



CITY OF GREEN RIVER CITY COUNCIL MEETING AGENDA DOCUMENTATION

Preparation Date: 11/10/11	Submitting Department: Finance
Meeting Date: 12/13/11	Department Director: Jeff Nieters
	Requested by: Deputy City Clerk, Zaundra Hamilton

SUBJECT: Public Hearing to Transfer the Retail Liquor License from Jack Ely doing business as Wind River Sporting Goods, to Discount Liquor of Wyoming, LLC

PURPOSE STATEMENT

To give the public the opportunity to voice their concerns about the transfer of the Retail Liquor License from Jack Ely doing business as Wind River Sporting Goods, to Discount Liquor of Wyoming, LLC.

BACKGROUND/ALTERNATIVES

The Governing Body and the public should consider the following questions during the hearing.

- a. What factual information was presented at the hearing?
- b. Do existing licenses or permits meet the needs of the community?
- c. Have the desires of the residents been met or satisfied?
- d. Have other reasonable restrictions or standards imposed by the City been met or carried out?
- e. Will the welfare of the people residing in the vicinity be adversely or seriously affected?

ATTACHMENTS: Notice of Public Hearing

FISCAL IMPACT: None

STAFF IMPACT: None

LEGAL REVIEW: Sent to City Attorney December 8, 2011

RECOMMENDATION : none

Green River Star

NOTICES

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PUBLIC NOTICE

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PUBLIC NOTICE

NOTICE OF APPLICATION FOR THE TRANSFER A RETAIL LIQUOR LICENSE

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Notice is hereby given that on the 9th day of November, 2011, Discount Li-
quor of Wyoming, LLC dba Discount Liquor of Wyoming, Green River, Wyo-
ming, filed an application to transfer the Retail Liquor License from Jack Ely,
dba Wind River Sporting Goods, Green River, Wyoming; and protest, if any
there be, against the transfer of this retail liquor license will be heard before
the Governing Body of the City of Green River at a Special Council Meeting,
at the hour of 6:30 p.m. on the 13th day of December, 2011, in Council Cham-
bers at City Hall, 50 East 2nd North, Green River, Wyoming.

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(s) Jeff Nieters,
City Clerk

November 16, 23, 30 and December 7, 2011

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PUBLIC NOTICE

All in



**CITY OF GREEN RIVER
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 11/10/11	Submitting Department: Finance
Meeting Date: 12/13/11	Department Director: Jeff Nieters
	Requested by: Deputy City Clerk, Zaundra Hamilton

SUBJECT: Transfer of the Retail Liquor License from Jack Ely doing business as Wind River Sporting Goods, to Discount Liquor of Wyoming, LLC

PURPOSE STATEMENT

To approve or disapprove the transfer of the Retail Liquor License from Jack Ely doing business as Wind River Sporting Goods, to Discount Liquor of Wyoming, LLC.

BACKGROUND/ALTERNATIVES

A public notice was posted at the premises and published from November 16, 2011 through December 7, 2011.

ATTACHMENTS: None

FISCAL IMPACT: None

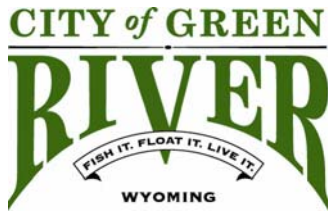
STAFF IMPACT: None

LEGAL REVIEW: The application was sent to the city attorney for review on December 8, 2011.

RECOMMENDATION : None

SUGGESTED MOTION:

I move to approve the transfer of the Retail Liquor License from Jack Ely doing business as Wind River Sporting Goods, to Discount Liquor of Wyoming, LLC



City of Green River City Council Workshop Agenda Documentation

Preparation Date: December 6, 2012	Submitting Department: Parks and Recreation
Meeting Date: December 13, 2012	Department Director: Allan Wilson
	Presenter: Katie Duncombe, John Dahlgren, Kevin Sadler, Sherry Schumacher

Subject: 2012 Crystal Classic Event

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

Purpose Statement

Update the City Council on the 2012 Crystal Classic Event and to provide site and schedule options for this event.

Desired Outcome

To give the City Council information on proposed activities, scheduling, and site location for the 2012 Crystal Classic Event scheduled for February 17th and 18th, 2012.

Background/Alternatives

The Green River Parks and Recreation Department and John Dahlgren of the Green River Main Street Program have been working together on the 2012 Crystal Classic Event. The goals of this event are to:

1. Create a winter festival type event that will attract a large number of spectators from Green River and surrounding areas.
2. Conduct an event featuring professional ice carving, along with other activities to keep spectators at the event for a longer duration.
3. An event that will be family friendly
4. An event that will promote Green River and the businesses within Green River.

Stakeholder Analysis

There are two sites and schedules proposed for the 2012 Crystal Classic.

1. Expedition Island Option
2. Down Town Option (Railroad Avenue on Friday night and Flaming Gorge Way on Saturday)

Both the URA Board and the Parks and Recreation Advisory Board were presented with these two options for this event at their board meetings on November 17 and asked for a recommendation. Both boards unanimously voted to approve the Expedition Island Option.

Fiscal Impact

N/A

Staff Impact

N/A

Legal Issues

N/A

Attachments

Handout on the Expedition Island and Downtown Option descriptions

Expedition Island Option

Friday February 17, 2012

2:00 PM-Carvers check-in at the Pavilion

3:00 PM-Judges meeting at the Pavilion

3:30 PM-Carvers meeting at the Pavilion

5:30-9:30 PM-People's Choice Carving Competition
(Pavilion parking Lot)

6:00-9:30 PM-Live Band will be in the parking lot of
Pavilion (Can be moved inside the Pavilion if
needed)

6:00-8:00 PM-Soup Cook Off in the Pavilion

6:00-9:30 PM-Ice Beverage Bar

(This will be outside in the grass area by the live
band, and bridge)

*Fire pits will be available for warmth and S'mores
throughout the evening.

