

## SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION

**WHEREAS**, The City of Green River recognizes the importance of designating a time devoted to increasing the general public's awareness of sexual assault and support of agencies providing services to victims of sexual assault; and

**WHEREAS**, Volunteers and service providers in our community are working to provide a continuum of care to sexual assault survivors through 24-hour hotlines, counseling, support groups, advocacy, medical care and education; and

**WHEREAS**, The YWCA Support and Safe House Program promotes sexual assault prevention by offering educational presentations to schools, churches and civic organizations as well as professional training to medical, mental health, law enforcement, educators, and criminal justice personnel regarding sexual assault issues; and

**WHEREAS**, The YWCA Support and Safe House Program requests public support and assistance as we hold forth a vision of a community free from sexual violence;

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

### SEXUAL ASSAULT AWARENESS MONTH

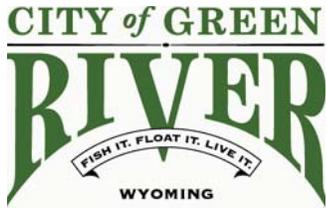
in the City of Green River, and I commend the observance to all citizens, by urging each to learn what can be done to combat the violence, and become aware of the prevention measures and the services available for the survivors. Teal ribbons will be placed on trees and will also be available throughout the community to wear to support awareness of sexual assault during the month of April.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 3<sup>rd</sup> day of April, 2012.

eliminating racism  
empowering women **ywca**

A blue ink signature of Hank Castillon, Mayor of Green River, Wyoming.

MAYOR HANK CASTILLON



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: March 28, 2012	Submitting Department: Parks & Recreation
Meeting Date: April 3, 2012	Department Director: Allan Wilson
	Presenter: Allan Wilson

**Subject:** Council consideration of 1<sup>st</sup> Reading of the proposed ordinance to vacate the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

**Purpose Statement:** 1<sup>st</sup> Reading of a proposed Ordinance to vacate the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

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

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

**Attachments:**  
 Proposed Ordinance

**Fiscal Impact:**

**Staff Impact:** NA

**Legal Review:**  
 Approved

**Recommendation:** Staff recommends the Governing Body proceed with the 1<sup>st</sup> Reading of Ordinance No. 2012-\_\_\_\_ vacating the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

**Suggested Motion:** I move to approve on first reading of Ordinance No 2012-\_\_\_\_ Vacating the Old Lincoln Track and Field at Castle Rock Park from Public Park Land.

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

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

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

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

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

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

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

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

PASSED, ADOPTED AND APPROVED THIS \_\_\_\_\_ DAY OF May, 2012.

CITY OF GREEN RIVER, WYOMING  
A Municipal Corporation

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_



**CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation**

Preparation Date: March 19, 2012	Submitting Department: Public Works
Meeting Date: April 3, 2012	Department Director: Mike Nelson
	Presenter: Mike Nelson

**SUBJECT:** Traffic Committee Recommendation for a Timed Parking Zone

**PURPOSE STATEMENT:** The Traffic Committee is recommending a 15 minute Timed Parking Zone be installed on Mansface St at the Mansface Terrace.

**BACKGROUND/ALTERNATIVES:** A request by Ken Franck was received and reviewed by the Traffic Committee, requesting a timed parking zone be installed along Mansface St for the purpose of loading and unloading passengers from the Mansface Terrace Apartments. Currently there is a small 10 foot no parking zone which causes vehicles to double park when loading and unloading passengers, making an unsafe situation.

The management of Mansface Terrace Apartments was made aware of the request and confirmed that there is a real need for a timed loading zone at this location.

The Traffic Committee voted to install a 15 minute timed parking zone to accommodate the loading and unloading of passengers in a safe manner. By Ordinance a specific time limit for permitted parking shall be recommended by the Traffic Committee and approved by Resolution by the Governing Body.

**ATTACHMENTS:** Resolution.

**FISCAL IMPACT:** Minimal.

**STAFF IMPACT:** Minimal, install signs.

**LEGAL REVIEW:** Legal Council reviewed and approved the resolution is in acceptable form 3/23/12.

**RECOMMENDATION:** To adopt the resolution to install a 15 minute timed parking zone at 320 Mansface St for the Mansface Terrace Apartments.

**SUGGESTED MOTION:** I move to adopt the resolution to install a 15 minute timed parking zone at 320 Mansface St for the Mansface Terrace Apartments.

**RESOLUTION NO. R12-\_\_\_**

A RESOLUTION AUTHORIZING THE PLACEMENT OF A FIFTEEN-MINUTE PARKING ZONE SIGN ON MANSFACE STREET AT THE MANSFACE TERRACE APARTMENTS IN THE CITY OF GREEN RIVER, WYOMING.

WHEREAS, the Traffic Committee reviewed a request for a fifteen-minute timed parking zone on Mansface Street at the Mansface Terrace Apartments; and

WHEREAS, the Traffic Committee determined there is a need for a timed zoned for the purpose of loading and unloading passengers safely at the Mansface Terrace Apartments; and

WHEREAS, the Governing Body of the City of Green River, Wyoming, has reviewed the recommendations of the Traffic Committee and found the installation of a fifteen-minute parking zone on Mansface Street, at the Mansface Terrace Apartments, to accommodate the loading and unloading of passengers in a safe manner, to be in the best interests of the residents of Mansface Terrace and the local area;

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Green River, Wyoming: that a fifteen-minute parking zone shall be established and appropriate signs placed, prohibiting motor vehicle parking in the excess of fifteen minutes on the westerly side of Mansface Street as set forth graphically on the attached map.

DATED THIS 3<sup>RD</sup> DAY OF APRIL, 2012.

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

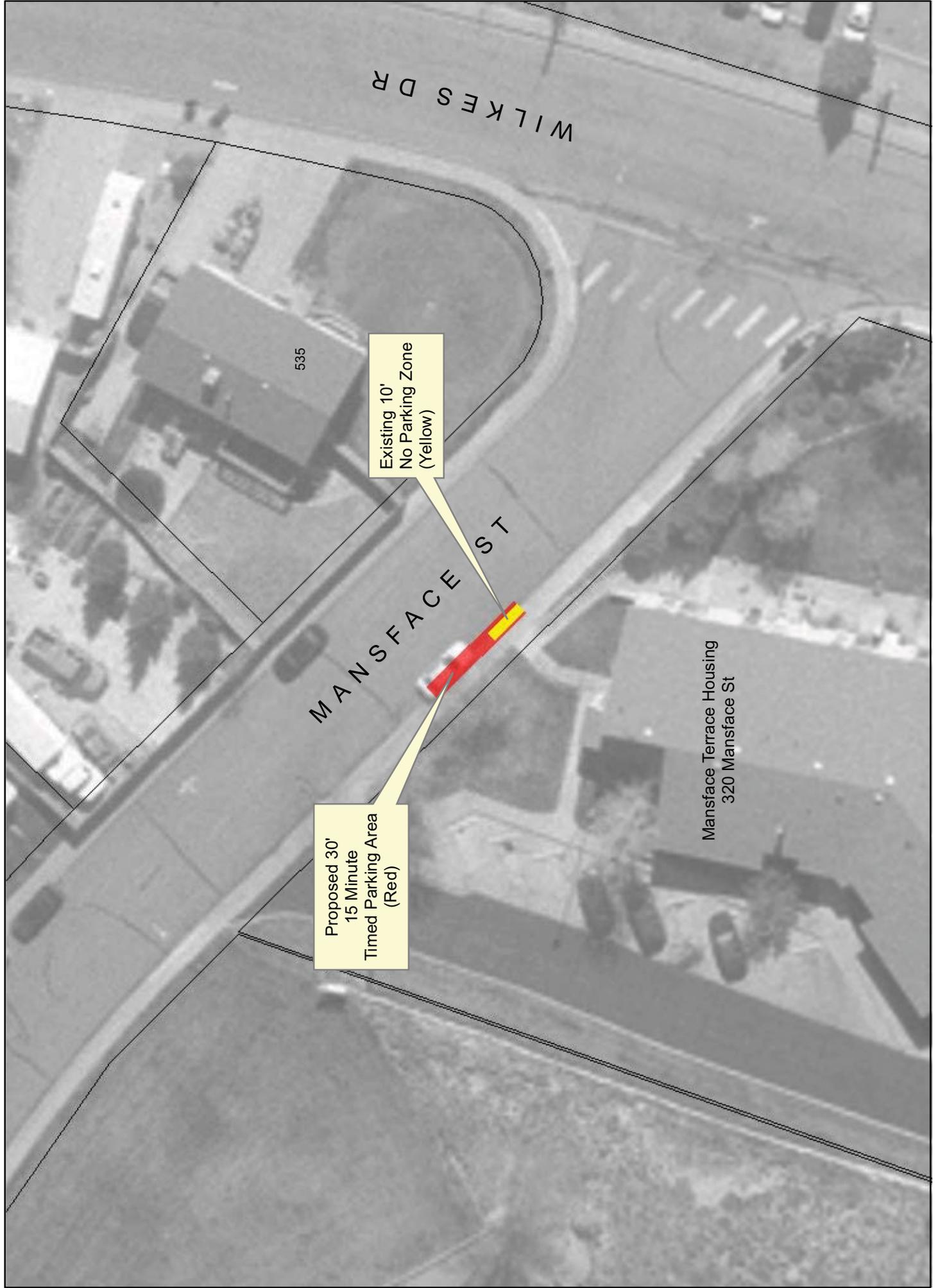
H. Castillon, Mayor

ATTEST:

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

# Proposed 15 Minute Parking - Mansface Terrace Housing - 320 Mansface St

CITY OF GREEN RIVER - SWEETWATER COUNTY, WYOMING



Proposed 30'  
15 Minute  
Timed Parking Area  
(Red)

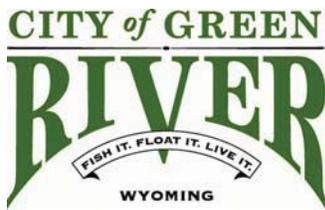
Existing 10'  
No Parking Zone  
(Yellow)

MANSFACE ST

WILKES DR

535

Mansface Terrace Housing  
320 Mansface St



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: March 21, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 03, 2012	Department Director: Allan Wilson
	Presenter: Agenda Item

## **SUBJECT: Consideration of a Resolution for the Otis Elevator at the Green River Visitors Center**

### PURPOSE STATEMENT

The purpose of the resolution is to create budget authority for the maintenance agreement for the elevators at the Green River Visitors Center.

### BACKGROUND/ALTERNATIVES

The City of Green River is under contract since 1988 with the Otis Elevator Company for on-going service, maintenance and repair for two elevators located at City Hall and at the Recreation Center. Otis Elevator has submitted a quote to perform preventive maintenance on the elevator at the Visitors Center.

Otis Elevator Company is the only vendor that services the Green River Recreation center and City Hall elevators; thus making them a sole vendor.

The term of the contract will be one year from the date of commencement. Unless otherwise modified the term will be 5 years; automatically renewing each five years for an additional 5 years.

### ATTACHMENTS

Resolution

### FISCAL IMPACT

This \$223/ month or \$2,676/year

### STAFF IMPACT

None

### LEGAL REVIEW

None

### RECOMMENDATION

Approve the resolution

### SUGGESTED MOTION

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase the Parks and Recreation Department budget for elevator maintenance at the Visitor's Center in the amount of \$2,676

**Resolution No. R12-**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE PARKS AND RECREATION DEPARTMENT BUDGET FOR ELEVATOR MAINTENANCE AT THE VISITOR'S CENTER IN THE AMOUNT OF \$2,676

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-660-6330 (Non-Professional Services) in the amount of \$2,676

**And whereas**, to decrease the un-appropriated Fund Balance Account in the General Fund in the amount of \$2,676

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 3<sup>rd</sup> DAY OF APRIL, 2012.

SIGNED:

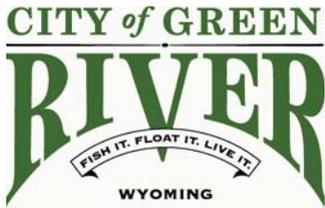
\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: March 26, 2012	Department: Fire Department
Meeting Date: April 3, 2012	Department Head: Chief Mike Kennedy
	Presenter: Chief Mike Kennedy

**Subject:**

New Four Person UTV

**Purpose Statement:**

Approve the purchase of a New UTV, trailer, and slide in unit in the amount of \$20,000.00

**Background/Alternatives:**

In fitting in with a Family Oriented Community and Great Choices for Recreation the Fire Department believes that this will enhance the response capabilities in areas where access is limited by Rescue vehicles. The City’s Residents and visitors recreate in these types of areas and do call upon us in emergency situations for assistance.

**Attachments:**

Presentation showing areas of concern to the Fire Department and recommendation

**Fiscal Impact:** Use of funds from the sale of a 1985 BAUER Air Compressor (\$4,762) and a 1988 E-ONE Fire Apparatus (\$15,010)

**Staff Impact:** None expected

**Legal Review:** None

**Recommendation:**

Recommend the purchase of a Four Person UTV, trailer and slide in unit for the Fire Department in the amount of \$20,000.00

**Suggested Motion:**

I move to approve a Resolution for the Governing Body of the City of Green River, Wyoming, to increase the Fire Department Budget for the purchase of a Utility Terrain Vehicle (UTV) in the amount of \$20,000

**Resolution No. R12-**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE FIRE DEPARTMENT BUDGET FOR THE PURCHASE OF A UTILITY TERRAIN VEHICLE (UTV) IN THE AMOUNT OF \$20,000

**Whereas**, to increase the expenditure budget authority in the General Fund: line item 10-310-8215 (Fire Dept UTV) in the amount of \$20,000

**And whereas**, to decrease the un-appropriated Fund Balance Account in the General Fund in the amount of \$20,000

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 3<sup>rd</sup> DAY OF APRIL, 2012.

SIGNED:

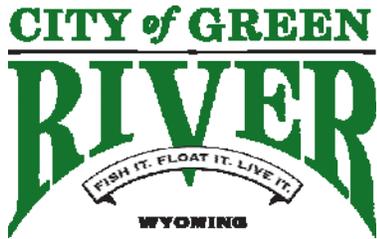
\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation

Preparation Date: 3/19/12	Submitting Department: Legislative
Meeting Date: 4/3/12	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

**SUBJECT:**

**Amendment of Classification Plan and the Salary Resolution to Add the Position of Executive Assistant**

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**PURPOSE STATEMENT**

To add the position of Executive Assistant to the Classification Plan and the position list in the grade tables.

**BACKGROUND / ALTERNATIVES**

The position of Senior Administrative Assistant in the Legislative/Administration area has been reviewed internally and by a professional classification consultant.

The position of Executive Assistant has been developed to aid the Mayor and Council with administrative and operational matters.

**ATTACHMENTS**

Attached are the resolution amending the Classification Plan, the new job description, and the resolution amending the Salary Resolution.

**FISCAL IMPACT**

The reclassification of the existing Senior Administrative Assistant in the Legislative/Administration area would include (as provided for in City policy) a wage increase. (This would amount to approximately \$3,162 annually in wages only. This does not include benefits that are based on wage or any potential increases based on COLA or merit.)

**STAFF IMPACT**

This change will restructure the staff support for the Mayor and Council.

**LEGAL REVIEW**

The City Attorney has reviewed the job description.

## **RECOMMENDATIONS**

- 1) That the Governing Body approve the attached resolution establishing the job description and authorize the Mayor to sign it.
- 2) That the Governing Body approve the attached resolution amending the Salary Resolution and authorize the Mayor to sign it.

## **SUGGESTED MOTION**

- 1) I move to approve the attached resolution establishing the job description and authorize the Mayor to sign it.
- 2) I move to approve the attached resolution amending the Salary Resolution and authorize the Mayor to sign it.

**Resolution No. \_\_\_\_\_**

**A RESOLUTION AMENDING THE  
CITY'S CLASSIFICATION PLAN**

**WHEREAS**, the City of Green River has previously adopted a Classification Plan setting forth the titles and job descriptions for all positions of employment with the City, and

**WHEREAS**, the purpose of the Classification Plan is to assist in the internal management of the City, specifically its employees and staff, and as such is a policy that needs to change as often as the needs of the City change.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the City of Green River, Wyoming, that the Classification Plan, adopted on the 7<sup>th</sup> day of October, 2003, is hereby amended as follows:

- 1) The position of Executive Assistant is created. (The job description is Attachment A.)

**APPROVED**, this 3rd day of April, 2012.

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

ATTEST:

\_\_\_\_\_  
Jeffrey Nieters  
Clerk/Treasurer



## Executive Assistant

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### **DEFINITION**

Under direction, this position provides direct administrative support to the Mayor, City Council, City Administrator, and Public Affairs Specialist and manages the daily operations of the offices of the Mayor and the City Administrator.

### **SUPERVISION RECEIVED**

Coordinates on a daily basis directly with the Mayor and City Administrator; reports to the City Administrator.

### **SUPERVISION EXERCISED**

Exercises direct supervision over administrative support staff.

