



## CITY COUNCIL AGENDA

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I. 5:30 PM **CALL TO ORDER: MARCH 22, 2022 COUNCIL WORKSHOP**

A. **WYOMING BUSINESS COUNCIL PRESENTATION**

B. **URA/MAIN STREET MEMORANDUM OF UNDERSTANDING  
REVIEW**

Documents:

[URA MAIN STREET MOU.PDF](#)

C. **URA/MAIN STREET DEVELOPMENT**

D. **FUTURE GOAL SETTING**

II. **ADJOURNMENT**



**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is executed by and between the City of Green River, WY, a municipal corporation (hereinafter the “City”) and the Green River Urban Renewal/Main Street Agency (hereinafter the “Agency”). This Memorandum of Understanding supersedes the previous Memorandum of Understanding dated February 7, 2012.

WHEREAS, the City desires to create a vibrant downtown and riverfront, including branding Green River as a tourist destination; and

WHEREAS, the City actively plans and prepares for quality growth and conscientious economic development to provide residents and visitors with the highest quality of life and experience; and,

WHEREAS, the Agency is a volunteer-driven organization initially established in 2005 and reorganized in 2011 and is dedicated to the economic, cultural and historic revitalization of downtown Green River and works in association with the Wyoming Main Street Program; and,

WHEREAS, the Green River Main Street Program officially began in 2005 and uses the Main Street Four Point Approach of Organization, Promotion, Economic Restructuring and Design in order to revitalize the downtown area; and,

WHEREAS, the Green River Comprehensive Plan adopted in January of 2013 and the Green River Strategic Plan adopted in 2011 include objectives for downtown Green River, the River Corridor and Uinta Drive that includes separate action items that are supported by the Agency’s strategic plan and Main Street Plan, including efforts to:

- Create a vibrant downtown core that is safe, attractive, and enhances historical character
- Develop and implement a URA Draft Plan for revitalization of specifically-identified areas, including the historical downtown business district; and,

WHEREAS, the City and Agency desire a full-time Urban Renewal/Main Street Administrator (the “Administrator”) position to spearhead efforts to meet joint goals and objectives;

WHEREAS, Wyoming Statute §15-9-113(a)(xvi) grants the City power to enter into agreements with an urban renewal agency vested with urban renewal project power under W.S. §15-9-133, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by a municipality pursuant to any of the powers granted by this chapter;

WHEREAS, Agency has been vested with urban renewal project power under W.S. §15-9-133;

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

1. The Administrator shall be a full time employee of the City and the Agency shall be considered the “Department Director/Department Head”, as used in the City of Green River, Personnel Policies & Procedures Manual, except as otherwise provided herein.
2. Description of Services Performed by City. The City, through the City Administrator where applicable, shall provide the following minimum services and assets:

- a. The City shall create a Urban Renewal/Main Street department and shall accept and implement the Departmental Procedures Manual as developed and submitted by the Agency in accordance with City of Green River, Personnel Policies & Procedures Manual Sec. 20.5-31;
- b. The City shall provide annual funding to the Agency in an amount to be agreed on by the parties, provide reasonable office space for the Administrator, and fund the full-time Administrator position;
- c. Approve and execute the Agency's method for filling the Administrator position;
- d. Designate a City Council liaison to the Agency to ensure ongoing and open communication between the City and the Agency;
- e. Provide personnel support regarding personnel policies, procedures, and job descriptions pertaining to the Administrator position;
- f. Provide consultation, by the City Administrator and Human Resources Officer, on an ongoing basis, regarding performance of the Administrator job duties, including formal performance appraisals;
- g. Be responsible for hiring, approving performance reviews, approving disciplinary action, and termination of the Urban Renewal/Main Street Administrator , taking into account the recommendations of the Agency, acting in its capacity and in accordance with its powers and authority as a Department Director/Department Head under the City's Personnel Policies and Rules;
- h. Perform all obligations of the City necessary to maintain the Agency's Main Street designation and provide funding and resources sufficient to enable the Agency to maintain its Main Street designation;
- i. Collaborate with the Agency on projects in keeping with the Agency's areas of Organization, Promotion, Economic Restructuring and Design;
- j. Develop and distribute, jointly with the Agency, literature, maps, folders and other advertising and promotional material to educate citizens and visitors regarding the Agency's programs;
- k. Jointly stage and execute annual festivals and events;
- l. Authorize the Administrator to have authority regarding budgetary expenditures under the Agency's budget, subject to the approval of the Agency Board; and,
- m. Aid the Agency in the planning, undertaking or carrying out of urban renewal projects and related activities.

3. Commitments from Green River Urban Renewal/Main Street Agency. In return for funding and performance of the above services by City, the Agency agrees to:

- a. Do all action necessary to maintain the Agency's Main Street designation;
- b. Maintain private-sector stakeholder involvement through its Board of Commissioners and committees;
- c. Develop projects in keeping with the Agency's areas of Organization, Promotion, Economic Restructuring and Design;
- d. Develop urban renewal plans and undertake projects in accordance with the Wyoming Urban Renewal Code;
- e. Plan and execute fundraising activities to include pursuit of grant monies for specific projects;
- f. Provide formal and informal communications to the City and Governing Body to update progress on mutual objectives;
- g. Support annual festivals and other promotional events via volunteer involvement;
- h. Not violate City policies and procedures regarding budgetary or personnel matters;

- i. Develop, submit to the City, and adhere to a Departmental Procedures Manual (City of Green River, Personnel Policies & Procedures Manual Sec. 20.5-31) that includes, without limiting the requirements of Sec. 20.5-31, a chain of command within the Agency that may be relied upon by the City, the performance expectations for the Urban Renewal/Main Street Administrator, time monitoring responsibilities, and other daily oversight matters that will be handled by the Agency or by the City;
- j. Determine and submit to the City a method for filling the position of Urban Renewal/Main Street Administrator (City of Green River, Personnel Policies & Procedures Manual, Division 2, Sec. 20.5-45.5);
- k. Solicit input and feedback from the City Administrator in order to provide daily and ongoing supervision of dedicated full-time Agency staff;
- l. Exercise the rights and responsibilities of Department Directors/Department Heads as provided in the City's Personnel Policies and Rules in the hiring, counseling, performance reviews and disciplinary action of the Urban Renewal/Main Street Administrator.
- m. Oversee the daily supervision of the URA/Main Street Administrator including, but not limited to, time off requests, goals, tasks, etc. Not violate City policies and procedures regarding the daily and ongoing supervision of dedicated full time Agency staff.

**Annual Appropriations.** The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council. The failure of the City Council to fund this agreement at levels requested by the agency, or at all, shall not constitute a breach of this agreement.

**Board of Commissioners.** The Agency shall exercise its powers as provided by law through a Board of Commissioners. The Agency Board of Commissioners may recommend Agency programs and a scope of work subject to City approval regarding joint initiatives.

**Construction.** The City and the Agency agree that this Memorandum of Understanding shall be interpreted to give the Agency primary control over discretionary functions related to the Urban Renewal/Main Street Administrator within the confines of the City of Green River Personnel Policies & Procedures Manual.

**Contracts.** The City and the Agency agree that unless agreed to by the City in writing, the City shall not be liable for any contracts made by the Agency with any person, firm, corporation, association or governmental body.

**Non-liability.** The City and Agency agree that in no event shall the City be liable for any damages, injuries, or losses charged to or adjudged against the Agency.

**Notices.** All notices, requests or other communications related to this Agreement shall be made in writing and may be given by: (a) depositing same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or (b) delivering the same to the party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States mail. The notice addresses of the parties shall, until changed as provided herein, be as follows:

City: Mayor, City of Green River  
Address: 50 E. 2<sup>nd</sup> North Street  
Address: Green River, WY 82935



Agency: Chair, Green River URA/Main Street Agency  
Address: 50 E. 2<sup>nd</sup> North Street  
Address: Green River, WY 82935

**Severability.** If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Agreement shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Agreement, for it is the definite intent of the parties that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect its purpose.

**Termination.** If, through any cause, the Agency or City shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Agency or City shall violate any of the covenants, agreements, or stipulations of this Agreement, the Agency or City shall thereupon have the right to terminate this Agreement by giving written notice to the Agency or City of such termination and specifying the effective date thereof at least one hundred and eighty (180) days before the effective date of such termination. Nothing either party may terminate this agreement upon notice given no later than February 1.


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**CITY OF GREEN RIVER**



Hank Castillon, Mayor

**GREEN RIVER  
URA/MAIN STREET AGENCY**



Robert Berg, Board Chair (Acting)

**APPROVED:**



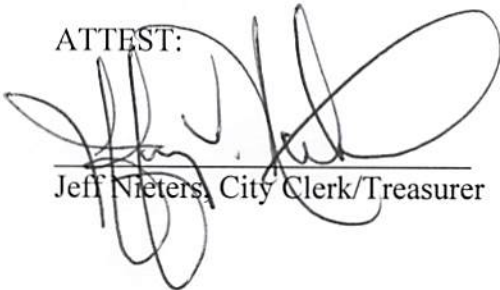
City Attorney

**APPROVED:**



Agency Attorney

**ATTEST:**



Jeff Nieters, City Clerk/Treasurer