*Food/Beverage Vendors will be set up along the
south side pathway near the parking lot

*The bridge, trees and the Pavilion will be
decorated for a winter feel, and look.

Down Town Option

Friday February 17, 2012 (Railroad Avenue)

2:00 PM-Carvers check-in at the Pavilion

3:00 PM-Judges meeting at the Pavilion

3:30 PM-Carvers meeting at the Pavilion

5:30-9:30 PM-People's Choice Carving Competition
(Railroad Avenue)

6:00-9:30 PM-Live Band will be on Railroad Avenue

*Fire pits will be available for warmth and S'mores
throughout the evening.

*Food/Beverage Vendors will be set up on Railroad
Avenue.

*Trees between parking lot area and railroad will
be decorated for a winter feel, and look

*A one block area of Railroad Ave. will be blocked
off between N Center St. and N 1st E (block
including Ponderosa, Embassy, and the Sports Bar).
Vehicles will have access to parking lot area off of
Railroad Ave.

Special Considerations

- Porta-Potties will be needed for public
restroom use

Expedition Island Option

Saturday February 18, 2012

8:30-10:30-Pancake Breakfast

(In the Pavilion. Restrooms, tables, and chairs available at Pavilion. Kitchen available to cook pancakes)

10:00-Frostbite 5K Run

(Race will start at the Pavilion, and continue on the Greenbelt and back to the Pavilion)

10:30-2:30-Individual Ice Sculpting Competition

(Carvers will be placed around the Expedition Island pathway)

11:00-1:00-S'mores stations

(Stations will be set up in the parking lot)

11:00-2:00-Kids Games

(These will be in the Pavilion parking lot)

11:30-Human Dog Sled Race

(Race will be held on S 2nd E adjacent to Evers Park)

12:30-Ice Cube Hunt

(The hunt will take place at Evers Park)

5:00-7:00-Carver's Awards Banquet at the Pavilion

*Food/Beverage Vendors will be set up along the south side pathway near the parking lot

Special Considerations

- South 2nd East in front of Evers Park will be closed

Down Town Option

Saturday February 18, 2012 (Flaming Gorge Way)

8:30-10:30-Pancake Breakfast

(At the County parking lot, south side of Flaming Gorge Way. Tent needed from Main Street.

10:00-Frostbite 5K Run

(Race will start at the Courthouse, and continue through North side streets, Wild horse Canyon, and back to the Courthouse)

10:30-2:30-Individual Ice Sculpting Competition

(Carvers will be placed down the south side of Flaming Gorge Street)

11:00-1:00-S'mores stations

(Stations will be set up in the street)

11:00-2:00-Kids Games

(These will be set up in the County parking lot adjacent to Centennial Park)

11:00 AM-1:30 PM-Snow BQ

(Burger grilling competition on N 1st E)

11:30-Human Dog Sled Race

(Race to be held on E 2nd S above Centennial Park)

12:30-Ice Cube Hunt

(The hunt will take place at Centennial Park)

5:00-7:00-Carver's Awards Banquet at the Pavilion

*Food/Beverage Vendors will be set up on the north side of Flaming Gorge Way

Special Considerations

- Flaming Gorge Way may need to be closed from the edge of Wells Fargo (Wells Fargo will need access off of Flaming Gorge Way for their drive-up window from 9 AM-1 PM) to N 1st E.
- E 2nd N above Centennial Park will need to be blocked off for a one block area to conduct the Human Dog Sled Race if the street area in front of Centennial Park is not available.
- Communication will be needed with Wyoming Embroidery to block off access to their drive-up window for the event area.
- Need to work with County to use the restrooms in Courthouse and the County parking lots.
- Table and chairs needed from Pavilion for Pancake Breakfast



CITY COUNCIL **WORKSHOP**
AGENDA DOCUMENTATION

Preparation Date: 12-07-11	Submitting Department: Administration
Meeting Date: 12-13-11	Department Director: Barry Cook
	Presenter: Barry Cook

SUBJECT SEWER LINES - REPAIR & MAINTENANCE RESPONSIBILITIES AND INSURANCE PROGRAM

PURPOSE STATEMENT

Seeking Governing Body direction as to where we separate the responsibility for repair and replacement of sewer lines from the home to the sewer main. Also, if the City wishes to participate, the NLC Service Line Warranty Program is available to property owners to help with costs to repair/maintain utility lines.

DESIRED OUTCOME

An amended Ordinance that defines the responsibility of maintaining sewer lines like it currently does for water lines in our municipal Code Book. Participate in the NLC Service Line Warranty Program.

BACKGROUND / ALTERNATIVES

The City has historically required the property owner to be responsible for the repair and replacement of sewer lines from the home to the main; however, there is nothing in our Code Book that authorizes this requirement. Several sewer line breaks have caused homeowners to question why they are responsible for a utility line on City property. Options are to continue our current practice by requiring the property owner to be responsible for the sewer line all the way to the main or to separate the responsibility at the property line like the water line.

STAKEHOLDER ANALYSIS

Citizens of Green River, the City, contractors, insurance carriers for the City and property owners.

FISCAL IMPACT

If the Governing Body decides to separate responsibility at the property line for sewer, there will be an increase in our maintenance costs for the Sewer Fund/Utility Division.