### **EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES (General)**

- Serves as a liaison for the Mayor and City Administrator and expedites the completion of time-sensitive papers, briefings, and special projects on senior leadership items of interest; gathers background data, identifies and obtains missing information, ensures proper coordination, and continually updates recurring briefings; researches, evaluates and integrates data to complete projects and briefings in a timely and accurate manner; identifies administrative operational problem areas and provides recommendations to the Mayor and City Administrator.
- Tracks actions on assigned tasks and projects; identifies stakeholders in tasks/projects and collaborates to ensure timely completion; monitors status of all tasks and projects to measure progress, to ensure completion by suspense date, and to identify variances effecting the successful completion.
- Drafts correspondence for signature of the Mayor, City Administrator, and Public Affairs Specialist; reviews outgoing correspondence and ensures compliance with appropriate guidelines and procedures; provides advice and guidance to the Mayor, City Council, and City Administrator on procedural requirements; assists administrative staff in locating and selecting the appropriate guidelines, references and procedures for applications to specific cases.
- Receives and screens telephone calls and email; greets visitors and ascertains the nature of calls or visits; determines which calls should be brought to the Mayor's or City

Administrator's personal attention; coordinates and resolves calendar schedule conflicts between multiple levels of management; coordinates extensive travel arrangements in accordance with appropriate travel regulations; organizes meetings with outside elected officials and business leaders.

- Assists staff to perform research and develop reports identifying trends and potential areas for improvement; works with the Mayor and City Administrator to identify needs and prepare new or revised standard operating procedures affecting the offices of the Mayor and City Administrator.
- Performs related duties.

### **KNOWLEDGE REQUIRED BY THE POSITION**

### **OTHER JOB RELATED DUTIES**

Perform related duties and responsibilities as assigned.

### **ESSENTIAL JOB RELATED QUALIFICATIONS**

- Knowledge of modern office practices and procedures.
- Knowledge of city policies, procedures, operations, and departments.
- Knowledge of research and report preparation principles.
- Skill in the operation of computers and job related software programs.
- Skill in decision making and problem solving.
- Skill in determining and setting priorities, identifying and organizing work, and determining resource requirements.
- Skill in dealing with the public and in the provision of customer services.
- Skill in oral and written communication in order to respond to inquiries, advise and consult with the public and with staff, and respond to information requests about the city's mission and programs.

### **Ability to:**

Interpret and apply pertinent federal, state, and local laws, codes, and regulations including administrative and departmental policies and procedures.

Research, compile, analyze, interpret, and prepare a variety of fiscal, statistical, and administrative reports.

Compile, tabulate, and analyze data and information and prepare summaries and reports.

- Develop operating procedures to implement programs and policies.
- Read, understand, apply, and explain technical policies and procedural requirements.
- Perform responsible and difficult administrative work involving the use of independent judgment and personal initiative.
- Work under limited supervision within a broad framework of standard policies and procedures.
- Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.
- Respond to questions from the public and City personnel regarding policies and procedures for the assigned area.
- Work cooperatively with other departments, divisions, City officials, and outside agencies.
- Analyze situations carefully and adopt effective courses of action.
- Maintain confidential data and information.
- Independently prepare correspondence, memoranda, and minutes of meetings.
- Perform mathematical computations quickly and accurately.
- Provide supervision and training to assigned staff.
- Plan and organize work to meet schedules and timelines.
- Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain, and foster positive and harmonious working relationships with those contacted in the course of work.
- Understand and interpret the City Code Book of Ordinance; the City Governing Body Handbook; the City Marketing, Branding and Design Action Plan; the City Administrative Procedures Manual; the City Classification Plan; the City Personnel Policies & Procedures Manual; and the Executive Assistant Procedures Desk Manual.

**Skill to:**

- Operate modern office equipment including computer equipment and software.
- Type and enter data speeds necessary for successful job performance.
- Prepare and transcribe recorded minutes.
- Operate a motor vehicle safely.

**MINIMUM QUALIFICATIONS**

**Experience:**

Seven years of increasingly responsible administrative secretarial, administrative assistant, office management, or related experience.

**Training:**

Equivalent to a high school diploma supplemented by specialized training and coursework in accounting, management, business administration, office practices, or a related field.

**License or Certificate:**

Possession of, or ability to obtain, an appropriate, valid driver's license.

**SPECIAL REQUIREMENTS**

*Essential duties require the following physical skills and work environment:*

Ability to work in a standard office environment including ability to sit, stand, walk, kneel, crouch, stoop, squat, twist, and lift 20 lbs.; ability to travel to different sites and locations.

Effective date: April 2012

Revised:

**Resolution R\_\_\_\_\_**

**A Resolution R\_\_\_ amending Resolution R11-31 establishing wages for all Elected and Appointed Officials of the City of Green River, Wyoming, for the Fiscal Year ending June 30, 2012.**

**Section I. Appointed and Elected Officials**

	FYE 2011	FYE 2012	FYE 2013
	Salary	Salary	Salary
Mayor	\$1,500/mo.	\$1,500/mo.	\$1,500/mo.
Council Members	\$1,000/mo.	\$1,000/mo.	\$1,000/mo.
City Administrator	\$112,793/year	\$112,793/year	\$112,793/year
Municipal Judge	\$50,000/year	\$51,500/year	\$50,000/year
City Attorney	\$58,868/year	\$58,868/year	\$58,868/year
City Prosecutor	\$57,690/year	\$57,690/year	\$57,690/year

**Section II. Classified Full Time and Part Time City Positions**

The list of full time and part time positions and grade designations is provided in Attachment A.

**Section III. Range Placement Table**

The ranges assigned to full time and part time classifications are provided in the Grade Placement Table which is Attachment B.

**Section IV. Fire Department Wage Rates**

Captains	\$37.00/call + \$145/mo.		
Lieutenant	\$37.00/call		
Firefighters	\$23.80/call (Firefighter I)	\$30.40/call (Firefighter IIa)	\$33.71/call (Fire Apparatus Off.)

**Passed, Adopted, and Approved this 3rd day of April, 2012.**

**Approved:** \_\_\_\_\_  
**H. Castillon, Mayor**

**Attest:** \_\_\_\_\_  
**Jeff Nieters**  
**City Clerk**

## City of Green River Positions

<u>Position</u>	<u>Grade</u>
Director of Community Development	25
Director of Finance/City Clerk	25
Director of Human Resources	25
Director of Parks and Recreation	25
Director of Public Works	25
Fire Chief	25
Police Chief	25
Assistant City Engineer	23
Assistant Fire Chief	22
Police Lieutenant	22
Accounting Supervisor	21
Engineer	21 <sup>1</sup>
Utility Manager	21 <sup>2</sup>
Parks, Facilities, and Project Manager	21
Fleet Maintenance Supervisor	19
IT Specialist II	19
Police Sergeant	19
Purchasing/Payroll Supervisor	19
Recreation Supervisor	19
Sanitation Supervisor	19
Senior Building Inspector	19
Senior Planner	19
Streets Supervisor	19
<b>Executive Assistant</b>	<b>18</b>
GIS Specialist	17
IT Specialist I	17
Main Street Manager	17
Planner	17
Police Officer III	17
Recreation Specialist	17
Urban Renewal/Main Street Administrator	17
Animal Control Supervisor	16

Engineering Technician	16
Human Resources Analyst	16
Lead Fleet Technician	16
Lead Public Safety Dispatcher	16
Parks Maintenance Crew Leader	16
Police Officer II	16
Utility Technician Crew Leader	16 <sup>2</sup>
Building Inspector	16
Public Affairs Specialist	16
Clerk of Court	14
Code Enforcement Officer	14
Deputy City Clerk	14
Fleet Technician III	14
Police Officer I	14
Senior Administrative Assistant	14
Sanitation Crew Leader	14
Streets Maintenance Crew Leader	14
Utility Technician III	14 <sup>2</sup>
Zoning/Building Technician	14
Accounting Technician III	13
Administrative Assistant III	12
Fleet Technician II	12
Parks Maintenance Operator III	12
Public Safety Dispatcher III	12
Recreation Facility Coordinator	12
Sanitation Operator III	12
Streets Maintenance Operator III	12
Utility Technician II	12
Accounting Technician II	11
Animal Control Officer II	11
Administrative Assistant II	10
Animal Control Officer I	10
Fleet Technician I	10
Head Lifeguard	10
Parks Maintenance Operator II	10
Public Information Coordinator	10
Public Safety Dispatcher II	10
Sanitation Operator II	10
Streets Maintenance Operator II	10
Utility Technician I	10

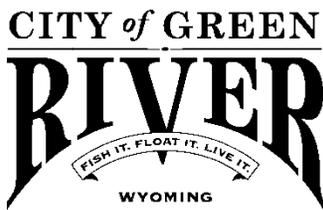
Accounting Technician I	9
Administrative Assistant I	9
Parks Maintenance Operator I	9
Public Safety Dispatcher I	9
Sanitation Operator I	9
Scalehouse Operator	9
Streets Maintenance Operator I	9
Meter Reader	9
Laborer	7
Instructor Trainer	5
Recreation Assistant	5
Instructor	4
Shift Supervisor	4
Administrative Intern	3
Building Custodian	3
Engineering Assistant	3
Fire Maintenance Technician	3
Information Technology Assistant	3
Instructor Aide	3
Lifeguard	3
Office Assistant	3
Parks Maintenance Assistant Crew Leader	2
Weed Crew Leader	2
Animal Shelter Attendant	1
Crossing Guard	1
Mechanic Assistant	1
Parks Maintenance Assistant	1
Public Works Maintenance Assistant	1
Recreation Center Attendant	1
Recreation Leader	1
Utility Assistant	1
Weed Crew Worker	1

<sup>1</sup> Place at grade 22 if Professional Engineer in the State of Wyoming.

<sup>2</sup> If in possession of multiple certifications, an incumbent in this position may exceed the maximum of the pay range by 10%.

Grade Placement Table -- FYE 2012					
GRADE	MINIMUM		MAXIMUM		GRADE
	Annual Salary	Hourly Rate	Annual Salary	Hourly Rate	
1	22,885.16	11.00	34,327.74	16.50	1
2	24,043.72	11.56	36,065.58	17.34	2
3	25,260.94	12.14	37,891.40	18.22	3
4	26,539.77	12.76	39,809.65	19.14	4
5	27,883.35	13.41	41,825.02	20.11	5
6	29,294.94	14.08	43,942.41	21.13	6
7	30,778.00	14.80	46,166.99	22.20	7
8	32,336.13	15.55	48,504.20	23.32	8
9	33,973.15	16.33	50,959.72	24.50	9
10	35,693.04	17.16	53,539.56	25.74	10
11	37,500.00	18.03	56,250.00	27.04	11
12	39,398.44	18.94	59,097.66	28.41	12
13	41,392.98	19.90	62,089.48	29.85	13
14	43,488.50	20.91	65,232.75	31.36	14
15	45,690.11	21.97	68,535.16	32.95	15
16	48,003.17	23.08	72,004.76	34.62	16
17	50,433.33	24.25	75,650.00	36.37	17
18	52,986.52	25.47	79,479.78	38.21	18
19	55,668.96	26.76	83,503.44	40.15	19
20	58,487.20	28.12	87,730.80	42.18	20
21	61,448.12	29.54	92,172.17	44.31	21
22	64,558.93	31.04	96,838.39	46.56	22
23	67,827.22	32.61	101,740.83	48.91	23
24	71,260.98	34.26	106,891.46	51.39	24
25	74,868.56	35.99	112,302.84	53.99	25

6/2011



**CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation**

Preparation Date: 3/28/12	Submitting Department: Public Works
Meeting Date: 4/3/12	Department Director: Jeff Nieters/Mike Nelson
	Presenter: Mike Nelson

**SUBJECT:** Funding for 2013 Street Improvement Project (SIP)

**PURPOSE STATEMENT:** To acquire funding for the 2013 SIP to allow the Project to be bid and start construction before July.

**BACKGROUND/ALTERNATIVES:** In a typical year budgets go into effect July 1; no money from the new budget can be spent until after that date. Projects cannot be advertised until money is available for the project.

To get an earlier start date for the 2013 SIP, we are requesting funding for this Project be made available now.

The *advantages* of bidding as early in the spring as possible are:

- Allows earlier start of construction
- Provides better opportunity to complete work before winter
- City knows what the project costs are expected to be; helps with adding funds (if required) at regular budget time.
- Based on Bids allows for phasing of the project (as proposed with this Project) or pulling portions of the project from the Bid.

*Disadvantages* are:

- Takes funding from the City wide budget process, leaving less money for the regular budget process.

To complete the planned Streets and Montana Way will require an estimated \$2,000,000. These costs represent 5% for miscellaneous costs and materials/testing but no Force Account work. Per street cost breakdown follows:

<u>Street</u>	<u>From/To</u>	<u>Probable Cost</u>
Pecan	Riverview to End	\$187,535
Yates	Knotty Pine to Waggener	\$378,733
Brandner	Knotty Pine to Cul de Sac	\$365,205
Summer View	Cliff View to Trail	\$205,061
Spring View	Cliff View to Trail	\$208,018
Montana Way	East Teton to Cul de Sac	<u>\$652,000</u>
		<i>\$2,000,000</i>

**ATTACHMENTS:** Street Cost Breakdown Spreadsheet

**FISCAL IMPACT:** By funding will leave little in the General Fund un-appropriated account and we are borrowing from the Risk Management fund.

STAFF IMPACT: Minimal

LEGAL REVIEW: N/A

RECOMMENDATION: Staff recommends authorizing the resolution.

SUGGESTED MOTION:

I move to approve the resolution for the Governing Body of the City of Green River, Wyoming, to increase Capital Projects Fund for the Street Improvement Project (SIP) 2013 in the amount of \$2,000,000

