

January 4, 2012

0403

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## PUBLIC NOTICE

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### PUBLIC HEARING NOTICE

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

1. Review of a proposed Language Amendment to the City of Green River Code Book of Ordinances as follows:

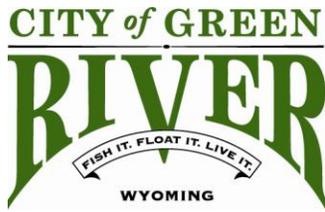
Amending Appendix B. Zoning, Section 9.2 Table of Uses, adding Child Care Center, subject to the State of Wyoming Requirements (1.312) as a permitted use in the PB District (Planned Neighborhood Commercial District) and adding Family Child Care Center, subject to the State of Wyoming Requirements (1.311) as a permitted use in the PB District (Planned Neighborhood Commercial District).

The public is invited to give testimony or submit written comments on this item. Please contact Laura Leigh, Director of Community Development at 872-6146 with any questions regarding this language amendment. Copies of the proposed Ordinance are available in the Community Development Department at Green River City Hall.

Yvonne Kelley, Recording Secretary

January 4, 11, 2012

8406



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: 1/10/12	Submitting Department: Community Development
Meeting Date: 1/17/12	Department Director: Laura Leigh
Public Hearing and 1 <sup>st</sup> Reading	Presenter: Laura Leigh

**Subject:** Language Amendment – Including Child Care Centers and Family Child Care Centers as permitted uses in the PB Zoning District.

**Purpose Statement:** Public Hearing and 1<sup>st</sup> Reading Review of a proposed Language Amendment to the City of Green River Code Book of Ordinances as follows:

Amending Appendix B. Zoning, Section 9.2 Table of Uses, adding Child Care Center and Family Child Care Center, subject to the State of Wyoming Requirements (1.311 and 1.312) as permitted uses in the PB District (Planned Neighborhood Commercial District).

**Background/Alternatives:** Staff received an inquiry from the public regarding the reason that a Child Care Center and a Family Child Care Center are not permitted uses in the PB District. The intention of the PB District as stated in Chapter 4, Section 4.1 (A) of the Zoning Ordinance is as follows: “A planned neighborhood commercial district, intended for retail and service-related businesses that would interrelate with the surrounding adjacent neighborhoods.”

Definitions:

**Child Care Center** – Any private person, partnership, association or corporation that is operating a state licensed business for profit or otherwise, where sixteen (16) or more children receive care for part of the day.

**Family Child Care Center** – A state licensed child care facility in which care is provided for eleven (11) to fifteen (15) unrelated children from more than one (1) immediate family for part of a day which may be in a commercial type structure.

**Attachments:**

1. Section 9.2 Table of Uses
2. Ordinance
3. Red-lined Ordinance

**Fiscal Impact:** NA

**Staff Impact:** NA

**Legal Review:** Pending

**Recommendation:** Recommend approval on first reading an ordinance amending Appendix B. Zoning, Section 9.2 Table of Uses, adding Child Care Center and Family Child Care Center, subject to the State of Wyoming Requirements (1.311 and 1.312) as permitted uses in the PB District (Planned Neighborhood Commercial District).

**Suggested Motion:** I move to approve on first reading an ordinance amending Appendix B. Zoning, Section 9.2 Table of Uses, adding Child Care Center and Family Child Care Center, subject to the State of Wyoming Requirements (1.311 and 1.312) as permitted uses in the PB District (Planned Neighborhood Commercial District).

**Section 9.2. Table of uses.**

The following tables list uses that are regulated through the zoning ordinance. The uses are listed and a corresponding letter is printed for each zoning district. The letter "X" means the use is prohibited for that particular district. The letter "P" designates uses that are permitted in that particular district. The letter "S" means that a use may be permitted in a particular district, subject to approval by special review. The letters "CUP" mean that a conditional use permit must be obtained before the use is permitted in a that particular district.

The presumption established by this chapter is that all legitimate uses of land are permissible within at least one zoning district. Therefore, because the list of permissible uses set forth cannot be all-inclusive, those uses that are listed shall be interpreted liberally to include other uses that have similar impacts to the listed uses. Notwithstanding, all uses that are not listed, even given the liberal interpretation mandated, are prohibited.

In the event that disagreements exist regarding the interpretation of a particular permissible use, appeals may be heard by the planning and zoning commission.

APPENDIX B ZONING  
LAND USE TABLE

TABLE INSET:

Land Use Description	O	GB C	BB C	R- 1	R- 2	R- 3	R- 4	M H	RC	P B	B - 1	B - 2	I - 1	I - 2	Parking Require ments
1.00 RESIDENTIA L:															
1.100 Single Unit Dwelling:															
1.110 Single Unit Detached:															
1.111 Site- built and Modular	X	X	X	P	P	P	P	P	X	X	X	P	X	X	2/Dwelli ng Unit
1.112 Mobile Home	X	X	X	X	X	X	X	P	X	X	X	X	X	X	2/Dwelli ng Unit
1.113 Mobile Home Park or Subdivision	X	X	X	X	X	S	S	P	X	X	X	X	X	X	2/Dwelli ng Unit
1.200 Multi- Unit	X	X	X	X	X	P	P	X	X	X	X	S	X	X	2/Dwelli ng Unit

Dwelling																
1.300 Homes Emphasizing Special Services, Treatment or Supervision:																
1.310 Family Child Care Home, subject to State of Wyoming requirements	X	X	X	CU P	CU P	CU P	CU P	CU P	CU P	X	X	X	X	X	1/600 Sq. Ft.	
1.311 Family Child Care Center, subject to State of Wyoming requirements	X	X	X	X	X	CU P	CU P	X	X	P X	X	X	X	X	1/600 Sq. Ft.	
1.312 Child Care Center, subject to State of Wyoming requirements	X	X	X	X	X	X	X	X	X	P X	P	P	X	X	1/600 Sq. Ft.	
1.320 Nursing Homes and Retirement Homes	X	X	X	X	X	P	P	X	X	X	P	P	X	X	1/300 Sq. Ft.	
1.330 Nursing Institutions and Retirement Institutions	X	X	X	X	X	X	P	X	X	X	P	P	X	X	1/600 Sq. Ft.	
1.340 Group Foster Family Care	X	X	X	X	P	P	P	X	X	X	X	X	X	X	2/Dwelli ng Unit	
1.350	X	X	X	X	X	X	P	X	X	X	X	X	X	X	1/600	

## ORDINANCE NO 12-\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 9.2 TABLE OF USES OF APPENDIX B - ZONING OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, PERTAINING TO CHILD CARE CENTERS AND FAMILY CHILD CARE CENTERS IN THE PB ZONING DISTRICT.

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 amending Section 9.2 Table of Uses, Land Use Description 1.311 of Appendix B – Zoning, as follows:

Land Use Description	O	GBC	BBC	R-1	R-2	R-3	R-4	MH	RC	PB	B-1	B-2	I-1	I-2	Parking Requirements
1.311 Family Child Care Center, subject to State of Wyoming Requirements	X	X	X	X	X	C C P	C C P	X	X	P	X	X	X	X	1/600 Sq. Ft.

**Section 2:** That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by amending Section 9.2 Table of Uses, Land Use Description 1.312 of Appendix B – Zoning, as follows:

Land Use Description	O	GBC	BBC	R-1	R-2	R-3	R-4	MH	RC	PB	B-1	B-2	I-1	I-2	Parking Requirements
1.312 Child Care Center, subject to State of Wyoming Requirements	X	X	X	X	X	X	X	X	X	P	P	P	X	X	1/600 Sq. Ft.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of February, 2012.

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

ATTEST:

\_\_\_\_\_  
Jeffrey V. Nieters, City Clerk

First Reading:

Second Reading:

Third Reading:

## ORDINANCE NO 12-\_\_\_\_\_

AN ORDINANCE AMENDING SECTION 9.2 TABLE OF USES OF APPENDIX B - ZONING OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, PERTAINING TO CHILD CARE CENTERS AND FAMILY CHILD CARE CENTERS IN THE PB ZONING DISTRICT.

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 amending Section 9.2 Table of Uses, Land Use Description 1.311 of Appendix B – Zoning, as follows:

Land Use Description	O	GBC	BBC	R-1	R-2	R-3	R-4	MH	RC	PB	B-1	B-2	I-1	I-2	Parking Requirements
1.311 Family Child Care Center, subject to State of Wyoming Requirements	X	X	X	X	X	C C P	C C P	X	X	<del>X</del> P	X	X	X	X	1/600 Sq. Ft.

**Section 2:** That the Code of Ordinances, City of Green River, Wyoming, is hereby amended by amending Section 9.2 Table of Uses, Land Use Description 1.312 of Appendix B – Zoning, as follows:

Land Use Description	O	GBC	BBC	R-1	R-2	R-3	R-4	MH	RC	PB	B-1	B-2	I-1	I-2	Parking Requirements
1.312 Child Care Center, subject to State of Wyoming Requirements	X	X	X	X	X	X	X	X	X	<del>X</del> P	P	P	X	X	1/600 Sq. Ft.

PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of February, 2012.

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

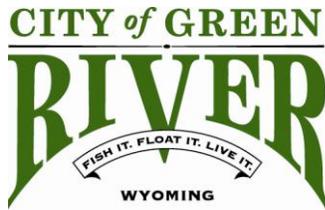
ATTEST:

\_\_\_\_\_  
Jeffrey V. Nieters, City Clerk

First Reading:

Second Reading:

Third Reading:



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: 1/05/12	Submitting Department: FINANCE
Meeting Date: 1/17/12	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

Subject:

Ordinance - Amendment of Chapter 4: Alcoholic Beverages, Section 4-35 (e)

Purpose Statement

To amend the Green River Code of Ordinance, Chapter 4: Alcoholic Beverages, Section 4-35 (e). Pertaining to Restaurant license: Section (e) *information for renewal*; Item (1) "A list of employees and the category of each employee's duties"

Background/Alternatives

This information was required to be filled out on the restaurant liquor license renewal and is now no longer required.

Attachments

Ordinance - First Reading

Fiscal Impact

None

Staff Impact

None

Legal Review

NA

Recommendation

Approval of the Ordinance on first reading

Suggested Motion

I Move To approve the Ordinance to amend the Green River Code of Ordinances, City of Green River, State of Wyoming, Chapter 4: Alcoholic Beverages, Section 4-35 (e)

ORDINANCE NO. 12-\_\_\_\_\_

**AN ORDINANCE TO AMEND THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, CHAPTER 4: ALCOHOLIC BEVERAGES, SECTION 4-35(E)**

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

That Chapter 4: Alcoholic Beverages; Section 4-35 Restaurant license; Subsection (e) *Information for renewal*; Item (1): "A list of employees and the category of each employee's duties" be removed from the Green River Code of Ordinances, City of Green River, State of Wyoming.

PASSED, ADOPTED AND APPROVED ON this \_\_\_\_\_ day of February, 2012.

