

**COUNCIL SPECIAL SESSION**  
Tuesday, October 14, 2014, 4:00 p.m.  
Casper City Hall  
Council Meeting Room

AGENDA

1. Rejecting Bids for Ski Patrol Hut at Hogadon

**COUNCIL WORK SESSION**  
Tuesday, October 14, 2014, 4:30 p.m.  
Casper City Hall  
Council Meeting Room

AGENDA

1. Community Promotions – Round 1 Results
2. Town of Mills SLIB MRG for Mills West Belt Loop Water System Improvements
3. Ordinance Pertaining to Retail Water and Sewer
4. Discussion of Baler Agreement

October 7, 2014

MEMO TO: John C. Patterson, City Manager  
FROM: Fleur Tremel, Deputy Assistant City Manager  
SUBJECT: Community Promotions Round One

Recommendation:

That Council review the preliminary results of this first round of Community Promotions voting to see if it accurately reflects the will of the Council.

Summary:

Council has received forty-three applications for Community Promotions FY 2015.

Council set aside \$115,000 in the current fiscal year for Community Promotions cash awards. Funding for in-kind and facilities requests are allocated from Council Goals funding which totals \$385,000.

The process calls for two rounds of voting. In the first round, Councilmembers were asked to vote “yes” or “no” for each of the guideline questions. Applications that fail to meet a majority of the guidelines as voted by the majority of the Council are eliminated from further consideration. The initial results of that first round indicate that 33 of these applications should be promoted to the second round.

The process now calls for the Council to review these results at a work session. Individual Councilmembers may change their votes at this time.

Applications that are supported by a majority of the Council at the end of the work session will be promoted to the second round. At that time, Councilmembers will be asked to vote on *how much* funding each application should receive and whether facility or in-kind services should be granted.

#	Organization Name	Event Name	Kenyne Schlager	Paul Bertoglio	Bob Hopkins	Charlie Powell	Daniel Sandoval	Keith Goodenough	Steve Cathey	Craig Hedquist	Paul Meyer	Number of Votes			Result
												Yes, No, or Abstain	Yes, No, or Abstain	Yes, No, or Abstain	
1	12-24 Club, Inc.	First Night Casper, 2015	No	No	Yes	No	Yes	Yes	No		No	3	5	0	Fail
2	12-24 Club, Inc.	Recovery Rally - 2015	Yes	No	Yes	Yes	Yes	Yes	Yes		Yes	7	1	0	Pass
3	Arc of Natrona County and Casper FFA Alumni	Field of Dreams Corn Maze	No	No	Yes	No	Yes	Yes	No		No	3	5	0	Fail
4	Boys & Girls Clubs of Central Wyoming	Summer Programming	Yes	No	Yes	Yes	Yes	Yes	Yes		Yes	7	1	0	Pass
5	CASA of Natrona County	Scholarship Program	No	No	No	No	Yes	Yes	No		No	2	6	0	Fail
6	Casper Amateur Hockey Club, Inc.	Season Events 11/1/14 - 10/31/15	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
7	Casper Children's Chorale	Community Performances	No	Yes	Yes	No	Yes	Yes	No		No	4	4	0	Fail
8	Casper Civic Chorale	2014-2015 Concert Seasons	No	No	Yes	No	Yes	Yes	No		No	3	5	0	Fail
9	Casper Figure Skating Club	Holiday Show 2013	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
10	Casper Marathon	Casper Marathon	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
11	Casper Museum Consortium	"Museum Minute" on the Brian Scott Morning Show	No	Yes	Yes	Yes	Yes	Yes	No		No	5	3	0	Pass
12	Casper Soccer Club, Inc.	Casper Fall Classic	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
13	Casper Soccer Club, Inc.	Rocky Mountain Indoor Cup	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
14	Central Wyoming Fair Association	2015 Central WY Fair & Rodeo	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
15	Central Wyoming Fair Association	2015 Central WY Fair & Rodeo-Banners	No	Yes	Yes	Yes	Yes	Yes	No		No	5	3	0	Pass
16	Central Wyoming Fusion	Junior Olympic Girl's Fast Pitch State Softball Tournament	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
17	Central Wyoming Skating Assoc.	Spring Ice Show	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass

#	Organization Name	Event Name	Kenyne Schlager	Paul Bertoglio	Bob Hopkins	Charlie Powell	Daniel Sandoval	Keith Goodenough	Steve Cathey	Craig Hedquist	Paul Meyer	Number of Votes			Result
												Yes, No, or Abstain	Yes, No, or Abstain	Yes, No, or Abstain	
18	Downtown Casper Business Association	Downtown Balloon Festival	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
19	Downtown Casper Business Association	Fall Festival	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
20	Downtown Casper Business Association	Christmas Parade	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	6	1	0	Pass
21	Eddie McPherson Memorial Hockey Foundation	Eddie McPherson Memorial Tournament	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	6	1	0	Pass
22	Fort Casper Museum Association & The 11th Ohio Volunteer Cavalry	Platte Bridge 150th (Ft. Caspar 150th)	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
23	Mercer Family Resource Center and Natrona County Prevention Coalition	Family Day	Yes	No	Yes	Yes	Yes	Yes	Yes		No	6	2	0	Pass
24	Mercer Family Resource Center Youth Empowerment (Council (YEC)	YEC Ski Day	No	No	Yes	Yes	Yes	Yes	No		No	4	4	0	Fail
25	Natrona County Suicide Prevention Task Force	Breaking the Silence Walk	Yes	No	Yes	Yes	Yes	Yes	Yes		No	6	2	0	Pass
26	Nicolaysen Art Museum	2015 NIC Fest	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
27	Nicolaysen Art Museum	Wednesday Night Live 2015	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	5	0	Pass
28	Platte River Trails Trust	Riverfest	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
29	Recreation Foundation	2014 Craft Fair	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
30	ServeWyoming	2015 Volunteer Guides, Spring and Fall Editions	No	No	No	No	Yes	Yes	No		Yes	3	5	0	Fail
31	Shaina Wolff	Time To Teach										0	0	0	Fail

#	Organization Name	Event Name	Kenyne Schlager	Paul Bertoglio	Bob Hopkins	Charlie Powell	Daniel Sandoval	Keith Goodenough	Steve Cathey	Craig Hedquist	Paul Meyer	Number of Votes			Result
												Yes, No, or Abstain	Yes, No, or Abstain	Yes, No, or Abstain	
32	Special Olympics Wyoming	2015 Fall Tournament	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
33	Special Olympics Wyoming	2015 Summer Sports Classic	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
34	Special Olympics Wyoming	Casper Area Special Olympics Winter Games	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
35	Stage III Community Theatre	The 2015 Middle Platte Renaissance Faire	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
36	The Science Zone	Summer 2015 Exhibits: "Little Builders," "Brain Teasers 2"	No	Yes	Yes	No	Yes	Yes	No		No	4	4	0	Fail
37	Wyoming Amateur Softball Association	WYO ASA Mens D 3-4 State Tournament	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
38	Wyoming Amateur Softball Association	ASA National Umpire School	No	Yes	Yes	Yes	Yes	Yes	No		No	5	3	0	Pass
39	Wyoming Fiddlers' Association District #4	Rocky Mountain Regional Fiddle Championships & Music Festival	Yes	Yes	Yes	Yes	Yes	Yes	Yes		No	7	1	0	Pass
40	Wyoming Food Bank of the Rockies	Cruzin' Against Hunger Charity Poker Run and Family Fun Event	No	No	Yes	Yes	Yes	Yes	No		No	4	4	0	Fail
41	Wyoming Medical Center Foundation	Holiday Square & Reindeer Run	Yes	Yes	Yes	Yes	Yes	Yes	Yes		Yes	8	0	0	Pass
42	Wyoming Medical Center Safe Kids of Central WY	Kohl's Heads Up/ Safe Kids Day/ Safe Kids Swim Night	Yes	No	Yes	Yes	Yes	Yes	Yes		No	6	2	0	Pass
43	Wyoming Symphony Orchestra	2014-2015 Concert Season	No	No	Yes	Yes	Yes	Yes	No		Yes	5	3	0	Pass
														<b>Total Pass</b>	<b>33</b>

September 3, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
David Hill, P.E., Public Utilities Manager

SUBJECT: Town of Mills SLIB MRG Grant for Mills West Belt Loop Water System Improvements

Recommendation:

That Council, by resolution, support the application of the Town of Mills to the State Loan and Investment Board (SLIB) for a Mineral Royalty Grant (MRG) in the amount of \$170,248 for their Mills West Belt Loop Water System Improvements Project.