**SCHEDULE OF PRICES BY INDIVIDUAL STREET BREAKDOWN**

ITEM NO.	DESCRIPTION	UNIT	EST.		Pecan		Yates		Bradner		Summer View		Spring View		Montana Way		TOTAL PROJECT AS BID	
			PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY
1	MOBILIZATION	LUMP SUM	\$149,782	10%	\$14,978.20	17%	\$25,462.94	18%	\$26,860.76	10%	\$14,978.20	10%	\$14,978.20	38%	\$55,921.52	100.0%	\$149,782.00	
2	STORM WATER CONTROL	LUMP SUM	\$10,000	10%	\$1,000.00	17%	\$1,700.00	18%	\$1,800.00	10%	\$1,000.00	10%	\$1,000.00	38%	\$3,600.00	100.0%	\$10,000.00	
3	TRAFFIC CONTROL	LUMP SUM	\$500	10%	\$50.00	17%	\$85.00	18%	\$90.00	10%	\$50.00	10%	\$50.00	38%	\$1,800.00	100.0%	\$500.00	
4	UNCLASSIFIED EXCAVATION ABOVE SUBGRADE	CUBIC YARD	\$20	203	\$4,060.67	368	\$7,366.67	375	\$7,450.00	203	\$4,060.67	203	\$4,060.67	750	\$15,000.00	94	\$1,880.00	
5	UNCLASSIFIED EXCAVATION BELOW SUBGRADE	CUBIC YARD	\$25	61	\$1,525.00	111	\$2,762.50	113	\$2,812.50	62	\$1,537.50	62	\$1,537.50	225	\$5,625.00	640	\$16,000.00	
6	EXPLORATORY EXCAVATION	HOURL	\$200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$4,000.00	
7	ASPHALT SURFACE REMOVAL (FULL DEPTH MILLING)	SQUARE YARD	\$15.00	1,220	\$18,300.00	2,210	\$33,150.00	2,250	\$33,750.00	1,220	\$18,300.00	1,220	\$18,300.00	4,500	\$67,500.00	12,640	\$189,600.00	
9	BASE COARSE	SQUARE YARD	\$30.00	610	\$18,300.00	2,210	\$66,300.00	2,250	\$67,500.00	2,250	\$67,500.00	1,220	\$36,600.00	4,500	\$135,000.00	12,030	\$360,900.00	
10	SIDEWALK REMOVAL	SQUARE FEET	\$1.00	2,788	\$2,788.00	7,020	\$7,020.00	6,522	\$6,522.00	3,960	\$3,960.00	4,180	\$4,180.00	9,080	\$9,080.00	33,550	\$33,550.00	
11	CURE AND GUTTER REMOVAL	LINEAR FEET	\$2.00	622	\$1,244.00	1,107	\$2,214.00	1,008	\$2,016.00	620	\$1,240.00	620	\$1,240.00	1,770	\$3,540.00	5,750	\$11,500.00	
12	VALLEY GUTTER REMOVAL	SQUARE FEET	\$1.00	240	\$240.00	170	\$170.00	320	\$320.00	240	\$240.00	240	\$240.00	60	\$60.00	790	\$790.00	
13	VALLEY PAN REMOVAL	SQUARE FEET	\$1.00	268	\$268.24	308	\$307.50	308	\$307.50	268	\$268.24	268	\$268.24	60	\$60.00	560	\$560.00	
14	SAW CUT	LINEAR FEET	\$5.00	120	\$600.00	456	\$2,280.00	456	\$2,280.00	120	\$600.00	120	\$600.00	750	\$3,750.00	2,250	\$11,250.00	
15	SIDEWALK (4')	SQUARE FEET	\$7.00	2,188	\$15,316.00	2,700	\$18,900.00	2,372	\$16,604.00	2,372	\$16,604.00	1,800	\$12,600.00	4,680	\$32,760.00	15,130	\$107,910.00	
16	SIDEWALK (6')	SQUARE FEET	\$10.00	600	\$6,000.00	4,520	\$45,200.00	4,500	\$45,000.00	1,800	\$18,000.00	2,152	\$21,520.00	4,400	\$44,000.00	14,730	\$147,900.00	
17	CURE AND GUTTER (TYPE A)	LINEAR FEET	\$6.00	200	\$1,200.00	207	\$1,242.00	100	\$600.00	200	\$1,200.00	200	\$1,200.00	200	\$1,200.00	500	\$3,000.00	
18	CURE AND GUTTER (TYPE B, HAND FORM)	LINEAR FEET	\$50.00	200	\$10,000.00	200	\$10,000.00	100	\$5,000.00	200	\$10,000.00	200	\$10,000.00	200	\$10,000.00	1,100	\$55,000.00	
19	CURE AND GUTTER (TYPE C, 6" WIDE)	LINEAR FEET	\$9.00	182	\$1,638.00	728	\$6,554.00	86	\$864.00	86	\$864.00	200	\$1,800.00	1,160	\$10,440.00	2,180	\$19,620.00	
20	VALLEY PAN (6')	SQUARE FEET	\$9.00	1,500	\$13,500.00	800	\$7,200.00	600	\$5,400.00	1,500	\$13,500.00	1,230	\$11,070.00	4,500	\$40,500.00	12,640	\$113,880.00	
21	PLANT MIX BASE COURSE (2' & SURFACE COURSE (1-1/4')) COMBINED	SQUARE YARD	\$30.00	1,220	\$36,600.00	2,210	\$66,300.00	2,250	\$67,500.00	1,220	\$36,600.00	1,220	\$36,600.00	4,500	\$135,000.00	12,640	\$379,200.00	
22	ASPHALT PATCHING	SQUARE FEET	\$10.00	0	\$0.00	0	\$0.00	100	\$1,000.00	100	\$1,000.00	0	\$0.00	100	\$1,000.00	100	\$1,000.00	
23	TACK COAT	SQUARE YARD	\$1.00	1,220	\$1,220.00	2,210	\$2,210.00	2,250	\$2,250.00	1,220	\$1,220.00	1,220	\$1,220.00	4,500	\$4,500.00	12,640	\$12,640.00	
24	SEAL COAT	SQUARE YARD	\$1.00	1,220	\$1,220.00	2,210	\$2,210.00	2,250	\$2,250.00	1,220	\$1,220.00	1,220	\$1,220.00	4,500	\$4,500.00	12,640	\$12,640.00	
25	ELEVATE WATER VALVE (STANDARD DWG. #19)	EACH	\$400.00	5	\$2,000.00	2	\$800.00	1	\$400.00	1	\$400.00	1	\$400.00	7	\$2,800.00	17	\$6,800.00	
26	ELEVATE MANHOLES (STANDARD DWG. #12)	EACH	\$600.00	2	\$1,200.00	2	\$1,200.00	2	\$1,200.00	2	\$1,200.00	1	\$600.00	5	\$3,000.00	13	\$7,800.00	
27	CURE STOPS INCLUDING PARTS, EXCAVATION AND BACKFILL	EACH	\$2,000.00	5	\$10,000.00	11	\$22,000.00	12	\$24,000.00	12	\$24,000.00	6	\$12,000.00	14	\$28,000.00	54	\$108,000.00	
<b>Construction Sub-Total</b>					\$178,604.11		\$360,697.61		\$347,814.26		\$195,295.70		\$198,111.70		\$821,326.52		\$1,904,782.00	
Material Testing and Misc. (5%)					\$8,930.21		\$18,034.88		\$17,390.71		\$9,764.79		\$9,905.59		\$31,066.33		\$95,238.00	
<b>TOTAL PRICE</b>					\$187,534.31		\$378,732.49		\$365,204.97		\$205,060.49		\$208,017.29		\$852,392.85		\$2,000,000.00	

**Resolution No. R12-**

A RESOLUTION FOR THE GOVERNING BODY OF THE CITY OF GREEN RIVER, WYOMING, TO APPROVE AN INCREASE IN THE CAPITAL PROJECTS FUND FOR THE STREET IMPROVEMENT PROJECT (SIP) IN THE AMOUNT OF \$2,000,000

**Whereas**, to increase the expenditure budget authority in the Capital Projects Fund: line item 15-900-9219 (SIP 2013) in the amount of \$2,000,000

**And whereas**, to decrease the un-appropriated Fund Balance Account in the General Fund in the amount of \$1,300,000

**And whereas**, to decrease the un-appropriated Fund Balance Account in the Risk Management Fund in the amount of \$700,000

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 3<sup>rd</sup> DAY OF APRIL, 2012.

SIGNED:

\_\_\_\_\_

H. Castillon, Mayor

ATTEST:

\_\_\_\_\_

Jeffrey Nieters, City Clerk



# CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: 3-28-12	Submitting Department: Police
Meeting Date: 4-2-12	Department Director: Chris Steffen
	Presenters: Chris Steffen

**SUBJECT:** Agreement with State of Wyoming Surplus Equipment to allow select GRPD officer to utilize surplus program.

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## **PURPOSE STATEMENT**

To allow select GRPD officers to screen Wyoming State Surplus inventory for the purposes of possible needed equipment.

## **BACKGROUND / ALTERNATIVES**

For many years the GRPD has utilized Wyoming State Surplus equipment for select items that may be of benefit to the GRPD and City of Green River. This is a free service but requires the Governing Body to adopt by resolution the ability for the Chief of Police to enter into the agreement to screen the Surplus inventory. Items identified by the GRPD as possibly needed or useful are free to the city, other than under certain circumstances the city must incur the expense to go get the equipment and/or shipping.

## **ATTACHMENTS**

SEE ATTACHED AGREEMENT

## **FISCAL IMPACT**

None, this is a free service. Most of the equipment is military or state surplus, is used, but can be screened for quality.

## **STAFF IMPACT**

Minimal. If we identify an item we are looking for we can enter the state surplus online site and view items without traveling.

## **LEGAL REVIEW**

PENDING

## **RECOMMENDATION**

Recommend to approve.

## **SUGGESTED MOTION**

I move that the City of Green River enter into an agreement with Wyoming State Surplus, by resolution to allow select officers of the Green River PD to screen items for possible department use.

MATTHEW H. MEAD  
GOVERNOR

# State of Wyoming Wyoming Surplus Property

Department of Administration and Information  
General Services Division  
2045 WESTLAND ROAD - CHEYENNE, WY 82002  
TELEPHONE: 307-777-7901 FAX: 307-634-5710  
[Gayleen.Wyant@wyo.gov](mailto:Gayleen.Wyant@wyo.gov)



CHRISTOPHER BOSWELL  
DIRECTOR

January 6, 2012

## To All City, Town and County Directors and Administrators:

It's time again to update your contact information using the enclosed "Resolution Form". I would like to ask that you have at least three staff members within your agency that will be responsible for signature authority in order for your agency to come and shop at Surplus Property. Please send back by US Mail promptly the completed **original signed** form to Surplus Property to be placed in your agency's file. A current resolution needs to be on file before your agency can purchase surplus.

I want to also remind you that the Annual MVMS Vehicle Public Auction in May is held here at Surplus Property every year. All governmental agencies within the state have priority of purchasing these vehicles up to one week prior to auction.

We hope you will use the services offered by Surplus Property. Please give us a call if you have any questions concerning Surplus Property or your surplus property needs. My email address has changed this past year as state agencies are now on Google. Please change to: [gayleen.wyant@wyo.gov](mailto:gayleen.wyant@wyo.gov).

Sincerely,

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

Gayleen Wyant  
Surplus Property Manger

STATE OF WYOMING  
WYOMING SURPLUS PROPERTY

revised January, 2012

2045 Westland Road  
Cheyenne, WY 82002-0060  
Telephone – 307-777-7901 Email - [gayleen.wyant@wyo.gov](mailto:gayleen.wyant@wyo.gov)

**“RESOLUTION”**

“BE IT RESOLVED BY THE GOVERNING BOARD, OR by the Chief Administrative Officer of those agencies which do not have a governing board, and hereby authorized as our representative(s) to acquire surplus property from WYOMING SURPLUS PROPERTY. Please fill this form out completely and send by US Mail with original signatures back to be put in your agency’s file.

**(Please Print or Type)**

NAME	TITLE	SIGNATURE	Office/Cell Phone
<hr/>			
<hr/>			
<hr/>			

\*\*\*\*\*

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2012, by the governing board of \_\_\_\_\_ with the following vote: a Yes \_\_\_\_\_ No \_\_\_\_\_ Absent \_\_\_\_\_,  
(Organization)

I Do Hereby Certify that the foregoing is a full, true, and correct copy of a resolution adopted by the board at a \_\_\_\_\_ meeting thereof held at its regular place of meeting at the date by the vote above stated, which resolution is on file in the office of the board.

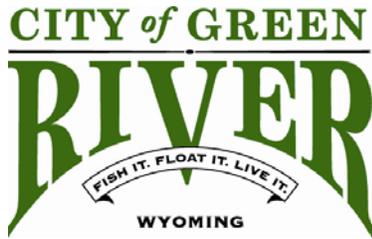
Signed: \_\_\_\_\_ (Clerk of Governing Board)

\*\*\*\*\* (Or) \*\*\*\*\*

Authorized this \_\_\_\_ day of \_\_\_\_\_, 2012,

Title \_\_\_\_\_, Signed: \_\_\_\_\_  
(Agency Chief Administrative Officer)

Name of Organization or Agency: \_\_\_\_\_  
StreetAddress: \_\_\_\_\_  
MailingAddress: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: 03-27-12	Submitting Department: Parks & Recreation
Meeting Date: 04-03-12	Department Director: Allan Wilson
	Presenter: Allan Wilson

Subject: Change Order to the SCI, Inc., contract to include additional arena panels for the Rodeo Arena.

Purpose Statement

To amend the SCI, Inc. contract in the amount of \$2,660.15 for additional panels to make existing crow's nest and stairwells fit new chutes, arena fencing and pen fencing at the Rodeo Arena; CIP 15-900-9215

Background/Alternatives

This is a Capital Improvement Project for the Rodeo Arena Improvements. Panels were added and adjusted to fit the crow's nest stairwell.

Attachments

Purchase Order and Change Order

Fiscal Impact

\$2,660.15

Staff Impact

Minimal

Legal Review

Not applicable

Recommendation

Staff recommends Council approve the change order to the SCI, Inc. contract in the amount of \$2,660.15 for additional arena panels at the Rodeo Arena; Capital Improvement 15-900-9215

Suggested Motion

I move to approve the change order to the SCI, Inc. contract in the amount of \$2,660.15 for additional arena panels at the Rodeo Arena; Capital Improvement 15-900-9215



# SCD, Inc.

39955 Business Loop I-80  
 Lyman, Wyoming 82937  
 (307) 786-4001  
 (435) 649-7111

## Invoice

Date	Invoice
3/22/2012	GR ADD1

### Bill To:

CITY OF GREEN RIVER  
 50 EAST 2ND NORTH  
 GREEN RIVER, WY 82935

Terms	Purchase Order	Project
NET 30	C.O. # 2	GR RODEO ARENA ENLARGEMENT

Quantity	Description	Service	Amount
1	ADDITIONAL MATERIALS (SEE ATTACHED INVOICE NO. 32799) MATERIAL MARKUP 10%	MATERIAL	1,918.40
1	ARENA ENLARGEMENT	LABOR	315.00
1	CUT & RE-WELD CROW'S NEST BRACING - 1 1/2 HOURS @ \$105.50 PER HOUR	LABOR	157.75
1	2' 500 SERIES PANEL	MATERIAL	85.00
1	6' 500 SERIES PANEL	MATERIAL	115.00
1	PANEL MOUNTING BRACKET	MATERIAL	69.00
	EXTRA WORK PER CHANGE ORDER #2 ON GREEN RIVER RODEO GROUNDS		
	<i>Aw 3-26-12</i>		
	<i>15-900-9215</i>		

<b>WE APPRECIATE YOUR BUSINESS</b>	<b>Total</b>	\$2,660.15
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## CHANGE ORDER NO. 2

PROJECT TITLE: CITY OF GREEN RIVER RODEO ARENA

PROJECT NO. OR PURCHASE ORDER: 15-900-9215

CONTRACTOR: SCI, INC., 39955 I-80 BUSINESS, LYMAN, WY 82937

The following changes are hereby made to the Contract Documents:

Add additional arena panels and cut and re-weld crows nest bracing to fit new corral fencing. Add and adjust panels to fit crows nest stairwell.

Justification: To make existing Crow's Nest and stairwells fit new chutes, arena fencing and pen fencing.

### CHANGE TO CONTRACT PRICE

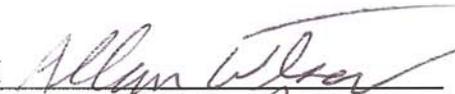
Original Contract Price: \$123,704.00

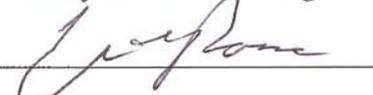
Current contract price, as adjusted by previous change orders: \$127,967.00

The Contract Price due to this change order will be increased by: \$2,660.15

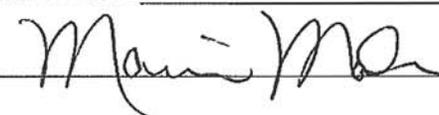
The new Contract Price due to this change order will be: \$130,627.15

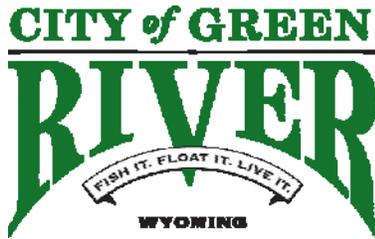
### APPROVALS REQUIRED:

Requested by: Alan Wilson X  Date: 3-26-12

Recommended by: Erek Roosa X  Date: 3-26-12

Ordered by: Mayor of Green River X \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by: SCI, Inc. X  Date: 3/26/2012



CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation

Preparation Date: 3/19/12	Submitting Department: Legislative
Meeting Date: 4/3/12	Department Director: Mayor Castillon
	Presenter: Mayor Castillon

**SUBJECT:**

**Part Time Service Acknowledgement Policy**

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**PURPOSE STATEMENT**

To establish a policy for giving part time employees shirts, gift cards, etc.

**BACKGROUND / ALTERNATIVES**

Various criteria have been used or discussed over the last several years. Considerable time and effort has gone into the discussions and debates.

It would be prudent to have one policy and to follow it on a continuous basis.

**ATTACHMENTS**

The draft policy is attached.

**FISCAL IMPACT**

This policy would reduce the amount spent on part time service acknowledgment items as well as save considerable staff time spend with developing and discussing options.

**STAFF IMPACT**

This would provide consistent direction to staff and save considerable time.

**LEGAL REVIEW**

This City Attorney has approved the policy as to form.

**RECOMMENDATIONS**

That the Governing Body approve the attached policy (or come to agreement on an alternative policy).

**SUGGESTED MOTION**

I move to approve the attached policy (or alternative policy) and direct the Director of Human Resources to place the policy in the Personnel Manual at the time of the next revision.

## **Part Time Service Acknowledgement Policy**

Purpose: To establish criteria for providing tangible service acknowledgment awards (e.g. gift cards, t-shirts, etc.) to part time City employees.

Policy:

- a) An eligible part time employee will be one who works an average of 20 or more hours weekly in one position for one department on a continuous basis. (For example, Meter Readers, some Administrative Assistants, some Accounting Technicians, some Animal Control Officers, some Building Custodians, and some Recreation Center and Leisure Programs positions.)
- b) For purposes of this policy, continuous employment is defined as being an eligible part time employee with twelve (12) consecutive months of employment immediately prior to the issuance of the award.
- c) To further clarify this policy, volunteer firefighters are exempt from the established criteria and are eligible to receive all tangible service acknowledgment awards.



CITY OF GREEN RIVER  
CITY COUNCIL MEETING  
Agenda Documentation

Preparation Date: 3/19/12	Submitting Department: Legislative
Meeting Date: 4/3/12	Department Director: Mayor Castillon
	Presenters: Mayor Castillon

**SUBJECT: Approval of Contract with Ralph Anderson and Associates to Conduct a Search for a City Administrator**

**PURPOSE STATEMENT**

To obtain Governing Body approval of the Professional Services Agreement with Ralph Anderson and Associates.

**BACKGROUND / ALTERNATIVES**

The City analyzed several options for conducting the search for a new City Administrator which included:

- City staff to conduct entire search
- City staff and the consultant to divide the search tasks.
- Hire a consultant to conduct the entire process (with support by staff).

Due to time considerations, consultant expertise, and the provision by the consultant of a “guarantee”, it is recommended that City enter into an agreement with Ralph Anderson and Associates to conduct the search for a new City Administrator.

**ATTACHMENTS**

Attached is the Professional Services Agreement with Ralph Anderson and Associates.