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

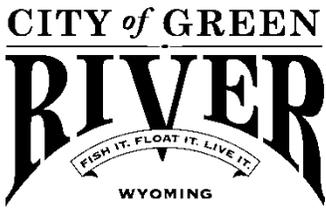
Attest:

\_\_\_\_\_  
Jeffrey V. Nieters, City Clerk

First Reading:

Second Reading:

Third Reading:



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: January 11, 2012	Department: Public Works
Meeting Date: January 17, 2012	Department Head: Mike Nelson
	Presenter: Mike Nelson

**Subject: Sewer Service Lines – Ownership, Operation and Maintenance Responsibilities**

**Purpose Statement:**

To Amend Section 25-17 of the Green River Code of Ordinances to set forth ownership operation and maintenance of sewer service lines

**Background/Alternatives:**

Several communities were contacted regarding the procedure they use for ownership and maintenance of sewer service lines. Of the ten communities contacted, in eight of the communities, the sewer service is the responsibility of the property owner. Information was presented at the December 13, 2011 Council Workshop.

From the Workshop, direction was given to staff to clarify the existing ordinance and define the property owner as being responsible for the sewer service.

Drawings of ownership of services to property are attached, this is for information only.

At the December 20, 2011 Council Meeting the City also agreed to participate in the NLC Service Line Warranty Program.

**Attachments:**

Ordinance and Ownership Drawing (information only)

**Fiscal Impact:**

None

**Staff Impact:**

Minimal

**Legal Review:**

Complete; Ordinance revisions prepared by City Attorney

**Recommendation:**

To pass on first reading the revision to Section 25-17 of the City Code of Ordinances

**Suggested Motion:**

“I move to pass on first reading the revision to Section 25-17 of the City Code of Ordinances.”

**ORDINANCE NO. 12-\_\_\_\_\_**

AN ORDINANCE AMENDING SECTION 25-17 OF THE GREEN RIVER CODE OF ORDINANCES, CITY OF GREEN RIVER, STATE OF WYOMING, TO SET FORTH OWNERSHIP, OPERATION AND MAINTENANCE OBLIGATIONS REGARDING SEWER SERVICE LINES AND CONNECTIONS TO THE CITY'S SEWER MAIN.

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

**Section 1:** That Section 25-17 of the Green River Code of Ordinances, City of Green River, Wyoming, is hereby amended to modify the Section title description and add a new paragraph (e) as follows:

**Sec. 25-17. - Private sewage disposal; connection to public system when available; ownership, operation and maintenance responsibilities .**

...

(e) the city's ownership of, and operation and maintenance responsibility for, city sewer services shall extend only to the location of any sewer saddle wye or tee on the city's sewer main. Any connection to the city's sewer main shall be subject to prior approval and the requirements of the city, but shall be accomplished at the sole expense and responsibility of the owner of the property connecting to the city sewer main, to include the installation of any saddle wye or tee to the city's sewer main and the installation of any sewer service line from such saddle wye or tee to, and its connection with, such property. Any sewer saddle wye or tee and sewer service line connected to the city's sewer main shall at all times be owned, operated and maintained at the sole responsibility and expense of the owner of the property so connected.

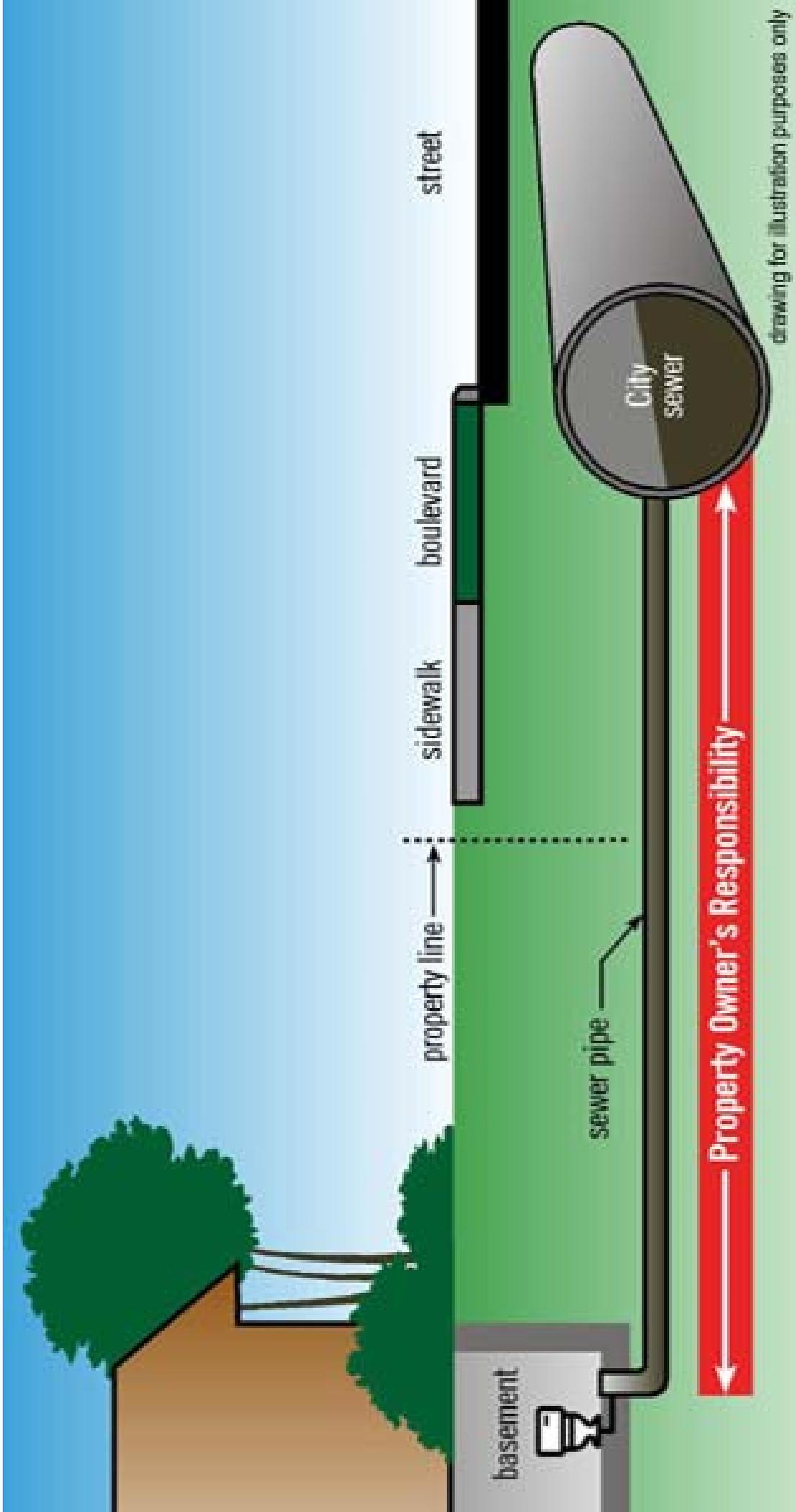
PASSED, ADOPTED AND APPROVED this \_\_\_\_\_ day of February, 2012.

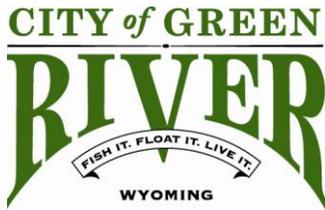
\_\_\_\_\_  
H. Castillon, Mayor

ATTEST:

\_\_\_\_\_  
Jeffrey V. Nieters, City Clerk

First Reading:  
Second Reading:  
Third Reading:





# City of Green River City Council Workshop Agenda Documentation

Preparation Date: January 12, 2012	Submitting Department: Finance
Meeting Date: January 17, 2012	Department Director: Jeff Nieters
	Presenter: Lisa Mueller

Subject: **Submittal of a SLIB Grant application for the Police Department Building for \$3,750,000**

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Purpose Statement

To approve the grant submittal

Background/Alternatives

The City purchased property to build a new Police Department last year. Staff would like the Governing Body to apply for a SLIB grant. The attached documents, if approved by SLIB would build the Police Department. The City has already spent approximately \$250,000 in the purchase of the site and the structure currently on the property.

Attachments

Resolution and supporting documents

Fiscal Impact

\$3,750,000 grant request

Staff Impact

Minimal

Legal Issues

N/A

Recommendation

I move to approve the grant request to the Wyoming State Loan and Investment Board to construct a new Police Department building for the City of Green River in the amount of \$3,750,000

**A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF GREEN RIVER, FOR THE PURPOSE OF CONSTRUCTING A NEW POLICE DEPARTMENT BUILDING**

WITNESSETH

**WHEREAS**, The Governing Body for the City of Green River desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

**WHEREAS**, The Governing Body of the City of Green River recognizes the need for the project; and

**WHEREAS**, The Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board’s Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

**WHEREAS**, The Governing Body of the City of Green River plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s):

Land & Building Purchase	\$250,000
6 <sup>th</sup> Penny	<u>\$1,625,000</u>
Total	\$1,875,000

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GREEN RIVER**, that a grant application in the amount of **\$3,750,000** be submitted to the State Loan and Investment Board for consideration at the June 21, 2012 meeting to assist in funding the Construction of the New Police Department Building.

**BE IT FURTHER RESOLVED**, that the City Administrator and City Treasurer are hereby designated as the authorized representatives of the City of Green River to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS 17<sup>th</sup> DAY OF January, 2012

SIGNED:

\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk

# Office of State Lands and Investments

## General Financial Information Form

Prepared by: Chris Meats, Accounting Supervisor

Date: For Period Ending 6/30/2011

Entity: City of Green River

Assessed Valuation for this F.Y.: \$75,890,849

Total Mills Levied by the entity, this F.Y.: 8 mills

What is number of the total mill levied on real property in the Entity's jurisdiction 8 mills

What is the Entity's Total bonded and non-bonded indebtedness:

The City has entered in to contracts for capital improvements for as of 6/30/11: \$4,046,000

What is the Sales and Use Tax levied in the County in which the project is located 5%

Total Investments as of: Total Cash Balances as of:

6/30/2011 \$ 19,406,000

6/30/2011 \$ 4,883,000

6/30/2010 \$ 20,390,000

6/30/2010 \$ 3,308,000

6/30/2009 \$ 25,119,000

6/30/2009 \$ 1,330,000

### **Information required for water and Sewer projects for more than 50% Grants**

Water Rate Information:

Water Meters Yes

Tap Fee for 3/4" tap: \$700

Rate per 1,000 gallons if metered: \$16.96

Monthly Minimum: \$16.96

Sewer Rate Information

Rate per 1,000 gallons if metered: N/A

Monthly Minimum: \$14.42

**CITY OF GREEN RIVER, WYOMING**

**Statement of Activities  
For the Year Ended June 30, 2011**

Function/Programs	Program Revenues			Net (Expense) Rev & Changes in Net Assets			
	Expenses	Charges for Services	Operating Grant and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
<b>Function/Programs Primary Government:</b>							
<b>Governmental Activities:</b>							
General government	\$ 3,694,604	\$ 257,176	\$ 32,076	\$ 169,098	\$ (3,216,254)		\$ (3,216,254)
Public safety	5,563,568	31,758	287,006	52,418	(5,192,386)		(5,192,386)
Streets maintenance	6,013,763	-	-	1,545,962	(4,467,801)		(4,467,801)
Parks and recreation	3,509,750	465,553	-	477,239	(2,566,958)		(2,089,719)
Risk management	276,262	-	-	-	(276,262)		(276,262)
Total governmental activities	19,057,947	754,487	319,082	2,264,717	(15,719,661)		(15,242,422)
<b>Business-type activities:</b>							
Solid waste	1,573,329	1,604,732	-	40,789		72,192	72,192
Water	2,060,933	2,424,068	-	-		363,135	363,135
Wastewater	1,156,338	1,060,023	-	-		(96,315)	(96,315)
Total business-type activities	4,790,600	5,088,823	-	40,789		339,012	339,012
Total primary government	\$ 23,848,547	\$ 5,843,310	\$ 319,082	\$ 2,305,506	(15,719,661)	339,012	(14,903,410)
<b>General revenues:</b>							
<b>Taxes:</b>							
Property taxes, levied for general purposes					252,908		252,908
Sales taxes, levied for general purposes					12,352,066		12,352,066
Sales taxes, levied for capital facilities					2,898,799		2,898,799
Impact assistance, special state dist.					820,506		820,506
Miscellaneous taxes					593,940		593,940
Intergovernmental					1,848,388		1,848,388
Unrestricted investment earnings					16,888	14,070	30,958
Miscellaneous revenues					93,195		93,195
Gain (loss) on sale of capital assets					(292,646)	(16,179)	(308,825)
Transfers in (out)					19,117	(19,117)	-
Total general revenues and transfers					18,603,161	(21,226)	18,329,027
Change in net assets					2,883,500	317,786	3,425,617
NET ASSETS - JULY 1, 2010					64,284,916	16,044,739	80,329,655
NET ASSETS - JUNE 30, 2011					\$ 67,168,416	\$ 16,362,525	\$ 83,755,272

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Balance Sheet Governmental Funds June 30, 2011

	General	Capital Projects	Total Governmental Funds
<b>ASSETS</b>			
Cash and cash equivalents	\$ 790,081	\$ 627,164	\$ 1,417,245
Restricted cash held in joint custody	-	5,000	5,000
Investments	10,400,267	901,951	11,302,218
Accounts receivable, net	2,557,253	-	2,557,253
Grants receivable	56,311	228,459	284,770
Prepaid expenses	2,927	-	2,927
Inventories	336,376	-	336,376
Total assets	<u>14,143,215</u>	<u>1,762,574</u>	<u>15,905,789</u>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Accounts payable	327,113	510,997	838,110
Retainage payable	-	484,693	484,693
Compensated absences	90,217	-	90,217
Grants payable	-	113,595	113,595
Bonds and deposits held	17,485	-	17,485
Accrued payroll and benefits	603,196	-	603,196
Deferred revenue	656,513	-	656,513
Total liabilities	<u>1,694,524</u>	<u>1,109,285</u>	<u>2,803,809</u>
<b>Fund Balances:</b>			
Restricted for:			
Federal programs	35,381	113,595	148,976
Cash held in joint custody	-	5,000	5,000
Unassigned	12,413,310	534,694	12,948,004
Total fund balances	<u>12,448,691</u>	<u>653,289</u>	<u>13,101,980</u>
Total liabilities and fund balances	<u>\$ 14,143,215</u>	<u>\$ 1,762,574</u>	<u>\$ 15,905,789</u>

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Assets For the Year Ended June 30, 2011

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Total fund balances - governmental fund types	\$ 15,032,380
Amounts reported for governmental activities in the statement of net assets are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	53,367,963
Long-term liabilities not due and payable in the current period and, therefore, are not reported in the funds	<u>(1,231,927)</u>
Net assets of governmental activities	<u><u>\$ 67,168,416</u></u>

SECOND DRAFT

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Statement of Revenues, Expenditures, and Changes in Fund Balances Governmental Funds For the Year Ended June 30, 2011

	General	Capital Projects	Total Governmental Funds
<b>REVENUES</b>			
Taxes:			
Sales and use	\$ 12,352,066	\$ 3,110,949	\$ 15,463,015
Impact assistance	820,506	-	820,506
Property	909,421	-	909,421
Miscellaneous	593,940	-	593,940
Charges for services	493,763	-	493,763
Fines and forfeitures	111,525	-	111,525
Intergovernmental	2,167,470	2,264,717	4,432,187
Licenses and permits	149,199	-	149,199
Investment earnings	11,612	911	12,523
Miscellaneous	76,323	8,251	84,574
Proceeds from sale of capital assets	2,458	-	2,458
Total revenues	<u>17,688,283</u>	<u>5,384,828</u>	<u>23,073,111</u>
<b>EXPENDITURES</b>			
General government	2,788,024	1,403,055	4,191,079
Public safety	5,267,502	354,497	5,621,999
Streets maintenance	2,944,143	4,425,018	7,369,161
Parks and recreation	4,137,403	1,459,439	5,596,842
Total expenditures	<u>15,137,072</u>	<u>7,642,009</u>	<u>22,779,081</u>
Revenues over (under) expenditures	<u>2,551,211</u>	<u>(2,257,181)</u>	<u>294,030</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers to other funds	(3,034,692)	-	(3,034,692)
Transfers from other funds	61,500	2,552,192	2,613,692
Total other financing sources and uses	<u>(2,973,192)</u>	<u>2,552,192</u>	<u>(421,000)</u>
Revenues and other sources over (under) expenditures and other uses	<u>(421,981)</u>	<u>295,011</u>	<u>(126,970)</u>
FUND BALANCES - JULY 1, 2010	<u>12,870,672</u>	<u>358,278</u>	<u>13,228,950</u>
FUND BALANCES - JUNE 30, 2011	<u>\$ 12,448,691</u>	<u>\$ 653,289</u>	<u>\$ 13,101,980</u>

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities For the Year Ended June 30, 2011

---

Net change in fund balances - total governmental funds	\$ 49,871
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital purchases exceeded depreciation expense during the current period.	3,525,252
Some revenues reported in the statement of activities that do not provide current financial resources and, therefore, are not reported as revenues in governmental funds.	177,040
Some expenses reported in the statement of activities do not require the use of current resources and, therefore, are not reported as expenditures in governmental funds.	<u>(868,663)</u>
Change of net assets of governmental activities	<u>\$ 2,883,500</u>

SECOND DRAFT

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Statement of Net Assets Proprietary Funds June 30, 2011

	Enterprise Funds				Internal Service Funds
	Solid Waste	Water	Wastewater	Total	
<b>ASSETS</b>					
<b>Current Assets</b>					
Cash and cash equivalents	\$ 1,016,252	\$ 1,597,059	\$ 391,350	\$ 3,004,661	\$ 475,797
Investments	1,667,136	2,710,617	2,286,553	6,664,306	1,454,615
Accounts receivable, net	142,275	212,870	98,177	453,322	-
Unbilled receivables	31,075	73,483	-	104,558	-
Prepaid expenses	-	-	-	-	-
Inventories	14,106	390,091	34,990	439,187	-
Total current assets	2,870,844	4,984,120	2,811,070	10,666,034	1,930,412
<b>Noncurrent Assets</b>					
Restricted cash held in joint custody	-	136,149	-	136,149	-
Capital assets, net of accumulated depreciation:					
Land and land improvements	220,637	75,870	-	296,507	-
Buildings and building improvements	162,162	197,900	4,714,834	5,074,896	-
Equipment	99,982	221,119	246,285	567,386	-
Vehicles	1,629,133	147,664	822,391	2,599,188	-
Infrastructure	-	3,973,775	14,554,993	18,528,768	-
Accumulated depreciation	(1,783,832)	(2,844,993)	(14,518,547)	(19,147,372)	-
Total noncurrent assets	328,082	1,907,484	5,819,956	8,055,522	-
Total assets	3,198,926	6,891,604	8,631,026	18,721,556	1,930,412
<b>LIABILITIES</b>					
<b>Current Liabilities</b>					
Accounts payable	42,211	164,614	14,722	221,547	12
Accrued salaries, payroll and benefits	17,711	8,719	15,171	41,601	-
Compensated absences - current	37,000	36,000	15,000	88,000	-
Utility deposits held	-	63,796	-	63,796	-
Total current liabilities	96,922	273,129	44,893	414,944	12
<b>Noncurrent Liabilities</b>					
Compensated absences	73,379	1,604	121,403	196,386	-
Post closure liability	1,747,701	-	-	1,747,701	-
Total noncurrent liabilities	1,821,080	1,604	121,403	1,944,087	-
Total liabilities	1,918,002	274,733	166,296	2,359,031	12
<b>NET ASSETS</b>					
Invested in capital assets, net of related debt	328,082	1,771,335	5,819,956	7,919,373	-
Restricted for:					
Cash held in joint custody	-	136,149	-	136,149	-
Unrestricted	952,842	4,709,387	2,644,774	8,307,003	1,930,400
Total net assets	\$ 1,280,924	\$ 6,616,871	\$ 8,464,730	\$ 16,362,525	\$ 1,930,400

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Statement of Revenues, Expenses, and Changes in Fund Net Assets Proprietary Funds For the Year Ended June 30, 2011

	Enterprise Funds				Internal Service Funds
	Solid Waste	Water	Wastewater	Total	
<b>OPERATING REVENUES</b>					
Charges for Services	\$ 1,599,150	\$ 2,422,595	\$ 1,056,078	\$ 5,077,823	\$ -
Other	5,582	1,473	3,945	11,000	8,621
Total operating revenues	1,604,732	2,424,068	1,060,023	5,088,823	8,621
<b>OPERATING EXPENSES</b>					
Personal services	835,779	203,761	235,494	1,275,034	276,262
Supplies	197,857	375,874	277,863	851,594	-
Utilities	20,381	1,222,869	125,432	1,368,682	-
Repairs and maintenance	405,703	128,228	51,479	585,410	-
Depreciation	113,609	130,201	466,070	709,880	-
Total operating expenses	1,573,329	2,060,933	1,156,338	4,790,600	276,262
Operating Income (Loss)	31,403	363,135	(96,315)	298,223	(267,641)
<b>NONOPERATING REVENUES (EXPENSES)</b>					
Grants	40,789	-	-	40,789	-
Investment earnings	3,886	6,370	3,814	14,070	4,365
Gain (loss) on sale of assets	-	-	(16,179)	(16,179)	-
Total nonoperating revenues (Expenses)	44,675	6,370	(12,365)	38,680	4,365
Income (loss) before transfers	76,078	369,505	(108,680)	336,903	(263,276)
TRANSFERS IN	-	-	-	-	1,119,117
TRANSFERS OUT	(3,915)	(4,845)	(10,357)	(19,117)	(679,000)
CHANGE IN NET ASSETS	72,163	364,660	(119,037)	317,786	176,841
NET ASSETS - BEGINNING OF YEAR	1,208,761	6,252,211	8,583,767	16,044,739	1,753,559
NET ASSETS - END OF YEAR	\$ 1,280,924	\$ 6,616,871	\$ 8,464,730	\$ 16,362,525	\$ 1,930,400

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Statement of Cash Flows Proprietary Funds For the Year Ended June 30, 2011

