

# City of Cody City Council

## AGENDA

Tuesday, December 3, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

Meeting Place: City Hall – Council Chambers – 1338 Rumsey Avenue, Cody, WY

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Agenda Review and Approval

Mayor's Recognitions and Announcements

1. Consent Calendar: All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
  - a. Approve Minutes of the Special Meeting from 11/14/13 and Regular Meeting from 11/19/13.
  - b. Approve Vouchers and Payroll in the amount of \$611,944.79.
  - c. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Experience Works for the purpose of a joint engagement in the Senior Community Service Employment Program (SCSEP).
  - d. Consider entering into a Project Development and Administration Agreement between the City of Cody, Forward Cody and the Schmidt Lee Institute of Surgical Anatomy, LLC and authorize the Mayor to sign agreement contingent upon review and approval by the City Attorney.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
4. Conduct of Business
  - a. Approve the revised Revenue Recapture Plan for the Wyoming Business Council Schmidt Lee Grant Project and authorize the Mayor to sign the revised document.  
Staff Reference: Jenni Rosencranse, City Administrator  
Spokesperson: James Klessens, Forward Cody
5. Tabled Items
6. Matters from Staff Members or Council Members

**City of Cody**  
**Council Proceedings**  
**Thursday, November 14, 2013**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, November 14, 2013 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Jerry Fritz, Bryan Edwards, Landon Greer, Steve Miller and Stan Wolz, City Administrator, Jenni Rosencranse, City Attorney, Scott Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: None

Mayor Brown called the meeting to order at 4:15

Council Member Miller made a motion seconded by Council Member Fritz to enter into an Executive Session at 4:16 p.m. to discuss potential litigation and personnel matters pursuant to Wyoming State Statute 16-4-405 and Wyoming State Statute 16-4-405 (a)(x). Vote was unanimous. Council Member Miller made a motion seconded by Council Member Fritz to exit the Executive Session at 5:10 p.m. Vote was unanimous.

Council Members Miller, Greer and Mayor Brown were appointed to the Tree Ordinance Committee.

Council Members Edwards, Anderson and Fritz were appointed to the Audit Committee and scheduled Friday, December 6<sup>th</sup> for the audit review.

Jenni Rosencranse, City Administrator provided the Governing Body with historical information on the audit and the annual request for proposal. Staff was directed to do a RFP.

Mayor Brown updated the Governing Body on the Joint City/County Governmental meeting that was held in Powell on Wednesday, November 13<sup>th</sup>.

Staff fielded questions regarding the November 17, 2013 agenda. No action was taken.

There being no further business to come before the Council, Mayor Brown adjourned the meeting at 6:10 p.m.

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Cynthia Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Tuesday, November 19, 2013**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, November 19, 2013 at 7:00 p.m.

Present: Council President Steve Miller, Council Members Donny Anderson, Bryan Edwards, Landon Greer, and Stan Wolz, Acting City Administrator Rick Manchester, City Attorney Scott Kolpitzke and Administrative Services Officer, Cindy Baker.

Absent: Mayor Nancy Tia Brown

Council President Miller called the meeting to order at 7:00 p.m.

Council Member Fritz made a motion seconded by Council Member Greer to approve the agenda as amended adding to the consent calendar, item g, to authorize the Mayor to sign the Temporary Shutdown Order as it relates to the 16<sup>th</sup> Street Storm Drain Improvements Project. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Wolz to approve the consent calendar as amended including approval of Minutes of the Regular Meeting from 11/5/13; approve the change in dispensing room for Good 2 Go Stores LLC located at 221 Yellowstone Ave. contingent upon the completion of building modifications; authorize the Mayor to enter into and sign an Agreement between the City of Cody and the Mountain Spirit Habitat for Humanity regarding the Mountain Spirit Addition CDBG Project through the Wyoming Business Council contingent up on review and approval by the City Attorney; nominate Jim Wilson from Sheridan for a three year appointment on the LGLP Board for the Member-at Large, and nominate James Hudelson, Goshen County Commissioner for a three year appointment to the LGLP Board for the County Commissioner position; authorize the Mayor to sign a letter to AT&T and Md7 in reference to the Cell Tower Lease Agreement Proposal; authorize the Mayor to sign the Professional Tree Trimming Services Contract with Arbor Solutions Tree Care; authorize the Mayor to sign the Temporary Shutdown Order as it relates to the 16<sup>th</sup> Street Storm Drain Improvements Project. Vote was unanimous.

At 7:03 pm Council President Miller began the public hearing to determine if it is in the public interest to apply for a \$696,680 grant from the Wyoming Business Council Business Committed Program to construct a 3,040 square foot medical laboratory/teaching center for the Schmidt Lee Institute of Surgical Anatomy. James Klessens, Forward Cody provided an overview on this project. After calling for comments three times and there being none, Council President Miller closed the public hearing at 7:16 pm.

Council Member Fritz made a motion seconded by Council Member Wolz to approve vouchers and payroll in the amount of \$1,430,674.40. Council Member Greer recused himself from the vote. Vote was unanimous.

**RESOLUTION 2013-19 AS AMENDED**

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE WYOMING BUSINESS COUNCIL-BUSINESS READY COMMUNITIES FOR A BUSINESS COMMITTED GRANT TO ASSIST IN THE DEVELOPMENT OF A MEDICAL LABORATORY FOR THE SCHMIDT LEE INSTITUTE OF SURGICAL ANATOMY.** Council Member Fritz made a motion seconded by Council Member Anderson to approve Resolution 2013-19 as amended. Vote was unanimous.

There being no further business, Council President adjourned the meeting at 7:22 pm

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Cindy Baker  
Administrative Services Officer

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Steve Miller  
Council President

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>A &amp; I DISTRIBUTORS</b>							
<b>127557</b>							
	2402246	OIL	11/20/2013	653.40	653.40	12/04/2013	15W40
	2402246	OIL	11/20/2013	470.25	470.25	12/04/2013	10W30
	2402246	antifreeze, extended life	11/20/2013	104.28	104.28	12/04/2013	ANTIFREEZE
Total 127557:				1,227.93	1,227.93		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	269183	OLIVE GLENN PH 1	11/06/2013	7.85	7.85	12/04/2013	
	269231	SHOP SUPPLIES	11/07/2013	3.99	3.99	12/04/2013	
	269240	SHELF - MEMORIAL VAULT	11/07/2013	3.29	3.29	12/04/2013	
	269273	LIGHT BULBS	11/08/2013	47.98	47.98	12/04/2013	
	269452	SAFETY SUPPLIES	11/12/2013	3.99	3.99	12/04/2013	
	269515	BRASS PLUG	11/12/2013	3.79	3.79	12/04/2013	
	269536	MATERIAL & SUPPLIES	11/13/2013	17.98	17.98	12/04/2013	
	269727	TIMER FOR X-MAS LIGHTS	11/15/2013	6.99	6.99	12/04/2013	
	269967	WEED BURNER REPAIRS	11/20/2013	17.99	17.99	12/04/2013	
Total 2390:				113.85	113.85		
<b>ACKER ELECTRIC</b>							
<b>270</b>							
	29463	REPLACE BREAKERS - AUDITO	10/24/2013	61.12	61.12	12/04/2013	
Total 270:				61.12	61.12		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	11017	CYCLE 1 OUTSOURCE BILLS	11/13/2013	390.19	390.19	12/04/2013	
	11027	CYCLE 2 OUTSOURCE BILLS	11/19/2013	179.05	179.05	12/04/2013	
Total 129162:				569.24	569.24		
<b>ALBERTSONS</b>							
<b>430</b>							
	015076	TURTLE TALES - AQUATICS PR	11/15/2013	2.08	2.08	12/04/2013	
Total 430:				2.08	2.08		
<b>ALSCO</b>							
<b>126551</b>							
	974529	TOWELS & RUGS - REC CENTE	11/11/2013	126.04	126.04	12/04/2013	
	976338	TOWELS	11/18/2013	50.03	50.03	12/04/2013	
	976358	RUGS - CITY HALL	11/18/2013	52.69	52.69	12/04/2013	
	976359	RUGS - AUDITORIUM	11/18/2013	176.23	176.23	12/04/2013	
Total 126551:				404.99	404.99		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	02485472	WELDING SUPPLIES	11/04/2013	102.10	102.10	12/04/2013	
	02498953	WEED BURNER GAUGE	11/20/2013	12.73	12.73	12/04/2013	
Total 128592:				114.83	114.83		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>BAREFOOT, CHRISTOPHER</b>							
<b>129877</b>							
	111413	RESTITUTION FROM MC-1306-0	11/14/2013	50.00	50.00	12/04/2013	
Total 129877:				50.00	50.00		
<b>BIG HORN PAINT</b>							
<b>1180</b>							
	0059760	PAINT / BRUSH	10/01/2013	63.18	63.18	12/04/2013	
	0060161	PAINT THINNER	11/14/2013	22.39	22.39	12/04/2013	
	0060194	HANDICAP BLUE PAING	11/18/2013	35.98	35.98	12/04/2013	
Total 1180:				121.55	121.55		
<b>BIG HORN RADIO NETWORK</b>							
<b>1185</b>							
	CC-113102328	REC CENTER - MARKETING / A	10/31/2013	153.00	153.00	12/04/2013	
	MCC-1131023	REC CENTER - MARKETING / A	10/31/2013	255.00	255.00	12/04/2013	
Total 1185:				408.00	408.00		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	9831	MATERIAL & SUPPLIES	11/06/2013	371.12	371.12	12/04/2013	
Total 1210:				371.12	371.12		
<b>BLACKSTONE, ADRIANNE</b>							
<b>129879</b>							
	11180028	REFUND UTILITY DEPOSIT	11/19/2013	49.18	49.18	12/04/2013	
Total 129879:				49.18	49.18		
<b>BLANKENSHIP QUALITY CONCRETE</b>							
<b>1320</b>							
	546	CONCRETE	11/05/2013	18,972.08	18,972.08	12/04/2013	
	546	CONCRETE	11/05/2013	2,073.62	2,073.62	12/04/2013	
	546	CONCRETE	11/05/2013	2,011.72	2,011.72	12/04/2013	
Total 1320:				23,057.42	23,057.42		
<b>BLOEDORN LUMBER</b>							
<b>1590</b>							
	1411058	CEILING TILE FOR MECHANICS	11/06/2013	38.72	38.72	12/04/2013	
	1411528	MATERIALS FOR STREET SHO	11/06/2013	18.27	18.27	12/04/2013	
	1426017	SUPPLIES	11/15/2013	59.88	59.88	12/04/2013	
Total 1590:				116.87	116.87		
<b>BLUE CROSS BLUE SHIELD OF WY</b>							
<b>1360</b>							
	111813	INSURANCE PREMIUMS	11/18/2013	115,900.11	115,900.11	12/04/2013	
Total 1360:				115,900.11	115,900.11		
<b>BOBCAT OF BIG HORN BASIN, INC.</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128623							
	7636	BOBCAT REPAIR G03	11/14/2013	54.52	54.52	12/04/2013	
	7663	BOBCAT REPAIR G03	11/18/2013	54.96	54.96	12/04/2013	
	7684	EQUIPMENT REPAIR	11/20/2013	171.34	171.34	12/04/2013	
Total 128623:				280.82	280.82		
<b>BOONE'S MACHINE SHOP</b>							
<b>1400</b>							
	056137	DUST CAP	11/15/2013	3.93	3.93	12/04/2013	
Total 1400:				3.93	3.93		
<b>BOOT BARN, INC</b>							
<b>128267</b>							
	156054	COATS - UNIFORMS	11/15/2013	505.45	505.45	12/04/2013	
	156054	COATS - UNIFORMS	11/15/2013	114.99	114.99	12/04/2013	
Total 128267:				620.44	620.44		
<b>BORDER STATES INDUSTRIES INC</b>							
<b>1420</b>							
	906507421	Meter F8S/9S Alpha Plus dmd me	11/08/2013	1,866.00	1,866.00	12/04/2013	MTR9SALPD
Total 1420:				1,866.00	1,866.00		
<b>BRUER, MARILYN</b>							
<b>126197</b>							
	315390	REC CENTER REFUND	10/16/2013	100.00	100.00	12/04/2013	
Total 126197:				100.00	100.00		
<b>BUELL, JERRY</b>							
<b>127780</b>							
	7174025	REFUND UTILITY CREDIT BALA	11/04/2013	59.01	59.01	12/04/2013	
Total 127780:				59.01	59.01		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	16980	CO2 REPAIRS	11/19/2013	1.90	1.90	12/04/2013	
Total 1690:				1.90	1.90		
<b>CAUCUTT, MARY</b>							
<b>129590</b>							
	111413	RESTITUTION FORM MC-1210-0	11/14/2013	71.96	71.96	12/04/2013	
Total 129590:				71.96	71.96		
<b>CELLEBRITE USA, CORP.</b>							
<b>128777</b>							
	133747	UFED UPGRADE / SUPPORT 1	10/29/2013	1,099.00	1,099.00	12/04/2013	
Total 128777:				1,099.00	1,099.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CENTURY LINK</b>							
<b>10091</b>							
	110113	PHONE CHARGES - PARKS	11/01/2013	83.78	83.78	12/04/2013	
	110113	PHONE CHARGES - AUDITORIUM	11/01/2013	108.12	108.12	12/04/2013	
	110113	PHONE CHARGES - W WATER	11/01/2013	50.73	50.73	12/04/2013	
	110113	PHONE CHARGES - EL	11/01/2013	73.56	73.56	12/04/2013	
	110113	PHONE CHARGES - STREETS	11/01/2013	127.33	127.33	12/04/2013	
	110113	PHONE CHARGES - VM	11/01/2013	32.80	32.80	12/04/2013	
	110113	PHONE CHARGES - WATER	11/01/2013	19.29	19.29	12/04/2013	
	110113	PHONE CHARGES - RECYCLE	11/01/2013	36.78	36.78	12/04/2013	
	110113	PHONE CHARGES - ADMIN	11/01/2013	639.04	639.04	12/04/2013	
Total 10091:				1,171.43	1,171.43		
<b>CHARTER</b>							
<b>129861</b>							
	111813	INTERNET - SHOP	01/11/1983	47.46	47.46	12/04/2013	
	111813	INTERNET - SHOP	01/11/1983	12.22	12.22	12/04/2013	
	111813	INTERNET - SHOP	01/11/1983	7.19	7.19	12/04/2013	
	111813	INTERNET - SHOP	01/11/1983	5.03	5.03	12/04/2013	
	112213	INTERNET - EL SHOP (2 MONT	12/04/2013	112.85	112.85	12/04/2013	
	112213	INTERNET - PD	12/04/2013	57.90	57.90	12/04/2013	
	112213	INTERNET - CITY HALL	12/04/2013	79.90	79.90	12/04/2013	
Total 129861:				322.55	322.55		
<b>CITY OF CODY</b>							
<b>2260</b>							
	111513	UTILITIES	11/15/2013	456.15	456.15	12/04/2013	
	111513	UTILITIES	11/15/2013	101.58	101.58	12/04/2013	
	112213	UTILITIES	11/22/2013	2,653.55	2,653.55	12/04/2013	
	112213	UTILITIES	11/22/2013	104.62	104.62	12/04/2013	
	112213	UTILITIES	11/22/2013	1,150.57	1,150.57	12/04/2013	
	112213	UTILITIES	11/22/2013	4,747.87	4,747.87	12/04/2013	
	112213	UTILITIES - REC CENTER	11/22/2013	2,945.15	2,945.15	12/04/2013	
	112213	UTILITIES - REC CENTER	11/22/2013	8,835.48	8,835.48	12/04/2013	
	112213	UTILITIES	11/22/2013	1,169.44	1,169.44	12/04/2013	
	112213	UTILITIES	11/22/2013	301.22	301.22	12/04/2013	
	112213	UTILITIES	11/22/2013	177.18	177.18	12/04/2013	
	112213	UTILITIES	11/22/2013	124.01	124.01	12/04/2013	
	112213	UTILITIES	11/22/2013	62.08	62.08	12/04/2013	
	112213	UTILITIES	11/22/2013	1,356.74	1,356.74	12/04/2013	
	112213	UTILITIES	11/22/2013	1,018.29	1,018.29	12/04/2013	
	112213	UTILITIES	11/22/2013	479.51	479.51	12/04/2013	
	112213	UTILITIES	11/22/2013	4,369.74	4,369.74	12/04/2013	
Total 2260:				30,053.18	30,053.18		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1498392-00	Conduit, 4" PVC - 3' radius 90	11/06/2013	211.33	211.33	12/04/2013	CONPVC490
	1498392-00	OLIVE GLENN PH 1 SUPPLIES	11/06/2013	16.47	16.47	12/04/2013	
	1500262-00	SERVICE REPAIR	11/12/2013	16.11	16.11	12/04/2013	
	1501585-00	REPLACE FAULTY GFCI	11/15/2013	40.50	40.50	12/04/2013	
	1502309-00	OLIVE GLENN PHASE II	11/19/2013	129.69	129.69	12/04/2013	
	1502615-00	STREET LIGHT REPAIRS	11/19/2013	203.04	203.04	12/04/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 3300:				617.14	617.14		
<b>CUMMINS - ROCKY MT LLC</b>							
<b>123018</b>							
	950-25740	CUMMINS COMPUTER SUPPOR	11/20/2013	615.00	615.00	12/04/2013	
Total 123018:				615.00	615.00		
<b>DELL MARKETING</b>							
<b>3520</b>							
	XJ8CT4T95	SPEAKERS FOR COMPUTERS	11/13/2013	135.12	135.12	12/04/2013	
	XJ8CT4T95	SPEAKERS FOR COMPUTERS	11/13/2013	16.89	16.89	12/04/2013	
	XJ8CT88T2	COMPUTER DOCK FOR LAPTO	11/13/2013	149.99	149.99	12/04/2013	
	XJ8CX9T48	MONITORS	11/13/2013	3,156.85	3,156.85	12/04/2013	
	XJ8D3PX36	FIREWALL - REC CENTER	11/13/2013	1,574.24	1,574.24	12/04/2013	
	XJ8D89926	COMPUTERS	11/14/2013	6,315.15	6,315.15	12/04/2013	
	XJ8DPC737	COMPUTERS	11/15/2013	9,234.40	9,234.40	12/04/2013	
	XJ8FFD88	BATTERY BACKUPS	11/18/2013	718.50	718.50	12/04/2013	
Total 3520:				21,301.14	21,301.14		
<b>DIVISION OF VICTIM'S SERVICES</b>							
<b>124470</b>							
	111413	CRIME VICTIM'S COMP - OCT 2	11/14/2013	215.70	215.70	12/04/2013	
Total 124470:				215.70	215.70		
<b>DLT SOLUTIONS INC</b>							
<b>3740</b>							
	4322003	AUTO CAD SUBSCRIPTION	11/18/2013	156.75	156.75	12/04/2013	
Total 3740:				156.75	156.75		
<b>DOTY &amp; SONS CONCRETE</b>							
<b>3810</b>							
	60796	TRASH CONTAINER TOPS	11/04/2013	1,014.00	1,014.00	12/04/2013	
Total 3810:				1,014.00	1,014.00		
<b>DOUG ANDRUS DISTRIBUTING INC</b>							
<b>3820</b>							
	0552266	SALT	10/29/2013	3,133.58	3,133.58	12/04/2013	
Total 3820:				3,133.58	3,133.58		
<b>DUNLAP, MELISSA</b>							
<b>129884</b>							
	14136044	REFUND CREDIT BALANCE	11/22/2013	16.17	16.17	12/04/2013	
Total 129884:				16.17	16.17		
<b>EAGLE OF CODY PRINTING</b>							
<b>123442</b>							
	111413	A/P CHECKS	11/14/2013	184.00	184.00	12/04/2013	



Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123442:				184.00	184.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	3277691	PEST CONTROL - REC CENTER	11/11/2013	61.00	61.00	12/04/2013	
	3277691	PEST CONTROL - REC CENTER	11/11/2013	61.00	61.00	12/04/2013	
	3277692	PEST CONTROL - AUDITORIUM	11/11/2013	70.00	70.00	12/04/2013	
Total 128686:				192.00	192.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	111313	UTILITIES	11/13/2013	214.37	214.37	12/04/2013	
	111313	UTILITIES	11/13/2013	1,049.35	1,049.35	12/04/2013	
	111313	UTILITIES	11/13/2013	716.61	716.61	12/04/2013	
	111313	UTILITIES	11/13/2013	264.38	264.38	12/04/2013	
	120413	UTILITIES	12/04/2013	741.65	741.65	12/04/2013	
	120413	UTILITIES	12/04/2013	191.04	191.04	12/04/2013	
	120413	UTILITIES	12/04/2013	112.37	112.37	12/04/2013	
	120413	UTILITIES	12/04/2013	78.65	78.65	12/04/2013	
	120413	UTILITIES	12/04/2013	211.66	211.66	12/04/2013	
Total 2630:				3,580.08	3,580.08		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY50642	SHOP SUPPLIES - XMAS DECO	11/05/2013	50.20	50.20	12/04/2013	
	WYCDY50823	SHOP TOOLS (10' LADDER)	11/15/2013	213.83	213.83	12/04/2013	
	WYCDY50826	GRINDING DISCS WELDING BO	11/15/2013	121.76	121.76	12/04/2013	
	WYCDY50844	EAR PLUGS	11/18/2013	37.10	37.10	12/04/2013	
Total 126018:				422.89	422.89		
<b>FINCHER, CATHERINE</b>							
<b>129878</b>							
	111413	RESTITUTION FROM MC-1308-0	11/14/2013	250.00	250.00	12/04/2013	
Total 129878:				250.00	250.00		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	111313	COMMUNITY FUNDING ALLOCA	11/13/2013	5,635.50	5,635.50	12/04/2013	
Total 127450:				5,635.50	5,635.50		
<b>GARY'S VACUUM &amp; STAMPS</b>							
<b>4480</b>							
	93881	INVENTORY TAGS	11/04/2013	15.00	15.00	12/04/2013	
Total 4480:				15.00	15.00		
<b>GEORGE, KEN</b>							
<b>128482</b>							
	14327035	REFUND CREDIT BALANCE	11/14/2013	7.30	7.30	12/04/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128482:				7.30	7.30		
<b>GUITARS &amp; AMPS</b>							
<b>129883</b>							
	9994	SPIN ROOM EQUIPMENT	11/05/2013	494.99	494.99	12/04/2013	
Total 129883:				494.99	494.99		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	124090	ASPHALT	10/28/2013	21,532.50	21,532.50	12/04/2013	
	124090	ASPHALT	10/28/2013	3,387.45	3,387.45	12/04/2013	
	PAY EST 3	16TH ST STORM DRAIN - PAY E	11/22/2013	94,473.75	94,473.75	12/04/2013	
	RETAINAGE 3	16TH ST STORM DRAIN - RETAI	11/22/2013	10,497.09	10,497.09	12/04/2013	
Total 4780:				129,890.79	129,890.79		
<b>HARTWIG, STARLYNN</b>							
<b>129002</b>							
	14205017	REFUND UTILITY DEPOSIT	11/14/2013	256.31	256.31	12/04/2013	
Total 129002:				256.31	256.31		
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>							
	2407176-00	Elbow, 1/0 strd 200 amp	11/01/2013	353.72	353.72	12/04/2013	ELB1/0200
	2407176-00	GEE PROJECT	11/01/2013	139.62	139.62	12/04/2013	
	2408169-00	WIRE - OLIVE GLENN PH II	11/01/2013	225.78	225.78	12/04/2013	
Total 6730:				719.12	719.12		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	G347924-1	MATERIAL & SUPPLIES	11/04/2013	141.00	141.00	12/04/2013	
	G348254-1	MATERIAL & SUPPLIES	11/08/2013	28.88	28.88	12/04/2013	
	G350226-1	MATERIAL & SUPPLIES	11/08/2013	25.25	25.25	12/04/2013	
Total 128769:				195.13	195.13		
<b>HOVLAND, BILL</b>							
<b>128911</b>							
	1112133332	WINDSHEILD TOOL	11/12/2013	395.00	395.00	12/04/2013	
Total 128911:				395.00	395.00		
<b>HUNDER, MELINDA</b>							
<b>129864</b>							
	111313	VOLLEYBALL REFEREE	11/13/2013	12.50	12.50	12/04/2013	
Total 129864:				12.50	12.50		
<b>ICMA</b>							
<b>123988</b>							
	526754	ICMA DUES - JENNI ROSENCR	11/19/2013	806.37	806.37	12/04/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123988:				806.37	806.37		
<b>KOONS, JOHN H</b>							
<b>129498</b>							
	111413	RESTITUTION FROM MC-1205-0	11/14/2013	50.00	50.00	12/04/2013	
Total 129498:				50.00	50.00		
<b>LAWRENCE LAND LLC</b>							
<b>129880</b>							
	13142513	REFUND UTILITY DEPOSIT	11/18/2013	169.92	169.92	12/04/2013	
Total 129880:				169.92	169.92		
<b>LONG BUILDING TECH INC</b>							
<b>125191</b>							
	SRVCE006405	BEARINGS ON AHU #1 MOTOR	11/05/2013	1,192.22	1,192.22	12/04/2013	
Total 125191:				1,192.22	1,192.22		
<b>MARTIN, KELLI</b>							
<b>123144</b>							
	111313	VOLLEYBALL REFEREE	11/13/2013	87.50	87.50	12/04/2013	
Total 123144:				87.50	87.50		
<b>MOUNTAIN WEST SCREEN PRINTERS</b>							
<b>6930</b>							
	50310	YOUTH SOCCER	09/10/2013	341.91	341.91	12/04/2013	
	50316	UNIFORMS - EL	09/11/2013	79.00	79.00	12/04/2013	
Total 6930:				420.91	420.91		
<b>NATIONAL PRODUCTS INC</b>							
<b>129881</b>							
	13-75941	VEHICLE MOUNTS - IPADS	11/05/2013	5,502.42	5,502.42	12/04/2013	
Total 129881:				5,502.42	5,502.42		
<b>NELSON, ELYSA</b>							
<b>129865</b>							
	111313	VOLLEYBALL REFEREE	11/13/2013	62.50	62.50	12/04/2013	
Total 129865:				62.50	62.50		
<b>NORTHERN GARDENS</b>							
<b>7340</b>							
	068460	TREE PLANTING	10/07/2013	140.00	140.00	12/04/2013	
Total 7340:				140.00	140.00		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	1201098-4	3/4" FIP ball valve w/lockwing	11/11/2013	350.28	350.28	12/04/2013	1140-W
	1201098-4	2" FIP ball valve w/lockwing	11/11/2013	265.34	265.34	12/04/2013	1143-W

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7400:				615.62	615.62		
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
	33503	WYOMING ONE CALL	11/08/2013	31.00	31.00	12/04/2013	
	33503	WYOMING ONE CALL	11/08/2013	31.00	31.00	12/04/2013	
	33503	WYOMING ONE CALL	11/08/2013	31.00	31.00	12/04/2013	
Total 127665:				93.00	93.00		
<b>OWEN, DON</b>							
<b>125181</b>							
	111313	VOLLEYBALL REFEREE	11/13/2013	162.50	162.50	12/04/2013	
Total 125181:				162.50	162.50		
<b>PHARR, CHARLES</b>							
<b>129882</b>							
	3266031	REFUND CREDIT BALANCE	11/14/2013	34.83	34.83	12/04/2013	
Total 129882:				34.83	34.83		
<b>QUICK DRAW PRODUCTIONS</b>							
<b>129853</b>							
	170301.16	REFUND CREDIT BALANCE	11/14/2013	25.74	25.74	12/04/2013	
Total 129853:				25.74	25.74		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	111513	UTILITIES	11/15/2013	41.41	41.41	12/04/2013	
	111513	UTILITIES	11/15/2013	258.86	258.86	12/04/2013	
Total 7570:				300.27	300.27		
<b>RULE STEEL TANKS, INC</b>							
<b>129045</b>							
	0014711-IN	1 1/2 Yard dumpsters	11/07/2013	3,312.00	3,312.00	12/04/2013	1003-SW
	0014711-IN	SHIPPING	11/07/2013	1,800.00	1,800.00	12/04/2013	
	0014712-IN	1 1/2 Yard dumpsters	11/07/2013	10,960.00	10,960.00	12/04/2013	1003-SW
Total 129045:				16,072.00	16,072.00		
<b>SCHOENING, WILLIAM D</b>							
<b>123147</b>							
	111313	VOLLEYBALL REFEREE	11/13/2013	150.00	150.00	12/04/2013	
Total 123147:				150.00	150.00		
<b>SHERWIN-WILLIAMS COMPANY</b>							
<b>127725</b>							
	5203-3	HYDRANT PAINT	10/30/2013	116.18	116.18	12/04/2013	
Total 127725:				116.18	116.18		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	099543	TONER	11/07/2013	153.99	153.99	12/04/2013	
	099644	SUPPLIES	11/05/2013	167.63	167.63	12/04/2013	
	099711	SUPPLIES	11/13/2013	26.89	26.89	12/04/2013	
	099711	SUPPLIES	11/13/2013	26.89	26.89	12/04/2013	
	099711	SUPPLIES	11/13/2013	26.89	26.89	12/04/2013	
Total 9140:				402.29	402.29		
<b>SPORTSMITH</b>							
<b>126245</b>							
	717375	REPAIRS TO EQUIPMENT	10/29/2013	60.32	60.32	12/04/2013	
Total 126245:				60.32	60.32		
<b>STROUPE PEST CONTROL CO</b>							
<b>9635</b>							
	110113-EL	PEST CONTROL - EL SHOP	11/01/2013	60.00	60.00	12/04/2013	
Total 9635:				60.00	60.00		
<b>THE UPS STORE</b>							
<b>6240</b>							
	002204	EVIDENCE SHIPPING	11/07/2013	9.34	9.34	12/04/2013	
	2160	EVIDENCE SHIPPING	11/06/2013	9.34	9.34	12/04/2013	
	2409	EVIDENCE SHIPPING	11/12/2013	18.68	18.68	12/04/2013	
Total 6240:				37.36	37.36		
<b>TITAN MACHINERY</b>							
<b>128262</b>							
	2485628 GP	FILTER C05	11/04/2013	31.00	31.00	12/04/2013	
Total 128262:				31.00	31.00		
<b>TOLMAN, LEONA</b>							
<b>129885</b>							
	15991016	REFUND UTILITY DEPOSIT	11/22/2013	59.11	59.11	12/04/2013	
Total 129885:				59.11	59.11		
<b>TORCZON, HEIDI</b>							
<b>124440</b>							
	111313	VOLLEYBALL REFEREE	11/13/2013	87.50	87.50	12/04/2013	
Total 124440:				87.50	87.50		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-29378	PERF PIPE - RIVER ACCESS	11/05/2013	64.89	64.89	12/04/2013	
	I-29409	PERF PIPE - RIVER ACCESS	11/08/2013	22.72	22.72	12/04/2013	
	I-29471	MARKING PAINT	11/19/2013	75.60	75.60	12/04/2013	
Total 9980:				163.21	163.21		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>TRITECH FORENSICS</b>							
<b>129645</b>							
	98830	DRUG TEST KIT - SQUAD ROO	11/08/2013	30.93	30.93	12/04/2013	
Total 129645:				30.93	30.93		
<b>US POSTMASTER</b>							
<b>129112</b>							
	111913	2 MONTHS POSTAGE FOR UTIL	11/19/2013	3,700.00	3,700.00	12/04/2013	
Total 129112:				3,700.00	3,700.00		
<b>V F W CLUB</b>							
<b>10150</b>							
	110513	5 X 8 AMERICAN FLAG	11/05/2013	46.00	46.00	12/04/2013	
Total 10150:				46.00	46.00		
<b>V-1 PROPANE</b>							
<b>10180</b>							
	857328	PROPANE - FORKLIFT	10/31/2013	21.11	21.11	12/04/2013	
	857376	PROPANE - BOMB TRAILER	11/07/2013	4.95	4.95	12/04/2013	
Total 10180:				26.06	26.06		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	04231	OFFICE SUPPLIES	11/14/2013	23.94	23.94	12/04/2013	
	09342	TURTLE TALES - AQUATICS	11/15/2013	62.92	62.92	12/04/2013	
Total 10330:				86.86	86.86		
<b>WATCO POOLS</b>							
<b>10370</b>							
	17273	POOL CHEMICALS	11/12/2013	1,097.36	1,097.36	12/04/2013	
Total 10370:				1,097.36	1,097.36		
<b>WATERWORKS INDUSTRIES</b>							
<b>10400</b>							
	123962-00	IPERL CABLES	11/13/2013	729.90	729.90	12/04/2013	
Total 10400:				729.90	729.90		
<b>WCS TELECOM</b>							
<b>124746</b>							
	21461817	LONG DISTANCE	11/01/2013	138.95	138.95	12/04/2013	
Total 124746:				138.95	138.95		
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	765532	SUPPLIES	11/04/2013	218.40	218.40	12/04/2013	
Total 10480:				218.40	218.40		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>WILD WEST CONSTRUCTION</b>							
<b>10615</b>							
	101513	PARKING LOT BEHIND GAMBLE	10/15/2013	3,500.00	3,500.00	12/04/2013	
	101513	PARKING LOT BEHIND GAMBLE	10/15/2013	1,000.00	1,000.00	12/04/2013	
Total 10615:				4,500.00	4,500.00		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	87799	BOBCAT RENTAL	11/05/2013	263.67	263.67	12/04/2013	
Total 10660:				263.67	263.67		
<b>WYOMING ASSN OF MUNICIPALITIES</b>							
<b>10770</b>							
	13272	CITY ADMINISTRATOR CONFE	11/11/2013	312.00	312.00	12/04/2013	
Total 10770:				312.00	312.00		
<b>WYOMING FINANCIAL INSURANCE</b>							
<b>10820</b>							
	65979	PROPERTY INSURANCE - ADDI	11/05/2013	963.00	963.00	12/04/2013	
Total 10820:				963.00	963.00		
<b>WYOMING HOME &amp; RANCH</b>							
<b>129698</b>							
	26923	ANTI FREEZE FOR WINTERIZIN	11/15/2013	35.88	35.88	12/04/2013	
Total 129698:				35.88	35.88		
<b>YANKEE CAR WASH</b>							
<b>128282</b>							
	103113	CAR WASH - EL	10/31/2013	30.00	30.00	12/04/2013	
	103113	CAR WASH - PD	10/31/2013	108.36	108.36	12/04/2013	
	103113	CAR WASH - ADMIN	10/31/2013	22.00	22.00	12/04/2013	
Total 128282:				160.36	160.36		
<b>YATES, JUDY</b>							
<b>129846</b>							
	111413	RESTITUTION FROM MC-1307-0	01/14/2013	500.00	500.00	12/04/2013	
Total 129846:				500.00	500.00		
Grand Totals:				387,250.74	387,250.74		

Payroll 11/20/13 224,694.05

Total 611,944.79

MEETING DATE: DECEMBER 3, 2013  
DEPARTMENT: ADMINISTRATION  
PREPARED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER  
PRESENTED BY: CINDY BAKER,  
ADMINISTRATIVE SERVICES OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **TITLE**

#### **ACTION TO BE TAKEN:**

Authorize Mayor to enter into an agreement with Experience Works for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP) and authorize the Mayor to sign said agreement.

#### **SUMMARY OF INFORMATION:**

As a host agency, the City of Cody would provide participant(s) with orientation to our agency, training, day to day supervision and task/duties consistent with the position in which the participant is assigned to. The Experience Works Senior Community Service Employment Program (SCSEP) provides training, experience supportive services and information participants need to gain self-sufficiency and obtain regular employment while meeting the needs of the local community organizations and employers. Based on employment interest and goals, participants are assigned part-time to qualified nonprofit organizations or government agencies, where they gain hands-on experience. Experience Works pays wages and benefits. Participants must meet the criteria of 55 or older, unemployed and annual family income not more than 125 percent of the established federal poverty income guidelines.

#### **FISCAL IMPACT**

None - as a Host Agency the City agrees to provide meaningful training and work experience in exchange for federally subsidized hours of participants assigned to the City by Experience Works. All aspects associated with wages and benefits are processed by Experience Works.

#### **ALTERNATIVES**

- 1) Sign agreement and participate in program
- 2) Do not participate in program

#### **ATTACHMENTS**

#### **AGENDA & SUMMARY REPORT TO:**

**AGENDA ITEM NO. \_\_\_\_\_**



Name of Host Agency			Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Mailing Address		City	State	Zip
Physical Address		City	State	Zip
Telephone	Fax	Email	FEIN	

- A. PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- B. HOST AGENCY RESPONSIBILITIES:** Host Agency specifically agrees to:
- 1. Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.
  - 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.
  - 3. Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.
  - 4. Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.
  - 5. Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.
  - 6. Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.
  - 7. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
  - 8. Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.
  - 9. Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
  - 10. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing

# SCSEP HOST AGENCY AGREEMENT PART TWO

State \_\_\_\_\_

County \_\_\_\_\_

- C. NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. Host Agency shall immediately report all participant requests for disability accommodation, or any complaints of discrimination or harassment to Experience Works. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.
- D. DRIVING AS PART OF THE ASSIGNMENT:** No participant is authorized to drive as part of his or her assignment without the approval of Experience Works. If participant duties include driving a vehicle owned or operated by Host Agency, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by Host Agency. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- If the participant drives his or her own vehicle as part of his or her assignment duties, the participant must maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the participant. The Host Agency shall also reimburse mileage if the participant drives his or her own vehicle in the performance of a training assignment.
- E. PRIVACY ACT:** All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- F. RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. A notice explaining the allowable and unallowable political activities under the Hatch Act must be posted in every workplace where SCSEP activities are conducted.
- H. LIABILITY OF RESPECTIVE PARTIES:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works' evaluations and assessments of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws, but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.
- I. TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party. Host Agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to Experience Works.
- J. AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE

MEETING DATE: DECEMBER 3, 2013  
DEPARTMENT: ADMINISTRATION  
PREPARED BY: JENNIFER ROSENCRANSE  
CITY ADMINISTRATOR  
PRESENTED BY: JENNIFER ROSENCRANSE,  
CITY ADMINISTRATOR

## **AGENDA ITEM SUMMARY REPORT**

### **Project Development Agreement and Revenue Recapture Plan for the Schmidt Lee Wyoming Business Council Grant Project**

#### **ACTION TO BE TAKEN:**

Approve the revised Revenue Recapture Plan for the Wyoming Business Council Schmidt Lee Grant Project and authorize the Mayor to sign the revised document.

#### **SUMMARY OF INFORMATION:**

At the November 19, 2013 Council Meeting the Governing Body approved a Resolution of Support for the Schmidt Lee Wyoming Business Council Grant Project. Part of that application and project includes a Revenue Recapture Plan and a Project Development Agreement, of which neither was approved at the meeting. Both are standard documents that the Council has approved before in other Wyoming Business Council projects. However, the Revenue Recapture Plan has one change that Forward Cody would like the Council to adopt as we move forward with this project and all projects in the future. The Revenue Recapture Plan now has a paragraph titled "Operations and Maintenance of the Economic Development Program" which assesses a development fee of 1% of the project cost to the applicant (in this case Schmidt Lee) as a direct payment to Forward Cody for developing the project. This fee will help recover the upfront costs that Forward Cody has in getting the project off the ground, including architectural or conceptual design costs, legal fees, staff time, etc.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

#### **ATTACHMENTS**

1. Project Development Agreement for the Schmidt Lee Project
2. Revised Revenue Recapture Plan for Schmidt Lee Project

#### **AGENDA & SUMMARY REPORT TO:**

James Klessens

**AGENDA ITEM NO. \_\_\_\_\_**

## Project Development and Administration Agreement

**THIS AGREEMENT** (this “Agreement”) is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming (“**City of Cody**”), Forward Cody Wyoming, Inc., a Wyoming non-profit corporation (“**Forward Cody**”), and Schmidt Lee Institute of Surgical Anatomy, LLC, a Wyoming limited liability company (“**Schmidt Lee**”).

### RECITALS

(A) The **City of Cody** will apply for a Wyoming Business Ready Communities-Business Committed Grant from the Wyoming Business Council (“**WBC**”) in the amount of six hundred six thousand, six hundred eighty dollars (\$606,680.00) (“**the Grant**”) and will distribute the money from that grant to Forward Cody, pursuant to the terms of that grant and according to state law, to allow Forward Cody to acquire appropriate real property, provide infrastructure improvements, and construct a building on property in the City of Cody, Park County, Wyoming

(B) **Schmidt Lee** is the business committed with respect to the above-described grant; and,

(C) The **City of Cody** and **Forward Cody** are aware that the construction and operation of the **Schmidt Lee** facility would promote the sound economic growth of the Park County, Wyoming area through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in the Park County, Wyoming area, all of which constitute a public purpose, and,

(D) The program under which the grant is given authorizes project administration by a community development organization other than the Grant applicant pursuant to a written agreement between the applicant and the community development organization; and

(E) **Forward Cody** is such a community development organization; and

(F) The complex nature of the project will require significant expenditure of time and resources for project administration; and

(G) **Forward Cody** has significant expertise and knowledge of the project to properly perform the project administration; and,

(H) It is of a definable benefit to the **City of Cody**, in the savings of City resources, and reasonably necessary to the City of Cody, based upon the expertise of **Forward Cody**, that **Forward Cody** administer the project.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### PROJECT DESCRIPTION:

The project involves the construction of a building of approximately three thousand (3,000) square feet (the “Project”) and leasing of the Project to **Schmidt Lee**. The design and development of the Project and the construction thereof will be partially funded by the Grant. The terms and requirements of the Grant agreement are, by this reference, incorporated herein.

## 1. OBLIGATIONS OF **FORWARD CODY**:

- 1.A. **Forward Cody** shall be responsible for all phases of grant management and administration of the Project, including, without limitation, construction of the Project. In this capacity, **Forward Cody** shall, among other things necessary to manage the Project:
- 1.A(i). With the agreement of the **City of Cody**, and **Schmidt Lee**, choose a qualified architectural and engineering firm to develop plans and specifications for the construction of the proposed facility.
  - 1.A(ii). Contract with a party chosen with the agreement of the **City of Cody**, and **Schmidt Lee** to provide the necessary infrastructure improvements and construction of the building.
  - 1.A(iii). Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the project, and shall not hire, contract with, bind itself or otherwise commit Grant money for construction or development of the project until it has consulted with **City of Cody** staff to ensure compliance with state advertising and bidding requirements.
  - 1.A(iv). Keep appropriate and complete records of transactions relative to the Grant.
  - 1.A(v). Keep the **City of Cody** informed of all matters regarding the Project and give regular reports to the **City of Cody** about the Project. Such reports shall be given as often as the **City of Cody** requests and, at the option of the **City of Cody**, may be verbal or written.
  - 1.A(vi). Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of Grant-eligible expenditures for reimbursement to the **City of Cody**.
  - 1.A(vii). Enter into a ten (10) year Building Lease Agreement with **Schmidt Lee** (in a form substantially as set forth on Exhibit “B” hereto) for the continued operation and maintenance of these assets, said lease to charge a basic rental amount of approximately twelve dollars (\$12.00) per square foot per year. Lease payments will be utilized to cover

partial ownership costs of the facility. Any additional monies shall be used in accordance with the Revenue Recapture Plan attached herein as Exhibit “C”.

- 1.B. With respect to the construction costs for the **Project**, **Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.
- 1.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the Grant requirements undertaken by the **City of Cody**.
- 1.D. The **City of Cody** may terminate this agreement for reasonable cause, or for any breach of this agreement by **Forward Cody** or **Schmidt Lee**. **Forward Cody** services shall be deemed to start after all parties have signed this agreement.
- 1.E. **Forward Cody** may not terminate this agreement before the successful completion of this Agreement. Following such completion, **Forward Cody** may terminate this agreement at any time upon giving the **City of Cody** sixty (60) days prior notice.

## 2. OBLIGATIONS OF THE **CITY OF CODY**:

- 2.A. The **City of Cody** shall:
  - 2.A(i). Apply for the Grant on or before Dec 1, 2013;
  - 2.A(ii). Notify WBC that **Forward Cody** is the designated community development organization with respect to the administration of the Grant.
  - 2.A(iii). Forward any and all documentation received from WBC or others regarding this project to **Forward Cody** in a timely manner.
  - 2.A(iv). Receive, review and submit in a timely fashion Grant reports and requests for Grant reimbursements submitted to the **City of Cody** by **Forward Cody**. **Forward Cody** recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each architect, engineer, contractor and others who will be paid by Grant funds (collectively “payees”) that informs the payees that payment for invoices may be delayed by at least sixty (60) days.

- 2.A(v). Forward all Grant reimbursements from WBC to **Forward Cody** in a timely fashion for all appropriate expenses paid by **Forward Cody**.

### **3. OBLIGATIONS OF SCHMIDT LEE:**

3.A. **Schmidt Lee** shall:

- 3.A(i). Provide as matching funds for the project, a parcel of land suitable for the development of the project, (“the property”) and convey said property by Warranty Deed upon approval of the project and funding by the Wyoming Business Council Board and the State Land and Investment Board.
- 3.A(ii). Pursue timely and efficient communications with Forward Cody regarding the planning, design and implementation of real property improvements to be made on the property.
- 3.A(iii). Create no less than 5.5 full time positions at or above the self-sufficiency rate of \$14.37 per hour.
- 3.A(iv). Be responsible for any cost overruns associated with project or project changes that are completed at the request of **Schmidt Lee**.
- 3.A(v). Enter into a Lease Agreement with **Forward Cody** in a form substantially as set forth on Exhibit “B” hereto.
- 3.A(vi). Provide in a timely fashion all necessary job and wage information to **Forward Cody** as required for the submission of reports to the Wyoming Business Council. Project reporting will be required during the term of the lease.
- 3.A(vii). Otherwise cooperate with Forward Cody as may be necessary from time to time in the administration of the Grant, the construction of the Project, and effectuation of this Agreement.

### **4. BREACH AND REMEDIES:**

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the non-defaulting parties may take steps reasonably necessary to enforce their rights under this Agreement. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or other relief hereunder shall lie in the District Court, Fifth Judicial District in Park County, Wyoming.

## 5. REPRESENTATIVES/NOTICES

The City of Cody designates Nancy Tia Brown as their “Representative,” Schmidt Lee designates Dr. Frank Schmidt as its representative and Forward Cody designates James Klessens as its “Representative.” All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To City of Cody  
Mayor Nancy Tia Brown  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

**With a required copy to:**  
Scott E. Kolpitcke, City Attorney  
P.O. Box 839  
Powell, WY 82435

To Schmidt Lee Institute of Surgical Anatomy, LLC  
Dr. Frank Schmidt  
720 Lindsay Lane  
Cody, WY 82414

**With a required copy to:**  
Stinson Law Group, P.C.  
Laurence W. Stinson  
1421 Rumsey Avenue  
Cody, WY 82414

To Forward Cody:  
Forward Cody Wyoming, Inc.  
Attn: James Klessens  
1131 13th Street, #106  
Cody, WY 82414

**With a required copy to:**  
Bormuth Law, LC  
M. Cole Bormuth  
P.O. Box 550  
Cody, WY 82414

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail. (Email shall not be an appropriate method for the delivery of notice hereunder).

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives (or their successors in representational position) have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor of the City of Cody does not have authority to sign without an affirmative vote of the City Council.

## 6. REPRESENTATIONS AND WARRANTIES OF SCHMIDT LEE

6. Schmidt Lee represents and warrants that:

6.A. **Corporate Status.** Schmidt Lee is a limited liability company duly organized, validly existing, and in good standing under the laws of Wyoming.



- 6.B. **Corporate Power.** **Schmidt Lee** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary action by **Schmidt Lee**. This Agreement is a valid and binding obligation on **Schmidt Lee**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).
- 6.C. **Nonbreach of Other Agreements.** The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of **Schmidt Lee** or any mortgage or lien to which **Schmidt Lee** is a party or is subject or by which **Schmidt Lee** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which **Schmidt Lee** is a party or is subject or by which **Schmidt Lee** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance of this Agreement by **Schmidt Lee** or to consummate any transactions contemplated hereby, except as specifically provided in this Agreement.
- 6.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Schmidt Lee** pending or, to the knowledge of **Schmidt Lee** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of **Schmidt Lee** to perform its obligations under this Agreement.
- 6.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Schmidt Lee** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Schmidt Lee** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.
- 6.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Schmidt Lee** has the full authority to sign on behalf of and bind **Schmidt Lee** to this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES RELATING TO THE LAND.

**Schmidt Lee** represents and warrants that:

- 7.A. **Title.** Pursuant to Paragraph 3(a)(i) above, **Schmidt Lee** shall arrange for acquisition of property sufficient for the construction of the Project and conveyance of the same to Forward Cody as matching funds.
- 7.B. **Hazardous Materials.** To the best of **Schmidt Lee's** knowledge: (i) no Hazardous Waste (as defined herein) has been used, generated, released, stored or disposed of on the Property, or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape activities; (ii) no tanks have been located on or below the surface of the Property, (iii) the Property is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Property. For purposes of this Agreement, "**Hazardous Waste**" means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).
- 7.C. **Other Interests.** **Schmidt Lee** has no contract with any third party holding any option to purchase, right of first refusal or right to purchase the Property or any portion thereof.
- 7.D. **No Leases or Contracts.** There are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the possession of the Property or any portion thereof which are obligations which will affect the Property or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether oral or written) affecting or relating to the Property which are obligations which will affect the Property or any portion thereof.
- 7.E. **Existing Land Use Restrictions and Permits.** To the best of **Forward Cody's** knowledge, the Property is currently zoned to permit the operation of a medical facility such as that contemplated for operation on the Project premises.

## 8. NECESSARY ACTS AND FURTHER ASSURANCES.

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

## 9. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights or privileges of the **City of Cody** under

the doctrines of sovereign or governmental immunity nor shall in any way be deemed a waiver or any of the requirements or immunity provided by this Wyoming Governmental Claims Act.

#### **10. AVAILABILITY OF FUNDS:**

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement then this Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section.