STAFF IMPACT

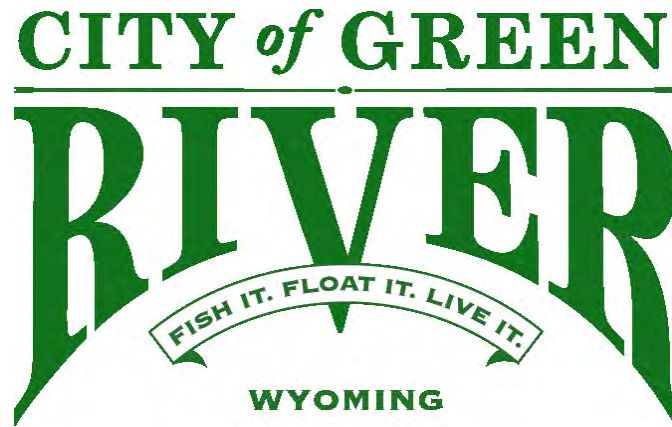
Increased labor and material costs to the Utility Division if the separation line is drawn at the property line for repair and replacement of sewer lines.

LEGAL ISSUES

Legal counsel will prepare the Ordinance.

ATTACHMENTS

Survey of Wyoming cities; NLC Service Line Warranty Program info



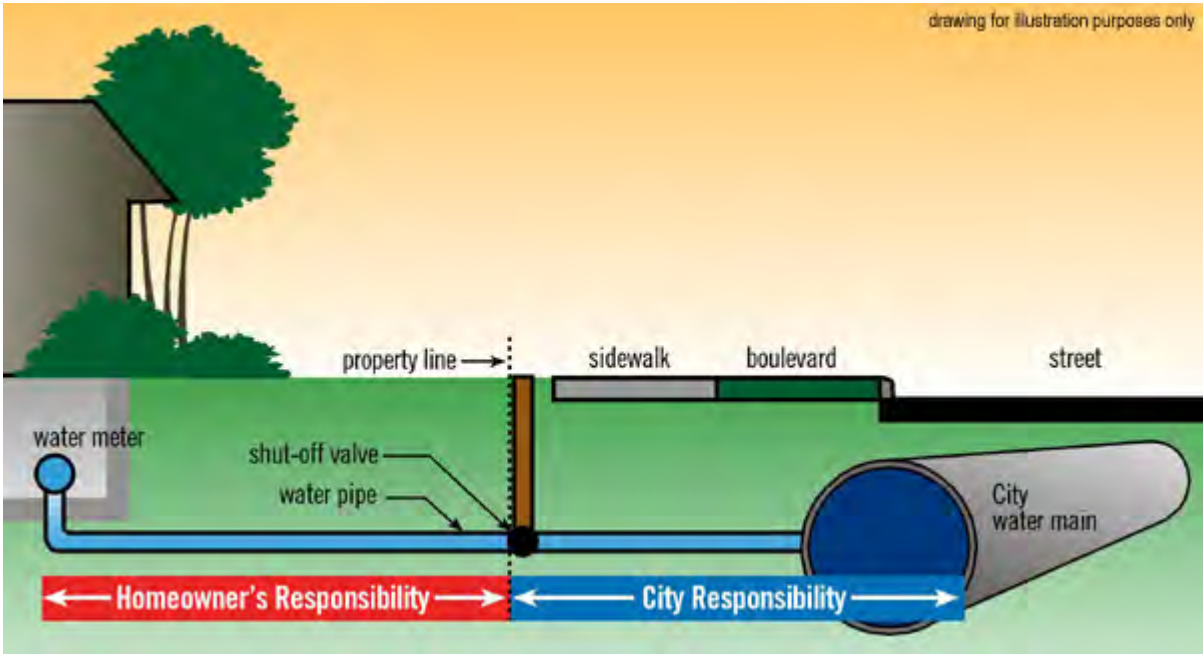
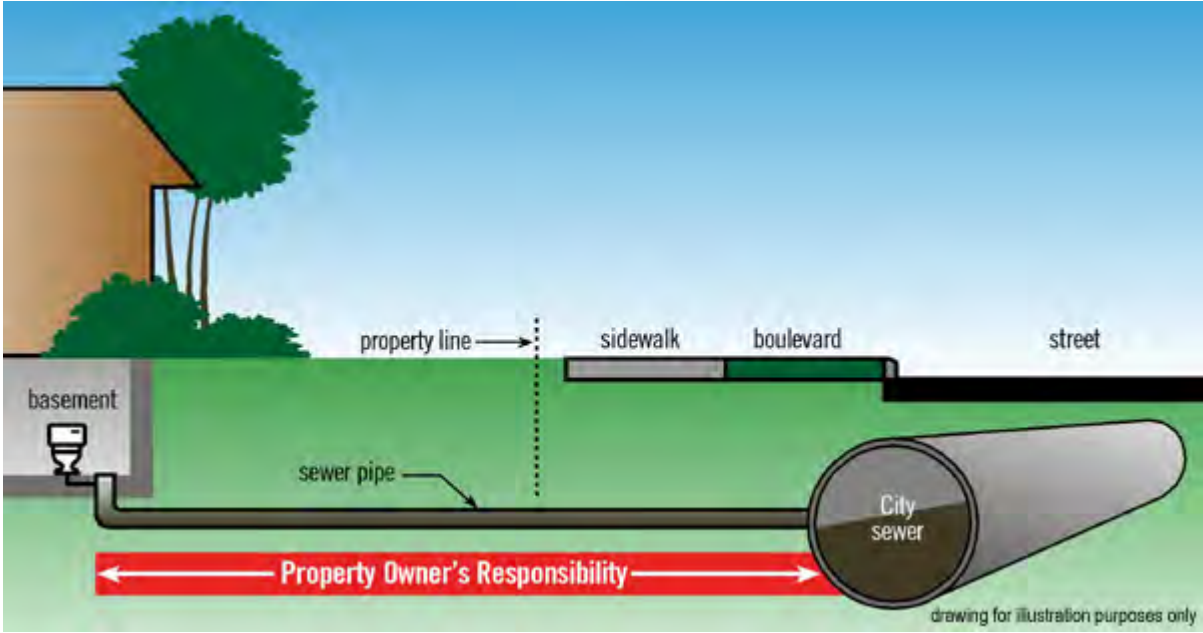
WATER & SEWER LINES SURVEY

