

# City of Cody City Council

## AGENDA

Tuesday, March 17, 2015 – 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

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Meeting Called to Order  
Pledge of Allegiance  
Moment of Silence  
Roll Call  
Agenda Review and Approval  
Mayor's Recognitions and Announcements

Large Item Pickup and Tree & Brush Program- Ends March 31, 2015

### 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: Regular Meeting Minutes from 3/3/15.
- b. Approval of vouchers and payroll in the amount of \$1,727,796.52.
- c. Consider a request from the Cody Fire Department to close 11<sup>th</sup> Street between Sheridan Avenue and Beck Avenue from 12:00 p.m. on Friday May 1st to 5:00 p.m. on Sunday May 3rd, 2015 for the 41st annual Cody Fire School and authorize the Cody Fire Department to utilize City Barricades for this street closure.
- d. Cast a ballot for David Kendal Clerk/Treasurer of Lingle, and Council Member Genell Petsch of Glendo to three year appointments to the WAM-JPIC Board of Directors, and Tracy Glanz, Clerk/Treasurer of Worland and Cindy Baker, Administrative Services Officer of Cody to a one year appointment to the WAM-JPIC Board of Directors.

**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

3. Conduct of Business

a. Consider the appointment of Michael D Barnes Jr. to the Veterans Memorial Park Committee -War on Terror for a one year term ending December 31, 2015.

b. Consider a request from the West Park Hospital Foundation to place 16 large buffalo within the City Right-of-Way for the Where the Buffalo Roam Project.

Staff Reference: Steve Payne, Public Works Director

Spokesperson: Graham Jackson, WPH Foundation

c. **ORDINANCE 2015-02 – THIRD AND FINAL READING – AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II AND ARTICLE III, OF THE CODY CITY CODE TO MODIFY MUNICIPAL ELECTRICAL SUPPLY AND ELECTRICAL RATES.**

Staff Reference: Steve Payne, Public Works Director

d. Authorize the Mayor enter into and sign an agreement between the City of Cody and Online Utility Exchange for the purpose of providing credit risk assessment and identity verification services to establish deposit requirements for utility customers.

Staff Reference: Cindy Baker, Administrative Services Officer

4. Tabled Items

5. Matters from Staff Members

6. Matters from Council Members

7. Adjournment

**City of Cody**  
**Council Proceedings**  
**Tuesday, March 3, 2015**

Council Member made a motion seconded by Council Member to enter into an Executive Session at 6:00 p.m. per W.S. 16-4-405(a)(ii) (to consider the appointment, employment right to practice or dismissal of a public officer, professional person or employee, or to hear complaints or charges brought against an employee, professional person or officer); 16-4-405(iii) (matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party); and 16-4-405(a)(ix) to consider or receive any information classified as confidential by law. Council Member made a motion seconded by Council Member to exit the Executive Session at p.m. No action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, March 3, 2015 at 7:00 p.m.

Present: Council President Steve Miller, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Landon Greer and Stan Wolz, City Administrator Barry Cook, City Attorney Scott Kolpitcke and Administrative Services Officer, Cindy Baker.

Absent: Mayor Nancy Tia Brown

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

Council Member Greer made a motion seconded by Council Member Fritz to approve the agenda as amended to add item f to the consent calendar. Vote was unanimous.

Police Chief Perry Rockvam introduced Police Officer - Howard Marcus Martinez III followed by Cindy Baker, Administrative Services Officer performing the Oath of Office/

Council Member Greer made a motion seconded by Council Member Ballinger to approve the consent calendar as amended including approval of Minutes: Special Meeting Minutes from 2/12/15, and Regular Meeting Minutes from 2/17/1; approval of vouchers and payroll in the amount of \$1,141,309.55; approve the additional street closures starting at 6:00 p.m. on July 1, for the Wild West Extravaganza event for set up. The entire event will close 9<sup>th</sup> and 10<sup>th</sup> Streets between Beck and Sheridan Avenues, and Beck Avenue between 9<sup>th</sup> and 10<sup>th</sup> Streets for either vendors or vendor parking for said event starting July 1<sup>st</sup> through July 4<sup>th</sup>; award Bid No. 2014-11, Paul Stock Aquatic and Recreation Center LED Retrofit to Electrical Ally, Inc., for the amount of \$85,838.68 and authorize the mayor to enter into and sign the contract and necessary forms associated with this project; authorize the Mayor to sign the 8<sup>th</sup> Street Permit, as the landowner, granting four (4) temporary easements to the Wyoming Department of Transportation for construction associated with the 8<sup>th</sup> Street Project; and appoint Sandy Newsome to the Park County Travel Board for a three year term ending February 28, 2018. Vote was unanimous.

**ORDINANCE 2015-02 – SECOND READING AS AMENDED**  
**AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II AND ARTICLE III, OF THE CODY CITY CODE TO MODIFY MUNICIPAL ELECTRICAL SUPPLY AND ELECTRICAL RATES.** Council Member Fritz made a motion seconded by Council Member Wolz to pass ORDINANCE 2015-02 on SECOND READING AS AMENDED. Vote was unanimous.

**RESOLUTION 2015-06**  
**A RESOLUTION AUTHORIZING THE SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLCIATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVENRING BODY FOR PARK COUNTY, WYOMING FOR A ROAD REPAIR PROJECT FOR THE TOWN OF FRANNIE.** Council Member Wolz made a motion seconded by Council Member Ballinger to pass RESOLUTION 2015-06. Vote was unanimous.

There being no further business, Council President Miller adjourned the meeting at 7:30 p.m.

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Cynthia Baker  
Administrative Services Officer

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Steve Miller  
Council President

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>813-NCPERS WYOMING</b>							
<b>125412</b>							
	02282015	PREMIUM	03/03/2015	432.00	432.00	03/03/2015	
Total 125412:				432.00	432.00		
<b>ACKER ELECTRIC</b>							
<b>270</b>							
	31167	ELECTRICAL SERVICE REPAIR	02/05/2015	629.30	629.30	03/18/2015	
	31221	PUMP REPAIR	02/10/2015	131.20	131.20	03/18/2015	
	31234	LIFT STATION ELECTRICAL	02/20/2015	643.40	643.40	03/18/2015	
	31235	HOOK UP PUMP	02/20/2015	55.00	55.00	03/18/2015	
Total 270:				1,458.90	1,458.90		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	12095	CYCLE 3 OUTSOURCE BILLS	02/25/2015	399.72	399.72	03/18/2015	
	12110	CYCLE 4 OUTSOURCE BILLS	03/06/2015	234.08	234.08	03/18/2015	
Total 129162:				633.80	633.80		
<b>ALSCO</b>							
<b>126551</b>							
	1096118	TOWELS - REC CENTER	02/23/2015	18.50	18.50	03/18/2015	
	1097902	TOWELS & RUGS - REC CENTE	03/02/2015	51.70	51.70	03/18/2015	
Total 126551:				70.20	70.20		
<b>AMERICAN FAMILY LIFE ASSUR</b>							
<b>550</b>							
	807136	AFLAC PREMIUM	03/03/2015	2,199.04	2,199.04	03/03/2015	
Total 550:				2,199.04	2,199.04		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	03135139	SUPPLIES	02/27/2015	65.25	65.25	03/18/2015	
	03135140	CYLINDER RENTAL	02/27/2015	18.81	18.81	03/18/2015	
Total 128592:				84.06	84.06		
<b>APPLIED GRAPHICS</b>							
<b>123465</b>							
	5863	DECALS	02/27/2015	203.52	203.52	03/18/2015	
	5863	DECALS	02/27/2015	238.80	238.80	03/18/2015	
	5863	DECALS	02/27/2015	1,074.00	1,074.00	03/18/2015	
Total 123465:				1,516.32	1,516.32		
<b>BACON, PAIGE</b>							
<b>130298</b>							
	362375	REC CENTER REFUND	02/25/2015	50.00	50.00	03/18/2015	
Total 130298:				50.00	50.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>BAKER, HEATHER B</b>							
<b>130308</b>							
	362914	REC CENTER REFUND	03/03/2015	108.00	108.00	03/18/2015	
Total 130308:				108.00	108.00		
<b>BAUGHER,WALTER</b>							
<b>130314</b>							
	15034836	REFUND UTILITY DEPOSIT	03/06/2015	95.92	95.92	03/18/2015	
Total 130314:				95.92	95.92		
<b>BORDER STATES INDUSTRIES, INC</b>							
<b>1420</b>							
	908935453	FIBER GLASS X ARM 8' DEADE	02/27/2015	1,711.74	1,711.74	03/18/2015	FBGXARM8DE-3K
	908935453	FIBER GLASS X ARM 8' TANGE	02/27/2015	2,401.23	2,401.23	03/18/2015	FBGXARM8TG-3K
	908935454	Meter F1s 1ph3w c100 120v mete	02/27/2015	583.12	583.12	03/18/2015	MTR1SITR
	908971017	F14/15/16S 3ph 4w c200 120-480	03/06/2015	1,849.80	1,849.80	03/18/2015	MTR16SELEC
Total 1420:				6,545.89	6,545.89		
<b>BRATEN, SHELLY</b>							
<b>130309</b>							
	362915	REC CENTER REFUND	03/03/2015	165.00	165.00	03/18/2015	
Total 130309:				165.00	165.00		
<b>BROWN, MONICA</b>							
<b>130315</b>							
	030515	REFUND CASH BOND FOR MC-	03/05/2015	500.00	500.00	03/18/2015	
Total 130315:				500.00	500.00		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	18488	WELD FITTING	02/27/2015	20.00	20.00	03/18/2015	
Total 1690:				20.00	20.00		
<b>CARQUEST AUTO PARTS</b>							
<b>10200</b>							
	2874-IC-27086	credit repair parts - VM	02/05/2015	9.79-	9.79-	03/18/2015	
	2874-ID-27051	repair parts - VM	02/02/2015	24.66	24.66	03/18/2015	
	2874-ID-27054	repair parts - VM	02/02/2015	108.79	108.79	03/18/2015	
	2874-ID-27058	supplies - W	02/02/2015	23.02	23.02	03/18/2015	
	2874-ID-27062	repair parts - VM	02/03/2015	3.13	3.13	03/18/2015	
	2874-ID-27065	repair parts - VM	02/03/2015	16.89	16.89	03/18/2015	
	2874-ID-27075	repair parts - VM	02/04/2015	2.34	2.34	03/18/2015	
	2874-ID-27085	repair parts - VM	02/05/2015	59.44	59.44	03/18/2015	
	2874-ID-27086	repair parts - VM	02/05/2015	7.09	7.09	03/18/2015	
	2874-ID-27092	repair parts - VM	02/06/2015	19.56	19.56	03/18/2015	
	2874-ID-27118	repair parts - VM	02/10/2015	6.48	6.48	03/18/2015	
	2874-ID-27119	supplies - VM	02/10/2015	14.95	14.95	03/18/2015	
	2874-ID-27122	repair parts - VM	02/10/2015	16.89	16.89	03/18/2015	
	2874-ID-27132	repair parts - VM	02/11/2015	57.45	57.45	03/18/2015	
	2874-ID-27140	repair parts - VM	02/12/2015	6.34	6.34	03/18/2015	
	2874-ID-27142	repair parts - VM	02/12/2015	15.69	15.69	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-ID-27148	repair parts - VM	02/13/2015	3.13	3.13	03/18/2015	
	2874-ID-27150	repair parts - VM	02/13/2015	258.60	258.60	03/18/2015	
	2874-ID-27185	repair parts - VM	02/18/2015	52.92	52.92	03/18/2015	
	2874-ID-27194	repair parts - VM	02/19/2015	2.95	2.95	03/18/2015	
	2874-ID-27195	repair parts - VM	02/19/2015	41.84	41.84	03/18/2015	
	2874-ID-27203	repair parts - VM	02/20/2015	2.62	2.62	03/18/2015	
	2874-ID-27225	repair parts - VM	02/24/2015	10.12	10.12	03/18/2015	
	2874-ID-27229	repair parts - VM	02/24/2015	73.26	73.26	03/18/2015	
	2874-ID-27250	wiper - ST	02/27/2015	11.74	11.74	03/18/2015	
Total 10200:				830.11	830.11		
<b>CHARLES, KATHI</b> <b>127885</b>							
	362928	REC CENTER REFUND	03/03/2015	50.42	50.42	03/18/2015	
Total 127885:				50.42	50.42		
<b>CITY OF CODY</b> <b>2260</b>							
	022715	Utilities	02/27/2015	97.19	97.19	03/18/2015	
	022715	Utilities	02/27/2015	23.00	23.00	03/18/2015	
	022715	Utilities	02/27/2015	63.00	63.00	03/18/2015	
	022715	Utilities	02/27/2015	63.00	63.00	03/18/2015	
	022715	Utilities	02/27/2015	63.00	63.00	03/18/2015	
	022715	Utilities	02/27/2015	933.26	933.26	03/18/2015	
	022715	Utilities	02/27/2015	378.62	378.62	03/18/2015	
	022715	Utilities	02/27/2015	10.50	10.50	03/18/2015	
	022715	Utilities	02/27/2015	23.00	23.00	03/18/2015	
	022715	Utilities	02/27/2015	476.83	476.83	03/18/2015	
	022715	Utilities	02/27/2015	102.97	102.97	03/18/2015	
	022715	Utilities	02/27/2015	289.17	289.17	03/18/2015	
	030215	RESTITUTION FROM MC-1411-0	03/02/2015	200.00	200.00	03/18/2015	
	031015	Utilities	03/10/2015	78.75	78.75	03/18/2015	
	031015	Utilities	03/10/2015	46.75	46.75	03/18/2015	
	031015	Utilities	03/10/2015	368.00	368.00	03/18/2015	
	031015	Utilities	03/10/2015	155.33	155.33	03/18/2015	
	031015	Utilities	03/10/2015	61.77	61.77	03/18/2015	
	031015	Utilities	03/10/2015	15.91	15.91	03/18/2015	
	031015	Utilities	03/10/2015	9.36	9.36	03/18/2015	
	031015	Utilities	03/10/2015	6.55	6.55	03/18/2015	
	031015	Utilities	03/10/2015	374.76	374.76	03/18/2015	
	031015	Utilities	03/10/2015	197.63	197.63	03/18/2015	
	031015	Utilities	03/10/2015	484.41	484.41	03/18/2015	
	031015	Utilities	03/10/2015	166.53	166.53	03/18/2015	
	031015	Utilities	03/10/2015	488.33	488.33	03/18/2015	
	031015	Utilities	03/10/2015	2,493.70	2,493.70	03/18/2015	
	031015	Utilities	03/10/2015	384.22	384.22	03/18/2015	
	031015	Utilities	03/10/2015	3,018.29	3,018.29	03/18/2015	
	031015	Utilities	03/10/2015	374.63	374.63	03/18/2015	
	031015	Utilities	03/10/2015	46.75	46.75	03/18/2015	
	14522	WATER TAPS - HABITAT GRAN	02/25/2015	9,000.00	9,000.00	03/18/2015	
Total 2260:				20,495.21	20,495.21		