**FISCAL IMPACT**

The maximum cost of the contract is \$25,000.

**STAFF IMPACT**

Hiring a professional firm to conduct the City Administrator search will expedite the process and enable staff to continue working on other priority tasks and projects.

**LEGAL REVIEW**

The City Attorney has approved the agreement as to form.

**RECOMMENDATION**

Approve the agreement and authorize the Mayor to sign it.

**SUGGESTED MOTION**

I move to: Approve the Professional Services Agreement with Ralph Anderson and Associates and authorize the Mayor to sign it.

## Professional Services Agreement Executive Search Services

This Agreement is made by and between the City of Green River (“the City”), and Ralph Andersen & Associates (“the Consultant”).

1. **Search Engagement.** The City agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: City Administrator Executive Search Services (“the Search”).
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
  - a) Position Analysis
  - b) Advertising Campaign
  - c) Candidate Identification
  - d) Resume Review and Screening
  - e) Preliminary Interviews
  - f) Detailed Reference Checks
  - g) Recruitment Report
  - h) Client/Finalist Interviews
  - i) Final Interview Assistance
  - j) Follow-up Correspondence

A complete description of the services to be provided is contained in a proposal from the Consultant to the City, dated February 28, 2012, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the City.

4. **Compensation.** As full compensation for the Consultant's services performed hereunder, the City shall pay the Consultant the fixed amount of \$25,000 (twenty-five thousand dollars) ("fee"). The City will be responsible for all Candidate expenses related to onsite interviews.
5. **Compensation for Additional Services.** In the event the City requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services plus reimbursement of expenses described above.
6. **Method of Payment.** Consultant will bill the City in 3 (three) payments as follows: upon finalization of the recruitment brochure, presentation of candidates after the closing date, and after a placement is made. Payment is by the City upon receipt of billings from the Consultant.
7. **Term.** The term of this agreement shall commence on upon execution, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 9, until the date that the Consultant completes the Search. The time of completion of the Search is estimated to be 75 to 90 days (seventy-five to ninety days) from project initiation.
8. **Guarantee.** If, during the first year of employment, the new City Administrator resigns or is dismissed for cause by the City, the Consultant agrees to perform another search for a City Administrator for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the City.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

**12. Miscellaneous.**

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the City.
- c) This agreement shall be modified only by a written agreement duly executed by the City and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**APPROVED:**

**RALPH ANDERSEN & ASSOCIATES**

By: Robert Burg

Name Printed: Heather Renschler

Title: President/CEO

Date: March 12, 2012

5800 Stanford Ranch Road, Suite 410  
Rocklin, California 95765  
(916) 630-4900  
FAX: (916) 630-4911  
Website: [www.ralphandersen.com](http://www.ralphandersen.com)

**CITY OF GREEN RIVER**

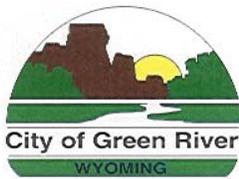
By: \_\_\_\_\_

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

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

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

50 East 2nd North  
Green River, Wyoming 82935  
(307) 872-6135  
FAX: (307) 872-0566  
Website: [www.cityofgreenriver.org](http://www.cityofgreenriver.org)



## City Council Meeting Agenda Documentation

Preparation Date: 3/28/12	Department: Administration
Meeting Date: 04/03/12	Department Head: Barry Cook
	Presenter: Mike Wilder

### **SUBJECT WAIVE DIRECT SUBGRANT AWARD – JUVENILE ACCOUNTABILITY BLOCK GRANT**

#### **PURPOSE STATEMENT**

Waive the City of Green River's allocated direct subgrant award from the Juvenile Accountability Block Grant in the amount of \$2,711, request that it be awarded to Sweetwater County, and agree to pay the \$301 cash match contribution in FY13.

#### **BACKGROUND – ALTERNATIVES**

Green River, Rock Springs and Sweetwater County receive 3 separate subgrants. The Wyoming State Advisory Council on Juvenile Justice requires that awards less than \$10,000 be combined. Sweetwater County Grants Manager Krisena Marchal requests that Green River combine its award with Rock Springs and Sweetwater County, pay the 10% required grant match in FY13, and support the truancy program.

#### **ATTACHMENTS**

Waiver of Direct Subgrant Award – 2011 JABG  
Email from Krisena Marchal dated 3/28/12

#### **FISCAL IMPACT**

\$301 Fiscal Year 2013

#### **STAFF IMPACT**

N/A

#### **LEGAL REVIEW**

Pending

#### **RECOMMENDATION**

Waive Green River's \$2,711 direct subgrant award from the 2011 Juvenile Accountability Block Grant in order to combine it with the Rock Springs and Sweetwater County awards, agree to pay the required 10% grant match in FY13, and authorize the Mayor to sign the Waiver of Direct Subgrant Award agreement.

#### **SUGGESTED MOTION**

I MOVE to waive the 2011 JABG direct subgrant award in the amount of \$2,711 to combine it with Sweetwater County, agree to the 10% grant match of \$301 in the FY13 budget, and authorize the Mayor to sign the Waiver of Direct Subgrant Award agreement pending legal review.

**WAIVER OF DIRECT SUBGRANT AWARD  
JUVENILE ACCOUNTABILITY BLOCK GRANT  
(FY 2011 JABG)**

**TO: Department of Family Services, Division of Juvenile Services and  
State Advisory Council on Juvenile Justice  
Hathaway Bldg., 2300 Capitol Ave. 3<sup>rd</sup> Floor  
Cheyenne, WY 82002-0490**

The ***City of Green River, Wyoming***, hereby waives its right to its Federal Fiscal Year 2011 allocated direct subgrant award in the amount of **\$2,711** (*JABG Allocation*) and requests that our unit of government funds be awarded to Sweetwater County (*Designated lead unit of government*).

The JABG Plan submitted by this designated lead unit of government includes the needs of our unit of government and our award amount will be spent for our benefit through this plan. The ***City of Green River*** will be responsible for its 10 percent cash match contribution of **\$301**. Representation of our unit of government fully participated in the plan development and will continue to monitor and participate in the plan implementation.

Authorized Official for this Unit of Government: ***Mayor Hank Castillon***

I hereby certify that the information provided on this page is correct.

Name: **Hank Castillon**

Title: **Mayor**

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

**Zaundra Hamilton**

---

**From:** Krisena Marchal - Grants [marchalk@sweet.wy.us]  
**Sent:** Wednesday, March 28, 2012 2:01 PM  
**To:** Zaundra Hamilton  
**Cc:** Mike Wilder - Juvenile Probation  
**Subject:** GR City Council Meeting 4/3/12 Agenda Item  
**Attachments:** Waiver of Direct Subgrant Award - GR.doc



Zaundra,

Please schedule the Juvenile Accountability Block Grant on the City's agenda for approval on April 3, 2012.

Mike Wilder is requesting that the attached "Waiver of Direct Subgrant Award" be approved. This is needed in order to combine the maximum allowable grant funding from Green River, Rock Springs and the County to sustain the Truancy Program for an additional 12 months (from January 1, 2013 to December 31, 2013).

The request also includes a 10% cash match in the amount of \$301.

Thanks,

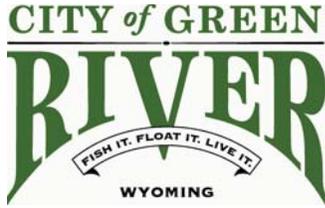
Krisena

---

**Krisena L. Marchal**  
**Grants Manager**  
**Sweetwater County**  
*80 West Flaming Gorge Way, Suite 19*  
*Green River, WY 82935*

*Phone 307.872.6470*  
*Fax 307.872.3992*

 Please consider the environment before printing this e-mail



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: March 28, 2012	Department: Municipal Court
Meeting Date: April 3, 2012	Judge: Jason Petri
	Presenter: Lynn Birch, Clerk of the Court

**Subject:**

InCode, Tyler Technology Software Court and Justice System

**Purpose Statement:**

Request funds for Court Software Program because the current Caselle Court Program we have now is limited and does not meet the needs of the Court at this time. We, as yet, do not have the ability to take payments electronically, data share with other agencies, have detailed Court Management docketing and reporting, direct integration with financial software, and Jury Management capability. InCode will provide us with that capability.

**Background:**

After having researched potential court software programs, InCode with Tyler Technologies is the system that best fits the needs of the Municipal Court. I gave a presentation at the Council Workshop held October 11, 2012 and sent a Memo to the City Council, Mayor, and City Administrator regarding Municipal Court Software Justification in February of this year.

**Fiscal Impact:**

Initial setup and training cost: \$48,215 and annual maintenance cost \$22,323

**Attachments:**

Agreement with Tyler Technology

**Staff Impact:**

Increased efficiency and software effectiveness

**Legal Review:**

Approved as to form

**Recommendation:**

Approval of software purchase

**Suggested Motion:**

I move to purchase the Court and Justice Software and authorize the Mayor to sign the agreement with Tyler Technology in the amount of \$48,215.



## Systems Agreement

Local Government Division

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*Agreement between:*

**Tyler Technologies, Inc**

5519 53rd Street  
Lubbock, Texas 79414  
(800) 646-2633  
(806) 797-4849 Fax

And

**City of Green River, WY**

50 East 2nd North  
Green River, WY 82935  
(307) 872-6121(307) 872-0550

*Issued date:*

March 9, 2012



**AGREEMENT**

This agreement is entered into by and between Tyler Technologies, Inc., hereinafter referred to as COMPANY, located at 5519 53rd Street, Lubbock, Texas 79414; and City of Green River, WY, hereinafter referred to as CLIENT on, \_\_\_\_\_, 2012.

COMPANY and CLIENT agree as follows:

- 1. COMPANY shall furnish the products and services as described in this Agreement, and CLIENT shall pay the prices set forth in this Agreement.
- 2. This Agreement consists of this Cover and the following Attachments and Exhibits:
  - Section A Investment Summary (A-J)
  - Section B COMPANY Agreement Terms and Conditions
- 3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, number of utility accounts, number of sworn officers, population of the entity, etc.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Agreement hereunto executed this Agreement effective as of the date last set forth below.

**Client: City of Green River, WY**

**Tyler Technologies, Inc.:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sales Tax Certificate Number

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
3/9/12  
Issue Date

**Investment Summary**

Jeffrey V. Nieters  
City of Green River



Prepared for:  Contact Person: Address:  Phone: Fax: Email:	City of Green River  Jeffrey V. Nieters 50 E 2nd North Green River, WY 82935 (307) 872-6121  <a href="mailto:jnieters@cityofgreenriver.org">jnieters@cityofgreenriver.org</a>	Contract ID # :	2012-0067
		Issue Date:	3/9/12
		Salesman:	C. Dixon
		Tax Exempt:	Yes / No

Product Service & Equipment	Upon July 1, 2012	On Delivery	As Progress Occurs	Totals	Annual Fees
Total Subscription Fees	20,580.00			20,580.00	20,580.00
Court Online Services	800.00			800.00	1,500.00
Total Cash Collection Hardware		1,335.00		1,335.00	243.00
Total Professional Services					
Implementation Services			14,000.00	14,000.00	
Professional Services			5,500.00	5,500.00	
Data Conversion & Assistance			6,000.00	6,000.00	
<b>Totals</b>	<b>21,380.00</b>	<b>1,335.00</b>	<b>25,500.00</b>	<b>48,215.00</b>	<b>22,323.00</b>

*Please Note: Travel expenses will be billed as incurred.*

*Please Note: Prices herein are only valid if executed contract (by CLIENT) is received by TYLER on/before May 31, 2012.*

## Subscription Summary (Internet Hosted)

Jeffrey V. Nieters  
 City of Green River  
 March 9, 2012



### Cost Summary

Professional Services & Hardware	Cost
Implementation Services	14,000
Professional Services	5,500
Data & Conversion Assistance Fees	6,000
Cash Collections Hardware & Services	1,335
Court Online Setup Fee	800
<b>Services</b>	<b>27,635</b>

Subscription	Annual Fees
Length of Agreement	5 Years - 60 Months
User Usage Fee	\$ 245
Number of Users	7
Estimated Fee	20,580
Court Online	1,500
Annual HW Maintenance	243
<b>Summary</b>	<b>22,323</b>

*\*\*Note: Additional users may be added at any time at the per user rate of \$245*

### Description

- Maintenance and Support
- High speed FTP connection to INCODE Network
- Daily Back-up Monitoring
- Data integrity check
- Off-site backup
- Assistance with establishing Managed Hosting Connection

## Software Licenses

Jeffrey V. Nieters  
City of Green River, WY  
March 9, 2012



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### Application Software

QTY

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#### Incode Court Case Management Suite

Criminal Court Case Management  
Centralized Cash Collections  
Incode Scheduling  
*(Warrant Scheduling, Macro Scheduling, Citation Import Scheduling)*  
Court/Police (non-Incode) Interface  
*(Import or Export of Citations/Warrants/Dispositions)*  
General Ledger (non-Incode) Interface

---

#### Incode Content/Document Management Suite

##### **Incode Printing and Reporting Solutions**

Standard Forms Package  
*(4 Overlays for Court, 1 Logo)*  
Secure Signatures *(includes 2 signatures)*

##### **Output Director**

*(Base Engine, Print Output Channel, Tyler Content Management Output Channel, Email Output Channel)*

##### **Content Management**

Tyler Content Manager Standard Edition (TCM SE)  
*(Unlimited Full & Retrieval Licenses, Multiple Scan Stations, Advanced OCR, Content Manager for Incode Applications)*

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### System Software

System Software

## Professional Services

Jeffrey V. Nieters  
 City of Green River  
 March 9, 2012



Application Professional Services Summary	Estimated Hours	Estimated Services
<b>Implementation Services</b>		
Court Case Management Suite	88	11,000
Content Management Suite	24	3,000
<b>Conversion Services</b>		
Court Case Management Suite	16	6,000
<b>INCODE Professional Services</b>		
Project Management		2,500
Final Implementation Services	24	3,000
<b>Professional Services Total</b>	<b>152</b>	<b>25,500</b>

Implementation Services Breakdown	Estimated Hours	Estimated Services
<b>Incode Court Case Management Suite</b>		
Criminal Court Case Management	84	10,500
Centralized Cash Collections	4	500
<b>Court Case Management Suite Subtotal</b>	<b>88</b>	<b>11,000</b>
<b>Incode Content Management Suite</b>		
Output Director	8	1,000
Tyler Content Manager Standard Edition (TCM SE)	16	2,000
<b>Content Management Suite Subtotal</b>	<b>24</b>	<b>3,000</b>
<b>Professional Services</b>		
Project Management		2,500
Final Implementation	24	3,000
<b>Professional Services Subtotal</b>	<b>24</b>	<b>5,500</b>

## Professional Services

Jeffrey V. Nieters  
City of Green River  
March 9, 2012



<b>Conversion Services</b>	<b>Conversion Programming Fee</b>	<b>Estimated Hours</b>	<b>Estimated Services</b>	<b>Conversion Services</b>
<b>Court Applications</b>				
Citation/Case Information	4,000	16	2,000	6,000
Violation (offense) Information	Included			
Fee/Fine/Cost Assessments	Included			
Fee/Fine/Cost Payments	Included			
Fee/Fine/Cost Non-Cash Credit	Included			
Bond Information	Included			
Warrant Information	Included			
Officers	Included			
Witnesses	Included			
Defendants	Included			
Offense Code Master	Included			
Vehicles	Included			
Attorneys	Included			
Citation History	Included			
Receipts	Included			
<b>Conversion Services Subtotal</b>	<b>4,000</b>	<b>16</b>	<b>2,000</b>	<b>6,000</b>
<b>Conversion Services Total</b>	<b>4,000</b>	<b>16</b>	<b>2,000</b>	<b>6,000</b>

## Cash Collection Hardware

Jeffrey V. Nieters  
City of Green River, WY  
March 9, 2012



<b>Misc. Hardware and Network Equipment</b>	<b>QTY</b>	<b>Price</b>	<b>Maintenance</b>	<b>Maintenance Source</b>
<b><u>Cash Collection</u></b>				
Epson TM-H6000III Thermal Receipt Printer - Black,USB	1	1,050	203	INCODE - 12 mos warranty
Media Plus Automated Cash Drawer -Black NEW	1	200	40	INCODE - 12 mos warranty
Mag Stripe Reader	1	85		
<b>Hardware &amp; System Software Subtotal</b>		<b>1,335</b>	<b>243</b>	
<b>Hardware and System Software Total</b>		<b>1,335</b>	<b>243</b>	

## Hosted Applications

Jeffrey V. Nieters  
 City of Green River, WY  
 March 9, 2012



Service	QTY	Charges	Initial Year	Annual Fee
<b>Citizen Portal</b>				
One Time Setup Fee - Hardware Configuration - DNS registration	1	800	800	
Monthly fee to support and host Web site		25 /month	300	300
<b>INCODE Court Online Component</b>				
Monthly support/maintenance fee - Display of citation/citations for payment - Collects plea from defendant - Security -- SSL (Secure Socket Layer) - Payment Processing - Credit Card • Payment packet is created to be imported to Court System NOTE: Defendant pays \$1.50 fee per transaction for payment on-line.		100 /month		1,200
<b>Hosted Applications Total</b>			1,100	1,500

## Tyler OnDemand - Tyler Online Training Center

Jeffrey V. Nieters  
City of Green River, WY  
March 9, 2012



Service

Annual Fee

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### Tyler OnDemand - Tyler Online Training Center

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Tyler Online Training Center	500
<ul style="list-style-type: none"><li>- Open for ALL Employees during subscription period</li><li>- Unlimited Access to Live Webinars and Archived Webinars</li><li>- Unlimited Access to Self Study Courses</li><li>- Available 24/7</li><li>- Continuing Professional Education Credit with NASBA Standards</li><li>- Live Webinars conducted monthly with an estimated 60 webinars annually</li><li>- Over 45 Online Self Study Courses</li><li>- General business knowledge and Microsoft Office software based courses</li><li>- Courses cover a variety of topics that span the entire suite of INCODE applications<ul style="list-style-type: none"><li>o Court</li></ul></li> <li>- New Webinars and Self Study Courses added throughout the year</li></ul>	

*Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: [www.nasba.org](http://www.nasba.org)*

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**Tyler Online Training Center Total**

**500**

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# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

## 1) LICENSES

COMPANY shall grant to CLIENT and CLIENT shall accept from COMPANY, a non-exclusive, revocable, nontransferable, non-assignable license for the software products solely for CLIENT's own internal business purposes. Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with COMPANY, and COMPANY grants limited License to the CLIENT to these products. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User; provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

## 2) PRICE

- a) The five-year financial obligation of the CLIENT to COMPANY for the software products and services listed in the Investment Summary herein shall be as outlined in the Agreement. The price shall be payable by the CLIENT to COMPANY as provided in Section III hereof.
- b) Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the CLIENT shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.
- c) The fees and other charges set forth in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by the CLIENT and shall be paid over to the proper

authorities by the CLIENT or reimbursed by the CLIENT to COMPANY on demand in the event that COMPANY is responsible or demand is made on COMPANY for the payment thereof. If tax exempt, CLIENT must provide COMPANY with its tax exempt number or form.

