

City of Cody City Council

AGENDA

Tuesday, January 7, 2014 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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. Approval of Minutes: Special Meeting Minutes from 12/4/1 and 12/12/13, and Regular Meeting Minutes from 12/17/13.
- b. Approval of vouchers and payroll in the amount of \$831,312.08.
- c. Authorize the Mayor to enter into and sign the Commercial Card Master Agreement for Government Entities with U.S. Bank for purchase card services.
- d. Declare the Cody Enterprise as the City's Official publication per §15-1-110.
- e. Consider appointing Council Member Anderson to the Northwest Improvement Joint Powers Board for a three year term ending December 31, 2015.
- f. Consider appointing Council Member Wolz to the Shoshone Recreation Board for a 3 year term ending January 31, 2017.
- g. Consider appointing Council Member Greer to the Park County Drug Court for a one year term ending December 31, 2014.
- h. Consider appointing Council Member Miller as Council President and Council Member Fritz as Council Vice President for a one year term ending December 31, 2014.
- i. Consider appointing Council Member Greer and Council Member Fritz as the Police Liaisons for a two year term ending January 31, 2016
- j. Consider appointing Council Member Edwards as the Administrative Services Liaison for a two year term ending January 31, 2016
- k. Consider appointing Council Member Wolz as the Parks, Recreation and Public Facilities Liaison for a two year term ending January 31, 2016.
- l. Consider appointing Council Member Miller and Council Member Anderson as Public Works Liaisons for a two year term ending January 31, 2016.
- m. Consider the appointment of Leslie Brumage to the Big Horn Basin Transportation Authority Board for a one year term ending December 31, 2014.
- n. Consider the appointment of Rick Manchester to the Veterans Memorial Park Committee for a one year term ending December 31, 2014.

- o. Consider the appointment of Stephen Payne and Rob Kramer to the Urban Systems Board for a three year term ending December 31, 2016.
- p. Consider the appointment of Code Enforcement Officer Jennifer Morris to the Cody City Rabies Board for a one year term ending December 31, 2014.
- q. Consider approval of the Official Community Appointments for 2014: Municipal Court Judge, C.E. Webster II; Alternate Municipal Court Judges, Bruce Waters, James Allison, and John Housel; Fire Marshall, Sam Wilde; and Fire Chief, Jeff Steward.

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.

2. Public Hearing

- a. A public hearing to determine if it is in the public interest to 1) adopt a new Heavy Industrial Zoning District.; 2) Rezone certain properties in the area of Road 2AB; and 3) Rezone approximately 30 acres of City property located immediately west of Reese Road from Industrial to the new Heavy Industrial Zone.

3. Conduct of Business

- a. Sign Conflict of Interest disclosure of financial interest in depositories or firms where the City of Cody funds are invested, pursuant to §6-5-118(a) by the Mayor, Council Members, City Administrator and Administrative Services Officer.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider approval and adopt the 2014 Parks, Athletic Fields Fees, Reservations and Policy Manual.

Staff Reference: Rick Manchester, Parks, Public Facilities & Recreation Director

- c. Consider approval of Change Order No. 2 from Harris Trucking in the amount of \$66,991.50, as outlined; approve Change Order No. 3 (reconciliation) from Harris Trucking; approve a reduction of retainage to 5% and payment from the escrow account in the amount of \$20,528.44; approve the second amendment to the engineering contract with Engineering Associates in the amount of \$4,260.00; approve the project as completed to date with the outstanding work to be completed by City crews; authorize the Mayor to sign the Substantial Completion Certificate and approve Advertising for Final Payment; accept Century Link's offer to reimburse the City of Cody \$66,137.31 for their share of the extra costs incurred on the project; and authorize the voucher to Harris Trucking in the amount of \$100,988.68.

Staff Reference: Steve Payne, Public Works Director

- d. **ORDINANCE 2013-18 – SECOND READING**

AN ORDINANCE ADOPTING A HEAVY INDUSTRIAL ZONING DISTRICT AND ASSOCIATED DEFINITIONS BY AMENDING CITY OF CODY CODE TITLE 10, CHAPTERS 1 and 10.

Staff Reference: Todd Stowell, City Planner

- e. **ORDINANCE 2013-19 - SECOND READING
AN ORDINANCE REZONING CERTAIN LANDS IN THE AREA OF ROAD 2AB LOCATED WITHIN THE CITY OF CODY, PARK COUNTY WYOMING FROM THE INDUSTRIAL “E” ZONING DISTRICT TO THE HEAVY INDUSTRIAL ZONING DISTRICT.**

Staff Reference: Todd Stowell, City Planner

- f. **ORDINANCE 2013-21 – SECOND READING
AN ORDINANCE REZONING CERTAIN AND IN THE AREA OF REESY ROAD LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING FROM THE INDUSTRIAL “E” ZONING DISTRICT TO THE HEAVY INDUSTRIAL ZONING DISTRICT.**

Staff Reference: Todd Stowell, City Planner

- g. **RESOLUTION 2014-01
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2013-2014.**

Staff Reference: Leslie Brumage, Finance Officer

- h. Approve Drawdown No. 1 in the amount of \$15,097.00 to Forward Cody as it relates to the Wyoming Business Council Cody Gun Smith School Feasibility Study.

Staff Reference: Jenni Rosencranse, City Administrator

- 4. Tabled Items
- 5. Matters from Staff Members
- 6. Matters from Council Members
- 7. Adjournment



City of Cody
Council Proceedings
Wednesday, December 4, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Wednesday, December 4, 2013 at 5:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz, and Administrative Services Officer, Cindy Baker.

Absent: Council Member Bryan Edwards

Mayor Brown called the meeting to order at 5:00

The Governing Body interviewed the following candidates as follows:

Planning, Zoning and Adjustment Commission – Kathy Crofts, Brad Payne and Buzzy Hassrick; Airport Board – Jack Way, Robert Adrian, and Harold Musser; Contractor’s Board – David Walsh, Andy Cowan, Tracy Collins, and James Werner. No action was taken.

There being no further business to come before the Council, Mayor Brown adjourned the meeting at 7:45 p.m.

Cynthia Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Thursday, December 12, 2013**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, December 12, 2013 at 4:15 p.m.

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

Absent: None

Mayor Brown called the meeting to order at 4:15 p.m.

James Klessens, Forward Cody, updated the Governing Body on the Cody Lab Project.

Craig Barsness, Shoshone Municipal Pipeline, provided the Governing Body with a history on annual water rates and tap equivalent fees since Shoshone Municipal Pipeline (SMP) has been in operation. He informed the Governing Body that the SMP Board is considering increasing the tap equivalent fee by \$1.00 from \$9.00 per tap equivalent to \$10.00 per tap fee equivalent for 5/8"-3/4" tap, which is the typical tap size for a residential tap. The amount of the increase will vary depending on the size of the tap. If passed by the SMP Board the increase would be in effect July 1, 2014. No action was taken.

The Governing Body discussed applicants to consider for appointments to the Contractor Board. Staff was directed to amend the December 17th agenda to reflect appointing Andy Cowan for the Member at Large position, Jerry Stroh for the Plumbing position and Paul Sandbak for the Electrician position.

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

Council Member Miller made a motion seconded by Council Member Fritz to enter into an Executive Session at 6:11 p.m. to discuss potential litigation pursuant to Wyoming State Statue 16-4-405. Vote was unanimous. Council Member Miller made a motion seconded by Council Member Wolz to exit the Executive Session at 6:35 p.m. Vote was unanimous. No action was taken.

There being no further business to come before the Council, Mayor Brown adjourned the meeting at 6:36p.m.

Cynthia Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, December 17, 2013**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, December 17, 2013 at 7:00 p.m.

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

Absent: Council Member Greer.

Mayor Brown called the meeting to order at 7:00 p.m.

Council Member Miller made a motion seconded by Council Member Fritz to approve the agenda as presented. Vote was unanimous.

Mayor Brown proclaimed Saturday, December 14, 2013, as Wreaths Across America Day.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar including approval of the Minutes of the Regular Meeting from 12/03/13; approve the write off of two un-located assets in the amount of \$26,181; designate equipment as surplus and authorize staff to proceed with selling equipment through an online auction; declare Public Fund Depositories per §9-4-806 to include: Wells Fargo Bank, Big Horn Federal Savings, First Bank of Wyoming, Pinnacle Bank, Bank of the West, and US Bank; approve the Preliminary Plat of the J and K subdivision, a 15 lot - subdivision east of 29th Street and south of the Central Avenue intersection; approve the Preliminary Plat of the CLDC subdivision, a 10 lot - subdivision located along Road 2AB; approve a waiver and approve the use of an incinerator toilet for the Railroad Loading Facility along Road 2AB and BNSF Railroad; appoint Buzzy Hassrick and Brad Payne for a three-year term ending December 31, 2017 to the Planning, Zoning and Adjustment Board; appoint Jack Way for a three-year term ending December 31, 2017 to the Yellowstone Regional Airport Board; and appoint Paul Sandbak, Jerry Stroh and Andy Cowan for a three-year term ending December 31, 2017 to the Contractor's Board. Vote was unanimous.

Council Member Fritz motion seconded by Council Member Anderson to approve vouchers and payroll in the amount of \$1,379,029.72. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Wolz to approve the request from the Cody Elks to allow children in the secondary dispensing area during events that involve children. Vote was unanimous.

Council Member Anderson made a motion seconded by Council Member Edwards to approve the financial statements and audit report for fiscal year 2012-2013. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Edwards to adopt the swim beach plan for Beck Lake as requested by the Shoshone Recreation District, and direct Shoshone Recreation District (SRD) to pursue professional services for developing construction and bid documents for the project, noting SRD is prepared to pay all expenses associated with developing the plan. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Miller to enter into a Project Development and Administration Agreement between the City of Cody, Forward Cody and Cody Labs, authorize the Mayor to acknowledge the Lease Agreement between Forward Cody and Cody Labs, and authorize the Mayor to sign each agreement contingent upon review and approval by the City Attorney and authorize the Mayor to sign a letter of support. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Edwards to approve the City of Cody Personnel and Policy Manual as revised. Vote was unanimous.

ORDINANCE 2013-18 – FIRST READING

AN ORDINANCE ADOPTING A HEAVY INDUSTRIAL ZONING DISTRICT AND ASSOCIATED DEFINITIONS BY AMENDING CITY OF CODY CODE TITLE 10, CHAPTERS 1 and 10.

Council Member Wolz made a motion seconded by Council Member Anderson to approve Ordinance 2013-18 on first reading. Vote was unanimous.

ORDINANCE 2013-19 - FIRST READING

AN ORDINANCE REZONING CERTAIN LANDS IN THE AREA OF ROAD 2AB LOCATED WITHIN THE CITY OF CODY, PARK COUNTY WYOMING FROM THE INDUSTRIAL “E” ZONING DISTRICT TO THE HEAVY INDUSTRIAL ZONING DISTRICT. Council Member Fritz made a motion seconded by Council Member Anderson to approve Ordinance 2013-19 on first reading. Vote was unanimous.

ORDINANCE 2013-21 – FIRST READING

AN ORDINANCE REZONING CERTAIN LANDS IN THE AREA OF REESY ROAD LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING FROM THE INDUSTRIAL “E” ZONING DISTRICT TO THE HEAVY INDUSTRIAL ZONING DISTRICT. Council Member Fritz made a motion seconded by Council Member Anderson to approve Ordinance 2013-21 on first reading. Vote was unanimous.

RESOLUTION 2013-21

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION FOR RECREATIONAL TRAILS PROGRAM (RTP) FUNDS DERIVED FROM FEDERAL HIGHWAY ADMINISTRATION (FHWA) FOR THE PURPOSE OF DEVELOPING TRAILS AT BECK LAKE PARK. Council Member Miller made a motion seconded by Council Member Wolz to approve Resolution 2013-21 with the understanding that the Park County Peddlers will secure the match required. Vote was unanimous.