November 2011

Casper
Riverton
Cody
Evanston
Laramie
Rock Springs
Worland
Rawlins
Sheridan
Douglas

Illustration

Current responsibility for Green River sewer & water lines





SUMMARY

A survey of ten Wyoming cities was taken; Ordinances were reviewed on each City's website and compiled into one document. The specific Ordinances are on the following pages. Below is a summary of the findings:

- For water service line maintenance, in all of the ten cities, the Home Owner is responsible from the curb stop to the house.
- For sewer line maintenance, in eight of the ten cities, the Home Owner is responsible from the house to the sewer main. These are Casper, Evanston, Laramie, Rock Springs, Rawlins, Sheridan, Douglas and Cody. One City, Worland, their Ordinance is not clear and One City, Riverton, the Home Owner is responsible from the house to the property line.



WATER SERVICE LINE MAINTENANCE FROM MUNICIPAL ORDINANCES

CITY OF CASPER

13.05.040 GENERAL – RESPONSIBILITIES

C. The water service line (three-fourths inch through two inches) from the water main to and through the shut-off valve, generally located behind the curb walk within the front lot utility easement, shall be owned, operated and maintained by the city. Water service lines three-inch and larger shall generally have the shut-off valve (owned by the city) located at or near the water main. The physical connection, on the downstream side of the shut-off valve, and the service line leading into and through the establishment receiving water service shall be owned, operated and maintained by the customer.

F. It shall be the responsibility of the customer to maintain the water service line, fire suppression line, or private fire hydrant line from the shut-off valve into the premises receiving water service. In case of failure by the customer to repair any leak occurring in his water service line, fire suppression line, or private fire hydrant line within forty-eight hours after verbal or written notice has been given to the customer, the water will be shut off by the city and will not be turned on until the repairs have been made and the appropriate turn-on charge has been paid. When the waste of water is considered excessive, or when damage is likely to result from the leak, the water will be turned off if the repair is not proceeded with immediately upon the giving of such notice by the city. The city shall also charge the customer the cost of the wasted water. The determination of wasted water being excessive or damage likelihood shall be made at the sole discretion of the city.

The city shall not be liable for any loss or damage of any nature whatsoever caused by any defect in customer's water service line, fire suppression line, private hydrant line, or customer's equipment located on the real property of the customer. The customer shall be solely responsible for inspection its service line, plumbing and equipment.

CITY OF RIVERTON

13.08.010 Definitions

“Water utility” means all water and water rights, waterworks and appurtenances thereto, machinery, equipment and supplies used by the city to supply customers with water; provided, however, that the water service line from, but not including, the curb stop to the structure or property served shall be regarded as the property of the owner of the property served therewith. (Ord. 00-006 § 1, 2000: prior code § 29-1)

13.08.080 City not liable for broken pipes or appurtenances.

No claim shall be made against the city by reason of the breaking of any pipes or other appurtenances in connection therewith. (Prior code § 29-8)

13.08.280 Maintenance of service pipes and fixtures.

Property owners connected to the water utility shall keep their service pipes and all fixtures connected therewith in good repair and protected from frost at their expense. Property owners shall be responsible for assuring adequate access to the curb stop and the protection of same. (Prior code § 29-29)

CITY OF CODY

8-2-8: CONSUMER SHALL MAINTAIN AND PROTECT:

All consumers shall keep and maintain their service pipes (from the curb stop or meter pit to the house), stopcocks and all appurtenances connected with the treated water supply system in good order and protected from damage and frost at their own expense, and shall prevent any unnecessary waste of water. No claim shall be made against the city by reason of the breaking of such pipes or appurtenances.

Normal maintenance of meters shall be performed by the water department. The consumer shall be required to protect any meter through which he/she receives water from frost or other injury. The cost of repairs to any meter, occasioned by lack of ordinary care, shall be borne by the account holder. (Ord. 2009-11, 6-16-2009, eff. 7-1-2009)

CITY OF EVANSTON

Chapter 23: Article 1, 23-43

The users of utility services shall be responsible for the maintenance, repairs of service connections and devices from the curb box to the utility unit. Users of utility services, at their own expense, shall be responsible for maintenance and repair of all service piping, connectors, meters, valves and other associated components when the repairs and maintenance are the result of negligence or misuse by the owner or occupant. Users shall keep all utility service

components in good repair and proper working order. Users shall likewise protect the utility service from obstructions, frost and freezing and other damage. Unless authorized by the City council, no claim shall be allowed against the City for damages or repairs of service lines, connectors, meters, valves and associated apparatus

CITY OF LARAMIE

13.04.010 Definitions

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- A. "Water service line" means the line running from the city water main to the structure or property to be served.
- B. "Water utility" means all water and water rights, waterworks and appurtenances thereto, machinery, equipment and supplies used by the city to supply its water users with water; provided, that the water service line from the meter riser or curb stop to the structure or property served shall be regarded the property of the owner of such structure or property served.

13.08.070 - Maintenance—Owner's responsibility

The owner of any property connecting to the water utility shall be responsible for the maintenance of the water service line from the curb stop to the structure being served and shall keep this line in good condition at his expense. He shall, at his expense, at all times keep all pipes, fixtures and appliances on his property tight and in good working order so as to prevent waste of water.

CITY OF ROCK SPRINGS

Article 4-14 WATER SERVICE 4-1412 Responsibility.

(c) User shall be responsible for the installation and maintenance of all piping, plumbing and equipment on User's facilities beginning at the corporation cock including all costs associated therewith. The City shall not be liable for any loss or damage of any nature whatsoever caused by any defect in User's service piping or in User's equipment upon the premises of the City.