## 3) PAYMENT

- a) Upon July 1, 2012, COMPANY will invoice CLIENT for the first year annual usage fee and in each year through the end of the Term of this Agreement CLIENT will remit to COMPANY Subscription fees in the amount shown in the Investment Summary of this Agreement with payment due within ten (10) days of the current year invoiced. COMPANY will invoice CLIENT in accordance with the terms of the Agreement. Until notified otherwise, COMPANY shall mail invoices to the attention of CLIENT Contact at the address on the cover of the Investment Summary of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice. CLIENT will have a renewal option six (6) months prior to Agreement expiration.
- b) CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF SUBSCRIPTION FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED SUBSCRIPTION FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, COMPANY SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.
- c) CLIENT agrees to pay other fees related to this Agreement as listed according to milestones within the Investment Summary.
- d) CLIENT agrees to make fee payments for added Users during any Term of this Agreement.
- e) In the event of any disputed invoice, CLIENT shall provide written notice of such disputed invoice to Attention: COMPANY Controller at the address listed on the cover of this Agreement. Such written notice shall be provided to COMPANY within fifteen (15) calendar days of CLIENT's

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

receipt of the invoice. An additional fifteen (15) days is allowed for the CLIENT to provide written clarification and details for the disputed invoice. COMPANY shall provide a written response to CLIENT that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by COMPANY and CLIENT to resolve any issues presented in CLIENT's notification to COMPANY. CLIENT may withhold payment of only the amount actually in dispute until COMPANY provides the required written response, and full payment shall be remitted to COMPANY upon COMPANY's completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if COMPANY is unable to complete all material action steps required to remedy the disputed matter because CLIENT has not completed the action steps required of them, CLIENT shall remit full payment of the invoice.

f) Any invoice not disputed as described above shall be deemed accepted by the CLIENT. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, COMPANY reserves the right to suspend delivery of all services under the Investment Summary.

#### 4) LIMITATION OF LIABILITY

In no event shall COMPANY be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall COMPANY be liable for damages in excess of amounts paid by CLIENT for the Subscription fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

#### 5) LIMITED WARRANTY

COMPANY warrants that the then current, unmodified version of the COMPANY Software Products will substantially conform to the then

current version of its published current specifications. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 6) CONFIDENTIALITY

a) Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

b) The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

#### 7) RESOLUTION OF DISPUTES

a) In the event of disputes pertaining to performance levels, upon COMPANY's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. COMPANY shall perform according to the problem resolution plan and shall be responsible for updating any hardware on COMPANY's site or taking additional action within COMPANY's control to reach the agreed upon performance level.

b) In the event of a dispute between the parties

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

under this Agreement pertaining to pecuniary damages or losses, both parties agree to attempt to resolve the dispute in non-binding mediation..

## **8) TERMINATION, CANCELLATION OR MODIFICATION**

This Agreement may not be terminated, cancelled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that CLIENT licensed prior to this Agreement shall remain with CLIENT under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and CLIENT's access to the licensed applications shall be denied. In the event of termination or cancellation, CLIENT will be responsible for payments made by COMPANY, or payments due from COMPANY, to any third parties for the purchase of Systems software, other third party software or hardware delivered to CLIENT's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, CLIENT shall make a payment to COMPANY for an early exit fee and any expenses incurred by COMPANY prior to and/or during the exit process.

## **9) SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

## **10) NOTICES**

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the addresses on the cover of this Agreement.

## **11) NO INTENDED THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of COMPANY and CLIENT. No third party shall

be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

## **12) NONAPPROPRIATION**

CLIENT intends to remit and reasonably believes that moneys in an amount sufficient to remit all Subscription payments under this Agreement can and will lawfully be appropriated. CLIENT acknowledges that appropriation of moneys for the Subscription payments beyond the current fiscal year is a governmental function to which CLIENT cannot contractually commit and this Agreement does not constitute (i) a multiple-fiscal year direct or indirect debt or financial obligation; or (ii) an obligation payable in any fiscal year beyond the fiscal year for which funds are lawfully appropriated; or (iii) an obligation creating a pledge of or a lien on tax or general revenues. If CLIENT's governing board does not approve an appropriation of funds for the payment of Subscription payments coming due during the following fiscal year(s), CLIENT shall have the right to terminate this Agreement on the last day of such fiscal year and return the Property without penalty or expense to CLIENT in accordance with Section 7 of this Agreement; provided, however, CLIENT shall give COMPANY at least sixty (60) days prior written notice of such non-appropriation and the resulting termination of this Agreement. CLIENT acknowledges that this non-appropriation provision is not intended to be used as a substitute for convenience termination nor for the purpose of replacing the Property with property or services intended to perform substantially similar functions. CLIENT, therefore, agrees to the extent permitted by applicable law (i) not to utilize these non-appropriation provisions for such purposes and (ii) if this Agreement is terminated because of non-appropriation of funds, not to purchase, lease, rent, or otherwise acquire property or services which are intended to perform substantially similar functions as those provided by the Property during the fiscal year following termination of this Agreement.

## **13) ENTIRE AGREEMENT**

This Agreement represents the entire agreement of CLIENT and COMPANY and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this Agreement it did not rely on any

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

representations or warranties other than those explicitly set forth in this Agreement.

## **14) GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Jurisdiction and venue for purposes of this agreement shall be either state court in Sweetwater County, Wyoming or in the U.S. District Court for the District of Wyoming.

## **15) APPROVAL OF GOVERNING BODY**

CLIENT represents and warrants to COMPANY that this Agreement has been approved by its governing body and is a binding obligation upon CLIENT. CLIENT represents and warrants that funds are appropriated and/or arrangements have been made with a third party financier. Both persons executing this Agreement have been duly authorized and empowered to enter into this Agreement.

## **PROFESSIONAL SERVICES**

### **1) SERVICES PROVIDED**

COMPANY shall provide some or all of the following services to CLIENT, as evidenced in the attached Investment Summary:

- a) Installation as described in the Investment Summary;
- b) Conversion of CLIENT's existing data as set forth in the Investment Summary. CLIENT is responsible for reading and complying with COMPANY's Conversion Statement.
- c) Training/Implementation as set forth in the Investment Summary; and
- d) Consulting/Analysis as set forth in the Investment Summary.

### **2) VERIFICATION TESTING OF THE SOFTWARE PRODUCTS**

- a) At the CLIENT's request, within thirty (30) days after the Subscription site has been setup for the CLIENT, COMPANY will test the software products in accordance with COMPANY's standard verification test procedure. Demonstration shall constitute CLIENT's verification that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Additional fees would apply to CLIENT if this option is chosen.

- b) At its option, CLIENT may perform CLIENT's own defined internal validation process to test the software to substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. Such validation test shall constitute CLIENT's verification.

- c) Notwithstanding anything contrary herein, CLIENT's use of the software products for its intended purpose shall constitute CLIENT's verification of the software products, without exception and for all purposes.

- d) Verification or validation, by CLIENT, that the software products substantially comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification becomes other than final, or becomes inconclusive, pursuant to this paragraph, CLIENT's sole right and remedy against COMPANY shall be to require COMPANY to correct the cause thereof.

- e) COMPANY shall correct any functions of the software products which failed the standard verification testing or failed to comply with COMPANY's current specifications for the most current version of the software products and functional descriptions of the software found in COMPANY's written proposal to CLIENT. If CLIENT has made modifications to the software programs, COMPANY will not make such corrections, unless such modifications were specifically authorized in writing by COMPANY.

### **3) PROFESSIONAL SERVICES FEES**

- a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in hourly increments as delivered, plus travel and other expenses, plus a 10% travel processing fee. CLIENT agrees to pay COMPANY for the actual amount of training provided. CLIENT acknowledges that the Investment Summary represents only an estimate of time required to complete all phases of this Agreement.

- b) Upon the completion of each service day, or group of days, COMPANY will present a Daily log.

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

CLIENT will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for CLIENT's non-acceptance of such. This acceptance is final.

c) CLIENT is not charged for travel time to and from the CLIENT's site. Only time spent on-site is billed as training time, with the exception of those cases in which the CLIENT requires the COMPANY trainer(s) to travel on the weekend, in which case CLIENT will be billed for weekend travel time at a rate of \$500 per weekend day.

d) If CLIENT travels to COMPANY location for training, then CLIENT agrees to pay all expenses related to transportation of CLIENT's employees.

e) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery. Such documentation will consist of quoted internet rates within 7 days from the date the request is received by the COMPANY and not actual receipts. Such quotes will be deemed acceptable documentation if price is within 25% of actual amounts charged to CLIENT, adjusted by unusual or seasonal travel circumstances.

f) The rates for Verification Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

g) Payment is due within thirty (30) calendar days of invoice.

## 4) TRAINING ENVIRONMENT

If training is being conducted at the CLIENT's site, the CLIENT is responsible for providing a productive environment to conduct training. COMPANY is not responsible for its inability to conduct training or for inadequate training arising due to interruptions and/or unavailability of CLIENT personnel to be trained. Time spent on-site by COMPANY that results in non-productive training time beyond COMPANY's control will be billed as training time. COMPANY will make reasonable efforts to schedule training on dates requested by the CLIENT. Trainers will be on-site approximately noon Monday through noon Friday. This allows appropriate travel time to and from the CLIENT's site.

## 5) SITE REQUIREMENTS

a) CLIENT shall maintain a high speed internet connection (minimum 1.5mbps download AND 512kbps upload) and must be able to provide COMPANY with IP connection to CLIENT's network through VPN, Citrix, or Microsoft

Terminal Services. COMPANY shall use the connection to assist with problem diagnosis and resolution of software support incidents. COMPANY is not responsible for purchase of VPN client software license, client connectivity issues due to bandwidth saturation, or configuration of CLIENT's firewall settings.

b) COMPANY shall provide CLIENT with remote support through the use of secure connection over the Internet connection. If CLIENT will not allow access COMPANY cannot guarantee support standards will be met. COMPANY will make every effort to support CLIENT's operating environment but cannot guarantee compatibility with all CLIENT devices or third party software applications.

## 6) PROJECT MANAGEMENT

CLIENT agrees to designate in writing a primary contact (the "Project Manager") to represent CLIENT and help coordinate CLIENT's personnel during the design, development, installation, training and maintenance of the system. The Project Manager shall have the authority to amend delivery schedules, seek additional services hours, and authorize other changes to this Agreement.

## 7) ADDITIONAL SERVICES

Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at COMPANY's then current market rate for the service as they are incurred. Travel and other expenses, plus a 10% travel processing fee will be billed as delivered.

8) **LIMITATION OF LIABILITY** COMPANY shall not be liable for inaccurate data in COMPANY's application software which is the result of conversion of inaccurate data from the previous system. COMPANY's liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The CLIENT shall not in any event be entitled to, and COMPANY shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this

# COMPANY SUBSCRIPTION AGREEMENT TERMS & CONDITIONS

Professional Services Agreement.

## **9) TERMINATION, CANCELLATION**

In the event of cancellation or termination of this Professional Services Agreement, whether for cause or non-appropriation, CLIENT will make payment to COMPANY for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
BETWEEN COMPANY AND CLIENT**

THIS AGREEMENT, is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 between Tyler Technologies, Inc., having offices at 5519 53<sup>rd</sup> Street, Lubbock, Texas 79414 (COMPANY) and Green River, WY (CLIENT), with its principal offices at 50 East 2<sup>nd</sup> North, Green River, Wyoming 92935 \_\_\_\_\_.

WHEREAS, COMPANY and CLIENT have entered into COMPANY Subscription Agreement dated \_\_\_\_\_;

WHEREAS, such COMPANY Subscription Agreement contained mutual consideration, promises, obligations and covenants of each party and such mutual consideration, promises, obligations and covenants were in part contingent on the parties agreement on Services levels;

WHEREAS, This Services level Agreement (SLA) is the result of mutual agreement upon the applicable the Services levels;

NOW, THEREFORE, each agrees as follows:

**I. SERVICES LEVELS**

Services levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

**A. Definitions**

When used in this section the following shall mean:

Business Day shall mean Monday through Friday excluding COMPANY holidays.

Business Hours shall mean 8:00 a.m. – 5:00 p.m. (CST) on Business Days.

**B. CLIENT Services**

The following Services levels apply to Subscription Services Operations Support. All Services levels are based on attainment rates shown below and calculated on a quarterly basis.

System Availability - Green	6:00 a.m. to 9:00 p.m. CST Mon-Fri 7:00 a.m. to 3:00 p.m. CST Sat	99%
System Availability – Yellow	9:00 p.m. to 12:00 a.m. CST Mon – Fri 3:00 p.m. to 12:00 a.m. CST Sat 7:00 a.m. to 12:00 p.m. CST Sun 6:00 p.m. to 12:00 a.m. CST Sun	No SLA
System Availability – Red	12:00 a.m. to 6:00 a.m. CST Mon – Sun 12:00 p.m. to 6:00 p.m. CST Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 7:00 p.m. Request after noon, by noon Next Business Day	90%

**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
BETWEEN COMPANY AND CLIENT**

File Restoration	Next Business Day	95%
Update Data in Test Database	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
File Back-up	Nightly	95%

**1. System Availability:**

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. COMPANY reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. User notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total minutes in a quarter to determine % of goal. All percentage calculations shall be rounded to the lowest whole number.

**2. Adding/Changing User Access / Printer:**

All requests to add or change a user or printer should be logged by calling the COMPANY Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

**3. File Restoration:**

Files that may be restored include COMPANY data files, and the reports in each user's home directory.

A request to restore a user file must be made through the COMPANY Network Services support department and must include the user name, exact file name and date when file may be found. All requests / issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurements: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Services levels exclude files that are older than 5 business days. Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
BETWEEN COMPANY AND CLIENT**

**4. Update Data in Test Database:**

Refresh data in test environment with data from Production environment.

A request to refresh the test database must be made through the COMPANY support department. All requests/issues should be logged by calling the Network Services support team at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

Measurement: Support logs include time request was made and time request closed. Each call that exceeds the agreed upon levels will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the Network Services support team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

**5. New Release/Update Testing Period:**

Upon request, new releases of the COMPANY applications will be loaded into the test database prior to Production. These releases will remain in the test environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

CLIENT agrees to devote time and resources to testing new release and to remain no more than two releases behind.

Exclusions: Individual programs that have been requested to fix a “bug” or add functionality for a site may be moved from training to Production at the CLIENT’s request.

**6. COMPANY Subscription Support Call Response:**

This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of CLIENT’s test database or restoration of CLIENT’s file.

Definition of Severities:

- 1 Critical Issue – COMPANY application is down
- 2 Severe issue, but there is a work around
- 3 Important issue – not severe

All requests/issues should be logged by calling support at (800) 646-2633 and following the recorded instructions. Support hours are 8:00 AM to 5:00 PM CST. Messages may be left after hours.

**New Incident**

Currently you would press 1 for support, then 1 for a new incident, then 6 for Hardware/Network Support.

**Existing Incident**

Currently, you would press 1 for support, then 2 for an existing incident.

