes to place new cables and/or additional Equipment. All pre and post-inspections are broken into three levels of time usage and complexity.

- |   |  |
|---|--|
| Level 1 (Visual Inspection)   | \$31.30 first pole; \$17.65 each pole thereafter |
| Level 1 inspections are defined as a "drive by" that does not require the inspector to exit the vehicle and are intended to identify that clearances and strength of the structure are visibly verifiable. These inspections are typically performed when the Licensee has provided all required information given the type of request on the Application form. |  |
| Level 2 (Measured Inspection)   | \$41.20 first pole; \$30.40 each pole thereafter |
| Level 2 inspections are most commonly performed when the poles do not appear to have proper clearance to accommodate the newly proposed attachment or when the Licensee has failed to provide all required information given the type of request on the Application form.   |  |
| Level 3 (Pole Analysis Inspection)  | \$88.55 first pole; \$75.90 each pole thereafter |
| Level 3 inspections are most commonly performed when the poles do not appear to have proper strength to accommodate the newly proposed attachment or when the Licensee has failed to provide all required information given the type of request on the Application form. This level of inspection is highly common on requests for use of transmission poles.   |  |

PacifiCorp will not charge Pre-Inspection Fees for an application to remove attachments.

**Exhibit B**  
Page 2 of 2

2(b) Post-Inspection Fees - these inspections are completed after a pre-inspection has been approved, and the installation by the original requesting company has been completed.

Level 4 (Visual Inspection)                      \$31.30 first pole; \$17.65 each pole thereafter  
Level 4 inspections are defined as a “drive by” that does not require the inspector to exit the vehicle and are intended to identify that the Licensee has complied with the engineering data provided in the Application form. This level of inspection will be used for all removals of attachments, unless the removal has resulted in damage to the pole in which case additional fees to assess the damage may apply.

Level 5 (Measured Inspection)                      \$41.20 first pole; \$30.40 each pole thereafter  
Level 5 inspections are most commonly performed when it appears that the Licensee has failed to perform construction in accordance with the specifications on their Application form, has created a NESC violation or has attached to the pole prior to receiving approval from PacifiCorp.

Level 6 (Pole Analysis Inspection)                      \$88.55 first pole; \$75.90 each pole thereafter  
Level 6 inspections are most commonly performed when it appears that the Licensee has attached to a pole prior to receiving approval from PacifiCorp and appears to have compromised the integrity of the existing structure. This level of inspection is highly common on requests for use of transmission poles.

3. Unauthorized Attachment Charge  
\$100.00 + Back Rent, per Pole  
Back Rent shall consist of 5 years of rent at the current rental rate.

4. Topping Fee  
A charge of \$64.00per Pole will be assessed, where PacifiCorp completes a Pole replacement with an Attachment by the Licensee and the transfer of the Attachment requires removal of the top of the pole to be completed by PacifiCorp.

5. Return Trip Fee  
A charge of \$255.00 per Pole will be assessed, where PacifiCorp completes a Pole replacement with an Attachment by the Licensee and the removal of the replaced Pole cannot be completed at the time of construction due to the Licensee’s Attachment; therefore, PacifiCorp will return to the site once the Licensee transfer is complete. This charge is for the return trip, removal of the Pole is not included in this charge.

**Exhibit C**

PacifiCorp's Distribution Construction Standards

**Exhibit D**  
PacifiCorp's Engineering Handbook

**Exhibit E**  
Approved Pole List

**Exhibit F**

PacifiCorp  
825 NE Multnomah St., Suite 1700  
Portland, OR 97232

For the purposes of Paragraph 16 of the Distribution Line Pole Contact Agreement approved and signed by the Mayor, City of Green River, Wyoming October 5, 2010, which is enclosed herewith, be advised the City is a Wyoming local government entity and maintains liability insurance only through the State of Wyoming self-insurance fund.

Further, the Wyoming Statutes, particularly the Wyoming Governmental Claims Act (W.S. 1-39-101 et seq.) provides the exclusive means and process by which the Licensor, if damaged or injured, may sue the City, and this Act determines the reach of liability. Moreover, the Wyoming Constitution has been interpreted to mean that a sovereign entity, such as the City, is not permitted to indemnify, absent specific legislation to do so.

The City of Green River, Wyoming, does not waive sovereign immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it as a sovereign pursuant to Wyo. Stat. §1-39-104(a) and all other state law.

The City does participate as an employer in the Worker's Compensation program of the State of Wyoming.

We ask that PacifiCorp agree to the coverage for this agreement.

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Mayor Castillon