**CODY'S TOWN TAXI**

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129972							
	031715	TIPSY TAXI VOUCHERS	03/17/2015	77.00	77.00	03/18/2015	
Total 129972:				77.00	77.00		
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>							
<b>3140</b>							
	030215	LEGAL SERVICES	03/02/2015	6,907.92	6,907.92	03/18/2015	
Total 3140:				6,907.92	6,907.92		
<b>CORSON, ANNA</b>							
<b>130313</b>							
	14545023	REFUND UTILITY DEPOSIT	03/04/2015	177.83	177.83	03/18/2015	
Total 130313:				177.83	177.83		
<b>DIVISION OF VICTIM'S SERVICES</b>							
<b>124470</b>							
	030215	CRIME VICTIM'S COMP - FEB 20	03/02/2015	612.75	612.75	03/18/2015	
Total 124470:				612.75	612.75		
<b>EASTMAN, RINDA</b>							
<b>129952</b>							
	030415	PERSONAL TRAINING - REC CE	03/04/2015	228.57	228.57	03/18/2015	
Total 129952:				228.57	228.57		
<b>ENERGY WEST</b>							
<b>2630</b>							
	022015	UTILITIES	02/20/2015	126.68	126.68	03/18/2015	
	03/02/15	UTILITIES	03/02/2015	394.65	394.65	03/18/2015	
	03/02/15	UTILITIES	03/02/2015	923.03	923.03	03/18/2015	
	030515	UTILITIES - REC CENTER	03/05/2015	3,181.19	3,181.19	03/18/2015	
	030515	UTILITIES - REC CENTER AQUA	03/05/2015	9,543.58	9,543.58	03/18/2015	
	030515	UTILITIES - SHOP	03/05/2015	916.70	916.70	03/18/2015	
	030515	UTILITIES - SHOP	03/05/2015	236.12	236.12	03/18/2015	
	030515	UTILITIES - SHOP	03/05/2015	138.89	138.89	03/18/2015	
	030515	UTILITIES - SHOP	03/05/2015	97.22	97.22	03/18/2015	
	030515	UTILITIES	03/05/2015	470.20	470.20	03/18/2015	
	030515	UTILITIES	03/05/2015	383.13	383.13	03/18/2015	
Total 2630:				16,411.39	16,411.39		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	3503031	WWTF DISCHARGE REPLACEM	03/05/2015	5,391.50	5,391.50	03/18/2015	
	3503032	WWTF PRETREATMENT	03/05/2015	3,362.50	3,362.50	03/18/2015	
Total 4140:				8,754.00	8,754.00		
<b>FERGUSON WATERWORKS</b>							
<b>127653</b>							
	0606506	FIRE HYDRANT REPAIR	02/17/2015	138.00	138.00	03/18/2015	
	0606508	2" OMNI C2 WATER METER	02/17/2015	1,363.50	1,363.50	03/18/2015	
	0606510	METER FLANGES & GASKETS	02/17/2015	81.24	81.24	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	0606657	METER GASKET	02/20/2015	237.50	237.50	03/18/2015	
Total 127653:				1,820.24	1,820.24		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	CODY LABS -	CODY LABS WAREHOUSE	02/27/2015	244,229.00	244,229.00	03/18/2015	
Total 127450:				244,229.00	244,229.00		
<b>GAIL, TINA M</b>							
<b>129903</b>							
	17931017	REFUND CREDIT BALANCE	03/03/2015	21.74	21.74	03/18/2015	
Total 129903:				21.74	21.74		
<b>GERBER, AMY</b>							
<b>125490</b>							
	362927	REC CENTER REFUND	03/03/2015	127.50	127.50	03/18/2015	
Total 125490:				127.50	127.50		
<b>GODFREY, CHAD</b>							
<b>130299</b>							
	3250017	REFUND UTILITY DEPOSIT	02/27/2015	21.62	21.62	03/18/2015	
Total 130299:				21.62	21.62		
<b>GREINER</b>							
<b>125246</b>							
	02/25/15 - A06	CODE ENFORCEMENT TRUCK -	02/25/2015	53,795.00	53,795.00	03/18/2015	
	02/25/15 - A13	POLICE CAR - A13	02/25/2015	23,399.00	23,399.00	03/18/2015	
Total 125246:				77,194.00	77,194.00		
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>							
	2708533-00	ST LT REPAIRS	02/13/2015	387.04	387.04	03/18/2015	
	2748354-01	SYSTEM MAINTENANCE	02/27/2015	104.64	104.64	03/18/2015	
	2770031-00	SAFETY SUPPLIES	02/16/2015	610.00	610.00	03/18/2015	
	2770031-00	TOOLS	02/16/2015	108.00	108.00	03/18/2015	
	2770031-03	SAFETY SUPPLIES	02/23/2015	752.19	752.19	03/18/2015	
	2770031-04	TOOLS	02/27/2015	121.87	121.87	03/18/2015	
	2770486-01	SAFETY SUPPLIES	02/16/2015	257.96	257.96	03/18/2015	
	2789531-00	SYSTEM REPAIRS	02/16/2015	88.26	88.26	03/18/2015	
Total 6730:				2,429.96	2,429.96		
<b>HINES, JONIE</b>							
<b>129938</b>							
	362926	REC CENTER REFUND	03/03/2015	71.25	71.25	03/18/2015	
Total 129938:				71.25	71.25		
<b>HOLM BLOUGH &amp; COMPANY</b>							
<b>5020</b>							
	3273	MOUNTAIN SPIRIT HABITAT FO	03/04/2015	4,430.90	4,430.90	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 5020:				4,430.90	4,430.90		
<b>HOUSEL LAW FIRM, LLC</b>							
<b>127605</b>							
	201 1	MUNICIPAL COURT JUDGE 8/25	02/25/2015	243.00	243.00	03/18/2015	
Total 127605:				243.00	243.00		
<b>HUNTER, ALLEGRA</b>							
<b>130301</b>							
	9038011	REFUND CREDIT BALANCE	03/03/2015	121.96	121.96	03/18/2015	
Total 130301:				121.96	121.96		
<b>INDUSTRIAL SYSTEMS INC</b>							
<b>5200</b>							
	37519	CHARTS - WASTE WATER	03/05/2015	61.45	61.45	03/18/2015	
Total 5200:				61.45	61.45		
<b>JACK'S TRUCK &amp; EQUIPMENT</b>							
<b>125521</b>							
	30313G	DEF FLUID	02/20/2015	184.53	184.53	03/18/2015	
Total 125521:				184.53	184.53		
<b>JONES, AMY</b>							
<b>129954</b>							
	030415	PERSONAL TRAINING - REC CE	03/04/2015	547.24	547.24	03/18/2015	
Total 129954:				547.24	547.24		
<b>KEEGAN &amp; WINSLOW LAW FIRM</b>							
<b>126040</b>							
	030215	PROFESSIONAL FEES	03/02/2015	351.00	351.00	03/18/2015	
Total 126040:				351.00	351.00		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1184977	SECURITY MONITORING - LAB	01/01/2015	85.50	85.50	03/18/2015	
Total 9029:				85.50	85.50		
<b>KITCHEN, SCOTT</b>							
<b>129803</b>							
	22715	REIMBURSE FOR MILEAGE	02/27/2015	40.60	40.60	03/18/2015	
Total 129803:				40.60	40.60		
<b>KOONS, JOHN H</b>							
<b>129498</b>							
	030215	RESTITUTION FROM MC-1205-0	03/02/2015	100.00	100.00	03/18/2015	
Total 129498:				100.00	100.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>KRUBECK, LUCAS</b>							
<b>130285</b>							
	030415	PERSONAL TRAINER - REC CE	03/04/2015	86.88	86.88	03/18/2015	
Total 130285:				86.88	86.88		
<b>LOCAL GOV'T LIABILITY POOL</b>							
<b>6176</b>							
	9401	FY 15-16 LIABILITY INSURANCE	02/26/2015	59,888.00	59,888.00	03/18/2015	
Total 6176:				59,888.00	59,888.00		
<b>MARKHAM RENT ACCOUNT</b>							
<b>130302</b>							
	6008011	REFUND CREDIT BALANCE	03/03/2015	91.28	91.28	03/18/2015	
Total 130302:				91.28	91.28		
<b>NORCO, INC.</b>							
<b>128948</b>							
	15438229	C02	02/26/2015	148.14	148.14	03/18/2015	
	15472133	SUPPLIES	02/28/2015	10.42	10.42	03/18/2015	
	15472229	C02	02/28/2015	83.33	83.33	03/18/2015	
	15479263	C02	03/02/2015	165.64	165.64	03/18/2015	
Total 128948:				407.53	407.53		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	1423860	WYOMING AVE PROJECT	02/24/2015	15,892.35	15,892.35	03/18/2015	
	1423860-1	GLAND PACKS - WY AVE	02/23/2015	54.93	54.93	03/18/2015	
	1423860-2	WYOMING AVE PROJECT	03/02/2015	364.49	364.49	03/18/2015	
	1423860-3	WYOMING AVE PROJECT	03/02/2015	838.11	838.11	03/18/2015	
Total 7400:				17,149.88	17,149.88		
<b>OPATZ ELECTRIC MOTOR REPAIR</b>							
<b>7470</b>							
	16601	REPAIRS	01/08/2015	28.25	28.25	03/18/2015	
Total 7470:				28.25	28.25		
<b>O'REILLY AUTOMOTIVE, INC.</b>							
<b>128494</b>							
	3726-252978	A10 THROTTLE BODY	02/18/2015	243.33	243.33	03/18/2015	
	3726-253038	A10 THROTTLE BODY GASKET	02/19/2015	54.14	54.14	03/18/2015	
Total 128494:				297.47	297.47		
<b>PARK COUNTY</b>							
<b>7670</b>							
	1983	LEC CONTRACT	02/25/2015	29,073.49	29,073.49	03/18/2015	
	1983	LEC UTILITIES	02/25/2015	1,443.67	1,443.67	03/18/2015	
Total 7670:				30,517.16	30,517.16		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>PARK COUNTY ANIMAL SHELTER</b>							
<b>5120</b>							
	030115	ANIMAL SERVICE CONTRACT	03/01/2015	3,750.00	3,750.00	03/18/2015	
Total 5120:				3,750.00	3,750.00		
<b>PARK COUNTY LANDFILL</b>							
<b>129053</b>							
	030215	LANDFILL CHARGES	03/02/2015	47,787.00	47,787.00	03/18/2015	
	030215	LANDFILL CHARGES	03/02/2015	78.00	78.00	03/18/2015	
	030215	LANDFILL CHARGES	03/02/2015	1.00	1.00	03/18/2015	
Total 129053:				47,866.00	47,866.00		
<b>PARK COUNTY READY MIX</b>							
<b>7730</b>							
	111941	SAND SLURRY	02/27/2015	291.00	291.00	03/18/2015	
Total 7730:				291.00	291.00		
<b>PARK COUNTY SHERIFF</b>							
<b>7740</b>							
	022815	INCARCERATION - FEB 2015	02/28/2015	1,170.00	1,170.00	03/18/2015	
Total 7740:				1,170.00	1,170.00		
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>							
<b>128033</b>							
	02282015	PREMIUMS	03/03/2015	183.44	183.44	03/03/2015	
Total 128033:				183.44	183.44		
<b>R &amp; A SAFETY</b>							
<b>127690</b>							
	2481	RANDOM & PRE-EMPLOYMENT	03/04/2015	30.00	30.00	03/18/2015	
	2481	RANDOM & PRE-EMPLOYMENT	03/04/2015	90.00	90.00	03/18/2015	
	2481	RANDOM & PRE-EMPLOYMENT	03/04/2015	40.00	40.00	03/18/2015	
Total 127690:				160.00	160.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	022515	UTILITIES	02/25/2015	200.04	200.04	03/18/2015	
	022515	UTILITIES	02/25/2015	257.68	257.68	03/18/2015	
Total 7570:				457.72	457.72		
<b>ROSE, WAYNE</b>							
<b>130310</b>							
	362925	REC CENTER REFUND	03/03/2015	64.00	64.00	03/18/2015	
Total 130310:				64.00	64.00		
<b>SECHRIST, DAVID J</b>							
<b>129937</b>							
	030415	PERSONAL TRAINING- REC CE	03/04/2015	151.29	151.29	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129937:				151.29	151.29		
<b>SHEARER, STEVEN</b>							
<b>130311</b>							
	362920	REC CENTER REFUND	03/03/2015	94.80	94.80	03/18/2015	
Total 130311:				94.80	94.80		
<b>SHOSHONE MUNICIPAL PIPELINE</b>							
<b>9130</b>							
	030115	SMP WATER PURCHASES - FE	03/01/2015	96,245.84	96,245.84	03/18/2015	
Total 9130:				96,245.84	96,245.84		
<b>SLUITER, MARK</b>							
<b>130300</b>							
	022715	REFUND UTILITY DEPOSIT	02/27/2015	23.46	23.46	03/18/2015	
Total 130300:				23.46	23.46		
<b>STEPHENS, SAM</b>							
<b>130303</b>							
	15185042	REFUND UTILITY DEPOSIT	03/02/2015	17.78	17.78	03/18/2015	
Total 130303:				17.78	17.78		
<b>STOCKIE, BARB</b>							
<b>130304</b>							
	6050031	REFUND UTILITY DEPOSIT	03/02/2015	99.54	99.54	03/18/2015	
Total 130304:				99.54	99.54		
<b>TANGBAKKEN, MATHEW</b>							
<b>130307</b>							
	17122019	REFUND UTILITY DEPOSIT	03/02/2015	65.55	65.55	03/18/2015	
Total 130307:				65.55	65.55		
<b>TILDEN, SAM</b>							
<b>130312</b>							
	362929	REC CENTER REFUND	03/03/2015	282.50	282.50	03/18/2015	
Total 130312:				282.50	282.50		
<b>U S BANK PURCHASE CARD</b>							
<b>129981</b>							
	030615	Electric cable distance measurE d	03/06/2015	88.75	88.75	03/18/2015	
	030615	Gutter broom material	03/06/2015	1,690.75	1,690.75	03/18/2015	
	030615	Plastic tote valves	03/06/2015	59.97	59.97	03/18/2015	
	030615	Anti Freeze/ Zipper Welding Suppl	03/06/2015	48.86	48.86	03/18/2015	
	030615	Anti Freeze/ Zipper Welding Suppl	03/06/2015	34.48	34.48	03/18/2015	
	030615	Anti freeze/ Zipper	03/06/2015	117.81	117.81	03/18/2015	
	030615	Sign Material	03/06/2015	1,250.00	1,250.00	03/18/2015	
	030615	FR Jacket for Ron Miller	03/06/2015	55.99	55.99	03/18/2015	
	030615	Tool Boxes - Dane's Truck	03/06/2015	879.98	879.98	03/18/2015	
	030615	Eqpt Mtce - Dane's Truck	03/06/2015	20.98	20.98	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030615	Eqpt Mtce - Dane's Truck	03/06/2015	40.35	40.35	03/18/2015	
	030615	Tools	03/06/2015	172.98	172.98	03/18/2015	
	030615	Tools	03/06/2015	9.27	9.27	03/18/2015	
	030615	Supplies - marking paint	03/06/2015	68.22	68.22	03/18/2015	
	030615	Supplies	03/06/2015	64.18	64.18	03/18/2015	
	030615	Tail Board Repair - derrick truck	03/06/2015	9.62	9.62	03/18/2015	
	030615	Supplies - phase tags	03/06/2015	34.25	34.25	03/18/2015	
	030615	postage - WBC grant	03/06/2015	12.65	12.65	03/18/2015	
	030615	supplies	03/06/2015	30.85	30.85	03/18/2015	
	030615	Random Testing -	03/06/2015	94.50	94.50	03/18/2015	
	030615	Random Testing -	03/06/2015	36.00	36.00	03/18/2015	
	030615	Random Testing -	03/06/2015	36.00	36.00	03/18/2015	
	030615	Random Testing -	03/06/2015	4.50	4.50	03/18/2015	
	030615	Random Testing -	03/06/2015	40.50	40.50	03/18/2015	
	030615	Random Testing -	03/06/2015	22.50	22.50	03/18/2015	
	030615	Random Testing -	03/06/2015	13.50	13.50	03/18/2015	
	030615	Random Testing -	03/06/2015	4.50	4.50	03/18/2015	
	030615	advertising	03/06/2015	985.00	985.00	03/18/2015	
	030615	advertising	03/06/2015	906.20	906.20	03/18/2015	
	030615	advertising	03/06/2015	2,649.40	2,649.40	03/18/2015	
	030615	Medical Exam - SD	03/06/2015	249.00	249.00	03/18/2015	
	030615	security services	03/06/2015	180.00	180.00	03/18/2015	
	030615	security services	03/06/2015	85.50	85.50	03/18/2015	
	030615	HR Subscription	03/06/2015	687.00	687.00	03/18/2015	
	030615	meeting expense - council retreat	03/06/2015	100.00	100.00	03/18/2015	
	030615	supplies - case of 11x17 paper	03/06/2015	89.89	89.89	03/18/2015	
	030615	phone	03/06/2015	884.15	884.15	03/18/2015	
	030615	phone	03/06/2015	119.25	119.25	03/18/2015	
	030615	phone	03/06/2015	86.10	86.10	03/18/2015	
	030615	phone	03/06/2015	199.49	199.49	03/18/2015	
	030615	phone	03/06/2015	51.39	51.39	03/18/2015	
	030615	phone	03/06/2015	30.22	30.22	03/18/2015	
	030615	phone	03/06/2015	55.81	55.81	03/18/2015	
	030615	phone	03/06/2015	85.77	85.77	03/18/2015	
	030615	phone	03/06/2015	308.55	308.55	03/18/2015	
	030615	phone	03/06/2015	84.60	84.60	03/18/2015	
	030615	phone	03/06/2015	56.45	56.45	03/18/2015	
	030615	Long Distance Phone Service	03/06/2015	152.27	152.27	03/18/2015	
	030615	computer support services	03/06/2015	819.00	819.00	03/18/2015	
	030615	meeting expense - wellness semi	03/06/2015	22.27	22.27	03/18/2015	
	030615	meeting expense - wellness semi	03/06/2015	146.00	146.00	03/18/2015	
	030615	advertising	03/06/2015	173.40	173.40	03/18/2015	
	030615	phone	03/06/2015	883.72	883.72	03/18/2015	
	030615	phone	03/06/2015	119.23	119.23	03/18/2015	
	030615	phone	03/06/2015	86.10	86.10	03/18/2015	
	030615	phone	03/06/2015	199.50	199.50	03/18/2015	
	030615	phone	03/06/2015	51.39	51.39	03/18/2015	
	030615	phone	03/06/2015	30.22	30.22	03/18/2015	
	030615	phone	03/06/2015	55.81	55.81	03/18/2015	
	030615	phone	03/06/2015	87.04	87.04	03/18/2015	
	030615	phone	03/06/2015	393.15	393.15	03/18/2015	
	030615	phone	03/06/2015	56.45	56.45	03/18/2015	
	030615	Greenhouse insulation around wo	03/06/2015	59.75	59.75	03/18/2015	
	030615	seeds for flower propagation	03/06/2015	42.48	42.48	03/18/2015	
	030615	supplies	03/06/2015	10.65	10.65	03/18/2015	
	030615	vehicle cleaning supplies	03/06/2015	12.25	12.25	03/18/2015	
	030615	heater for greenhouse work statio	03/06/2015	37.99	37.99	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030615	shop supplies-glass scraper	03/06/2015	5.49	5.49	03/18/2015	
	030615	new floor mats for seasonal vehicl	03/06/2015	19.35	19.35	03/18/2015	
	030615	Uniform allowance - C18	03/06/2015	179.96	179.96	03/18/2015	
	030615	Firearms supplies	03/06/2015	207.93	207.93	03/18/2015	
	030615	Office/squad room supplies	03/06/2015	232.36	232.36	03/18/2015	
	030615	Return C19 belt for exchange	03/06/2015	20.97	20.97	03/18/2015	
	030615	Uniform Allowance - C19, C21	03/06/2015	98.25	98.25	03/18/2015	
	030615	Uniform Allowance - C19	03/06/2015	77.79	77.79	03/18/2015	
	030615	Euthanasia Case 15-132	03/06/2015	123.00	123.00	03/18/2015	
	030615	2015 membership	03/06/2015	150.00	150.00	03/18/2015	
	030615	Radar	03/06/2015	1,900.00	1,900.00	03/18/2015	
	030615	Firearms supplies	03/06/2015	28.45	28.45	03/18/2015	
	030615	Uniform allowance - C21	03/06/2015	112.80	112.80	03/18/2015	
	030615	Uniform allowance - C21	03/06/2015	209.00	209.00	03/18/2015	
	030615	Training handcuffs	03/06/2015	578.00	578.00	03/18/2015	
	030615	Radio chargers for squad room	03/06/2015	200.00	200.00	03/18/2015	
	030615	Evidence supplies	03/06/2015	325.25	325.25	03/18/2015	
	030615	Toner supplies	03/06/2015	1,288.65	1,288.65	03/18/2015	
	030615	Vehicle towing - Case 15-272	03/06/2015	150.00	150.00	03/18/2015	
	030615	Uniform allowance - C21	03/06/2015	385.25	385.25	03/18/2015	
	030615	Uniform allowance - C19, C21	03/06/2015	128.71	128.71	03/18/2015	
	030615	Toner	03/06/2015	556.52	556.52	03/18/2015	
	030615	Fire extinguisher maintenance	03/06/2015	100.00	100.00	03/18/2015	
	030615	Ship C06 belt for exchange	03/06/2015	23.11	23.11	03/18/2015	
	030615	Training supplies-cuff guards	03/06/2015	408.41	408.41	03/18/2015	
	030615	Credit for shipping overcharge on	03/06/2015	63.90-	63.90-	03/18/2015	
	030615	Admin. Conference - C01	03/06/2015	185.00	185.00	03/18/2015	
	030615	Admin. Conference - C02	03/06/2015	185.00	185.00	03/18/2015	
	030615	Plug Tap	03/06/2015	23.93	23.93	03/18/2015	
	030615	Tires B38	03/06/2015	796.00	796.00	03/18/2015	
	030615	Snow Plow connectors	03/06/2015	117.20	117.20	03/18/2015	
	030615	O Ring C01	03/06/2015	2.50	2.50	03/18/2015	
	030615	Hydraulic Pump C01	03/06/2015	898.67	898.67	03/18/2015	
	030615	C01 Repairs	03/06/2015	11.75	11.75	03/18/2015	
	030615	Credit	03/06/2015	80.00-	80.00-	03/18/2015	
	030615	shipping hydraulic pump	03/06/2015	64.83	64.83	03/18/2015	
	030615	K39 trailer hooks	03/06/2015	12.46	12.46	03/18/2015	
	030615	Screws	03/06/2015	.66	.66	03/18/2015	
	030615	Toner	03/06/2015	156.58	156.58	03/18/2015	
	030615	Fans	03/06/2015	279.98	279.98	03/18/2015	
	030615	Dues	03/06/2015	25.00	25.00	03/18/2015	
	030615	nets	03/06/2015	644.00	644.00	03/18/2015	
	030615	Shirts	03/06/2015	474.81	474.81	03/18/2015	
	030615	BB Shirts	03/06/2015	72.01	72.01	03/18/2015	
	030615	Police Car Setup	03/06/2015	9,356.16	9,356.16	03/18/2015	
	030615	Meeting expense	03/06/2015	14.97	14.97	03/18/2015	
	030615	Toner Cartridges	03/06/2015	719.95	719.95	03/18/2015	
	030615	Budget meeting expense	03/06/2015	174.72	174.72	03/18/2015	
	030615	GASB Webinar	03/06/2015	85.00	85.00	03/18/2015	
	030615	GASB Webinar	03/06/2015	85.00	85.00	03/18/2015	
	030615	Binding	03/06/2015	7.50	7.50	03/18/2015	
	030615	pvc fittings	03/06/2015	1.77	1.77	03/18/2015	
	030615	cable ties, screwdriver	03/06/2015	19.98	19.98	03/18/2015	
	030615	cable ties, screwdriver	03/06/2015	8.99	8.99	03/18/2015	
	030615	overalls	03/06/2015	129.99	129.99	03/18/2015	
	030615	CABLE TIES	03/06/2015	16.98	16.98	03/18/2015	
	030615	Office Supplies	03/06/2015	89.90	89.90	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030615	Office Supplies	03/06/2015	50.00	50.00	03/18/2015	
	030615	Printer toner	03/06/2015	103.36	103.36	03/18/2015	
	030615	car wash	03/06/2015	10.00	10.00	03/18/2015	
	030615	Toner	03/06/2015	129.25	129.25	03/18/2015	
	030615	meeting expenses	03/06/2015	24.95	24.95	03/18/2015	
	030615	Bolts to hang aquatics basketball	03/06/2015	9.58	9.58	03/18/2015	
	030615	Bulbs for light fixture at Auditorium	03/06/2015	6.87	6.87	03/18/2015	
	030615	credit for repair of pickle ball stand	03/06/2015	8.42-	8.42-	03/18/2015	
	030615	Nuts and bolts to repair pickle ball	03/06/2015	8.42	8.42	03/18/2015	
	030615	Clip to repair electrical wiring at R	03/06/2015	5.26	5.26	03/18/2015	
	030615	Phone cord to fix credit card line	03/06/2015	31.97	31.97	03/18/2015	
	030615	Credit for parts returned	03/06/2015	18.98-	18.98-	03/18/2015	
	030615	Parts to repair drinking fountain	03/06/2015	1.52	1.52	03/18/2015	
	030615	batteries for all city buildings for cl	03/06/2015	18.40	18.40	03/18/2015	
	030615	Hose clamps to stop leaking pipe	03/06/2015	13.74	13.74	03/18/2015	
	030615	fence staples-repairs to fencing in	03/06/2015	7.08	7.08	03/18/2015	
	030615	shop supplies-bit set and nuts and	03/06/2015	26.91	26.91	03/18/2015	
	030615	shop supplies-vehicle cleaning su	03/06/2015	15.48	15.48	03/18/2015	
	030615	Car wash - C25	03/06/2015	9.00	9.00	03/18/2015	
	030615	Subscription renewal	03/06/2015	550.00	550.00	03/18/2015	
	030615	B44 fuel tank repair	03/06/2015	198.27	198.27	03/18/2015	
	030615	B44 fuel tank repair	03/06/2015	21.99	21.99	03/18/2015	
	030615	Sander parts	03/06/2015	312.01	312.01	03/18/2015	
	030615	clipboard	03/06/2015	1.50	1.50	03/18/2015	
	030615	nuts & bolts	03/06/2015	79.00	79.00	03/18/2015	
	030615	credit	03/06/2015	12.45-	12.45-	03/18/2015	
	030615	nutsetter	03/06/2015	12.45	12.45	03/18/2015	
	030615	nutsetter	03/06/2015	11.97	11.97	03/18/2015	
	030615	Replace valve drain on boiler at re	03/06/2015	173.21	173.21	03/18/2015	
	030615	Bleach to clean rec center	03/06/2015	6.58	6.58	03/18/2015	
	030615	valve for water fountain at rec. ce	03/06/2015	29.73	29.73	03/18/2015	
	030615	Cleaning supplies.	03/06/2015	1,178.62	1,178.62	03/18/2015	
	030615	Ice maker for city hall	03/06/2015	1,569.99	1,569.99	03/18/2015	
	030615	Tape for pickle ball courts for Sr.	03/06/2015	22.48	22.48	03/18/2015	
	030615	Door kick downs and stops and m	03/06/2015	52.42	52.42	03/18/2015	
	030615	Door kick down for Leslies office d	03/06/2015	7.49	7.49	03/18/2015	
	030615	Cleaning supplies for City facilities	03/06/2015	337.90	337.90	03/18/2015	
	030615	Rug replacement for city hall	03/06/2015	37.24	37.24	03/18/2015	
	030615	cleaning supplies	03/06/2015	272.92	272.92	03/18/2015	
	030615	Pest control at Cody Auditorium	03/06/2015	73.50	73.50	03/18/2015	
	030615	Pest control at rec. center	03/06/2015	127.50	127.50	03/18/2015	
	030615	connector and line for city hall ice	03/06/2015	7.96	7.96	03/18/2015	
	030615	rug replacement at Auditorium	03/06/2015	132.86	132.86	03/18/2015	
	030615	Pest control at City Hall	03/06/2015	52.50	52.50	03/18/2015	
	030615	Sign Bases	03/06/2015	309.20	309.20	03/18/2015	
	030615	uniform coat purchased	03/06/2015	34.96	34.96	03/18/2015	
	030615	credit for uniform coat returned	03/06/2015	21.84-	21.84-	03/18/2015	
	030615	credit for tax charged for uniforms	03/06/2015	.56-	.56-	03/18/2015	
	030615	Luxury foam soap for city facilities	03/06/2015	411.60	411.60	03/18/2015	
	030615	repair parts, tools and supplies	03/06/2015	640.53	640.53	03/18/2015	
	030615	repair parts, tools and supplies	03/06/2015	29.10	29.10	03/18/2015	
	030615	repair parts, tools and supplies	03/06/2015	2.05	2.05	03/18/2015	
	030615	repair parts, tools and supplies	03/06/2015	75.00	75.00	03/18/2015	
	030615	repair parts, tools and supplies	03/06/2015	8.69	8.69	03/18/2015	
	030615	Training	03/06/2015	27.00	27.00	03/18/2015	
	030615	breakroom and lab supplies	03/06/2015	29.04	29.04	03/18/2015	
	030615	breakroom and lab supplies	03/06/2015	2.58	2.58	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030615	breakroom and lab supplies	03/06/2015	36.72	36.72	03/18/2015	
	030615	supplies	03/06/2015	9.68	9.68	03/18/2015	
	030615	supplies	03/06/2015	40.75	40.75	03/18/2015	
	030615	caulk	03/06/2015	5.49	5.49	03/18/2015	
	030615	aluminum flange	03/06/2015	32.75	32.75	03/18/2015	
	030615	concrete block	03/06/2015	21.52	21.52	03/18/2015	
	030615	tool box liner	03/06/2015	14.99	14.99	03/18/2015	
	030615	First Aid Training	03/06/2015	27.00	27.00	03/18/2015	
	030615	treats	03/06/2015	44.82	44.82	03/18/2015	
	030615	books	03/06/2015	3.50	3.50	03/18/2015	
	030615	tiny tots	03/06/2015	4.99	4.99	03/18/2015	
	030615	treats	03/06/2015	9.99	9.99	03/18/2015	
	030615	repairs	03/06/2015	9.49	9.49	03/18/2015	
	030615	cue tips	03/06/2015	12.70	12.70	03/18/2015	
	030615	water sample shipping	03/06/2015	49.71	49.71	03/18/2015	
	030615	MAINTENANCE & REPAIRS	03/06/2015	11.00	11.00	03/18/2015	
	030615	software - sonic wall firewall	03/06/2015	374.05	374.05	03/18/2015	
	030615	supplies	03/06/2015	7.88	7.88	03/18/2015	
	030615	Msha training	03/06/2015	250.00	250.00	03/18/2015	
	030615	A09 Dodge Charger repairs	03/06/2015	3,591.85	3,591.85	03/18/2015	
	030615	shipping - Inland truck parts	03/06/2015	32.09	32.09	03/18/2015	
	030615	Sewer Lagoon Electrical Parts	03/06/2015	249.66	249.66	03/18/2015	
	030615	materials for mini golf obstacle rep	03/06/2015	8.99	8.99	03/18/2015	
	030615	office supplies-pens	03/06/2015	3.96	3.96	03/18/2015	
	030615	Replacement shovel handle	03/06/2015	16.99	16.99	03/18/2015	
	030615	Tools-snow removal push shovel	03/06/2015	76.98	76.98	03/18/2015	
	030615	screws to repair sign at Canal Par	03/06/2015	.98	.98	03/18/2015	
	030615	shop supplies-paint supplies	03/06/2015	12.48	12.48	03/18/2015	
	030615	shop supplies-woodworking suppli	03/06/2015	10.99	10.99	03/18/2015	
	030615	charged w/tax amt charged back f	03/06/2015	40.55	40.55	03/18/2015	
	030615	Tools-ballfields push broom	03/06/2015	38.99	38.99	03/18/2015	
	030615	Car wash - C11	03/06/2015	6.27	6.27	03/18/2015	
	030615	Archive Book - Council Minutes	03/06/2015	143.50	143.50	03/18/2015	
	030615	First Aid Trianing	03/06/2015	27.00	27.00	03/18/2015	
	030615	CPR online portion - C19	03/06/2015	27.00	27.00	03/18/2015	
	030615	Birthday party supplies	03/06/2015	179.70	179.70	03/18/2015	
	030615	Birthday party supplies	03/06/2015	231.35	231.35	03/18/2015	
	030615	Office Supplies	03/06/2015	45.66	45.66	03/18/2015	
	030615	Evidence shipping	03/06/2015	9.86	9.86	03/18/2015	
	030615	Evidence shipping	03/06/2015	9.77	9.77	03/18/2015	
	030615	torch, electrical tape	03/06/2015	49.99	49.99	03/18/2015	
	030615	torch, electrical tape	03/06/2015	8.98	8.98	03/18/2015	
	030615	filter cover, oil	03/06/2015	35.43	35.43	03/18/2015	
	030615	Program supplies	03/06/2015	47.99	47.99	03/18/2015	
	030615	Wash Explorer	03/06/2015	6.81	6.81	03/18/2015	
	030615	Fuel for Explorer - WMPA Board	03/06/2015	33.70	33.70	03/18/2015	
	030615	Fuel for WMPA travel from Lusk t	03/06/2015	27.89	27.89	03/18/2015	
	030615	APPA Distributed Generation Pri	03/06/2015	89.00	89.00	03/18/2015	
	030615	Webinar - Distributed Generation -	03/06/2015	89.00	89.00	03/18/2015	
	030615	ASAP Rec supplies (24.95)	03/06/2015	108.69	108.69	03/18/2015	
	030615	ASAP Rec supplies (24.95)	03/06/2015	24.95	24.95	03/18/2015	
	030615	asap science	03/06/2015	3.90	3.90	03/18/2015	
	030615	meeting	03/06/2015	22.76	22.76	03/18/2015	
	030615	Supplies	03/06/2015	30.90	30.90	03/18/2015	
	030615	Supplies	03/06/2015	322.45	322.45	03/18/2015	
	030615	Supplies	03/06/2015	21.69	21.69	03/18/2015	
	030615	supplies snack	03/06/2015	162.66	162.66	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030615	Snacks	03/06/2015	13.32	13.32	03/18/2015	
	030615	Steps on B40	03/06/2015	262.00	262.00	03/18/2015	
	030615	B03 Sensor	03/06/2015	56.57	56.57	03/18/2015	
	030615	G04 hose	03/06/2015	19.98	19.98	03/18/2015	
	030615	Weld C01 Arm	03/06/2015	104.00	104.00	03/18/2015	
	030615	Anti Freeze Tank C06	03/06/2015	188.28	188.28	03/18/2015	
	030615	Tires C06	03/06/2015	1,132.00	1,132.00	03/18/2015	
	030615	Propane forklift	03/06/2015	15.00	15.00	03/18/2015	
	030615	Hydraulic oil	03/06/2015	862.00	862.00	03/18/2015	
	030615	AWG Bottle rental-January	03/06/2015	47.19	47.19	03/18/2015	
	030615	Replacement windshield wipers	03/06/2015	15.54	15.54	03/18/2015	
	030615	senior brunch	03/06/2015	95.64	95.64	03/18/2015	
	030615	replacement parts	03/06/2015	502.12	502.12	03/18/2015	
	030615	Uniform allowance - C16	03/06/2015	29.40	29.40	03/18/2015	
	030615	Car wash - C16	03/06/2015	9.00	9.00	03/18/2015	
	030615	propane	03/06/2015	20.74	20.74	03/18/2015	
	030615	propane	03/06/2015	11.90	11.90	03/18/2015	
	030615	propane	03/06/2015	27.20	27.20	03/18/2015	
	030615	gloves, bit insert	03/06/2015	35.96	35.96	03/18/2015	
	030615	gloves, bit insert	03/06/2015	4.98	4.98	03/18/2015	
	030615	propane	03/06/2015	42.50	42.50	03/18/2015	
	030615	propane	03/06/2015	19.04	19.04	03/18/2015	
	030615	Car wash - C24	03/06/2015	5.43	5.43	03/18/2015	
	030615	Car wash - C24	03/06/2015	5.52	5.52	03/18/2015	
	030615	Goggles and caps	03/06/2015	1,030.95	1,030.95	03/18/2015	
	030615	Dues and Subscriptions	03/06/2015	409.00	409.00	03/18/2015	
	030615	MATERIAL AND SUPPLIES	03/06/2015	4.24	4.24	03/18/2015	
	030615	lab supplies	03/06/2015	678.08	678.08	03/18/2015	
	030615	lab supplies	03/06/2015	184.85	184.85	03/18/2015	
	030615	File box - C21	03/06/2015	10.37	10.37	03/18/2015	
	030615	meeting expenses	03/06/2015	42.82	42.82	03/18/2015	
	030615	Bobcat blower skid shoes	03/06/2015	22.11	22.11	03/18/2015	
	030615	Supplies	03/06/2015	54.11	54.11	03/18/2015	
	030615	Supplies	03/06/2015	22.57	22.57	03/18/2015	
	030615	Car wash - C20	03/06/2015	9.00	9.00	03/18/2015	
	030615	Parts to repair plumbing at Rec. C	03/06/2015	37.91	37.91	03/18/2015	
	030615	Parts to fix drinking fountain at Re	03/06/2015	69.97	69.97	03/18/2015	
	030615	ribbon	03/06/2015	108.25	108.25	03/18/2015	
	030615	TV's Internet	03/06/2015	179.10	179.10	03/18/2015	
	030615	TV's Internet	03/06/2015	146.87	146.87	03/18/2015	
	030615	Supplies	03/06/2015	47.43	47.43	03/18/2015	
	030615	Supplies	03/06/2015	23.97	23.97	03/18/2015	
	030615	Supplies	03/06/2015	6.99	6.99	03/18/2015	
	030615	Supplies	03/06/2015	10.99	10.99	03/18/2015	
	030615	Supplies	03/06/2015	52.35	52.35	03/18/2015	
	030615	Big horn Radio	03/06/2015	405.00	405.00	03/18/2015	
	030615	propane	03/06/2015	231.20	231.20	03/18/2015	
	030615	brass fittings	03/06/2015	98.97	98.97	03/18/2015	
	030615	brass fittings, Rumsey Ave	03/06/2015	212.67	212.67	03/18/2015	
	030615	fire hydrant repairs	03/06/2015	178.60	178.60	03/18/2015	
	030615	1 1/2" compression curb stop	03/06/2015	254.65	254.65	03/18/2015	
	030615	propane	03/06/2015	28.22	28.22	03/18/2015	
	030615	propane	03/06/2015	21.27	21.27	03/18/2015	
	030615	tree trimming	03/06/2015	100.00	100.00	03/18/2015	
	030615	shirts	03/06/2015	114.37	114.37	03/18/2015	
	030615	pens, calendar	03/06/2015	22.81	22.81	03/18/2015	
	030615	Car wash - C12	03/06/2015	10.00	10.00	03/18/2015	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030615	Car wash - C14	03/06/2015	10.00	10.00	03/18/2015	
	030615	Uniform allowance - C14	03/06/2015	70.00	70.00	03/18/2015	
	030615	Irrigation training-registration fee	03/06/2015	325.00	325.00	03/18/2015	
	030615	Irrigation training-registration fee	03/06/2015	57.65	57.65	03/18/2015	
	030615	shop supplies-paint brush	03/06/2015	10.99	10.99	03/18/2015	
	030615	irrigation-batteries for controllers	03/06/2015	13.99	13.99	03/18/2015	
	030615	irrigation repairs-softball fields	03/06/2015	14.90	14.90	03/18/2015	
	030615	Greenhouse supplies	03/06/2015	3.28	3.28	03/18/2015	
	030615	shop tool-snap ring pliers	03/06/2015	7.33	7.33	03/18/2015	
	030615	jack for trailer	03/06/2015	32.99	32.99	03/18/2015	
	030615	irrigation repairs	03/06/2015	3.08	3.08	03/18/2015	
	030615	Irrigation marker paint	03/06/2015	77.40	77.40	03/18/2015	
	030615	equip repairs-replacement air filter	03/06/2015	11.99	11.99	03/18/2015	
	030615	Uniform allow - C17 CR for return	03/06/2015	92.98-	92.98-	03/18/2015	
	030615	Car wash - C07	03/06/2015	9.00	9.00	03/18/2015	
	030615	Car wash - C07	03/06/2015	9.00	9.00	03/18/2015	
Total 129981:				61,287.46	61,287.46		
<b>U S POST OFFICE</b>							
<b>10050</b>							
	022015	ANNUAL MAINTENANCE	02/20/2015	685.00	685.00	03/18/2015	
	022115	BRM PERMIT	02/20/2015	220.00	220.00	03/18/2015	
Total 10050:				905.00	905.00		
<b>UNUM LIFE INS - LTD</b>							
<b>127843</b>							
	02282015	LONG TERM DISABILITY-PREMI	03/03/2015	3,012.40	3,012.40	03/03/2015	
Total 127843:				3,012.40	3,012.40		
<b>UNUM LIFE INSURANCE - LIFE</b>							
<b>127935</b>							
	02282015	PREMIUM	03/03/2015	1,726.40	1,726.40	03/03/2015	
Total 127935:				1,726.40	1,726.40		
<b>W. R. NEWMAN &amp; ASSOCIATES</b>							
<b>130297</b>							
	13600	REFUND PMT ON ELECTRIC FE	02/25/2015	414.40	414.40	03/18/2015	
Total 130297:				414.40	414.40		
<b>WATCO POOLS</b>							
<b>10370</b>							
	18968	CHEMICALS	02/11/2015	684.96	684.96	03/18/2015	
Total 10370:				684.96	684.96		
<b>WINDSHIELD DOCTOR</b>							
<b>10645</b>							
	381854	REPAIR WINDSHEILD CHIP	03/02/2015	45.00	45.00	03/18/2015	
Total 10645:				45.00	45.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>WIRELESS ADVANCED COMMUNICATION</b>							
<b>126455</b>							
	I-2204161	CODE ENFORCEMENT LIGHT B	02/20/2015	2,701.76	2,701.76	03/18/2015	
Total 126455:				2,701.76	2,701.76		
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>							
<b>10670</b>							
	02282015	CONTRIBUTIONS	03/03/2015	7,092.78	7,092.78	03/03/2015	
	02282015	VOLUNTEERS PD	03/03/2015	8.20	8.20	03/03/2015	
	02282015	VOLUNTEERS REC	03/03/2015	40.99	40.99	03/03/2015	
Total 10670:				7,141.97	7,141.97		
<b>WYOMING MUNICIPAL POWER AGENCY</b>							
<b>10920</b>							
	022815	POWER PURCHASE - FEB 2015	02/28/2015	671,106.96	671,106.96	03/18/2015	
Total 10920:				671,106.96	671,106.96		
<b>WYOMING REAL ESTATE INC</b>							
<b>130305</b>							
	16925017	REFUND UTILITY DEPOSIT	03/02/2015	130.22	130.22	03/18/2015	
Total 130305:				130.22	130.22		
<b>WYOMING RETIREMENT SYSTEM</b>							
<b>10950</b>							
	101946-8	CONTRIBUTIONS -	03/03/2015	69,154.34	69,154.34	03/03/2015	
Total 10950:				69,154.34	69,154.34		
<b>Y TEX CORPORATION</b>							
<b>11060</b>							
	1037510	REFUND SALES TAXES	02/21/2015	1,685.21	1,685.21	03/18/2015	
Total 11060:				1,685.21	1,685.21		
<b>YELLOWSTONE REGIONAL AIRPORT</b>							
<b>11150</b>							
	030115	MARCH FUNDING	03/01/2015	15,693.33	15,693.33	03/18/2015	
Total 11150:				15,693.33	15,693.33		
Grand Totals:				1,495,584.60	1,495,584.60		