**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
BETWEEN COMPANY AND CLIENT**

Escalation Procedure:

If you need to escalate a reported problem, please call the following people in the order shown:

Name	Title	Business Phone
On-Call Support: Austin Allen	Network Specialist	(800) 646-2633 ext 7102
Michael Lao	Technical Services Support Manager	(800) 646-2633 ext 7101
Steve McGee	Manager of Hosting Operations	(800) 646-2633 ext 7301
Russell Hoffman	Director of Technical Services	(800) 646-2633 ext 7001
Dane Womble	Chief Operating Officer	(800) 646-2633

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

2012 Holiday Schedule:

COMPANY will observe the following Holiday schedule. If assistance is required on a published holiday, 30-days advance notice must be given.

New Year's Day	Monday, January 2
Good Friday	Friday, April 6
Memorial Day	Monday, May 28
Independence Day	Wednesday, July 4
Labor Day	Monday, September 3
Thanksgiving Day	Thursday, November 22
Day after Thanksgiving	Friday, November 23
Christmas Eve	Monday, December 24
Christmas Day	Tuesday, December 25

7. File Back-Up:

Nightly backups of the following files will be completed: live database, user's reports.

Data will be cycled off-site regularly.

**II. FORCE MAJEURE**

Failure to meet Services levels caused by any bona fide strikes, times of governmental emergency, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond COMPANY' control will be recognized by CLIENT. COMPANY may be relieved of responsibility of meeting Services levels as stipulated in this SLA upon COMPANY' filing with CLIENT just and true statements requesting that such failure to meet the Services levels, signed by COMPANY and giving in detail all the essential circumstances which, justify such action under the provisions of this section by CLIENT.

**III. RESOLUTION OF DISPUTES**

In the event of a dispute between the parties under this SLA pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

**SUBSCRIPTION SERVICES  
LEVEL AGREEMENT  
BETWEEN COMPANY AND CLIENT**

**IV. MODIFICATION**

This SLA may not be modified except by the written mutual consent of both parties or as otherwise provided in this SLA.

**V. SEVERABILITY**

If any term or provision of this SLA or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this SLA or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this SLA shall be valid and enforced to the fullest extent permitted by law.

**VI. NO INTENDED THIRD PARTY BENEFICIARIES**

This SLA is entered into solely for the benefit of COMPANY and CLIENT. No third party shall be deemed a beneficiary of this SLA, and no third party shall have the right to make any claim or assert any right under this SLA.

**VII. ENTIRE AGREEMENT**

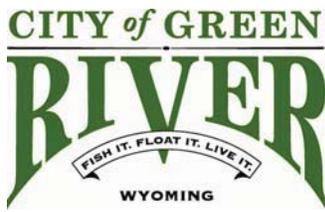
This SLA represents the entire agreement of CLIENT and COMPANY with respect to the Services levels and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. CLIENT hereby acknowledges that in entering into this SLA it did not rely on any representations other than those explicitly set forth in this Agreement.

**VIII. NO AMENDMENT**

This SLA is to further define the Services levels referenced in the COMPANY Subscription Agreement. Nothing in this SLA shall be deemed to amend any terms and conditions of the COMPANY Subscription Agreement.

**IX. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the CLIENT's state of domicile.



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: March 21, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda Item

**SUBJECT: Consideration of Maintenance Agreement with Otis Elevator Company for the elevators at the Green River Visitors Center**

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

**PURPOSE STATEMENT**

The purpose of this request is to continue to have a maintenance agreement for the elevators at the Green River Visitors Center.

**BACKGROUND/ALTERNATIVES**

The City of Green River is under contract since 1988 with the Otis Elevator Company for on-going service, maintenance and repair for two elevators located at City Hall and at the Recreation Center. Otis Elevator has submitted a quote to perform preventive maintenance on the elevator at the Visitors Center.

Otis Elevator Company is the only vendor that services the Green River Recreation center and City Hall elevators; thus making them a sole vendor.

The term of the contract will be one year from the date of commencement. Unless otherwise modified the term will be 5 years; automatically renewing each five years for an additional 5 years.

**ATTACHMENTS**

Proposed contract for the Otis Hydraulic Elevator # 252879.  
Resolution

**FISCAL IMPACT**

This maintenance agreement maintains the current price for the next five years totaling \$223.00, per month, payable annually.

**STAFF IMPACT**

None

**LEGAL REVIEW**

This proposed maintenance agreement was reviewed by the City Attorney on [REDACTED].

**RECOMMENDATION**

Staff recommends that the Governing Body approve this maintenance agreement with the Otis Elevator Company for service maintenance on the elevator at the Green River Visitors Center.

**SUGGESTED MOTION**

I move to approve these maintenance agreements, subject to legal review, with the Otis Elevator Company for the elevator located at the Green River Visitors Center and to authorize the Mayor to sign the contract for the Otis Hydraulic Elevator # 252879, the Governing Body hereby finding that the commitment of Otis Elevator Company to provide the maintenance services specified for the term of years specified has been determined to constitute a significant

benefit and advantage to the City and the public, in that such services are not readily or economically available to the City in the absence of an extended term contract.

# OTIS

**DATE:** 03/19/2012

**TO:**  
**Green River Visitor**  
 541 E Flaming Gorge  
 Green River, WY 82935

**FROM:**  
**Otis Elevator Company**  
 401 IRONWOOD DRIVE  
 SALT LAKE CITY, UT 84115

**EQUIPMENT LOCATION:**  
 GREEN RIVER VISITOR CENTE  
 541 E FLAMING GORGE  
 GREEN RIVER, WY 82935

Mitch Smith  
 Phone: (801) 486-9295 ext 20  
 Fax:(801) 466-1217

**PROPOSAL NUMBER:**

**EQUIPMENT DESCRIPTION:**

Number of Units	Manufacturer	Equipment Type	Machine Numbers
1	Otis	Hydraulic	252879

**OTIS MAINTENANCE**

We propose to furnish Otis Maintenance on the equipment (“Units”) described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

**OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>**

We will use the Otis Maintenance Management System<sup>SM</sup> preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS<sup>®</sup> standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

**PERFORMANCE**

**MAINTENANCE**

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary

sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

**RELIABILITY**

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**PARTS INVENTORY**

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner’s mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

**MAJOR COMPONENT INVENTORY**

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

**QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

**RESPONSIVENESS**

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**24-HOUR DISPATCHING**

We will, at your request, provide you with access to e\*Service via Otis.com and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e\*Service or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls.

**COMMUNICATION**

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**CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS<sup>®</sup> program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

**REPORTS – e\*SERVICE**

We will use the OMMS<sup>®</sup> program to record completion of maintenance procedures. We will, at your request, provide you access to e\*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e\*Service.

**SAFETY AND ENVIRONMENT**

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**SAFETY TESTS – TRACTION ELEVATORS**

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

**SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

**SAFETY TESTS - ROPED HYDRAULIC ELEVATORS**

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

**FIREFIGHTERS’ SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

**SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

**ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

**MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

**WORK SCHEDULE**

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**NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM<sup>®</sup> monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

**OVERTIME**

On Callbacks outside of regular working hours, Otis will absorb the worked hours at straight time rates and you will be charged for the overtime premium portion only, including for travel time.

**OWNERSHIP AND LICENSES**

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**WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

**OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the

Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

#### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

#### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

#### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

#### **THE UNITS**

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

#### **CLARIFICATIONS**

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any

indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

**ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

**SPECIAL PROVISIONS**

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**Travel Time and Expenses**

In the event of trouble calls between our regular examinations, you agree to pay us extra for travel time and expenses, at our regular billing rates, from the dispatching point to the building under contract and return.

**CONTRACT PRICE AND TERM**

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**CONTRACT PRICE**

**Two hundred thirty dollars ( \$230.00 ) per month, payable annually**

**PRICE ADJUSTMENT**

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

**A. Material**

**Twenty-three dollars ( \$23.00 )** of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2011** which was **222.700**.

**B. Labor**

**Two hundred seven dollars ( \$207.00 )** of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2012** which was **67.318**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

**TERM**

The Commencement Date will be .

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

**EXTENDED TERM**

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	<input type="checkbox"/>	_____
Fifteen (15) Years	5%	<input type="checkbox"/>	_____
Twenty (20) Years	7%	<input type="checkbox"/>	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

**PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

If an alternate payment plan is selected other than the standard annual payment, the following additional cost will be applied to the net billing amount:

<u>Billing Frequency</u>	<u>Add to Contract Price</u>	<u>Selection</u>	<u>Initial</u>
Semiannual	1%	<input type="checkbox"/>	_____
Quarterly	3%	<input type="checkbox"/>	_____
Monthly	4%	<input type="checkbox"/>	_____

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

**ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by:  Mitch Smith

Title:  Account Manager

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Principal, Owner or  
Authorized Representative of Principal or Owner

Agent: \_\_\_\_\_  
(Name of Principal or Owner)

**Otis Elevator Company**

Approved by Authorized Representative

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

Signed: \_\_\_\_\_

Print Name: Steve Morley

Title: General Manager



# CITY OF GREEN RIVER CITY COUNCIL MEETING Agenda Documentation

Preparation Date: March 16, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 3, 2012	Department Director: Allan Wilson
	Presenter: Consent Agenda Item

**SUBJECT: March 15, 2012 to May 31, 2013 American Red Cross/Green River Recreation Center Authorized Provider Agreement**

*(NOTE: All sections must be completed for this report to be placed on a Council Meeting Agenda)*

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### PURPOSE STATEMENT

To obtain approval and signature for the Authorized Provider Agreement with the American Red Cross – from the Governing Body

### BACKGROUND/ALTERNATIVES

The agreement allows the Green River Recreation Center to train instructors and lifeguards and provide health, safety and aquatic classes as an authorized provider. This partnership between the City of Green River and the American Red Cross enables the City to provide these programs at a reduced rate.

The Authorized Provider Agreement formalizes the relationship between the City of Green River and the American Red Cross and makes the City compliant with National Red Cross policy.

### ATTACHMENTS

**Attachment A** – Letter of Agreement

**Attachment B** – March 15, 2012 to May 31, 2013 American Red Cross/Green River Recreation Center Authorized Provider Agreement

**Attachment C** – Appendix A, B & C for the March 15, 2012 to May 31, 2013 American Red Cross/Green River Recreation Center Authorized Provider Agreement

### FISCAL IMPACT

The American Red Cross has recently restructured their Authorized Provider Fees, implementing increases for several programs. Based on participation levels of 2011, the new structure increases the amount paid to the American Red Cross by approximately \$1,000 per year for the programs that are currently offered by the Parks and Recreation Department. Funds for these programs have been allocated in the 2011-2012 Fiscal Year Budget, excluding the increase. While no additional funding is being requested at this time, it may be necessary to request an increase next year if the budget is unable to absorb these additional costs.

### STAFF IMPACT

No additional staffing is requested.

### LEGAL REVIEW

This report and its attachments were approved by the City Attorney on March 26, 2012.

### RECOMMENDATION

Staff recommends the Governing Body approve the Authorized Provider Agreement with the American Red Cross to continue this level of service.

### SUGGESTED MOTION

I move to approve the 2012 American Red Cross/Green River Recreation Center Authorized Provider Agreement



3/9/2012

Dear Ms. Schumacher,

As you know, the American Red Cross has announced a pricing structure for the 2012 Learn-to-Swim program, which is attached as Appendix A. Although full implementation of the new pricing structure is set to begin on June 1, 2012, there is an option to opt in early to the new pricing effective March 1, 2012. You have indicated a desire to take advantage of this option.

In order to opt in to the new Learn-to-Swim pricing please sign this letter where indicated below, complete Appendix B and return both to me, and provide payment of the annual facility fee. Appendix B must be completed for each facility and includes a list of Water Safety instructors who are associated with your organization and their individual contact information. The annual facility fee can be paid by credit card or check. Except as expressly modified by this letter, all other terms of your existing Authorized Provider Agreement and/or Licensed Training Provider Agreement shall remain in full force and effect.

If your organization reaches more than 1,000 Learn-to-Swim students annually and offers other Red Cross training or has other special circumstances, you may be eligible for additional partnering opportunities. Please complete Appendix C to tell us more about your program. This form will be submitted to a team at American Red Cross National Headquarters for consideration. You will be notified within 45 days if you are eligible for additional benefits.

We are also taking steps to streamline the reporting process for courses in the Learn-to-Swim program. Moving forward, providers will submit a Learn-to-Swim course record to the Training Support Center on a monthly basis on one form. The monthly report forms will include a list of the Water Safety instructors who taught during the month along with total numbers of students enrolled as well as those who successfully completed the levels. Individual student names will not be required and individual Water Safety instructors will not need to submit reports in order to be credited for recertification.

An additional value included with this new pricing structure is a package of promotional materials. This package will be provided as part of the full program implementation that will begin in June. Until the full program implementation in June, no change will be made to the way that you currently handle certificates. More information on certificates will be available prior to the full program implementation.

I look forward to working with you to get you started with the 2012 Learn-to-Swim program. Please contact me at your earliest convenience at: [303-607-4795/gretchen.burdekin@redcross.org]

Sincerely,

Gretchen Burdekin  
Division Program Manager - Aquatics  
American Red Cross

ACCEPTED AND AGREED:  
CITY OF GREEN RIVER

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

Name: \_\_Hank Castillon\_\_\_\_\_

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

Date: \_\_\_\_April 3, 2012\_\_\_\_\_



## **Authorized Provider Agreement**

This **Authorized Provider Agreement** ("Agreement") is effective as of **March 15, 2012** ("Effective Date") by and between the American National Red Cross ("Red Cross") and the party agreeing to the terms of this Agreement (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach Red Cross training courses ("Courses") specified in Appendix A within AP's organization. If you are accepting on behalf of your employer or another entity, you represent and warrant that (i) you have full legal authority to bind such entity to these terms and conditions, (ii) you have read and understand this Agreement, and (iii) you agree, on behalf of the entity that you represent, to this Agreement. If you don't have legal authority to bind the entity, please do not sign this Agreement.

1. AP Responsibilities. In connection with offering the Courses, AP agrees that it will:
  - 1.1 Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
  - 1.2 Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix B;
  - 1.3 Obtain Red Cross confirmation of certification status of new AP Instructors before permitting such Instructors to teach a Course;
  - 1.4 Be responsible for the oversight of AP's Instructors and require that Instructors teach Courses using Red Cross course materials ("Course Materials"), and in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
  - 1.5 Operate in accordance with all Red Cross Policies;
  - 1.6 Permit Red Cross to perform random observations of AP's Courses;
  - 1.7 Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
  - 1.8 Enter training records into the Learning Management System ("LMS") within ten (10) calendar days of Course completion (the "Course Records");
  - 1.9 Pay the required fees in connection with all Courses;
  - 1.10 Maintain adequate insurance to cover liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to the AP or its Instructors; and
  - 1.11 Teach the Courses exclusively within the AP's organization at the multiple facility locations set forth in Appendix C; provided however, this exclusivity will be limited solely to the Courses specified on Appendix A.
2. Red Cross Responsibilities: To facilitate AP's Course offerings, Red Cross agrees that it will:
  - 2.1 Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
  - 2.2 Approve properly submitted Course Records and provide certifications for Courses, if applicable;
  - 2.3 Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
3. Term and Termination.
  - 3.1 This agreement will be effective as of the Effective Date and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
  - 3.2 Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
  - 3.3 Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
  - 3.4 Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.
4. Fees and Invoicing.
  - 4.1 AP will use its best efforts to comply with the AP Resource Guide's preferred payment option for fees and invoices.
  - 4.2 Fees are set forth on Appendix A. Red Cross will send invoices to the AP after the approval of Course Records. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees at its sole discretion upon thirty (30) days advance notice of such fee changes. If the AP does not agree to the fee changes, it has the right to terminate the Agreement pursuant to Section 3.
  - 4.3 If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with all Red Cross Policies, the AP is responsible for all costs associated with the retraining of course participants. Red Cross will determine the party, which may include, but is not limited to, the AP or any Red Cross employee, volunteer, LTP or AP, to offer the retraining in its sole discretion.

5. Notices: The contact at the AP for this Agreement is Sherry Schumacher (the “AP Representative”). Red Cross will deliver notices to the AP at the following mailing address City of Green River and the Red Cross will send invoices to the following AP billing address, if different from the mailing address, 1775 Hitching Post Drive, Green River Wyoming 82935. AP shall deliver notices to the Red Cross at [American
6. Red Cross 444 Sherman Street, Denver, Colorado 80203, ATTN: [Gretchen Burdekin with an additional copy to 2025 E Street, N.W., Washington, DC 20006, ATTN: Preparedness, Health & Safety Services Department.
7. Confidentiality and Intellectual Property:
  - 7.1 Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
  - 7.2 Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content (“Red Cross IP”). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP’s use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.
8. Entire Agreement, Amendments, and Assignments: Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.
9. Independent Contractors: Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.

The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP’s receipt of the AP Resource Guide, which may be updated from time to time.