	Enterprise Funds				Internal Service Funds
	Solid Waste	Water	Wastewater	Total	
<b>Cash Flows from Operating Activities</b>					
Receipts from customers	\$ 1,611,280	\$ 2,472,852	\$ 1,049,553	\$ 5,133,685	\$ -
Payments to suppliers	(472,285)	(1,729,262)	(458,263)	(2,659,810)	(267,641)
Payments to employees	(857,399)	(190,837)	(261,372)	(1,309,608)	-
Total cash flows from operating activities	281,596	552,753	329,918	1,164,267	(267,641)
<b>Cash Flows from Noncapital Financing Activities</b>					
Transfers from (to) other funds	(3,915)	(4,845)	(10,357)	(19,117)	1,119,117
Grants received	40,789	-	-	40,789	-
Total cash flows from noncapital financing activities	36,874	(4,845)	(10,357)	21,672	1,119,117
<b>Cash Flows from Capital and Related Financing Activities</b>					
Purchase of capital assets	-	-	(427,281)	(427,281)	-
Transfers of capital assets	-	-	-	-	-
Total cash flows from capital and related financing activities	-	-	(427,281)	(427,281)	-
<b>Cash Flows from Investing Activities</b>					
Investment earnings received	3,886	6,370	3,814	14,070	4,365
Net sale (purchase) of investments	82,112	136,605	115,710	334,427	70,454
Total cash flows from investing activities	85,998	142,975	119,524	348,497	74,819
Net increase (decrease) in cash and cash equivalents	404,468	690,883	11,804	1,107,155	926,295
Cash and cash equivalents, July 1	611,784	1,042,325	379,546	2,033,655	228,502
Cash and cash equivalents, June 30	\$ 1,016,252	\$ 1,733,208	\$ 391,350	\$ 3,140,810	\$ 1,154,797
Cash and cash equivalents	\$ 1,016,252	\$ 1,597,059	\$ 391,350	\$ 3,004,661	\$ 1,154,797
Restricted cash held in joint custody	-	136,149	-	136,149	-
	\$ 1,016,252	\$ 1,733,208	\$ 391,350	\$ 3,140,810	\$ 1,154,797

Continued on next page

The accompanying notes are an integral part of these financial statements.

# CITY OF GREEN RIVER, WYOMING

## Statement of Cash Flows Proprietary Funds For the Year Ended June 30, 2011

*Reconciliation of operating income to net cash provided (used) by operating activities:*

Operating income (loss)	\$ 31,403	\$ 363,135	\$ (96,315)	\$ 298,223	\$ (267,641)
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation expense	113,609	130,201	466,070	709,880	-
(Increase) decrease in accounts receivable	6,547	49,269	(10,470)	45,346	-
(Increase) decrease in inventories	15,594	35,857	1,279	52,730	-
Increase (decrease) in liabilities	114,443	(25,709)	(30,646)	58,088	-
Total adjustments	<u>250,193</u>	<u>189,618</u>	<u>426,233</u>	<u>866,044</u>	<u>-</u>
Total cash flows from operating activities	<u>\$ 281,596</u>	<u>\$ 552,753</u>	<u>\$ 329,918</u>	<u>\$ 1,164,267</u>	<u>\$ (267,641)</u>

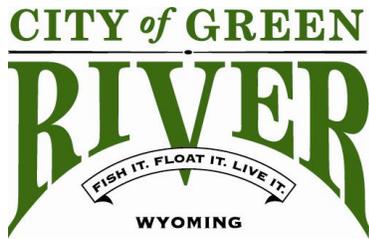
SECOND DRAFT

The accompanying notes are an integral part of these financial statements.

**City of Green River, State of Wyoming**  
**Appropriations Beginning July 1, 2011 and Ending June 30, 2012**

Revised: 06/06/2011

	Fund 10 General Fund	Fund 15 Capital Projects	Fund 45 G.R.E.E.N. Program	Fund 60 Treatment Plant Construction	Fund 70 Solid Waste	Fund 71 Wastewater	Fund 72 Water	Fund 85 Risk Management	Memo
Revenues	\$ 16,774,277	\$ 632,149	\$ 550	\$ 24,000	\$ 1,687,400	\$ 1,054,485	\$ 2,886,304	\$ 16,000	\$ 23,075,165
Expenditures	15,768,418	5,699,767	605	-	1,498,051	1,042,284	2,184,233	298,000	\$ 26,491,358
Asset Acquisitions	215,315	-	-	-	18,000	-	-	-	\$ 233,315
Excess (Deficiency) of revenues over (under) expenditures	790,544	(5,067,618)	(55)	24,000	171,349	12,201	702,071	(282,000)	
Other financing Uses/(Sources)	4,100,501	(5,067,618)	-	-	33,965	610,407	604,895	(282,000)	\$ 150
Excess (Deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(3,309,957)	-	(55)	24,000	137,384	(598,206)	97,176	-	
Estimated beginning Fund Balance, July 1, 2011	\$7,855,622	-	4,200	981,400	750,000	2,500,000	4,500,000	1,560,000	\$ 18,151,222
SubTotal Fund Balance	4,545,665	-	4,145	1,005,400	887,384	1,901,794	4,597,176	1,560,000	\$ 14,501,564
Restrictions of Fund Balance:									
Reserve for Operating Post Closure Liability Transfer	3,942,104				374,513	260,571	546,058		
Employee Raises Designation	37,608				200,000				
Tourism Designation	163,000								
ECB Allowance Designation	-								
D.A.R.E. Program	15,281								
Drug Seizure Program	36,944								
Rec Center Expansion Project	-								
Law Enforcement Grant	43,218								
Special Response Team Donations	400								
Total Restrictions/Designations	4,238,555				574,513	260,571	546,058		\$ 5,619,697
Estimated unreserved, unrestricted ending Fund Balance, June 30, 2012	307,109	-	4,145	1,005,400	312,871	1,641,223	4,051,118	1,560,000	\$ 8,881,866



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: January 12, 2012	Submitting Department: Police
Meeting Date: January 17, 2012	Department Director: Chief Chris Steffen
	Presenter: Chief Chris Steffen

**Subject:**

Approval of a Homeland Security Grant

**Purpose Statement:**

The resolution will allow the Police Department to spend the money

**Background/Alternatives:**

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

**Attachments:**

Resolution

**Fiscal Impact:**

\$23,232.36 Grant funding

**Staff Impact:**

Minimal

**Legal Review:**

N/A

**Recommendation:**

Approve the acceptance of the grant.

**Suggested Motion:**

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase in the Capital Projects Fund for a Homeland Security Grant for the Police Department in the amount of \$23,232.36

**Resolution No. R12-\_\_\_\_\_**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE CAPITAL PROJECTS FUND FOR A HOMELAND SECURITY GRANT FOR THE POLICE DEPARTMENT IN THE AMOUNT OF \$23,232.36

**Whereas**, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9217 (PD Homeland Security Grant 2012) in the amount of \$23,232.36

**And whereas**, to increase the revenue budget authority in the Capital Projects Fund: line item 15-000-4802 (Homeland Security Grant Revenue) in the amount of \$23,232.36

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

PASSED, APPROVED AND ADOPTED THIS 17<sup>th</sup> DAY OF JANUARY, 2012.

SIGNED:

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

ATTEST:

\_\_\_\_\_  
Jeffrey Nieters, City Clerk



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: January 11, 2012	Department: Public Works
Meeting Date: January 17, 2012	Department Head: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Change Order #3 to the FMC Spur Road Project – Final Adjusting Change Order

**Purpose Statement:** Approval of Change Order #3 to Reiman Corp for time and work related to the completion of the FMC Road Spur Project.

**Background/Alternatives:**

Reiman Corp met with Inberg Miller Engineers and the City of Green River to discuss project completion. After much discussion it was agreed by those present that a total contract extension of 40 days was reasonable. Contract under runs and over runs were discussed and \$44,100 liquidated damages was assessed. Change Order #3 was prepared.

Original Contract		\$1,396,658.55
Change Order #1 and #2		\$ 60,616.47
Change Order #3 Over runs	\$69,731.50	
Under runs	\$25,609.30	
Net	\$44,122.20	\$ 44,122.20
		\$1,501,397.22

Time

40 day increase

Liquidated Damages Assessed 49 days @ \$900 per day = \$44,100

- Attachments:**
1. Change Order #3 with back up as signed by IME and Reiman Corp
  2. Information related to Change Order

**Fiscal Impact:** Minimal

**Staff Impact:** Minimal

**Legal Review:** N/A

**Recommendation:** To approve the Final Adjusting Change Order #3 to the Contract with Reiman Corp. for Project completion of the FMC Road Spur Project.

**Suggested Motion:** “I move to approve the Final Adjusting Change Order #3 with Reiman Corp. for Project completion of the FMC Road Spur Project.”

# Change Order

No. 3

Date of Issuance: December 16, 2011

Effective Date: December 16, 2011

Project: FMC Park Road Spur	Owner: City of Green River	Owner's Contract No.:
Contract: FMC Park Road Spur		Date of Contract: 5/24/2010
Contractor: Reiman Corporation		Engineer's Project No.: 14207-GE

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

**Description:**

Additional work performed by the contractor necessary to complete the project including rock excavation, import of material, additional storm drain, modifications to the flushing station, berm embankment, and the addition of a water/sewer service. Includes credit for an under run of quantities for on-site excavation, ditch liner and top soil.

**Attachments (list documents supporting change):**

Engineer's Recommendation for the Change Order Request – December 16, 2011

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 1,396,658.55

**[Increase]** [Decrease] from previously approved Change Orders No. 1 to No. 2:

\$ 60,616.47

Contract Price prior to this Change Order:

\$ 1,457,275.02

**[Increase]** [Decrease] of this Change Order:

\$ 44,122.20

Contract Price incorporating this Change Order:

\$ 1,501,397.22

Original Contract Times: ~~Working days~~ X Calendar days

Substantial completion (days or date): 120

Ready for final payment (days or date): 135

**[Increase]** [Decrease] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): 100

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 220

Ready for final payment (days or date): 235

**[Increase]** [Decrease] of this Change Order:

Substantial completion (days or date): 40

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 260

Ready for final payment (days or date): 275

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 12/16/11

Approved by Funding Agency (if applicable):

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 12/16/11

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



# INBERG-MILLER ENGINEERS

Quality Solutions Through Teamwork

December 16, 2011

14207-GE

**3 PDF PAGES EMAILED: mnelson@cityofgreenriver.org  
THIS CONSTITUTES THE ORIGINAL**

Mr. Mike Nelson  
City of Green River  
50 East 2<sup>nd</sup> North  
Green River, WY 82935

RE: Liquidated Damages and Engineer's Recommendation for the  
Change Order Request dated December 2, 2011

Dear Mike:

Pursuant to Section SC-10.01 of the contract documents for the FMC Park Road Spur, we have reviewed the change order request from Reiman Corp. dated December 2, 2011. It is our understanding that this is the final construction change order on the project.

Substantial completion of the FMC Park Road project was scheduled for May 18, 2011, as determined by the contract time in the Project Manual as modified by Change Order #2 dated April 21, 2011. On August 5, 2011, the contractor achieved substantial completion of the FMC Park Road Spur. Eighty nine (89) days expired between the scheduled and actual substantial completion dates and between the scheduled and actual final completion dates. Liquidated damages for delay are \$900.00 per day as specified in section 4.03 of the Project Manual.

