

# City of Green River City Council Meeting Agenda Documentation

Preparation Date: 5/17/2011	Department: Police
Meeting Date: 6/7/11	Department Head: John Love
	Presenter: John Love

**Subject:** Police Radios

**Purpose Statement:**

To move \$16,465 from the Police seizure funds to purchase 5 mobile radios to enable Officers to communicate with other surrounding agencies on WyoLink.

**Background/Alternatives:**

**Attachments:** None

**Fiscal Impact:** None

**Staff Impact:** None

**Legal Review:** None

**Recommendation:** I recommend that you leave the money in the 2012 budget and save the seizure fund money for emergencies..

**Suggested Motion:** I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase expenditures in the General Fund for the Police Department to purchase Radios Equipment in the amount of \$16,465

**Resolution No. R11-\_\_\_\_\_**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES IN THE GENERAL FUND FOR THE POLICE DEPARTMENT TO PURCHASE RADIOS IN THE AMOUNT OF \$16,465.

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-210-8105 (PD Wyo-Link Radio Equipment) in the amount of \$16,465

**And whereas**, to decrease the Drug Seizure Reserve in the General Fund in the amount of \$16,465

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 7<sup>th</sup> DAY OF JUNE, 2011.

SIGNED:

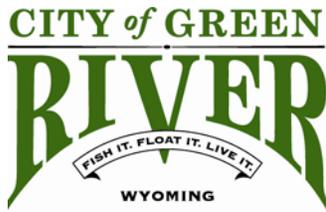
\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: 5/31/11	Submitting Department: Community Development
Meeting Date: 6/07/11	Department Director: Laura Hansen
	Presenter: John Dahlgren

**Subject: Farmers’ Market Budget Resolution**

**Purpose Statement:** To place into the Main Street budget money raised through sales at the 2010 Farmers’ Market.

**Background/Alternatives:** Main Street conducted fundraising at the market by selling hotdogs and hamburgers, other food items, cheese, face painting and bags. The total from all the sales of these items are \$3,275.35. The cost of the items sold was \$1,897.87. Main Street would like the difference from these totals, \$1377.48, to be placed into the technical supplies line item for the Main Street budget.

**Attachments:** Spreadsheet showing the expense and profit generated by food sales at the Market. Synopsis of the 2010 Market. Resolution.

**Fiscal Impact:** Increase in Main Street Technical Supplies line item by \$1,377.48. These funds will be used for other Main Street activities—flowers, etc.

**Staff Impact:** NA

**Legal Review:** NA

**Recommendation:** Staff recommends the Governing Body approve the budget resolution.

**Suggested Motion:** I move to approve a resolution for the Governing Body of the City of Green River, Wyoming, to increase the expenditure authority in the General Fund from the proceeds of the Farmer’s Market sales to be placed in the Main Street Division’s Technical Supplies line item in the amount of \$1,377.48

**Resolution No. R11-\_\_\_\_\_**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN EXPENDITURES IN THE GENERAL FUND FROM THE PROCEEDS OF THE FARMER'S MARKET SALES TO BE PLACED IN THE MAIN STREET DIVISION'S TECHNICAL SUPPLIES LINE ITEM IN THE AMOUNT OF \$1,377.48

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-440-6220 (Technical Supplies) in the amount of \$1,377.48

**And whereas**, to increase the revenue budget authority in the General Fund: line item 10-000-4610 (Misc Revenue) in the amount of \$1,377.48

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 7<sup>th</sup> DAY OF JUNE, 2011.

SIGNED:

\_\_\_\_\_

H. Castillon, Mayor

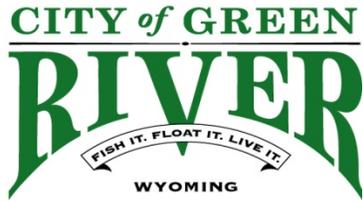
ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk

2010 Farmers' Market Sales

Item	Amount Ordered	Total Cost	Remaining Inventory	Total Profit		
Burgers	100 pounds	\$262.90	\$65.50			
Hot Dogs	20 Pounds	\$31.80	\$0.00			
Buns		\$83.90	\$0.00			
Chips	4 cases	\$127.85	\$0.00			
Pop	Donation	\$0.00	\$0.00			
Nacho Chips		\$48.98	\$0.00			
Cheese Sauce	8 Bags	\$102.32	\$25.58			
Jalapenos	1 case	\$21.25				
Cotton Candy		\$431.52	\$107.88			
Condiments						
Ketchup	1 case	\$28.90	\$14.50			
Mustard	1 case	\$12.30	\$8.20			
Mayo	1 case	\$14.75	\$9.83			
		\$1,166.47	\$231.49	\$934.98		
Beehive Cheese		\$962.89	\$0.00			
Totals		\$2,129.36	\$231.49	\$1,897.87		



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: June 2, 2011	Department: Finance
Meeting Date: June 7, 2011	Department Head: Jeff Nieters
	Presenter: Jeff Nieters

**Subject:** Approval of a capital lease purchase with CalFirst Bank for a fire apparatus pumper.

**Purpose Statement:** To enter into a capital lease payment arrangement for 3 years to acquire one of the two fire apparatus pumpers.

**Background/Alternatives:** The City opened sealed bids for two fire apparatus pumpers on April 28<sup>th</sup>. There is enough budget authority to purchase one pumper but not the other. In order to acquire the other pumper, a capital lease purchase is needed. CalFirst Bank has submitted the best interest rate for the capital lease purchase of the second fire apparatus pumper.

**Attachments:** Municipal Lease/Purchase Proposal

**Fiscal Impact:** Approximately \$174,142.23 per year for 3 years

**Staff Impact:** None

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

**Recommendation:** Governing Body approve the proposal

**Suggested Motion:** I move to approve the Municipal Lease/Purchase Proposal for the purchase of a fire apparatus pumper



Thursday, June 02, 2011

Jeff Nieters  
 City of Green River  
 50 E 2nd North St  
 Green River, WY 82935

Re: Municipal Lease/Purchase Proposal

Dear Jeff,

CalFirst National Bank is pleased to provide City of Green River with the following leasing proposal. Please understand that this proposal is expressly subject to the final review and approval of CalFirst National Bank's Finance Committee. Final terms and conditions shall be established pursuant to written lease documentation duly signed by the parties.