CITY OF WORLAND

23-23: REPLACEMENT WHERE MATERIALS UNSUITABLE:

Service lines made of unsuitable materials shall be replaced by suitable materials, when in the opinion of the superintendent of public utilities, such lines have become unfit for further use. The city shall assume the cost of replacement of the service line between the main and the curb stop, and the property owner shall assume the cost of replacement of the water service line

between the curb stop and the distribution system of the building served. When such lines have been replaced with suitable materials, the city shall assume the maintenance of the service line between the water main and the curb stop. (Ord. 627, 7-20-1989)

23-25: MAINTENANCE:

The owner of any property connecting to the water system shall be responsible for the maintenance of the water service line from the curb stop or meter riser to the structure being served and shall keep this line in good condition at his expense. He shall, at his expense, at all times keep all pipes, meter vaults, fixtures and appliances on his property tight and in good working order so as to prevent waste of water. (Ord. 627, 7-20-1989)

CITY OF RAWLINS

Section 13.04.010 Definitions.

F. "Utility" means water, sanitary sewer, storm sewer, and/or any other service being offered to the public by the City.

Section 13.04.050 Responsibility for charges

A. All charges, costs and expenses for the installation, connection, availability and usage of a utility service provided by the City on each parcel of property served shall be the sole responsibility of the property served by a utility, except as provided within this chapter, and the City shall have a lien on such property for such utility services as have been provided to the property regardless any change in ownership. The billing of such charges shall be sent to the last known owner of the property at the last address provided by that owner in writing to the City.

B. In the event that the water meter serving a parcel of property is located inside a heated structure on the property being served, the City shall be responsible for the installation, maintenance and operation of the utility system up to the property line, including such easements as the City possesses, and the water meter itself. The owner of each parcel of property on which a meter is located, for the convenience of the City and in exchange for the City providing such utility service, shall give the City an easement for access to the meter, and associated equipment or other equipment as provided by the City, for installation, maintenance and repairs of the meter. In such an instance, the owner shall insure that adequate heat is available to the meter to prevent freezing, or shall be liable for the cost of any and all damage incurring to the meter by freezing.

C. In the event that the water meter is located in a meter pit, whether located on the property, or not, the City shall be responsible for the installation, maintenance, repair and operation of the utility system to the waterline connection beyond the water meter.

D. In the event that the City conducts installation, replacement, repairs or maintenance on the portion of the utility system found on the owner's property, other than the meter, the City may bill the owner for such costs as are associated with said work. (Ord. 3-93: Ord. 7-79 § 1 (part): prior code § 28-4(b)) (Ord. No. 3-93, Amended, 03/02/93)

CITY OF SHERIDAN

28-10 Consumers to maintain service pipes, etc.; to prevent waste.

All persons taking water from the city water mains shall keep their own corporation cock, service pipe, curb stop and curb box, stopcocks and other service appurtenances in good repair at their own expense, and shall prevent all unnecessary waste of water. If after notice is given of an inoperable condition, or absence of curb stop and box, or continued waste of water, the consumer fails to make satisfactory repairs, the city may make such repairs as necessary with its own forces or hire a plumbing contractor for the work, the cost to be assessed to the consumer. All such service lines and appurtenances must be sufficiently strong to bear the pressure and run of the water in the main.

CITY OF DOUGLAS

13.04.050 – Maintenance of service lines

A. All property owners and consumers of water shall keep and maintain the service line beginning at the property side of the curb stop and shall keep the line in good repair and protect it from frost at their own expense.

B. The town shall not be responsible for payment of any claim resulting from the breakage of any pipe, meter or appurtenance attached thereto if the breakage occurs on the property side of the curb stop.



SEWER LINE MAINTENANCE FROM MUNICIPAL ORDINANCES

CITY OF CASPER

13.05.040 GENERAL – RESPONSIBILITIES

G. For polyvinyl chloride (PVC) sewer mains, the city’s ownership, operation, and maintenance responsibility for sewer services shall cease at the sewer saddle wye or tee on the sewer main. The connection between the PVC sewer saddle and the sewer service line shall be the responsibility of the customer. The sewer service line from the sewer saddle wye or tee into the premises receiving sewer service shall be owned, operated and maintained solely by the customer.

For vitrified clay (VCP) sewer mains, the city’s ownership, operation, and maintenance responsibility for sewer service shall cease with the sewer main. All directly connected hubs on VCP sewer mains shall be the ownership, operation and maintenance responsibility of the customer. If a VCP or PVC sewer saddle wye or tee has been installed on a vitrified clay main, the sewer service line serving the premises receiving sewer service shall be owned, operated, and maintained solely by the customer.

CITY OF RIVERTON

13.20.280 Replacement where materials unsuitable—Maintenance.

Building sewers made of materials other than those approved in the city specifications shall be replaced by suitable materials when such lines have become so disintegrated as to be unfit for further use. The wastewater utility shall assume the cost of replacement of the building sewer between the property line and the sewer main. The property owner shall bear the cost from the property line to the plumbing system of the building. (Prior code § 21-27)

13.20.290 Maintenance of sewer pipes, etc.

Property owners connected to the wastewater utility shall keep their building sewers and all fixtures connected therewith in good repair, free from clogs and protected from frost at their expense. (Prior code § 21-28)

CITY OF CODY

See email below:

Mary Lou,

After reviewing the code myself I did not find anywhere that it states the City only maintains the sewer main, even though this is our practice.

I spoke with the Wastewater Superintendent to see if he was aware of anywhere within our City Code that it actually stated the customer is responsible for the service lateral.

He does not recall it actually stating that, however it has always been the City's practice to only maintain the sewer main, leaving service lateral repairs and maintenance to the homeowner.