It is our recommendation that the contract time be increased by 40 calendar days through a change order to compensate Reiman Corp. for additional time required for the items listed below. Liquidated damages for the remaining 49 days that have expired beyond the contract time are \$44,100.00.

Bid items that have or exceeded the estimated quantity are summarized below. These amounts will be paid under existing bid items and do not require separate payment. Items not covered by unit prices were evaluated pursuant to section 12.01.B of the Project Manual. Changes in bid item quantities or adjustments that have resulted in lower costs are also shown as follows.

124 East Main Street  
Riverton, WY 82501  
307-856-8136  
307-856-3851 (fax)  
riverton@inberg-miller.com

1120 East "C" Street  
Casper, WY 82601  
307-577-0806  
307-472-4402 (fax)  
casper@inberg-miller.com

350 Parsley Boulevard  
Cheyenne, WY 82007  
307-635-6827  
307-635-2713 (fax)  
cheyenne@inberg-miller.com

428 Alan Road  
Powell, WY 82435  
307-754-7170  
307-754-7088 (fax)  
powell@inberg-miller.com

193 West Flaming Gorge Way  
Green River, WY 82935  
307-875-4394  
307-875-4395 (fax)  
greenriver@inberg-miller.com

Increases to Contract Price and Time

• 1400 cubic yards of rock excavation	\$ 4,270.00	**
• 17,564 cubic yards of unclassified excavation (import) -	\$43,910.00	25 Days
• 62 linear feet of 24-inch reinforced concrete pipe	\$ 2,641.20	**
• 32 linear feet of 15-inch HDPE pipe	\$ 862.40	**
• Installation of french drain/drain pipe for flushing station -	\$5,500.00	8 Days
• Temporary drainage improvements/berm embankment -	\$10,937.90	7 Days
• One (1) sewer service	\$ 830.00	**
• One (1) water service	<u>\$ 780.00</u>	**
<b>Total Increases to Contract Price and Time</b>	<b><u>\$69,731.50</u></b>	<b><u>40 Days</u></b>

(\*\* increases in contract time for these items were already covered under Change Order #2)

Decreases to Contract Price

• 8355 cubic yards of unclassified excavation (on-site) -	\$20,887.50
• Unused drainage ditch liner (installation only) -	\$ 1,789.00
• 1833 cubic yards of top soil -	<u>\$ 2,932.80</u>
<b>Total Decreases to Contract Price</b>	<b><u>\$25,609.30</u></b>

Mr. Mike Nelson  
City of Green River  
December 16, 2011  
Page 3

14207-GE

**Engineer's Recommendation:**

It is our recommendation that the contract price and contract time be adjusted to compensate the contractor for additional work as noted above. The net increase in contract price is \$44,122.20 and the increase in contract time is 40 days. Liquidated damages for days which have expired beyond the contract time, less the recommended increase in contract time of 40 days, are \$44,100.00.

Sincerely,

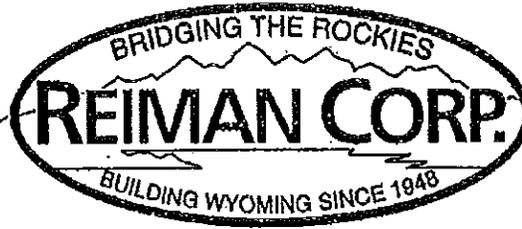
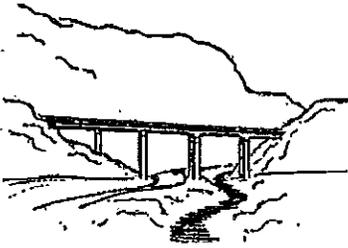
INBERG-MILLER ENGINEERS



Michael W. Brown, P.E.  
Civil Engineer

MWB:kdm\14207 City FMC Spur\14207 Change Order Request Rec Final.docx

c: Jeffrey V. Nieters, City of Green River  
Scott Reiman, Reiman Corp.



2400 West College Drive  
P.O. Box 1007  
Cheyenne, Wyoming 82003

(307) 632-8971  
Fax (307) 632-8972  
E-mail: [www.reimancorp.com](http://www.reimancorp.com)

December 2, 2011

Inberg - Miller Engineers  
Attn: Mike Brown  
520 Wilkes Drive, Suite 13  
Green River, WY 82935

RE: City of Green River – FMC Spur Project  
Sweetwater County  
Reiman Job #10026

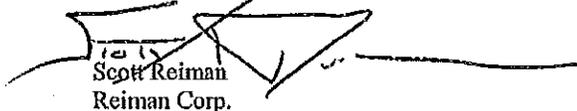
Mr. Brown,

This letter is in regards to the liquidated damages and the additional work on the above referenced project. Reiman Corp. has meet with Inberg Miller and the City of Green river numerous times to discuss the extra work and the liquidated damages. At our last meeting we came to a solution that all parties could agree with. The solution we came up with was that the liquidated damages and the extra work would come to a zero sum. Attached is a spreadsheet showing the details of our agreement.

The attached agreement shows the net effect of the over runs less the under runs plus liquidated damages comes to a total of approximately zero dollars. Per this agreement Reiman Corp. is paying for the liquidated damages with the extra work done on the project. Thus Reiman Corp. is paying for the liquidated damages. Reiman Corp. also believes that the City should consider that the original time allowed for the project was never extended after the road was moved from the first design by the river up to the new design which was in rock.

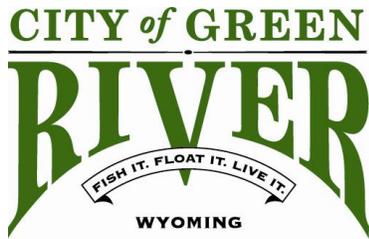
Please contact me if you have any questions or comments.

Sincerely,

  
Scott Reiman  
Reiman Corp.

Copy: File  
Jon Doak – High Desert Construction

Extension of Days (Change Order #2)	Unit	Quantity	Overruns		Description
			Bid Unit Price	Overrun Price	
25	C.Y.	1400	\$ 3.05	\$ 4,270.00	Rock Excavation Overrun
	C.Y.	17564	\$ 2.50	\$ 43,910.00	Import Material Overrun
(Change Order #2)	L.F.	62	\$ 42.60	\$ 2,641.20	Future Stub Outs - Listed on plans by not accounted for in bid tab - includes extending stub for offsite drainage
(Change Order #2)	L.F.	32	\$ 26.95	\$ 862.40	Future Stub Outs - Listed on plans by not accounted for in bid tab
	L.S.	1	\$ 5,500.00	\$ 5,500.00	Relocate Flushing Station, Add pipe and french drain
3	L.S.	1	\$ 2,937.90	\$ 2,937.90	Drain pond near roadway entrance
4	L.S.	1	\$ 8,000.00	\$ 8,000.00	Constructed Earthen Berm
(Change Order #2)	EA.	1	\$ 830.00	\$ 830.00	Future Stub Outs - Listed on plans by not accounted for in bid tab - To be paid by Jackman
(Change Order #2)	EA.	1	\$ 780.00	\$ 780.00	Future Stub Outs - Listed on plans by not accounted for in bid tab - To be paid by Jackman
				\$ 69,731.50	
<b>Underruns</b>					
	C.Y.	8355	\$ 2.50	\$ 20,887.50	Unclassified Excavation
	C.Y.	1833	\$ 1.60	\$ 2,932.80	Drainage Ditch Liner
				\$ 25,609.30	Top Soil
				\$ 44,122.20	Underrun Total
				\$ 44,122.20	(over contract budget)
		49 days		\$ 44,400.00	Liquidated Damages at \$900 per day
				\$ 22.20	Total difference paid to contractor
					Total # of Days Extended
					40



## City of Green River City Council Meeting Agenda Documentation

Preparation Date: January 12, 2012	Submitting Department: Finance
Meeting Date: January 17, 2012	Department Director: Jeff Nieters
	Presenter: Jeff Nieters

**Subject:**

Approval of a Transfer of funds

**Purpose Statement:**

To transfer money from the City’s US Bank Account to the City’s WyoStars’ account

**Background/Alternatives:**

The City has received additional funds from the 6<sup>th</sup> penny CDC project. Staff would like to transfer money out of the City’s checking account and move this money to a savings account and get a little more interest on our money.

**Attachments:**

N/A

**Fiscal Impact:**

N/A

**Staff Impact:**

Minimal

**Legal Review:**

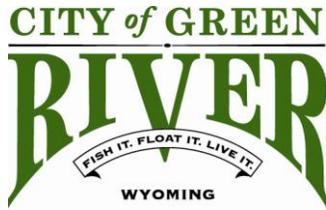
N/A

**Recommendation:**

Approve the transfer

**Suggested Motion:**

I move to transfer \$6,000,000 from the US Bank Checking Account to the State of Wyoming WyoStar savings account



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

Preparation Date: 01/05/2012	Submitting Department: City Clerk
Meeting Date: 001/17/2012	Department Director: Jeffrey V. Nieters
	Presenter:

Subject: Request for a Catering Permit

Purpose Statement: China Garden has requested a catering permit to sell alcoholic beverages for the Green River Ducks Unlimited Banquet and Auction.

Background/Alternatives

Permits have been issued previously.

Attachments: Letter of request and Pavilion Alcohol/Security checklist

Fiscal Impact: \$25

Staff Impact: none

Legal Review: n/a

Recommendation: none

Suggested Motion

I move to approve the issuance of a Catering Permit to China Garden to sell alcoholic beverages for the Green River Ducks Unlimited Banquet and Auction, on Saturday, February 4, 2012, from 4:00 pm to 11:00 pm, at the Island Pavilion.



Dec 23, 2011

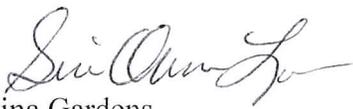
Dear Mayor Castillion and the Green River City Council,

China Gardens has been requested by the Green River Chapter of Ducks Unlimited, to cater the alcohol portion of their annual Banquet and Auction. We are requesting a permit be assigned, allowing us to sell at the event. Details are as follows:

Included is a check for \$25.00 for the cost of the permit.

Saturday, Feb 4<sup>th</sup>, 2012  
Green River Island Pavilion  
From 4:30 pm until approx. 11:00 pm

Thank you for your consideration of this matter.

  
China Gardens



**PAVILION OR PARK FACILITY RENTAL ALCOHOL/SECURITY CHECKLIST  
FOR A CATERING PERMIT  
TO CATER ALCOHOLIC BEVERAGES**

Pavilion/ Park Facility Renter Green River Chapter Du for (EVENT) Annual Banquet/Anc  
At what Parks Facility Pavilion  
On (DATE) Feb 4th 2012, from 4 a.m./p.m. to 12 a.m./p.m.

**Police Security**

If alcohol is to be served the renter may be required to obtain **security** for their event **and** have it approved by the City of Green River Police Department.