Green River Recreation Center

**THE AMERICAN NATIONAL RED CROSS**

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

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

Name: Hank Castillon

Name: Gretchen Burdekin

Title: Mayor

Title: Division Program Manager-Aquatics

Date: April 3, 2012

Date: [INSERT DATE]

**APPENDIX A**

**COURSES, EQUIPMENT, MATERIALS AND FEES**

**1. Course Fees**

<b>Courses Offered by AP</b>	<b>Per Person Fee</b>
See attached	

2. Training materials, equipment and supplies may be purchased at [www.ShopStaywell.com](http://www.ShopStaywell.com) and [www.RedCrossStore.org](http://www.RedCrossStore.org).
3. **Special billing or payment instructions (Optional):** The billing address for the City of Green River is: City of Green River, 50 East 2nd North, Green River WY 82935
4. **Additional Services (Optional):**

**APPENDIX B**

**Authorized Provider Instructors**

Instructors who will be teaching for your company/organizations should be listed below. Each instructor should have a profile in the American Red Cross Learning Center which includes contact information including email, address, phone and current instructor certifications.

<b>Instructor Name</b>	<b>Learning Center Username</b>	<b>Email Address Phone Number</b>	<b>Current Instructor Certification</b>
Sherry Schumacher	4164909	sschumacher@cityofgreenriver.org  (307)872-0517	Water Safety Instructor Water Safety Instructor Trainer First Aid/CPR/AED Instructor
Joyce Patterson	4570894	jpatterson@cityofgreenriver.org  (307)871-0975	Water Safety Instructor  Lifeguarding Instructor  First Aid/CPR/AED Instructor  First Aid/CPR/AED for the Professional Rescuer Instructor
Caitlin Slebiska		Katie_slebiska@hotmail.com  (307)871-0461	Water Safety Instructor Lifeguarding Instructor
<b>Insert Name of Instructor</b>	<b>Insert Username</b>	<b>Insert Email Address Insert Phone Number</b>	<b>Insert Instructor Certification Insert Instructor Certification Insert Instructor Certification</b>
<b>Insert Name of Instructor</b>	<b>Insert Username</b>	<b>Insert Email Address Insert Phone Number</b>	<b>Insert Instructor Certification Insert Instructor Certification Insert Instructor Certification</b>
<b>Insert Name of Instructor</b>	<b>Insert Username</b>	<b>Insert Email Address Insert Phone Number</b>	<b>Insert Instructor Certification Insert Instructor Certification Insert Instructor Certification</b>
<b>Insert Name of Instructor</b>	<b>Insert Username</b>	<b>Insert Email Address Insert Phone Number</b>	<b>Insert Instructor Certification Insert Instructor Certification Insert Instructor Certification</b>

<b>Insert Name of Instructor</b>	<b>Insert Username</b>	<b>Insert Email Address</b> <b>Insert Phone Number</b>	<b>Insert Instructor Certification</b> <b>Insert Instructor Certification</b> <b>Insert Instructor Certification</b>
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<b>Facility Name and Address</b>	<b>Contact Name</b>	<b>Phone Number</b> <b>Fax Number</b> <b>Email Address</b>
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**APPENDIX C**

**FACILITY LOCATIONS**

**Please list each facility at which course will be taught including a physical address, a contact name and contact information.**

Green River Recreation Center 1775 Hitching Post Drive Green River WY 82935	Sherry Schumacher	(307)872-0517 (307)872-0509 sschumacher@cityofgreenriver.org
City of Green River-City Hall 50 East 2nd North Green River WY 82935	Sherry Schumacher	(307)872-0517 (307)872-0509 sschumacher@cityofgreenriver.org
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>
<b>Insert Facility Name</b> <b>Insert Facility Physical Address</b> <b>Insert City, State, Zip</b>	<b>Insert Contact Name</b>	<b>Insert Phone Number</b> <b>Insert Fax Number</b> <b>Insert Email Address</b>

**APPENDIX A**

1. Course Fees

<b>Category</b>	<b>Course ID</b>	<b>New Course Title</b>	<b>Delivery Method</b>	<b>AP (LTP) Fee</b>
-----------------	------------------	-------------------------	------------------------	---------------------

First Aid/CPR/AED	HSSSFA101	First Aid	<ul style="list-style-type: none"> <li>▪ Classroom</li> <li>▪ Classroom / Web based</li> </ul>	\$19
	HSSSFA101C	First Aid Challenge	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA101R	First Aid Review	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA107	Adult CPR/AED	<ul style="list-style-type: none"> <li>▪ Classroom</li> <li>▪ Classroom / Web based</li> </ul>	\$19
	HSSSFA107C	Adult CPR/AED Challenge	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA107R	Adult CPR/AED Review	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA207	Pediatric CPR/AED*	<ul style="list-style-type: none"> <li>▪ Classroom</li> <li>▪ Classroom / Web based</li> </ul>	\$19
	HSSSFA207C	Pediatric CPR/AED Challenge	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA207R	Pediatric CPR/AED Review	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA302	Adult CPR/AED with Pediatric CPR	<ul style="list-style-type: none"> <li>▪ Classroom / Web based (ONLY)</li> </ul>	\$19
	HSSSFA303	Adult and Pediatric CPR/AED	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA303C	Adult and Pediatric CPR/AED Challenge	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA303R	Adult and Pediatric CPR/AED Review	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA404	Adult First Aid/CPR/AED	<ul style="list-style-type: none"> <li>▪ Classroom</li> <li>▪ Classroom / Web based</li> </ul>	\$27
	HSSSFA404C	Adult First Aid/CPR/AED Challenge	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA404R	Adult First Aid/CPR/AED Review	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA411	Pediatric First Aid/CPR/AED*	<ul style="list-style-type: none"> <li>▪ Classroom</li> <li>▪ Classroom / Web based</li> </ul>	\$27
	HSSSFA411C	Pediatric First Aid/CPR/AED Challenge*	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	HSSSFA411R	Pediatric First Aid/CPR/AED Review*	<ul style="list-style-type: none"> <li>▪ Classroom</li> </ul>	\$19
	<b>Category</b>	<b>Course ID</b>	<b>New Course Title</b>	<b>Delivery Method</b>
First Aid/CP R/AED	HSSSFA415	Adult and Pediatric First Aid/CPR/AED	<ul style="list-style-type: none"> <li>▪ Classroom</li> <li>▪ Classroom / Web based</li> </ul>	\$27

	HSSSFA415C	Adult and Pediatric First Aid/CPR/AED Challenge	▪ Classroom	\$19
	HSSSFA415R	Adult and Pediatric First Aid/CPR/AED Review	▪ Classroom	\$19
	HSSSFA501	Epinephrine Auto-Injector Training	▪ Classroom	\$8
	HSSSFA502	Asthma Inhaler Training	▪ Classroom	\$8
	HSSSST107	Sports Injury Prevention and First Aid with Adult and Child CPR/AED	▪ Classroom	\$27
	HSSSST107C	Sports Injury Prevention and First Aid with Adult and Child CPR/AED Challenge	▪ Classroom	\$19
	HSSSST107R	Sports Injury Prevention & First Aid with Adult and Child CPR/AED Review	▪ Classroom	\$19
	HSSWFA101	Wilderness and Remote First Aid	▪ Classroom	\$19
	HSSRTE115	Responding to Emergencies	▪ Classroom	\$27
	HSSRTE115C	Responding to Emergencies Challenge	▪ Classroom	\$19
	HSSRTE115R	Responding to Emergencies Review	▪ Classroom	\$19
	HSSYTH101	Basic Aid Training	▪ Classroom	\$10
	HSSBBP101	Bloodborne Pathogens	▪ Classroom	\$10
	HSSBBP101	Bloodborne Pathogens	▪ Web based	N/A
	HSSBBP102	Bloodborne Pathogens for Tattoo Artists	▪ Web based	N/A
	HSSPFA201	Cat and Dog First Aid	▪ Classroom	\$19
	HSSCPR101	Citizen CPR	▪ Classroom	N/A
<b>Category</b>	<b>Course ID</b>	<b>New Course Title</b>	<b>Delivery Method</b>	<b>New AP (TP) Fee</b>
<b>Caregiving</b>	HSSCAR201	Babysitter's Training	▪ Classroom	\$10
	HSSCAR301	Nurse Assistant Training	▪ Classroom	\$50
<b>Category</b>	<b>Course ID</b>	<b>New Course Title</b>	<b>Delivery Method</b>	<b>New AP (TP) Fee</b>
<b>Professional Rescuer</b>	HSSPRO101	CPR/AED for Professional Rescuers and Health Care Providers	▪ Classroom	\$27

	HSSPRO101C	CPR/AED for Professional Rescuers and Health Care Providers Challenge	▪ Classroom	\$19
	HSSPRO101R	CPR/AED for Professional Rescuers and Health Care Providers Review	▪ Classroom	\$19
	HSSPRO102	Administering Emergency Oxygen	▪ Classroom	\$10
	HSSPRO102C	Administering Emergency Oxygen Challenge	▪ Classroom	\$8
	HSSPRO102R	Administering Emergency Oxygen Review	▪ Classroom	\$8
	HSSPRO103	Emergency Medical Response	▪ Classroom	\$19
	HSSPRO103C	Emergency Medical Response Challenge	▪ Classroom	\$19
	HSSPRO103R	Emergency Medical Response Review	▪ Classroom	\$19
<b>Category</b>	<b>Course ID</b>	<b>New Course Title</b>	<b>Delivery Method</b>	<b>New AP (TP) Fee</b>
<b>Instructor Training</b>	HSSADM101	Fundamentals of Instructor Training	▪ Classroom	\$10
	HSSAQU803	Lifeguarding Instructor ( <i>includes Deluxe Instructor Kit</i> )	▪ Classroom	\$35
	HSSAQU808	Water Safety Instructor	▪ Classroom	\$35
	HSSCAR801	Babysitter's Training Instructor	▪ Classroom	\$27
	HSSCPR701	Citizen CPR Leader Training	▪ Classroom	N/A
	HSSPFA701	Cat and Dog First Aid Leader	▪ Classroom	\$27
	HSSPRO801	CPR/AED for Professional Rescuers and Health Care Providers Instructor ( <i>includes Deluxe Instructor Kit</i> )	▪ Classroom	\$35
	HSSPRO805	Emergency Medical Response Instructor ( <i>includes Deluxe Instructor Kit</i> )	▪ Classroom	\$35
	HSSSFA801	First Aid/CPR/AED Instructor ( <i>includes Deluxe Instructor Kit</i> )	▪ Classroom	\$35
	HSSWFA801	Wilderness and Remote First Aid Instructor ( <i>includes instructor and participant materials</i> )	▪ Classroom	\$35

Items in *italics* within the course title columns are not part of the course titles.

\* These courses are available in Spanish.

NOTE: Instructor Updates and Quick Starts are currently free.

Category	Course ID	New Course Title	Delivery Method	New AP (TP) Fee
Aquatics	HSSAQU201	Parent and Child Aquatics Level 1	▪ Classroom	see below
	HSSAQU202	Parent and Child Aquatics Level 2	▪ Classroom	see below
	HSSAQU206	Level 1 - Introduction to Water Skills	▪ Classroom	see below
	HSSAQU207	Level 2 - Fundamentals of Aquatic Skills	▪ Classroom	see below
	HSSAQU208	Level 3 - Stroke Development	▪ Classroom	see below
	HSSAQU209	Level 4 - Stroke Improvement	▪ Classroom	see below
	HSSAQU210	Level 5 - Stroke Refinement	▪ Classroom	see below
	HSSAQU211	Level 6 - Swimming and Skill Proficiency - Personal Water Safety	▪ Classroom	see below
	HSSAQU212	Level 6 - Swimming and Skill Proficiency - Fundamentals of Diving	▪ Classroom	see below
	HSSAQU213	Level 6 - Swimming and Skill Proficiency - Fitness Swimmer	▪ Classroom	see below
	HSSAQU302	Basic Water Rescue	▪ Classroom	\$5
	HSSAQU402	Lifeguarding	▪ Classroom	\$35
	HSSAQU402C	Lifeguarding Challenge	▪ Classroom	\$27
	HSSAQU402R	Lifeguarding Review	▪ Classroom	\$27
	HSSAQU403	Waterfront Lifeguarding	▪ Classroom	\$35
	HSSAQU404	Waterpark Lifeguarding	▪ Classroom	\$35

## NEW 2012 LEARN-TO-SWIM PRICING STRUCTURE DETAILS

The new pricing package for American Red Cross aquatic providers includes an annual fee for facilities, a set number of Red Cross certificates and free advertising materials. New prices go into effect June 1, 2012. For those customers who wish to sign up earlier, we are offering an early opt-in date of March 1.

	Facilities offering the revised Red Cross Lifeguarding Program	Facilities that <u>do not</u> offer the revised Red Cross Lifeguarding Program
Annual Fee per Facility with Pool	\$300	\$350
Number of Student Learning Fees included with Annual Fee (includes Learn-to-Swim Certificates)	150	100
Additional Student Learning Fees (Learn-to-Swim Certificates included)*	\$1.00/additional student	\$1.00/additional student
Program Banner, Marketing Posters	Included (\$50 Value)	Included (\$50 Value)

Facilities or agencies that teach multiple Red Cross programs or a high volume of Learn-to-Swim students (e.g., 1,000 or more) are encouraged to contact their American Red Cross Aquatics representative to discuss additional partnering opportunities. Based upon both program size and/or the facility's ability to partner with the Red Cross to promote a range of educational programs, additional incentives may apply. Programs can include Lifeguarding, Lifeguard Management, Aquatic Examiner Service, or non-aquatic programs, such as First Aid/CPR/AED, Babysitting, Caregiving, and others.

## APPENDIX A: 2012 LEARN-TO-SWIM PRICING STRUCTURE

The 2012 Learn-to-Swim pricing package for American Red Cross aquatic providers is as follows:

	Facilities offering the revised Red Cross Lifeguarding Program	Facilities that <u>do not</u> offer the revised Red Cross Lifeguarding Program**
Annual Fee per Facility with Pool	\$300	\$350
Number of Student Learning Fees included with Annual Fee (includes Learn-to-Swim Certificates)	150	100
Additional Student Learning Fees (Learn-to-Swim Certificates included)*	\$1.00/additional student	\$1.00/additional student
Program Banner, Marketing Posters	Included (\$50 Value)	Included (\$50 Value)

\*Facilities or agencies that teach multiple Red Cross programs or a high volume of Learn-to-Swim students (e.g., 1,000 or more) should contact their American Red Cross Aquatics representative to discuss additional partnering opportunities. Based upon both program size and/or the facility's ability to partner with the Red Cross to promote a range of educational programs, additional incentives may apply. Programs can include Lifeguarding, Lifeguard Management, Aquatic Examiner Service, or non-aquatic programs, such as First Aid/CPR/AED, Babysitting, Caregiving and others.

\*\*Facilities that do not have a Lifeguarding program at all are eligible for the \$300 facility fee with 150 student learning fees.

## APPENDIX B: SUB-ORGANIZATION REGISTRATION

Directions for Aquatics Provider: Complete one copy of this appendix for each facility/sub-organization.

### LTS Sub-Organization Information

LTS Sub-Organization/Facility Name	<b>Green River Recreation Center</b>
Address City, State, ZIP	<b>1775 Hitching Post Drive</b> <b>Green River WY 82935</b>
Web Address	
Primary Contact Name	<b>Sherry Schumacher</b>
E-mail Address	<a href="mailto:sschumacher@cityofgreenriver.org">sschumacher@cityofgreenriver.org</a>
Address 1 Address 2 City, State ZIP	
Secondary Contact Name	<b>Brenda Roosa</b>
E-mail Address	<a href="mailto:broosa@cityofgreenriver.org">broosa@cityofgreenriver.org</a>
Address 1 Address 2 City, State ZIP	

### Parent Organization Information

Parent Organization Name	<b>Green River Recreation Center</b>
Parent Organization ID	
Address City, State, ZIP	<b>1775 Hitching Post Drive</b> <b>Green River WY 82935</b>
Web Address	

Primary Contact Name	<b>Sherry Schumacher</b>
E-mail Address	<a href="mailto:sschumacher@cityofgreenriver.org">sschumacher@cityofgreenriver.org</a>
Address 1 Address 2 City, State ZIP	<b>1775 Hitching Post Drive Green River WY 82935</b>
Secondary Contact Name	<b>Brenda Roosa</b>
E-mail Address	<a href="mailto:broosa@cityofgreenriver.org">broosa@cityofgreenriver.org</a>
Address 1 Address 2 City, State ZIP	<b>1775 Hitching Post Drive Green River WY 82935</b>
Organization Type: AP or LTP	
Unit Code:	

**Billing Information**

Billing Contact Name	<b>Sherry Schumacher</b>
Billing Address 1 City, State, ZIP	<b>1775 Hitching Post Drive Green River WY 82935</b>
Billing Address 2 City, State ZIP	

**Water Safety Instructors Associated with the Sub-Organization/Facility:**

List all Water Safety instructors who will be teaching for your facility below. Each Water Safety instructor should have a profile in the American Red Cross Learning Center which includes contact information including email, address, phone and current instructor certifications.