RESOLUTION 2013-18

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2013-2014. Council Member Wolz made a motion seconded by Council Member Anderson to approve Resolution 2013-18. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:39 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACE HARDWARE							
2390							
	270862	TOILET HANDLES	12/05/2013	17.97	17.97	01/08/2014	
	271140	SUPPLIES	12/10/2013	2.49	2.49	01/08/2014	
	271160	STRAP / NUTS & BOLTS	12/10/2013	19.71	19.71	01/08/2014	
	271173	STORAGE SHELF	12/10/2013	12.07	12.07	01/08/2014	
	271340	REPLACE POOL THERMOMETE	12/13/2013	11.99	11.99	01/08/2014	
	271361	SUPPLIES	12/13/2013	14.97	14.97	01/08/2014	
	271620	SUPPLIES	12/18/2013	11.77	11.77	01/08/2014	
	271667	TIRES - PD	12/19/2013	59.98	59.98	01/08/2014	
	271682	SUPPLIES	12/19/2013	7.49	7.49	01/08/2014	
	271682	SUPPLIES	12/19/2013	25.98	25.98	01/08/2014	
	271711	SUPPLIES	12/20/2013	5.99	5.99	01/08/2014	
Total 2390:				190.41	190.41		
ACKER ELECTRIC							
270							
	29464	LIGHTS AT CITY HALL	10/24/2013	285.00	285.00	01/08/2014	
Total 270:				285.00	285.00		
ADVANCED INFO SYSTEMS							
129162							
	11089	CYCLE 1 OUTSOURCE BILLS	12/16/2013	385.78	385.78	01/08/2014	
	11099	CYCLE 2 OUTSOURCE BILLS	12/20/2013	177.86	177.86	01/08/2014	
Total 129162:				563.64	563.64		
ALBERTSONS							
430							
	006504	BIRTHDAY PARTY - REC CENT	12/06/2013	37.06	37.06	01/08/2014	
	013796	BIRTHDAY PARTY - REC CENT	12/13/2013	21.99	21.99	01/08/2014	
	023733	OFFICE SUPPLIES	12/23/2013	16.67	16.67	01/08/2014	
Total 430:				75.72	75.72		
ALSCO							
126551							
	983504	TOWELS	12/16/2013	50.03	50.03	01/08/2014	
	LBIL979937	MATS - CITY HALL	12/02/2013	52.69	52.69	01/08/2014	
	LBIL981681	TOWELS & RUGS	12/09/2013	122.79	122.79	01/08/2014	
	LBIL983524	RUGS - AUDITORIUM	12/16/2013	176.23	176.23	01/08/2014	
Total 126551:				401.74	401.74		
ALTISOURCE SOLUTIONS							
129896							
	10157016	REFUND CREDIT BALANCE	12/11/2013	119.05	119.05	01/08/2014	
Total 129896:				119.05	119.05		
BETTER BODY FITNESS							
127727							
	11948	FITNESS EQUIPMENT	11/22/2013	15,000.00	15,000.00	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127727:				15,000.00	15,000.00		
BIG HORN WHOLESALE							
1210							
	10146	SR BRUNCH	12/04/2013	452.66	452.66	01/08/2014	
	10276	SUPPLIES	12/16/2013	431.44	431.44	01/08/2014	
	10278	SUPPLIES	12/16/2013	14.68	14.68	01/08/2014	
Total 1210:				898.78	898.78		
BLOEDORN LUMBER							
1590							
	1402833	LANDSCAPE TIMBERS	11/01/2013	79.80	79.80	01/08/2014	
	1470339	SUPPLIES	12/17/2013	3.49	3.49	01/08/2014	
Total 1590:				83.29	83.29		
BLUE CROSS BLUE SHIELD OF WY							
1360							
	121613	INSURANCE PREMIUMS	12/16/2013	115,900.11	115,900.11	01/08/2014	
Total 1360:				115,900.11	115,900.11		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	7760	OLIVE GLENN PHASE II	11/27/2013	804.00	804.00	01/08/2014	
	7821	BOBCAT HEATER PLUG	12/09/2013	42.15	42.15	01/08/2014	
Total 128623:				846.15	846.15		
BOONE'S MACHINE SHOP							
1400							
	055505	SWEEPER REPAIRS	12/06/2013	10.90	10.90	01/08/2014	
	9104	LIFT RENTAL - CHRISTMAS DE	11/25/2013	280.00	280.00	01/08/2014	
Total 1400:				290.90	290.90		
BOOT BARN, INC							
128267							
	IVC0043870	UNIFORMS - EL DEPT	12/03/2013	1,210.71	1,210.71	01/08/2014	
Total 128267:				1,210.71	1,210.71		
BORDER STATES INDUSTRIES INC							
1420							
	906663309	Meter F4S 1ph3w c20 120 - 480v	12/13/2013	1,492.80	1,492.80	01/08/2014	MTR4S1480D
Total 1420:				1,492.80	1,492.80		
BRAD HALL MANAGEMENT							
129776							
	16086015	REFUND UTILITY DEPOSIT	12/09/2013	393.36	393.36	01/08/2014	
Total 129776:				393.36	393.36		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BURNS, ESTATE OF ANNE							
129427							
	16.7010.12	REFUND CREDIT BALANCE	12/30/2013	391.50	391.50	01/08/2014	
Total 129427:				391.50	391.50		
CARQUEST AUTO PARTS							
10200							
	2874-IC-23620	CREDIT FOR REPAIR PARTS	11/13/2013	100.17-	100.17-	01/08/2014	
	2874-ID-23586	BATTERIES AND SUPPLIES - S	11/08/2013	10.68	10.68	01/08/2014	
	2874-ID-23618	REPAIR PARTS	11/13/2013	100.17	100.17	01/08/2014	
Total 10200:				10.68	10.68		
CENTURY LINK							
10091							
	120113	PHONE CHARGES - AUDITORIUM	12/01/2013	108.12	108.12	01/08/2014	
	120113	PHONE CHARGES - W WATER	12/01/2013	50.73	50.73	01/08/2014	
	120113	PHONE CHARGES - EL	12/01/2013	110.34	110.34	01/08/2014	
	120113	PHONE CHARGES - SHOP	12/01/2013	127.33	127.33	01/08/2014	
	120113	PHONE CHARGES - SHOP	12/01/2013	32.80	32.80	01/08/2014	
	120113	PHONE CHARGES - SHOP	12/01/2013	19.29	19.29	01/08/2014	
	120113	PHONE CHARGES - ADMIN	12/01/2013	639.04	639.04	01/08/2014	
	121913	PHONE CHARGES - RECYCLE	12/19/2013	37.22	37.22	01/08/2014	
	121913	PHONE CHARGES - PD	12/19/2013	37.22	37.22	01/08/2014	
	121913	PHONE CHARGES - ADMIN	12/19/2013	424.03	424.03	01/08/2014	
	121913	PHONE CHARGES - REC CENT	12/19/2013	39.27	39.27	01/08/2014	
	121913	PHONE CHARGES - REC CENT	12/19/2013	117.79	117.79	01/08/2014	
	121913	PHONE CHARGES - AUDITORIUM	12/19/2013	96.49	96.49	01/08/2014	
Total 10091:				1,839.67	1,839.67		
CHARTER							
129861							
	120213	INTERNET - EL SHOP	12/02/2013	57.90	57.90	01/08/2014	
	120213	INTERNET - PD	12/02/2013	57.90	57.90	01/08/2014	
	120213	INTERNET - RECYCLE CENTER	12/02/2013	54.95	54.95	01/08/2014	
	121313	INTERNET - CITY HALL	12/13/2013	79.90	79.90	01/08/2014	
	121513	INTERNET - SHOP	12/15/2013	46.13	46.13	01/08/2014	
	121513	INTERNET - SHOP	12/15/2013	11.88	11.88	01/08/2014	
	121513	INTERNET - SHOP	12/15/2013	6.99	6.99	01/08/2014	
	121513	INTERNET - SHOP	12/15/2013	4.90	4.90	01/08/2014	
Total 129861:				320.55	320.55		
CHIEF SUPPLY							
2155							
	353410	UNIFORMS C17	12/02/2013	126.96	126.96	01/08/2014	
	354544	UNIFORMS C03	12/03/2013	112.47	112.47	01/08/2014	
Total 2155:				239.43	239.43		
CITY OF CODY							
2260							
	121013	UTILITIES	12/10/2013	501.44	501.44	01/08/2014	
	121013	UTILITIES	12/10/2013	140.73	140.73	01/08/2014	
	121013	UTILITIES	12/10/2013	69.55	69.55	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	121013	UTILITIES	12/10/2013	17.93	17.93	01/08/2014	
	121013	UTILITIES	12/10/2013	10.53	10.53	01/08/2014	
	121013	UTILITIES	12/10/2013	7.36	7.36	01/08/2014	
	121013	UTILITIES	12/10/2013	925.61	925.61	01/08/2014	
	121013	UTILITIES	12/10/2013	12,420.56	12,420.56	01/08/2014	
	121013	UTILITIES	12/10/2013	46.84	46.84	01/08/2014	
	121713	UTILITIES	12/17/2013	456.82	456.82	01/08/2014	
	121713	UTILITIES	12/17/2013	147.78	147.78	01/08/2014	
	122413	UTILITIES	12/24/2013	2,998.35	2,998.35	01/08/2014	
	122413	UTILITIES	12/24/2013	145.01	145.01	01/08/2014	
	122413	UTILITIES	12/24/2013	1,116.61	1,116.61	01/08/2014	
	122413	UTILITIES	12/24/2013	4,312.89	4,312.89	01/08/2014	
	122413	UTILITIES	12/24/2013	2,458.47	2,458.47	01/08/2014	
	122413	UTILITIES	12/24/2013	63.59	63.59	01/08/2014	
	122413	UTILITIES	12/24/2013	1,905.10	1,905.10	01/08/2014	
	122413	UTILITIES	12/24/2013	1,379.36	1,379.36	01/08/2014	
	122413	UTILITIES	12/24/2013	441.66	441.66	01/08/2014	
	122413	UTILITIES	12/24/2013	4,369.74	4,369.74	01/08/2014	
	122413	UTILITIES	12/24/2013	1,072.78	1,072.78	01/08/2014	
	122413	UTILITIES	12/24/2013	276.32	276.32	01/08/2014	
	122413	UTILITIES	12/24/2013	162.54	162.54	01/08/2014	
	122413	UTILITIES	12/24/2013	113.78	113.78	01/08/2014	
	122413	UTILITIES	12/24/2013	7,375.39	7,375.39	01/08/2014	
Total 2260:				42,936.74	42,936.74		
CLARK WIRELESS							
128561							
	26482	SHOULDER MICS	12/11/2013	136.00	136.00	01/08/2014	
Total 128561:				136.00	136.00		
CODY CAB							
129079							
	123013	TIPSY TAXI VOUCHERS (11-12)	12/30/2013	14.00	14.00	01/08/2014	
	123013	TIPSY TAXI VOUCHERS (12-13)	12/30/2013	7.00	7.00	01/08/2014	
	123013	TIPSY TAXI VOUCHERS (13-14)	12/30/2013	98.00	98.00	01/08/2014	
Total 129079:				119.00	119.00		
CODY OVERHEAD DOOR CO, LLC							
2710							
	20721	GARAGE DOOR REPAIR - POLI	12/16/2013	474.25	474.25	01/08/2014	
Total 2710:				474.25	474.25		
CODY WINNELSON COMPANY							
2850							
	131794-00	BATHROOM FAUCET	12/12/2013	106.84	106.84	01/08/2014	
Total 2850:				106.84	106.84		
COSTANZA, GREGORY							
129897							
	3089022	REFUND UTILITY DEPOSIT	12/06/2013	173.25	173.25	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129897:				173.25	173.25		
CRUM ELECTRIC							
3300							
	1502700-00	SYSTEM REPAIR	12/10/2013	214.24	214.24	01/08/2014	
	1506336-00	OLIVE GLENN PHASE 1	12/03/2013	5.31	5.31	01/08/2014	
	1506762-00	METER REPAIR	12/04/2013	87.06	87.06	01/08/2014	
	1508354-00	SUPPLIES	12/10/2013	37.50	37.50	01/08/2014	
	1508354-00	TOOLS	12/10/2013	18.28	18.28	01/08/2014	
	1509485-00	SERVICE REPAIR	12/12/2013	10.56	10.56	01/08/2014	
	1509677-00	SYSTE REPAIRS	12/13/2013	78.63	78.63	01/08/2014	
	1510682-00	LIGHT BULBS	12/17/2013	80.50	80.50	01/08/2014	
	1510937-00	LIGHT BULBS	12/18/2013	109.30	109.30	01/08/2014	
Total 3300:				641.38	641.38		
CUSTOM DELIVERY SERVICE							
3343							
	50662	WATER SAMPLE - SHIPPING	11/30/2013	68.78	68.78	01/08/2014	
Total 3343:				68.78	68.78		
CUSTOM GARAGE DOOR LLC							
127015							
	2557	DOOR REPAIRS - SHOP	12/05/2013	170.00	170.00	01/08/2014	
	2558	DOOR REPAIRS - SHOP	12/05/2013	192.00	192.00	01/08/2014	
	2558	DOOR REPAIRS - SHOP	12/05/2013	192.00	192.00	01/08/2014	
Total 127015:				554.00	554.00		
DANA KEPNER COMPANY							
3410							
	2218289-00	MXU BATTERIES	12/17/2013	124.39	124.39	01/08/2014	
Total 3410:				124.39	124.39		
DENNY MENHOLT CHEVROLET							
129672							
	11053	A17 POLICE CAR REPAIRS	12/10/2013	76.96	76.96	01/08/2014	
	RK082113-2	2014 CHEVY SILVERADO BID 2	11/27/2013	27,826.00	27,826.00	12/24/2013	
Total 129672:				27,902.96	27,902.96		
DEPT OF FAMILY SERVICES							
125899							
	121313	BACKGROUND CHECKS - REC	12/13/2013	140.00	140.00	01/08/2014	
Total 125899:				140.00	140.00		
ECOLAB PEST ELIM. DIV.							
128686							
	3416472	PEST CONTROL - AUDITORIUM	12/19/2013	70.00	70.00	01/08/2014	
Total 128686:				70.00	70.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ENERGY WEST							
2630							
	12/09/13	UTILITIES	12/09/2013	395.78	395.78	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	1,370.62	1,370.62	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	941.90	941.90	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	242.62	242.62	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	142.71	142.71	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	99.89	99.89	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	493.45	493.45	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	297.74	297.74	01/08/2014	
	12/09/13	UTILITIES	12/09/2013	413.94	413.94	01/08/2014	
	121213	UTILITIES	12/12/2013	489.77	489.77	01/08/2014	
	121213	UTILITIES	12/12/2013	288.27	288.27	01/08/2014	
	121613	UTILITES	12/16/2013	21.75	21.75	01/08/2014	
	121813	UTILITES	12/18/2013	763.29	763.29	01/08/2014	
	122313	UTILITIES	12/23/2013	148.81	148.81	01/08/2014	
Total 2630:				6,110.54	6,110.54		
ENGINEERING ASSOCIATES							
4140							
	3312022	OLIVE GLENN CABLE REPLACE	12/06/2013	365.00	365.00	01/08/2014	
	3312023	WEST COOPER LANE SEWER	12/06/2013	3,901.00	3,901.00	01/08/2014	
	3312067	16TH ST STORM DRAIN	12/23/2013	8,758.93	8,758.93	01/08/2014	
Total 4140:				13,024.93	13,024.93		
EVANS, BRANSON							
129898							
	2024014	REFUND UTILITY DEPOSIT	12/10/2013	34.23	34.23	01/08/2014	
Total 129898:				34.23	34.23		
EVERHEART, TINA LOUISE							
129908							
	122313	REFUND COURT BOND MC-131	12/23/2013	1,000.00	1,000.00	01/08/2014	
Total 129908:				1,000.00	1,000.00		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY51133	BOLTS	12/10/2013	7.72	7.72	01/08/2014	
	WYCDY51141	SUPPLIES	12/10/2013	2.31	2.31	01/08/2014	
Total 126018:				10.03	10.03		
FINISHING TOUCH							
126968							
	29036	BED LINER - WATER DEPT NE	12/04/2013	500.00	500.00	01/08/2014	
Total 126968:				500.00	500.00		
FOOD SERVICE OF AMERICA							
123727							
	4578162	SUPPLIES	12/06/2013	508.44	508.44	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123727:				508.44	508.44		
FORWARD CODY WYOMING, INC							
127450							
	GUN - 1	GUNSMITHING GRANT #1	12/27/2013	15,097.00	15,097.00	01/08/2014	
Total 127450:				15,097.00	15,097.00		
<p>GAIL, TINA M 129903</p> <p>This voucher will be approved in Conduct of Business and has been subtracted from the total reflected in the vouchers in the Consent Calendar</p>							
	17931015	REFUND UTILITY DEPOSIT	12/18/2013	164.60	164.60	01/08/2014	
Total 129903:				164.60	164.60		
GARY BRINK INC							
123296							
	FD624726	DISHWASHER PARTS	11/30/2013	374.85	374.85	01/08/2014	
Total 123296:				374.85	374.85		
GDA ENGINEERS							
4620							
	00001-12/19/1	GRAVEL PIT SURVEY	12/19/2013	1,640.00	1,640.00	01/08/2014	
Total 4620:				1,640.00	1,640.00		
GRAINGER							
4635							
	9313565393	BOILER VENT	12/09/2013	46.62	46.62	01/08/2014	
	9315182684	AIR VENTS	12/10/2013	93.24	93.24	01/08/2014	
Total 4635:				139.86	139.86		
GREINER							
125246							
	RK082113-1	2014 FORD F250	12/16/2013	26,423.00	26,423.00	01/08/2014	
Total 125246:				26,423.00	26,423.00		
HARRIS TRUCKING & CONST. CO							
4780							
	124191	ASPHALT - OLIVE GLENN PHAS	12/02/2013	6,525.37	6,525.37	01/08/2014	
	124191	ASPHALT	12/02/2013	1,112.00	1,112.00	01/08/2014	
	PAY EST 4 12/	16TH ST STORM DRAIN - PAY E	12/23/2013	100,988.68	100,988.68	01/08/2014	**
Total 4780:				108,626.05	108,626.05		
<p>This portion of the voucher will be approved in Conduct of Business and has been removed from the amount reflected in the voucher total under Consent Calendar</p>							
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2435772-00	SYSTEM REPAIRS	12/09/2013	80.25	80.25	01/08/2014	
Total 6730:				80.25	80.25		
HEARTLAND PAPER COMPANY							
128769							
	G353005-1	SUPPLIES	12/10/2013	232.12	232.12	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	G356985-1	SUPPLIES	12/10/2013	425.30	425.30	01/08/2014	
	G356986-1	SUPPLIES	12/10/2013	62.48	62.48	01/08/2014	
Total 128769:				719.90	719.90		
I STATE TRUCK CENTER							
126019							
	C251146859:0	SANITATION REPAIR C06	12/16/2013	172.06	172.06	01/08/2014	
Total 126019:				172.06	172.06		
INTERMOUNTAIN SALES							
5335							
	21456	LOCATOR BATTERIES	12/04/2013	272.00	272.00	01/08/2014	
Total 5335:				272.00	272.00		
JOLLY, PAUL							
129901							
	14207025	REFUND UTILITY DEPOSIT	12/11/2013	190.41	190.41	01/08/2014	
Total 129901:				190.41	190.41		
LOCAL GOV'T LIABILITY POOL							
6176							
	8767	CLAIMS AGAINST THE CITY	12/10/2013	150.00	150.00	01/08/2014	
	8767	CLAIMS AGAINST THE CITY	12/10/2013	5,000.00	5,000.00	01/08/2014	
Total 6176:				5,150.00	5,150.00		
LONG BUILDING TECH INC							
125191							
	SRVCE006422	REPAIR SPA TEMP	11/21/2013	210.00	210.00	01/08/2014	
	SRVCE006452	AUDITORIUM DISHWASHER RE	12/18/2013	210.00	210.00	01/08/2014	
Total 125191:				420.00	420.00		
LYLE SIGNS INC							
123209							
	1103192	SIGN HARDWARE	09/24/2013	541.50	541.50	01/08/2014	
	1146371	SIGN MAKING SUPPLIES	12/05/2013	1,365.00	1,365.00	01/08/2014	
Total 123209:				1,906.50	1,906.50		
MARCHANT, LAUREN							
129899							
	10044032	REFUND UTILITY DEPOSIT	12/06/2013	118.11	118.11	01/08/2014	
Total 129899:				118.11	118.11		
MARIC SALES							
6270							
	12041	SEWER JET NOZZLES	12/05/2013	250.65	250.65	01/08/2014	
Total 6270:				250.65	250.65		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	26718	COPIER - SHOP	12/09/2013	24.28	24.28	01/08/2014	
	26719	COPIER - REC CENTER	12/09/2013	2,336.19	2,336.19	01/08/2014	
	26720	COPIER - CITY HALL	12/09/2013	925.70	925.70	01/08/2014	
Total 7440:				3,916.28	3,916.28		
OWEN, DON							
125181							
	121713	VOLLEYBALL REFEREE	12/17/2013	75.00	75.00	01/08/2014	
Total 125181:				75.00	75.00		
PARK COUNTY							
7670							
	1436	LEC CONTRACT	12/25/2013	31,849.17	31,849.17	01/08/2014	
	1436	LEC UTILITIES	12/25/2013	991.42	991.42	01/08/2014	
Total 7670:				32,840.59	32,840.59		
PARK COUNTY PUBLIC HEALTH							
7720							
	1074	FLU SHOT	12/18/2013	25.00	25.00	01/08/2014	
	1075	HEP B VACCINE	12/20/2013	15.00	15.00	01/08/2014	
Total 7720:				40.00	40.00		
PARK COUNTY READY MIX							
7730							
	111349	GATE REPAIR	11/30/2013	306.75	306.75	01/08/2014	
Total 7730:				306.75	306.75		
PITNEY BOWES INC							
126886							
	8683311-DC13	POSTAGE MACHINE RENTAL	12/11/2013	616.38	616.38	01/08/2014	
Total 126886:				616.38	616.38		
PRIOR, JAMES A							
129902							
	7099016	REFUND CREDIT BALANCE	12/11/2013	175.77	175.77	01/08/2014	
Total 129902:				175.77	175.77		
RIMROCK TIRE INC							
8530							
	2-135753	TIRES A08	12/05/2013	247.00	247.00	01/08/2014	
Total 8530:				247.00	247.00		
ROCKY MOUNTAIN DISCOUNT SPORTS							
8680							
	68905	LITHIUM BATTERIES	12/20/2013	55.98	55.98	01/08/2014	
Total 8680:				55.98	55.98		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ROCKY MOUNTAIN POWER							
7570							
	122313	UTILITIES	12/23/2013	44.74	44.74	01/08/2014	
	122313	UTILITIES	12/23/2013	377.45	377.45	01/08/2014	
Total 7570:				422.19	422.19		
SAGE CIVIL ENGINEERING							
124355							
	2267	29TH ST PATHWAY PROJECT	10/18/2013	556.00	556.00	01/08/2014	
Total 124355:				556.00	556.00		
SCHOENING, WILLIAM D							
123147							
	121713	VOLLEYBALL REFEREE	12/17/2013	100.00	100.00	01/08/2014	
	121713	BASKETBALL REFEREE	12/17/2013	96.00	96.00	01/08/2014	
Total 123147:				196.00	196.00		
SHERMAN & REILLY INC							
123816							
	5880	TOOLS	12/03/2013	538.82	538.82	01/08/2014	
Total 123816:				538.82	538.82		
SHOSHONE OFFICE SUPPLY							
9140							
	100019	TONER	12/10/2013	113.98	113.98	01/08/2014	
	100098	TONER	12/10/2013	129.98	129.98	01/08/2014	
	100133	SUPPLIES	12/12/2013	73.99	73.99	01/08/2014	
	100150	SUPPLIES	12/12/2013	35.06	35.06	01/08/2014	
	100154	TONER , ENVELOPES	12/12/2013	526.17	526.17	01/08/2014	
	100185	SUPPLIES	12/18/2013	31.64	31.64	01/08/2014	
	100218	SUPPLIES	12/11/2013	11.17	11.17	01/08/2014	
	100254	TONER	12/17/2013	195.98	195.98	01/08/2014	
	100273	OFFICE SUPPLIES	12/17/2013	25.14	25.14	01/08/2014	
Total 9140:				1,143.11	1,143.11		
SITZ III, ALEX H.							
129379							
	14605	PROFESSIONAL FEES	12/19/2013	325.14	325.14	01/08/2014	
	14614	PROFESSIONAL FEES	12/19/2013	235.94	235.94	01/08/2014	
	14629	PROFESSIONAL FEES	12/19/2013	45.00	45.00	01/08/2014	
Total 129379:				606.08	606.08		
STAFFORD, JASON							
126104							
	121613	REIMBURSE FOR UNIFORMS	11/13/2013	28.00	28.00	01/08/2014	
Total 126104:				28.00	28.00		
STEWART'S MERCANTILE							
127774							
	2730-95	MEETING EXPENSE	12/06/2013	67.20	67.20	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127774:				67.20	67.20		
STINE BUSS WOLFF WILSON							
127032							
	91022	AUDIT SERVICES	11/03/2013	20,500.00	20,500.00	01/08/2014	
Total 127032:				20,500.00	20,500.00		
SUNSET PROPERTIES, INC							
129619							
	042513	CONTRACTOR BOARD MEETIN	04/25/2013	87.32	87.32	01/08/2014	
	112113	CONTRACTOR BOARD MEETIN	11/21/2013	103.84	103.84	01/08/2014	
	121913	CONTRACTOR BOARD MEETIN	12/19/2013	119.18	119.18	01/08/2014	
Total 129619:				310.34	310.34		
TCT WEST							
129905							
	100389451	INTERNET - PARKS SHOP	12/01/2013	193.00	193.00	01/08/2014	
Total 129905:				193.00	193.00		
TCT WEST, INC							
123747							
	121713	REIMBURSE FOR SEWER REP	12/17/2013	415.00	415.00	01/08/2014	
Total 123747:				415.00	415.00		
THE UPS STORE							
6240							
	3689	EVIDENCE SHIPPING	12/09/2013	18.60	18.60	01/08/2014	
	4182	SHIPPING - SUPPLIES EL	12/16/2013	16.49	16.49	01/08/2014	
	4276	WATER SAMPLE SHIPPING	12/17/2013	38.82	38.82	01/08/2014	
	4322	RTP GRANT APPLICATION: BE	12/18/2013	17.99	17.99	01/08/2014	
	9667	SHIPPING	11/27/2013	167.58	167.58	01/08/2014	
	9667	LESS SALES TAX (-\$1.92)	11/27/2013	1.92-	1.92-	01/08/2014	
Total 6240:				257.56	257.56		
TITAN MACHINERY							
128262							
	27124447	FROST TEETH - BACKHOE	12/05/2013	152.36	152.36	01/08/2014	
Total 128262:				152.36	152.36		
TRACTOR & EQUIPMENT CO							
9930							
	BLCS0556833	BLADE SHIMS	12/05/2013	261.20	261.20	01/08/2014	
Total 9930:				261.20	261.20		
TRIPLE THREAT SPORTS							
129904							
	121313	3 ON 3 BASKETBALL TOURNAM	12/13/2013	507.50	507.50	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129904:				507.50	507.50		
VAN AUKEN, JOSH							
129009							
	120713	REIMBURSE FOR TRAVEL EXP	12/07/2013	15.24	15.24	01/08/2014	
Total 129009:				15.24	15.24		
WAL MART COMMUNITY BRC							
10330							
	00671	SHOP SUPPLIES	12/09/2013	31.88	31.88	01/08/2014	
	01824	SR BRUNCH	12/05/2013	174.62	174.62	01/08/2014	
	020909	SQUAD ROOM SUPPLIES	12/20/2013	496.67	496.67	01/08/2014	
	02808	SUPPLIES	12/11/2013	11.96	11.96	01/08/2014	
	02809	TINY TOTS	12/11/2013	82.97	82.97	01/08/2014	
	07914	GATORAID	12/16/2013	17.94	17.94	01/08/2014	20008
	07914	BOTTLED WATER	12/16/2013	2.48	2.48	01/08/2014	20009
	07914	Fruit Snacks	12/16/2013	45.58	45.58	01/08/2014	20026
	07914	Snack Cakes	12/16/2013	12.42	12.42	01/08/2014	20027
	07914	Chips	12/16/2013	9.98	9.98	01/08/2014	20031
	07914	Crackers	12/16/2013	6.22	6.22	01/08/2014	20034
	07914	Pizza	12/16/2013	25.48	25.48	01/08/2014	20045
	07914	Popcorn	12/16/2013	5.00	5.00	01/08/2014	20049
	07914	Ramen Soup	12/16/2013	16.16	16.16	01/08/2014	20050
	07914	Applesauce	12/16/2013	3.36	3.36	01/08/2014	20055
	07914	Hot Dogs	12/16/2013	8.88	8.88	01/08/2014	20053
	07915	OFFICE SUPPLIES	12/16/2013	14.45	14.45	01/08/2014	
	07961	CRAFT SUPPLIES FOR PROGR	12/06/2013	308.22	308.22	01/08/2014	
Total 10330:				1,274.27	1,274.27		
WALDNER, AMBER							
129906							
	13196050	REFUND UTILITY DEPOSIT	12/16/2013	137.96	137.96	01/08/2014	
Total 129906:				137.96	137.96		
WATCO POOLS							
10370							
	16168	SOLENOID VALVE	06/05/2013	237.34	237.34	01/08/2014	
	16601	SHIPPING FOR PUMPS	07/12/2013	251.00	251.00	01/08/2014	
	17284	PUMP AND CONTROLLER	11/15/2013	2,952.00	2,952.00	01/08/2014	
	17284	PUMP AND CONTROLLER	11/15/2013	5,998.00	5,998.00	01/08/2014	
	17337	CPO TRAINING - PARKER / JEN	12/09/2013	650.00	650.00	01/08/2014	
	17342	POOL CHEMICALS	12/10/2013	1,107.48	1,107.48	01/08/2014	
Total 10370:				11,195.82	11,195.82		
WAYNE'S BOOT SHOP							
10430							
	11040	UNIFORMS - C16	12/12/2013	179.95	179.95	01/08/2014	
Total 10430:				179.95	179.95		
WCS TELECOM							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
124746							
	21482555	LONG DISTANCE	12/01/2013	124.67	124.67	01/08/2014	
Total 124746:				124.67	124.67		
WESCO DISTRIBUTION INC							
10480							
	773888	TOOLS	12/06/2013	1,707.05	1,707.05	01/08/2014	
	774330	TOOLS	12/10/2013	1,189.95	1,189.95	01/08/2014	
	774866	SYSTEM REPAIRS	12/11/2013	403.97	403.97	01/08/2014	
	774867	OLIVE GLENN PHASE I	12/11/2013	229.95	229.95	01/08/2014	
Total 10480:				3,530.92	3,530.92		
WINTER EQUIPMENT CO							
125162							
	IV19744	SNOW PLOW EDGES	12/05/2013	2,382.40	2,382.40	01/08/2014	
Total 125162:				2,382.40	2,382.40		
WOODWARD TRACTOR CO							
10660							
	87044	2 CYCLE OIL	09/24/2013	14.94	14.94	01/08/2014	
	88261	SAFETY EQUIPMENT	12/10/2013	5.67	5.67	01/08/2014	
Total 10660:				20.61	20.61		
WYO DEPT OF AG. - EIMP GRANT							
127713							
	120413	MOSQUITO GRANT REFUND	12/04/2013	699.00	699.00	01/08/2014	
Total 127713:				699.00	699.00		
WYOMING DEPT OF AGRICULTURE							
123502							
	2013-501-1	FOOD LICENSE RENEWAL - AU	12/24/2013	50.00	50.00	01/08/2014	
Total 123502:				50.00	50.00		
WYOMING FIRE SAFETY							
10830							
	34436	FIRE EXTINGUISHER MAINTEN	12/19/2013	148.00	148.00	01/08/2014	
	34437	FIRE EXTINGUISHER MAINTEN	12/19/2013	150.00	150.00	01/08/2014	
Total 10830:				298.00	298.00		
WYOMING HOME & RANCH							
129698							
	27569	REPLACEMENT GFI OUTLET	11/21/2013	2.99	2.99	01/08/2014	
	29130	REPLACEMENT XMAS LIGHT S	12/05/2013	26.99	26.99	01/08/2014	
Total 129698:				29.98	29.98		
WYOMING PEACE OFFICERS ASSC.							
127646							
	2013	WPOA DUES	12/17/2013	190.00	190.00	01/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127646:				190.00	190.00		
WYOMING TECH TRANS CENTER							
11020							
	744004	SOILS CLASS	12/17/2013	135.00	135.00	01/08/2014	
Total 11020:				135.00	135.00		
YANKEE CAR WASH							
128282							
	113013	CAR WASHES - PD	11/30/2013	95.82	95.82	01/08/2014	
	113013	CAR WASHES - COMM DEV	11/30/2013	10.00	10.00	01/08/2014	
Total 128282:				105.82	105.82		
Grand Totals:				484,406.24	484,406.24		