**LESSEE:** City of Green River  
**LESSOR:** CalFirst National Bank  
**LEASED PROPERTY:** Fire Trucks  
**PROPERTY COST:** \$500,000.00  
**BILLING OPTION:** Annual Beginning 8/1/2012  
**ANTICIPATED FUNDING DATE:** On or after October 15, 2011  
**ISSUE TYPE:** Tax-Exempt Lease Purchase Financing, Subject to Annual Appropriation

<b>LEASE TERM:</b>	2 Years	3 Years	4 Years
<b>INTEREST RATE:</b>	2.25%	2.38%	2.48%
<b>ANNUAL PAYMENT:</b>	\$257,348.29	\$174,142.23	\$132,720.71

**RATE INDEXING:** The quote is subject to credit approval, final documentation and qualification as tax-exempt. Rate/payment is indexed upward until funding to the 3 year swap, currently at 1.15%.

**DOCUMENTATION:** It is anticipated that the transaction will be documented via a lease and related documents provided by Lessor. Included in the documents will be a covenant by Lessee that 100% of the project costs will be considered a capitalizable asset for the term of the lease. This proposal is subject to the negotiation of all-final lease documents and additional documentation, which may be required

**BANK QUALIFIED:** Lessee will designate the Lease/Purchase as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the IRS Tax Code. The Lessee does not reasonably expect to issue more than \$10,000,000.00 of obligations in the calendar year as Lease/Purchase. Should the bank qualified status of this lease change, Lessor reserves the right to adjust the proposed interest rate.

**PREPAYMENT TERMS:** On any payment date, at the remaining principal balance outstanding plus 2%.

**FEES OR CLOSING COST:** None other than those listed herein, however Lessee will be responsible for any fees or expenses with respect to (i) Lessee's legal counsel, if any; and (ii) UCC Lien Search and UCC Filing Fees.

**ESCROW ACCOUNT:**

If necessitated by the project implementation schedule, the proceeds of the financing will be deposited in an escrow account established with a mutually acceptable bank or trust company (the "Escrow Agent"). The Escrow Agent will administer the investment of the escrow funds during the project implementation period, as directed by Lessee, and as defined by relevant law and the Escrow Agreement. Any interest earned on such investments shall be for the benefit of Lessee and may be used for project costs.

**OTHER MATTERS:**

This proposal is subject to the negotiation of final documentation, project due diligence and credit approval by Lessor.

On behalf of CalFirst, we appreciate the opportunity to earn City of Green River's business and look forward to a long and mutually rewarding business relationship. I will be in contact shortly to review this lease proposal with you and answer any questions that you may have. If you need to reach me for any reason please call (800) 496-4838 ext. 802 or send an e-mail to Jkessler@calfirst.com

Sincerely,

Justin Kessler x. 802  
Account Manager

**The person whose name, title and signature appears below is authorized to execute, on behalf of City of Green River this confidential lease proposal and all documentation in conjunction with the subject transaction delineated herein.**

**Read, Acknowledged, Agreed to and Offered to  
California First National Bank:**

City of Green River

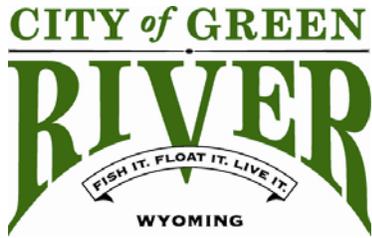
Name: \_\_\_\_\_

Signature \_\_\_\_\_

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

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

CalFirst National Bank is a wholly-owned subsidiary of California First National Bancorp ("CFNB"). CFNB is a public company with its stock traded on the NASDAQ National Market System under the symbol "CFNB".



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: 5/04/2011	Submitting Department: Fire
Meeting Date: 6/07/2011	Department Director: Chief Mike Kennedy
	Presenter: Chief Mike Kennedy

Subject: Two new Fire Apparatus Pumper Bid Acceptance and Award.

Fiscal Impact: Budgeted funds, (\$700,000.00) Balance, Finance.

Purpose Statement: The Fire Department is requesting that the bid for two identical new Fire Apparatus Pumpers be accepted and awarded to Pierce Manufacturing, Inc.

Background/Alternatives:

The City of Green River opened sealed bids for two Fire Apparatus Pumpers on April 28<sup>th</sup>, at 2:00PM, The bid package from Pierce Manufacturing, Inc being the lowest legal bid that met the specifications of the bid package advertised.

Attachments: Copy of bid tabulation sheet.

Staff Impact : Finance;

Legal Review: Bids were reviewed as to their meeting required bid format and content.

Recommendation

Staff requests that the Mayor and Council Accept the bid from Pierce Manufacturing, Inc. and Award the bid for Two Custom Fire Apparatus Pumpers as specified in the City of Green River bid package to Pierce Manufacturing, Inc. for the total of \$1,089,689.00

Suggested Motion

I move to Accept, the bid from Pierce Manufacturing, Inc. for Two Custom Fire Apparatus Pumpers, and to award the bid for Two Custom Fire Apparatus Pumpers to Pierce Manufacturing, Inc for the total of \$1,089,689.00

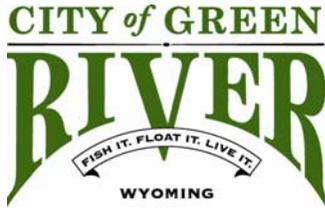
# BID TABULATION - Custom Fire Apparatus

Bid Open Date: April 28, 2011 2:00 pm

Amount Budgeted: \$700,000.00

Account Number: 15-900-9109

	Unit Cost	Total Cost	Insurance Certificate	Delivery Date	Bid Bond
Front Range Fire Apparatus Longmont, CO		1,089,689.00	Yes	6-7 months	Yes 2-units
Max Fire Apparatus Castle Rock, CO	516,018.00	1,032,036.00	Yes	300 days	Yes 1-unit
<b>Present at Bid Opening:</b>					
Trish Mansfield	Mike Liberty				
Jeff Nieters	Sig Larson - Front Range Fire				
Mike Kennedy					
Dea Cargile					



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: 6/2/11	Submitting Department: Administration
Meeting Date: 6/7/11	Department Director: Barry Cook
	Presenter: Barry Cook

Subject: To ratify the payment for the purchase of 375 W Flaming Gorge Way

Purpose Statement

To ratify the payment for the purchase of 375 W Flaming Gorge Way

Background/Alternatives

The final cost of the property could not be determined until a few days before closing, which was after the last council meeting in May. The Council was polled on 5/27/11 to approve the purchase price of \$250,728.89. The Council approved the payment by approving the payment with the exception Councilman Boan voting no.