Payroll Total \$232,211.92

TOTAL \$ 1,727,796.52

## Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

# City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

\*\*\*\*\*

Name of person to appear before the Council Clay Mathews

Organization Represented Cody Vol Fire Dept

Date you wish to appear before the Council \_\_\_\_\_

Mailing Address 1125 11<sup>th</sup> St Telephone 899-2141

E-Mail Address codyfireschool@parkcounty.us

Preferred form of contact: Telephone \_\_\_\_\_  E-Mail

Names of all individuals who will speak on this topic Clay Mathews

Event Title (if applicable) Cody Fire School

Date(s) of Event (if applicable) May 1<sup>st</sup> - 3<sup>rd</sup>, 2015

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Request street closure in front of Fire hall, 11<sup>th</sup> St from Sheridan Ave to Beck Ave. May 1<sup>st</sup> 12pm - May 3<sup>rd</sup> 5pm.

Which City employee(s) have you spoken to about this issue? Steve Miller

Signature Clay Mathews Date 2/27/15



315 W. 27<sup>th</sup> Street  
Cheyenne, WY 82001  
Phone: 307-632-0398  
Fax: 307-632-1942  
checchi@wyomuni.org

## MEMORANDUM

**TO: Managers, Administrators, Chairman, Clerks of Participating Member Entities**

**FROM:** Earla Checchi, Finance Manager

**DATE:** March 2, 2015

**SUBJECT: WAM-JPIC Board of Directors Election**

Enclosed please find an official ballot for the election of Directors to the WAM-JPIC Board. The governing body of every participating member entity may vote for each opening. Please make your choice, sign and return our office.

**The ballot must be received in the WAM Office on or before Wednesday, April 8, 2015.**

**Please Mail/FAX your ballot to the WAM Office:  
Wyoming Association of Municipalities  
315 W. 27<sup>th</sup> Street  
Cheyenne, WY 82001**

**FAX: 307-632-1942**

**OFFICIAL BALLOT**  
**WAM-JPIC BOARD OF DIRECTORS**

There are four (4) positions to be filled on the WAM-JPIC Board of Directors. The governing body of every participating member entity may vote for each opening as described below.

**Town Seat – Please vote for two (2) – Three Year Term**

David Kendall, Clerk/Treasurer, Lingle \_\_\_\_\_

Genelle Petsch, Council Member, Glendo \_\_\_\_\_

**City Seat – Please vote for one (1) – Three Year Term**

Tracy Glanz, Clerk/Treasurer, Worland \_\_\_\_\_

**City Seat – Please vote for one (1) – One Year Term**

Cindy Baker, Administrative Services Officer, Cody \_\_\_\_\_

MAYOR/CHAIRMAN/MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

MEMBER ENTITY: \_\_\_\_\_

**PLEASE RETURN THIS BALLOT BY FAX OR MAIL**  
***TO THE WAM OFFICE ON OR BEFORE Wednesday, April 8, 2015.***

**Wyoming Association of Municipalities**  
***315 W. 27<sup>th</sup> Street, Cheyenne, WY 82001***  
***FAX: 307-632-1942***

David W. Kendall  
Clerk/Treasurer  
Town of Lingle

**Education**

B.S. in Business and Economics from Rollins College, Florida  
M.A. in Business Administration from Webster University, Missouri

**Work Experience**

I have worked in a wide range of business environments. I spent 24 years in the US Air Force with some 16 years in financial management. Since retiring from the military I have worked in several different types of businesses but always in the financial arena. I enjoy working in the local government where you have an opportunity to give back at the local level in a variety of ways. I have been the Clerk/Treasurer for the Town of Lingle since 1999.

**Other Information**

I have thoroughly my nine years on the WAM-JPIC board. It has been educational as well as challenging to make sound and progressive decisions on behalf of all the members of WAM-JPIC. I have been finally able to utilize a hospital financial management course I took years ago in my master's program and honestly feel the WAM-JPIC board is doing positive and beneficial things for its members. I would consider it a distinct honor to be elected to serve one last term on this board.

WAM-JPIC Board of Directors  
315 W 27<sup>th</sup> Street  
Cheyenne WY 82001

Dear Board Members;

In response to being nominated to serve on the WAM-JPIC Board, I am very excited and interested in serving on this board. Though not Wyoming born, I will have lived in Wyoming 30 years this coming May and been employed with the City of Cody for the past 15 years and currently hold the position of Administrative Services Officer and City Clerk.

I have held a variety of positions with the City of Cody which has exposed me to accounting and budgeting practices, trends and processes, along with a variety of financial data. In my current position I oversee, as well as, previously conducted the orientation of employees which involves explaining the Health Insurance Policy, benefits, and premiums to the City of Cody employees. I have also worked for the Bureau of Reclamation, Northwest College and Financial institutions while living in Cody. As such I feel I have a knowledge base and skills that will aid me as a board member.

My personal side, I have been married for 37 years, have three children and six grandchildren. I do volunteer work within the community, specifically with a local food bank and holiday helpers' organization. I enjoy camping, four-wheeling, motorcycle riding, classic car events, reading, crafts and just spending quality time with my family and pets.

I would be honored to serve on the WAM-JPIC Board and look forward to assisting in providing Wyoming cities, towns and other agencies eligible the opportunity to provide their employees with an excellent Health Care Product.

Thank you for the consideration of being nominated.

Sincerely,

A handwritten signature in black ink that reads "Cindy Baker". The signature is written in a cursive, flowing style.

Cindy Baker  
Administrative Services Officer  
City of Cody

BIO - Tracy Glanz

I was hired by the City of Worland in September, 2000 as Payroll/Deputy Clerk and appointed as Clerk/Treasurer in January 2004. I have been a member of WAMCAT since 2001 and served on the board of directors from 2006 through 2011. I received my certified municipal clerk designation through IIMC in April, 2009 as a graduate of the first On-Land, On-Line Institute in Wyoming.

I have been a member of the WAM-JPIC Board of Directors since May 2005 and have enjoyed serving the members of WAM-JPIC over the last few years.

My husband Terry and I are both Worland natives and enjoy gardening and the outdoors.

## **Genelle Petsch**

Genelle Petsch is currently in her second 4 year term on the Town of Glendo council. She is the Park and cemetery commissioner. Genelle is on the board of directors of the Platte County Main Street and Platte County Chamber of Commerce.

Before retiring, Genelle was employed by Citi Bank for 30 years. She held progressively more responsible positions such as Information Technology Solutions VP, Project Manager, Process Manager, Quality Control Manager, and Corporate Customer Service Trainer.

Genelle has volunteered for many fund raising functions in Glendo (Carp tournaments, Glendo Days, fund raisers for the Community Center, Volunteer Fire Department, EMT's etc.) She is an avid blood donor and is the coordinator for 3 blood drives a year for the Glendo community. Genelle is a member of the American Legion Auxiliary and the Marge Cares foundation which raises funds for people who need to travel for life threatening illnesses. In her spare time she gardens, reads, fishes, hunts and participates in Cowboy Single Action Shooting with the Sybille Creek Shooters.

Genelle has completed Level 1, the education Award of the Leadership Training Services continuing Education Program.

GENELLE PETSCH  
P.O. Box 62 (610 A Street)  
Glendo, WY 82213

Cell Phone: 720. 937.8594 or 307-331-4342

*genelle.petsch@gmail.com*

### SUMMARY

Results-oriented and dedicated professional with expertise in Information Technology, process improvement and project management. Successful career with leading financial services company; consistent track record of performance-based promotions. Extensive experience in business development, training and the analysis of Systems conversions. Skilled in all facets of project life-cycle development; from feasibility analysis and conceptual design through documentation, implementation, and user training.

### AREAS OF EXPERTISE AND QUALIFICATIONS

- Managing multiple projects concurrently; consistently exceeds goals by seeing the big picture while focusing on the details.
- Molding cohesive, high-achieving teams as a fair, effective leader.
- Extensive curriculum development in skills and business, with additional experience in Information Technology process improvement training
- Training and coaching personnel to grow business and achieve goals, with additional experience in IT process improvement training
- Process development and coordination using Capability Maturity Model (CMM)

### PROFESSIONAL EXPERIENCE

**Citi Cards, Sioux Falls, SD**

**2007 – 2009**

**Information Technology Solutions, VP**

Managed incoming software project requests from all parts of the business by facilitating the feasibility direction for projects. Acted as liaison for size estimation between all parts of the business, marketing, technology and external customers.

- Managed 9 concurrent initiatives, and project teams of over 50 professionals.
- Spearheaded turn-around of a troubled project. Realigned organization, streamlined plans and resources, re-focused priorities, and innovated process resulting in the delivery of an enterprise system through successful deployment within 3 months of original contract baseline thereby eliminating projected cost overruns of \$13.8M and delays of 12 - 14 months.
- Managed a \$42M 150-person project for the conversion of a multi partner platform to a new platform
- Led the Development of the technology functional definition for the conversion of multiple card products to new First Data systems for several global oil companies and international companies.

**Diners Club North America (a division of Citi Cards), Englewood, CO**

**1979 – 2006**

Project management from conception through all project phases to implementation. Documentation and control of project processes to be followed by IT departments.

**Conversion Project Manager,**

**2003 – 2006**

**IT Process and Software Quality Manager (People Manager)**

**1999 – 2002**

**Assistant Project Manager,**

**1995 – 1999**

**Training Manager**, Telephone Service Center, Collections

1985 – 1995

**Progressive positions in Customer and Corporation Customer Services;**

Promoted to management 1979– 1985

- Coordinated the conversion of a 2.5M card platform to a new platform. Resulting in a 2M dollar savings per year.
- Led the team that streamlined processes and procedures by managing a Software Engineering Process Group to rewrite all software and project management processes using CMM within a 220 person site. Resulting in company attaining level 2 and partial level 3.
- Received The Citi Service excellence Award for special recognition of training the Customer Service center Also received the Citi Quality Excellence award for outstanding management of the a large system conversion to a new platform

**EDUCATION**

Arapahoe Community College, Business Administration

**PROFESSIONAL DEVELOPMENT**

**Project Management and Business Analysis:**

Project management - Colorado State University Denver Center

Requirements Management - Colorado State University Denver Center

Leading Teams

**Process Improvement:**

Instructor certification training for Capability Maturity Model (CMM) at Carnegie Mellon University in Pittsburg, PA

Software Quality Assurance training through Learning Tree International in Los Angeles CA

Quality Tools

**Training and Development:**

Communication Styles (Certified Instructor)

Managing Personal and Professional Growth (Certified Instructor)

Seven Habits of highly Effective People (Certified Instructor)

Criterion Referenced Instruction

**Business Courses:**

Targeted Selection

Writing for Business

Running a Meeting

Leadership I

Fair Lending

Export Compliance,

Information Security

Continuity of Business

Anti Money Laundering and

USA patriot Act

Ethics and Code of Conduct

Training

Foundations of Finance

Vendor Management

Developing a Resilient

Organization

Generation at Work

Business Across Borders

Introduction to Object Oriented

Analysis and Design using

UML



CITY OF CODY  
WYOMING

BOARDS AND COMMISSIONS  
CITIZEN INTEREST FORM  
(PLEASE PRINT OR TYPE)

Form Due No Later Than Friday, November 15, 2013

Application Date 2/10/15

NAME Michael D Barnes Jr Phone (h) 720-284-2023

RESIDENCE ADDRESS 1317 29th St Apt 3 E-Mail news@6hrnwy.com

MAILING ADDRESS 1317 29th St Apt 3 Cody, WY, 82414

Employment (firm and occupation/profession) Big Horn Radio Network Phone (w) 307-844-4055  
News Director

Educational Background Vocational School Graduate - Colorado Public School

Previous or Current Public Experience (elective or appointive) None

Present Service Activities (civic organizations, volunteering, etc) Member of the  
Cody Elks Club

PLEASE MARK THE FOLLOWING BOARD/COMMISSION YOU ARE APPLYING FOR:

- Yellowstone Regional Airport Board 3-year term (1 position open)
- Planning and Zoning Commission 3-year term (2 positions open)
- Contractors' Board 3 year terms (3 positions open)
- (Check One)  Licensed Plumber  Licensed Electrician  Member at Large
- Cody Tree Board 2-year terms (3 positions open)
- Urban Systems Board 3-year terms (1 position open)
- Veterans Memorial Park Committee 1-year term (2 positions open)
- (Check One)  War on Terror  World War II

Are you applying to serve on only one City of Cody board?  Yes  No

If no, indicate other Boards/Commissions \_\_\_\_\_

What special experience or education do you have for serving on the board/commission to which you are applying?

I served as a Hospital Corpsman during the War on Terror

Why are you interested in serving on this board/commission? Because the Mayor Asked

me to do it

Applications must be submitted by November 15, 2013. Should you change your mind after applying and wish not to be considered, please contact the Administrative Services Officer's office at 527-7511.

Return Form to:  
Administrative Services Officer  
City of Cody  
PO Box 2200  
Cody WY 82414

Signature: Michael D Barnes Jr

MEETING DATE:	March 17, 2015
DEPARTMENT:	Engineering
PREPARED BY:	Stephen W. Payne
CITY ADM. APPROVAL:	_____
PRESENTED BY:	Stephen W. Payne

**AGENDA ITEM SUMMARY REPORT**  
**Encroachments within City Right-of-Way**

**ACTION TO BE TAKEN**

Approve request from the West Park Hospital Foundation to place 16 large buffalo within the City Right-of-Way for the Where the Buffalo Roam Project.

**SUMMARY**

West Park Hospital in concert with the West Park Hospital Foundation is celebrating their 75<sup>th</sup> Anniversary with an innovative art project entitled *Where Buffalo Roam*. Proceeds from the project will go towards West Park Hospital's Baker Community Education Center.

Jeff Rudolph, a local Cody Sculptor, was commissioned to create the model for the five by six foot fiberglass Buffalo. This prototype is being reproduced in a strictly limited edition of thirty and given to select Artists to be enhanced as collaborative works of art. As with past projects in our community and others, we will advertise the sale of the Buffalo and display these works of art during the summer of 2015 in prominent locations throughout Cody and Meeteetse.

The attached map and "Request for City Approval and Confirmation" outlines the proposed locations for Buffalo.

**FISCAL IMPACT**

N/A – The West Park Foundation has requested approval at no charge.

**RECOMMENDATION:**

Staff would recommend approval as requested with the following conditions:

1. The location/placement of each Buffalo is set back from the State right-of-way along Sheridan Ave. so that no portion of the Buffalo is within the State right-of-way.
2. The location/placement of each Buffalo is done in a way that does not compromise or impair sight distance at any intersection.
3. If a Council member or City Staff member requests that a Buffalo be moved or removed from the right-of-way, the West Park Foundation will complete the action requested within a day of the request.
4. The West Park Hospital Foundation will fill out and submit an Encroachment Permit with the City of Cody for the Where the Buffalo Roam project.

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

# City of Cody Agenda Request Form

In order to fully prepare the Council for their meetings, individuals wishing to appear before the Council are asked to complete the following information prior to placement on the agenda. You may be notified by mail, telephone or e-mail of the date you have been scheduled to appear. You may also be contacted by City staff prior to the meeting to see if your concerns can be addressed without appearing before the Council.

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532)

\*\*\*\*\*

Name of person to appear before the Council GRAHAM JACKSON

Organization Represented WEST PARK HOSPITAL FOUNDATION

Date you wish to appear before the Council AS SOON AS POSSIBLE

Mailing Address 707 SHERIDAN AVE Telephone 578-2338

E-Mail Address gjackson@wpheody.org

Preferred form of contact: Telephone \_\_\_\_\_ E-Mail

Names of all individuals who will speak on this topic GRAHAM JACKSON

Event Title (if applicable) WHERE BUFFALO ROAM!

Date(s) of Event (if applicable) MAY 11 thru SEPT 4 2015

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) please see attached

Which City employee(s) have you spoken to about this issue? RICK MANCHESTER

Signature Graham Jackson Date 3/2/15



## Overview

West Park Hospital's 75<sup>th</sup> Anniversary & our West Park Hospital Foundation's *Where Buffalo Roam* Project is celebrated with an innovative art project! Proceeds will go towards West Park Hospital's Baker Community Education Center.

**BACKGROUND:** Jeff Rudolph, local Cody Sculptor, was commissioned to create the model for the five by six foot fiberglass Buffalo. This prototype is being reproduced in a strictly limited edition of thirty and given to select Artists to be enhanced as collaborative works of art. As with past projects in our community and others, we will advertise the sale of the Buffalo and display these works of art during the summer of 2015 in prominent locations throughout Cody and Meeteetse. Jeff has also completed a Small Buffalo for this project.

### REQUEST FOR CODY CITY COUNCIL:

Approval to have 20 to 25 Large Buffalo for placement at the intersections in Downtown Cody. The Large Buffalo are 76 inches round and 60 inches high.

### TIMELINE

- |                        |   |
|------------------------|---|
| <b>May 16, 2015</b>    | - Community Event-Large and Small Buffalo revealed                          |
| <b>August 28, 2015</b> | - Live Auction of Large Buffalo<br>Conclude Silent Auction of Small Buffalo |

**INFORMATION:** Please contact Graham Jackson, West Park Hospital Foundation Director, 707 Sheridan Avenue, Cody, WY 82414. Phone (307) 578-2338, (307) 250-0802 or by email [gjackson@wphcody.org](mailto:gjackson@wphcody.org)

ORDINANCE 2012-215-02

AN ORDINANCE AMENDING THE HEREIN BELOW IDENTIFIED SECTIONS OF TITLE 8, CHAPTER 1, ARTICLE II AND ARTICLE III, OF THE CODY CITY CODE TO MODIFY MUNICIPAL ELECTRICAL SUPPLY AND ELECTRICAL RATES.

Article II and Article III, shall be hereby amended as follows:

## Article II. Municipal Electrical Supply

### 8-1-8: General Conditions Governing City Supplied Utilities

### 8-1-9: Meter And Service Deposits

### 8-1-10: Temporary Service

### 8-1-11: Bridging Or Interfering With Meters

#### **8-1-8: GENERAL CONDITIONS GOVERNING CITY SUPPLIED UTILITIES:**

- A. Execution Of Contract For Purchase Of Electricity For Use By The City: The mayor and city council shall sign and execute any contract that may be made with any utility, federal or state agency, department or any municipality or joint powers board concerning the purchase of electrical energy for use by the city that may be approved by resolution of the city council.
- B. Service Nontransferable Without Advance Approval: The electrical service furnished by the city is intended to be used by the actual customer that has entered into the contract with the city for the uses contemplated by the rate category of the service. This service is not to be resold, assigned, used or extended off of the tract of land served for the use or benefit of any other individual, corporation or other entity in advance of receiving the specific written approval of the city administrator or his/her designee.
- C. Changes In Property Ownership: In the case of a change in ownership of any property to which the city of Cody provides utility services, it is the responsibility of the new owner/transferee to establish a utility account by completing an application for utility service and complying with the deposit requirements as outlined in section [8-1-9](#) of this chapter as of the date of sale, transfer or conveyance. If the new owner/transferee establishes the utility account after the date of sale, transfer or conveyance the new owner/transferee shall be responsible for payment of all charges incurred back to the date of sale, transfer or conveyance of the property. In the event the new owner/transferee fails to comply with the application and deposit requirements the city of Cody reserves the right to establish a utility account in the name of the new owner/transferee. In the case of foreclosures, the date of sale, transfer or conveyance shall be the date of the foreclosure sale as confirmed by the Park County sheriff's office.
- D. Changes In Property Tenancy: In cases where a tenant is provided utility services by the city of Cody and the services are billed in the tenant's name it is the responsibility of the tenant to notify the city of Cody in advance of when the tenant occupies or vacates the property and requests to start or terminate utility service. A tenant's services may ~~also~~ be terminated by the city of Cody without a request from the tenant if notification is received from a landlord or property owner or upon receipt of an application for utility service from a new tenant. If a tenant fails to notify the city of Cody to terminate services as of the actual date the tenant vacated the property, the city of Cody shall terminate services as of the date the notice to terminate is received. The tenant shall be responsible for all charges incurred through the date of termination and no adjustment of charges shall be made to a tenant's bill for a tenant's failure to provide a timely termination notice to the city of Cody as required.

E. Service Application and Credit Risk Assessment Check: A service application for each account is required to be completed by all individuals and commercial businesses requesting utility services from the City of Cody. An application fee of \$10 per account

shall be paid in advance and a credit risk assessment/identity verification check shall be performed on all individual applicants and co-signers prior to a utility account being established. In the case of rental property, the service application, credit risk assessment/identity verification and application fee is not required for the transfer of services from a tenant's account to the property owner's account. Commercial applicants whose business is structured as a Sole Proprietorship or Partnership must provide a personal guarantee from the business owner and undergo the risk assessment/identity verification. For construction accounts, multi-unit structures such as duplexes, triplexes and apartment complexes shall be considered one account for the purpose of this section.

### **8-1-9: METER AND SERVICE DEPOSITS:**

- A. All customers establishing utility service at any location shall pay in advance a deposit before service may be supplied. ~~All residential customers shall pay a deposit of two hundred dollars (\$200.00) per account. Residential customers who are unable to pay the full deposit amount in advance may pay one hundred fifty dollars (\$150.00) down and fifty dollars (\$50.00) with the first billing on the account.~~ For all residential customers the deposit amount shall be based on a risk assessment credit scoring model provided by a credit rating company contracted by the City. The deposit schedule shall be as follows:

<u>Risk Assessment Score</u>	<u>Deposit Amount</u>
<u>10% or less</u>	<u>No deposit required</u>
<u>11% to 50%</u>	<u>\$200.00</u>
<u>51% and above</u>	<u>\$400.00</u>

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Residential customers who do not wish to undergo a credit risk assessment scoring may instead pay in advance a \$500 deposit which will be held on the account until the customer terminates service. The deposit shall be used at the termination of service to cover any amounts owed to the City by the customer. Any remaining deposit balance shall be refunded to the customer.

~~All Commercial customers shall pay in advance a deposit of five hundred dollars (\$500.00) per account. Customers having prior utility accounts with the city of Cody that were turned over to a collection agency shall pay in advance a deposit of four hundred dollars (\$400.00) per account for each residential account and one thousand dollars (\$1,000.00) per account for each commercial account. Collection account history shall be maintained in the city's computerized billing records for three (3) years from the date the collection account was paid in full.~~

Individual or commercial contractors requesting utility service during the construction of a residential or commercial structure (construction accounts) have the option of (1) providing a Social Security Number of the business owner and undergoing the risk assessment process, or (2) paying the commercial deposit, or (3) have a utility account with the City of Cody that shows a good credit history. For the purpose of this section "good credit history" is defined as: the most recent twelve (12) consecutive months of utility payments during which there have been no late payments, no insufficient funds checks, no nonpay disconnect letters or disconnections and that all final bills (if applicable) were paid on time.