As I mentioned on the phone we have recently had our entire code book redone so he is checking in an older version of our code to see if there was something mentioned prior to the updating.

Thank you,

Kylie

[Kylie Hanson](#)

City of Cody

Public Works

Administrative Secretary

(307) 587-2958

www.cityofcody-wy.gov

On Tue, Nov 15, 2011 at 11:58 AM, Mary Lou Holcomb <MHolcomb@cityofgreenriver.org> wrote:

Can you let me know where in your ordinances it says the City maintains only the sewer main? I found the water line information in section 8-2-8. Thanks for your help.

CITY OF EVANSTON

23-44. City responsibility for repairs.

The City shall be responsible for the maintenance and repair of service connections and devices to and including the curb box. In the case of a wastewater utility service the user shall be responsible for the maintenance and repairs from the service unit to the wastewater main line. The City shall be responsible for the maintenance and repair of the wastewater main line.

CITY OF LARAMIE

13.24.010 Definitions

For the purposes of this division, the following words and phrases shall have the meanings respectively ascribed to them by this section:

- A. "Sewer service line" means the sewer line running from the city sewer main to the structure or property to be served.
- B. "Sewer utility" means all sanitary sewers, sewage treatment works, equipment, material and supplies used by the city to collect and dispose of sewage from the property in the city and property served by city sewers outside the city; provided, that a sewer service line shall be regarded as the property of the owner of such structure or property served.

13.32.040 – Cost – Responsibility of property owner.

The cost of installing the sewer service line shall be paid by the property owner. The owners of the property served by a sewer service line shall be responsible for repairing or replacing such sewer service line when, in the opinion of the city engineer, such line has become inoperative due to stoppages, crushing, settlement or any other defect.

CITY OF ROCK SPRINGS

Article 7-4 PLUMBING AND SEWER CODE

7-419 Payment of Claims Against the City of Rock Springs for Damages Caused by Sewer Blockages and/or Backups.

(a) PURPOSE. The purpose of this section is to provide a procedure for determining whether claims made against the City of Rock Springs for damages caused by sewer blockages and/or backups should be paid by the City and, in the event that payment of such claims is appropriate, the appropriate payment amount.

(b) CLAIMS PROCEDURE. Any person, firm, association or corporation that owns property which receives sewer service from the City of Rock Springs may file a claim for payment of damages to such property which are alleged to have been caused by a blockage and or backup of the City sewer system. The City Clerk shall provide forms to be completed by the claimant. Such form shall contain all information necessary for the City Clerk to submit the claim to the City's liability insurance carrier.

(c) PAYMENT OF CLAIMS. All claims made pursuant to the provisions of the Claims Procedure shall be submitted to the City's liability insurance carrier. If the City's liability insurance carrier pays the claim, the City shall be released from any further obligations arising from the claim. If the City's liability insurance carrier denies coverage on the claim, the claimant may request that

the claim be considered for payment by the Governing Body. The maximum payment on such a claim shall be \$500.00. If such a request is made, the claim shall be referred to the City Sewer Committee which shall;

1. Review the claim as well as any accompanying information including documentation or information provided by the City's liability insurance carrier.
2. Determine whether the blockage occurred in the claimant's service line and or was caused or occasioned by the claimant's own actions.
3. Determine whether the blockage and/or backup occurred in the City's main line, over which the City has responsibility for maintenance, as a result of something unknown to and/or outside of the control of the City, in which case the claim may be considered for payment by the City Council.
4. Investigate and verify the extent of alleged property damage suffered by the claimant and the cost of repair or replacement of the claimant's property.
5. If it is verified that the claimant's property has been damaged due to a blockage and/or backup of the City's main sewer line which occurred as a result of something unknown to and/or outside of the control of the City, the Governing Body of the City of Rock Springs may authorize payment for such damages.

(d) TIME LIMITATION FOR FILING A CLAIM. The City will not consider a claim if the claim is received more than thirty (30) days after the claimant's notification of denial from the City's insurance carrier.

CITY OF WORLAND

23-44: SANITARY SEWERS, BUILDING SEWERS AND CONNECTIONS:

I. Standards For Connection: The connection of the building sewer into the public sewer shall conform to the requirements of the building and plumbing codes or other applicable rules and regulations of the city and the state or the procedures set forth in appropriate specifications of the ASTM and the WPCF manual of practice no. 9. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials must be approved by the superintendent before installation.

CITY OF RAWLINS

Section 13.04.010 Definitions.

F. "Utility" means water, sanitary sewer, storm sewer, and/or any other service being offered to the public by the City. (Ord. 3-93: Ord. 7-79)

Section 13.04.140 Apparatus maintenance.

The consumer of any utility service furnished by the city shall maintain and keep in good repair all connections, appliances and other apparatus installed and used in connection with the utility service.

Section 13.12.050 Connection to sewer system required.

The owner(s) of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary sewer of the city, is required at the owner(s) expense to install suitable toilet facilities therein, and to connect the facilities directly with the proper public sewer in accordance with the provisions of this chapter, within sixty days after the date of official notice to do so; provided, that the public sewer is within four hundred feet of the property line.

CITY OF SHERIDAN

28-41 Sanitary sewers, service sewers and connections.

(c) All costs and expense incidental to the installation, connection and maintenance of the service sewer, from and including the tap on the sanitary sewer, shall be borne by the owner(s). The owner(s) shall indemnify the city from any loss or damage that may directly or indirectly be occasioned by the installation of the service sewer.

CITY OF DOUGLAS

13.36.090 – Responsibility for maintenance.

All property owners connected to the town's wastewater treatment facility shall keep and maintain the lateral line from the building connection to the public sewer main, and shall keep the line in good repair at their own expense. The town shall not be responsible for payment of any claim resulting from the breakage of any line or for damage resulting from backup of sewer if the breakage or backup occurs in the lateral line.