Summary:

The Mills West Belt Loop Water System Improvements Project consists of the installation of approximately 2,550 feet of eight-inch water main in conjunction with the Wyoming Department of Transportation West Belt Loop Project, Phase II. The proposed project will extend a Mills water main from Chapman Road to West Belt Loop Road then east along West Yellowstone Highway to an existing 8-inch water main owned by the City of Casper near the Wheeler Land & Livestock Company (See Exhibit "A".)

This area of West Yellowstone Highway is currently provided retail water service by the City of Casper through the Regional Water System Airport Water Transmission Line. This area is and always has been in the Town of Mills growth boundary. With the extension by Mills of a water main from Chapman Road to the water main in front of Wheeler Land & Livestock Company, Mills would then have the ability to provide retail water service to this area.

After extension of the Mills water main is complete, it is planned that City owned water mains within the Hanley Acres Subdivision and a water main on West Yellowstone from Gehring Street to Wheeler Land & Livestock would be transferred to the Town of Mills (Approximately 7,100 feet of eight-inch water main and 40 retail customers.) An asset transfer agreement including a "Bill of Sale" for the water main/easements transfer would need to be negotiated between Casper and Mills.

This water service area was planned to be eventually transferred to the Town of Mills (since the 1970's.) The Public Utilities Advisory Board at its February 2014 meeting discussed the transfer of this area to the Town of Mills when the opportunity arose.

The total cost of the Mills project is estimated at \$340,496. The town is requesting a 50% or \$170,248 grant from the Mineral Royalty Grant program. The remaining 50% or \$170,248 would be financed by the Town of Mills.

Wyoming's State Loan and Investment Board (SLIB) allocates funding annually to support local governments. One of its central programs is the Mineral Royalty Grant program, which provides

capital funding to cities, towns, counties, special districts, and Joint Powers Boards. The Town has requested the support of the Casper City Council in their application for this project.

A resolution is prepared for Council's consideration.

EXHIBIT "A"  
**Office of State Lands and Investments**  
**SUMMARY FORM**

Applicant: Town of Mills

Project Name: West Belt Loop Water System Improvements

Type of entity the applicant is: Municipality

Population of applicant (City or Town): 3,461

Percentage of the applicant's population directly served by the project: 30

Applicant's submitting multiple applications must establish priority ranking: Priority # <sup>1</sup> of 1

Brief description of the project and why applicant needs the project:  
 (Attach additional pages if needed, must be legal size) Pages attached

The Town of Mills respectfully requests a 50% matching grant of \$170,248 to assist in funding the West Belt Loop Water System Improvement project.

This project is necessitated by the Wyoming Department of Transportation construction of the West Belt Loop project. The West Belt Loop project will construct a new highway between State Highway 220 and US Highway 20/26. The southern terminus would be on Highway 220, approximately 3 miles southwest of Robertson Road. The northern terminus would be the intersection of US 20/26 (Shoshoni Bypass) and Business 20/26. This highway will be approximately 7.5 miles in length when completed.

Presently, the area located at the northern terminus of the West Belt Loop and US 20/26 is supplied water service from the Central Wyoming Regional Water System. The Central Wyoming Regional Water System has requested that the Town of Mills now serve this area with water. This request is being made because construction of the West Belt Loop leaves this area as an isolated service area for the Central Wyoming Regional Water System. Additionally, this area is in the Town of Mills growth boundary. The establishment of growth boundaries in central Natrona County was a very important step in establishing a system for orderly and planned growth. These growth boundaries were established and jointly agreed on by the municipalities of Bar Nunn, Casper, Evansville, and Mills based on which municipality would best serve future development in the area with municipal services.

These water system improvements will be owned, operated and maintained by the Town of Mills. Benefits of this project include looping dead end water lines in the area resulting in better water quality and providing better fire flows in this area. Looping of the lines will also provide redundant service during any maintenance and repairs of the system. The length of the service lines will also be significantly reduced as this project will allow the service lines to be located directly adjacent to the properties as opposed to the opposite side of the highway as they are currently.

Project Schedule: Estimated Start Date: 02/01/15  
 Estimated Construction End Date: 10/31/15

Is project needed to meet federal or state health and/or safety requirement? Yes  No   
 (If yes the applicant must provide the specific health or safety requirements the project will address)

List top three (3) Funding Sources, Amounts and Status of matching funds:

Funding Source	Amount	Status	Amount Expended on Project
Town Reserves	\$170,248.00	<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	

Estimated total project cost: \$340,496.00  
 Balance of Project incomplete: \$340,496.00  
 Amount of grant funds requested: \$170,248.00  
 Reimbursement Rate: 50.00%

Special District: Yes  No

- The geographical area the special district covers and the date when the County Commissioners formed the district
- If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of the lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?



# WBL WATERMAIN EXTENSION MILLS, WYOMING

SOURCE: GATPP, WLD  
 DATE: 8/20/2014; BY: STEVEND  
 PATH: D:\SHARED\POP\AL\ENGINEERING\2014\20140814\MAPS\WBL\WATER.MXD  
 THIS DOCUMENT CONTAINS INFORMATION PREPARED BY OTHERS. WLD HAS NOT VERIFIED THE ACCURACY AND/OR COMPLETENESS OF THE INFORMATION. WLD SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE DISSEMINATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS, AND WLD CAN NOT AND DOES NOT WARRANT THESE ASSURANCES. ANY USER OF THIS INFORMATION AGREES TO WAIVE ALL RIGHTS AGAINST WLD ARISING FROM THE SERVICES PERFORMED BY WLD.



- LEGEND**
-  WATER LINE (PROPOSED)
  -  WATER LINE (EXISTING)
  -  PROJECT AREA



**WLC**  
 ENGINEERING • SURVEYING • PLANNING  
 200 PROVISIONS, PHOENIX, AZ 85004  
 GARLAND, WY 82401 PH: (307) 266-2526  
 WWW.WLCWY.COM

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION PRESENTING CERTAIN FINDINGS TO THE STATE LOAN AND INVESTMENT BOARD RELATING TO A MINERAL ROYALTY GRANT APPLICATION SUBMITTED BY THE TOWN OF MILLS, WYOMING.

WHEREAS, The Town of Mills, Wyoming has made a grant application to the State Loan and Investment Board for funds to assist in their West Belt Loop Water System Improvements Project to provide water service to customers within their growth boundary; and,

WHEREAS, many of these customers to be served by the water system improvements are currently provided retail water service by the City of Casper, but are within the Town of Mills growth boundary; and,

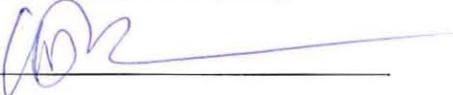
WHEREAS, in the future after the Mills water system improvements are completed, the City of Casper plans to transfer existing water mains and customers in the area to the Town of Mills as the area is within the Mills growth boundary; and,

WHEREAS, Wyoming Statute W.S 9-4-604(h) provides certain requirements for submission of grant applications to the State Loan and Investment Board.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the City of Casper City Council has reviewed the grant application submitted to the State Loan and Investment Board by the Town of Mills, Wyoming and the project is not adverse to the needs, plans, or general welfare of the City of Casper; and that the Town is utilizing matching funds available to them.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

  
\_\_\_\_\_

ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V.H. McDonald  
City Clerk

\_\_\_\_\_  
Paul L. Meyer  
Mayor



September 8, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew Beamer, P.E., Public Services Director  
David W. Hill, P.E., Public Utilities Manager

SUBJECT: Ordinance Pertaining to Retail Water and Sewer Service

Recommendation:

That Council, on first reading, approve an ordinance revising two sections and two drawings pertaining to Chapter 13.05 to the Casper Municipal Code - Water and Sewer Service – General Provisions for Retail Service.

Summary:

In 2006 an Ordinance pertaining to Retail Water and Sewer Service – General Provisions for Retail Service was adopted by Council. This 2006 Ordinance replaced rules and regulations that had been developed by the old Casper Board of Public Utilities.