#### **11. COMPLIANCE WITH LAWS:**

**Forward Cody**, and **Schmidt Lee** shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

#### **12. INDEMNITY:**

**Forward Cody** shall indemnify, defend and hold the **City of Cody** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by **Forward Cody** related in any way to this Agreement. **Schmidt Lee** shall indemnify, defend and hold the **City of Cody** and **Forward Cody** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by **Schmidt Lee** related in any way to this Agreement.

#### **13. CONTRACTUAL MATTERS**

13.A. **Performance Matters.** With respect to the performance of this Agreement, **Forward Cody** agrees as follows:

13.A(i). **Nondiscrimination.** **Forward Cody** shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"). 42 U.S.C. 12101, et seq. **Forward Cody** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

- 13.A(ii). **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Forward Cody** relative to the construction of the Project, shall identify the **City of Cody** and WBC as the sponsoring agencies and shall not be released without prior written approval from the **City of Cody**. The **City of Cody** will respond within a reasonable time to requests by **Forward Cody** regarding proposed publicity.
- 13.B. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the **City of Cody** as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the **City of Cody**. In the event the **City of Cody** does not pass a resolution supporting the application by the **City of Cody** to WBC for grant funds for the Project, the **City of Cody** shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.
- 13.C. **Audit.** The **City of Cody** and any of its representatives shall have access to any books, documents, papers, and records of **Forward Cody** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.
- 13.D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 13.E. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

- 13.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- 13.G. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, arid materials of any kind related to the construction of the Building shall be considered all times to be the property of **Forward Cody.**
- 13.H. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of another.
- 13.I. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- 13.J. **Successors and Assigns.** **Forward Cody** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the **City of Cody.** **Schmidt Lee** not shall use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody.**
- 13.K. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.

- 13.L. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- 13.M. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.
- 13.N. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.
- 13.O. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.
- 13.P. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective \_\_\_\_\_, 2011.

**CITY OF CODY, WYOMING**

**FORWARD CODY WYOMING, INC.**

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

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

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

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

**Schmidt Lee Institute of Surgical Anatomy,  
LLC**

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

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



## **Revenue Recapture Plan 2013 Revision**

### **Premise:**

Forward Cody has the opportunity to utilize Wyoming Business Council programs to enhance our ability to grow our economy and create jobs for our community. These programs provide grant funds toward the acquisition of public infrastructure, (ie: water, sewer, land or buildings). Funds used to develop projects which develop a revenue stream such as a lease payment require special attention.

Projects which use public funds to enhance or leverage growth have several specific requirements to avoid the appearance of a private business becoming unduly enriched with public funds. Each project is individually reviewed for compliance under Article 16 Section 6 of the Wyoming Constitution which requires that a project meet the following criteria:

- a) A public purpose must exist;
- b) Adequate consideration must be exchanged; and
- c) Statutory authority must exist.

A key part of every project application is a “Revenue Recapture Plan” which describes the proposed use of revenue streams to enhance the economic development initiatives within the community. The following paragraphs are a response to the Wyoming Business Council’s outline for an overall plan.

### **Projected Revenue Streams:**

Forward Cody expects to participate in projects where providing land and building are necessary to insure the success of a business venture. These projects allow the business proponent to focus their cash and debt service capability on employees, equipment and inventory in order to operate. In these cases, Forward Cody has the ability to structure a lease which can accommodate the businesses needs. Every project will require that the lease agreements consider the appropriate use of state resources toward the goal of recouping all public investment. The lease payments become a community asset which the distribution is subject of this plan.

### **Community Development Plan:**

Forward Cody is operating under an economic development strategy focused on the creation of quality positions that pay wage at or about the self sufficiency wage. The strategy includes the elements of business retention and expansion, business recruitment, workforce development and affordable housing. Items identified in the planning process worthy of notation are the high number of service sector positions, the prevailing wage rates and the “graying” of the community. This aggressive economic development strategy focuses on the expansion and recruitment of higher wage jobs.



**Specific Initiatives:**

Forward Cody considered the many possible uses of recaptured funds with these key considerations:

- The ability to provide meaningful impact the community;
- The ability to provide project leverage, and ;
- The ability to revolve the funding, and;
- The ability to achieve long term sustainability of the program

Project areas which would derive the greatest benefit for the community are:

Revolving Loan Fund A Revolving Loan Fund would be developed to provide a gap financing tool for local businesses. The loan fund would be used in participation with local lenders to assist in making deals happen. Specific criterion for loans and operation of the loan fund will be developed.

Special Studies Pool A portion of the fund will be set aside to carry out special studies to further our economic development effort. Many times, projects are stalled by the inability to seek professional advice for assessing the viability of a business idea, a workforce development program or a housing project. Funds may be dedicated by the Board for marketing, architectural design or civil engineering services. Project funds may also be allocated as matching funds for future projects.

Special Community Projects Every community has a number of community groups who carry out valuable projects which directly impact the economy of the area. A portion of the revenue pool will be utilized to augment the efforts of these groups. A policy and procedure for the distribution of these funds will be developed by the Board.

Property Management A small portion of the revenue stream will be used to secure professional property management in order to insure the well being of the revenue generating asset. The contractor will be selected on a case by case basis by the Forward Cody Board.

Operations and Maintenance of the Economic Development Program This component has two parts, first the implementation of a Development Fee to assist in the organizational costs of putting the project together and second, the on-going cost of the program itself. Funding the operation and maintenance of an economic development program and associated assets is critical to developing a long term sustainable program. In recent years of decline in sales and use tax, several Wyoming communities have been unable to fund their local efforts. The development fee proposed in this recapture plan would assess 1% of the project cost as a direct payment to Forward Cody for developing the project. Operation and Maintenance funds will be used for staffing costs associated with the local community development organization and will be matched dollar for dollar from other sources.

**Proposed Allocation:**

Revolving Loan Fund	25%
Special Studies Pool	10%
Special Community Projects	10%
Property Management	5%
<u>Operations and Maintenance</u>	<u>50%</u>
	<b>100%</b>

The Board reserves the right to adjust these percentages based on conditions within the community or circumstances where deviation from the plan has significant community benefit.

**Desired Outcomes:**

A key outcome for this “Revenue Recapture Plan” is the development of a community tool which allows Forward Cody to respond to situations locally. A loan or grant fund with the flexibility to consider and act on a local level to individual situations is a deal clincher. In every situation the outcome will be a higher level of commerce within our community.

One facet which is critical to Forward Cody is the use of funds as loans and opposed to grants. This “seeding” of funding provides the leverage needed to increase development activity, and returns it to “seed” another project. As such, our capacity can grow.

**Specific Actions:**

This plan is designed as a forward thinking document to aid the organization and the community in seeing the long lasting benefits of the use of Wyoming Business Council programs.

The asset of a community pool of funds for Cody is analogous to the availability of the statewide funding for planning grants within the Business Council. In 2013, Forward Cody used Recapture Fund to match a Dairy Feasibility Study and a Gunsmithing Study/Planning process.

**Additional Funding and Partnerships:**

The use of funds to spur business deals, incubate community projects and augment community organizations implies the strong development of partners. In many cases, the connections gained will result in additional partnerships and funding for future activity.

In addition, the use of the capital pool for matching funds will leverage other private, state or private funds for projects. This is especially true with access to federal loan fund grant sources.

**Approval:**

This Revenue Recapture Plan was approved by the Board of Directors at their meeting on \_\_\_\_\_.

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

Concurred by the City Council of the City of Cody at their Regular Council meeting on December 3, 2013

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