Security Not Required per: [Signature] Date: 11/29/11  
 Security Required and Approved by: \_\_\_\_\_ Date \_\_\_\_\_

**Alcohol Rules:**

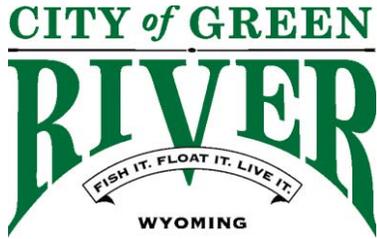
Only a valid retail liquor license holder can sell alcoholic beverages at the Pavilion or a Park Facility. The liquor license holder will need to apply for a **Catering Permit**.

**Catering Permits:**

- o A liquor establishment selling alcohol for the event must have a valid retail liquor license. They must submit a **letter** of request in addition to **this form**, signed by an authorized officer approving the security for the event, and the \$25 permit fee **one month prior** to the event.
- o Once the permit is approved, the deputy city clerk will notify the Police Department and the Parks and Recreation Department.
- o The permit will be mailed to the liquor establishment catering the event if paid for at the time of permit request

Deputy City Clerk verification of application submission: \_\_\_\_\_ Date 1/5/12

- Date of Council Meeting: 1/17/12
- Council Action: \_\_\_\_\_



CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation

Preparation Date: 1/11/12	Submitting Department: Human Resources
Meeting Date: 1/17/12	Department Director: Debbie Klein Robertson
	Presenter: Debbie Klein Robertson

**SUBJECT:**

Update agreements with Pinkerton Consulting and Investigations for background checks.

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**PURPOSE STATEMENT**

Pinkerton has updated some of the agreement documents.

**BACKGROUND / ALTERNATIVES**

The City has been using Pinkerton for background checks for employment purposes.

**ATTACHMENTS**

Agreement, plus attachments.

**FISCAL IMPACT**

None.

**STAFF IMPACT**

None.

**LEGAL REVIEW**

Approved as to form by the City Attorney.

**RECOMMENDATION**

Approve the updated agreement with Pinkerton Consulting and Investigations and authorize the Mayor to sign the agreement.

**SUGGESTED MOTION**

I move to approve the updated agreement with Pinkerton Consulting and Investigation and authorize the Mayor to sign the agreement.



11019 McCormick Road, Suite 120  
Hunt Valley, Maryland 21031  
800.635.1649 Fax 855.584.8420

Dear Client:

We are pleased to have the opportunity to work with you. This letter and the attached agreement will confirm our understanding of professional services to be provided, and our fee arrangements, including our billing procedures and payment requirements.

Pinkerton Consulting and Investigations shall furnish to End-User on request, the background reports as more fully described in the attached Agreement.

We are mindful of the cost of professional services and always attempt to use professionals who are best suited to attain the desired results for our End-Users. We will provide competent professional services and use our best efforts; however, we cannot guarantee that we will achieve your desired results. Therefore, payment for our services is not contingent upon the desired results being achieved.

We will provide detailed statements for services and disbursements at the end of the assignment or on a monthly basis, whichever is sooner, unless you desire them on a more frequent basis. We will provide you with an invoice for services rendered and disbursements incurred. Please see the Agreement for more information regarding payment.

Payment may be made by *mailing* funds to:

Beneficiary:	Pinkerton Consulting and Investigations
Address:	P.O. Box 406394 Atlanta, GA 30384-6394

Payment may be made by *wiring* funds to:

Beneficiary:	Pinkerton Consulting and Investigations
Bank:	Bank of America
Bank ABA #	026009593 (U.S. wire)
Bank Swift Code:	BOFAUS3N (international wire)
Account Number:	000685366839
Bank Address:	101 South Tryon Street Charlotte, NC 28255

We appreciate your selecting Pinkerton Consulting and Investigations as your professional services firm. Please provide us with the authorization to proceed by signing and returning the End User Agreement and all Attachments. Return these executed documents via email to [global.backgrounds@ci-pinkerton.com](mailto:global.backgrounds@ci-pinkerton.com), or fax to 855.584.8420.

Sincerely,

Name  
Title  
Pinkerton Consulting & Investigations, Inc.

**END USER AGREEMENT**

THIS END-USER AGREEMENT ("Agreement") is made and entered into by and between PINKERTON CONSULTING AND INVESTIGATIONS, INC (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, "PINKERTON") and <sup>City of Greenvale</sup> ("End-User"), (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly "End-User"). This Agreement shall be effective on the date of last signature below (the "Effective Date").

**I. General**

PINKERTON strives to deliver accurate and timely information products to assist your company (hereinafter "End-User") in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, PINKERTON assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by PINKERTON. Therefore, PINKERTON cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, PINKERTON has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

**II. Services and Pricing**

In accordance with the terms of this Agreement, PINKERTON agrees to provide the services requested by End-User per each applicant as specified by End-User at the time of the request for services. Attachment C contains pricing information as well as a schedule of fees, and is incorporated fully herein.

**III. End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)**

End-User hereby certifies that all of its orders for information products from PINKERTON shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only: *(Please check all that apply)*

<input type="checkbox"/>	Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing.
<input type="checkbox"/>	Section 604(a)(3)(A). For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account.
<input checked="" type="checkbox"/>	Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
<input type="checkbox"/>	Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
<input type="checkbox"/>	Section 604 (a)(3)(D). To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status.
<input type="checkbox"/>	Section 604(a)(3)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
<input type="checkbox"/>	Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
<input type="checkbox"/>	Section 604(a)(3)(F)(ii). To review a consumer's account to determine whether the consumer continues to meet the terms of the account.
<input type="checkbox"/>	Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

#### IV. End-User's Certification of Legal Compliance

End-User certifies to PINKERTON that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from PINKERTON in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, and utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information related to consumer reports, including information it receives from PINKERTON for a period of five years from the date the report was received, and will make such information available to PINKERTON upon request. End-Users seeking credit information must provide information and sign Attachment D Credit Report Requirements before PINKERTON can provide credit information to End-User. Attachment D is incorporated into and is part of this Agreement, if applicable.

End-User understands that the credit bureaus require specific written approval from PINKERTON before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C). These notices are attached to this agreement in Attachment E and F and can also be found on our website at [www.pinkertonscreening.com](http://www.pinkertonscreening.com).

**Access Security Requirements**

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of PINKERTON.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

**When Information Products are Used for Employment Purposes**

If the information products End-User obtains from PINKERTON are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by PINKERTON, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

### **Investigative Consumer Reports**

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) PINKERTON's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

### **International Criminal Record Searches**

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, PINKERTON cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases PINKERTON and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

### **National/Multi-State Database Searches**

PINKERTON recommends that End-User screen its applicants or employees at the county courthouse or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, PINKERTON cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

## **V. Additional Requirements for Moving Violation Reports (MVRs) and Driving Records**

End-User hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to PINKERTON in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

**VI. Warrants**

In the course of completing background checks, PINKERTON may uncover active arrest warrants which are outstanding against the subject. In these cases, PINKERTON may be contacted by the law enforcement agency seeking the subject. End-User understands that PINKERTON will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, PINKERTON may contact End-User, and End-User agrees to release to PINKERTON, any and all information End-User may have which will further the apprehension of the wanted individual.

**VII. General Provisions**

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of PINKERTON. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Maryland law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Maryland, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of PINKERTON. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via PINKERTON' website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. Client shall comply with all legal requirements applicable to its use of Consumer Reports and Investigative Consumer reports ordered pursuant to this agreement. Client shall permit Pinkerton to audit Client's records regarding these consumer reports and the use of these consumer reports as required, such as by state departments of motor vehicles and credit card bureaus to verify that the applicant release is on file and the use of the consumer reports are for acceptable purposes. Pinkerton shall treat any information disclosed in any such audit as Confidential Information in accordance with the provisions of Article VIII below. Pinkerton will provide the client with reasonable notice prior to conducting any audit. Breaches of this Agreement and/or violations of applicable law discovered by PINKERTON may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

**VIII. Confidentiality**

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall PINKERTON be required to destroy, erase or return any consumer reports or applicant data related thereto in PINKERTON' files, all of which PINKERTON shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

**IX. Independent Contractor**

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

**X. Fees and Payment**

End-User agrees to pay nonrefundable fees and other charges or costs for PINKERTON' background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by PINKERTON in servicing End-User, will be passed onto End-User. At PINKERTON' option, payments not received fifteen (15) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with PINKERTON' Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1 ½ % per month, as allowed by applicable law. A \$20.00 fee will be assessed for all returned checks. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to PINKERTON represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although PINKERTON will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by PINKERTON.

**XI. Warranties and Remedies**

End-User understands that PINKERTON obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". PINKERTON makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; PINKERTON expressly disclaims any and all such representations and warranties.

PINKERTON WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES PINKERTON FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE PINKERTON FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE PINKERTON FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF PINKERTON (UNLESS ATTRIBUTED OR IMPUTED TO PINKERTON BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF PINKERTON OR OTHERWISE). IN THE EVENT PINKERTON IS LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST PINKERTON FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO PINKERTON BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT PINKERTON IS LIABLE TO END-USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST PINKERTON WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST PINKERTON.

End-User shall indemnify, defend and hold harmless PINKERTON from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

PINKERTON does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any conversation or communication with PINKERTON' representatives regarding searches, verifications or other services offered by PINKERTON are not to be considered a legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information.

**XII. Term and Termination**

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Either party may cancel this Agreement by giving sixty (60) day written notice to the other party. PINKERTON may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

If to PINKERTON:

Pinkerton Consulting and Investigations, Inc.  
Attn: Legal Department  
11019 McCormick Road, Suite 120  
Hunt Valley, Maryland 21031

With a copy to:

Pinkerton Consulting and Investigations, Inc.  
Attention: Legal  
2 Campus Drive  
Parsippany, NJ 07054

If to End-User:

City of Green River  
Attention: Human Resources  
50 East 2nd North  
Green River, WY 82935

**XIII. Force Majeure**

End-User agrees that PINKERTON is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent PINKERTON from meeting its obligations under this Agreement.

**XIV. Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

**XV. Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

**Signature**

AGREED TO AND ACCEPTED AS OF THIS \_\_\_ DAY OF \_\_\_\_\_.

End-User

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

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

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

PINKERTON CONSULTING AND INVESTIGATIONS, INC.

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

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

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

**ATTACHMENTS TO END USER AGREEMENT**

- Attachment A: Account Information
- Attachment B: Pinkerton Background Research System with User Certification Form
- Attachment C: Statement of Work and Pricing
- Attachment D: Credit Report Requirements
- Attachment E: FCRA Summary of Rights
- Attachment F: Notice of Users of Consumer Reports

**Attachment A: Account Information**

Business Name City of Green River  
Business Address 50 East 2nd North, Green River, WY 82935  
Business Website Address www.cityofgreenriver.org  
FEIN# 83-6000065  
Primary Contact Person Debbie Klein Robertson  
Primary Contact Person Phone (307) 872-6135  
Primary Contact Person Email dklein@cityofgreenriver.org  
Invoice Contact Person Pattie Hastings  
Invoice Contact Person Phone (307) 872-6124  
Invoice Contact Person Email phastings@cityofgreenriver.org  
Send Invoices via email? No

Check appropriate box:

- Individual/Sole Proprietor
- Corporation
- Partnership
- Limited Liability Company
- Other
- Exempt Payee (If tax exempt, please provide a copy of the tax exemption certificate.)