Minor revisions to Chapter 13.05 of the Casper Municipal Code are now necessary.

With the advent of more residential fire sprinkler systems, minor language changes are needed to the City Code. Residential fire sprinkler systems will be allowed to be either integral to the residential plumbing system or be a separate system. Any fire sprinkler system 1 ½” or smaller will have to be installed after the building water meter. Fire sprinkler system 2” and larger will have to have a separate service line from the City water main.

Previous Chapter 13.05 language only allowed meter pits up to one-inch meter or smaller in size. There are now available meter pits that can be used up to two-inch in size and this is reflected in the revised language.

In addition, two drawings at the end of Chapter 13.05 have to be replaced with updated drawings which incorporate the above changes to Chapter 13.05.

The Casper Utilities Advisory Board has conceptually approved this ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING CERTAIN SECTIONS OF  
CHAPTER 13.05 OF THE CASPER MUNICIPAL CODE  
PERTAINING TO WATER AND SEWER SERVICE - GENERAL  
PROVISIONS FOR RETAIL SERVICE

WHEREAS, it is essential to the public health, welfare, and safety of the inhabitants of the City of Casper and its environs to provide adequate water and wastewater systems; and,

WHEREAS, Chapter 13.05 of the Casper Municipal Code needs to be amended to provide additional sizes for meter pits and updated methods for providing fire protection to single family dwellings; and,

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That Chapter 13.05 of the Casper Municipal Code is hereby amended as follows:

Section 1:

Paragraph 6 of Chapter 13.05.060.A (WATER METER INSTALLATIONS – General) of the Casper Municipal Code shall be amended to read as follows:

6. All building fire protection systems ONE AND ONE-HALF ~~two~~-inch (1 1/2") (~~2"~~) or less in size shall be installed after the City meter serving the building. THE FIRE PROTECTION SYSTEM SHALL BE PROVIDED WITH A BACKFLOW PREVENTER. BUILDING FIRE PROTECTION SYSTEMS FOR SINGLE FAMILY DWELLINGS WHICH ARE INTEGRAL TO THE BUILDING PLUMBING SYSTEM AS ALLOWED BY CITY BUILDING CODE DO NOT REQUIRE A BACKFLOW PREVENTER. Building fire protection systems TWO ~~three~~-inch (2") (~~3"~~) or larger in size shall have a separate service line from the main. No meter will be needed; but, a backflow preventer will be required for fire protection systems TWO ~~three~~-inch (2") (~~3"~~) and larger.

Section 2:

Paragraph 10 of Chapter 13.05.060.C (WATER METER INSTALLATIONS – Meters up to Two-inch (2")) of the Casper Municipal Code shall be deleted in its entirety and replaced with the following:

- ~~10. Frost proof meter pits may be allowed only for three-fourth-inch and one-inch meters. Frost proof meter pits must be used for all manufactured homes or mobile homes. The meter pits shall generally be installed within the front lot utility easement behind the water service line shut-off valve. The customer shall own and maintain the meter pit.~~

~~Automatic meter reading equipment, suitable for meter pits, will be installed. (See Figure 2 at the end of this chapter).~~

10. METER PITS - FROST PROOF METER PITS MAY BE ALLOWED FOR TWO-INCH AND SMALLER METERS. FROST-PROOF METER PITS MUST BE USED FOR ALL MANUFACTURED HOMES OR MOBILE HOMES. THE METER PIT SHALL GENERALLY BE INSTALLED WITHIN THE FRONT LOT UTILITY EASEMENT BEHIND THE WATER SERVICE LINE SHUT-OFF VALVE. METER PITS, INCLUDING LIDS, LOCATED IN SIDEWALKS OR PAVED AREAS MUST BE SPECIFICALLY DESIGNED TO ACCOMMODATE AASHTO H-20 TRAFFIC LOADING. THE CUSTOMER SHALL OWN AND MAINTAIN THE METER PIT.

METER PITS AND SETTERS SHALL BE PRE-FABRICATED AND MUST BE DESIGNED FOR COLD WEATHER CONDITIONS. THE METER PIT RISER AND VALVES MUST BE LOCATED AT LEAST 2-INCHES (2") FROM THE PIT WALL. FOR METER PITS ONE-INCH (1") AND SMALLER, THE WATER METER MUST BE NO MORE THAN FOURTEEN INCHES (14") FROM THE TOP LID OF THE METER PIT COVER. FOR ONE AND ONE-HALF INCH (1½") AND TWO INCH (2") METER PITS, THE WATER METER MUST BE NO MORE THAN TWENTY INCHES (20") FROM THE TOP LID. MINIMUM INSIDE DIAMETER OF THE PIT SHALL BE TWENTY INCHES (20") FOR THREE-QUARTER INCH (¾") AND ONE INCH (1") METERS AND THIRTY-SIX INCHES (36") FOR ONE AND ONE-HALF INCH (1½") AND TWO INCH (2") METERS. LID DIAMETERS SHALL BE NO LESS THAN ELEVEN-INCHES (11") FOR METER PITS ONE-INCH (1") AND SMALLER AND SHALL BE NO LESS THAN EIGHTEEN INCHES (18") FOR METER PITS ONE AND ONE-HALF INCH (1½") AND LARGER. AUTOMATIC METER READING EQUIPMENT, SUITABLE FOR METER PITS, WILL BE INSTALLED. (SEE STANDARD METER PIT DETAIL – FIGURE 3 AT THE END OF THIS CHAPTER.)

Section 3:

The Drawing titled "Standard Meter Pit Detail" (Figure 3) at the end of Chapter 13.05 shall be deleted and replaced with the "Standard Meter Pit Detail" attached to this ordinance.

Section 4:

The Drawing titled "Standard Residential-Commercial Meter" (Figure 4) at the end of Chapter 13.05 shall be deleted and replaced with the "Standard Residential-Commercial Meter" attached to this ordinance.

Section 5:

This ordinance shall be in full force and effect upon its passage and publication.

PASSED ON THE FIRST READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

PASSED ON THE SECOND READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

PASSED APPROVED AND ADOPTED ON THE THIRD AND FINAL READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

APPROVED AS TO FORM:

Walter Trumbull

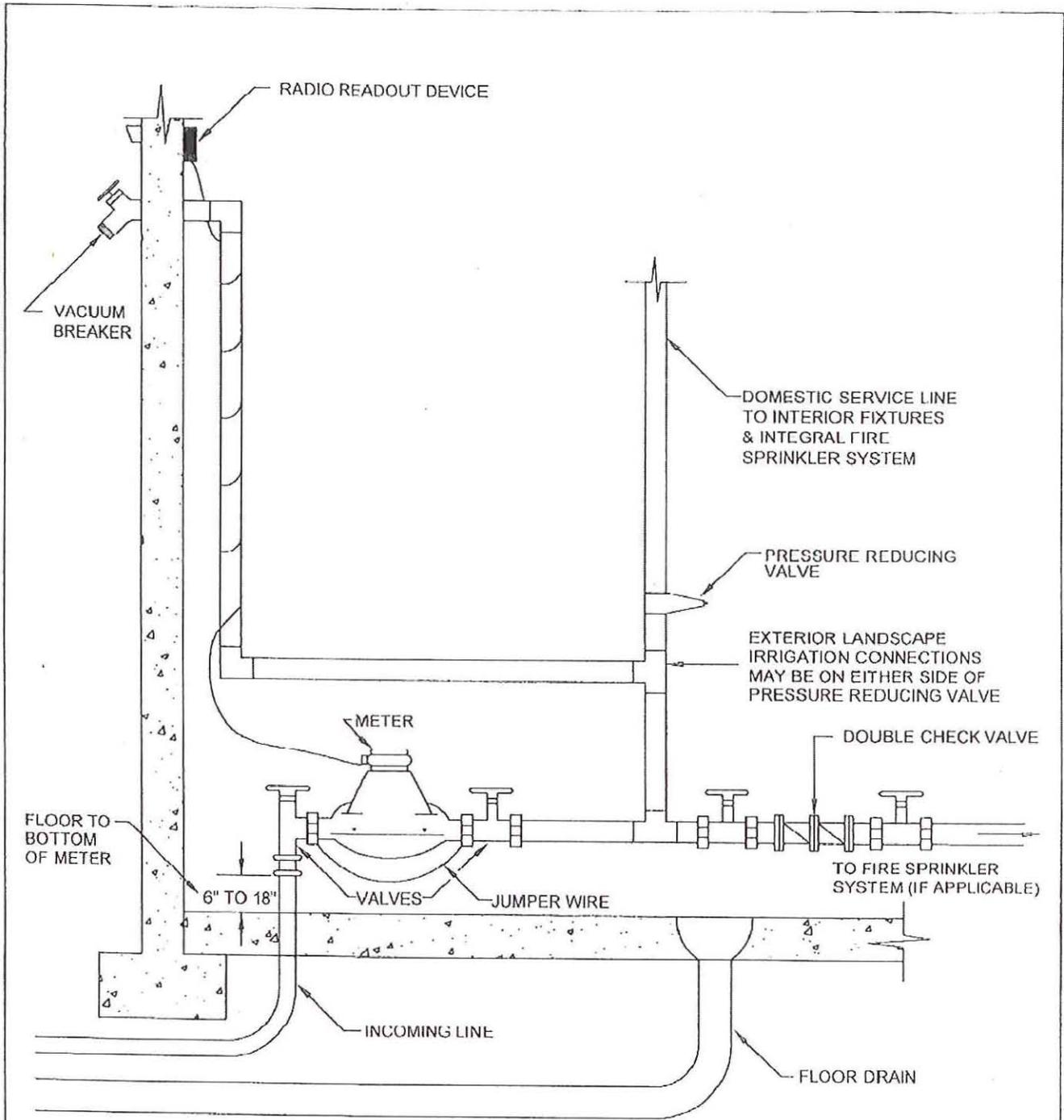
ATTEST:

CITY OF CASPER  
A Municipal Corporation

By \_\_\_\_\_  
V. H. McDonald  
City Clerk

By \_\_\_\_\_  
Paul L Meyer  
Mayor





**STANDARD RESIDENTIAL-COMMERCIAL METER**  
NOT TO SCALE

**NOTE:**

1. METER SHALL HAVE A MINIMUM OF 12 INCHES OF CLEARANCE ON BOTH SIDES.

Figure 4

**CITY OF CASPER  
ENGINEERING DIVISION**

**STANDARD RESIDENTIAL-COMMERCIAL METER  
INSTALLATION 3/4" - 1 1/2" DETAIL**

REV	DESCRIPTION	DATE
1	UPDATED DETAIL DWG 17	8/2014

October 14, 2014

MEMO TO: John C. Patterson, City Manager

FROM: Andrew B. Beamer, Public Service Director   
Cynthia Langston, Solid Waste Division Manager

SUBJECT: Agreement with Harris Waste Management Group, Inc.

Recommendation:

That Council, by resolution, authorize an agreement with Harris Waste Management Group, Inc. who desires to address issues with the operation of the city balers; Project, No. 14-67.

Summary:

The City of Casper ("City") has raised issues with the operation of balers manufactured by Harris Waste Management Group, Inc. ("Harris") since 2009 when the balers were purchased. The balers are key pieces of equipment in the city's landfill operations and it is critical to resolve the baler issues. Harris was purchased by Avis Industrial Corporation in January 2014 and since the purchase Harris desires to address these issues by and through an agreement with the city detailing the steps to be taken to rectify these issues. The City and Harris have developed an agreement for resolution of these issues which has been approved by Harris.

A resolution and agreement is prepared for Council's consideration.

## AGREEMENT

This Agreement is made as of October 10, 2014 by and between The City of Casper, Wyoming, a municipal corporation (the "CITY") and The Harris Waste Management Group, Inc. ("HARRIS"). The parties may be collectively referred to as the "Parties."

### RECITALS

**WHEREAS**, HARRIS and the CITY entered into a purchase agreement dated March 19, 2009 (the "Purchase Contract") for the purchase of two (2) HRB 1445 Balers, *S/N* 3111 (the "North Baler") and *S/N* 3112 (the "South Baler") (collectively, the "Balers"); and

**WHEREAS**, the CITY has alleged, among other things, that it has experienced problems with the installation, operation and performance of the Balers, that HARRIS has failed to deliver the Balers in accordance with the Purchase Contract, and that the Balers were defectively installed, and/or defectively designed and/or defectively manufactured (collectively, the "Baler Claims"); and

**WHEREAS**, the CITY has communicated its continuing rejection of the Harris Balers during the South Baler warranty period; and

**WHEREAS**, the CITY has alleged that it has suffered damages due to the Baler Claims (the "Damages"); and

**WHEREAS**, HARRIS disputes the Baler Claims, and the Damages; and

**WHEREAS**, all Parties desire to cooperate with one another in resolving these issues and acknowledge that the most efficient way to ensure that cooperation continues to a successful conclusion is to have a firm and defined set of parameters under which they will proceed.

**NOW, THEREFORE**, the Parties stipulate and agree as follows:

#### **I. CONSIDERATION.**

In exchange for the settlement of any and all claims by the CITY arising from and/or related to the Purchase Contract, the Balers, including the Baler Claims and Damages, HARRIS agrees as follows:

PHASE I: Assembly, Filtering Service & Start Up

1. HARRIS will provide and install a Harris-manufactured 6" door cylinder, and will provide the parts, labor, tools and equipment for installation at no cost to the CITY.

2. HARRIS will perform a "Filtering Service" and other tasks including, but not limited to, those as described in the attached Exhibit A on the South Baler at no cost to the CITY.

If test results are not within standard operating parameters, Harris will take all reasonably necessary steps to bring the oil into conformance with standard operating parameters.

HARRIS will also perform start-up services for the South Baler at no cost to the CITY. The start-up service will consist of successful completion of the start-up protocol attached hereto as Exhibit B (the "Start-Up Services").

3. At time of the Start-Up Services, HARRIS agrees that the South Baler will only have HARRIS-manufactured hydraulic cylinders, including the door cylinders and will replace the cylinders as determined to be necessary by Harris. The foregoing obligation shall not include the two (2) door guide cylinders.

4. (A) A representative of HARRIS will provide on-site monitoring of the South Baler for thirty (30) days after the Services (the "Monitoring Period"). Also during this period HARRIS will provide training to the CITY's employees. The foregoing services will be provided to the CITY at no additional charge.

(B) HARRIS will also provide one (1) three (3) days' training program at the CITY's site for CITY employees at a time mutually acceptable to the Parties. The training will be provided to the CITY at no additional charge.

5. During the Monitoring Period, HARRIS will provide to the CITY a quotation for HARRIS to perform the reassembly of the North Baler ("the Quotation"), and will submit the Quotation for the CITY'S review and approval. HARRIS' Quotation will include the following activities at a minimum:

- Clean hydraulic tank and hard lines.
- Set and bolt motors.
- Set hydraulic pumps.
- Bolt valve blocks in place.
- Set gather cylinder.
- Set ejection cylinder.
- Set stationary knives.
- Set Envirobale bagging system.
- Set soft and hard hydraulic lines.
- Set gather ram (pin after start up).
- Rewire unit including modem line.
- Add hydraulic oil.

- Set hopper and dust collector.
- Start unit.
- Set ejection ram and pin.
- Check for leaks and adjust knives
- High torque bolts and install new Harris door cylinder and other parts as done on south baler.

The Harris-manufactured 6" door cylinder and the Filtering Service on the North Baler will be performed at no cost to the CITY including parts, labor, tools and equipment. Parts, labor, tools, and equipment not related to the door cylinder, the Filtering Service and the start-up of the North Baler will be charged to the CITY.

6. HARRIS will provide three (3) complete printed copies of the standard Operations and Service Manual ("OSM") for the South Baler (Vol. 1) and an OSM for the specific Balers (Vol. 2). HARRIS will also provide two (2) printed copies of the Parts Manuals that shall be specific for the South Baler. HARRIS will also provide one electronic copy of the program for the MSW operation. The copies will be provided to the CITY within six (6) weeks after the Monitoring Period.

7. Upon completion by HARRIS of items 1-6 above and expiration of the Monitoring Period without additional problems, the CITY and HARRIS will document the completion of PHASE I by signing a writing indicating the same, which will be the start date for the PHASE I WARRANTY discussed below.