Payroll 12/18/13 \$223,525.93

Payroll 12/31/2013 \$239,965.59

Grand Total \$831,812.08

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

MEETING DATE: JANUARY 7, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Purchase Card Agreement

ACTION TO BE TAKEN:

Authorize the Mayor to sign the Commercial Card Master Agreement for Government Entities with U.S. Bank for purchase card services.

SUMMARY OF INFORMATION:

Purchase cards (also known as procurement cards or P-Cards) are specialized credit cards that are issued to staff for the purchase of materials, supplies, good and services. The purpose of a purchase card program is to provide an efficient, cost-effective method of purchasing and paying for small-dollar as well as high-volume purchases. This type of program is used as an alternative to the traditional purchasing process and can result in a significant reduction in the volume of invoices and checks processed. Purchase cards are also a recommended practice of the Government Finance Officers Association.

In September 2013, after soliciting proposals from interested banks, a committee consisting of Jenni Rosencranse, Cindy Baker, Sara Weed and me reviewed and evaluated the proposals. Based on the services offered, the cost of the services and the potential rebate available the committee selected the US Bank proposal.

After negotiations, Scott Kolpitcke has approved the final agreement and, if accepted by Council, we plan to phase in the program beginning with the Parks, Facilities, Recreation and Aquatics departments. We anticipate that within 6 to 8 months the remaining departments will be transitioned into the purchase card program.

FISCAL IMPACT

The potential benefits to the City include:

(1) Increased work efficiency – by using purchase cards the City would be reducing the number of invoices coded and processed each cycle. Rather than reviewing and coding the numerous individual invoices supervisors would be able to review and code all purchases electronically at any time they wish; they would not have to wait for the paper invoice to arrive. Administrative staff would also be able to import the electronic statements into the accounts payable system, reducing the amount of time spent manually entering each transaction. Additionally, there would be less staff time needed to follow up on missing invoices and unreadable signatures.

(2) Cost reduction – in addition to the staff time efficiency savings the City would also see reduced costs for supplies and postage due to fewer checks being printed, decreased advertising costs for the

AGENDA ITEM NO. _____

bi-monthly Council minutes and voucher lists, and a decrease in finance charges paid due to late payments on invoices. Additionally, the City has the potential to earn annual cash rebates based on the City's purchase volume.

(3) Accountability – purchase cards offer an additional level of internal controls over the purchasing process through greater accountability. Since purchase cards are issued to individual employees each purchase can be traced back to a specific employee. Under the current system, anyone can use a City store charge account. This has created situations where the purchaser cannot be identified or the purchase cannot be confirmed to be a valid City expense. The City would also have greater control over who makes purchases on behalf of the City since purchase cards would be issued to only those employees authorized under the program. This would reduce the current risk of former or non-employees charging on City accounts.