<b>Instructor Name</b>	<b>Learning Center Username</b>	<b>Email Address Phone Number</b>	<b>Current Instructor Certification</b>
------------------------	---------------------------------	---------------------------------------	---

Sherry Schumacher	4164909	<a href="mailto:sschumacher@cityofgreenriver.org">sschumacher@cityofgreenriver.org</a> (307)872-0517	Water Safety Instructor Water Safety Instructor Trainer First Aid/CPR/AED Instructor
Brittany Barenz	16083639	<a href="mailto:lluvsoccerbb2@msn.com">lluvsoccerbb2@msn.com</a> (307)871-1024	Water Safety Instructor
Keith Curry	6913983	<a href="mailto:Keith_curry_27@live.com">Keith_curry_27@live.com</a> (307)871-9450	Water Safety Instructor
Mercedes Hansen	10491587	<a href="mailto:Shadowgirl_1994@live.com">Shadowgirl_1994@live.com</a> (307)871-8803	Water Safety Instructor
Clayton Harmon	16083714	<a href="mailto:steelersfan1995@q.com">steelersfan1995@q.com</a> (307)871-7762	Water Safety Instructor
Hannah Hastings	15677751	<a href="mailto:Hannah_hastings3506@hotmail.com">Hannah_hastings3506@hotmail.com</a> (307)871-6582	Water Safety Instructor
Kelly Hermansen	4570879	<a href="mailto:khermie1026@gmail.com">khermie1026@gmail.com</a> (307)871-0340	Water Safety Instructor
Jennie Kordus	16083626	<a href="mailto:tordus@live.com">tordus@live.com</a> (307)707-7753	Water Safety Instructor
Weston Lamb	4570880	<a href="mailto:wlbmb1@uwyo.edu">wlbmb1@uwyo.edu</a> (307)871-9327	Water Safety Instructor

Courtney Lee	10491594	<a href="mailto:wydancer12@hotmail.com">wydancer12@hotmail.com</a> (307)871-2277	Water Safety Instructor
Jay March	9429340	<a href="mailto:Jaymarch2011@hotmail.com">Jaymarch2011@hotmail.com</a> (307)707-2053	Water Safety Instructor
Shawnee Merrell	5881885	<a href="mailto:hotstriker10@gmail.com">hotstriker10@gmail.com</a> (307)871-8577	Water Safety Instructor
Madori O'Melia	16083579	<a href="mailto:omeliaml@msn.com">omeliaml@msn.com</a> (307)705-5255	Water Safety Instructor
Joyce Patterson	4570894	<a href="mailto:jpatterson@cityofgreener.org">jpatterson@cityofgreener.org</a> (307)871-0975	Water Safety Instructor Lifeguarding Instructor First Aid/CPR/AED Instructor First Aid/CPR/AED for the Professional Rescuer Instructor
Tiffany Perry	16083667	<a href="mailto:perry1325@yahoo.com">perry1325@yahoo.com</a> (307)707-4038	Water Safety Instructor
Whitney Reese	8036578	<a href="mailto:wreese@gmail.com">wreese@gmail.com</a> (307)871-6310	Water Safety Instructor
Jordan Robles	4903414	<a href="mailto:jordanrobles680@hotmail.com">jordanrobles680@hotmail.com</a> (307)371-1905	Water Safety Instructor
Taryn Roosa	6914034	<a href="mailto:taryn_roosa@gmail.com">taryn_roosa@gmail.com</a> (307)871-0622	Water Safety Instructor

Caitlin Slebiska		<a href="mailto:Katie_slebiska@hotmail.com">Katie_slebiska@hotmail.com</a> (307)871-0461	Water Safety Instructor Lifeguarding Instructor
Bryant Smith	15678006	<a href="mailto:Smithracing7@yahoo.com">Smithracing7@yahoo.com</a> (307)871-0837	Water Safety Instructor
Brandon Stanphill	10569654	<a href="mailto:brandolphins@hotmail.com">brandolphins@hotmail.com</a> (307)871-3720	Water Safety Instructor
Adar Westling	7310945	<a href="mailto:Adar_777@hotmail.com">Adar_777@hotmail.com</a> (307)871-5568	Water Safety Instructor
Lauren Westling	4903463	<a href="mailto:lwestlin@bu.edu">lwestlin@bu.edu</a> (307)871-9200	Water Safety Instructor
Morgan Wyant	16083694	<a href="mailto:soccer_stud_94@hotmail.com">soccer_stud_94@hotmail.com</a> (307)707-0144	Water Safety Instructor

**For Office Use Only:**

LTS Sub-Organization ID	
Payment Method	
<input type="checkbox"/> Check # _____	Process through FTNI or mail signed documentation to: American Red Cross Health and Safety Services 25688 Network Place Chicago, IL 60673-1256
<input type="checkbox"/> Credit Card	Please use the credit card payment form on the next page to process the payment. Once processed, destroy the credit card information on this form.
<input type="checkbox"/> Bill /Invoice	E-mail completed and signed documentation to: <a href="mailto:Billing@usa.redcross.org">Billing@usa.redcross.org</a>
Facility Fee Amount	
Number of Student Learning Fees	

Included	
Aquatics Representative Name	
E-mail	
Phone	

**FOR OFFICE USE ONLY: CREDIT CARD PAYMENT FORM**

INSTRUCTIONS: Process credit card payments through FTNI or call 1-888-284-0607 and submit payment by phone to PHSS COE Customer Service Representative. Tell the Customer Service Representative the amount to attribute to student learning fees (\$100 or \$150). Once processed, destroy the credit card information on this form.

LTS Sub-Organization ID	
<input type="checkbox"/> Credit Card	Credit Card # _____ Expiration Date _____ Name as it appears on Card _____
Facility Fee Amount	
Number of Student Learning Fees Included	
Aquatics Representative Name	
E-mail	
Phone	

## APPENDIX C: HIGH VOLUME CUSTOMER/UNIQUE CIRCUMSTANCES TEMPLATE

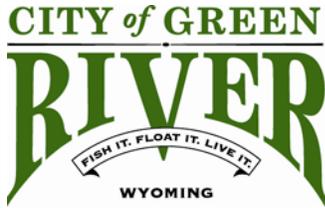
Organization Name	City of Green River
Number of Aquatic Facilities	1
For each facility, please provide:  Facility Name: Facility Address: Facility Web Address: Primary Contact Name E-mail Address Address 1 Address 2 City, State ZIP	Green River Recreation Center  1775 Hitching Post Drive  Green River Wyoming 82935  Sherry Schumacher  <a href="mailto:sschumacher@cityofgreenriver.org">sschumacher@cityofgreenriver.org</a>
Estimated annual Learn-to-Swim enrollments:	1050
Percentage of Learn-to-Swim enrollments that are scholarship students:	0
Average Learn-to-Swim course fees:	\$26

Red Cross courses that are also offered throughout the organization:

Course Name	Number of Courses Offered Annually	Who Trained		Fees Charged
		# of Staff	# of Public	
Water Safety Instructor	1	5	5	\$125
Lifeguarding	1	0	12	\$125
Babysitter's Training				
Safety Training for Swim Coaches	1	0	5	\$20
CPR/AED for Professional	2	20		\$0

Rescuers and Health Care Providers				
First Aid/CPR/AED	5	45	3	\$55
Emergency Medical Response				
Lifeguarding Instructor				
Water Safety Outreach, including WHALE Tales	2		25	\$0

Other, please explain:



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

Preparation Date: 03/26/2012	Submitting Department: City Clerk
Meeting Date: 04/3/2012	Department Director: Jeffrey V. Nieters
	Presenter: CONSENT AGENDA

Subject: Issuance of an Open Container Permit to the Ponderosa Bar and Embassy Tavern

Purpose Statement: Consideration of a request by Ponderosa Bar and Embassy Tavern for an Open Container Permit for the 8<sup>th</sup> Annual Rally in the Alley Benefit Poker Run on July 21, 2012, from 9 am until midnight. The event will be held at the alley behind both the Ponderosa Bar and the Embassy Tavern.

Background/Alternatives: They have been issued permits before.

Attachments: Letter of request.

Legal Review: n/a

Recommendation: none

Suggested Motion: I move to approve the issuance of an Open Container Permit to the Ponderosa Bar and the Embassy Tavern for the 8<sup>th</sup> Annual Rally in the Alley Benefit Poker Run on July 21, 2012, from 9 am until midnight to be held in the alley behind both the Ponderosa Bar and the Embassy Tavern.



41 East Railroad  
PO Box 861  
Green River, WY 82935

PHONE (307) 875-4614  
E-MAIL [ponderosabar@live.com](mailto:ponderosabar@live.com)

March 26, 2012

Dear Mayor and Council Members,

I am writing for your consideration for an Open Container Permit for the 8<sup>th</sup> Annual Rally in the Alley, benefit poker run. This year's event will be held July 21, 2012, sponsored by the Ponderosa Bar and the Embassy Tavern.

The event will include a Poker Run, food and retail vendors, and a street dance with live music.

I would like to request the following:

Open container permit from 9:00 am- 12:00 midnight.  
Barricades from the City Street Department  
Three extra large garbage bins  
Fees for garbage bins waived for the event- total \$188.52

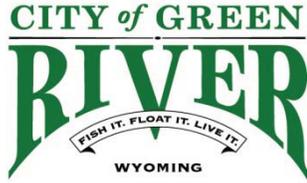
The barricades will be placed on the intersection of East Railroad and North Center and the intersection of East Railroad and N 1<sup>st</sup> East. This will leave the alley behind both establishments open for public access. The Open Container Permit will be for this barricaded area only. Due to the length of the run the sign up time is one hour earlier than the previous year. Security will be provided by Desert Eagle Security.

If you have any questions, please call me at 307-389-4309 or 307-875-4614.

Thank you for your consideration.

Sincerely,

Michelle Marshall  
Ponderosa Bar



## City Council Meeting Agenda Documentation

Preparation Date: 03/28/12	Submitting Department: Legislative
Meeting Date: 04/03/12	Department Director: Mayor Castillon
<b>CONSENT AGENDA</b>	Presenter: Mayor Castillon

**SUBJECT      LETTERS OF SUPPORT**

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**PURPOSE STATEMENT**

Provide copies of two letters of support written at the request of the Governing Body.

**BACKGROUND - ALTERNATIVES**

At the March 20, 2012 City Council meeting, presentations were given by Harry Holler / Robin Lonnevik regarding a proposed training facility for the blind and by John Lucas who described the FMC Granger Optimization Project. The Governing Body granted their individual requests for letters of support and directed that the letters be included in the April 3, 2012 Council agenda packet.

**ATTACHMENTS**

Copies of the letters of support prepared March 27, 2012 and mailed according to instructions provided to the Mayor’s Office by Ms. Lonnevik and Mr. Lucas.

**FISCAL IMPACT**

N/A

**STAFF IMPACT**

N/A

**LEGAL REVIEW**

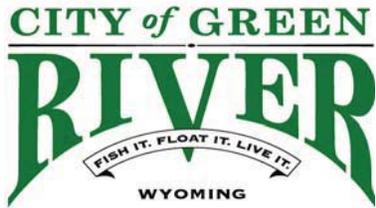
N/A

**RECOMMENDATION**

Approve the letters of support

**SUGGESTED MOTION**

I MOVE to approve the letters of support for Ms. Lonnevik’s training center for the blind and for the FMC Granger Optimization Project.



**OFFICE OF THE MAYOR**

50 E 2<sup>nd</sup> North Street Green River WY 82935  
(307) 872-6136 [admininfo@cityofgreenriver.org](mailto:admininfo@cityofgreenriver.org)  
[www.cityofgreenriver.org](http://www.cityofgreenriver.org)

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March 27, 2012

To Whom it May Concern:

The Governing Body of the City of Green River enthusiastically supports Ms. Lonnevik's desire to establish a training facility and transitional housing center for the blind and visually impaired in Sweetwater County.

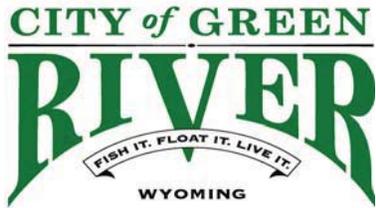
The proposed facility will be a wonderful addition to a community, and we would be extremely pleased to see it established in Green River. We are happy to extend to Ms. Lonnevik any assistance that we can reasonably offer to help with this initiative.

We heartily pledge our support to this project and ask that you do the same.

Sincerely,

Hank Castillon  
Mayor

cc: Robin Mary Lonnevik



**OFFICE OF THE MAYOR**

50 E 2<sup>nd</sup> North Street Green River WY 82935  
(307) 872-6136 [admininfo@cityofgreenriver.org](mailto:admininfo@cityofgreenriver.org)  
[www.cityofgreenriver.org](http://www.cityofgreenriver.org)

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March 27, 2012

Tom Schroeder, Program Principal  
State of Wyoming  
Department of Environmental Quality  
Industrial Siting Division  
Herschler Building, 4W  
122 West 25<sup>th</sup> Street  
Cheyenne, Wyoming 82002

Dear Tom:

On behalf of the City Council for the City of Green River, Wyoming, I am writing to express our unanimous support for the FMC Granger Optimization Project in Sweetwater County, Wyoming.

The City is excited to learn about FMC's imminent plans for the Granger facility. The construction and operation of FMC's Granger Optimization Project will provide investment in the local community, employment and additional tax revenue.

FMC has been a steadfast supporter of the City and Sweetwater County. The City appreciates and values its long-standing relationship with FMC.

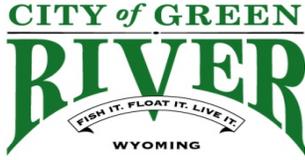
The City fully supports FMC's Granger Optimization Project and looks forward to the resulting positive economic benefits to our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Hank Castillon". The signature is written in a cursive style with a large, looping initial "H".

Hank Castillon  
Mayor

cc: John Lucas, Environmental Team Leader, PO Box 872, Green River, WY 82935



# City of Green River City Council Meeting Agenda Documentation

Preparation Date: March 26, 2012	Submitting Department: Public Works
Meeting Date: April 3, 2012	Department Director: Mike Nelson
	Presenter: Mike Nelson

**Subject:** Waiving Trash Collection Fees and Delivery of Barricades for the Rally in the Alley

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Purpose Statement: To deliver street barricades and waive the Trash Collection fees for the Rally in the Alley benefit poker run scheduled for July 21, 2012.

Background/Alternatives: This is the 8<sup>th</sup> Annual Rally in the Alley benefit poker run. The Ponderosa Bar has requested street barricades and extra trash collection containers and the dumping fees waived for this event.

Attachments: Request from Michelle Marshall on behalf of the Ponderosa Bar

Fiscal Impact: Minimal

Staff Impact: Scheduling of staff and use of City equipment to complete the request

Legal Review: None

Recommendation: To deliver street barricades and waive the Trash Collection fees for the Rally in the Alley benefit poker run scheduled for July 21, 2012.

Motion: “I move to deliver street barricades and waive the Trash Collection fees for the Rally in the Alley benefit poker run scheduled for July 21, 2012.”



41 East Railroad  
PO Box 861  
Green River, WY 82935

PHONE (307) 875-4614  
E-MAIL [ponderosabar@live.com](mailto:ponderosabar@live.com)

March 26, 2012

Dear Mayor and Council Members,

I am writing for your consideration for an Open Container Permit for the 8<sup>th</sup> Annual Rally in the Alley, benefit poker run. This year's event will be held July 21, 2012, sponsored by the Ponderosa Bar and the Embassy Tavern.

The event will include a Poker Run, food and retail vendors, and a street dance with live music.

I would like to request the following:

Open container permit from 9:00 am- 12:00 midnight.

Barricades from the City Street Department

Three extra large garbage bins

Fees for garbage bins waived for the event- total \$188.52

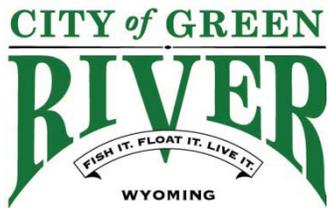
The barricades will be placed on the intersection of East Railroad and North Center and the intersection of East Railroad and N 1<sup>st</sup> East. This will leave the alley behind both establishments open for public access. The Open Container Permit will be for this barricaded area only. Due to the length of the run the sign up time is one hour earlier than the previous year. Security will be provided by Desert Eagle Security.

If you have any questions, please call me at 307-389-4309 or 307-875-4614.

Thank you for your consideration.

Sincerely,

Michelle Marshall  
Ponderosa Bar



City of Green River  
 City Council Meeting  
 Agenda Documentation

Preparation Date: March 28, 2012	Submitting Department: Parks and Recreation
Meeting Date: April 03, 2012	Department Director: Allan Wilson, Director
	Presenter: Consent Agenda Item

**SUBJECT: Horse Corral Lease Agreement approval for Scott Anderson for corral # 114.**

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

**PURPOSE STATEMENT:**

To approve the following horse corral lease agreement:

Scott Anderson, Corral # 114

**BACKGROUND/ALTERNATIVES:**

The Horse Corral Committee has already approved this lease agreement.

**ATTACHMENTS:**

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

**FISCAL IMPACT:**

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

**STAFF IMPACT:**

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

**LEGAL REVIEW:**

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

**RECOMMENDATION:**

Staff recommends the Governing Body approve this lease agreement.

**SUGGESTED MOTION:**

I move to approve the lease agreement between the City of Green River and Scott Anderson for horse corral # 114.