8. For the six (6) month period immediately after the Monitoring Period, HARRIS will perform oil sampling and analysis every thirty (30) days on the South Baler (the "Sampling Period") as described in HARRIS' Operations and Service Manual. The Sampling Period will be provided at no cost to the CITY and reports indicating the results of this oil sampling and analysis will be provided to the CITY within 15 days of the test results becoming available to HARRIS.

9. CITY agrees to cooperate in good faith with HARRIS in performing the foregoing. In addition, CITY agrees to perform all necessary maintenance on the Balers and operate the Balers in full compliance with HARRIS' recommendations and the Operation and Service Manuals and good industry practice. In addition, after the Sampling Period, the CITY agrees to perform oil sampling of the hydraulic fluids in accordance with HARRIS guidelines as included in HARRIS' updated Operation and Service Manual during the warranty term of the Balers as set forth herein and provide copies of the test results to HARRIS.

## PHASE II: Redesign for Long Term Operation

1. The Parties acknowledge and agree that the purpose of Phase I above is for HARRIS to return the South Baler to its original configuration so that its performance can be evaluated. The Parties acknowledge that certain changes or redesigns are or may be necessary to the original designs of both the South and North balers to ensure proper long-term operation

pursuant to the Purchase Contract. Given the uncertainty surrounding what those changes or redesigns may entail, which cannot be known until the Phase I work is completed and the balers operated under normal operating conditions and their performance observed, the Parties agree to work cooperatively to identify those changes or redesigns that are necessary.

- a. The CITY has identified several concerns or problems with the manner in which the balers had previously operated, and has described those concerns in a Work Plan, which is attached hereto as Exhibit C.
- b. During PHASE II, The CITY and HARRIS will work together to identify the cause of the issues described in the Work Plan, and will come to a mutually acceptable plan to remedy the issues.
- c. If the PARTIES are unable to come to a mutually acceptable plan to remedy any problems identified during PHASE II work, HARRIS will have final decision making regarding the plan that it feels will properly remedy the problem. However, if the CITY is not satisfied that HARRIS'S plan or resolution has, or will fix the problem, it may terminate this agreement after 30 days written notice to HARRIS of the nature of the CITY'S dissatisfaction and the City may then pursue any other rights or remedies available to it by law.

2. The PARTIES will come to a mutual agreement when the work described in PHASE II is completed and confirm said agreement in writing. The date of this agreement will be the start date of the PHASE II warranty described below.

3. If the PARTIES are unable to come to agreement regarding completion of PHASE I or PHASE II, this AGREEMENT will be deemed terminated 30 days after either party provides written notice that it believes no agreement can be reached and the Parties may then pursue any other rights or remedies available to them by law.

## **II. WARRANTY.**

a. The work on both the South and North balers described above may proceed on different schedules and at different times. HARRIS will provide the warranties described below separately for the North baler and South baler, which will each have individual beginning and ending dates based upon the mutually agreed upon dates of completion of PHASE I and PHASE II as described above.

b. PHASE I WARRANTY. HARRIS hereby warrants the balers and the work detailed in PHASE I above under the same terms and conditions of its standard warranty, a copy of which is attached hereto as Exhibit D, for a period of one (1) year following the written agreement memorializing the completion of PHASE I described above.

c. PHASE II WARRANTY. In addition to the PHASE I WARRANTY, HARRIS additionally warrants the new components installed pursuant to PHASE II under the same

terms and conditions of its standard warranty, a copy of which is attached hereto as Exhibit D, for a period of one (1) year following the written agreement memorializing the completion of PHASE II described above.

1. HARRIS agrees that the CITY will not be charged for labor on any valid warranty claim made under the Warranties during the Warranty Terms;

2. The Warranties are provided to the CITY at no charge.

d. HARRIS will perform quarterly inspections of the South Baler including the hydraulic systems, during the Warranty Terms. The CITY agrees to perform any repairs or maintenance on the South Baler recommended by HARRIS as a result of the quarterly inspections, but only those repairs or maintenance activities which are related to normal wear and tear expected from the normal operation of the Balers. All warranty repairs not related to normal wear and tear expected from the normal operation of the South Baler will be performed by HARRIS at no cost to the CITY.

e. HARRIS will perform any Warranty Repairs with reasonable dispatch after receiving written notice of necessary Warranty Repairs from the CITY. If HARRIS is unable or unwilling to remedy the problem within 30 days (or any other length of time agreed to by the parties in writing) of notice of the problem, the CITY may terminate this Agreement and pursue any other rights or remedies available to it by law.

### **III. RELEASES**

a. Upon the end of each of the PHASE II Warranty Periods described in Section II above, HARRIS and the CITY will enter into a FINAL ACCEPTANCE in which the CITY, on behalf of itself, any of its agents, affiliates, successors, assigns, insurers or to whom the CITY has transferred any interest in any claims the CITY may have had relating to the Purchase Contract, the respective Baler, and the Baler Claims forever releases and forever discharges:

HARRIS, and any of its past and present subsidiary corporations, parent corporations, affiliates, partners, joint venturers, successors, assigns, contractors, subcontractors, officers, directors, shareholders, employees, agents, attorneys and insurers (in their individual and representative capacities), from any and all Legal Claims (as hereinafter defined), arising from, or relating to, directly or indirectly, the Purchase Contract, the respective Baler and the Harris Claims.

b. As used in this Settlement Agreement, the term "Legal Claims" shall mean and include: claims, demands, losses, damages, actions, causes of action, suits, debts, promises, liabilities, obligations, liens, costs, expenses, reasonable attorneys' fees, indemnities, subrogations (contractual or equitable) or duties, of any nature, character or description whatsoever, whether

known or unknown, fixed or contingent, accrued or not yet accrued, matured or not yet matured, anticipated or unanticipated, asserted or unasserted.

c. As further consideration for the promises and commitments herein, upon the end of the Component Warranty Period described in Section II above, HARRIS agrees to release and forever discharge the CITY and the CITY's agents, officers, employees, assigns and attorneys from any and all actions, claims, demands, damages, costs, losses, expenses and compensation of any nature whatsoever associated with the following invoices transmitted from HARRIS to the CITY for previous repairs and work performed on the Balers:

Invoice #963589:	\$13,962-North Baler gathering and ejection cylinder repairs
Invoice #963589-1:	\$9,500 – Shipping cylinders to HARRIS
Invoice #965100:	\$10,380.30 North Baler cylinder door repairs
Invoice #965764:	\$2,055.26 for replacing lasers on balers

d. The Parties each acknowledge that they may later discover material facts in addition to, or different from, those which they now know or believe to be true with respect to the Purchase Contract, the Balers, the Harris Claims, the Damages or the negotiation of this Settlement Agreement. The Parties each further acknowledge that there may be future events; circumstances or occurrences materially different from those they know or believe are likely to occur. It is the Parties' intention to fully, finally and forever settle and release all claims, disputes and differences relating to the Purchase Contract, and HARRIS' performances pursuant to the Purchase Contract, the Balers and the Harris Claims. The release provided in this Settlement Agreement shall remain in full effect notwithstanding the discovery or existence of any such additional or different facts or occurrence of any such future events, circumstances or conditions.

e. Each of the Parties specifically waives the provisions and benefits of any applicable regulation, code, statute or law including principles of common law that may restrict or modify the full extent of the foregoing releases.

f. It is the intention of the PARTIES that by executing and performing the respective obligations hereunder, none of the Parties waive any rights, provisions, obligations or options that any of the Parties may have under their respective contracts, nor do the PARTIES intend that nothing herein shall be construed as a waiver by the CITY of its rejection of the balers until the expiration of the PHASE II Warranty and FINAL ACCEPTANCE.

g. Under no circumstance shall the execution and performance of any of the terms of this Agreement by the City be deemed a waiver by the CITY of any recourse or rights that the City has against Enviro-Services & Construction, Inc., d/b/a RRT Design & Construction (or its respective bonding company) with whom the City contracted for the Municipal Solid Waste Baler Replacement Project No. 04-18.

h. The release granted herein shall not be applicable to any Legal Claims for breach of this Agreement or the Component Warranty.

#### **IV. AUTHORITY TO EXECUTE**

Each of the parties represents and warrants that it has all requisite authority to execute and perform this Agreement and that it has had the benefit and advice of counsel prior to executing this Agreement.