(4) Rebates – the City will be eligible to receive annual cash rebates based on purchase volume and timeliness of payments. Until the program is fully up and running we do not know what the rebate amounts will be but based on the proposed rebate schedule we anticipate it will be approximately 1.075% of our total annual purchase card charges.

ALTERNATIVES

- (1) Authorize the Mayor to sign the purchase card agreement
- (3) Do not authorize the Mayor to sign the purchase card agreement and continue with the current purchasing process

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

U.S. BANK COMMERCIAL CARD MASTER AGREEMENT FOR GOVERNMENT ENTITIES

This Commercial Card Master Agreement (the “**Agreement**”) governs the U.S. Bank Commercial Card Program (the “**Commercial Card Program**”) and is entered into by and between U.S. Bank National Association (“**U.S. Bank**”) and the Government Entity of City of Cody, Wyoming (“**Government Entity**”). This Agreement shall become effective upon signing by or on the behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like agreement(s) with Government Entity.

I. CREDIT PROVISIONS

- A. Financial Information.** The establishment of a Commercial Card Program provides an extension of credit, and Government Entity shall provide sufficient information for U.S. Bank to perform periodic credit reviews. To become credit qualified, the Government Entity shall provide the last three (3) years of audited financial statements to U.S. Bank prior to the issuance of any cards and shall provide annual financial statements on or before one hundred eighty (180) days after the end of the Government Entity’s fiscal year. If satisfactory financial information can be found on the Government Entity’s website, U.S. Bank will not require the Government Entity to provide financial information that it can obtain on its own.
- B. Aggregate Product Credit Limit and Account Credit Limits.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an “**ACL**”) for each Account and an Aggregate Product Credit Limit (the “**PCL**”) for all Accounts shall be established by U.S. Bank pursuant to this Agreement.
1. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Government Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Government Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
 2. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
 - a. **Government Entity Accounts.** U.S. Bank shall provide notice to Government Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Government Entity shall have thirty (30) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
 - b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account. Based on the credit worthiness of Government Entity and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish an ACL of no less than five hundred U.S. Dollars (\$500.00).
 - c. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.
- C. ATM Access / Cash Advances.** U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. If Government Entity elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity.
- D. Convenience Checks.** U.S. Bank can issue Convenience Checks to Cardholders designated by Government Entity. Replenishment of Convenience Checks will occur upon request by the Cardholder, subject to the Cardholder’s Account status and cash availability. Convenience Check transactions are posted to the Cardholder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Government Entity. There are a number of limitations associated with Convenience Checks:
1. **Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of Purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check, the identity of the person signing the Convenience Check, or restrict the use of Convenience Checks to specific Merchant types.
 2. **Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Association regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Cardholder, which is governed by the applicable law pertaining to negotiable instruments, there are no dispute rights once a Convenience Check is used to make a Purchase.
 3. **Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Cardholder’s Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Government Entity.
 4. **Limitation of Liability.** U.S. Bank is not liable for any damages resulting from U.S. Bank’s refusal to honor a Convenience Check presented for payment.

II. U.S. COMMERCIAL CARD PROGRAMS

- A. Card Products.** U.S. Bank may provide the following Card Products to Government Entity and its Cardholders. Card Product availability and Card Products for which Government Entity has been approved are specified in Schedule 1.
- 1. U.S. Bank Corporate Card.** The U.S. Bank Corporate Card is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Government Entity. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.
 - 2. U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability card designed for use by Government Entities or Cardholders to charge business related goods and services. Government Entity may also elect to have Cards issued to family members relocating employees. Unless requested for a different duration, Managed Spend has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of the Government Entity and its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).
 - 3. U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Government Entity.
 - 4. U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Government Entity. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.
 - 5. U.S. Bank Global Card.** The U.S. Bank Global Card, designed for Cardholders who travel internationally, has the Europay, MasterCard and VISA ("EMV") standard technology in addition to the traditional magnetic stripe technology in order to enable broader acceptance outside the United States. The Global Card has all the same functionality as Government Entity's Corporate Card or One Card.
- B. Card and Account Issuance.** Government Entity shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Government Entity during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, such as through Access Online, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.
- 1. Credit Checks.** With respect to any such application, U.S. Bank reserves the right, at its sole cost and expense and to the extent permitted by applicable law, to conduct a credit check on any Cardholder for any accounts that do not have Corporate Liability. for any Debt incurred under this Agreement.
 - 2. Exclusion.** U.S. Bank shall have the right to reject any Cardholder application in which the Cardholder may have sole and/or shared liability for any Debt incurred under this Agreement.
 - 3. Card Delivery.** Unless Government Entity notifies U.S. Bank to the contrary, U.S. Bank shall issue Cards and/or Accounts directly to Cardholders.
 - 4. Creation of Cards by Government Entity.** Government Entity has the ability to create Cards on its own through the use of Access Online. Such Cards can be created with or without an individual's name embossed on the face of the Cards. Acceptance of Cards without a name embossed on the face of the Cards is at the discretion of Merchants.
- C. Billing and Payment.** U.S. Bank provides a variety of billing options. The availability of billing options may differ between Card Products. Billing option availability and the billing options for which Government Entity has been approved is specified herein in Schedule 1. Government Entity or Cardholder shall pay the amount due on the Statement by the Due Date.
- 1. Individual Bill.** Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Government Entity may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts.
 - 2. Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Government Entity will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Government Entity receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
 - 3. Billing Disputes.** Billing disputes must be communicated in writing to U.S. Bank at the address specified in Section V.L. herein or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.

4. **Merchant Category Disclaimer.** Upon request by Government Entity, U.S. Bank may either prevent or restrict usage of its Card Products to selected Merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:
 - a. **Limitation of Liability.** U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of Government Entity.
 - b. **Incorrect Merchant Category Codes.** To the extent Government Entity believes a Merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.
 5. **Trailing Transactions.** Upon cancellation of an Account, the Government Entity and/or Cardholder must cancel the billing of all reoccurring Transactions to the Account.
- D. **Liability.** U.S. Bank provides a variety of liability options. The availability of liability options may differ between Card Products. Liability option availability and the liability option(s) for which Government Entity has been approved is/are specified in Schedule 1.
1. **Corporate Liability.** Government Entity is solely liable to U.S. Bank for all billed Transactions.
 2. **Joint and Several Liability.** Government Entity and the Cardholder are jointly and severally liable to U.S. Bank for all billed Transactions.
 3. **Contingent Liability.** Cardholder is liable to U.S. Bank for all billed Transactions. Government Entity has contingent liability, which means Government Entity is liable for any billed Transactions that are legitimate business charges and have not been previously reimbursed by Government Entity to the Cardholder.
 4. **Liability Exceptions.** Government Entity may be liable for all billed Transactions, regardless of liability option specified in Schedule 1, in the following circumstances:
 - a. **Failure to Notify; Liability Exceptions.** Government Entity shall immediately notify U.S. Bank of any of the following:
 - (i) Termination of employment of any Cardholder;
 - (ii) Any lost or stolen Card for which the Government Entity has liability;
 - (iii) Any compromised Account for which the Government Entity has liability; or
 - (iv) Any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.Government Entity shall provide sufficient information as may be requested by U.S. Bank for U.S. Bank to act on such notifications. Failure of Government Entity to provide notification may result in Government Entity's or Cardholder's liability to pay for all Transactions on such Cards and/or Accounts notwithstanding any liability option specified in Schedule 1. Liability is limited to period of time from when notification should have been received to when notification is actually received and only for those Transactions that U.S. Bank cannot either charge back to the Merchant or collect directly from the Cardholder. In any event, regardless of the liability option chosen, Cardholder's liability will not exceed fifty U.S. Dollars (\$50.00).
- E. **Delinquency.** If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Government Entity and/or Cardholder by the Due Date, U.S. Bank shall have the following rights:
1. **Suspension.** U.S. Bank shall have the right to suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
 2. **Cancellation.** U.S. Bank shall have the right to cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
 3. **Late Fees.** U.S. Bank shall have the right to bill Late Fees on all delinquent Accounts, as specified in Schedule 1.
 4. **Collection Fees.** U.S. Bank shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a cancelled Account.

III. SECURITY AND CONFIDENTIALITY

- A. **Security.** U.S. Bank and the Government Entity shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.
- B. **Confidentiality.** The Parties agree to the following provisions regarding the use and disclosure of Confidential Information:
 1. **Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means information supplied by one Party ("**Disclosing Party**") to the other Party ("**Recipient**") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
 - a. **U.S. Bank Confidential Information.** U.S. Bank and Government Entity agree that the Commercial Card Program and/or Global Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Government Entity agrees that

- C. Termination for Cause by Government Entity.** Government Entity shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to U.S. Bank upon one or more of the following events:
1. U.S. Bank's reduction of Government Entity's PCL and/or ACL, as defined in Section I. B., has materially and adversely affected Government Entity's utilization of any Card Product or the Commercial Card Program.
 2. U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal and/or presentation provided to Government Entity by U.S. Bank in contemplation of this Agreement, provided that:
 - a. Government Entity has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal and/or presentation; and
 - b. U.S. Bank has failed to successfully complete all deliverables agreed to in the action plan.
- D. Termination for Cause by U.S. Bank.** U.S. Bank shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to Government Entity upon one or more of the following events:
1. A material adverse change in the business prospects or financial condition of the Government Entity.
 2. The overall relationship is unprofitable for U.S. Bank, provided that:
 - a. U.S. Bank has worked with Government Entity to develop a sixty (60) day action plan to return the relationship to profitability; and
 - b. Government Entity has failed to successfully complete all deliverables agreed to in the action plan.
- E. Effect of Termination.** Upon termination of this Agreement, all applicable Cards, Accounts, and/or related services shall be deemed canceled as referenced in such termination notification. Such cancellation shall be effective upon notification of termination to the other Party as referenced herein. Upon termination, Government Entity shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers. U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Government Entity shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date, in accordance with the liability options on Schedule 1.
- F. Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Card Product and/or Ancillary Service provided on Schedule 1, or termination of this Agreement in its entirety, shall survive any such termination.

V. OTHER TERMS AND CONDITIONS

- A. Intellectual Property.** Government Entity and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Government Entity and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
- B. No Third Party Beneficiaries or Claims.** Any Commercial Card Program and/or Global Commercial Card Program provided to Government Entity by U.S. Bank is for the sole and exclusive benefit of Government Entity and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.
- C. Limitation of Liability.** NEITHER GOVERNMENT ENTITY, U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES AND ASSIGNS SHALL IN ANY EVENT BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.
- D. Representations and Warranties.** Each Party represents and warrants with respect to such Party that:
1. This Agreement constitutes a valid, binding and enforceable agreement;
 2. The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;
 3. The execution of this Agreement and the performance of the obligations hereunder shall not cause a material breach of any duty arising in law or equity; and
 4. As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement.

The Parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement in accordance with Section IV.B.3.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO GOVERNMENT ENTITY OR TO ANY OTHER PERSON OR THIRD PARTY, WITH RESPECT TO THE COMMERCIAL CARD PROGRAM OR THE GLOBAL COMMERCIAL CARD PROGRAM PROVIDED BY U.S. BANK OR ITS REPRESENTATIVES OR WITH RESPECT TO SOFTWARE SERVICES PROVIDED OR MADE AVAILABLE TO GOVERNMENT

ENTITY OR ANY OTHER PERSON FOR ITS USE BY U.S. BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE THEREUNDER.

- E. Modification or Amendment.** This Agreement shall not be modified or amended except by writing and signed by both Government Entity and U.S. Bank.
- F. Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.
- G. Non-Waiver.** The failure of U.S. Bank or Government Entity to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Government Entity of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.
- H. Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- I. Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- J. Sole Provider.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Government Entity of the Card Products and Ancillary Services set forth in Schedule 1.
- K. Commercial Card Program and Card Issuance.** U.S. Bank has approved Government Entity for the Commercial Card Program in the United States and shall provide the products and options indicated in Schedule 1. Government Entity shall designate to U.S. Bank proposed employees who are anticipated to incur expenses on behalf of Government Entity and who are to receive Accounts, with or without Cards, by submitting information in a format specified by U.S. Bank. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion. Due to fluctuations in foreign exchange rates, a credit transaction may not be in the same amount as the original debit transaction.
- L. Notice and Communication.** Except with respect to notices relating to the status of individual Cards and/or Accounts, all notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses set forth below, unless otherwise specified herein, and must be in writing, postage prepaid or hand delivered. Either Party may change its address by written notice to the other Party.

U.S. Bank	Government Entity
U.S. Bank National Association Corporate Payment Systems Mail Code EP-MN-L26C 200 South Sixth Street Minneapolis, MN 55402 U.S.A. Attn: CPS Contract Services	City of Cody 1338 Rumsey Ave. Cody, WY 82414

- M. USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Government Entity and Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify each Government Entity and Cardholders prior to establishing an Account under or in connection with the Agreement. U.S. Bank reserves the right to require that Government Entity and Cardholders promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.
- N. Governing Law.** Except as provided to the contrary herein, the law of the state in which Government Entity resides and applicable federal laws and regulations of the United States shall apply to all Commercial Card Program services provided by U.S. Bank under this Agreement. Notwithstanding the foregoing, the laws of the State of Minnesota and applicable federal laws and regulations of the United States shall govern Software Services provided to Government Entity under this Agreement.

- O. Interchange Rate.** The Revenue Sharing Opportunity described in this Agreement is based on current interchange rates determined by the Association. These interchange rates are subject to change by authorities outside the control of U.S. Bank. In the event of a decrease or increase in the Association's published interchange rates by five percent (5%) or more, U.S. Bank will have the right to replace the current Revenue Sharing Opportunity with a new Revenue Sharing Opportunity proportionate to the change of the revised interchange rates.
- P. Other Agreements and Regulations.** In addition to this Agreement, the products and services provided to Government Entity are subject to the following additional agreements and/or regulations:
1. **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the "NACHA Rules");
 2. **Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and
 3. **Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.
- Q. Disputes.** All disputes regarding Charges or billings for the U.S. Bank Commercial Card Program shall be communicated in writing through Access Online or by mail within sixty (60) days of statement date to U.S. Bank at the address set forth below:

U.S. Bank
 P.O. Box 6344
 Fargo, ND 58125-6344 U.S.A.

- R. Customer Service.** Government Entity and Cardholders may call the following telephone numbers to report termination of employment of any Cardholder, lost or stolen Cards or compromised Accounts, or to ask questions about Commercial Card Program Services or U.S. Bank Accounts.

800-344-5696 (Program Services)	24 hours per day / 7 days per week
877-887-9260 (Cardholders, Software Customer Service)	24 hours per day / 7 days per week
877-452-8083(Program Administrator, Software Customer Service)	6:30 a.m.-8:00 p.m., CST Monday-Friday

VI. DEFINITIONS

- A. Definitions.** All capitalized terms used in this Agreement are defined herein and shall have the following meaning:
1. **"Account"** means any account established by U.S. Bank pursuant to this Agreement in the name of Government Entity, Government Entity Agencies or Political Subdivisions and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
 2. **"Affiliate"** means a Person that directly or indirectly controls, is controlled by, or is under common control with, the Person specified.
 3. **"Ancillary Services"** means any additional services offered in conjunction with an Account, including but not limited to Cash Advances, Convenience Checks and U.S. Bank Expense Management.
 4. **"Association"** means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
 5. **"Billing Cycle"** means the period of time from which a Statement is generated until the next Statement is generated.
 6. **"Card"** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Government Entity and/or Cardholders.
 7. **"Cardholder"** means an individual employee of Government Entity, named as the holder of the Account or using the Account in the name of Government Entity, regardless of whether a physical card is issued in conjunction with the Account.
 8. **"Cardholder Agreement"** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.
 9. **"Card Products"** means the standard U.S. Bank commercial card product offerings, including but not limited to the Purchase Card, Corporate Card, Managed Spend Card, Executive Card, One Card, Global Card.
 10. **"Cash Advance"** means an advance of cash in the form of cash or check that, if permitted according to the terms of this Agreement, is charged to an Account.
 11. **"Cash Advance Fee"** means the fee charged by U.S. Bank for a Cash Advance according to the terms of Schedule 1.