NLC SERVICE LINE WARRANTY PROGRAM

BUILDING PEACE OF MIND, ONE COMMUNITY AT A TIME

NLC SERVICE LINE WARRANTY PROGRAM

BUILDING PEACE OF MIND, ONE COMMUNITY AT A TIME

HOME PROTECTION SOLUTION

The NLC Service Line Warranty Program, administered by Utility Service Partners, Inc. (USP), is an affordable home protection solution for your residents offered at no cost to the city. It helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. The city also receives a share of the revenues collected.



PEACE OF MIND

Residents, who have not set aside money to pay for an unexpected, expensive utility line repair, now have an opportunity to obtain a low-cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim. The repair is performed professionally and quickly, typically within 24 hours. USP provides a personally staffed 24/7 repair hotline for residents, 365 days a year.

BENEFITS

- NO COST to your city
- Generates revenue for your city
- Affordable rates for residents
- 24/7 customer service
- Trusted local contractors
- Simple implementation process
- Fewer citizen complaints
- Repairs performed to local code

IMPLEMENTATION PROCESS

Once your city agrees to participate in the program, start up is simple. The program is designed for a quick launch, taking up little of your city employees' valuable time. USP administers the program and is responsible for marketing, billing, customer service, and performing all repairs to local code.

MORE INFORMATION

To learn more about this program, visit NLC's website at www.nlc.org/enterpriseprograms or contact Denise Belser, Program Director, at belser@nlc.org or (202) 626-3028. Call your State League or NLC to sign up for the program.

UTILITY SERVICE PARTNERS

How long has the company been in business?

The company was originally formed in 1998 within Columbia Energy to provide service line warranties for its utility customers. USP was formed in September 2003 to purchase Columbia Service Partners from Columbia Energy. USP continues to expand the product offerings and grow the business through city and utility partnerships. USP is a proud member of the Better Business Bureau.

PROGRAM

Is this program available everywhere?

The NLC Service Line Warranty Program will be introduced throughout the contiguous United States in phases over the next 18 months. Please see our National Roll-Out Schedule map for details regarding your state.

How are our citizens notified of the program?

USP mails each resident a campaign letter which outlines the cities' endorsement, followed by a reminder letter two weeks later to ensure the highest response rate. USP only solicits through direct mail — no telemarketing is ever employed. All homeowners will have the option to enroll in the program, regardless of the age of their residence.

What cooperation will be needed from the cities?

USP desires to enter into a co-branded marketing services agreement with each city. The agreement provides for the use of the city name/logo, in conjunction with USP's logo, on marketing materials sent to citizens. The city is endorsing USP as the service provider for the warranty program.

When do you solicit residents?

Through the years, we have found the optimal times to invite citizens to participate are in the Spring and Fall of each year.

Does NLC or USP sell or rent the personal information of residents that enroll in the program?

No. Neither the NLC nor USP will sell or rent the names of prospective customers or participants.

How much does the resident pay for this service?

Each warranty is sold separately and the price range is generally between \$4 and \$5 a month per product.

BENEFITS

How much will residents save by using the warranty program?

While costs for water line and sewer line repairs can vary, the average cost of repairing a broken water line or sewer line may range from \$1,200 to over \$3,500.

Will this program cost the city any money?

Not a cent. USP pays for all marketing materials and program administration. Furthermore, USP will pay the city a royalty for every resident that participates in the program!

What benefit does the city receive from endorsing these programs?

By endorsing the USP programs, the city is able to reduce residents' frustration over utility line failures by bringing them low-cost service options. 96% of survey respondents say that their image of the city is enhanced because the warranty program is offered as a service by the city. These programs also generate extra revenue for the city through the royalty that is paid by USP to the city. Finally our programs help to stimulate the local economy. USP only uses local contractors to complete the repairs which helps to keep the dollars in the local community.

RESPONSIBILITIES

Who administers the program?

Utility Service Partners (USP) administers the program and is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs to local code.

What are the city's responsibilities?

We ask each city to work with USP to provide the following; 1) a copy of the city seal, if available, for the solicitation letterhead 2) the city's return address for outer envelope (this ensures a high "open-rate") 3) the name, title and signature sample of the designated solicitation signor and 4) the appropriate zip codes of the city to allow USP to purchase a mailing list of the residents.

Why does the city have to provide a city seal, address and signature?

We have found that while the letter is written in such a manner as to leave no doubt that it is a USP program (the USP logo is on the enrollment form), the city address drives a very high "open-rate" and the city seal and signature lend credibility to the offer, thus driving a much higher enrollment rate.

Will we get a lot of calls from citizens when they get the letter?

A press release provided by USP and issued prior to the first mailing will help alleviate citizen concerns, which should result in nominal calls to city hall.

PRODUCTS

How will citizens know what is covered?

All customers receive a set of terms and conditions upon enrollment in a utility warranty program. They have 30 days from the date of enrollment to cancel and receive a full refund.

What items are included as part of the water line warranty?

The external water warranty covers the underground service line from the point of connection to the city main line to the water meter. It also covers the underground service line between the water meter and the exterior foundation of the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

What items are included as part of the sewer line warranty?

The external sewer line warranty covers the underground service line from the point of connection to the city main line to the point of entry to the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$4,000 for public street cutting, if necessary

The Coverage Cap looks adequate but is there an annual or lifetime restriction on how much you will pay to repair?

No. Unlike some other warranties available, we provide you with the full coverage per incident. We will pay up to your coverage amount each and every time you need us. We do not deduct prior repair expense from your coverage cap or limit the amount we will pay annually.

Doesn't Homeowner's Insurance cover this type of repair?

Typically, no. Most homeowner policies will pay to repair the damage created by failed utility lines but they generally do not pay to repair the actual broken pipes or lines. We encourage you to call your insurance company to determine your actual coverage.