#### **V. BINDING EFFECT**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

#### **VI. WAIVER**

Neither the failure nor any delay on the part of any party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of that right, remedy, power or privilege. No waiver of any right, remedy, power or privilege with respect to any particular occurrence shall be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence.

#### **VII. PARTIES TO BEAR THEIR OWN COSTS**

Except as specifically provided in the Agreement, the Parties shall each bear their respective costs and attorneys' fees incurred in connection with the Purchase Contract the Baler, and the Harris Claims, and preparation and negotiation of this Agreement.

#### **VIII. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Parties and may not be changed or terminated orally but only by a written instrument executed by the Parties after the date of this Agreement.

#### **IX. CONSTRUCTION**

The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including its exhibits or any amendments.

#### **X. PARTIAL INVALIDITY**

If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held

invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

#### **XI. NECESSARY ACTION**

Each of the parties shall do any act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

#### **XII. COUNTERPARTS**

This Agreement may be executed in any number of counterparts; each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as Fax" copies) and/or electronic mail, which electronic signatures shall be as binding and effective as original signatures.

#### **XIII. CHOICE OF LAW**

This Agreement and all rights and duties of the Parties hereunder shall be governed and construed according to the laws of the State of Wyoming, U.S.A without regard to its conflicts of law provisions. The Parties agree to the exclusive jurisdiction of the courts of the State of Wyoming and waive any claim of inconvenient forum or any other applicable similar law.

#### **XIV. NON-DISPARAGEMENT**

Except (a) as required in securities filings, (b) communications made pursuant to legal or governmental requirements, (c) communications made on a need-to-know basis to Attorneys, accountants, consultants, insurance carriers, insurance brokers, and auditors for the respective Parties, (d) as may be reasonably necessary to perform the terms and conditions of this Settlement Agreement, each party agrees that it will not at any time during the next ten (10) years, either by oral or written communication to the public disparage, criticize, condemn, or impugn the other's reputation or character based upon any impression, event, or circumstances occurring or existing prior to or on the date of this Agreement and relating to the Purchase Contract, the Balers, or the Harris Claims.

#### **XV. WAIVER OF TRIAL BY JURY;**

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), ACTIONS OF EITHER PARTY,

OR ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS ALLEGED BREACH, WHETHER SOUNDING IN TORT OR CONTRACT, INCLUDING, BUT NOT LIMITED TO, ACTIONS ALLEGING FRAUD, OR FRAUDULENT INDUCEMENT TO ENTER INTO THIS AGREEMENT. EACH PARTY HEREBY AGREES THAT THIS AGREEMENT CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY PURSUANT TO THE PROVISIONS OF ANY APPLICABLE LAW AS MAY BE APPLIED TO THIS AGREEMENT. THE PARTIES HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION. DISPUTES RELATING TO THIS SETTLEMENT AGREEMENT ARE NOT SUBJECT TO BINDING ARBITRATION.

#### **XVI. NOTICES**

a. Any and all notices and demands by or from any party required or desired to be given under this Agreement shall be in writing and shall be validly given or made if served by (a) personal delivery; (b) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; or (c) national overnight delivery service with delivery confirmation. If such notice or demand is served by registered or certified mail the manner provided, service shall be conclusively deemed given upon receipt or attempted delivery, whichever is sooner.

b. Any notice or demand to HARRIS shall be sent to:

THE HARRIS WASTE MANAGEMENT GROUP, INC.  
315 West 12<sup>th</sup> Avenue  
Cordele, GA 31015

With a copy to: AVIS INDUSTRIAL CORPORATION  
1909 S. Main St., PO Box 548  
Upland, IN 46989  
Attn: Angela M. Darlington

c. Any notice or demand to CITY shall be sent to:

City of Casper  
200 North David Street Casper, WY 82601-1815  
ATTN: Andrew Beamer, Public Services Director

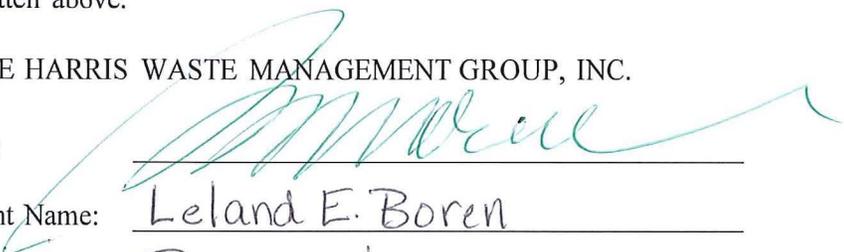
With Copy to: Ryan Schwartz  
Williams, Porter, Day & Neville, P.C.  
159 North Wolcott, Suite 400  
Casper, WY 82601

**XVII. WYOMING GOVERNMENTAL CLAIMS ACT**

Anything in this Agreement notwithstanding, The City does not waive any right or rights it may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the City specifically reserves the right to assert any and all rights, immunities, and defenses it may have pursuant to the Wyoming Governmental Claims Act.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE HARRIS WASTE MANAGEMENT GROUP, INC.

By: 

Print Name:

Leland E. Boren

Title:

President

THE CITY OF CASPER, WYOMING

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

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

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

**General Procedure (For: Casper Baler, SN 3112)**

- Remove oil from tank through 5 micron filters.
- Open, inspect, and clean tank.
- Remove tank screens and magnets, inspect and clean.
- Remove tank heaters, inspect, and clean.
- Reinstall heaters, screens, and magnets.
- Reinstall all piping that was previously removed after inspection.
- Refill tank by filtering oil from the holding tank and into the baler tank at the Power Unit fill point of the baler 5 micron filter system.
- Start baler.
- Check all pumps for correct pressure and any abnormal noise.
- Cycle all rams continuously for 4 hours. (Write a program for system flush)
- Stop baler.
- Repeat above items.

**SN 3112 Detailed Task List**

Collect Oil Sample from Suction Chamber (Use Oil Sample Port)

Remove oil from tank using an independent Filter\Pump Cart

Inspect, clean, & photo condition of Empty Oil Storage Tote before transferring (used) oil into it

Use a closed top style Storage Tote with at least two sealable entry points (screw on cap preferred) ideally located for in container filtering.

Inspect, install, & photo new (clean) 5 micron Filter Elements on Filter Cart

Record Micron Rating & Brand-Part Code of Filter Elements on Filter Cart

Remove Tank Screen Cover(s) and Tank Screen(s) and insert Transfer Hose

Transfer oil from power unit tank chambers thru Transfer Hose\Filter\Pump Cart Sub-assembly and into Oil Storage Tote

Use Oil Storage Tote & Filter\Pump Cart to continuously Filter Oil within Tote

Locate Oil Tote & Filter\Pump Cart in building & the vicinity of baler that is away from high activity (dust, debris) work area for offline filtering

Inspect condition of Filter Cart Filter Elements (clogged ??) daily

Take Photo of Filter Element condition during each daily Filter Element inspection

Collect Oil Test Sample from Oil Tote after 2 days of offline filtering time

Mail Oil Test Sample for Lab Analysis

Continue to Filter Oil within Tote using sequentially higher grade Filter Element media

Sequence	Brand Element & Description	Days Used
1		
2		
3		

During Daily Phone Update - Report Filtering Status to Service\Engineering. Continue to Filter & Test Sample as instructed during phone updates.

Open, inspect, and clean tank

Remove both Tank Heaters and Inspect each one for Carbon buildup on their heating element region

Record (Mark\Photo) which Heater came from which tank port location

Take Photo of the condition of each Tank Heater (even & especially if it looks normal, typical condition)

Record full heater model\part code from the dataplate on each tank heater.

Take Photo (confirm legible) of the data plate info on each Tank Heater

Provide Tank Heater data plate info to Service\Engineering during Daily Phone Update

Clean and reinstall both Tank Heaters

Remove both Manhole Covers from the Suction Chamber side of the Tank

Take Photo condition of Tank Chamber interior (4 walls, floor, top, etc)

Clean interior of Tank Chamber (use typical cotton wipe rag(s) & (if required) mineral spirits cleaning agent)

Collect\Consolidate and save debris recovered for possible sample analysis.

Inspect Tank Chamber for defects

Check all seams and weld joints for gaps that could allow oil or contaminant transfer between tank chambers or tank exterior

Check open ends of all pipe inlets\outlets for debris

Collect Photo of these (whether defective or normal)

Take Photo of "Cleaned" condition of Tank Chamber interior (4 walls, floor, top, pipe ends, etc)

Remove both Manhole Covers from the Return Chamber side of the Tank

Follow same Steps as stated for Suction Chamber side of the Tank

Check the channel guides (for both Tank Screens) as part of the "Inspect Tank Chamber for defects" list

Clean the channel guides (for both Tank Screens) and Collect Photo Evidence of their "Cleaned" condition

Remove all 4 Tank magnets

Record (Mark\Photo) which Magnet came from which tank port location

Take Photo of the condition of each (dirty) Tank Magnet (even & especially if it looks normal, typical condition)

Clean all Tank Magnets

Collect\Consolidate and save debris recovered for possible sample analysis.

Take Photo of the (clean) condition of each Tank Magnet

Install clean Tank Magnets into their respective tank port locations

Clean both Tank Screens (that were previously removed from tank)

Take Photo of the condition of each (dirty) Tank Screen (even & especially if it looks normal, typical condition)

Collect\Consolidate and save debris recovered for possible sample analysis.

Take Photo of any damage to each Tank Screen

Repair\straighten bent or damaged portion of screen(s)

Inspect that mesh size appears consistent with 200 mesh screen size

Install clean Tank Screens into their respective channel guides

Inspect each Tank Screen for solid contact "fit" with their channel guides

Check fit (for gaps) along each side and base of screen\guide interfaces

EXHIBIT A  
"FILTERING SERVICE"

Collect Photo of fit along the guides (even & especially if no gaps exist)  
Evaluate (and written record) of the range(s) of available movement of each screen within its guide  
Collect Photo of each cleaned Tank Screen properly installed within its channel guides

Reinstall all piping & system hardware that was previously removed prior to Harris arrival at site

Take Photo of the components that were disassembled prior to Harris arrival at site

Inspect reasonably accessible regions of these items for obvious dirt\debris

Take Photo of their condition (even & especially if it looks normal, typical condition)

Collect\Consolidate and save debris recovered for possible sample analysis.

Clean reasonably accessible regions for obvious dirt\debris

Identify any obvious signs\concerns of component damage in conjunction with the re-assembly process

Report any damaged parts to Service during Daily Phone Update with Service\Engineering

Do not install\re-assemble damaged items without prior discussion & notification from Service\Engineering

Objective:

Return baler to good, operational condition for long term operation.

Intent is to minimize risk of introducing external contaminants into the system by any further or unnecessary dis-assembly

Refill Power Unit Tank (and overall Hyd System) by filtering oil procedure

Start baler.

Check all pumps for correct pressure and any abnormal noise.

Cycle all rams continuously for 4 hours. (Write a program for system flush)

Stop baler.

Repeat above items.

Remove program for system flush and install normal operating program.

Run production for 30 days

Inspect and evaluate oil, screens, etc after the 30 day operational period.



Report Submitted By: \_\_\_\_\_

Start Up Report

Date of Start-up  
Model  
Serial Number  
Customer Name/Phone  
Customer Location


Description of Use:

	Baling General Recyclables - MRF
	Baling Paper
	Baling Plastic
	Baling Solid Waste
	Baling NF Scrap Metal

Projected Baling Capacity Per Day/shifts

\_\_\_\_\_

Baler Feed

\_\_\_\_\_ Conveyor \_\_\_\_\_ By Hand \_\_\_\_\_ Loader

Mode of operation.

\_\_\_\_\_ Manual \_\_\_\_\_ Semi-Auto \_\_\_\_\_ Automatic

Start-Up Service Breakdown

Date Start-up began

\_\_\_\_\_

Date Start-up finished

\_\_\_\_\_

Time Spent on Training

\_\_\_\_\_ Operation \_\_\_\_\_ Safety \_\_\_\_\_ Maintenance

Time Spent Baling while on-site

\_\_\_\_\_ Hours

Did Factory Service assist?

\_\_\_\_\_ on-site \_\_\_\_\_ Phone/modem

Time Spent on Adjustments.

\_\_\_\_\_ Hours

Time Troubleshooting.

\_\_\_\_\_ Hours

**BALER PERFORMANCE DATA SUMMARY**

**Material Description**

Bulk OCC	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
Newsprint	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
Office Paper	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
PET Plastics	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
HDPE	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
Solid Waste	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
AL Cans	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
Tin Cans	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	
	Bale Weight	Expanded Bale Size	
	Bale Pressure Setting	#Strokes Bale Made	
	Bale Tension Setting		
	Release Pressure Setting	# Bales Made at Start-up	

Start-Up Service Breakdown Continued:

If Yes to troubleshooting or adjustments please explain briefly:

[Empty rectangular box for troubleshooting explanation]

Summarize any issues regarding quality or other problems encountered during start-up:

[Empty rectangular box for quality issues summary]

Summarize any suggestions that would aid in a successful start-up of future balers:

[Empty rectangular box for suggestions summary]

Does Customer have a dedicated direct phone line for modem?

Was Phone Line Tested?

Installation performed by:

On Harris 2-Ram Balers with Smart-knife Feature:

Service Technician and customer physically adjusted and set the blade gap and hold-downs to .002 to .020 clearance?

Yes  
 No

Baler Location  Indoors

Outdoors  Outdoors  
with protection With no protection

Please include any photos of the installation and material baled.

Also, it is helpful to provide photos of problems encountered during start-up, such as parts replacements modifications, and other repairs. If possible, please provide before and after photos.

This report should be emailed to renee.bodrey@harrisequip.com

**EXHIBIT C**

**WORK PLAN TO FIX HARRIS BALERS  
AT  
CASPER SOLID WASTE FACILITY  
CITY OF CASPER  
CASPER, WYOMING**

**Submitted To:** Angela M. Darlington, Vice President - Secretary  
Avis Industrial Corporation

Craig Little, Vice President – General Manager  
CMG

Alex Roberts – Director of Purchasing  
Harris Equipment Company

**Copied:** Nat Egosi – President  
Enviro-Services & Construction, Inc. d/b/a RRT Design & Construction

**Submitted By:** Cynthia Langston, Casper Solid Waste Manager  
City of Casper, Wyoming

Sean Orszulak, Casper Solid Waste Superintendent  
City of Casper, Wyoming

Jason Shellabarger, Casper Fleet Maintenance Manager  
City of Casper, Wyoming

Jeff Proudfoot, Casper Fleet Maintenance Foreman  
City of Casper, Wyoming

**Submitted On:** September 1, 2014

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  - 2.2 Phase Two – Redesign for Long Term Operation
    - 2.2.1 Remove and replace programming to match hydraulic matrix including but not limited to:
      - i. Insure travel rods work as intended in the programming or remove and refund.
      - ii. Add a kill switch program to shut down system when over pressure or temperature occurs
      - iii. Add function to program to see on operator screen the pressure at manifold, gather cylinder, eject cylinder and door cylinder
    - 2.2.2 Redesign screens in hydraulic tank including but not limited to:
      - i. Insure screen fits snugly on all sides of the tank.
      - ii. Add radius corners to prevent the screen from bending allowing flow through of contaminants.
      - iii. Use multiple layers of screen to improve micron level of filtration.
      - iv. Place baffles in hydraulic tank to create areas where heavy material can effectively drop out of the oil.
    - 2.2.3 Add a “Kidney loop” to the hydraulic tank that allows a separate pump to filter baler oil outside hours of operation.
    - 2.2.4 Add filters at suction and discharge side of hydraulic system that allows for removal of debris caught in filters from the system.
    - 2.2.5 Redesign door to ensure debris cannot be pushed into cylinder including but not limited to:
      - i. Mount cylinder to the top of the door raising the cylinder above garbage.
      - ii. Build guide into the door to resolve issues related to getting garbage in cylinder a getting door unstuck, and having to go inside the baler to get door unstuck.
    - 2.2.6 Add longer ejection cylinder to allow for baler to be evacuated at the end of the day as originally specified.
    - 2.2.7 Change valve system to eliminate pressure distribution problems.
    - 2.2.8 Add system to eliminate stuck bales; see attachments for examples.
    - 2.2.9 Eliminate the need to disassemble the baler to replace the wear plates.
  - 2.3 Phase Three – Six Month Monitoring Period
    - 2.3.1 Provide & Test Hydraulic Oil Flushing Program and Replace Oil with New
    - 2.3.2 Provide & Test Wet Garbage Programming
    - 2.3.3 Provide Copy of Programming on a Card
- 3.0 NORTH BALER FIX
  - 3.1 Phase One – Complete Assembly & Replace Wear Plates
  - 3.2 Phase Two – Filtering Service & Start Up
  - 3.3 Phase Three – Redesign for Long Term Operation
    - 3.3.1 Remove and replace programming to match hydraulic matrix including but not limited to:
      - i. Insure travel rods work as intended in the programming or remove and refund.
      - ii. Add a kill switch program to shut down system when over pressure or temperature occurs

- iii. Add function to program to see on operator screen the pressure at manifold, gather cylinder, eject cylinder and door cylinder
- 3.3.2 Redesign screens in hydraulic tank including but not limited to:
  - i. Insure screen fits snugly on all sides of the tank.
  - ii. Add radius corners to prevent the screen from bending allowing flow through of contaminants.
  - iii. Use multiple layers of screen to improve micron level of filtration.
  - iv. Place baffles in hydraulic tank to create areas where heavy material can effectively drop out of the oil.
- 3.3.3 Add a "Kidney loop" to the hydraulic tank that allows a separate pump to filter baler oil outside hours of operation.
- 3.3.4 Add filters at suction and discharge side of hydraulic system that allows for removal of debris caught in filters from the system.
- 3.3.5 Redesign door to ensure debris cannot be pushed into cylinder including but not limited to:
  - i. Mount cylinder to the top of the door raising the cylinder above garbage.
  - ii. Build guide into the door to resolve issues related to getting garbage in cylinder a getting door unstuck, and having to go inside the baler to get door unstuck.
- 3.3.6 Add longer ejection cylinder to allow for baler to be evacuated at the end of the day as originally specified.
- 3.3.7 Change valve system to eliminate pressure distribution problems.
- 3.3.8 Add system to eliminate stuck bales; see attachments for examples.
- 3.3.9 Eliminate the need to disassemble the baler to replace the wear plates.
- 3.4 Phase Four – Six Month Monitoring Period
  - 3.4.1 Provide & Test Hydraulic Oil Flushing Program and Replace Oil with New
  - 3.4.2 Provide & Test Wet Garbage Programming
  - 3.5.3 Provide Copy of Programming on a Card

List of Exhibits

- Exhibit A Harris Filtering Service
- Exhibit B Harris Start Up Report

**Harris Waste Management Group, Inc.  
One (1) Year Limited Warranty**

This Limited Warranty only applies to Vertical, Horizontal and 2-Ram balers hereafter, the EQUIPMENT, manufactured by Harris Waste Management Group, Inc. hereafter, the COMPANY.

Subject to the terms and conditions herein, the COMPANY warrants to the original PURCHASER that the EQUIPMENT listed hereto will be free from manufacturing defects in materials and workmanship performed by the COMPANY, for a period commencing the date the EQUIPMENT is placed in service or thirty (30) days after shipment of the EQUIPMENT whichever occurs first, or thirty (30) days after the date it could have been shipped in case shipping is delayed by factors or conditions which are not the responsibility of the COMPANY, and extending for a period of one (1) year, or two thousand (2,000) hours use of the EQUIPMENT whichever occurs first. Specifically EXCLUDED from this warranty are normal wear and maintenance items (including but not limited to: liners, filters, fuses, wear strips, o-rings and routine adjustments).

Subject to the terms and conditions herein, for EQUIPMENT and/or components that are manufactured for and/or by a third party that the COMPANY'S warranty to the original PURCHASER shall be limited to the terms, conditions, limitations and exclusions as set forth by the third party manufacturer of said EQUIPMENT or component.

The COMPANY will provide labor for repairs or replacement of defective part or component for a period of the first ninety (90) days or the first five hundred (500) hours, whichever occurs first, of the warranty period to the original PURCHASER. Labor during the remainder of the warranty period described above will be provided at the standard rates charged by the COMPANY for service work, contingent upon prior written authorization, to perform the warranty work by the COMPANY to the PURCHASER.

The foregoing notwithstanding, the following conditions shall void the warranty: (1) The EQUIPMENT, or any part thereof, has been subjected to accident, negligence, improper operation or maintenance, alteration, modification, abuse or misuse, or to damage caused by unauthorized or improper repairs, or failure to read, view or follow prescribed or reasonable operation, safety and maintenance instructions, or failure to replace worn parts in a timely manner; (2) the EQUIPMENT has been subjected to operating conditions beyond that for which it was designed; (3) the EQUIPMENT has processed materials for which it was not specifically designed to process; (4) the PURCHASER fails to notify the COMPANY promptly in writing of any alleged defects within the aforementioned warranty period; or (5) in the event the EQUIPMENT is not: (a) operated by fully-trained, competent personnel; (b) maintained in good operating condition using approved components and service techniques and instructions applied by competent maintenance personnel; or (c) marked with all warnings, decals and/or instructions attached to the EQUIPMENT.

The COMPANY and the PURCHASER expressly agree that the COMPANY'S obligations are limited solely to the COMPANY'S choice of repair or replacement (F.O.B. point of manufacture) of any defective part, component or workmanship, or alternatively, refund of the purchase price of any part or component. Any such refunded or replaced parts shall be promptly returned by the PURCHASER to the COMPANY, (F.O.B. PURCHASER'S site) if so requested by the COMPANY. Any labor to replace a defective part or component is not included under the terms of this limited warranty. It is expressly agreed that the remedies provided in this Limited Warranty are the exclusive remedies for the PURCHASER or third parties without the advance written authorization by the COMPANY.

It is expressly agreed by the parties signing this agreement that: (1) The COMPANY makes no guarantees or warranties of any nature except as stated in this agreement; (2) **THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED AND NEGATED;** (3) that the COMPANY'S liability is expressly limited to and the PURCHASER'S sole exclusive remedies are those stated in this agreement; and (4) that the COMPANY shall never be liable for incidental, indirect, or consequential damages of any nature, including without limitation, loss of production, loss of product, loss of operating supplies, or loss of revenues, profits or income in connection with the purchases, operation or use of the EQUIPMENT.

\*Harris equipment has been provided with a modem (exception is verticals) to enable remote connection by our service department to diagnose and resolve problems with Purchaser's equipment as quickly and cost effectively as possible. Harris encourages Purchaser to benefit from this service by providing a phone or ethernet line to the equipment. If Purchaser of the equipment elects not to provide the remote connection (which prevents Harris from diagnosing and solving equipment problems remotely) the Purchaser will be charged for expenses incurred to have an authorized Harris service technician to visit Purchaser's site. "

In the event of any deviation from this specific written warranty, such deviation shall not alter any other terms of the warranty. The COMPANY reserves the right to make improvements and changes in the design and/or specification for its EQUIPMENT without notification and without incorporating the changes in the EQUIPMENT on order or delivered.

Baxley Operations  
340 Jekyll Road  
Baxley, GA 31513  
1-800-447-3526  
1-912-367-4661  
1-912-367-5227 fax

Cordele Operations  
315 West 12th. Ave  
Cordele, GA 31015  
1-800-468-5657  
1-229-273-2500  
1-229-273-8877 fax

Harris UK Operations  
Unit 11  
Malmesbury Business Park  
Malmesbury  
Wiltshire SN16 9JU, UK  
44 (0) 1666-829494  
44 (0) 1666-826663 fax



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING AN AGREEMENT  
WITH HARRIS WASTE MANAGEMENT GROUP, INC.

WHEREAS, the City has raised issues with the operation of balers manufactured by Harris Waste Management Group, Inc. ("Harris") which are used in the City's landfill operations; and

WHEREAS, Harris desires to address these issues by and through an agreement with the City detailing the steps to be taken to rectify these issues; and,

WHEREAS, the City and Harris have developed an agreement for resolution of these issues which has been approved by Harris.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, an agreement with Harris Waste Management Group, Inc. for the resolution of the issues being experienced by the City in the use of the above described balers.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING  
A Municipal Corporation

\_\_\_\_\_  
V. H. McDonald  
City Clerk

\_\_\_\_\_  
Paul L. Meyer  
Mayor