12. **“Central Billing Account”** means any Account used for consolidating Transactions from one or more other Accounts for centralized corporate billing purposes. Central Billing Account includes, but is not limited to **“Central Billing Accounts”**, **“Central Travel Accounts” (CTA)** and **“Central Travel System Accounts” (CTS)**.
13. **“Charge”** means any transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
14. **“Charge-off”** means any amount due and owing that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
15. **“Commercial Card Program”** means the Card Products and Ancillary Services offered by U.S. Bank or a Participating Bank.
16. **“Control”** or **“Controlled”** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
17. **“Convenience Checks”** means the drafts drawn against an Account by the Cardholder for Purchases.
18. **“Data”** means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program and/or any such information provided by a Lead and/or Participating Bank associated with the Global Commercial Card Program.
19. **“Debt”** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or Cardholders.
20. **“Due Date”** means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
21. **“Fees”** means all fees that are posted to an Account and due and payable to U.S. Bank by Government Entity, Government Entity Agencies and Political Subdivisions, and/or its Cardholders that are associated with any Commercial Card Program and/or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.
22. **“Foreign Transaction Fee”** means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
23. **“Fraudulent Charges”** mean those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder.
24. **“Intellectual Property”** or **“Intellectual Property Rights”** means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
25. **“Late Fee”** means the fees associated with any Debt that remains unpaid to U.S. Bank by Government Entity and/or Cardholders after the Due Date on the Statement.
26. **“MasterCard”** means MasterCard[®] USA, Inc., MasterCard International, and any other MasterCard entity identified in Schedule 1.
27. **“Merchant”** means any entity that has entered into an agreement that governs the acceptance of Cards.
28. **“Merchant Category Code”** means the code established by the Associations that identifies and classifies goods or services offered by a Merchant. Each Merchant designates its Merchant Category Code to the applicable Association.
29. **“Parent”** means any Person that Controls a Party.
30. **“Party”** means any one of U.S. Bank or Government Entity, and **“Parties”** means U.S. Bank and Government Entity.
31. **“Past Due Balance”** means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Government Entity and/or Cardholder after the Due Date specified on such Statement.
32. **“Person”** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
33. **“Political Subdivision Addendum”** means the Commercial Card Program Political Subdivision Addendum used by Political Subdivisions to join Government Entity’s Commercial Card Program and attached to this Agreement as Exhibit 2.
34. **“Program Administrator”** means the employee designated by Government Entity to serve as the primary point of contact between Government Entity and U.S. Bank and shall be trained and have thorough knowledge of Commercial Card Programs offered by U.S. Bank to Government Entity.
35. **“Purchase”** means a purchase of goods and/or services that is charged to an Account.
36. **“Statement”** means, with respect to one or more accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.

U.S. Bank Commercial Card Master Agreement for Government Entities

- 37. **“Summary Statement”** means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
- 38. **“Transaction”** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
- 39. **“U.S. Bank Expense Management”** means the automated expense management and reporting solution offered by U.S. Bank.
- 40. **“Visa”** means Visa® USA, Inc., Visa International Service Association, Inc. and any other Visa entity identified in Schedule 1.

VII. SCHEDULES. The following schedules are attached to and incorporated into this Agreement:

- A. Schedule 1 – Approved Card & Account Products/ Ancillary Services/Fees
- B. Schedule 2 – Revenue Sharing Opportunity
- C. Schedule 3 – Large Ticket Revenue Sharing Opportunity

VIII. AUTHORIZATION AND EXECUTION

- A. **Authorization.** Government Entity certifies to U.S. Bank that the person executing this Agreement is authorized by Government Entity in accord with its organization rules and applicable law to bind Government Entity to the Terms and Conditions of this Agreement, including the authority to incur Debt in the name of Government Entity.
- B. **Execution.** By signing below, the individual(s) signing this Agreement in his or her capacity as an authorized signing officer of Government Entity and not in his or her personal capacity, certifies and warrants that (1) all action required by Government Entity’s organizational documents to authorize the signer(s) to act on behalf of Government Entity in all actions taken under this Agreement, including but not limited to, the authority to incur Debt on behalf of Government Entity, has been taken, (2) each signer is empowered in the name of and on behalf of Government Entity to enter into all transactions contemplated in this Agreement and (3) the signatures appearing on all supporting documents of authority, if any, are authentic.
- C. **Reliance.** Government Entity has read, understands and agrees to all terms and conditions in this Agreement, and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Agreement.
- D. **Signatures.** In witness whereof, the Parties have, by their authorized representatives, executed this Agreement.

Dated this _____ day of _____, 20__	Dated this _____ day of _____, 20__
By Government Entity:	By U.S. Bank:
City of Cody, Wyoming	U.S. Bank National Association
(Entity Name)	
_____	_____
(Signature of Authorized Signer)	(Signature of Authorized Signer)
_____	Kelly M. Caspers
(Printed Name of Authorized Signer)	(Printed Name of Authorized Signer)
_____	Vice President
(Printed Title of Authorized Signer)	(Printed Title of Authorized Signer)

Approved as to form:

 (Signature of Attorney for Government Entity)

 (Printed Name of Attorney)

Schedule 1
Approved Card & Account Products/ Ancillary Services/Fees

Confidential

A. Commercial Cards & Accounts

CARD PRODUCT FEES					
Card Product	Liability Option	Billing Cycle	Payment Due Date	Card Product Fees	
Corporate Cards/Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	25 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000.00	0% 2.5% \$2.00 \$0.00
Purchase Cards/Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee	1.0% 2.5% \$2.00
One Cards <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Travel Accident Ins. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Monthly with bi-weekly available	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000.00	1.0% 2.5% \$2.00 \$0.00
Central Billing Accounts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Product or Program Type: <input type="checkbox"/> Corporate Card <input checked="" type="checkbox"/> One Card <input type="checkbox"/> Purchase Card Travel Accident Ins. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Travel Accident Insurance is only available with Central Billing Accounts associated with the Corporate Card or One Card)	Corporate	Monthly with bi-weekly available	Corporate Card: 25 Days Purchase Card and One Card: 14 Days	Corporate Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Purchase Card and One Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000.00	0% 2.5% \$2.00 1.0% 2.5% \$2.00 \$0.00
Managed Spend/Declining Balance Accounts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Product or Program Type: <input type="checkbox"/> Corporate Card <input checked="" type="checkbox"/> One Card <input type="checkbox"/> Purchase Card Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Travel Accident Insurance is only available with Central Billing Accounts associated with the Corporate Card or One Card)	Corporate	Monthly	Corporate Card: 25 Days Purchase Card and One Card: 14 Days	Corporate Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Purchase Card and One Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000.00	0% 2.5% \$2.00 1.0% 2.5% \$2.00 \$0.00

Schedule 1
Approved Card & Account Products/ Ancillary Services/Fees

Confidential

<p>Global Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Product or Program Type: <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card</p> <p>Travel Accident Insurance is available in the same amount as the Product or Program with which the Global Card is associated.</p>	<p>Liability Option, Billing Cycle and Payment Due Date are the same as the Liability Option, Billing Cycle and Payment Due Date of the Product or Program with which the Global Card is associated.</p>	<p>Programs will be evaluated each year for use to determine the percentage of Global Card Accounts with international Transactions. A fee will be charged if seventy-five percent (75%) or fewer Global Card Accounts have international Transactions, and only to those Global Card Accounts that do not have international Transactions.</p> <p>Late Fees are the same as the Late Fees of the Product with which the Global Card is associated.</p> <p>Travel Accident Insurance</p>	<p>\$10.00 for each Global Card Account</p> <p>\$0.00</p>
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The Following Fees Apply to All Card Products

Annual Card Fee	\$0.00
Expedited Card Delivery Fee, per delivery	\$20.00
Non-Sufficient Funds Fee, per occurrence	\$15.00
Statement Copy, each	\$5.00
Draft Copy, each	\$5.00
Expense Management Fee, Annual, per Account or Card	\$40.00

B. Ancillary Services and Fees

Ancillary Service	Description	Fee
<p>Convenience Checks</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Product or Program Type</p> <p><input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card</p>	<p>Transaction Fee Minimum Fee</p> <p>Returned Check Fee</p> <p>Stop Payment Fee</p> <p>Copy Fee</p>	<p align="right">2.5% \$2.00</p> <p align="right">\$15.00 \$15.00 \$5.00</p>
<p>ATM Access / Cash Advances</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Product or Program Type</p> <p><input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card</p>	<p>Transaction Fee Minimum Fee</p>	<p align="right">2.5% \$2.00</p>

C. Contract Term

Commencement Date	Base Period
<p><input checked="" type="checkbox"/> Date of Contract Execution by U.S. Bank</p> <p><input type="checkbox"/> Other Date: _____</p>	<p align="center">Five Years</p>

D. Foreign Transaction Fees. U.S. Bank currently assesses a two and one half percent (2.5%) Foreign Transaction Fee but reserves the right to raise the fee with sixty (60) days prior written notice to Government Entity.

E. Sales Volume Estimates. Schedule 2 has been prepared by U.S. Bank using the following non-binding sales volume estimates which were provided to U.S. Bank by Government Entity:

1. One Card

Year	Estimated Sales Volume
1	\$3,000,000.00
2	\$3,000,000.00
3	\$3,000,000.00
4	\$3,000,000.00
5	\$3,000,000.00

A. One Card Revenue Share.

1. Terminology.

- a. **"Account"** means any account number to which Charges and payments may be posted. This includes One Cards and Central Billing Accounts.
- b. **"Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
- c. **"Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
- d. **"File Turn Days"** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates. Year.
- e. **"File Turn Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement.
- f. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder
- g. **"Net Annual Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Agreement Year.
- h. **"Revenue Share"** means the combination of the Performance Rebate and Volume Rebate.
- i. **"Total Rebate Percentage"** means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

2. Conditions. The following conditions apply to all Revenue Share opportunities:

- a. **Timing.** The first Revenue Share payment, if any, shall be made within ninety (90) days of the completion of the first (1st) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, any Revenue Share payments due shall be made on the next business day.
- b. **Adjustments.** Any Revenue Share payment made pursuant to the Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the Parties is valid or has been terminated.
- c. **Penalties.** In the event that the Agreement is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Year after the completion of the Base Period by Government Entity without cause or by U.S. Bank with cause, and/or the sole provider provision of this Agreement is violated, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Government Entity.
- d. **Confidentiality.** Government Entity expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties without U.S. Bank's prior written consent, which may be exercised at its sole option, unless required by law or regulation, including pursuant to the Wyoming Public Records Act at W.S. 16-4-201 through 16-4-205.

3. Minimum Performance Requirements. No Revenue Share calculation shall be made unless:

- a. The File Turn Days Payment Performance for all Account Statements is equal to or less than twenty-nine (29) File Turn Days.
- b. The Net Annual Charge Volume is equal to or greater than five hundred thousand U.S. Dollars (\$500,000.00).

4. Performance Rebate. U.S. Bank shall pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate ("**Performance Rebate**"). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

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Table A			
File Turn Days	Performance Rebate Percentage	File Turn Days	Performance Rebate Percentage
29	0.000%	14	0.075%
28	0.005%	13	0.080%
27	0.010%	12	0.085%
26	0.015%	11	0.090%
25	0.020%	10	0.095%
24	0.025%	9	0.100%
23	0.030%	8	0.105%
22	0.035%	7	0.110%
21	0.040%	6	0.115%
20	0.045%	5	0.120%
19	0.050%	4	0.125%
18	0.055%	3	0.130%
17	0.060%	2	0.135%
16	0.065%	1	0.140%
15	0.070%	0	0.145%

5. **Volume Rebate.** U.S. Bank will pay to Government Entity a portion of its aggregate Net Annual Charge Volume through a rebate (“**Volume Rebate**”). The Volume Rebate will be based on the Net Annual Charge Volume. The Volume Rebate calculation will be made in accordance with Table B, below.

Table B	
Net Annual Charge Volume	Volume Rebate Percentage
\$500,000.00	1.00%
\$2,500,000.00	1.20%
\$5,000,000.00	1.25%

6. **Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank will calculate the Net Annual Charge Volume for the same Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. U.S. Bank will next add the Performance Rebate and Volume Rebate to arrive at the Total Rebate Percentage. Annually, U.S. Bank will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Agreement Year. The result will be the gross Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.

A. One Card Large Ticket Revenue Share.

- 1. Definitions.** All capitalized terms used in this Schedule are defined herein and shall have the following meaning:
 - a. "Account"** means any account number to which Charges and payments may be posted. This includes One Cards and Central Billing Accounts.
 - b. "Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Agreement.
 - c. "Charge-off"** means any amount due and owing to U.S. Bank or its Affiliates by Government Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
 - d. "File Turn Days"** means the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
 - e. "File Turn Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement Year.
 - f. "Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Government Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Government Entity and/or a Cardholder
 - g. "Large Ticket Average Transaction Size"** means the Large Ticket Volume divided by the number of large ticket purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
 - h. "Large Ticket Revenue Share"** means the combination of the Large Ticket Performance Rebate and Large Ticket Volume Rebate.
 - i. "Large Ticket Volume"** means only those Charges which the Association governing Government Entity's Commercial Card Program has determined qualify for large ticket interchange rates and which are processed by such Association using large ticket interchange rates, less credits, for each Agreement Year. All other Charges and all amounts related to fees, cash advances, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.
 - j. "Total Large Ticket Rebate Percentage"** means the sum total of the Large Ticket Performance Rebate Percentage and the Large Ticket Volume Rebate Percentage.
- 2. Conditions.** The following conditions apply to all Large Ticket Revenue Share opportunities:
 - a. Timing.** The first Large Ticket Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first (1st) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Large Ticket Revenue Share payment date falls on a non-business day, Large Ticket Revenue Share payments due shall be made on the next business day.
 - b. Adjustments.** Any Large Ticket Revenue Share payment made pursuant to the Agreement will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the Parties is valid or has been terminated.
 - c. Penalties.** In the event that the Agreement is terminated early by Government Entity without cause or by U.S. Bank with cause, and/or the sole provider provision of this Agreement is violated, in addition to any other remedies available to U.S. Bank, this Large Ticket Revenue Share opportunity shall immediately terminate and no Large Ticket Revenue Share shall be paid to Government Entity.
 - d. Confidentiality.** Government Entity expressly agrees that the terms and conditions of this Large Ticket Revenue Share opportunity are confidential and may not be disclosed to third parties without U.S. Bank's prior written consent, which may be exercised at its sole option, unless required by law or regulation, including pursuant to the Wyoming Public Records Act at W.S. 16-4-201 through 16-4-205.
- 3. Minimum Performance Requirements.** No Large Ticket Revenue Share calculation shall be made unless:
 - a.** The File Turn Days Payment Performance for all Account Statements is equal to or less than twenty-nine (29) File Turn Days.
- 4. Large Ticket Performance Rebate.** U.S. Bank shall pay to Government Entity a portion of its aggregate Large Ticket Volume through a rebate ("**Large Ticket Performance Rebate**"). The Large Ticket Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Large Ticket Performance Rebate calculation will be made in accordance with the Table A, below.

**Schedule 3
Large Ticket Revenue Sharing Opportunity**

Confidential

Table A			
File Turn Days	Large Ticket Performance Rebate Percentage	File Turn Days	Large Ticket Performance Rebate Percentage
29	0.000%	14	0.075%
28	0.005%	13	0.080%
27	0.010%	12	0.085%
26	0.015%	11	0.090%
25	0.020%	10	0.095%
24	0.025%	9	0.100%
23	0.030%	8	0.105%
22	0.035%	7	0.110%
21	0.040%	6	0.115%
20	0.045%	5	0.120%
19	0.050%	4	0.125%
18	0.055%	3	0.130%
17	0.060%	2	0.135%
16	0.065%	1	0.140%
15	0.070%	0	0.145%

5. **Large Ticket Volume Rebate.** U.S. Bank will pay to Government Entity a portion of its aggregate Large Ticket Volume through a rebate ("**Large Ticket Volume Rebate**"). The Large Ticket Volume Rebate will be based on the Large Ticket Average Transaction Size. The Large Ticket Volume Rebate calculation will be made in accordance with Table B, below.