Who replaces landscaping if damaged?

USP will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces. This is outlined in the terms & conditions sent to the customer.

What building codes will you adhere to?

If the line is broken and leaking, USP will repair or replace the leaking portion of the line according to the current code. However, USP is not responsible for bringing working lines up to code that are not in need of repair.

CUSTOMER SERVICE

Will a citizen have a long hold time when reporting a claim?

No. Repair calls receive the highest priority and are answered 24/7. Repair calls are connected to a live agent through a voice recognition unit (VRU).

Will the customer always get a live operator when they call?

Yes. Customers are directed to select to speak with either a service or claims agent and will then be directed to a live Agent.

What is the claims process?

Program participants call a toll-free USP number to file a claim. USP selects the contractor, who is required to contact the customer within one hour of receiving the job to schedule a time to begin the repairs. Typically, repairs are completed within 24 hours. Emergencies receive priority handling.

CONTRACTORS

Who performs the repair work?

USP retains *local*, professional plumbers to perform all the service line repair work.

How selective are you when choosing contractors to conduct repairs?

USP only selects contractors who share our commitment to excellence in customer service. Scorecards are maintained for each contractor, tracking the customer satisfaction rating for work performed. Customer feedback is shared with our contractors and any contractor with a low customer satisfaction rating is removed from the network.

A PARTNERSHIP WITH BECKLEY, WEST VIRGINIA

Beckley, West Virginia is a city with a population of 20,000 residents located in southern West Virginia and is the central hub of Raleigh County. Like many cities in the country, Beckley is looking to create an environmentally conscious community while, at the same time, dealing with important budget issues.

In June 2009, Beckley hosted a workshop, sponsored by Utility Service Partners, Inc., discussing “Bottom Line Green”. ‘Green’ has become a new buzzword today, and everyone is making a claim that their program or product is good for the environment. But can a utility line warranty program contribute to a cleaner planet?

Well, the answer is Yes.

Leaking water pipes waste millions of gallons of treated water each year. Wasted drinking water has to be recaptured and retreated by the local municipal water system. Leaking sewer lines pollute ground water and acres of land. The re-treating of water can waste energy and resources, contributing to increased carbon emissions and lost revenue for the city. And citizens become frustrated when they learn that they are responsible for repairing — and paying for — broken or leaking pipes.

USP’s program offers cities a solution that ensures timely repairs to broken homeowner water and sewer lines, thereby conserving water resources and minimizing waste water pollution. For a small monthly fee paid by the homeowner, USP offers around the clock repair service, with access to a live representative and prompt service performed by local, certified technicians. A cleaner planet, a happier citizen.

Beckley Mayor Emmett Pugh was intrigued. “The mayor approached us right after the session and asked for more information. He wanted to know more about how this kind of a program could benefit the city”, said Brad Carmichael, Vice President, Business Development.

Were there strings attached? How much would it cost the city to implement? Would the city have to find the manpower to help get the program off of the ground?

The answer is No.

No strings attached. No cost to the city to implement. USP covers all of the costs to promote the utility line warranty program to the local citizens. In terms of city involvement, USP simply needs a few pieces of information, including the city seal, return address and the official’s signature for the communication. It’s that simple. USP’s solution is designed for fast turnaround with little impact to city government.

Mayor Pugh was pleased with the company’s approach. “Working with USP is really easy. They take care of everything — marketing, billing, and customer service. All we had to do was review and approve the letter to customers.”

By October 2009, Beckley had contracted with USP to offer the utility line warranty programs to its citizens, and the first marketing campaign, a sewer line warranty offer, was mailed to Beckley households the following spring.

The program was a tremendous success. “We were delighted with the response from our citizens.” Mayor Pugh commented on the results of the first campaign. “Providing a service to our residents which helps them avoid costly repairs, that’s something they really appreciate”.

The NLC Service Line Warranty program is a timely solution for cities like Beckley, West Virginia and many others across the United States. By sharing in a portion of the revenues collected from this program, cities can relieve some of the strain caused by shrinking revenues and increasing costs. The program also offers cities the opportunity to enhance their image by providing an additional service that benefits their residents.





Implementation Process



1. Upon approval from city council (if applicable), execute one-page contract provided by USP (upon contract execution, USP will immediately begin to recruit and screen local contractors)



2. Approve Press Release provided by USP (general notice to eliminate resident confusion/city calls) and if desired, distribute to local media and/or post to the city website



3. Send the following to USP for the creation of the citizen solicitation letter:

- City Seal artwork, if available
- Name/Title of designated signor plus signature
- City Address for outer envelope
- Zip+4 list of city territory



4. Approve Campaign Letter provided by USP



5. Access Monthly Reporting via the web



6. Receive Annual Payment

[DATE]

The Honorable John Sample
Mayor
City of Sample
1 Sample Way
Sample, WV 11111

**RE: Marketing Agreement with Utility Service Partners Private Label,
Inc. d/b/a Service Line Warranties of America (“SLWA”)**

Dear Mayor Sample:

We have discussed entering into a marketing agreement between [Full Name of City] (the “City” and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA’s understanding that, in consideration of the License Fee (as defined below) to be paid by SLWA to City, City has agreed to cooperate with SLWA in marketing SLWA’s services to City’s residents and homeowners (the “Residents”) as described below:

1. City hereby grants to SLWA a non-exclusive license to use City’s name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA’s sole cost and expense and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA will be liable to pay to City, within 30 days of the end of the final calendar quarter, 10% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the “License Fee”), together with a statement certifying collections of such USP revenue, so long as this marketing agreement remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA’s books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA’S obligation to permit City to conduct an audit as

described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact me.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Acknowledged and Agreed:

City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

[Full name of city]:

By: _____

Date: _____

Print Name: _____

Title: _____