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- B. ~~In lieu of a service deposit, utility customers may provide either a cosigner who has an active city of Cody utility account which shows good credit history or a letter of credit from a prior electric, gas or water company for service in the name of the customer which shows good credit history. For the purpose of this section "good credit history" is defined as: the most recent twelve (12) consecutive months of utility payments during which there have been no late payments, no insufficient funds checks, no nonpay disconnect letters or disconnections and that all final bills (if applicable) were paid on time. A letter of credit from a utility company will not be accepted in lieu of a service deposit if the letter of credit shows the customer has had any late payments, insufficient funds payments, disconnections for nonpayment, or if the customer has any prior utility accounts with the city of Cody that were turned over for collection. A cosigner will not~~

~~be accepted in lieu of a service deposit for customers having any prior utility accounts with the city of Cody that were turned over to a collection agency.~~

~~C.B.~~ Service deposits shall be applied to the customer's utility account(s) after twenty four ~~four~~ twelve (2412) consecutive months if all city utility bills are paid on time. If not already applied, service deposits shall be used at the termination of service to cover any amounts owed to the city by the customer. Any remaining deposit balance shall be refunded to the customer. A customer receiving service at a new location must pay any and all outstanding utility debts he/she may have accrued in the city before a new service may be started. As per Wyoming Statutes section 15-7-409, interest will not be paid to customers who post a service deposit.

D. In the case of rental property, the deposit shall be made either by the owner of the property, by his/her agent on his/her behalf or by the party renting the property as they may agree. In the event that service is to be discontinued as a result of the failure of the utility customer to pay the utility bills, notice of the impending disconnect shall be given to the owner if the owner has requested in writing that he/she be notified in the event his/her renter fails to pay utility bills. Service will be rendered for periods in which the property is vacant for any reason and the owner of the property will be assessed all utility charges incurred at the particular property. The property owner shall be responsible for paying all utility charges incurred during the time a property is vacant or in between tenants. If these charges become delinquent the utility account will remain in the property owner's name and service will not be provided to a tenant until any and all delinquent charges for that property are paid in full.

E. Customers with city of Cody utility accounts in bankruptcy protection may be required to provide a deposit or other "assurance of payment" as outlined in U.S. Code title 11, chapter 3, subchapter IV, Section 366 to continue receiving utility service.

#### **8-1-10: TEMPORARY SERVICE:**

Any person desiring temporary lighting and power service from the city during the construction activities before permanent power is installed shall pay a nonrefundable temporary meter fee of one hundred five dollars (\$105.00) (single-phase or 3-phase) for the installation of the meter. The usage and base charges for the temporary meter will depend on the classification of the type of service requested. If the service will be used for primarily commercial use, the applicants will pay for the temporary electrical service at the commercial electric rate. If the service will primarily be used for residential use, the applicant will pay for the temporary electrical service at the residential rate. In addition to the temporary meter fee, accounts established with temporary meters are also subject to the deposit requirements as outlined in section 8-1-9 of this chapter.

#### **8-1-11: BRIDGING OR INTERFERING WITH METERS:**

A. Any person who shall remove, alter, scrape, bare, change or connect any device, wire or fixture to any electric power wire of the city before such wire reaches the meter shall be guilty of a misdemeanor. Any person who shall break any meter seal or the wire holding any meter seal or open any electric meter or change the dials or hands thereof, or break the glass in an electric meter, shall be guilty of a misdemeanor. Any person who attaches any device to any electric meter designed or used to prevent electric current from flowing through such meter or shall shunt across the wires of any electric meter, or close the loops thereof, or who shall by any system of wires or devices attempt to use any electric current without having the same pass through the meter in such a way as to permit the full registration and metering of such electric current, shall be guilty of a misdemeanor.

B. In addition to any other remedies available against any individual convicted of a violation of subsection A of this section, and in every case in which an electric meter is found to be in any of the conditions described in subsection A of this section which could affect the meter's operational accuracy, precision and ability to measure current, the city shall discontinue the service at the affected meter and the individual shall forfeit any deposit posted for the said meter; provided, however, that the city shall first give the affected customer five (5) days' written notice that his service shall be discontinued and the customer shall have three (3) days from the date of receipt of the said notice to file a written request for a hearing with the city administrator or his/her designee to show cause why his electrical utility service should not be disconnected and discontinued.

Notification shall be accomplished by, and be complete upon, posting the written notice of termination upon the affected meter or by depositing a copy thereof, postage prepaid in the U.S. mail, duly addressed to the customer at the address used by the city for utility bills in the case of an individual who has a utility account with the city. If the affected customer can show that his meter is not in the condition described in subsection A of this section then his service shall be reconnected and his meter deposit reinstated. The entire balance, if any, of an affected customer's utility account with the city shall become immediately due and payable upon discontinuation of the said service pursuant to this section. A new meter deposit must be posted and the actual cost of repairing the affected meter must be paid to the city once the meter is repaired before electrical service may be resumed at the same location. In addition, the customer shall pay for the estimated usage he should have received during the period of time when his meter was not functioning correctly, based upon the average billing for the period of time in question based on the said customer's previous billing experience with the city. If the customer has insufficient billing experience with the city from which to derive an estimated amount of usage based on previous experience, then and in that event, he shall pay an amount determined by the average electricity usage for that type of service of similarly situated city electrical utility customers over the period of time in question.

- C. It shall be the responsibility of each customer supplied with electricity to keep the electric meter accessible for reading, inspection, replacement, repairing or testing. If the customer fails to keep the meter accessible within ten (10) business days from the date of the written notice, the city may terminate the electric service. Notice of the lack of accessibility shall be given by either posting written notice on the door of the residence, or mailing notice by first class U.S. mail, postage prepaid to the last known address of the customer. In the event the accessibility situation creates an emergency or safety issue, the city reserves the right to terminate the electricity immediately.

### **Article III. Rates And Charges For Electrical Current Furnished By City**

**8-1-12: Collector**

**8-1-13: Schedule Of Rates**

**8-1-14: Payment Of Bills**

**8-1-15: Standards And Policy**

**8-1-12: COLLECTOR:**

- A. The ~~director of administrative services~~ administrative services officer or his/her designee shall be the collector of all city utility bills and is authorized to enter into agreements, on behalf of the city, for the payment of past due accounts, including all applicable charges, on reasonable terms and conditions and to consolidate and equalize customers' utility payments.
- B. The ~~director of administrative services~~ administrative services officer or his/her designee, with the approval of the city administrator or his/her designee, shall be authorized to enter into agreements and assign applicable rates to adjust individual customer accounts. This may happen from time to time as necessary when a customer had been placed on an incorrect rate. (~~Ord. 2004-08, 8-2-2004~~)

**8-1-13: SCHEDULE OF RATES:**

Beginning with all bills generated on or after April 1, 2015 the rates for metered electricity sold within the city limits shall be as follows:

<u>Customer Classification</u>	<u>Monthly Base Fee (1)</u>	<u>Energy Fee (2)</u>	<u>Demand Fee (3)</u>
<u>RESIDENTIAL SERVICE RATE</u>	\$29.940	\$0.0747	NA
<u>SMALL COMMERCIAL SERVICE RATE</u>	\$29.940	\$0.0747	NA
<u>COMMERCIAL SERVICE RATE</u>	\$29.940	\$0.0747	NA
<u>DEMAND SERVICE RATE</u>	\$29.940	\$0.0373	NA
<u>CITY COMMERCIAL SERVICE</u>	\$29.940	\$0.0747	NA
<u>CITY DEMAND SERVICE RATE</u>	\$29.940	\$0.0373	NA
<u>COMMERCIAL DEMAND SERVICE RATE</u>	-	\$0.000	\$17.800
<u>CITY COMMERCIAL DEMAND SERVICE RATE</u>	-	\$0.000	\$17.800
<u>ELECTRIC COMMERCIAL SPECIAL SERVICE RATE</u>	-	-	\$17.800
<u>IRRIGATION SERVICE RATE &lt;= 25 Hp</u>	\$2.730	\$0.075	NA
<u>IRRIGATION SERVICE RATE &gt;=25 Hp</u>	\$2.730	\$0.075	NA
<u>SECURITY LIGHTS</u>	\$2.730	\$0.075	NA
-	-	-	-

(1) For Electrical usage billed on or after April 1, 2015, each customer classification shall pay a monthly customer charge as indicated.

(2) For Electrical usage billed on or after April 1, 2015, each customer class shall pay the Energy Fee indicated for each kilowatt hour used per month or as estimated by City Staff regarding Security Lights.

(3) For Electrical usage billed on or after April 1, 2015, each customer shall pay a monthly demand charge as indicated per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.

(4) Customers requesting or transferring service of more than two hundred (200) amperes shall be billed under this demand rate. The public works director or his/her designee shall recommend to the administrative services director/officer the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.

**A. Residential Service Rate:**

1. The rates to be charged for domestic purposes shall be as follows:

a. For electrical usage billed after January 1, 2013:

(1) Each customer shall pay a monthly customer charge of \$15.583; and

(2) Additionally, each customer shall pay \$0.099 per kilowatt hour used per month as an energy charge.

**B. Commercial And Miscellaneous Service Rate:**

1. The rates to be charged for commercial and miscellaneous purposes shall be as follows:

a. For electrical usage billed after January 1, 2013:

(1) Each customer shall pay a monthly customer charge of forty six dollars seventy five cents (\$46.75); and

(2) Additionally, each customer shall pay \$0.092 per kilowatt hour.

**C. Optional Small Commercial And Miscellaneous Service Rate:**

~~1. The rates to be charged for the optional commercial and miscellaneous service rate shall be as follows:~~

~~a. For electrical usage after January 1, 2013:~~

~~(1) Each customer shall pay a monthly customer charge of sixteen dollars seventy one cents (\$16.71); and~~

~~(2) Additionally, each customer shall pay \$0.152 per kilowatt hour for all energy used per month as an energy charge.~~

~~D. General Service Rate:~~

~~1. The rates to be charged for those customers with demand meters shall be as follows:~~

~~a. For electrical usage billed after January 1, 2013:~~

~~(1) Each customer shall pay a monthly customer charge of ninety three dollars fifty cents (\$93.50); and~~

~~(2) Additionally, each customer shall pay \$0.0330 per kilowatt hour for all energy used per month as an energy charge; and~~

~~(3) Additionally, each customer shall pay a monthly demand charge of fourteen dollars eighty one cents (\$14.81) per kilowatt of demand as shown or computed from the readings of the city's demand meter installed at the customer's location for the fifteen (15) minute period of customer's greatest use during the billing period.~~

~~2. Customers requesting or transferring service of more than two hundred (200) amperes after May 14, 2001, shall be billed under this demand rate.~~

~~3. The public works director or his/her designee shall recommend to the administrative services director the rate classification for new commercial customers requesting electrical service, based on the customer's energy and demand requirements.~~

~~E. Irrigation Rate:~~

~~1. The rates to be charged for those customers with irrigation and pumping shall be as follows:~~

~~a. For electrical usage after January 1, 2013:~~

~~(1) Each customer shall pay an annual customer charge of one hundred dollars fifty one cents (\$100.51) for twenty five (25) horsepower or less.~~

~~(2) Each customer shall pay an annual customer charge of one hundred sixty seven dollars seventy eight cents (\$167.78) for everything over twenty five (25) horsepower.~~

~~(3) Additionally, each customer shall pay \$0.0660 per kilowatt hour for all energy used per month as an energy charge.~~

~~F. Outdoor Nighttime Lighting Rate: The rates to be charged for those customers who have city installed outdoor lighting on city of Cody structures shall be as follows:~~

<del>Security Light (Watts)</del>	<del>Charge Per Month</del>	<del>Energy Rate Used Per kWh</del>
-	-	-

<del>63</del>	<del>\$ 2.52</del>	<del>\$0.1274</del>
<del>150</del>	<del>6.88</del>	<del>0.1274</del>
<del>175</del>	<del>8.03</del>	<del>0.1274</del>
<del>200</del>	<del>9.18</del>	<del>0.1274</del>
<del>250</del>	<del>11.47</del>	<del>0.1274</del>
<del>400</del>	<del>18.35</del>	<del>0.1274</del>
<del>1,000</del>	<del>45.88</del>	<del>0.1274</del>

~~This includes all energy costs and maintenance costs associated with each unit.~~

~~A. G~~-Service Charges: The following charges apply to all levels of service in addition to any other charges:

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<del>Connection and reconnection charge:</del>	-	-
<del>Connection, reconnection or disconnection of meter Normal office hours (7:30 A.M. to 5:00 P.M.)</del>		\$ <del>2535.00</del>
<del>Connection, reconnection or disconnection of meter Other than normal office hours</del>		110.00
<del>Trouble calls on customer owned equipment: Normal office hours (7:30 A.M. to 5:00 P.M.)</del>		No Charge
<del>Normal office hours (7:30 A.M. to 5:00 P.M.)</del>	-	No charge
<del>Trouble calls on customer owned equipment: Other than normal office hours (for first 2 hours, actual labor costs for work in excess of 2 hours)</del>		\$110.00
<del>Temporary service connection: Single and 3-phase</del>		<del>-\$105.00</del>
<del>Single-phase and 3-phase</del>	-	<del>105.00</del>
<del>Returned payment/check charge</del>		30.00
<del>Meter testing:</del>	-	-
<del>Testing of meters more than once at customer's request in a 12 month period, where meter is found to be accurate within 2 percent</del>		50.00

#### 8-1-14: PAYMENT OF BILLS:

A. All bills for the rates and charges of all utility services furnished by the city shall be due fifteen (15) days from the billing date. All bills shall be delinquent on the sixteenth day thereafter. Delinquent turnoff procedures shall commence after the thirty fifth day after the bill date and service will be turned off on the forty fifth day after the bill date or on the next scheduled disconnect date unless payment is made before that date except for cases of extreme hardship where adjustments/agreements can be made with the ~~director of administrative services~~ administrative services officer or his/her designee or during any period of extreme weather. Extreme weather occurs when the average temperature is or is expected to be equal to or less than thirty two degrees Fahrenheit (32°F) for a period of twenty four (24) consecutive hours.

The ~~director of administrative services~~ administrative services officer or his/her designee shall determine if extreme weather is occurring or is expected and adjust

disconnections or order reconnections appropriately. Where adjustments require additional reconnections and/or disconnections due to extreme weather, they shall be performed without additional fees or charges.

B. In the event that a bill becomes delinquent, the city shall initiate the delinquent turnoff procedures and the following charges shall be assessed:

Charge for the delivery of the final turnoff notice	\$ <del>20</del> <u>30</u> .00
Disconnection <u>or reconnection</u> of service at meter	<del>25</del> <u>35</u> .00
Disconnection <u>or reconnection of service</u> other than meter	<del>40</del> <u>50</u> .00

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~~Any customer who is sent three (3) or more shutoff notices in a twelve (12) month period and who does not already have a service deposit on the delinquent account shall be required to pay a deposit of three hundred dollars (\$300.00) for residential service per account or one thousand dollars (\$1,000.00) for commercial service per account in order to continue receiving utility services. Residential customers may pay this deposit in up to two (2) monthly installments of one hundred fifty dollars (\$150.00) each. Commercial customers must pay this deposit in full.~~

~~Customers with existing deposits on the delinquent account who are sent three (3) or more shutoff notices in a twelve (12) month period shall pay an amount sufficient enough to increase the deposit total on the account to three hundred dollars (\$300.00) for residential customers per account or one thousand dollars (\$1,000.00) for commercial customers per account. Residential customers may pay this deposit in two (2) equal monthly installments if the existing deposit on the account is less than two hundred dollars (\$200.00). Commercial customers must pay this deposit in full. (Ord. 2012-07, 5-1-2012)~~

C. If any utility payment is dishonored for any reason, the customer will be notified in writing stating that the account must be paid in cash or cash equivalent within thirty (30) days of the notice. The customer will be shut off if payment is not received. The same procedure will apply to a second dishonored payment received within a twelve (12) month period.

Upon receipt of a third dishonored payment, the same procedure will apply and the customer will be notified in writing that payment in cash or cash equivalent will be required for payment of all future city bills for all utility customer charges and other fees.

If any payment is delivered to the city to prevent a shutoff and the payment is subsequently dishonored the customer will be subject to immediate service disconnection.

Any customer who fails to pay the amount of the check and the collection fee pursuant to this section is liable to the city for three (3) times the amount of the check, but in no case less than one hundred dollars (\$100.00), a collection fee of thirty dollars (\$30.00) and court costs (Wyoming Statutes section 1-1-115).

D. In the event that any utility service is discontinued for nonpayment of bills, or receipt of dishonored payment, all applicable charges shall be paid in full prior to reconnection, as well as any applicable billing charges and the applicable connection or reconnection fees. A reasonable attorney fee shall be recovered by the city along with the total delinquent balance, including penalties and charges for all delinquent city supplied utilities if legal action is initiated to collect the delinquent account.

E. If the city overcharges any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the city shall initiate a refund to the person(s) paying excessive rates the difference between the rates fixed in section [8-1-13](#) of this chapter and the rates so charged, collected or received. The refund should cover the entire amount of time the excessive charges were charged, collected or received, or for the period of time in which there are computerized records. No refund is required from the city except to the customer last served by the meter prior to when the error was found.

F. If the city undercharges any customer as the result of a meter or metering inaccuracy or other continuing problem under its control, the city may only bill the customer for difference between the rates fixed in section [8-1-13](#) of this chapter and the rates so charged in the six (6) previous billing periods immediately prior to the date the city remedies the meter or billing inaccuracy. No adjustments will be made to the customer's account except to the customer last served by the meter prior to when the error was found.

G. In the event that the electric service meter is found to be more than two percent (2%) in error, either fast or slow, proper correction shall be made of previous readings and adjusted bills shall be rendered. Since it is difficult to determine when the meter failed, the administrative services ~~director-officer~~ or his/her designee will review the account for the period of time when the failure appears to be noticeable and will calculate the average usage of the prior twelve (12) months, and will adjust the account accordingly based on the average usage. The average usage will be billed and anything billed in excess of the average or below the average will be adjusted for the time period determined to be inaccurate.

**8-1-15: STANDARDS AND POLICY:** 

The electric distribution standards policy dated 2001 and prepared by the electrical services division of the city is hereby adopted, made a part hereof by this reference and incorporated herein as if set forth in length; together with all changes, amendments, replacements or supplements as adopted and approved by resolution of the governing body.

A copy of said electric distribution standards policy shall be kept on file at the city hall and marked "Official Copy". (Ord. 2004-08, 8-2-2004)

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

PASSED ON FIRST READING THE [February 17, 2015](#)

PASSED ON SECOND READING THE [March 3, 2015](#)

PASSED, APPROVED AND ADOPTED  
ON THIRD AND FINAL READING THE

\_\_\_\_\_  
Nancy Tia Brown, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia D. Baker Administrative Services Officer

MEETING DATE: MARCH 17, 2015

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Online Utility Exchange Agreement**

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

Authorize the Mayor to sign an agreement with Online Utility Exchange for the purpose of providing credit risk assessment and identity verification services to establish deposit requirements for utility customers.

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

Online Utility Exchange has been providing point-of-application screening services to municipal and private utility and property management companies for over 18 years. Their services include preventing bad debt upfront by verifying an applicant's identity and charging a risk-based deposit amount established by the utility company's criteria. They currently service 5,100 clients across all 50 states.

The program utilizes a proprietary scoring model based on an algorithm that factors in consumer credit report information, utility delinquency data submitted by their clients and the applicant's past payment history. Online Utility Exchange prioritizes unpaid utility bills in the scoring model to deliver a deposit decision based on the City's pre-determined risk standards.

Online Utility Exchange is compliant with all applicable legislation including the Fair Credit Reporting Act (FCRA), the Fair and Accurate Credit Transactions Act (FACTA) and Dodd-Frank. Online also maintains a high level of security standards for their data and undergoes two independent third-party security audits annually.

For several years the City has had a standard deposit for residential customers, which frequently was not sufficient to cover the balance due on an account when the customer terminated service. By utilizing the Online Utility Exchange risk assessment service the City can have a range of deposit amounts and appropriately charge a deposit up to \$400 based on the customer's specific risk assessment. Customers with an excellent risk assessment of 10% or less would not be required to pay a deposit, while customers with a risk assessment of 51% or more would pay the highest deposit amount of \$400. Customers in the highest risk category would include those who have previously defaulted on a City of Cody or other utility account or have a poor credit history. Risk assessment decisions are rendered in the matter of a few seconds.

The identity verification service included in this program would assist the City in maintaining compliance with the Red Flag Rules implemented by the Federal Trade Commission and help prevent identity theft by confirming each applicant's identity prior to obtaining utility services.

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

**FISCAL IMPACT**

The cost of this service is \$2.85 per assessment check and \$30 per month for web access. Based on the City's current number of applications, the annual cost is estimated to be about \$4,500.

The City will recoup the cost from the applicants in the form of a \$10 non-refundable application fee collected at the time the application is processed through Online Utility Exchange.

**ALTERNATIVES**

- 1.. Authorize the Mayor to sign the agreement and begin services on or about April 1<sup>st</sup>
2. Do not authorize the Mayor to sign the agreement and continue the deposit requirements as they are currently written. This would require an amendment to Ordinance 2015-02 on third and final reading to remove the risk assessment criteria.

**ATTACHMENTS**

1. Online Utility Exchange Agreement

**AGENDA & SUMMARY REPORT TO:**

None



## SUBSCRIBER SERVICE AGREEMENT

This **Subscriber Service Agreement** ("Agreement") is entered into by **ONLINE Information Services, Inc.**, hereafter referred to as "ONLINE", a North Carolina corporation, d/b/a the ONLINE Utility Exchange and **The City of Cody** hereafter referred to as "Subscriber", **1338 Rumsey Ave Cody WY 82414** a Wyoming corporation as of Wednesday, March 04, 2015.

ONLINE and Subscriber agree as follows:

1. **Services.** Through the ONLINE Utility Exchange, ONLINE will furnish services to Subscriber involving the supply of business and consumer information, consumer reports, credit worthiness scores, fraud detection, information pertaining to unpaid utility bills and other services that ONLINE may, from time to time, make available to Subscriber ("Services"). Any mention of rights or obligations to ONLINE within this agreement shall also apply to Experian, Trans Union, Equifax, Core Logic, LexisNexis, Background Data, and Rapid Courts ("Data Providers").
2. **Charges to Subscriber.**
  - A. Subscriber agrees to pay ONLINE for all charges for each Subscriber inquiry, including "no record found", submitted to ONLINE as outlined in SCHEDULE A "ONLINE Charges to Subscriber."
  - B. Bureau/Jurisdiction Surcharges and Fees. Subscriber acknowledges that Data Providers may impose additional surcharges for access to files that are affiliate owned or that reside in certain States or Counties. Additionally certain jurisdictions charge court fees for accessing public record information. Examples of these charges include Equifax Affiliate owned files, California Privacy Act Surcharges, and Alaska and Colorado State surcharges, and County Court fees. In the event that a file/report is accessed which has such a surcharge or fee ONLINE will pass that Surcharge/Fee along to the Subscriber.
  - C. Subscriber acknowledges that the pricing in Schedule A is based upon volume representations made by Subscriber during the negotiation of this agreement. In the event that Subscriber fails to meet these volume expectations, ONLINE reserves the right to adjust its charges to accurately reflect the volume used by Subscriber.
  - D. Subscriber agrees that ONLINE aggregates data from third party sources and from time to time the cost to ONLINE to provide the services may increase. ONLINE reserves the right to adjust Subscriber's pricing to reflect any such change with a 30 day notice to Subscriber prior to the change becoming effective.
  - E. Subscriber agrees that on each annual contract renewal the per inquiry price will increase by 2.5% of the then current price being paid by the Subscriber. This new per inquiry price will be reflected on the first invoice after the contract renewal with no additional notice to Subscriber.
  - F. Subscriber will be solely responsible for all federal, state and local taxes levied or assessed in connection with ONLINE's performance of the Services, other than income taxes assessed with respect to ONLINE's taxable net income, for which income taxes ONLINE will be solely responsible.
3. **Invoicing/Billing.**
  - A. Subscriber agrees that the pricing in Schedule A is based on Subscriber setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.
  - B. All billing is processed monthly between the 1<sup>st</sup> and the 5<sup>th</sup> for the previous month's services.
  - C. ONLINE will process the automated payment and deliver to Subscriber an invoice marked "Paid In Full".
  - D. All invoices will be delivered via electronic mail to the email addresses designated by Subscriber.
  - E. Subscriber agrees that, if their automated payment method is declined, ONLINE may charge a Non-Sufficient Funds fee, not to exceed \$25.00.
  - F. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.
  - G. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with ONLINE.

- H. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Subscriber agrees to pay ONLINE's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Subscriber.

#### 4. Subscriber Use.

- A. Subscriber hereby certifies and warrants that it will request and use consumer information received from ONLINE solely in connection with credit transactions involving the consumer as to whom such information is sought, or for other "permissible purposes" as defined by the Fair Credit Reporting Act, 15 U.S.C. Section 1681 *et seq.* (together with any successor or replacement statutory provisions, "FCRA")
- B. Subscriber hereby certifies and warrants that it will request and use the fraud prevention portion of the service in compliance with a "permitted purpose" under the Gramm Leach Bliley Act, specifically fraud prevention and detection.
- C. As many ONLINE services contain information from the Social Security Administration's Death Master File ("DMF"), Subscriber acknowledges its obligation to restrict Subscriber's use of deceased flags or other indicia within ONLINE's services to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with Subscriber's applicable Fair Credit Reporting Act (15 U.S.C. §1681 *et seq.*) or Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) use. Subscriber certifies it will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within ONLINE's services.
- D. All such information shall be maintained by Subscriber in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested, and Subscriber will not disclose, sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law; provided, however, that if Subscriber has purchased a consumer report from ONLINE in connection with a consumer's application for credit, and the consumer makes a timely request of Subscriber, Subscriber may share the contents of that report with the consumer as long as it does so without charge.
- E. Subscriber acknowledges that it has received and reviewed a copy of the "Credit Scoring Services." (See Exhibit "A".)
- F. Subscriber shall request consumer reports from ONLINE by electronic means. Each request will contain sufficient identifying information concerning the consumer about who the consumer report is requested to enable ONLINE to deliver the consumer report.
- G. ONLINE reserves the right to modify the standard inquiry format to be used by Subscriber and Subscriber agrees to abide by such modifications.
- H. Subscriber hereby certifies that it will properly dispose of any customer information obtained from the use of the services to include the destruction or erasure of electronic media, the burning, pulverizing, or shredding of papers containing the customer information so that the information cannot practicably be read or reconstructed.
- I. Subscriber may elect to receive Credit, Criminal, DMV and other consumer Information for the purpose of evaluating a potential or current employee's background. Information received by Subscriber may include data from Equifax, Experian, Trans Union, or other Data Providers. If Subscriber elects to receive Employment Reports Subscriber acknowledges the following:
- i. A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report (to include credit and criminal) may be obtained for employment purposes.
  - ii. The consumer has authorized in writing the procurement of the Employment Report by the subscriber.
  - iii. To include on their application for employment a signed authorization and release section giving permission for the Subscriber to pull an Employment Report to investigate the applicant.
  - iv. To keep documentation on the applicant (Signed Employment Application, Copy of Employment Report) on file in their office for 5 years.
  - v. Subscriber agrees that Employment Reports will be the only consumer reporting products pulled to screen employment applicants.
  - vi. Subscriber acknowledges that before taking any adverse action based in whole or in part on the Employment Report (if an offer is not extended to applicant based on information contained within the Employment Report), a copy of the report which contains the applicant's rights under the Fair Credit Reporting Act must be given to the applicant.
  - vii. The information from ONLINE's Employment Reports will not be used in violation of any applicable federal or state equal employment opportunity law or other regulation. Subscriber hereby acknowledges receipt of "Notice to Users of Consumer Reports: Obligations of Users Under FCRA". (See Exhibit "B".)
- J. California and Vermont Users
- i. Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. Subscriber certifies that it \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT a "Retail Seller", as defined in Section 1802.3 of the California Civil Code, doing business in California and issues credit to consumers who appear in person that

it will instruct its employees and agents to inspect a photo identification of the consumer at the time the application is submitted in person. This paragraph does not apply to an application for credit submitted by mail.

- ii. Subscriber acknowledges that it has received and reviewed a copy of the “Requirements for California and Vermont Users.” (See Exhibit “C”)
- K. Subscriber further agrees that it will be solely responsible to ensure and require that each of its users meets and complies with applicable federal, state and local laws, rules, and regulations relating to its use of the Services and to the provision to ONLINE of Subscriber’s Records. Relevant laws include but are not limited to:
- i. Establishing reasonable procedures to insure that its employees will not request Data Services relating to themselves, their families, friends, or request consumer information on other persons other than as permitted by the FCRA, ONLINE, and this Agreement.
  - ii. Where adverse action is taken against a consumer that is based in whole or in part on the information contained in a consumer report provided by ONLINE, consistent with the responsibilities under the Fair Credit Reporting Act, Subscriber shall notify the Consumer to direct consumer inquiries to the CRA that provided the report and contained on the adverse action notice for such report.
- L. **Record Retention.** *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 60 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 60 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. “Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”*

**5. ONLINE Use.**

- A. The ONLINE Utility Exchange acknowledges its qualification as a specialty consumer reporting agency according to the Fair Credit Reporting Act: § 603 Definitions; rules of construction [15 U.S.C. § 1681a]: “**(f) The term “consumer reporting agency” means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.**”
- B. As a consumer reporting agency, ONLINE may only use Subscriber’s Records for purposes consistent with applicable federal, state, and local laws, rules, and regulations’ in the identification of credit risk and/or to recover unpaid accounts.
- C. ONLINE shall not sell or furnish to any third party a list of consumers’ names and addresses identified as a current or previous customer of Subscriber, nor will ONLINE extract directly from or otherwise identify on any third party’s list a list of Subscriber’s customers identified as a customer list of Subscriber. In no event shall ONLINE distribute a list of Subscriber’s current or previous customers outside of the uses defined in this agreement.
- D. ONLINE shall use commercially reasonable efforts to promptly and accurately process and incorporate into its database any maintenance or consumer dispute verifications furnished to it by Subscriber, in accordance with the requirements of the FCRA or other applicable state or federal law. In the event that ONLINE deems any maintenance or verification response of Subscriber to be incomplete, internally inconsistent, or otherwise inaccurate, ONLINE, in its sole discretion, may revise the item of information to conform with information supplied by the consumer, reject the maintenance or verification response and delete the information from its database, or make any other revisions that it deems necessary or appropriate.

**6. FCRA Requirements**

- A. Although the FCRA primarily regulates the operations of consumer reporting agencies, it also affects Subscriber as a user of information. ONLINE has included a copy of the FCRA with Subscriber’s membership kit and it is posted at <http://www.ftc.gov/us/statutes/fcradoc.pdf>. ONLINE suggests that Subscriber and Subscriber’s employees become familiar with the following sections in particular:
  - § 604. Permissible Purposes of Reports
  - § 607. Compliance Procedures
  - § 615. Requirement on users of consumer reports
  - § 616. Civil liability for willful noncompliance
  - § 617. Civil liability for negligent noncompliance
  - § 619. Obtaining information under false pretenses
  - § 621. Administrative Enforcement

- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- § 628. Disposal of Records

- B. Each of these sections is of direct consequence to users who obtain reports on consumers. See Exhibit "B" for "Notice to Users of Consumer Reports: Obligations of Users Under the FCRA".
- C. As directed by law, consumer reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that Subscriber identifies each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact Subscriber's usage of reports for employment purposes.
- D. ONLINE strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. ONLINE believes that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.
- E. In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, ONLINE expects that Subscriber will comply with all relevant federal statutes and the statutes and regulations of the states in which Subscriber operates. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.

**7. Conditions.** Subscriber recognizes that ONLINE's Services require open sharing of information between Subscribers.

- A. Subscriber agrees to furnish to ONLINE, information from its records about its current and/or previous customers with whom it has delinquent accounts. Such information will be furnished and updated no less frequently than at monthly intervals, unless otherwise agreed in writing. Subscriber hereby certifies that all information furnished to ONLINE shall be complete and accurate, including the service address, telephone number, place of employment and employment telephone number (hereafter referred to as Utility Exchange Data). Subscriber agrees that each account will be accompanied by the Social Security Number of the guarantor of the bill and, in the case of married parties or joint responsibility by more than one guarantor, the Social Security Number of each party who is responsible for payment of the bill.
- B. Subscriber agrees they are a Data Furnisher as defined by the Fair Credit Reporting Act and will comply with the "Obligations of Furnishers" as attached in Exhibit "D".
- C. Subscriber agrees to notify ONLINE within 30 days of receipt of payment on any account which is part of ONLINE's Utility Exchange Data.
- D. Subscriber shall respond to any consumer disputes initiated by consumer within five (5) working days from receipt of dispute. Subscriber shall re-verify disputed information through either voice communication, electronic mail, or through other means as mutually agreed in writing. Subscriber certifies that all information supplied by it on any automated or manual basis in response to a consumer dispute verification request sent to it by ONLINE shall be complete and accurate. If in response to a consumer dispute verification request received from ONLINE, Subscriber desires to change any information relating to an account it has previously reported, Subscriber shall update the account information on both the verification response and in its own internal records to conform to such change. Subsequent customer record updates provided by Subscriber shall reflect such change.
- E. In the event that Subscriber fails to contribute Utility Exchange Data to the ONLINE Utility Exchange within 180 days of the effective date of this agreement, ONLINE shall consider the Subscriber to be a Non-Data Contributing Subscriber and shall impose a Non Data Contributor Surcharge of an additional \$.25 per inquiry.

**8. Term and Termination.**

- A. This Agreement is for a period of 12 months from the effective date and will continue on a month to month basis unless terminated by either party with a 30 day written notification to the other party.
- B. Notwithstanding the foregoing, if Subscriber is delinquent in the payment of charges, violates the FCRA or other applicable law or violates a material term of this Agreement, ONLINE may, at its election, discontinue providing the Services to Subscriber and terminate this Agreement immediately by written notice to the Subscriber.
- C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due to a change in applicable federal, state, or local laws or regulations, as determined by ONLINE in its reasonable judgment, or due to circumstances imposed by

ONLINE's third party vendors or Data Providers, ONLINE may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to ONLINE's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by ONLINE in complying with the applicable laws or regulations or circumstances imposed by third party Data Providers and will become effective on the date specified in such notice unless Subscriber objects in writing, in which case ONLINE may exercise its rights under clause (a) above. ONLINE will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

- D. **No Damages or Indemnification for Termination.** Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

**9. Warranties.**

- A. **ONLINE Utility Exchange.** Subject to Section 18 "Excusable Delays" hereof, ONLINE warrants to Subscriber that ONLINE will use commercially reasonable efforts to deliver the Services promptly. Subscriber acknowledges that the Services involve information provided to ONLINE by fallible human sources and that for the fee charged for the Services, ONLINE cannot and will not be an insurer or guarantor of the accuracy or reliability of the Services, data contained in its database, or data provided with the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY ONLINE HAS GIVEN SUBSCRIBER WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. **Credit Scoring.** ONLINE's Credit Scoring Vendors warrant that these Credit Scoring Models are empirically derived and demonstrably and statistically sound and that to the extent the population to which the Credit Scoring Model is applied is similar to the population sample on which the Credit Scoring Model was developed, the Credit Scoring Model score may be relied upon by Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscriber. ONLINE's Credit Scoring Vendors further warrant that so long as they provide the Credit Scoring Model, they will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES ONLINE'S CREDIT SCORING VENDORS HAVE GIVEN SUBSCRIBER WITH RESPECT TO THEIR CREDIT SCORING MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ONLINE'S CREDIT SCORING VENDORS MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- C. **Criminal Reports.** With respect to criminal reports available from ONLINE, neither ONLINE nor any division thereof nor any of its employees or officers or directors, makes any warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, product, or process disclosed, or represents that its use would not infringe on privately owned rights. Subscriber hereby acknowledges that ONLINE does not create or maintain these records or information, and that ONLINE relies on third party sources including, but not limited to, data providers, state departments, state repositories, correctional institutions, the courts and other information sources. Subscriber understands ONLINE is not responsible for the content or accuracy of such records or information and ONLINE suggests that these searches should only be used as a preliminary inquiry. The records obtained from these searches must be used in complete compliance with the Fair Credit Reporting Act, Fair Housing Laws, and any other state or federal laws governing the use of public records. Subscriber acknowledges that data entry errors or incomplete records may result in the return of incorrect results. ONLINE cannot offer legal advice on how to use the information contained in these reports and is not responsible for any action taken by Subscriber based on this information.

- 10. Limitation of Liability.** Subscriber acknowledges that ONLINE maintains a database, updated on a periodic basis, from which Subscriber solicits information, and that ONLINE does not undertake a separate investigation for each inquiry or request for Services made by Subscriber. Subscriber also acknowledges that ONLINE provides Subscriber access to national consumer reporting agencies and various products and services available to Subscriber from these repositories through ONLINE. With regard to limitation of liability, any mention of ONLINE shall also apply to Experian, Trans Union, Equifax, LexisNexis, Core Logic, Rapid Courts, and Background Data (Data Providers). Subscriber also acknowledges that the prices ONLINE charges Subscriber for the Services are based upon ONLINE's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Subscriber and not ONLINE. Subscriber therefore agrees that it is responsible for determining that the Services are in accordance with ONLINE's obligations under this Agreement. If Subscriber reasonably determines that the Services do not meet ONLINE's obligations under this Agreement, Subscriber shall so notify ONLINE in writing within ten (10) days after receipt of the Services in question. Subscriber's failure to so notify ONLINE shall mean that Subscriber accepts the Services as is, and ONLINE shall have no liability whatsoever for the Services. Unless ONLINE disputes Subscriber's claim,

ONLINE shall, at its option, either re-perform the Services in question or issue Subscriber a credit for the amount Subscriber paid for the nonconforming Services. If, notwithstanding the above, liability is imposed on ONLINE, then Subscriber agrees that ONLINE's total liability for any or all of Subscriber's losses or injuries from ONLINE's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Subscriber to ONLINE under this Agreement during the twelve month period preceding the alleged breach by ONLINE of this Agreement. Subscriber covenants that it will not sue ONLINE for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL ONLINE HAVE ANY OBLIGATION OR LIABILITY TO SUBSCRIBER HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE SUBSCRIBER (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION), REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE SUBSCRIBER WAS ADVISED SUCH DAMAGES MIGHT ARISE.

11. **Access Security.** Subscriber acknowledges that it has received and reviewed a copy of the "Access Security Requirements." (See Attachment E.)
  - A. **Subscriber will notify ONLINE immediately as any approved User leaves or is terminated so that the User can be deactivated from the ONLINE system.**
12. **Intellectual Property.** Subscriber acknowledges that ONLINE has expended substantial time, effort and funds to create and deliver the Services and compile its consumer reporting database. The Services and the data in ONLINE's Consumer Reporting databases are and will continue to be ONLINE's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Subscriber or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services or data in ONLINE's Consumer Reporting database. Subscriber will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of ONLINE's or its affiliates' proprietary designations, whether registered or unregistered, without ONLINE's prior written consent. Under no circumstances will Subscriber attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by ONLINE, its Data Providers, or its credit scoring vendors.
13. **Non-Solicit Clause.** During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall: (i) solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.
14. **Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.
15. **Successors and Assigns.** This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Subscriber without prior written consent; such consent shall not be unreasonably withheld.
16. **Audit Rights.** Subscriber understands that ONLINE and each of ONLINE's Data Providers require the right to audit usage by Subscriber for compliance with the requirements of the Federal Fair Credit Reporting Act. Subscriber herein agrees to cooperate fully with any compliance audit by ONLINE or ONLINE's Data Providers and to provide ONLINE any required documentation or other information necessary for such an audit in a timely and reasonable manner.
17. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.
18. **Site Inspection.** Subscriber agrees to an inspection of its premises by an independent Third Party Inspection Agency. The inspection is to be completed, in a timely manner, before any services will be set up with our company.

**19. Continuance of Business.** In the event that Subscriber's business is sold or relocates to a different location, it is the Subscriber's obligation to notify ONLINE, in writing, of these changes, within 72 business hours of the effective date of the transaction or the relocation.