Table B	
Large Ticket Average Transaction Size	Large Ticket Transaction Size Rebate Percentage
\$0.01 - \$10,000.00	0.50%
\$10,000.01 - \$25,000.00	0.25%
\$25,000.01 - \$75,000.00	0.17%
\$75,000.01 - \$250,000.00	0.14%
\$250,000.01 - \$750,000.00	0.12%
\$750,000.01 - \$2,000,000.00	0.11%
Greater than \$2,000,000.00	0.10%

6. **Large Ticket Revenue Share Calculation.** U.S. Bank will calculate the File Turn Days Payment Performance for the Agreement Year to find the Large Ticket Performance Rebate Percentage on Table A for the Large Ticket Performance Rebate. U.S. Bank will calculate the Large Ticket Average Transaction Size for the same Agreement Year to find the Large Ticket Volume Rebate Percentage on Table B for the Large Ticket Volume Rebate. Annually, U.S. Bank will multiply the Total Large Ticket Rebate Percentage by the Large Ticket Volume for that same Agreement Year. The result will be the gross Large Ticket Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Large Ticket Revenue Share. The result will be the net Large Ticket Revenue Share. Any Charge-offs in excess of the net Large Ticket Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Agreement, if the net Large Ticket Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Government Entity agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Government Entity.



CITY OF CODY
WYOMING

January 7, 2014

Pursuant to Wyoming Statute 6-5-118(a), I am hereby disclosing that, to the best of my knowledge, I have received a pecuniary benefit from, I conduct personal business with, or I have a financial interest in the following depositories or firms where funds of the City of Cody are or may be invested in 2014 pursuant to Wyoming Statute 9-4-831.

Nancy Tia Brown
MAYOR

Donny Anderson
Bryan Edwards
Landon Greer
Jerry Fritz
Steve Miller
Stan Wolz
COUNCIL MEMBERS

Wells Fargo Bank	Yes___	No___
Big Horn Federal Savings Bank	Yes___	No___
First Bank of Wyoming	Yes___	No___
Pinnacle Bank	Yes___	No___
Bank of the West	Yes___	No___
US Bank	Yes___	No___

C. Edward Webster II
MUNICIPAL JUDGE

I request that submission of this letter be made part of the record of proceedings for this City Council meeting held January 7, 2014.

Jenni R. Rosencranse
CITY ADMINISTRATOR

Signature Date

Printed Name

1338 Rumsey Avenue
P.O. Box 2200
Cody, Wyoming 82414

Physical Address

(307) 527-7511
FAX (307) 527-6532

Cody, Wyoming 82414

AGENDA ITEM SUMMARY REPORT
2014 Parks and Athletic Fields
Fees, Reservations, and Policy Manual

ACTION TO BE TAKEN:

Request that City Council approves and adopts the 2014 Parks, Athletic Fields Fees, Reservations, and Policy Manual.

SUMMARY OF INFORMATION:

The Shoshone Recreation District (SRD) and City Council Steering Committee met and discussed new park fee structure, facility reservations, and policies for parks and athletic fields. The negative impact to residents and sport leagues is that there are fee increase and new fees where they have not been charged in the past. There is an impact for youth and adult sport leagues, shelter renters, and others wishing to reserve park features for exclusive use. The policies will allow the Director to grant exclusive use for parks and other City owned ROWs. New park fees apply to facilities such as Canal Park, Mentock skate, tennis courts, Beck Lake Trails, and Lions Club Park.

For sport leagues, instead of charging only a per game basis at \$50/game we propose adding a charge for practices based on \$50/week per field used. One proposed fee exemption is for players in leagues designated for eight years and younger. These leagues typically do not use the formal fields for play.

Tournament play or activities that generate revenue for an organization played on a city field will be charged \$175 per event for the first field and \$50/field for the first day and \$50 per field used for day two and three. Tennis tournaments will be charged \$25 per court per day per event.

POTENTIAL HOT POTATOES:

1. Parks, Recreation, and Public Facilities Director authorized to approve parks, open space, fields, and other City ROW requests.
2. Legion and Babe Ruth baseball charged \$75/game. Other leagues charged \$50/game.
3. New charges for practices to all leagues including soccer
4. New shelter and park reservation fees

FISCAL IMPACT

Additional cost recovery revenue for the city

ALTERNATIVES

1. Approve the manual
2. Modify the manual
3. Status quo

AGENDA ITEM NO. _____

ATTACHMENTS

1. 2014 Parks and Athletic Fields Fees, Reservations, and Policy Manual
2. Summary and key highlights
3. 2013 vs 2014 rates

AGENDA & SUMMARY REPORT TO:

Fred Bronnenberg, Cody Youth Baseball
Tim Goodwin and Bart Grenz, Legion Baseball

City of Cody
2014
Parks and Athletic Fields
Fees, Reservations, and Policy Manual



CITY OF CODY
WYOMING

Fees and Charges Mission Statement

To develop policy and practices that help the City recover costs of providing quality of life services through Parks and Athletic Fields. To provide a fee and reservation framework that encourages individuals and groups to share in the cost and financial responsibility of using City QOL facilities, and programs.

General Guidelines

These are procedures and policies followed by staff on a daily basis. Park users and patrons can appeal any staff decisions to the City Council.

1. Parks and open space may be reserved for exclusive use and requires approval from the Parks, Recreation, and Public Facilities Director or his/her designee. Examples include shelters at Mentock Park, Hugh Smith Park, Ball fields at Hugh Smith Park, East Sheridan Softball complex, Soccer Fields at Holm View open space, Glendale Park, Dacken Park, Recreation Center grounds, Beck Lake Trail, River Walk and Paul Stock Trails, Mountain Bell Plaza, Downtown City ROW, Mentock Park Skate Park, trails, basketball courts, tennis courts and City owned open space.

Beck Lake Park including shelters (Lions Park) may be reserved as a whole (not individual shelters) under certain conditions as approved by the Director. If not reserved the shelters are available on a first-come-first-serve basis. A fee is charged and a park permit is required for large group functions such as race events and “dog walks.”

2. Park Permits: the Department will issue an exclusive use permit for an area of a park as availability allows. Applicable fees will be adopted by governing body by resolution following the fees and charges guidelines. The fee is based on the cost to the department, economic impact, and the public benefit to the City or community.

Special Event Permit	Fee
Race events and other fitness or walk type events held in a park. Other facility reservations may be charged if exclusive use required.	\$25 charge if in park, on a trail, or in City ROW for fitness/running events if exclusive use required.
Vendor Permit per year.	\$25
Transient Merchant License. Large events where merchants that do not have a residential or business address within Cody City Limits sell goods or services on public or private property.	\$300

3. Rental Fees will be charged for the exclusive use of a park facility. This fee gives the patron the right to use public property without injuring it in any way. City cost of repairs will be charged to event permit holder. This fee will be set based on regional market rate or cost to City. Rental rates will be charged to all commercial and/or non-commercial groups including non-profit organizations. Examples of non-profits include the following: Boy Scouts, Girl Scouts, any religious denominations, museums, youth sport leagues, service clubs, Chamber of Commerce, political rallies, etc.

State, Federal, School District and Park County government functions are exempt from rental charges. Fees may be charged to cover direct City costs associated with the School District or County function. Items such as cost of overtime, set-up, field prep, or other direct program cost may be charged a fee for reimbursement based on actual cost to the City.

4. Vehicles are not permitted on the grass or sidewalks in any park, except in designated locations, without prior written approval by the director or his/her designee.
5. Stakes entering the dirt deeper than eight inches are not permitted in any park. Stake permits are required to be obtained from the Parks, Recreation, and Public Facilities Director or his/her designee if stakes are required to be deeper than eight inches.
6. Amplified Sound and entertainment in parks requires prior approval from the Parks, Recreation, and Public Facilities Director or his/her designee. Permit will be granted for specific times; typically ending at 10:30 PM. Neighborhood impact and complaints will determine acceptable decibel levels at 100 feet from the sound source.
7. Parks Close at 11:00 PM and re-open at 5:00 AM; unless posted otherwise. All events must be concluded by 11:00 PM unless prior approval is granted by the City Council or Director. Beck Lake and Mentock Park including skate park feature opens at daylight and closes at dark.
8. Open container permits. Alcohol is prohibited in any park area without obtaining an open container permit from the Parks, Recreation, and Public Facilities Director or designee for Parks and Recreation facilities. Open container permits are only issued to individuals or groups that have a park facility reservation.
9. Catering permit. Application for a catering permit is available to be issued to any retail liquor license holder within the City of Cody. This catering permit authorizes the sale of both alcoholic and malt beverages for sales at meetings, conventions, private parties, dinners, and other similar gatherings within the City of Cody (W.S. 12-4-502a). No person OR organization shall receive more than a total of 24 catering permits for sales at the same premises in any one year. No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverages off the premises described in this permit.
10. Malt beverage permit. Application for a 24-hour malt beverage permit requires a nonprofit corporation organized under the laws of this State and qualify as a tax exempt organization under the Internal Revenue Code. The applicant must have been in continuous operation for not less than two (2) years. The malt beverage permit authorizes the sale of malt beverages only at public gatherings within the City of Cody (W.S. 12-4-502a). No person OR organization shall receive more than a total of 12 malt beverage permits at the same premises in any one year. No alcoholic liquor other than malt beverages may be sold or consumed on the premises authorized by this permit and no malt beverages may be sold or consumed off the premises. By filling out the application, event

coordinator agrees to operate in the City of Cody under the requirements of City ordinances and W.S. 12-4-502 and all other applicable Wyoming laws and rules, and to file required sales tax reporting documents and remit sales taxes.

Open container, catering, and malt beverage permit	Fee
Open container permit	\$50 each per day
Catering permit	\$100 each per day
Malt beverage permit	\$30 each per day

11. Concession and Sales in City Parks

Concession or novelty sales cannot take place in a City park, public facility or public right-of-way without prior approval of the Parks, Recreation, and Public Facilities Director or his/her designee. Fees are based on either a negotiated flat rate or an agreed to proportionate split of gross sales (such as 80/20 to 50/50.) The City of Cody may operate concessions either in-house or contracted out during Parks, Recreation, and Public Facilities programs or events. The Parks, Recreation, and Public Facilities Department will retain first right of refusal to provide concessions during “department and non-department” programs conducted on City property or facilities. City operated concession prices will be set at fair market rate and shall be intended to generate revenue for the City. The Parks, Recreation, and Public Facilities Department may also provide vending machines in Parks, Recreation, and Public Facilities. City operated concessions include mini golf.

12. Business Activity in City Parks and cross streets of Sheridan Ave.

In addition to applicable field, park, or facility charges, if a business type event (concert, tournament, festival, etc.) is held in a public area or right-of-way and ANY fees are collected by event promoter, the Department may collect a vendor permit, or a negotiated contract such as 80/20 of gross sales. The contract or vendor permit is established on the business revenue created from event admissions, registrations, or sales on publicly owned property. Solid waste, electric, water, sewer, etc. fees are charged to promoter if, as deemed necessary by the City, the event requires additional services created by the event. Solid waste fees are \$15 per pick up. Negotiated options are based on the best interest of the City.

13. City Sponsorship or Co-sponsorship

City sponsorship, if granted, must have a **community benefit**. Requests must be made do the Parks, Recreation, and Public Facilities Director in writing.

14. Reservations Time Table

Field rentals are not allowed more than one (1) year in advance of the event, without prior approval of the Director. Approval decisions will be based on promoters extenuating circumstances. For reservations more than twelve months in advance to be considered, the event must have a high public benefit and be

in the best interest of the City, community, and/or the Parks, Recreation, and Public Facilities Department to be considered.

15. Evaluation of Fee Schedule

Staff shall periodically review this revenue policy and submit changes to City Council. Changes will be made by resolution.

14. Player Fees

The City has the authority to collect player fees from youth and adult sport leagues that use City facilities.

It is possible that City Council may wish to charge additional fees to players not residing within Park County School District #6 boundaries or Cody City limits.

15. Hugh Smith, East Sheridan Softball/Baseball Facilities, and Soccer (multipurpose) Fields

Rental fees shall be set based on the region's market rate or actual City cost. Tournaments may be scheduled at all City fields. The Cody youth athletic associations (soccer, baseball, and softball, etc.) receive second priority only behind the Parks, Recreation, and Public Facilities Department programs, and School District programs. Facility exchanges are utilized with School District and they will have second priority after City programs on City Fields.

A contract MUST be signed prior to tournament. The minimum tournament rate must be paid before the tournament to confirm reservation. Additional fees associated with the tournament (lights, diamond dry, vendor permit, etc.) must be paid within 10 working days following the tournament.

Certificate of insurance of at least \$1,000,000 general liability coverage is required. The City of Cody must be named as additionally insured and a copy must be kept on file at the Parks, Recreation, and Public Facilities office.

All information regarding the tournament (insurance, contract, contact information, dates and times) must be submitted to the Parks, Recreation, and Public Facilities office a minimum of seven days prior to the actual event.

16. Parks with special features, or services; Tennis, Skate Park, Basketball, Volleyball Courts

Rental rates are set based on market rate or City cost for exclusive use of courts during specific times. Rental charges apply for exclusive use of a court or tennis facility during a specified time and/or location. This will allow renters to "take priority" over open or public use.

Tennis based organizations may use courts without a charge provided they do not have/need exclusive use of the facility, the courts are not being used for City programs, and fees are not being collected from participants.

Exception: School District and/or other programs open to the public. Courts may be reserved on per hour/per court basis. Minimum reservations may be imposed. Court fees apply if exclusive use is required. Reservations will not be allowed unless the Parks, Recreation, and Public Facilities Department collect required court fees. Director retains right to deny reservation requests if there is a conflict of use with general public.

Outdoor Tennis Courts and other specialty features	Fee	Cost Recovery Level and Comments
Paul Stock, Highland Manor, Glendale, and City Park Tennis Courts Non City sponsored Tournament Play, Camps, Clinics, etc.	\$25 per day per court (Three courts equal \$75 per day) \$75 minimum Lights—No additional charge	Partial
Specialty park areas or park features such as Skate Park, basketball courts, volleyball court, horse shoe pits, climbing wall, dog park, trails, or park open space.	\$25 per event	Partial

17. Soccer/Multi-Purpose Fields (Mentock, Holm View, Dacken, Glendale)

Rental rates will be set based on market rate or City cost recovery. Any use including special events and non-athletic use of the facility must be pre-approved by the Department. The School District receives second priority only behind the Parks, Recreation, and Public Facilities Department programs. Excluding school district play, rental charges will apply for exclusive use.

Soccer type Facility	Fee	Cost Recovery goals and Comments
Dacken, Home View, Mentock, and other soccer/multi-purpose park areas	Practices are \$50 per week per field or \$10.00 per hour per field. And \$25 per league game except for leagues offered to children eight years or 3rd grade and under is no charge.	Partial
Field Prep Field lining charge. No less than 2 hours at current wage.	\$15 per hour plus materials.	Partial
Non City sponsored	\$175 minimum per event (first day) and \$50 per	Partial

Tournament Play, Camps, Clinics, or other programs charging registration fees, etc.	field per day starting the second day.	
Lights	No additional charge	Full

Baseball/softball Type Facility	Fee	Cost Recovery Level and/or Comments
Hugh Smith Baseball (Legion Field, Babe Ruth, Pee Wee, Little League)	Practices \$50 per field per week. And, Legion and Babe Ruth League Games \$75/game Other youth leagues \$50/game except for leagues offered to children eight years or 3rd grade and under.	Partial
East Sheridan fields A,B,C (Softball)	Practices \$50 per field per week or \$10 per hour per field. League Games \$50/game	Partial
Tournament Concession Stand Use	\$25 vendor permit per event.	Full
Non City sponsored Tournament Play, Camps, Clinics, etc.	Minimum of \$175 per event for first day and \$50 per field each additional day.	Full
Lights	No additional charge	Full
Extra field prep case-by-case basis. No less than 2 hours.	Minimum of \$25 per man hour plus materials.	Full

18. Park Shelter Rental Policy

Shelter rental fees shall be set based on regional market rate or city cost recovery goals. Reservations for shelters will be taken on a first-come-first-served basis. Reservations can be taken 12 months in advance. All reservations must accompany payment. Reservations end when the park closes or if a predetermined time is given. Park patrons using shelters should have receipt and reservation information available.