Attachments

None

Fiscal Impact

The purchase has been budgeted for

Staff Impact

N/A

Legal Review

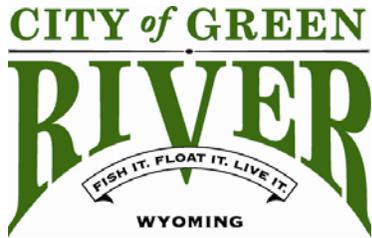
Not Applicable

Recommendation

Staff recommends to ratify the payment for the purchase of 375 W Flaming Gorge Way

Suggested Motion

I move to ratify the vote taken on 5/27/11 for the purchase of the property of 375 W Flaming Gorge Way in the amount of \$250,728.89.



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: 5-26-11	Submitting Department: Police
Meeting Date: 6-7-11	Department Director: John Love
	Presenter: John Love

Subject: To award the bid for the emergency equipment and installation of the equipment for three Police vehicles and one Fire Department vehicle to Wireless Advanced Communication in the amount of \$69,902.00 out of the current vehicle replacement line item.

Fiscal Impact

The amount of \$69,902.00 out of the current vehicle replacement line item.

Purpose Statement

The Purchasing Department recently bid out the replacement vehicles for the Police and Fire Department. We then went out to bid for the emergency equipment and installation of said equipment in those vehicles.

Background/Alternatives

The bids were as follows: Communications Technologies - \$87,160.60  
Premier Vehicle Installations - \$73,184.05  
Wireless Advanced Communications - \$69,902.00

There were no exceptions to the bids and Wireless Advanced was the lowest bidder.

Attachments

None.

Staff Impact

Bids were reviewed for accuracy.

Legal Review

None needed

Recommendation

Approve and award the bid to Wireless Advanced Communication.

Suggested Motion

I move to approve and award the bid for the emergency equipment and installation of the equipment for three police vehicles and one fire department vehicle to Wireless Advanced Communication in the amount of \$69,902.

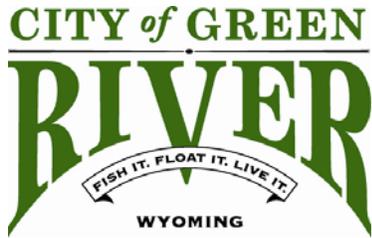
# BID TABULATION - Upfitting of Vehicles

Bid Open Date: May 26, 2011 2:00 pm

Amount Budgeted:

Account Number:

	Tahoe	Impala	Ford	Suburban	TOTAL	Delivery Date	Bid Bond
Communication Technologies Mills, WY	30,500 <sup>13</sup>	30,952 <sup>66</sup>	10,000 <sup>96</sup>	15,706 <sup>85</sup>	87,160 <sup>60</sup>		Cashier Check
Premier Vehicle Installation Salt Lake City, UT	27,342 <sup>04</sup>	26,281 <sup>19</sup>	7,581 <sup>02</sup>	11,979 <sup>80</sup>	73,184 <sup>05</sup>		Cashier Check
Wireless Advanced Evans, CO	25,463 <sup>00</sup>	24,688 <sup>00</sup>	7,925 <sup>00</sup>	11,826 <sup>00</sup>	69,902 <sup>00</sup>		Cashier Check
Present at Bid Opening:							
Trish Mansfield	Dean Barrere						
Jeff Nieters	Rick Powell						
Chris Steffen							
Mike Kennedy							



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: 5-23-11	Submitting Department: Police
Meeting Date: 6-7-11	Department Director: John Love
	Presenter: John Love

Subject: The Police Department is requesting permission to give the RSPD SWAT Team our old military surplus truck that is no longer being used by the GRPD SRT Team.

Fiscal Impact

The cost of the vehicle in question, a 1983 Chevy military surplus ambulance, was \$50.00 in 1994.

Purpose Statement

Since the purchase of our new Command vehicle, we have not used our old SRT truck. The RSPD SRT Team had a similar military surplus vehicle that they were using but the frame broke and was sold. They are requesting our old truck for their SRT Team.

Background/Alternatives

We have no need for our old SRT Truck and RSPD is in dire need of something they can use for a tactical team transport vehicle. We paid very little for our truck, years ago, and it would be a great gesture between our agency and the RSPD.

Attachments

See attached letter of request from Command Robinson with the RSPD.

Staff Impact

None.

Legal Review

Already approved.

Recommendation

Approve

Suggested Motion

I move to approve the donation of the military surplus truck to the Rock Springs Police Department SWAT Team.



**City of Rock Springs**  
Police Department  
221 C Street  
Rock Springs, WY 82901

Phone 307-352-1581  
Fax 307-352-1580

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6/2/11

Dear Sirs,

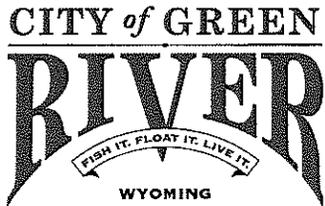
The Rock Springs Police Department understands that the Green River Police department is in possession of a 1983 Chevrolet K-25 service vehicle which it has used as a Tactical Response vehicle. The Green River Police Department has retired this vehicle from service.

The Rock Springs Police Department would like to take possession of the vehicle to utilize it in the same capacity. The Rock Springs Police Department currently does not have a vehicle fitting this usage and this vehicle would be a valuable asset to our department.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Lowell", written in a cursive style.

Chief Michael Lowell  
Rock Springs Police Dept.