**20. Notifications.** Subscriber and ONLINE agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

ONLINE Information Services, Inc.  
J.W. Blair, President  
P.O. Box 1489  
Winterville, NC 28590  
Fax: (800) 838-9830

The City of Cody  
Subscriber Company Name  
PO Box 2200  
Subscriber Contact Name, Title  
Subscriber Mailing Address  
Cody WY, 82414  
Subscriber City, State, Zip  
Fax: \_\_\_\_\_

**21. Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

**22. Contract in Entirety; Law.** This Agreement sets forth the entire understanding and agreement between ONLINE and Subscriber concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of Wyoming.

**23. Effective Date.** This Agreement is effective beginning as of \_\_\_\_\_.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

Subscriber hereby certifies to have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within Subscribers facility. Subscriber certifies that a permissible purpose exists to use all Services accessed from ONLINE in accordance with the Fair Credit Reporting Act and the applicable service agreement. Subscriber also certifies that information obtained from ONLINE will be used for the purpose(s) listed below and no other. Subscriber will not resell the report to any third party.

**PERMISSIBLE PURPOSE/APPROPRIATE USE:** Describe the **specific purpose(s)** (a clear definition) for which **ONLINE** Services and consumer data will be used. (An answer like "Checking Credit" is not a permissible purpose.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscriber: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

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

Federal Tax ID: \_\_\_\_\_

**ONLINE Information Services, Inc.  
dba/ ONLINE Utility Exchange**

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

Michael Gibson

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

Address: PO Box 1489  
Winterville, NC 28590  
[www.ONLINEUtilityExchange.com](http://www.ONLINEUtilityExchange.com)

Telephone: (866) 630-6400  
Fax: (800) 838-9830

**Address of Principal Business Office:**

1338 Rumsey Ave  
\_\_\_\_\_

Cody WY 82414  
\_\_\_\_\_

**Mailing Address (If Different):**

PO Box 2200  
\_\_\_\_\_

Cody WY 82414  
\_\_\_\_\_

**SCHEDULE A  
ONLINE Charges to Subscriber**

Please denote beside each product what level user should have access. Please note that if Administrator (Admin) level is assigned, Supervisors (Super) and Users (User) will not have access to those products. And likewise if a Supervisor level is assigned Users will not have access to those products. If you desire for all individuals at your organization to have access to a product please set the Access Level for that product to User.

		<b>User/Super/Admin</b>
<b><u>ONLINE Utility Exchange Pricing:</u></b>		<b><u>Access Level</u></b>
ONLINE Utility Exchange Report:	\$ <u>2.85</u> Per Report	<u>User</u>
Monthly Access Fee	\$ <u>30.00</u> Per Month	
Adverse Action/Score Disclosure Letter Service	\$ <u>1.50</u> Per Letter Sent	

**Business Report Pricing:**

Business Intelliscore Report	\$ <u>16.50</u> Per Report	_____
Business Profile Report	\$ <u>32.00</u> Per Report	
Business Profile w/ Intelliscore Report	\$ <u>36.00</u> Per Report	

**Employment Screening Reports Pricing**

Employment Credit Report	\$ <u>15.00</u> Per Report	
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**Employment Criminal Report Pricing:**

National Criminal Search	\$ <u>20.00</u> Per Report	_____
Statewide Instant Search	\$ <u>12.00</u> Per Report	
County Search (Non-Instant)	\$ <u>20.00</u> Per Report Plus Court Fees	
Non-Instant State Search	\$ <u>17.00</u> Per Report	
National Sex Offender Only Search	\$ <u>10.00</u> Per Report	

**Skip Tracing Report Pricing:**

ONLINE PEOPLE SEARCH	\$ <u>0.35</u> Per Search	
COLLECTION REPORT	\$ <u>4.00</u> Per Report	
SOCIAL SEARCH	\$ <u>1.80</u> Per Search	

**OFFICE USE:**

Cr Source: _____	CF _____
Ev Source: _____	CR _____ EV _____

**SCHEDULE A Continued  
ONLINE Charges to Subscriber**

**State Department of Motor Vehicles Search for Employment Purposes**

STATE	PRICE	STATE	PRICE	NON INSTANT STATE	PRICE
Alabama	\$12.50	Montana	\$12.00	Alaska	\$10.50
Arkansas	\$17.50	Nebraska	\$7.50	Delaware	\$20.00
Arizona	\$14.50	New Jersey	\$15.50	Hawaii	\$25.00
Colorado	\$9.00	New Mexico	\$7.00	Iowa	\$14.00
Connecticut	\$20.50	Nevada	\$12.50	Missouri	\$6.75
Dist. Of Columbia	\$12.50	New Hampshire	\$13.50	Washington	\$14.00
Florida	\$12.00	New York	\$10.50	Wyoming	\$10.50
Georgia	\$12.50	North Carolina	\$10.50		
Idaho	\$11.00	North Dakota	\$8.50		
Illinois	\$17.50	Ohio	\$7.50		
Indiana	\$11.50	Oklahoma	\$33.00		
Kansas	\$12.00	Rhode Island	\$23.50		
Kentucky	\$10.00	South Carolina	\$11.50		
Louisiana	\$11.50	South Dakota	\$9.50		
Maine	\$12.50	Tennessee	\$12.50		
Maryland	\$14.50	Texas	\$12.00		
Massachusetts	\$11.50	Utah	\$12.75		
Michigan	\$12.50	Vermont	\$15.50		
Minnesota	\$8.00	Virginia	\$12.50	<b>State</b>	
Mississippi	\$17.50	West Virginia	\$13.50	Wisconsin	\$10.50

**\*\*\*\*\*Note: If Tax exempt, please provide certificate\*\*\*\*\***

Subscriber agrees to the above pricing schedule for reports pulled from ONLINE Information Services, Inc.

\_\_\_\_\_  
(Subscriber's Name)

\_\_\_\_\_  
(Subscriber's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Initial

## Exhibit "A"

### Credit Scoring Services

Subscriber is a credit grantor that purchases Consumer Reports from ONLINE pursuant to the Agreement in connection with credit transactions involving the consumer subjects of such Consumer Reports. As an enhancement to the basic Consumer Report, ONLINE has offered Subscriber the opportunity to purchase one or more credit risk scores provided by Trans Union, Equifax, or Experian; including, but not limited to, Fair Isaac & Co. (FICO) and Vantage score models. Use of these scoring models may require additional addendums and be subject to additional terms of use.

Subscriber recognizes that all credit risk scores offered hereunder are statistical scores and may not be predictive as to any particular individual. No such score is intended to characterize any individual as to credit capability. Subscriber recognizes that factors other than credit risk scores should be considered in making a credit decision, including the Credit Report, the individual credit application, economic factors, and various other pertinent information. A statement of the factors that significantly contributed to the credit risk score may accompany the score. If so, such information may be disclosed to the consumer as the reason for taking adverse action, as required by Regulation B. However, the credit risk score itself is proprietary and may not be used as the reason for adverse action under Regulation B. In addition, under the Fair Credit Reporting Act, credit risk scores are not considered part of the consumer's file. Accordingly, Subscriber agrees only to disclose the actual credit risk score to the consumer when accompanied by the corresponding reason codes or otherwise required by law.

SUBSCRIBER HAS MADE ITS OWN ANALYSIS OF THE CREDIT RISK SCORE OR SCORES SELECTED BY SUBSCRIBER, INCLUDING THE RELIABILITY OF USING SUCH SCORES IN CONNECTION WITH SUBSCRIBER'S CREDIT DECISION. ONLINE AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY LOSS, COSTS, DAMAGES, OR EXPENSE INCURRED BY SUBSCRIBER RESULTING FROM SUBSCRIBER'S USE OF CREDIT RISK SCORES, OR THE INACCURACY THEREOF. IN NO EVENT SHALL ONLINE NOR ITS AGENTS BE LIABLE TO SUBSCRIBER FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR A CLAIM BY SUBSCRIBER RESULTING FROM SUBSCRIBER'S USE OF ANY CREDIT RISK SCORE.

**Subscriber certifies that in using the FICO/VANTAGE Credit Scoring Models that:**

- A. Subscriber will only use the permissible purpose as outlined within ONLINE's Subscriber Service Agreement (hereinafter referred to as "Agreement") and the Application for Service in accordance with the FCRA to obtain the information derived from the Fair Isaac and Company Scoring Model (hereinafter referred to as "FICO") or the Vantage Scoring Model.
- B. Subscriber will limit Subscriber's use of the scores and reason codes solely to use in Subscriber's own business with no right to transfer or otherwise sell, license, sublicense or distribute said scores or reason codes to third parties.
- C. Subscriber will maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such scores and reason codes will be held in strict confidence and disclosed only to those employees with a "need to know" and to no other person.
- D. Notwithstanding any contrary provision of the Agreement, Subscriber may disclose the scores provided to Subscriber under the Agreement to the consumer, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only as required by law.
- E. Subscriber will comply with all applicable laws and regulations in using the scores and reason codes purchased from ONLINE.
- F. Subscriber or any of its employees, agents or subcontractors will not use any trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of the Data Providers or Fair, Isaac and Company, or their affiliates without such entity's prior written consent.
- G. Subscriber will not in any manner, directly or indirectly attempt to discover or reverse engineer any confidential and proprietary criteria developed or used by the Data Providers/Fair, Isaac in performing the FICO/Vantage Scoring Model.
- H. Subscriber understands that Data Providers/FICO warrants that the FICO/Vantage Scoring Model are empirically derived and demonstrably and statistically sound and that to the extent the populations to which the FICO/Vantage Scoring Models are applied is similar to the population sample on which the FICO/Vantage Scoring Models were developed, the FICO/Vantage score may be relied upon by Subscriber to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Subscribers. FICO/Vantage further warrant that so long as FICO/Vantage provide the FICO/Vantage Model it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES DATA PROVIDERS, FICO, OR VANTAGE HAVE GIVEN SUBSCRIBER WITH RESPECT TO FICO/VANTAGE SCORING MODELS AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, DATA PROVIDERS, FICO, OR VANTAGE MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- I. Subscriber agrees that the aggregate liability of the Data Providers/FICO to the Subscriber is equal to the lesser of the Fees paid by ONLINE to the Data Providers/FICO for the FICO/Vantage Scoring Models resold to the pertinent Subscriber during the twelve (12) month period immediately preceding the Subscriber's claim, or the fees paid by the

\_\_\_\_\_  
Initial

pertinent Subscriber to ONLINE under the Agreement during said month (12) month period and excluding any liability of the Data Providers/FICO for incidental, indirect, special or consequential damages of any kind.

## Exhibit “B”

**All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

### **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau’s (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB’s website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.** The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

#### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS**

##### **A. Users Must Have a Permissible Purpose**

Congress has limited the use of consumer reports to protect consumers’ privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer’s account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer’s account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer’s eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

##### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

##### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b) (1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b) (2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A (h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed.

Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g) (1) (D) ("Notice to the Home Loan Applicant").

## **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

### **A. Employment Other Than in the Trucking Industry**

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b) (2). The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

## **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation.
- This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## **VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

## VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.
- In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## VIII. OBLIGATIONS OF RESELLERS

### A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1.) the identify of all end-users;
  - (2.) certifications from all users of each purpose for which reports will be used; and
  - (3.) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.

### B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

### C. Fraud Alerts and Resellers

Section 605A (f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

## IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

### Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	Section 609 15 U.S.C. 1681g	Section 620 15 U.S.C. 1681r
Section 603	Section 610 15 U.S.C. 1681h	Section 621 15 U.S.C. 1681s
15 U.S.C. 1681	Section 611 15 U.S.C. 1681i	Section 622 15 U.S.C. 1681s-1
15 U.S.C. 1681a	Section 612 15 U.S.C. 1681j	Section 623 15 U.S.C. 1681s-2
Section 604 15 U.S.C. 1681b	Section 613 15 U.S.C. 1681k	Section 624 15 U.S.C. 1681t
Section 605 15 U.S.C. 1681c	Section 614 15 U.S.C. 1681l	Section 625 15 U.S.C. 1681u
Section 605A 15 U.S.C. 1681c-A	Section 615 15 U.S.C. 1681m	Section 626 15 U.S.C. 1681v
Section 605B 15 U.S.C. 1681c-B	Section 616 15 U.S.C. 1681n	Section 627 15 U.S.C. 1681w
Section 606 15 U.S.C. 1681d	Section 617 15 U.S.C. 1681o	Section 628 15 U.S.C. 1681x
Section 607 15 U.S.C. 1681e	Section 618 15 U.S.C. 1681p	Section 629 15 U.S.C. 1681y
Section 608 15 U.S.C. 1681f	Section 619 15 U.S.C. 1681q	

## Exhibit "C"

### Requirements for California and Vermont Users

#### California Users:

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Subscriber under the following circumstances: (a) if Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for purpose of resale") and a consumer about whom Subscriber is inquiring is applying, (b) in person and (c) for credit. Under the foregoing circumstances, ONLINE, before delivering a Consumer Report to Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by the Data Providers with the information provided to Data Provider's via ONLINE by Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Subscriber's inspection of the photo identification of each consumer who applies for in-person credit, mailing extensions of credit to consumer responding to a mail solicitation at a specified address, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigations within certain time frames.

If Subscriber is a "retail seller," Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Subscriber is not currently, but subsequently becomes a "retail seller," Subscriber agrees to provide written notice to ONLINE prior to ordering Consumer Reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Attachment, and with the specific certifications set forth herein.

Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Subscriber number for use in processing Consumer Report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Subscriber number will require that Subscriber supply at least three items of identifying information from the applicant; or (b) contact ONLINE sales representative to ensure that Subscriber's existing Subscriber number is properly coded for these transactions.

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#### Vermont Users:

Subscriber acknowledges that it subscribes to receive various information services from ONLINE, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. §2480e (1999), as amended (the "VFCRA") and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the "FCRA") and its other state law counterparts. In connection with Subscriber's continued use of ONLINE services in relation to Vermont consumers, Subscriber hereby certifies as follows:

Vermont Certification. Subscriber certifies that it will comply with the applicable provisions under Vermont law. In particular, Subscriber certifies that it will order certain information relating to Vermont residents, that are Consumer Reports as defined by the VFCRA, only after Subscriber has received prior consumer consent in accordance with the VFCRA § 2480e and applicable Vermont Rules. Subscriber further certifies that the attached copy § 2480e of the Vermont Fair Credit Reporting Statute was received from ONLINE.

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#### Vermont Fair Credit Reporting Statute, 9 V.S.A § 2480e (1999)

##### § 2480e. Consumer consent

- (a) A person shall not obtain the credit report of a consumer unless:
  - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
  - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with the subsection (a) of this section
- (c) Nothing in this section shall be construed to affect:
  - (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a) (2) of this section \_\_\_\_\_ to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or

- extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

**VERMONT RULES**  
**\*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud—Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## Exhibit “D”

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

#### Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). Section 623(e).

#### General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a) (1) (A) and (a) (1) (C).

#### Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a) (2).

#### Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a) (1) (B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a) (3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” Section 623(a) (8). Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). Section 623(a) (8).

#### Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b) (1) (A) and (b) (1) (B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b) (1) (C) and (b) (1) (D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b) (2).
- Promptly modify or delete the information, or block its reporting. Section 623(b) (1) (E).

### **Duty to Report Voluntary Closing of Credit Accounts**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a) (4).

### **Duty to Report Dates of Delinquencies**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a) (5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a) (5).

### **Duties of Financial Institutions When Reporting Negative Information**

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a) (7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

### **Duties When Furnishing Medical Information**

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a) (9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

### **Duties when ID Theft Occurs**

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a) (6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a) (2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

**The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.**

### **Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:**

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m  
Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n  
Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o  
Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p  
Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q  
Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r  
Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s  
Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1  
Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2  
Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t  
Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u  
Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v  
Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w  
Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x  
Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

## Exhibit “E”

# Access Security Requirements

The following information security controls are required to reduce unauthorized access to consumer information. It is your company’s responsibility to implement these controls. ONLINE reserves the right to make changes to these Access Security Requirements without prior notification. The information provided herewith provides minimum baselines for information security

In accessing ONLINE's services, Subscriber agrees to follow these security requirements. These requirements are applicable to all systems and devices used to access, transmit, process, or store ONLINE data.

### **1. Implement Strong Access Control Measures**

- 1.1 All credentials such as Subscriber Code number, Subscriber Code passwords, User names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party. No one from ONLINE will ever contact you and request your credentials.
- 1.2 If using third party or proprietary system to access ONLINE's systems, ensure that the access must be preceded by authenticating users to the application and/or system (e.g. application based authentication, Active Directory, etc.) utilized for accessing ONLINE’s data/systems.
- 1.3 If the third party or third party software or proprietary system or software, used to access ONLINE data/systems, is replaced or no longer in use, the passwords should be changed immediately.
- 1.4 Create a unique user ID for each user to enable individual authentication and accountability for access to ONLINE’s infrastructure. Each user of the system access software must also have a unique logon password.
- 1.5 User IDs and passwords shall only be assigned to authorized individuals based on least privilege necessary to perform job responsibilities.
- 1.6 User IDs and passwords must not be shared, posted, or otherwise divulged in any manner.
- 1.7 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of eight (8) alphabetic and numeric characters for standard user accounts
  - For interactive sessions (i.e. non system-to-system) ensure that passwords/passwords are changed periodically (every 90 days is recommended)
- 1.8 Passwords (e.g. subscriber code passwords, user password) must be changed immediately when:
  - Any system access software is replaced by another system access software or is no longer used
  - The hardware on which the software resides is upgraded, changed or disposed
  - Any suspicion of password being disclosed to an unauthorized party (see section 4.3 for reporting requirements)
- 1.9 Ensure that passwords are not transmitted, displayed or stored in clear text; protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption. When using encryption, ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
- 1.10 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations. Systems should be manually locked before being left unattended.
- 1.11 Active logins to credit information systems must be configured with a 30 minute inactive session timeout.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of the membership application.
- 1.13 Subscriber must NOT install Peer-to-Peer file sharing software on systems used to access, transmit or store ONLINE data.
- 1.14 Ensure that Subscriber employees do not access their own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.15 Implement a process to terminate access rights immediately for users who access ONLINE credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.16 Implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.
- 1.17 Implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.
- 1.18 Implement physical security controls to prevent unauthorized entry to Subscriber’s facility and access to systems used to obtain credit information. Ensure that access is controlled with badge readers, other systems, or devices including authorized lock and key.

## **2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for computer virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists. Anti-virus software deployed must be capable to detect, remove, and protect against all known types malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
  - Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
  - If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

## **3. Protect Data**

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 3.2 ONLINE data is classified Confidential and must be secured to in accordance with the requirements mentioned in this document at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all ONLINE data and information when stored electronically on any system including but not limited to laptops, tablets, personal computers, servers, databases using strong encryption such as AES 256 or above.
- 3.5 ONLINE data must not be stored locally on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc.
- 3.6 When using smart tablets or smart phones to access ONLINE data, ensure that such devices are protected via device pass-code.
- 3.7 Applications utilized to access ONLINE data via smart tablets or smart phones must protect data while in transmission such as SSL protection and/or use of VPN, etc.
- 3.8 Only open email attachments and links from trusted sources and after verifying legitimacy.
- 3.9 When no longer in use, ensure that hard-copy materials containing ONLINE data are crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
- 3.10 When no longer in use, electronic media containing ONLINE data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).

## **4. Maintain an Information Security Policy**

- 4.1 Develop and follow a security plan to protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule.
- 4.2 Suitable to complexity and size of the organization, establish and publish information security and acceptable user policies identifying user responsibilities and addressing requirements in line with this document and applicable laws and regulations.
- 4.3 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators. *If you believe ONLINE data may have been compromised, immediately notify ONLINE within twenty-four (24) hours or per agreed contractual notification timeline (See also Section 8).*
- 4.4 The FACTA Disposal Rules requires that Subscriber implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.5 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security in the organization.

- 4.6 When using third party service providers (e.g. application service providers) to access, transmit, store or process ONLINE data, ensure that service provider is compliant with Experian Independent Third Party Assessment (EI3PA) program, and registered in Experian list of compliant service providers. If the service provider is in process of becoming compliant, it is Subscriber responsibility to ensure the service provider is engaged with ONLINE and exception is granted in writing. *Approved certifications in lieu of E/3PA can be found in the Glossary section.*

## **5. Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- 5.3 Administrative access to firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand-alone computers that directly access the Internet must have a desktop firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- 5.5 Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
- 5.6 For wireless networks connected to or used for accessing or transmission of ONLINE data, ensure that networks are configured and firmware on wireless devices updated to support strong encryption (for example, IEEE 802.11i) for authentication and transmission over wireless networks.
- 5.7 When using service providers (e.g. software providers) to access ONLINE systems, access to third party tools/services must require multi-factor authentication.

## **6. Regularly Monitor and Test Networks**

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
- 6.2 Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit ONLINE data; establish a process for linking all access to such systems and applications. Ensure that security policies and procedures are in place to review security logs on daily or weekly basis and that follow-up to exceptions is required.
- 6.3 Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Services hereunder to access ONLINE systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
- protecting against intrusions;
  - securing the computer systems and network devices;
  - and protecting against intrusions of operating systems or software.

## **7. Mobile and Cloud Technology**

- 7.1 Storing ONLINE data on mobile devices is prohibited. Any exceptions must be obtained from ONLINE in writing; additional security requirements will apply.
- 7.2 Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
- 7.3 Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- 7.4 Mobility solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 7.5 Mobile applications and data shall be hosted on devices through a secure container separate from any personal applications and data. See details below. Under no circumstances is ONLINE data to be exchanged between secured and non-secured applications on the mobile device.
- 7.6 In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing ONLINE data via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication and/or adaptive/risk-based authentication mechanisms are utilized to authenticate users to application.
- 7.7 When using cloud providers to access, transmit, store, or process ONLINE data ensure that:

- Appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations
- Cloud providers must have gone through independent audits and are compliant with one or more of the following standards, or a current equivalent as approved/recognized by ONLINE:
  - ISO 27001
  - PCIDSS
  - EI3PA
  - SSAE 16- SOC 2 or SOC3
  - FISMA
  - CAI / CCM assessment

## 8. General

- 8.1** ONLINE may from time to time audit the security mechanisms Subscriber maintains to safeguard access to ONLINE information, systems and electronic communications. Audits may include examination of systems security and associated administrative practices
- 8.2** In cases where the Subscriber is accessing ONLINE information and systems via third party software, the Subscriber agrees to make available to ONLINE upon request, audit trail information and management reports generated by the vendor software, regarding Subscriber individual Authorized Users.
- 8.3** Subscriber shall be responsible for and ensure that third party software, which accesses ONLINE information systems, is secure, and protects this vendor software against unauthorized modification, copy and placement on systems which have not been authorized for its use.
- 8.4** Subscriber shall conduct software development (for software which accesses ONLINE information systems; this applies to both in-house and outsourced software development) based on the following requirements:
- 8.4.1** Software development must follow industry known secure software development standard practices such as OWASP adhering to common controls and addressing top risks.
- 8.4.2** Software development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
- 8.4.3** Software solution server/system should be hardened in accordance with industry and vendor best practices such as Center for Internet Security (CIS) benchmarks, NIS, NSA, DISA and/or other.
- 8.5** Reasonable access to audit trail reports of systems utilized to access ONLINE systems shall be made available to ONLINE upon request, for example during breach investigation or while performing audits
- 8.6** Data requests from Subscriber to ONLINE must include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.
- 8.7** Subscriber shall report actual security violations or incidents that impact ONLINE to ONLINE within twenty-four (24) hours or per agreed contractual notification timeline. Subscriber agrees to provide notice to ONLINE of any confirmed security breach that may involve data related to the contractual relationship, to the extent required under and in compliance with applicable law. Telephone notification is preferred at 800-234-7683, Email notification will be sent to [tech@ONLINEis.com](mailto:tech@ONLINEis.com).
- 8.8** Subscriber acknowledges and agrees that the Subscriber (a) has received a copy of these requirements, (b) has read and understands Subscriber's obligations described in the requirements, (c) will communicate the contents of the applicable requirements contained herein, and any subsequent updates hereto, to all employees that shall have access to ONLINE services, systems or data, and (d) will abide by the provisions of these requirements when accessing ONLINE data.
- 8.9** Subscriber understands that its use of ONLINE networking and computing resources may be monitored and audited by ONLINE, without further notice.
- 8.10** Subscriber acknowledges and agrees that it is responsible for all activities of its employees/Authorized users, and for assuring that mechanisms to access ONLINE services or data are secure and in compliance with its membership agreement.
- 8.11** When using third party service providers to access, transmit, or store ONLINE data, additional documentation may be required by ONLINE.

*Record Retention: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, ONLINE requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, ONLINE will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$3,500 per violation."*

## **Internet Delivery Security Requirements**

In addition to the above, following requirements apply where Subscriber and their employees or an authorized agent/s acting on behalf of the Subscriber are provided access to ONLINE provided services via Internet ("Internet Access").

### **General requirements:**

1. The Subscriber shall designate in writing, an employee to be its Head Security Designate, to act as the primary interface with ONLINE on systems access related matters. The Subscriber's Head Security Designate will be responsible for establishing, administering and monitoring all Subscriber employees' access to ONLINE provided services which are delivered over the Internet ("Internet access"), or approving and establishing Security Designates to perform such functions.
2. The Subscriber's Head Security Designate or Security Designate shall in turn review all employee requests for Internet access approval. The Head Security Designate or its Security Designate shall determine the appropriate access to each ONLINE product based upon the legitimate business needs of each employee. ONLINE shall reserve the right to terminate any accounts it deems a security threat to its systems and/or consumer data.
3. Unless automated means become available, the Subscriber shall request employee's (Internet) user access via the Head Security Designate/Security Designate in writing, in the format approved by ONLINE. Those employees approved by the Head Security Designate or Security Designate for Internet access ("Authorized Users") will be individually assigned unique access identification accounts ("User ID") and passwords/passphrases (this also applies to the unique Server-to-Server access IDs and passwords/passphrases). ONLINE's approval of requests for (Internet) access may be granted or withheld in its sole discretion. ONLINE may add to or change its requirements for granting (Internet) access to the services at any time (including, without limitation, the imposition of fees relating to (Internet) access upon reasonable notice to Subscriber), and reserves the right to change passwords/passphrases and to revoke any authorizations previously granted. *Note: Partially completed forms and verbal requests will not be accepted.*
4. An officer of the Subscriber agrees to notify ONLINE in writing immediately if it wishes to change or delete any employee as a Head Security Designate, Security Designate, or Authorized User; or if the identified Head Security Designate Security Designate or Authorized User is terminated or otherwise loses his or her status as an Authorized User.

### **Roles and Responsibilities**

1. Subscriber agrees to identify an employee it has designated to act on its behalf as a primary interface with ONLINE on systems access related matters. This individual shall be identified as the "Head Security Designate." The Head Security Designate can further identify a Security Designate(s) to provide the day to day administration of the Authorized Users. Security Designate(s) must be an employee and a duly appointed representative of the Subscriber and shall be available to interact with ONLINE on information and product access, in accordance with these ONLINE Access Security Requirements. The Head Security Designate Authorization Form must be signed by a duly authorized representative of the Subscriber. Subscriber's duly authorized representative (e.g. contracting officer, security manager, etc.) must authorize changes to Subscriber's Head Security Designate. The Head Security Designate will submit all requests to create, change or lock Security Designate and/or Authorized User access accounts and permissions to ONLINE's systems and information (via the Internet). Changes in Head Security Designate status (e.g. transfer or termination) are to be reported to ONLINE immediately.
2. As a Client to ONLINE's products and services via the Internet, the Head Security Designate is acting as the duly authorized representative of Subscriber.
3. The Security Designate may be appointed by the Head Security Designate as the individual that the Subscriber authorizes to act on behalf of the business in regards to ONLINE product access control (e.g. request to add/change/remove access). The Subscriber can opt to appoint more than one Security Designate (e.g. for backup purposes). The Subscriber understands that the Security Designate(s) it appoints shall be someone who will generally be available during normal business hours and can liaise with ONLINE's Security Administration group on information and product access matters.
4. The Head Designate shall be responsible for notifying their corresponding ONLINE representative in a timely fashion of any Authorized User accounts (with their corresponding privileges and access to application and data) that are required to be terminated due to suspicion (or actual) threat of system compromise, unauthorized access to data and/or applications, or account inactivity.

**Designate:**

1. Must be an employee and duly appointed representative of Subscriber, identified as an approval point for Subscriber's Authorized Users.
2. Is responsible for the initial and on-going authentication and validation of Subscriber's Authorized Users and must maintain current information about each (phone number, valid email address, etc.).
3. Is responsible for ensuring that proper privileges and permissions have been granted in alignment with Authorized User's job responsibilities.
4. Is responsible for ensuring that Subscriber's Authorized Users are authorized to access ONLINE products and services.
5. Must disable Authorized User ID if it becomes compromised or if the Authorized User's employment is terminated by Subscriber.
6. Must immediately report any suspicious or questionable activity to ONLINE regarding access to ONLINE's products and services.
7. Shall immediately report changes in their Head Security Designate's status (e.g. transfer or termination) to ONLINE.
8. Will provide first level support for inquiries about passwords/passphrases or IDs requested by your Authorized Users.
9. Shall be available to interact with ONLINE when needed on any system or user related matters.

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Initial

## Glossary

Term	Definition
<b>Computer Virus</b>	A Computer Virus is a self-replicating computer program that alters the way a computer operates, without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destructive by destroying data, for example, some viruses are benign or merely annoying.
<b>Confidential</b>	Very sensitive information. Disclosure could adversely impact your company.
<b>Encryption</b>	Encryption is the process of obscuring information to make it unreadable without special knowledge.
<b>Firewall</b>	In computer science, a Firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, analogous to the function of Firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
<b>Information Lifecycle</b>	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time, the cost of its storage, its need for availability for use by authorized users, and the period of time for which it must be retained.
<b>IPAddress</b>	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All participating network devices- including routers, computers, time-servers, printers, Internet fax machines, and some telephones- must have its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, an IP address can uniquely identify a specific computer or other network device on a network. It is important to keep your IP address secure as hackers can gain control of your devices and possibly launch an attack on other devices.
<b>Peer-to-Peer</b>	A type of communication found in a system that uses layered protocols. Peer-to-Peer networking is the protocol often used for reproducing and distributing music without permission.
<b>Router</b>	A Router is a computer networking device that forwards data packets across a network via routing. A Router acts as a junction between two or more networks transferring data packets.
<b>Spyware</b>	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. In simpler terms, spyware is a type of program that watches what users do with their computer and then sends that information over the internet.
<b>Subscriber Code</b>	Your seven digit ONLINE account number.
<b>Experian Independent Third Party Assessment Program</b>	The Experian Independent 3rd Party Assessment is an annual assessment of an Experian Reseller's ability to protect the information they purchase from Experian. E13PA'sr.' requires an evaluation of a Reseller's information security by an independent assessor, based on requirements provided by Experian. E13PA'sr.' also establishes quarterly scans of networks for vulnerabilities.
<b>ISO 27001/27002</b>	IS 27001 is the specification for an ISMS, an Information Security Management System (it replaced the old BS7799-2 standard) The ISO 27002 standard is the rename of the ISO 17799 standard, and is a code of practice for information security. It basically outlines hundreds of potential controls and control mechanisms, which may be implemented, in theory, subject to the guidance provided

	within ISO 27001.
<b>PCIDSS</b>	The Payment Card Industry Data Security Standard (PCI DSS) is a proprietary information security standard for organizations that handle cardholder information for the major debit, credit, prepaid, e-purse, ATM, and POS cards.
<b>SSAE 16 SOC 2, SOC3</b>	Statement on Standards for Attestation Engagements (SSAE) No. 1 SOC 2 Report on Controls Related to Security, Availability, Processing Integrity, Confidentiality, and Privacy. The SOC 3 Report, just like SOC 2, is based upon the same controls as SOC 2, the difference being that a SOC 3 Report does not detail the testing performed (it is meant to be used as marketing material).
<b>FISMA</b>	The Federal Information Security Management Act (FISMA) is United States legislation that defines a comprehensive framework to protect government information, operations and assets against natural or man-made threats. FISMA was signed into law part of the Electronic Government Act of 2002.
<b>CAI/CCM</b>	Cloud Security Alliance Consensus Assessments Initiative (CAI) was launched to perform research, create tools and create industry partnerships to enable cloud computing assessments. The Cloud Security Alliance Cloud Controls Matrix (CCM) is specifically designed to provide fundamental security principles to guide cloud vendors and to assist prospective cloud customers in assessing the overall security risk of a cloud provider.



UTILITY EXCHANGE
Subscriber Service Application

Company Name: The City of Cody
Office Address: 1338 Rumsey Ave
Cody WY 82414
County: Park
Main Phone Number: 307.527.7511
Office Hours: M-F Days of the week: 8 am - 5 pm
Mailing Address: PO Box 2200
Cody WY 82414
Company Website: http://www.cityofcody-wy.gov/

Affiliated or Parent Company Information

Affiliated or Parent Company:
Address:
City:
State: Zip:
Contact Name: Phone: ( )

BANK REFERENCE

Bank Name:
Address:
City:
State: Zip:
Bank Contact: Phone: ( )

2 BUSINESS REFERENCES

(1) Business Name:
Address:
City:
State: Zip:
Contact Person: Phone: ( )

(2)Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**PLEASE ANSWER THE FOLLOWING QUESTIONS**

Industry: \_\_\_\_\_

How long has company been in existence: \_\_\_\_\_years \_\_\_\_\_months

Will you be printing and storing reports? (Please check one) \_\_\_\_\_ Yes \_\_\_\_\_No  
(If you will be printing and storing the ONLINE Utility Exchange Reports you are required to have them stored in a locking file cabinet)

Is your computer server in a locked room? (Please check one) \_\_\_\_\_Yes \_\_\_\_\_No

Do you have permanent signage at your office location that matches the company name on the Subscriber Agreement? (Please check one) \_\_\_\_\_Yes \_\_\_\_\_No

Do you lease or own your office location? (Please check one) \_\_\_\_\_Own \_\_\_\_\_Lease  
(If you lease your office location, please provide a copy of your signed lease.)

Is office location a Commercial Building or Residence? \_\_\_\_\_

Do you have investigation License? (Please check one) \_\_\_Yes \_\_\_No

Estimated # of Credit Reports you will access monthly: \_\_\_\_\_

How will you access the Credit Report? (Please check one) \_\_\_ Personal Computer \_\_\_ Other

Is the company Tax Exempt? \_\_\_\_\_Yes \_\_\_\_\_ No If Yes, please provide tax exemption form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

Thank you for completing the application.

## **New Customer Setup Form**

If you have any questions regarding how to fill out this form please contact your ONLINE Account Executive at (866) 630-6400.

### **BILLING/MONTHLY PAYMENT METHOD**

Credit Card: Y / N

Bank Draft: Y / N

Web Access Start Date: \_\_\_\_\_

Exchange Data Upload: Y/N

### **CUSTOMER INFORMATION SOFTWARE (CIS):**

Software Vendor: \_\_\_\_\_

Version: \_\_\_\_\_

Will you be using the interface? Y / N

If ONLINE does not have an interface with your CIS provider currently please contact your ONLINE Account Executive to inquire about having one developed.

### **ACCESS SECURITY REQUIREMENT**

ONLINE requires clients to utilize ONLINE's IP Address Restriction security feature. This prevents someone from obtaining user credentials and accessing information from outside your company's physical location. If you do not have static IP Addresses ONLINE has an alternate solution. Please check option below.

IP Address: \_\_\_\_\_

IP Address Range: \_\_\_\_\_ - \_\_\_\_\_

I do not have static IP Addresses \_\_\_\_.

### **DEPOSIT DECISIONING**

**Please fill out what you want your Score break points to be for your different deposit decisions.**

ONLINE has developed a default range setup. The default range setup is typically a good place for a utility to start when they may not have been using credit scores previously. Overtime you can utilize ONLINE's Statistical Reports and Score Adjust features to make changes. Please Check the Option Below

**ONLINE'S DEFAULT SCORING** \_\_\_\_\_

**CUSTOMIZE AS FOLLOWS** \_\_\_\_\_  
(Message Examples: Maximum, 2x Avg. Mo. Usage, Etc.)

**Green:** 0.0%- 10.0% Waive Deposit

**Green:** \_\_\_\_\_% - \_\_\_\_\_%

**Yellow:** 10.1% - 25.0% 1X Average Monthly Usage

**Deposit Message:** \_\_\_\_\_

**Yellow:** \_\_\_\_\_% - \_\_\_\_\_%

**Red:** 25.1% - 100.0% 2X Average Monthly Usage

**Deposit Message:** \_\_\_\_\_

**Red:** \_\_\_\_\_% - \_\_\_\_\_%

**Deposit Message:** \_\_\_\_\_

\_\_\_\_\_  
Initial

There will be cases when a credit file will be unscorable. An example would be for an applicant who maybe really young and may not have established enough credit yet. ONLINE has developed additional options to handle these types of credit files. Please circle your choices below.

**No Score is Forced Decision:** Yes/No (If Yes is chosen, complete options below)

**No Score No Credit History:** Red / Yellow / Green

**No Score All Previous Credit History is Equally Positive and Negative:** Red / Yellow / Green

**No Score All Previous Credit History is Positive:** Red / Yellow / Green

**No Score All Previous Credit History is Negative:** Red / Yellow / Green

**No Score Previous Credit History is more Positive than Negative:** Red / Yellow / Green

**No Score Previous Credit History is more Negative than Positive:** Red / Yellow / Green

ONLINE has developed client options on what decisions are returned on credit files which contain bankruptcy information. If you choose any option other than Default below, when a Bankruptcy, meeting your criteria, is on a credit file it will override the credit score decision and return the light decision you choose below.

**Bankruptcy 7 Active:** Default / Red / Yellow / Green

**Bankruptcy 7 Discharged/Dismissed:** Default / Red / Yellow / Green

**Max Years to Consider Chapter 7:** \_\_\_\_\_ years

**Bankruptcy 13 Active:** Default / Red / Yellow / Green

**Bankruptcy 13 Discharged/Dismissed:** Default / Red / Yellow / Green

**Max Years to Consider Chapter 13:** \_\_\_\_\_ years

ONLINE has developed additional logic which looks for specific types of accounts by industry on the credit file that you may want to force to a Red Light decision regardless of the credit score. If you choose anything other than Default it will override the credit score decision.

**Unpaid Utility Debts:** Default / Red

**Unpaid Telecomm Debts:** Default / Red





# Customer Contacts

**Inspection Contact Person:** Name: \_\_\_\_\_  
PH: \_\_\_\_\_  
Email: \_\_\_\_\_

**Alternate Inspection Contact:** Name: \_\_\_\_\_  
PH: \_\_\_\_\_  
Email: \_\_\_\_\_

**Training Contact:** Name: \_\_\_\_\_  
PH: \_\_\_\_\_  
Email: \_\_\_\_\_

**Administrative Contact:** Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
PH: \_\_\_\_\_  
Receive Billing Y/N FX: \_\_\_\_\_  
Receive Announcements Y/N Email: \_\_\_\_\_

**Alternate Administrative Contact:** Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
PH: \_\_\_\_\_  
Receive Billing: Y/N FX: \_\_\_\_\_  
Receive Announcements: Y/N Email: \_\_\_\_\_

**Accounts Payable Contact:** Name: \_\_\_\_\_  
(Responsible for Accounts Payable) Title: \_\_\_\_\_  
PH: \_\_\_\_\_  
Receive Billing: Y/N FX: \_\_\_\_\_  
Receive Announcements: Y/N Email: \_\_\_\_\_

**Technical Contact:** Name: \_\_\_\_\_  
(Responsible for IT/Data) Title: \_\_\_\_\_  
PH: \_\_\_\_\_  
Receive Billing: Y/N FX: \_\_\_\_\_  
Receive Announcements: Y/N Email: \_\_\_\_\_

(At least one contact must be setup to receive the monthly emailed invoice)



## Recurring Monthly Payment Authorization Form

Schedule your payments to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

### Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged each billing period for the total amount due for that period. A paid in full invoice will be emailed to you and the charge will appear on your bank or credit card statement. You agree that no prior-notification will be provided. If the payment date changes, you will receive notice from us at least 10 days prior to the payment being collected.

### Please complete the information below:

I \_\_\_\_\_ authorize ONLINE Information Services, Inc. on behalf of \_\_\_\_\_ (Company) to charge/debit our account indicated below on the 5<sup>th</sup> business day of each month for payment of our ONLINE Information Services invoices.

Billing Address \_\_\_\_\_ Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Email \_\_\_\_\_

#### Checking/ Savings Account

Checking       Savings

Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_



#### Credit Card

Visa       MasterCard

Amex       Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_

Exp. Date \_\_\_\_\_

CVV (3 digit number on back of card) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify ONLINE in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that ONLINE may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute the scheduled transactions with my bank or credit card company; provided the transactions correspond to the terms indicated in this authorization form.