Shelter Location	Fee	Cost Recovery Level
Hugh Smith, Mentock, City Park, Glendale	\$25.00/day	Full

Canal Park Amphitheater	\$100 per event and \$50 per day for additional days. Small festivals or family type event. Special Event Permit required. Examples include weddings, reunions, family ceremonies, etc.	Full
City Park Band Shell (Stage and Sound System)	\$150 per event and \$50 per day after first day. (Does not include sound system) \$450 per event per day with PA and Sound system. Requires City staff technician for event to set up, operate, and tear down equipment. Commercial or not-for-profit type event. Examples include church services, non-city sponsored festivals, concerts, performances, political rallies, etc. or events that have sales or collect an admission.	Full
Beck Lake Lions Club Picnic Shelters, Shoshone River Trail and Trailhead at Belfry Bridge, Paul Stock Trail.	\$50 for entire area for special events opened to the public only. Requires permit from park and rec department.	Full

Reviewed July 26, 2013

Department and City Review Team

Ryan Rick
Doyle Jo
Julie Jenni R or designee
Tasa

Reviewed September 11, 2013

Steering committee discussion and Review

Scheduled for October 30, 2013

Park Users and Administrative Review

Cody Youth Baseball—Fred Bronnenberg or Board Member
Babe Ruth Baseball—Tom Schmitt or Board Member
Legion Baseball—Board Member Tim Goodwin (office meeting) and Donny Anderson Jr. (Phone)
Cody Stampede Baseball—Ryan Brown
Cody Pride—Rick Brasher or Board member (meeting at Rec)
Cody Youth Softball—Board member or Julie Brown
Cody Adult Softball—Julie Brown and Doyle Stout

Cody Youth Soccer—Julie Brown and Doyle Stout
Cody Fire Soccer—Bobbie Moss or Board Member
Cody Youth Football—Ryan Brown Board member
Shoshone Rec District & City Council—Stan Wolz and SRD Designee
Anne Young and Canal Park Steering Committee

Reviewed by City Administrator

December

League	Estimated # of Teams	Estimated # of Players	Dates	# of Games	# of Weeks	# of Fields	Rate per Game	Rate Practices per Week	TOTAL FEE-- 2013	Proposed Fee 2014
Babe Ruth--2013	1	50	5/7 to 6/21	21	7	1	\$ 50	\$ 50	\$ 1,050	
Babe Ruth--2014			5/7 to 6/21	21	7	1	\$ 75	\$ 50		\$ 1,925
Babe Ruth Senior--2013	1		4/8 to 7/30	11	16	1	\$ 50	\$ 50	\$ 550	
Babe Ruth Senior--2014			4/8 to 7/30	11	16	1	\$ 75	\$ 50		\$ 1,625
Legion Baseball--2013	1	13	4/8 to 7/30	23	16	1	\$ 50	\$ 50	\$ 1,150	
Legion Baseball--2014			4/8 to 7/30	23	16	1	\$ 75	\$ 50		\$ 2,525
Cody Youth Baseball--Pee Wee (7&8 Years Olds)	7	290 All CYB Divisions	5/1 to 6/26	45	8	1	\$ 50	NA	\$ 2,250	\$ -
Cody Youth Baseball--Jr	6	290 All CYB Divisions	5/1 to 6/26	48	8	1	\$ 50	\$ 50	\$ 2,400	\$ 2,800
Cody Youth Baseball--50/70 League			5/6 to 5/29	16	8	1	\$ 50	\$ 50	\$ 800	\$ 1,200
Cody Youth Baseball--Senior	4	290 All CYB Divisions	5/1 to 6/26	33	8	1	\$ 50	\$ 50	\$ 1,650	\$ 2,050
Stampede Baseball	6	47	5/11 to 6/23	12	5	1	\$ 50	\$ 50	\$ 850	\$ 850
Pride Softball	3	38	4/15 to 7/12	NA	13	1	NA	\$ 50	\$ 650	\$ 650
Cody Youth Softball	9	160	5/28 to 7/19	58	8	2	\$ 50	\$ 50	\$ 2,900	\$ 3,700
Cody Youth Football	5	160	9-16 to 10/21	19	6	2	\$ 50	\$ 50	\$ 950	\$ 1,550
Fire Soccer --Spring	9	110 Spring & Fall	4/1 to 5/30	NA	9	3	\$ 50	\$ 50	\$ 1,350	\$ 1,350
Fire Soccer --Fall	See Spring Soccer	110 Spring & Fall	9/2 to 10/3	NA	5	1	\$ 50	\$ 50	\$ 250	\$ 250

\$16,800 \$20,475

Summary and Key Highlights

ID	Page	Description	Facility Affected	Past Practice	Proposed Change	Impact on public	Notes
1	1	Exclusive use Park Permits (Sport Camps, special events, etc.)	All City Parks and features	City Council action required to reserve parks and open space	City Council authorizes staff to issue permits for granting exclusive use of parks and open space areas. Approval is based on Parks and fields fees, reservations and policies.	Permit required for exclusive use. If a member of the public disagrees with staff permit issue or process then the person requesting the permit can appeal to City Council.	
2	2	Vendor Permits	City Parks, City ROW and Sheridan Side streets and bulb outs.	Requires City Council approval of contract or \$25 vendor permit.	\$25 vendor fee per year for events with sales such as soccer t-shirts, food or beverage at tournaments or sport camps.	Simplify the process and save time for groups that come in last minute. Makes sales a permitted use of events.	
3	3	Rental fees	City ROW, Parks, or Open Space	No charge and requires council approval	\$25 for exclusive use of an area for starting or finishing races	Each event requires considerable staff time and city equipment likes cones and barricades	
4	3	Open Container Permit	Hugh Smith Shelter, Mentock Shelter, and Sheridan SB fields	P&R Director could approve permit at these three locations only.	P&R Director can approve open container for any park with a reservation permit.		
5	3	Concessions and Sales	All Parks, Baseball/softball fields, and public ROW	Requires City Council approval of contract or \$25 vendor permit.	P&R Director can approve \$25 vendor permit.		
6	5	Player Fees	Athletic fields	Have NOT collected player fees, just field rent on a per game or per practice basis.	In the future we may want to collect a \$5-\$30 player fee for sports. The fee would be set aside for field improvements	Additional cost to parents and leagues.	Currently there are not any non-resident fees charged for sports. The rec center does collect non-resident rates at rec center.
7	5	Field Fees	Athletic fields	Charge based on number of games played	Charge based on number of games, and practices.		
8	6	Tennis Court fees	Paul Stock, Highland Manor, Glendale, and City park tennis courts	Charge only for tournaments not camps or clinics. Charge 20% of gross revenue instead of per court per day.	Charge \$25 per court per day for clinics and tournaments		
9	6	Specialty Features	Skate Park, ourtdoor play areas, trails, dog park, park open space, etc.	No charge and requires council approval	Charge \$25 per event per day and additional \$10 per hour after 2 hours	Charges to groups for trail use	
10	6	Soccer Fields	Mentock, Dacken, Hugh Smith	No charge from non-P&R leagues	Charge for practices \$50 per week per field or \$10/hour per field per day and \$25 per game	Cody Fire has been paying \$50 per week for league practices	Could eliminate the \$10 per hour and replace with \$50 per week per facility.

Summary and Key Highlights

11	7	Baseball Fields	Pee wee, Jr., Babe Ruth, Senior, Legion	\$50 per game	Charge for practices \$50 per week per field or \$10/hour per field per day and \$50/game, Legion and Babe Ruth \$75/game	Additional cost to leagues	Could eliminate the \$10 per hour and replace with \$50 per week per facility.
12	7	Softball Fields	East Sheridan SB Complex	Charge \$50 per game	Charge for practices \$50 per week per field or \$10/hour per field per day and \$50/game.	Additional cost to leagues	Could eliminate the \$10 per hour and replace with \$50 per week per facility.
13	7	Tournaments baseball and Softball	See above lists	\$50 per field per event	Minimum \$175 per event (one Field) and \$50 per additional fields day one. \$50 per field per day starting on second day.	Increased fees	Reflects closer cost recovery
14	7	Shelter Reservation fee	Hugh Smith, Mentock, City Park, Glendale	Free	\$25 per event per day for exclusive use	New fee	
15	8	Amphitheater	Canal Park	No charge	\$100 per event per day	New fee	
16	8	Band Shell	City Park	\$25 per event	\$150 per event and additional \$50 per day	Increased fees	Does not include Sound System Use
17	8	Lions Club Picnic area	Beck Lake	No reservations or fee	\$50 per event per day for special events	New fee and policy	Reserves all picnic shelter and surrounding area.
18							
19							
20							
21							
22							

MEETING DATE: JANUARY 7, 2013
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT
CHANGE ORDER #2, CHANGE ORDER #3 (RECONCILIATION), AMENDMENT
TO ENGINEERING CONTRACT, SUBSTANTIAL COMPLETION, BID NO. 2013-
06, 16TH STREET STORM DRAINAGE PROJECT**

ACTION:

The City Council is being asked to approve the following:

1. Accept Change Order #2 from Harris Trucking in the amount of \$66,991.50 as outlined in the attachment.
2. Accept Change Order #3 (reconciliation) from Harris Trucking. The total contract amount to be paid will be \$612,546.04.
3. Approve a reduction of retainage to 5% and payment from the escrow account in the amount of \$20,528.44.
4. Approve a second amendment to the engineering contract with EA in the amount of \$4,260.00.
5. Approve the project as completed to date with the outstanding work to be completed by City crews.
6. Authorize the Mayor to sign the Substantial Completion Certificate and approve Advertizing for Final Payment.
7. Accept Century Link's offer to reimburse the City of Cody \$66,137.31 for their share of the extra costs incurred on the project.

City crews will need to remove the recycled asphalt used to cover the areas that were not able to be paved this year, completely sub-out the areas that were temporarily patched and then pave the outstanding areas. By having the City crews complete this work the City will save paying an outside contractor for re-mobilizing to the site and setting up traffic control.

SUMMARY:

Bid No. 2013-06, 16th Street Storm Drainage Project was awarded to Harris Trucking and Construction in the amount of \$545,292.00.

This project has undergone several design and construction changes due to changes in the scope of the project and construction challenges. The first change was to the scope of the project where it was decided that more of 16th Street should be reconstructed than was impacted by the storm drainage pipe replacement. This decision was made to assure a more finished product when the project was completed. Next, there were increased costs for pipe bedding (slurry), increased costs for sub-base and base materials. Recently, an obstruction within the 16th and Sheridan Ave. intersection was determined to require a new design and substantial changes to the construction contract.

FISCAL IMPACT

Outlined below is a cost breakdown for the project.

Harris Trucking and Construction

Original Contract –	\$545,292.00
Change Order #1 -	\$18,169.06
Change Order #2 -	\$61,991.50
Reconciliation -	(\$14,737.46) this is a deduct
Materials in Storage -	\$3,015.08

AGENDA ITEM NO. _____

Engineering Associates:

Original Contract - \$59,820.00
Amendment #1 - \$12,600.00
Amendment #2 - \$ 4,260.00

This project was funded from the Streets budget with consensus funds. The 2013-2014 budget for this project was \$621,926. If the Council agrees with the Century Link proposal for reimbursement, the total budget for expense in the 2013-2014 fiscal year would be \$688,063.31. After a review of all anticipated expenses we will have a total due for the 2013-2014 fiscal year of \$664,045.48 leaving a balance of \$24,017.83 for City crews to complete the project (paving and sub-out work).

ALTERNATIVES

1. Approve the Change Orders and Amendments as outlined.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the Change Orders and pay for the costs for the change orders and the quantity increases through savings on other projects.

ATTACHMENTS

N/A

AGENDA & SUMMARY REPORT TO:

N/A

RETAINAGE RELEASE
Project: 16th Street Storm Drainage

We the undersigned representatives of the Owner do hereby authorize Pinnacle Bank
(Depository) to release \$20,528.44 (Twenty Thousand Five Hundred Twenty Eight dollars and
44 cents) from Account No. 0395030, held in the name of Harris Trucking and Construction.
(Contractor) on or after January 7, 2013.

OWNER: CITY OF CODY, WYOMING

Nancy Tia Brown
Mayor

Cynthia Baker
Administrative Services Officer

Date: _____

Date: _____

Authorized signatures are listed below:

OWNER: CITY OF CODY, WYOMING

NANCY TIA BROWN – MAYOR
CYNTHIA BAKER – ADMINISTRATIVE SERVICES OFFICER

ORDINANCE 2013-18

AN ORDINANCE ADOPTING A HEAVY INDUSTRIAL ZONING DISTRICT AND ASSOCIATED DEFINITIONS BY AMENDING CITY OF CODY CODE TITLE 10, CHAPTERS 1 AND 10.

WHEREAS, a subcommittee of Planning and Zoning Board and City Council members was created and tasked with developing recommendations for improving the City's industrial zoning district regulations;

WHEREAS, the subcommittee determined that there existed a need to more clearly set forth the uses that should be permitted in industrial areas, address the topic of hazardous materials; and to outline more specific guidance for the review of heavy industrial development applications;

WHEREAS, the resulting proposal is to adopt a new heavy industrial zoning district and associated definitions;

WHEREAS, the Planning and Zoning Board reviewed the proposal at their November 26, 2013 meeting and recommended that the city council adopt the proposed heavy industrial provisions;

WHEREAS, a public hearing on the proposal, advertised by publication in the Cody Enterprise on December 17, 2013, is to be held by the City Council on January 7, 2014 at 7:00 PM;

WHEREAS, the City Council has determined that it is in the best interest of the public to adopt the proposed heavy industrial zoning district and associated definitions.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING:

SECTION 1:

Chapter 1, Definitions, of Title 10, Zoning Regulations, is hereby amended to add the following definitions:

HAZARDOUS MATERIAL: A substance or material, including a hazardous substance, which has been determined by the United States Secretary of Transportation under Title 49 of the Code of Federal Regulations to be capable of posing an unreasonable risk to health, safety and property and which has been so designated.

HAZARDOUS WASTE: Any material that is subject to the hazardous waste manifest requirements of the United States Environmental Protection Agency as specified in 40 C.F.R. part 262; or which is regulated by the Wyoming Hazardous Waste Rules and Regulations pursuant to the Wyoming Environmental Quality Act, W.S. 35-11.

SECTION 2:

A new article, Article F. Heavy Industrial Districts, is hereby added to Chapter 10, Title 10, Zoning Regulations, as follows:

Article F. Heavy Industrial Districts

10-10F-1 Purpose

The purpose of the Heavy Industrial zoning district is to maintain and preserve an area

for intensive industrial uses that are best operated in isolation from other less-intensive land uses, due to potential environmental hazards and/or production of odors, dust, noise, vibration, heavy truck traffic or other impacts detectable beyond the property. Industrial uses include, but are not limited to, those that produce goods from extracted and raw materials or from recyclable or previously prepared materials, including the design, storage, and handling of these products and the materials from which they are produced.

10-10F-2 Permitted uses.

The permitted uses in the Heavy Industrial zoning district are:

- A. All uses permitted in the D-3 zoning district; except residential uses, lodging facilities, health care facilities, and public schools.
- B. Caretaker/watchmen living quarters when accessory to and within an industrial or commercial building.
- C. Intensive industrial uses, including but not limited to: ammunition manufacturing, asphalt plants, bulk storage tanks and stockpiles, concrete plants, explosive manufacturing and storage, feed and fertilizer manufacturing, manufacturing of gypsum products, hazardous material storage and handling, hazardous waste recycling and treatment (not disposal), industrial and commercial composting, pharmaceutical manufacturing plants, railroad and freight terminals, recycling processing plants, refineries, rock quarrying and processing, sewage treatment plants and lagoons, slaughterhouses (see also Chapter 4-5), solid waste transfer stations, wrecking yards, and uses determined by the Planning and Zoning Board to be similar in character and intensity.
- D. Motorized vehicle racing tracks.
- E. Oil field services and other mining related industries.
- F. Sexually oriented businesses, subject to all regulations set forth in Chapter 3-6 of the municipal code.