**Attachment B: Pinkerton Background Research System**

The Pinkerton Background Research System (PBRS) is the latest in web-based technology with online background requests and report delivery, and automated case management. This online portal is where the client will enter requests and receive results for pre-employment screening.

This form must be completed by the facility Manager, VP or Company Administrator. The User Certification Form needs to be completed separately by each user. The following information needs to be provided to set up your users' PBRS account and to begin requesting services. Your users will receive email notification once we receive their User Certification Form and their user has been set up and configured on the PBRS.

Each user must have their own user id and password as well as complete and sign the User Certification Form. Please disregard if this form was completed previously.

**Form Completed By:**

Business Name City of Green River  
 Region Name (if applicable) \_\_\_\_\_  
 Name Kristyn Rickman  
 Title Administrative Assistant I - HR

**User(s) Information:**

Full Name of User Deborah Klein Robertson  
 Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User Kristyn Lee Rickman  
 Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User Katherine Mount  
 Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User N/A  
Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User N/A  
Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User N/A  
Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User N/A  
Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User N/A  
Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

Full Name of User N/A  
Access Rights for this User (Check all that apply)  
 Can Enter Requests  
 Can View Results  
 Can View Status Reports  
 Admin Access to Management Reports  
 Admin Access to Billing  
 Admin Access to Account Maintenance

**User Certification Form**

Each user must complete and sign this form for access to the Pinkerton Background Research System.

The Pinkerton Background Research System (PBRS) is the latest in web-based technology with online background requests and report delivery, and automated case management. This online portal is where the client will enter requests and receive results for pre-employment screening.

Provide the following information to set up your PBRS account and to begin requesting services. You will receive email notification once your account is established.

**User Information**

Business Name City of Green River  
Region Name (if applicable) \_\_\_\_\_  
Full Name of User Kristyn Lee Rickman  
User's Email Address krickman@cityofgreenriver.org  
Requested User ID Krickman (User ID must be 6–10 characters made up of letters and numbers only)

Password will be auto-assigned

**CERTIFICATION BY USER**

By signing below, I hereby certify that:

- I am authorized to view consumer reports on behalf of above named company.
- I will only use the information contained in on Pinkerton's website for a permissible purpose as defined in the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681;
- I will comply with all applicable local, state, and federal laws and regulations relating to the use of the background information and all equal employment laws and regulations regarding this information; and
- I agree to indemnify and hold harmless Pinkerton Consulting and Investigations for any damages arising out of my improper or unauthorized use of any information on the Pinkerton website.

Signature: \_\_\_\_\_

Date: 1/11/12

Company Name: City of Green River

**User Certification Form**

Each user must complete and sign this form for access to the Pinkerton Background Research System.

The Pinkerton Background Research System (PBRS) is the latest in web-based technology with online background requests and report delivery, and automated case management. This online portal is where the client will enter requests and receive results for pre-employment screening.

Provide the following information to set up your PBRS account and to begin requesting services. You will receive email notification once your account is established.

**User Information**

Business Name City of Green River  
Region Name (if applicable)  
Full Name of User Debbie Klein Robertson  
User's Email Address dklein@cityofgreenriver.org  
Requested User ID dklein (User ID must be 6–10 characters made up of letters and numbers only)

Password will be auto-assigned

**CERTIFICATION BY USER**

By signing below, I hereby certify that:

- I am authorized to view consumer reports on behalf of above named company.
- I will only use the information contained in on Pinkerton's website for a permissible purpose as defined in the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681;
- I will comply with all applicable local, state, and federal laws and regulations relating to the use of the background information and all equal employment laws and regulations regarding this information; and
- I agree to indemnify and hold harmless Pinkerton Consulting and Investigations for any damages arising out of my improper or unauthorized use of any information on the Pinkerton website.

Signature:

Date:

Company Name:

Deborah Klein Robertson  
1/11/12  
City of Green River

**User Certification Form**

Each user must complete and sign this form for access to the Pinkerton Background Research System.

The Pinkerton Background Research System (PBRS) is the latest in web-based technology with online background requests and report delivery, and automated case management. This online portal is where the client will enter requests and receive results for pre-employment screening.

Provide the following information to set up your PBRS account and to begin requesting services. You will receive email notification once your account is established.

**User Information**

Business Name City of Green River  
Region Name (if applicable)  
Full Name of User KATHERINE M. MOUNT  
User's Email Address Kmount@cityofgreenriver.org  
Requested User ID Kmount (User ID must be 6–10 characters made up of letters and numbers only)

Password will be auto-assigned

**CERTIFICATION BY USER**

By signing below, I hereby certify that:

- I am authorized to view consumer reports on behalf of above named company.
- I will only use the information contained in on Pinkerton's website for a permissible purpose as defined in the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681;
- I will comply with all applicable local, state, and federal laws and regulations relating to the use of the background information and all equal employment laws and regulations regarding this information; and
- I agree to indemnify and hold harmless Pinkerton Consulting and Investigations for any damages arising out of my improper or unauthorized use of any information on the Pinkerton website.

Signature: Katherine M. Mount  
Date: 01/11/12  
Company Name: City of Green River

**Attachment C: Statement of Work and Pricing**

**Service Packages:**

| Please note that all pricing will remain the same from any previous agreements.

Quotes on additional services will be based on current price lists.

\*See applicable footnotes on the following pages.

**Details about this New Account (Optional. Check all that apply)**

PINKERTON CONSULTING AND INVESTIGATIONS RECOMMENDS THAT ALL CRIMINAL RECORDS ARE SEARCHED BY THE NAMES YOU PROVIDE, ALL IDENTIFIED ALIAS NAMES, AND THAT CRIMINAL COURT SEARCHES ARE PERFORMED FOR ALL COUNTIES OF RESIDENCE IDENTIFIED WITHIN THE PAST 7 YEARS. BY SELECTING ANY OF THE FOLLOWING OPTIONS BELOW YOU ACKNOWLEDGE ADDITIONAL SERVICE AND PASSTHROUGH FEES MAY APPLY. BY DECLINING THE FOLLOWING OPTIONS YOU ASSUME ALL RISKS ASSOCIATED BY NOT PERFORMING THESE OPTIONAL SERVICES. YOU AGREE TO INDEMNIFY AND HOLD PINKERTON HARMLESS IN THE EVENT CRIMINAL RECORDS EXIST, WHICH ONLY WOULD BECOME IDENTIFIABLE HAD THE FOLLOWING OPTIONAL SERVICES BEEN PERFORMED.

- Automatically search criminal court records for all alias (aka) names associated with the applicant.
- Automatically search all county criminal court records within the past 7 years, based on social security number trace.
- Other \_\_\_\_\_

### Schedule of Fees

While Pinkerton does not charge set up fees or monthly fees, in addition to Pinkerton's Package Pricing and/or A La Carte Pricing, certain searches are subject to applicable agency and government imposed fees to access records, which is based on current fee price lists. Prices are subject to change by Pinkerton.

Prices shown are reflective of scope of work and specific volume levels as specified by the End-User. If there are significant changes, Pinkerton reserves the right to adjust pricing accordingly. Pricing does not include any costs associated with system integration, if applicable. Please contact Pinkerton to discuss integration.

Footnotes related to Pricing:

(a) **Criminal Court Records Search:** Fees levied by Federal, State, County and other governmental agencies for searches undertaken will be passed through to End-User in addition to the fees charged by Pinkerton. Such fees include case copies associated with records found. Additional criminal searches including counties added by End-User outside of those found by the social trace, including aliases and maiden names will be billed at a la Carte rates.

(b) **Verifications:** Fees levied by educational institutions and/or employers and those who have retained third party vendors to respond to requests for verifications of education and employment. The fees charged directly by institutions/employers or third parties will be passed through to End-User in addition to the fees charged by Pinkerton.

(c) **Motor Vehicle Record:** Certain states levy fees for motor vehicle records, which will be passed through to End-User in addition to the fees charged by Pinkerton. For example, Pennsylvania and New Hampshire charge additional fees for overnight shipping of requests and results. These states do not accept requests via phone, email or fax, such that Pinkerton must submit requests in writing. Pinkerton will consolidate all shipments to decrease surcharge costs when possible. For this search, Pinkerton will automatically check the jurisdiction of the license provided, unless otherwise specified by End User.

(d) **Nationwide Criminal Database Search:** To ensure that records returned by this database are accurate, current and complete, in accordance with the FCRA, for all possible records generated by this product, Pinkerton automatically will perform follow-up records searches at the applicable source courthouse(s), and all such follow-up searches will be billed to End-User at the applicable a la carte rate.

(e) **Media Search:** Pinkerton will automatically check back two years worth of information unless otherwise indicated. Upon request, more in depth searches may be provided for an additional fee per year. We report derogatory information, and search per individual or entity.

(f) **Credit Report:** Specific requirements must be fulfilled by the End-User in order to process and obtain a Credit Report for an applicant, enclosed in Attachment D Credit Report Requirements. We require an on-site visit at the End-User's location in order to be approved to request credit reports. The cost for the on-site certification of each will have a one time "Certification Fee" of \$75.00.

**Note 1:** Specific fee amounts are provided in a separate document titled Public Agency Fees, which can be provided upon request. If an agency increases fees, we pass this information along to the End-User as soon as possible.

**Note 2:** There is an Administrative Fee of \$3.00 per applicant for fax, email, or data entry requests, if applicable.

**Attachment D: Credit Report Requirements**

(Optional. Return only if processing credit reports and not previously completed.)

Specific requirements must be fulfilled by the Client in order to process and obtain a Credit Report for an applicant. These items must be obtained before any credit reports can be issued, and are a direct requirement from the credit bureau. We simply collect the requirements from the Client, and submit the requirements on the Client's behalf so that an account may be set up with the credit bureau. The credit bureau utilizes this information to verify that the Client is a legitimate business facility that may obtain this sensitive information on applicants. We will now require an on-site visit at the Client's location in order to be approved to request credit reports.

The Client process will be as follows:

1. Client completes Membership Application (enclosed)
2. Client submits a Letter of Intent- The letter of intent should be completed by an officer, owner, or authorized manager of the company. The letter of intent includes, at a minimum, the following information (in the End User's own words):
  - a. The nature of its business
  - b. Its intended use for the services
  - c. Its anticipated monthly volume
  - d. Intent as to whether it anticipates its access to be primarily local, regional, or national.

Once the Membership Application and Letter of Intent are received, we will schedule the on-site visit with the Client. The cost for the on-site certification of each Client will have a "Certification Fee" of \$75.00. Once the on-site visit is complete and the account is approved and established with the credit bureau, the Client will be notified.

**Membership Application for Credit Reports**

Company Name: \_\_\_\_\_  
 Doing Business As: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company Main Phone: \_\_\_\_\_  
 Answering Service:  Yes  No  
 Physical Address: Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 Billing Address: Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 Web Site Address: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_  
 Nature of Business: \_\_\_\_\_  
 Date Established: \_\_\_\_\_  
 Specific purposes(s) for which Consumer Reports will be used: \_\_\_\_\_  
 Is the applicant engaged in the underwriting of insurance?  Yes  No  
 Is the company licensed or providing service as an attorney or detective/investigative agency?  
 Yes  No If yes, indicate which: \_\_\_\_\_  
 Does the company intend to resell or release information from the consumer credit report to a third party?  
 Yes  No  
 Will the company, or does the company provide credit repair or credit counseling services for a fee?  
 Yes  No

Complete for  Sole Proprietor or  Partnership (Indicate which):

Owner Name: \_\_\_\_\_  
 Resident Address: Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Owner Name: \_\_\_\_\_

Resident Address: Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_  
 Social Security #: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Owner Name: \_\_\_\_\_

Complete for Corporation:

Officer Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Officer Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Officer Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

**Membership Application for Credit Reports**

**Bank Information:**

Name of Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Bank Phone Number: \_\_\_\_\_

**Business Checking Account Information:**

Name of Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_

**Business References:** (Provide three references)

- 1.) Business Name: \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_
  
- 2.) Business Name: \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_
  
- 3.) Business Name: \_\_\_\_\_  
Bus. Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_

I certify that the information provided on this application is true. I understand by the signature below, that you have my permission to pull a personal credit report on owners of this company in connection with approval of this application.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment E: FCRA Summary of Rights**

Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

**A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

#### TYPE OF BUSINESS AND CONTACT:

Consumer reporting agencies, creditors and others not listed below:  
Federal Trade Commission: Consumer Response Center - FCRA  
Washington, DC 20580  
877-382-4357

National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)  
Office of the Comptroller of the Currency  
Compliance Management, Mail Stop 6-6  
Washington, DC 20219  
800-613-6743

Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)  
Federal Reserve Board  
Division of Consumer & Community Affairs  
Washington, DC 20551  
202-452-3693

Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)  
Office of Thrift Supervision  
Consumer Complaints  
Washington, DC 20552  
800-842-6929

Federal credit unions (words "Federal Credit Union" appear in institution's name).  
National Credit Union Administration  
1775 Duke Street  
Alexandria, VA 22314  
703-519-4600



11019 McCormick Road, Suite 120  
Hunt Valley, Maryland 21031  
800.635.1649 Fax 855.584.8420

State-chartered banks that are not members of the Federal Reserve System  
Federal Deposit Insurance Corporation  
Consumer Response Center,  
2345 Grand Avenue, Suite 100  
Kansas City, Missouri 64108-2638  
877-275-3342

Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate  
Commerce Commission  
Department of Transportation  
Office of Financial Management  
Washington, DC 20590  
202-366-1306

Activities subject to the Packers and Stockyards Act, 1921  
Department of Agriculture  
Office of Deputy Administrator - GIPSA  
Washington, DC 20250  
202-720-7051

**Attachment F: Notice of Users of Consumer Reports**

All users subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit). Persons not subject to the Commission's jurisdiction should consult with their regulators to find any relevant regulations.

**NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA),<sup>15</sup> U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website at [www.ftc.gov/credit](http://www.ftc.gov/credit). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS****A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

**2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

**3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at [www.ftc.gov/credit](http://www.ftc.gov/credit).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at [www.ftc.gov/credit](http://www.ftc.gov/credit).

**II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

**III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES****A. Employment Other Than in the Trucking Industry**

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if

any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

#### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

#### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

#### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

## VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identity of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified

to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

**B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

**C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

**IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 625 15 U.S.C. 1681u
Section 603 15 U.S.C. 1681a	Section 626 15 U.S.C. 1681v
Section 604 15 U.S.C. 1681b	Section 627 15 U.S.C. 1681w
Section 605 15 U.S.C. 1681c	Section 628 15 U.S.C. 1681x
Section 605A 15 U.S.C. 1681cA	Section 629 15 U.S.C. 1681y
Section 605B 15 U.S.C. 1681cB	
Section 606 15 U.S.C. 1681d	
Section 607 15 U.S.C. 1681e	
Section 608 15 U.S.C. 1681f	
Section 609 15 U.S.C. 1681g	
Section 610 15 U.S.C. 1681h	
Section 611 15 U.S.C. 1681i	
Section 612 15 U.S.C. 1681j	
Section 613 15 U.S.C. 1681k	
Section 614 15 U.S.C. 1681l	
Section 615 15 U.S.C. 1681m	
Section 616 15 U.S.C. 1681n	
Section 617 15 U.S.C. 1681o	
Section 618 15 U.S.C. 1681p	
Section 619 15 U.S.C. 1681q	
Section 620 15 U.S.C. 1681r	
Section 621 15 U.S.C. 1681s	
Section 622 15 U.S.C. 1681s-1	
Section 623 15 U.S.C. 1681s-2	
Section 624 15 U.S.C. 1681t	

**DISCLOSURE AND AUTHORIZATION**  
 [IMPORTANT -- PLEASE READ CAREFULLY BEFORE SIGNING AUTHORIZATION]

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

**[Employer]** ("The Company") may obtain information about you for employment purposes from a third party consumer reporting agency. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history, or other background checks. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying. You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and disclosure of the nature and scope of any investigative consumer report and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by Pinkerton Consulting and Investigations, 11019 McCormick Road, Suite 120, Hunt Valley, MD, 800-635-1649, or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

<p><b>New York and Maine applicants or employees only:</b> You have the right to inspect and receive a copy of any investigative consumer report requested by <b>[Employer]</b> by contacting the consumer reporting agency identified above directly. You may also contact the Company to request the name, address and telephone number of the nearest unit of the consumer reporting agency designated to handle inquiries, which the Company shall provide within 5 days.</p>
<p><b>New York applicants or employees only:</b> Upon request, you will be informed whether or not a consumer report was requested by <b>[Employer]</b>, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.</p>
<p><b>Oregon applicants or employees only:</b> Information describing your rights under federal and Oregon law regarding consumer identity theft protection, the storage and disposal of your credit information, and remedies available should you suspect or find that the Company has not maintained secured records is available to you upon request.</p>
<p><b>Washington State applicants or employees only:</b> You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.</p>

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Pinkerton Consulting and Investigations, 11019 McCormick Road, Suite 120, Hunt Valley, MD, 800-635-1649, another outside organization acting on behalf of the Company, and/or the Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

<p><u>New York applicants or employees only:</u> By signing below, you also acknowledge receipt of Article 23-A of the New York Correction Law.</p>
<p><u>Minnesota and Oklahoma applicants or employees only:</u> Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company. <input type="checkbox"/></p>
<p><u>California applicants or employees only:</u> By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law. <input type="checkbox"/></p>

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

Signature: \_\_\_\_\_  
 13157644v.2

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

Rev. 08/2011

Background Information Form

Last Name \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_

Other Names/Alias \_\_\_\_\_

Social Security\* # \_\_\_\_\_ Date of Birth\* \_\_\_\_\_

Driver's License # \_\_\_\_\_ State of Driver's License \_\_\_\_\_

Present Address \_\_\_\_\_ Phone Number \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Previous Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Former Employer \_\_\_\_\_ Position \_\_\_\_\_ Dates of Employment \_\_\_\_\_

\*This information will be used for background screening purposes only and will not be used as hiring criteria.

[Note: If you do business in Utah, you cannot ask for DOB, driver's license, or SSN until either a confidential offer of employment or at the time the background report will be run.]

## Debbie Klein

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**From:** Galen West [galen.west@westlawofficepc.com]  
**Sent:** Wednesday, January 11, 2012 10:27 AM  
**To:** Debbie Klein  
**Cc:** Barry Cook  
**Subject:** Pinkerton

Debbie:

These are in acceptable form, but I would note that it appears the appropriate boxes need to be checked in III.

Galen

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**From:** Debbie Klein [mailto:DKlein@cityofgreenriver.org]  
**Sent:** Tuesday, January 10, 2012 10:48 AM  
**To:** 'Me'  
**Subject:** FW:

Have you reviewed the attached yet? Shall I plan to take this to the Governing Body in February?

### **Deborah Klein Robertson, MPA, IPMA-CP, PHR**

Director of Human Resources  
City of Green River  
50 East 2nd North Street  
Green River, WY 82935  
307 872-6135

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**From:** Kristyn Rickman  
**Sent:** Tuesday, January 03, 2012 11:11 AM  
**To:** Debbie Klein  
**Subject:** FW:

Is this an agreement that will need to be signed by the Mayor, or can we sign it? It says the new agreement won't affect any established pricing or services, but I don't know if that is a factor in deciding who signs the agreement.

Thanks ☺

*Kristyn*

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**From:** [Tamika.Holden@ci-pinkerton.com](mailto:Tamika.Holden@ci-pinkerton.com) [mailto:Tamika.Holden@ci-pinkerton.com]  
**Sent:** Tuesday, December 27, 2011 8:20 AM  
**To:** [Tamika.Holden@ci-pinkerton.com](mailto:Tamika.Holden@ci-pinkerton.com)  
**Subject:**

ACTION REQUIRED – NEW PINKERTON AGREEMENT

To whom it may concern:

Every year Pinkerton has an outside source audit our agreements and forms to make sure we stay compliant with the Fair Credit Reporting Act (FCRA), as the laws change on a regular basis. Due to some recent changes, we have found the need to modify our agreements and our release forms. This change does not affect any established pricing or services. It is only in regards to compliance with the FCRA, both for our clients and Pinkerton.

Please find attached the following documents:

- Disclosure and Authorization - The new release form that needs to be used for all applicants.
- End User Agreement - The agreement to complete, sign, and return on behalf of your organization.

Once the new agreement is completed and signed please send via email to [pinkerton.customerservice@ci-pinkerton.com](mailto:pinkerton.customerservice@ci-pinkerton.com), or fax to 443.281.5691 by February 1, 2012 to avoid any potential service interruption.

For detailed instructions in completing the agreement, please see below the corresponding page number and action:

Section	Page #	Classification	Instructions
End User Agreement	2	Required	Print organization name.
III. End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)	2	Required	Check box.
XII. Term and Termination	9	Required	Print organization name and address.
XV. Execution - Signature	10	Required	Sign. Then print date, name, and title.
Attachment A: Account Information	12	Required	Fill in information, check box.
Attachment B: Pinkerton Background Research System	13/14/15	Optional	Disregard if you already have access to PBRS or if you prefer to fax/email requests. Only complete if you wish to create a new account using the web-based system or to add additional users.
Details about this Account	17	Optional	Only check boxes if applicable.
Attachment D: Credit Report Requirements	19/20/21	Optional	Only complete if processing credit reports and not previously completed.

If you have any questions, please contact me at 410-229-5476 or [Tamika.holden@ci-pinkerton.com](mailto:Tamika.holden@ci-pinkerton.com). Thank you!

*Tamika Holden*  
*Customer Service Representative*  
*Pinkerton Consulting and Investigations*  
*11019 McCormick Road*  
*Suite 120*  
*Hunt Valley, MD. 21031*  
*410.229.5476 - Direct*

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Social Security numbers, credit card numbers, bank and credit union account numbers, health insurance plan identification numbers, driver's license numbers, dates of birth, and other similar information associated with an individual that, if misused, might compromise that person's personal or financial security.