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: May 17, 2011	Submitting Department: Parks and Recreation
Meeting Date: June 7, 2011	Interim Department Director: Allan Wilson
	Presenter: Consent Agenda

**Subject: Approval of release of retainage to DeBernardi Construction Co., Inc. for CIP Project 15-900-9724**

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

### Purpose Statement

To gain authorization from the Governing Body to release the retainage to DeBernardi Construction Co., Inc. for the Pedestrian Viaduct Bridge Project CIP Project 15-900-9724 in the amount of \$106,878.22

### Background/Alternatives

DeBernardi Construction Co., Inc. has reached Final Completion on the Pedestrian Viaduct Bridge Project CIP Project 15-900-9724. The mandatory 41 day advertising period to release this retainage began on April 27, 2011, the retainage will be released after 41 days of advertising.

### Attachments

None

### Fiscal Impact

Release of retainage in the amount of \$106,878.22

### Staff Impact

None

### Legal Review

Not applicable

### Recommendation

Staff recommends releasing the retainage in the amount of \$106,878.22 to DeBernardi Construction Co., Inc. for capital improvement project 15-900-9724.

### Suggested Motion

I move to release the retainage \$106,878.22 to DeBernardi Construction Co., Inc. after the 41 day advertising requirement and subject to no legal claims against the vendor.



# Contractor's Application For Payment No. RETENTION

Application Period: <b>November 19, 2010 THRU May 20, 2011</b>	Application Date: <b>5/20/2011</b>
From (Contractor): <b>DeBernardi Construction Co., Inc.</b>	Via (Engineer)
Project: <b>Green River Pedestrian Viaduct</b>	Contractor's Project No.:
Owner's Contract No.:	Engineer's Project No.:

### Change Order Summary

Approved Change Orders	Additions	Deductions
Number 1	\$7,722.25	
2	\$9,700.00	
3	\$5,048.00	
<b>Totals</b>	<b>\$22,470.25</b>	
Net Change By Change Orders	<b>\$22,470.25</b>	

1 ORIGINAL CONTRACT PRICE .....	\$	
2 Net change by Change Orders .....	\$	<b>\$22,470.25</b>
3 CURRENT CONTRACT PRICE (Line 1+2) .....	\$	<b>\$1,006,165.75</b>
4 TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) .....	\$	<b>\$1,068,782.25</b>
5 RETAINAGE:		
a. 10 %x\$ _____ Work Completed .....	\$	
b. _____ %x\$ _____ Stored Materials .....	\$	<b>\$0.00</b>
c. Total Retainage (Line 5a = Line 5c) .....	\$	<b>\$1,068,782.25</b>
6 AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) .....	\$	<b>\$961,904.03</b>
7 LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .....	\$	<b>\$106,878.22</b>
8 AMOUNT DUE THIS APPLICATION .....	\$	
9 BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) .....	\$	

### CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Robert A. DeBernardi 5/13/11  
 Vice President / Secretary Date:

Payment of:	\$106,878.22	
is recommended by:	(Engineer)	(Date)
Payment of:	\$106,878.22	
is approved by:	(Owner)	(Date)
Approved by:	(Date)	(Date)

(Line 8 or other - attach explanation of other amount)

(Line 8 or other - attach explanation of other amount)

Funding Agency (if applicable)

Progress Estimate

Contractor's Application

2

For (contract) GREEN RIVER PEDESTRIAN VIADUCT OVER U.P. RAILROAD

Application Number: RETENTION

Application Period:

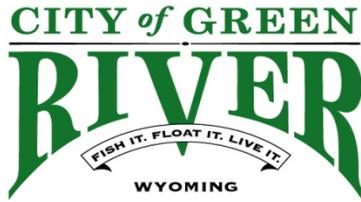
Application Date: MAY 20, 2011

A				B		C		D		E		F		G	
Bid Item No.	Description	Item	Bid Quantity	Unit Price	Bid Value	Quantity This Period	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D+E)	% (F)	Balance to Finish (B-F)			
105	CONTRACTOR SURVEYING		1	18,275.00	\$18,275.00		100%	\$18,275.00	0	\$18,275.00	100%	\$0.00			
107	RAILROAD INSURANCE & FLAGGING		1	35,625.00	\$35,625.00		100%	\$35,625.00	0	\$35,625.00	100%	\$0.00			
109	MOBILIZATION		1	126,400.00	\$126,400.00		100%	\$126,400.00	0	\$126,400.00	100%	\$0.00			
202	REMOVAL OF STRUCTURES & OBSTRUCTIONS		1	113,715.00	\$113,715.00		100%	\$113,715.00	0	\$113,715.00	100%	\$0.00			
202	REMOVAL OF FENCE		370	5.25	\$1,942.50		370	\$1,942.50	0	\$1,942.50	100%	\$0.00			
202	REMOVAL & RESETTING OF STEEL BRIDGE SECTIONS		1	87,300.00	\$87,300.00		100%	\$87,300.00	0	\$87,300.00	100%	\$0.00			
202	REPLACEMENT OF DECK JOINTS		19	130.00	\$2,470.00		19	\$2,470.00	0	\$2,470.00	100%	\$0.00			
202	REPLACEMENT OF LANDING & STEPS		1	2,640.00	\$2,640.00		100%	\$2,640.00	0	\$2,640.00	100%	\$0.00			
212	DRY EXCAVATION		1510	4.70	\$7,097.00		1760	\$8,272.00	0	\$8,272.00	117%	-\$1,175.00			
212	BACKFILL		1085	10.00	\$10,850.00		2416	\$24,160.00	0	\$24,160.00	223%	-\$13,310.00			
301	CRUSHER RUN BASE		320	37.50	\$12,000.00		320	\$12,000.00	0	\$12,000.00	100%	\$0.00			
501	STRUCTURAL STEEL		20000	1.15	\$23,000.00		20000	\$23,000.00	0	\$23,000.00	100%	\$0.00			
503	PEDESTRIAN RAILING (SPECIAL)		410	120.00	\$49,200.00		410	\$49,200.00	0	\$49,200.00	100%	\$0.00			
512	ELASTOMERIC COMP JOINT SEAL		57	43.00	\$2,451.00		57	\$2,451.00	0	\$2,451.00	100%	\$0.00			
513	CLASS A CONCRETE		71	775.00	\$55,025.00		114	\$87,962.50	0	\$87,962.50	160%	-\$32,937.50			
513	CLASS B CONCRETE		309	600.00	\$185,400.00		327	\$196,200.00	0	\$196,200.00	106%	-\$10,800.00			
514	REINFORCING STEEL		38000	1.10	\$41,800.00		38000	\$41,800.00	0	\$41,800.00	100%	\$0.00			
514	REINFORCING STEEL (COATED)		18600	1.15	\$21,390.00		18600	\$21,390.00	0	\$21,390.00	100%	\$0.00			
515	BRIDGE DECK REPAIR CLASS I-A		10	200.00	\$2,000.00		0	\$0.00	0	\$0.00	0%	\$2,000.00			
515	BRIDGE DECK REPAIR CLASS I-B		10	300.00	\$3,000.00		0	\$0.00	0	\$0.00	0%	\$3,000.00			
515	BRIDGE DECK REPAIR CLASS II-B		7	300.00	\$2,100.00		0	\$0.00	0	\$0.00	0%	\$2,100.00			
516	PAINT REPAIR -STRUCTURAL STEEL CLEANING TYPE A		8500	5.65	\$48,025.00		8500	\$48,025.00	0	\$48,025.00	100%	\$0.00			
516	PAINT REPAIR -STRUCTURAL STEEL CLEANING TYPE B		8500	3.75	\$31,875.00		8500	\$31,875.00	0	\$31,875.00	100%	\$0.00			
516	PAINT REPAIR -STRUCTURAL STEEL COATING		17000	5.00	\$85,000.00		17000	\$85,000.00	0	\$85,000.00	100%	\$0.00			
599	CONCRETE REPAIR MATERIAL		50	90.00	\$4,500.00		0	\$0.00	0	\$0.00	0%	\$4,500.00			
604	GEOCOMPOSITE DRAIN		190	26.00	\$4,940.00		190	\$4,940.00	0	\$4,940.00	100%	\$0.00			
607	RESET FENCE		370	8.50	\$3,145.00		370	\$3,145.00	0	\$3,145.00	100%	\$0.00			
608	SIDEWALK SPECIAL (CONC)		23	110.00	\$2,530.00		168	\$18,524.00	0	\$18,524.00	732%	-\$15,994.00			
	CHANGE ORDER #1		1	\$7,722.25	\$7,722.25		1	\$7,722.25	0	\$7,722.25	100%	\$0.00			
	CHANGE ORDER #2		1	\$9,700.00	\$9,700.00		1	\$9,700.00	0	\$9,700.00	100%	\$0.00			
	CHANGE ORDER #3		1	\$5,048.00	\$5,048.00		1	\$5,048.00	0	\$5,048.00	100%	\$0.00			
	Totals				\$1,006,165.75			\$1,068,782.25	\$0.00	\$1,068,782.25		-\$62,616.50			

EJCDC No. C-620 (2002 Edition)

Page 2a of 3

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of American and the Construction Specifications Institute.



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: May 25, 2011	Department: Finance
Meeting Date: June 7, 2011	Department Head: Jeff Nieters
	Presenter: Jeff Nieters

**Subject:** Approval of a Maintenance Agreement with Avrio Group for the Citywide Wireless System

**Purpose Statement:** To provide ongoing maintenance for the wireless system to keep it current and minimize down time of the Police Department.

**Background/Alternatives:** The City is in the process of installation of a new citywide wireless system. Avrio Group is currently installing the system. In order to keep the system working properly, city staff recommends the Governing Body approve the maintenance agreement with the Avrio Group.

**Attachments:** Agreement with the Avrio Group

**Fiscal Impact:** \$34,367 per year

**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 contract with the Avrio Group in the amount of \$34,367 per year

# Wireless Mesh System Support Agreement

## *Unlimited 4 Hour Response Plan*

THIS AGREEMENT is made and entered into as of June 21, 2011 between Avrio Group Surveillance Solutions, LLC (AVRIO), a Delaware corporation with its principal place of business at 8 S. West St, Suite 101, Easton, MD 21601 ("Avrio"), and City of Green River, WY (CLIENT) a Wyoming Municipal Corporation. For a period of three (3) year from the date hereof (the "Maintenance Term"), AVRIO will supply the services described in Section 1 below ("Services") to the CLIENT with respect to the products described in Section 4 below ("Products") and referenced in Schedule A.

### 1. INCLUDED SERVICES

Subject to the terms of this Agreement, AVRIO agrees to supply the following services to CLIENT (the "Covered Maintenance"):

- Unlimited number of incidents including 4 hour response 24 hours a day, 7 days a week.
- Onsite support services during normal business hours (M-F, 8AM – 5:30PM LOCAL TIME). All onsite support is included in the maintenance price.
- Ability to use telephone, or e-mail for all support incidents including end-user support:
- Some requests will be reviewed by remote VPN access. If the problem persists, an onsite service call will be scheduled.
- Resolved maintenance requests will be communicated by phone or email.
- Hardware replacement, RMA and warranty repair will be scheduled with the CLIENT.
- Firmware or software updates to all systems will be performed on an as-needed basis.
- Preventative maintenance will be performed on an as-needed basis.

### Notes:

- Avrio Group will not charge for support for up to 30 days after project signoff.
- All covered product is fully warranted (i.e., repair or replacement) as long as this Agreement is in effect.
- Pursuant to the terms of this Agreement, any service and labor charges not covered under the terms of this Agreement shall be charged by AVRIO at the following rates: Mon-Fri \$150.00/hr; Sat, Sun & Holidays \$250/hr. Hours billed after normal working hours (9am-5pm) will be billed at 1.5 times the hourly rate. Travel expenses and subcontractor fees which could include within other special tools such as man-lifts or cranes are additional and charged as well. One way travel time at normal hourly rates will also be invoiced.

## 2. **AVRIO RESPONSIBILITIES**

During the Maintenance Term:

- AVRIO will use commercially reasonable efforts to assist the CLIENT to resolve problems in its use of the system as described in Section 1. AVRIO makes no guarantee that it can, or will, solve any problems with respect to the system presented by the CLIENT, and further disclaims any warranties above and beyond any limited warranties expressly made by AVRIO in the statement of work terms and conditions.
- AVRIO will provide CLIENT with Maintenance Updates, which, in AVRIO sole determination, correct application problems that are reasonably likely to prevent substantially full utilization of Product(s).
- AVRIO will offer Services for the then current release of Product(s). Avrio will also offer Services for the release of Product(s) immediately preceding the then-current release for not less than twelve (12) months from the date of such release.

## 3. **CLIENT RESPONSIBILITIES**

- CLIENT is responsible for any hardware and software not installed by AVRIO including (i) networking equipment, (ii) file access and control systems (iii) workstation and/or server software.
- CLIENT is responsible for providing secure remote broadband access, as a minimum, to the system. Administrative rights and login will be provided to AVRIO allowing for support and monitoring of the CLIENT installation.
- CLIENT is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the system.
- CLIENT is responsible for requesting any Maintenance Term extension. In the event that CLIENT does not request and pay for a Maintenance Term extension, AVRIO makes no guarantee that Services will be supplied.
- After expiration, CLIENT may resume the Services by payment of the then current annual Maintenance and Support Fee.

## 4. **PRODUCTS COVERED IN AGREEMENT**

PROXIM EQUIPMENT, SOFTWARE, FIRMWARE, CABLES AND MISC. BRACKETS AND CONNECTORS

5. **ANNUAL MAINTENANCE FEE:** Customer will pay AVRIO an annual maintenance fee for the Services ("Maintenance and Support Fee"), which shall be paid within thirty (30) days of the date of invoice. If Customer breaches any of its obligations under this Section 5, AVRIO may in its sole discretion terminate this Agreement by providing written notice and/or refusing to provide the Services.

Customer's annual maintenance fee is \$34,367 (thirty four thousand three hundred sixty seven & 00/100 dollars)

6. **EQUIPMENT MAINTENANCE:** AVRIO agrees, subject to the other terms of this Agreement, to keep the CLIENT's Equipment, as described on the attached Schedule A (hereinafter referred to as "Equipment"), in satisfactory operation and to make all repairs and adjustments to the Equipment, and to supply such parts as may be required which are incidental to the maintenance of the Equipment. Such maintenance shall be provided to the CLIENT at the Equipment's location subject.

7. **MAINTENANCE RATES:** The Maintenance and Support Fee as set forth above shall be valid for the first year of this Agreement but is subject to change by AVRIO at the beginning of each renewal period of this Agreement. AVRIO may, without notice to CLIENT, and at any time, change its charges for such parts, services, and labor which are not covered under this Agreement.

8. **EXCLUSIONS FROM COVERED MAINTENANCE:** The following labor and services shall be expressly excluded from the Maintenance provisions of this Agreement: (1) Services required due to change or alterations in Equipment specifications not performed by AVRIO personnel, (2) Services required due to supply items that do not meet AVRIO specifications or standards, (3) Installation, moving, or removing of the Equipment, options, attachments or cables, (4) Replacement of consumable items, supplies or accessories (such as ink cartridges, disks, paper, scanners lamps, pad assemblies, pick rollers, etc.), (5) Replacement of parts, repair of damage or increase in Service Time to Equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the Equipment was intended, (6) Problems related to software (other than the internal operating system software), whether such software is program files or data files on either tape, floppy disks, hard disks or any other kind of media, (7) Electrical work external to the Equipment or maintenance of accessories, attachments or other devices not listed on the Schedule A, (8) Service or repair due to failure of electrical power, air conditioning or humidity control, (9) Refinishing of Equipment, (10) Work requested by CLIENT for rearrangement, such as additional wiring, moving other equipment or cables, relocating Equipment or repairing a previously prepared site or station to make it operational, and (11) Specific requests by CLIENT for maintenance which is in addition to Covered Maintenance requirements.

9. **SOFTWARE RELATED PROBLEMS:** Upon a determination by a AVRIO engineer that a problem is related to software (other than internal operating system software), and thereby excluded from the Covered Maintenance provisions of this Agreement, the engineer will immediately notify the CLIENT and the CLIENT will be subject only to AVRIO minimum charge for service and labor. All further work thereafter regarding such problem, shall be at AVRIO normal rates for said service.

10. **CUSTOMER OBLIGATION:** CLIENT shall: (1) immediately notify AVRIO of any Equipment malfunction requiring the services hereunder, (2) only use attachments and supplies which are compatible and suitable for use with

the Equipment, (3) allow free and full access to the Equipment in order to allow AVRIO to provide service, and (4) have a company representative present while the Equipment is being serviced.

11. **CHARGES TO CUSTOMER:** In addition to the Maintenance and Support Fee, the CLIENT shall be subject to the following charges: (1) Labor and Service charges for Labor and Service performed which is outside the Covered Maintenance mentioned above, (2) Parts not covered by the Covered Maintenance, (3) All maintenance charges are exclusive of applicable federal, state or local taxes and CLIENT shall pay or reimburse AVRIO for any such taxes and AVRIO may add such taxes to the invoices submitted to CLIENT, and (4) All Maintenance charges are subject to increase or decrease upon any change in specifications for Equipment or upon addition of features or attachments thereto. CLIENT shall pay AVRIO for all supplies and consumables utilized by CLIENT in the use of the Equipment or by AVRIO in the performance of the Covered Maintenance.

12. **UNAUTHORIZED SERVICE OF EQUIPMENT:** The repair of the Equipment by anyone other than an authorized engineer of AVRIO or a CLIENT technician trained by AVRIO or AVRIO designee, will, at AVRIO option, be cause to void this Agreement. If such unauthorized repair occurs and AVRIO chooses to void this Agreement then all payments made by CLIENT pursuant to this Agreement shall be forfeited to AVRIO as liquidated damages.

13. **PAYMENT:** The CLIENT must pay to AVRIO the amount shown in section 5 of this Agreement within 15 days from the date of the invoice presented to CLIENT pursuant to this Agreement. CLIENT's failure to deliver payment within this time period shall, at AVRIO option, render this Agreement void. Future payments of invoices delivered to CLIENT under the terms of this Agreement, shall be due within 15 days from the date of the AVRIO invoice. In addition to any other remedies allowed by law AVRIO may assess up to 18% interest per annum for late payment.

14. **FORCE MAJEURE:** AVRIO shall not be liable to CLIENT for any delay or failure by AVRIO to perform its obligations under this Agreement if such delay or failure arises from any cause(s) beyond the reasonable control of AVRIO, including but not limited to third party labor disputes, third party strikes, other third party labor or industrial disturbances, act of God, floods, lightning, earthquakes, shortages of materials, rationing, utility or communication failures, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, new or changed regulations or orders of any governmental agency or subdivision thereof, or temporary unavailability of four (4) hours or less of qualified service personnel at AVRIO's office due to service call(s) received before CLIENT's call.

15. **TERMINATION OF AGREEMENT:** AVRIO or CLIENT may terminate this Agreement at any time with thirty (30) days written notice.

16. **NOTICES:** Any notice, request, instruction or other document pertaining to this Agreement shall be in writing and delivered personally, or by registered or certified mail to the appropriate party at the address specified on the cover page.

17. **MISCELLANEOUS:** CLIENT agrees not to relocate any Equipment to another address without AVRIO express written approval. This Agreement shall be governed by the laws of the State of Wyoming and constitutes the entire agreement between the parties hereto with respect to Maintenance of the Equipment set forth herein, The terms and provisions of this Agreement shall prevail over any conflicting, additional or other terms appearing on document submitted by CLIENT or by AVRIO at any time. Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the CLIENT without express written approval from AVRIO . Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by AVRIO without express written approval from CLIENT.

18. **INDEPENDENT CONTRACTOR STATUS:** AVRIO shall be in the relationship of independent contractor with CLIENT, and nothing herein shall be construed as creating, at any time, the relationship of employer and employee between the parties hereto, nor shall this Agreement be construed as creating any relationship whatsoever between CLIENT and AVRIO employees. AVRIO has sole authority and responsibility to employ, discharge, and otherwise control its employees, and neither AVRIO, nor any of its employees are, or shall be deemed to be, employees of CLIENT.

19. **ACCEPTANCES**

<b>Avrio Group Surveillance Solutions, LLC</b>	<b>City of Green River, Wyoming</b>
By: (Signature)	By: (Signature)
Name: Darrin Lipscomb	Name:
Title: President	Title:
Date	Date

## SCHEDULE A (EQUIPMENT LIST)

**ServPak**  
Services Contract



### Proxim ServPak Service Contract Confirmation

ServPak Support Contact: **1-800-820-3886**

Contract # - 020-3662  
End User - City of Green River  
Coverage Type - 24x7Enhanced  
Contract Period - 03/29/2010 - 03/29/2013  
Billing Date - 03/26/10

Items Covered -	<u>PART #</u>	<u>SERIAL #</u>
	4954-BSUR-US	09UC50800118
	4954-BSUR-US	09UC50800129
	4954-BSUR-US	09UC50800102
	4954-BSUR-US	09UC50800081
	4954-BSUR-US	09UC50760088
	4954-BSUR-US	09UC50760046
	4954-BSUR-US	09UC49800026
	4954-BSUR-US	09UC50760079
	4954-BSUR-US	09UC50800057
	4954-BSUR-US	09UC50760103
	4954-BSUR-US	09UC50800058
	4954-BSUR-US	09UC50760095
	4954-BSUR-US	09UC50800100
	4954-BSUR-US	09UC50760100
	4954-BSUR-US	09UC50760102
	4954-BSUR-US	09UC50760045
	4954-BSUR-US	09UC50800066
	4954-BSUR-US	09UC50760041
	4954-BSUR-US	09UC50800053
	4954-BSUR-US	09UC50800050
	4954-BSUR-US	09UC50760093
	4954-BSUR-US	09UC50800112
	4954-BSUR-US	09UC50800097
	4954-BSUR-US	09UC50800094
	4954-BSUR-US	09UC50800098
	4954-BSUR-US	09UC50760108
	4954-BSUR-US	09UC50760090
	4954-BSUR-US	09UC50800111
	4954-BSUR-US	09UC50800080

Proxim Wireless Corporation

1561 Buckeye Drive

Milpitas, CA 95035

**ServPak**  
Services Contract



4954-BSUR-US	09UC50760101
4954-SUR-US	09US47980117
4954-SUR-US	09US47980108
4954-SUR-US	09US47980110
4954-SUR-US	09US47980126
4954-SUR-US	09US47980125
4954-SUR-US	09US47980116
4954-SUR-US	09US47980124
4954-SUR-US	09US47980111
4954-SUR-US	09US47980112
4954-SUR-US	09US47980098
4954-SUR-US	09US47980103
4954-SUR-US	09US47980105
4954-SUR-US	09US47980106
4954-SUR-US	09US47980099
QB-8150-EPR-US	09LT44000053
QB-8150-EPR-US	09LT44000054
QB-8150-EPR-US	09LT44000051
QB-8150-EPR-US	09LT44000052
QB-8150-EPR-US	09LT44000059
QB-8150-EPR-US	09LT44000060
4954-SUA-US	09US51980079
4954-SUA-US	09US51980071
4954-SUA-US	09US51980074
4954-SUA-US	09US51980070
4954-SUA-US	09US51980075
4954-SUA-US	09US51980069
4954-SUA-US	09US51980068
4954-SUA-US	09US51980080
4954-SUA-US	09US51980067
4954-SUA-US	09US51980072
4954-SUA-US	09US51980073
4954-SUA-US	09US51980082
4954-SUA-US	09US51980081
4954-SUA-US	09US51980077
4954-SUA-US	09US51980076
4954-SUA-US	09US51980078

**Customer Troubleshooting:** In the event of a suspected Product failure, the customer shall contact Proxim Global Services and make all reasonable efforts to troubleshoot and document the Product failure in accordance with recommendations provided by Proxim Support personnel. Customer's failure to implement Proxim recommendations may result in limited Support or additional costs to customer.

**Advance Hardware Replacement:** When advance hardware replacement is provided, Customer agrees to return the original Product, at Customer's expense in accordance with Proxim's instructions, within 15 days after receipt of the replacement or pay for the

Proxim Wireless Corporation

1561 Buckeye Drive

Milpitas, CA 95035

**ServPak**  
**Services Contract**



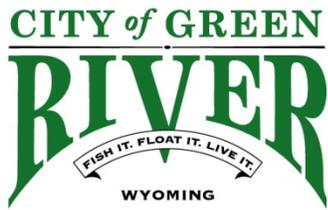
replacement Product at the then-current list price. Proxim will ship next business day delivery of advanced replacement hardware, provided the request is received between 8:00 am - 2:00 pm (PST) Monday thru Friday.

For questions/concerns pertaining to your ServPak contract, you may email us at [ServPak@proxim.com](mailto:ServPak@proxim.com).

Proxim Wireless Corporation

1561 Buckeye Drive

Milpitas, CA 95035



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: May 27, 2011	Submitting Department: Parks and Recreation
Meeting Date: June 7, 2011	Department Director: Allan Wilson, Interim Director
	Presenter: Consent Agenda Item

**SUBJECT: Horse Corral Lease Agreement approval for Josh & Leeann Jessen for corrals # 79 and # 80**

*(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:

Josh & Leeann Jessen, Corrals # 79 and #80

**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:**

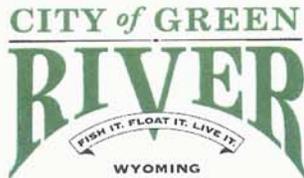
The lease agreement was adopted in April 1997 and is valid until April 14, 2022.

**RECOMMENDATION:**

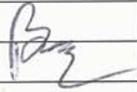
Staff recommends the Governing Body approve this lease agreement.

**SUGGESTED MOTION:**

I move to approve the lease agreement between the City of Green River and Josh & Leeann Jessen for horse corrals # 79 and #80



City Council Meeting  
Agenda Documentation

Preparation Date: 5/23/11	Submitting Department: Administration	
Meeting Date: 6/7/11	Department Director: Barry Cook	
	Presenter: Barry Cook	

**SUBJECT** Donate Surplus Bus to SW-WRAP

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**PURPOSE STATEMENT**

Southwest Wyoming Recovery Access Programs (SW-WRAP) is asking the City of Green River to donate a "surplused" bus for use in their Youth Enrichment Programs (YEP).

**BACKGROUND - ALTERNATIVES**

The City has surplused the 1990 Ford E-350 EconoBus formerly used in our work-restitution program. We no longer have need for the bus, and maintenance costs to fix it up would be cost-prohibitive.

**ATTACHMENTS**

Letter of request from SW-WRAP

**FISCAL IMPACT**

Paperwork to transfer ownership of the bus "as is" to SW-WRAP.

**STAFF IMPACT**

N/A

**LEGAL REVIEW**

Request has been reviewed by legal counsel.

**RECOMMENDATION**

Grant SW-WRAP's request

**SUGGESTED MOTION**

I MOVE to donate the 1990 Ford E-350 EconoBus "as is" to SW-WRAP.

May 16, 2011

Mayor Castillon & City Council  
City of Green River  
50 East 2<sup>nd</sup> North  
Green River, WY 82935



RE: Request for Surplus Vehicle

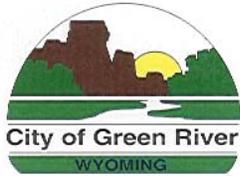
Southwest Wyoming Recovery Access Programs (SW-WRAP), a 501(c)(3) charitable organization, respectfully requests that the City of Green River donate the 1990 Ford E-350 EconoBus, orange & white in color, that is currently in City Surplus. We understand that we would receive the bus in "as-is" condition and that SW-WRAP will be responsible for all needed maintenance and repairs.

The vehicle will be used to benefit our "Youth Enrichment" program that focuses on activities for children and youths enrolled in Sweetwater County School District #2. Our EIN is 26-1956622.

We would appreciate having our request be put on the agenda of a June 2011 Council Meeting.

Sincerely,

Rev. Dr. Cathie L. Hughes, CEO/Executive Director  
SW-WRAP & Wyoming Aging & Disabled Resource Center



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: May 23, 2011	Submitting Department: Finance
Meeting Date: June 7, 2011	Department Director: Jeff Nieters
	Presenter:

Subject: Document Center Annual Monthly Maintenance Agreement

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### Purpose Statement

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

### Background/Alternatives

This agreement is an automatically renewable maintenance agreement with Copier & Supply for the document center in the Purchasing/IT divisions. This agreement covers both labor and materials as needed by normal usage of the machine. The cost is a per copy charge of \$.012 and the agreement covers the calendar year January – December 2011.

### Attachments

Maintenance Agreement

### Fiscal Impact

Funds are available in 10-160-6260.

### Staff Impact

N/A

### Legal Review

Agreement has been approved to form by City Attorney.

### Recommendation

Approve Annual Monthly Maintenance Agreement.

### Suggested Motion

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

\*COPIERS

\*FAXES

\*SHREDDERS

# COPIER & SUPPLY CO., INC.

*Serving Southwest Wyoming Since 1974*

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

\*SALES

\*SERVICE

\*SUPPLIES

## MAINTENANCE AGREEMENT

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

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

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

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

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

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

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

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

Make: Savin Model: 8045SPF Serial Number: K9465901612  
Actual Location: Purchasing Dept **BEGINNING METER: 439,710**

THIS CONTRACT WILL BE IN EFFECT FROM:  
01/02/2011 TO 01/01/2012

Base Price: \$CPC

Copy Allowance: B&W 0 Excess Copy Charge: B&W .012 Start Date: 1/02/2011  
Color NA Color NA MA Period: 1 Year

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

**INVOICE NUMBER** MONTHLY  
**DOES NOT INCLUDE STAPLES**

Authorized By: \*\*  
TITLE: \_\_\_\_\_  
COMPANY: CITY OF GREEN RIVER  
ADDRESS: 50 East 2<sup>nd</sup> North  
Green River, WY 82935

*Copier & Supply's Authorized Signature*

*\*Charges are subject to sales tax where applicable*

CUSTOMER CONTACT: 872-6123 Trish

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