10-10F-3 Minimum District Size.

The minimum size of any Heavy Industrial zoning district shall be twenty (20) contiguous acres.

10-10F-4 Minimum Lot Size.

There is no minimum lot size in the Heavy Industrial zoning district.

10-10F-5 Height Limitation.

Maximum building and structure height is 100 feet, with any exception to be considered through the special exemption process.

10-10F-6 Yards.

Each building and structure shall observe the following minimum setbacks:

- A. Setback from public streets: Twenty-five (25) feet from the street right-of-way.
- B. Interior property lines: Zero (0) feet, but not on or across lot lines.
- C. Abutting residential zoning districts (AA, A, B, C, F-1, F-2, RR and County R-H): Twenty-five (25) feet.

10-10F-7 Buffer Zone.

When development occurs in the Heavy Industrial zoning district adjacent to a residential district (AA, A, B, C, F-1, F-2, RR and County R-H) there shall be provided on the Heavy Industrial property along such residential district a buffer zone with a visual screen; provided the Planning and Zoning Board may waive such requirement, or portion thereof, when they determine the buffer and/or visual screen will not be effective due to topographic features between the proposed use and adjacent residential area.

10-10F-8 District Regulations.

Uses established or conducted within this district shall comply with the following standards:

- A. Evidence of compliance with applicable state, federal, and local permitting requirements shall be provided with all applications for new or expanded intensive industrial uses in the following manner. An outline of necessary state, federal, and local permits for the proposed use and the status of those applications shall be provided by the applicant for the Planning and Zoning Board site plan review outlined in Section 10-10F-9. Potential permits will typically relate to air quality, storm water, and hazardous waste storage and handling. All such required permits shall be obtained prior to issuance of a certificate of occupancy, or as otherwise directed by the Planning and Zoning Board.
- B. All intensive industrial uses shall submit emergency response plans to the Park County Fire Marshal for review and approval prior to receiving a certificate of occupancy and conducting such operations.
- C. The day-night average sound level (L_{dn}), measured at the property line, shall not exceed fifty-five decibels (dB) where the adjacent property is zoned residential (AA, A, B, C, F-1, F-2, RR, and County R-H) or sixty-five decibels (dB) where the adjacent property is zoned commercial, industrial, or agricultural; provided, the Board may authorize a louder threshold when a sound easement is granted by the owner(s) of the property where the sound threshold would be exceeded. The Board may require sound testing to verify compliance at the time a new or expanded use is established.
- D. Landscaping and Screening. New uses, and existing uses which expand in building size or outdoor use area by more than fifty percent, shall be provided with landscaping near the entrance to the property and/or building and along any collector or arterial street frontage, in the following manner:
 - 1. Provide a landscaped area at least two hundred square feet in size near the property entrance and/or building and include vegetation such as decorative grasses, planted trees, shrubs, flowers, lawn, or groundcover. Incorporating the business signage into the landscaped area is encouraged.
 - 2. Provide landscaping along any collector or arterial street frontage, consisting of a minimum of one tree per fifty lineal feet of such frontage (rounded to the nearest whole number) and decorative rock or groundcover at each tree. Provided, the Planning and Zoning Board may consider alternative landscaping methods when tree placement cannot occur due to the restrictions of Chapter 7-4.
 - 3. Required landscaped areas shall be watered and maintained, with replacement of dead vegetation as needed so that at least 90-percent of the trees and 90-percent of the other landscape vegetation initially required are living.
- E. Height of open storage. Storage of materials outside of buildings or containers shall be no higher than eight feet plus one foot in height for every additional two feet of setback from a property line.
- F. When the use of the property is a wrecking yard or similar use that stockpiles scrap or junk materials, site-screening fences up to eight feet tall and/or additional landscaping sufficient to form a view-obscuring barrier shall be provided to screen those activities from major roads and residential areas.

10-10F-9 Site Plan Review.

As required by this code, all new or expanded development in the Heavy Industrial zoning district shall be subject to site plan review by the Planning, Zoning, and Adjustment Board prior to issuance of any building permit or establishment of such use. The Board shall review the site plan for the following:

- A. Compliance with the specific provisions of the zoning ordinance.
- B. General site plan conditions and layout, including access and traffic flow (as related to public safety), commercial signage, parking, landscaping, lighting, site grading, storm water facilities, and utilities. Consideration of adjacent uses shall be made in respect to the location of specific activities within the site, so as to reduce any potential conflicts from odors, dust, noise, vibration, glare, visual impacts, and storm water runoff.

C. Assurance of compliance with applicable state and federal safety and environmental standards pertaining to hazardous materials.

The Board may specify conditions as necessary to ensure compliance with applicable standards. The issuance of a development permit shall be contingent upon the applicant receiving an affirmative vote from the majority of the Board that the applicant has satisfied the above requirements.

SECTION 3:

EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise.

SECTION 4:

SEVERABILITY. Should any portion of this ordinance be found for any reason to be unconstitutional, unlawful, or otherwise void or unenforceable, the balance of the ordinance shall be severable therefrom, and shall survive such declaration, remaining in full force and effect.

PASSED ON FIRST READING: _____December 17, 2013_____

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

ORDINANCE 2013-19

AN ORDINANCE REZONING CERTAIN LANDS IN THE AREA OF ROAD 2AB LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING FROM THE INDUSTRIAL "E" ZONING DISTRICT TO THE HEAVY INDUSTRIAL ZONING DISTRICT.

WHEREAS, in conjunction with the adoption of a heavy industrial zoning district (Ordinance 2013-18) it is proposed that certain lands along Road 2AB be rezoned to heavy industrial. Said lands being depicted in Exhibit A.

WHEREAS, the Planning and Zoning Board reviewed the proposal at their November 26, 2013 meeting and recommended that the city council rezone said lands to the proposed heavy industrial district;

WHEREAS, a public hearing on the proposal, advertised by publication in the Cody Enterprise on December 17, 2013, is to be held by the City Council on January 7, 2014 at 7:00 PM;

WHEREAS, the City Council finds that the area is generally suitable for the industrial activities permitted in the heavy industrial zoning district and has determined that it is in the best interest of the public to rezone the subject property to heavy industrial.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING:

Section 1: That the following described property located in the vicinity of Road 2AB and situated in the City of Cody, Park County, Wyoming, shall be and the same is hereby rezoned to Heavy Industrial, as set forth in City of Cody Code 10-10F.

All lands lying within the North Cody Annexation as described on that certain document recorded the 15th of July, 2008, under Document Number 2008-5610, in Plat Cabinet J, Page 120, Records of Park County, Wyoming, located in Section 20, 29 and 30 of Township 53 North, Range 101 West 6th P.M., Park County, WY;

EXCEPT, that portion lying south and west of the following describe line:

Commencing at the SW corner of that certain parcel described in Document 2012-7468 RPCW (Shown as Book 207, Page 817 on the Annexation Plat); Thence North 85°43' East along the south line of said parcel to the west boundary of Lot 32, Section 30; Thence South along said the boundary of Lot 32 to the Southwest corner of said Lot 32; Thence East along the south boundary of Lot 32 to the Northeast corner of Lot 4 and end of said line.

AND EXCEPT: Those portions of the SE ¼ of the NW ¼ of the NW ¼, the SW ¼ of the NE ¼ of the NW ¼, Lot 7, and the South ½ of the NE ¼ of the NE ¼ of the NW ¼; all in Section 29, Township 53 North, Range 101 West, 6th P.M., lying north and west of the following described line: Commencing at a point on the West boundary of said SE ¼ of the NW ¼ of the NW ¼, 340 feet south of the northwest corner thereof, thence North 89°51' East to the north boundary of that certain parcel described in document 2002-4036 (Harris Trucking), thence along said north boundary North 67°26'25" East, and continuing at said bearing to the west boundary of that certain easement granted to the City of Cody in document 2011-3714, thence West and North along said easement to the

south boundary of that certain parcel granted to the City of cody by document 2009-8324, thence N 89°50'52" W along said south line to the west boundary of the South ½ of the NE ¼ of the NE ¼ of the NW ¼ and end of said line.

AND EXCEPT:

Those portions of Lots 2, 3, 4, 5, 8, and 11 lying south of the Burlington Northern Railroad right-of-way.

(Said description is based on record data and is not based upon actual field survey.)

Section 2: That the official zoning map of the City of Cody shall be amended to show the foregoing zone change.

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: __December 17, 2013__

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND
APPROVED ON THIRD AND
FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Acting Administrative Services Director

ORDINANCE 2013-21

AN ORDINANCE REZONING CERTAIN LANDS IN THE AREA OF REESY ROAD LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING FROM THE INDUSTRIAL “E” ZONING DISTRICT TO THE HEAVY INDUSTRIAL ZONING DISTRICT.

WHEREAS, in conjunction with the adoption of a heavy industrial zoning district (Ordinance 2013-18) it is proposed that certain lands at the west end of Reesy Road be rezoned to heavy industrial;

WHEREAS, the Planning and Zoning Board reviewed the proposal at their November 26, 2013 meeting and recommended that the city council rezone said lands to the proposed heavy industrial district;

WHEREAS, a public hearing on the proposal, advertised by publication in the Cody Enterprise on December 19, 2013, is to be held by the City Council on January 7, 2014 at 7:00 PM;

WHEREAS, the City Council finds that the area is generally suitable for the industrial activities permitted in the heavy industrial zoning district and has determined that it is in the best interest of the public to rezone the subject property to heavy industrial.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING:

Section 1: That the following described property located west of Reesy Road and situated in the City of Cody, Park County, Wyoming, shall be and the same is hereby rezoned to Heavy Industrial, as set forth in City of Cody Code 10-10F.

Those portions of Lot 3, Lot 4, and the North ½ of the NW ¼ of the SW ¼ of Section 8, Township 52 North, Range 101 West, 6th P.M., described as follows:

Commencing at Corner 5 of Lot 49, Section 8, Township 52 North, Range 101 West, 6th P.M., thence North 89°56' East, 1,321.98 feet to Corner 4 of Lot 49, thence South 89°56' East 1320.0 feet more/less to Corner 3 of Lot 49, thence South 89°56' West 660.99 feet more/less, thence North 0°25' West 660 feet, thence South 89°56' West 660.99 more/less, thence North 0°25' West 660 feet more/less to the point of beginning.

Section 2: That the official zoning map of the City of Cody is amended to show the foregoing zone change.

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: __December 17, 2013__

PASSED ON SECOND READING: _____

PASSED, ADOPTED AND
APPROVED ON THIRD AND
FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker
Administrative Services Director

MEETING DATE: JANUARY 7, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: LESLIE BRUMAGE, FINANCE
OFFICER
PRESENTED BY: LESLIE BRUMAGE, FINANCE
OFFICER

AGENDA ITEM SUMMARY REPORT **Resolution 2014-01 Budget Amendment**

ACTION TO BE TAKEN:

Approve the resolution amending the FY13-14 budget and authorize the use of \$7,500 in restricted General Fund cash from the PEG grant received in FY12-13.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY13-14 on June 18, 2013. Per State Statute, budgets may be amended through Resolution by the City Council. This request includes the following amendments:

- (1) An increase in the General Fund pass through grants revenue in the amount of \$25,000 for the Wyoming Business Council Cody Gun Smith School Feasibility Study.
- (2) An increase in the General Fund pass through grants expense in the amount of \$25,000 for the Wyoming Business Council Cody Gun Smith School Feasibility Study.
- (3) An increase in the General Fund revenue in the amount of \$66,137 for a reimbursement from Century Link for additional costs incurred on the 16th Street project.
- (4) An increase in General Fund expense in the amount of \$66,992 for a change order from Harris Trucking for the 16th Street project.
- (5) An increase in General Fund expense in the amount of \$7,500 for upgrading the audio/visual equipment.

FISCAL IMPACT

A) Cody Gun Smith School - The total project cost is \$55,400. The grant is the amount of \$25,000 which will pass through the City. The remaining 30,400 will be paid directly through Forward Cody. The net impact on the City's cash balances is zero.

B) 16th Street Project – The reimbursement from Century Link will almost completely cover the increased cost due to the change order on the project. The net effect to General Fund cash will be a decrease of \$855.

C) Audio/Visual Equipment – In FY12-13 Bresnan provided \$12,000 to the City of Cody which can be used to upgrade or enhance the PEG equipment used for the government access channel. These funds are included in the restricted cash balance of the General Fund. This amendment proposes utilizing \$7,500 leaving a balance of \$4,500 for future upgrades.

AGENDA ITEM NO. _____

ALTERNATIVES

At its discretion the City Council may approve or deny the Resolution.

ATTACHMENTS

1. Resolution 2014-01

AGENDA & SUMMARY REPORT TO:

1. None

RESOLUTION 2014-01

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2013-2014

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2013-2014 was duly adopted by the City of Cody with Ordinance No 2013-14 on June 18, 2013 in accordance with the State of Wyoming Statutes; and

WHEREAS, the City of Cody Council has determined it is appropriate to amend the final budget, in accordance with proper governmental accounting and financial reporting practices; and

WHEREAS, funds are available to cover such amendments as designated in the requested action.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Cody, the following action was authorized by the City of Cody Council:

	Current Budget	Proposed Amendment	Amended Budget
REVENUES			
General Fund	\$ 14,961,980	\$ 91,137	\$ 15,053,117
Vehicle Replacement Fund	\$ 692,690	\$ -	\$ 692,690
Lodging Tax Fund	\$ 97,421	\$ -	\$ 97,421
Public Improvements Fund	\$ 1,107	\$ -	\$ 1,107
Solid Waste Fund	\$ 2,610,368	\$ -	\$ 2,610,368
Water Fund	\$ 3,190,097	\$ -	\$ 3,190,097
Wastewater Fund	\$ 1,473,802	\$ -	\$ 1,473,802
Electric Fund	\$ 11,769,314	\$ -	\$ 11,769,314
TOTAL	\$ 34,796,779	\$ 91,137	\$ 34,887,916
EXPENSES			
Mayor - Council	\$ 454,802	\$ 7,500	\$ 462,302
City Administrator	\$ 149,353	\$ -	\$ 149,353
Administrative Services	\$ 1,397,145	\$ -	\$ 1,397,145
Pass Through Grants	\$ 3,113,616	\$ 25,000	\$ 3,138,616
Police	\$ 2,782,471	\$ -	\$ 2,782,471
Parks Maintenance	\$ 777,269	\$ -	\$ 777,269
Public Facilities	\$ 538,617	\$ -	\$ 538,617
Recreation Center	\$ 1,122,647	\$ -	\$ 1,122,647
Aquatics	\$ 726,579	\$ -	\$ 726,579
Community Development	\$ 575,325	\$ -	\$ 575,325
Streets	\$ 2,518,190	\$ 66,992	\$ 2,585,182
Vehicle Maintenance	\$ 247,005	\$ -	\$ 247,005
Vehicle Replacement	\$ 267,000	\$ -	\$ 267,000
Lodging Tax	\$ 108,337	\$ -	\$ 108,337
Public Improvements	\$ 35,960	\$ -	\$ 35,960
Solid Waste Fund	\$ 2,513,222	\$ -	\$ 2,513,222
Water Fund	\$ 3,064,959	\$ -	\$ 3,064,959
Wastewater Fund	\$ 1,867,557	\$ -	\$ 1,867,557
Electric Fund	\$ 12,143,432	\$ -	\$ 12,143,432
TOTAL	\$ 34,403,486	\$ 99,492	\$ 34,502,978

Projected Total Ending Unrestricted Cash at June 30th	\$ 8,478,181	\$ (855)	\$ 8,477,326
Projected Total Ending Restricted Cash at June 30th	\$ 2,458,184	\$ (7,500)	\$ 2,450,684

PASSED, APPROVED AND ADOPTED THE 7th DAY OF JANUARY 2014.

Nancy Tia-Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer