

City of Cody City Council

AGENDA

Tuesday, July 21, 2020 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m. in Council Chambers)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Regular Minutes from July 7, 2020.
- b. Approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 28, 2020 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, October 2, 2020, 2019 at 1:45 p.m., parade at 2:00 p.m. and reopen at 3:00 p.m., contingent upon approval from WYDOT and sponsor other associated staffing and equipment cost to be funded out of the Lodging Tax fund. . Approval contingent upon the status of the pandemic and current orders in place
- c. Authorize the extension of Rec Center Memberships for two months for current members for all written request made prior to August 1, 2020.
- d. Approve the closure of 10th Street for vendors on nights of the summer concert series with said closer starting at 5:00 p.m. (this is 30 minutes earlier than previously approved closure time)
- e. Approve the closure of 10th Street from Beck to Sheridan on Saturday August 8th from 5:00 p.m. to 9:00 p.m. to allow food vendors to park on 10th Street in conjunction with the Complete for a Cause that will be held in the City Park Band Shell during this time period.
- f. Authorize the closure of 15th Street between Bleistein and Salsbury from noon to 5 p.m. on August 1st in conjunction with the celebration for Park County Search & Rescue 50th Anniversary.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing.

4. Conduct of Business

- a. Approve Vouchers and payroll in the amount of \$.2,047,531.21.
- b. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Ronald & Kelly Hunt – Agreement to Cost Share on Public Utility Improvements, contingent upon review and approval by City Attorney.
Staff Reference: Todd Stowell, City Planner
Spokesperson: Ronald and/or Kelly Hunt
- c. Consider approving a contract between the City of Cody and Wyoming Department of Health for Wastewater Sampling and COVID Testing and authorize the Mayor to sign and execute all associated documents.
Staff Reference: Phillip Bowman, Public Works Director
- d. Consider approving an agreement between the City of Cody and Wyoming Water/Wastewater Agency Response Network (WYOWARN) and authorize the Mayor to sign and execute all associated documents.
Staff reference: Phillip Bowman, Public Works Director

5. Tabled Items

- a. Consider an Agreement for Encroachment License between the City of Cody and Ed Higbie Family Revocable Living Trust contingent upon review and approval by the City Attorney

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

July 28, 2020 – Tuesday – Work Session – 5:00 p.m. Tentative

August 4, 2020 – Tuesday – Regular Council Meeting – 7:00 p.m.

City of Cody
Council Proceedings
Tuesday, July 7, 2020

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, July 7,, 2020 at 7:00 p.m.

Present: Mayor Matt Hall, Council Members, Diane Ballard, Jerry Fritz, Landon Greer, Justin Baily, Glenn Nielson and Heidi Rasmussen, City Administrator Barry Cook, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker

Absent: None

Mayor Hall 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 removing item “g” on the consent calendar item “e” on the conduct of business and adding consideration of approval of an agreement for encroachment license to conduct of business as item “h”. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Fritz to approve the Consent Calendar as amended including approval of Minutes: Regular Minutes from June 16, and Special Work Session from June 23, 2020.; approve the agreement between the City of Cody and Red Canyon River Trips for an encroachment license and lease agreement for public right-of-way located on Beck Ave; approve and authorize the Mayor to enter into and sign an agreement between the City of Cody and Copenhaver, Kath, Kitchen & Kolpitcke, LLC for legal services through June 30, 2021; approve the Agreement for Independent Contractor Services for the Telemetry Equipment Service Plan with Micro-Comm, Inc and authorize the Mayor to sign and execute all associated documents; approve the request from Annette Stone, Cody High School Football, Park County School District 6 for the street closure of Beck Ave. between 8th and 9th during the hours of 3:30 PM to 8 PM on Fridays, September 4th, September 11th, October 2nd, October 16th, October 30th and November 6th. The requested closure is for tailgate parties to show support for the football team. Approval contingent upon the status of the pandemic and current orders in place; authorize the closure of 10th Street, from Sheridan Ave to Beck Ave starting at 5:30 p.m. till 8:30 p.m. on Thursdays beginning July 9th ending August 27th during the Concerts in the Park to allow Vendors to park on 10th Street. Approval contingent upon the status of the pandemic and current orders in place and authorize staff to issue an open container permit to Shelly Seibert relating to the Green Wedding and reception to be held on August 1st in Canal Park. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Baily to approve Vouchers and payroll in the amount of \$733,461.65. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Resolution 2020-12

A Resolution Approving Proposition to Impose a Four Percent (4%) Lodging Tax in Park County, State of Wyoming, Said Proposition to be Placed on the General Election Ballot on November 3, 2020. Council Member Ballard made a motion seconded by Council Member Rasmussen to approve Resolution 2020-12. Vote was unanimous.

Council Member Rasmussen made a motion seconded by Council Member Fritz to approve the Short Form of Agreement between City of Cody and Morrison-Maierle, Inc for Professional Services for 2020 Cody Sidewalk and Pedestrian Ramp Improvements Project and authorize the mayor to sign and execute all associated documents. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Nielson to approve an agreement and authorize the Mayor sign agreement between the City of Cody and Northwest Rural Water District, relating to Deliver Water. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Baily to approve the Final Plat of the Landing Subdivision. Vote was unanimous.

Resolution 2020-14

A Resolution Supporting an Amendment to the Statutes Relating to the Distribution of Sales Tax. Council Member Ballard made a motion seconded by Council Member Baily to approve Resolution 2020-14. Vote was unanimous.

Council Member Nielson made a motion seconded by Council Member Rasmussen to Table the Agreement for Encroachment License between the City of Cody and Ed Higbie Family Revocable Living Trust contingent upon review and approval by the City Attorney. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:36 p.m.

Mayor, Matt Hall

City Clerk, Cindy Baker



City of Cody Agenda Request Form



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Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to 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 _____

Organization Represented _____

Date you wish to appear before the Council _____

Email Address _____ Telephone (307) 899-1704

Names of all individuals who will speak on this topic _____

Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Location of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) _____

Sheridan Ave to Salsbury Ave and close Rumsey Ave from 15th St to 13th St for parade line-up. Line-up will begin at 1:45pm with parade starting at 2:00pm. It will last until 2:30pm. All recommendations for social distancing and public safety will be followed.

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

Signature *Dyan 2 Semell* _____ Date _____



Event Name _____ Event Date _____

Type of Event: _____

Event Director or Organizer _____ Telephone _____

Address _____ Email _____

Club Affiliation or Sponsor _____ Estimated Number of Participants _____

Course Information: Total closure Partial closure Remain open to traffic *(Check appropriate box(s) (Explain in Event Description))*

I (we) _____ hereby make application for a special permit upon the right-of-way of:

highway _____ between milepost _____ and milepost _____

on _____ between _____ and _____
Date Time Time

I (we) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, in Chapter XXIII rules and regulations of the Wyoming Department of Transportation, and any other applicable regulations, laws or ordinances.

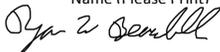
EVENT DESCRIPTION (Attach event map):

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence.

THE PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WYOMING, DEPARTMENT OF TRANSPORTATION AND ITS OFFICERS, AGENTS, EMPLOYEES AND MEMBERS FROM ALL SUITS OR ACTION WHICH MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.

Name (Please Print)



Signature

Date (Minimum of 60 days prior to event)

Address

City, State and Zip

Telephone

Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Name/Title (Please Print)

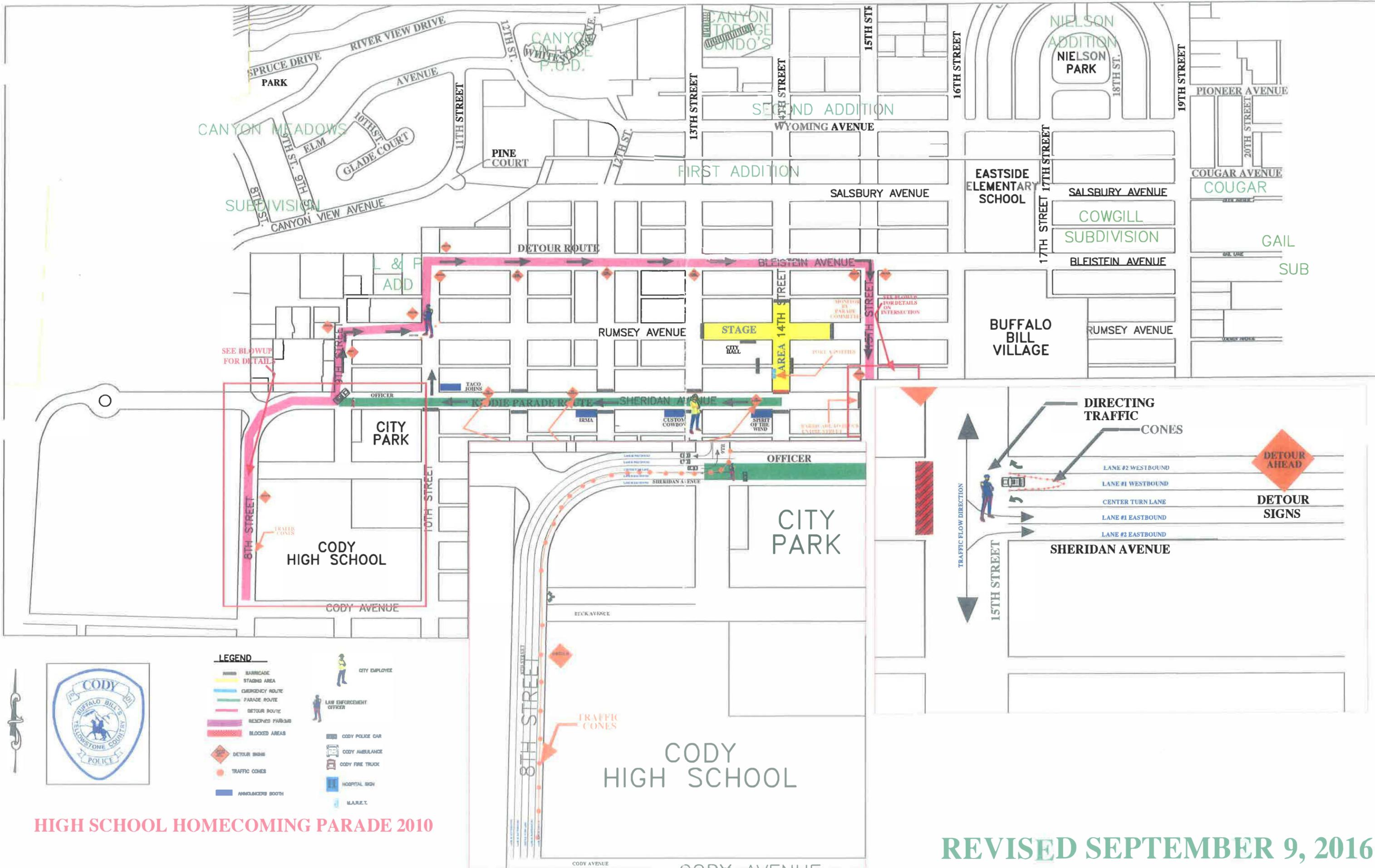
Signature/Title

Date

Address

City, State and Zip

Telephone



- LEGEND**
- BARRICADE
 - STAGING AREA
 - EMERGENCY ROUTE
 - PARADE ROUTE
 - DETOUR ROUTE
 - RESERVED PARKING
 - BLOCKED AREAS
 - DETOUR SIGN
 - TRAFFIC CONES
 - ANNOUNCERS BOOTH
 - CITY EMPLOYEE
 - LAW ENFORCEMENT OFFICER
 - CODY POLICE CAR
 - CODY AMBULANCE
 - CODY FIRE TRUCK
 - HOSPITAL SIGN
 - M.U.R.E.T.

HIGH SCHOOL HOMECOMING PARADE 2010

REVISED SEPTEMBER 9, 2016

MEETING DATE: JULY 21, 2020
DEPARTMENT: PARKS AND RECREATION
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER

COVID-19 Pandemic

ACTION TO BE TAKEN

Authorize the Mayor and City Council to extend rec center memberships for two months. Request must be in writing and requested prior to August 1, 2020. The extension is for current members.

SUMMARY

The extension is a goodwill gesture from the City to our members in order to take care of our member's fitness and wellness. The request must be made in writing to be considered for an extension. This would be extending the time period for this request from the original deadline of July 1, 2020.

FISCAL IMPACT

If all members accept the gesture, the cost would be between \$15,000- \$30,000 in lost revenue. Some members are not accepting the extension due to the financial burden it places on the Rec Center. They understand the importance of the rec center and appreciate the value it brings to the City.

AGENDA ITEM NO. _____

Summer Concerts 10th Street Closure: *REVISED*

CITY COUNCIL ACTION

Staff request that City Council authorize the mayor to close 10th Street for vendors on nights of the summer concert series. Park County Health Department currently allows for 250 spectators. Past concerts typically have 100-200 spectators on concert nights.

SUMMARY OF INFORMATION

Concert series begins July 9th and closes August 27th (Thursday Evenings)

- Signage will be placed on 10th street beginning around 3:00 pm indicating 10th street will be closed for parking starting at 5:00 pm.
- Vendors will be able to access parking on 10th street between 5:00 and 5:30 pm. Barricades will be set up at 5:00 pm, noting that barricades may have to be moved to allow previously parked cars to exit. Cones can be set up as people exit the parking spaces for vendor space.

FISCAL IMPACT

Concerts are a free service to the City of Cody. We receive grants and donations every year to provide the performances. Vendors are charged \$25 for the season.

AGENDA ITEM NO. _____



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Name of person to appear before the Council *****
Brook Grant

Organization Represented Compete for a cause

Date you wish to appear before the Council 7-21-20

Email Address Compete4cause@gmail.com Telephone 307-250-0998

Names of all individuals who will speak on this topic _____

Event Title (if applicable) Compete for a Cause

Date(s) of Event (if applicable) 8-8-20

Location of Event (if applicable) City park - Bandshell

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) _____

See attached

Which City employee(s) have you spoken to about this issue? Kelly Bower

Signature [Signature] Date 7/15/20

Dear City Council,

First, I apologize for the short notice of this request. Compete for a Cause was scheduled to be held at the Wynona Thompson Auditorium, but had to recently change locations due to not having the high school up to fire code in time for the show. Because of the change, we don't have a lot of time. Again, I'm sorry for this. We are now hosting Compete for a Cause at City park and thought it would be a great addition to our show to have food trucks be available.

I am hoping to have at least 6 food trucks there with them being able park along Beck Avenue as well as 10th street if we need more space. If possible, we could block off Beck Avenue and 10th street for that block that covers city park. *

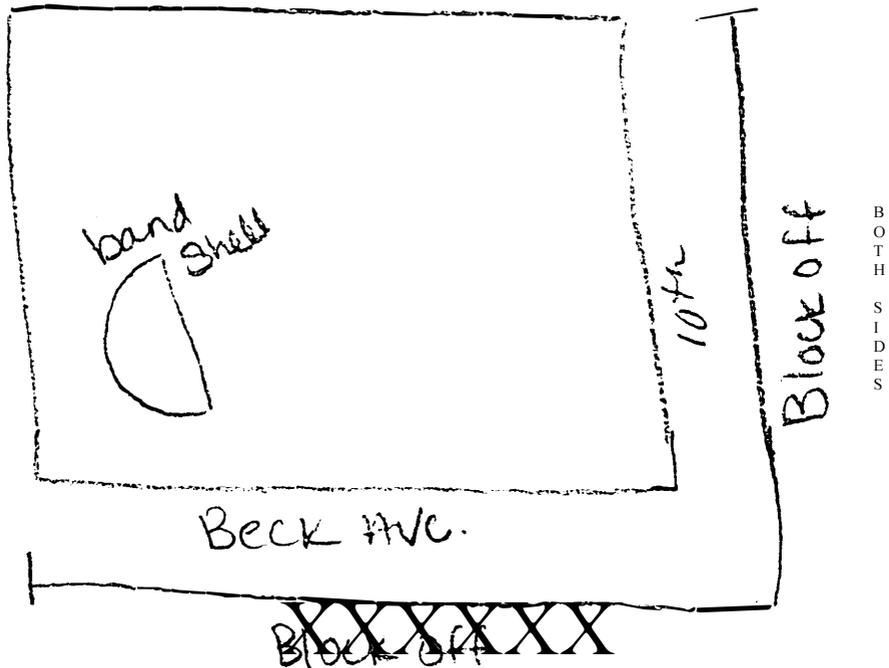
The show will start at 7pm and go until about 9pm. We are requesting a set up time for the food trucks starting at 5pm.

Thank you for considering my request, and thanks for all you guys do for our great community.

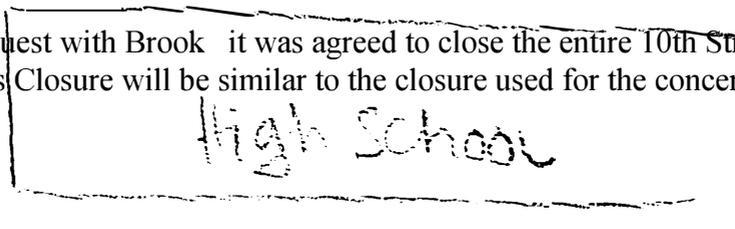
Thank you,

Brook Grant

307-250-0998



Discussing the closure request with Brook it was agreed to close the entire 10th Street versus portion of 10th and Beck Ave. This Closure will be similar to the closure used for the concerts in the park



COMPETE FOR A CAUSE

Compete for a Cause is a talent competition which draws talent from all over the Big Horn Basin to help raise funds for a selected family or group. Last year was a HUGE success, and we are excited to be back for another show! The 2020 Compete for a Cause recipient is Special Olympics Wyoming featuring Emma Foley! Emma Foley is a 16-year-old who loves everything about life. She is the daughter of Tim and Angie Foley. Her family calls her "the light" because she always shines and is a beacon of hope through any darkness. At 6 weeks old, Emma went to Denver Children's Hospital and was diagnosed with a rare liver disease called Biliary Atresia. Emma had her 1st surgery at 7 1/2 weeks of age. Emma has also had other medical needs including heart, ears, on-going liver issues, and more. She's endured more than 40 surgeries and procedures. Emma also has Significant delays in all areas. Her parents were told "she will never walk or talk", however Emma does walk and talk, and she continues to learn and progress. Emma never gives up. Special Olympics is a big part of Emma's life. Each year she participates in swimming, basketball, skiing, snow shoeing, and track. In honor of Emma, 100% of the proceeds from Compete for a Cause will go to Special Olympics Wyoming.





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Name of person to appear before the Council Bill Brown

Organization Represented Park County Search & Rescue

Date you wish to appear before the Council 7/21/2020

Email Address bbrown@parkcountysheriff.net Telephone 307-527-8718

Names of all individuals who will speak on this topic Bill Brown

Event Title (if applicable) Park County Search & Rescue 50th Anniversary

Date(s) of Event (if applicable) 8/1/2020

Location of Event (if applicable) 721 15th St.

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) Closure of 15th Street between Bleistein and Salsbury from Noon to 5pm on August 1st 2020. This will allow more room for a public gathering to celebrate our 50th Anniversary as an organization and also allow the public to tour our facility.

Which City employee(s) have you spoken to about this issue? I have mentioned this to

Police Chief Baker

Signature  Date 7/14/2020

Untitled Map

Write a description for your map.



 PCSAR Headquarters

Diagonal parking

Closed

Closed

Legend

 PCSAR Headquarters



Report Criteria:

Invoice.Detail.Input date = 07/14/2020

Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
AMERICAN WELDING & GAS, INC. (128592)				
	7197013	OXYGEN/ACETYLENE/CYLINDER RENTAL	06/30/2020	67.95
	7197014	CARBON DIOXIDE/CYLINDER RENTAL	06/30/2020	32.55
Total :				100.50
Total AMERICAN WELDING & GAS, INC. (128592):				100.50
ANDERSON, JESSE (132417)				
	70120	REC CENTER REFUND	07/01/2020	42.50
Total :				42.50
Total ANDERSON, JESSE (132417):				42.50
ATCO INTERNATIONAL (127716)				
	10556752	BLOCK BUSTER	06/19/2020	703.00
Total :				703.00
Total ATCO INTERNATIONAL (127716):				703.00
BAILEY ENTERPRISES INCORPORATED (130546)				
	063020	Fuel	07/07/2020	78.82
	063020	Fuel	07/07/2020	547.26
	063020	Fuel	07/07/2020	126.56
	063020	Fuel	07/07/2020	42.19
	063020	Fuel	07/07/2020	1,750.77
	063020	Fuel	07/07/2020	126.56
	063020	Fuel	07/07/2020	63.28
	063020	Fuel	07/07/2020	75.23
	063020	Fuel	07/07/2020	722.43
	063020	Fuel	07/07/2020	438.05
	063020	Fuel	07/07/2020	242.22
	063020	Fuel	07/07/2020	75.80
	063020	Fuel	07/07/2020	122.32
	063020	Fuel	07/07/2020	90.61
	063020	Fuel	07/07/2020	28.38
	063020	Fuel	07/07/2020	27.38
	063020	Fuel	07/07/2020	560.18
	063020	Fuel	07/07/2020	69.25
	063020	Fuel	07/07/2020	727.69
	063020	Fuel	07/07/2020	167.56
	063020	Fuel	07/07/2020	7.29
	063020	Fuel	07/07/2020	1.82
	063020	Fuel	07/07/2020	3.64
	063020	Fuel	07/07/2020	5.47
	063020	Fuel	07/07/2020	13.69
	063020	Fuel	07/07/2020	20.98
	063020	Fuel	07/07/2020	2,510.89
	063020	Fuel	07/07/2020	809.86
	063020	Fuel	07/07/2020	398.22
	063020	Fuel	07/07/2020	100.34
	063020	Fuel	07/07/2020	26.93

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	063020	Fuel	07/07/2020	300.57
	063020	Fuel	07/07/2020	210.86
	063020	Fuel	07/07/2020	300.61
	063020	Fuel	07/07/2020	83.26
	063020	Fuel	07/07/2020	295.43
	063020	Fuel	07/07/2020	21.70
	063020	Fuel	07/07/2020	658.14
Total :				11,852.24
Total BAILEY ENTERPRISES INCORPORATED (130546):				11,852.24
BEACON HILL (131584)				
	73020	CONCERTS IN THE PARK	07/21/2020	600.00
Total :				600.00
Total BEACON HILL (131584):				600.00
BIG HORN REDI-MIX, INC (1190)				
DBA BIG HORN PRECAST	379715	SAND SLURRY	06/12/2020	470.00
Total :				470.00
Total BIG HORN REDI-MIX, INC (1190):				470.00
BORDER STATES INDUSTRIES, INC (1420)				
	920205762	INSOLATED ARMS	06/25/2020	45.00
	920205762	DEAD-END SHOES	06/25/2020	765.53
Total :				810.53
Total BORDER STATES INDUSTRIES, INC (1420):				810.53
C & C WELDING, INC (1690)				
	24345	FLAT IRON	06/15/2020	28.80
Total :				28.80
Total C & C WELDING, INC (1690):				28.80
CARQUEST AUTO PARTS (10200)				
	2874-IC-401838	credit battery l11	06/29/2020	44.16-
	2874-ID-399830	hub cap l10	06/02/2020	4.77
	2874-ID-399832	spark plug ST	06/02/2020	2.33
	2874-ID-399886	filter SC009	06/03/2020	3.14
	2874-ID-399886	hand cleaner	06/03/2020	12.87
	2874-ID-400327	belt l06	06/09/2020	27.38
	2874-ID-400435	battery B16	06/10/2020	96.47
	2874-ID-400515	filters wipers B16	06/11/2020	23.39
	2874-ID-400574	filter separator E04	06/12/2020	30.44
	2874-ID-400574	bearings and seals B16	06/12/2020	84.44
	2874-ID-400743	clamp C05	06/15/2020	9.09
	2874-ID-400795	filter B03	06/16/2020	3.14
	2874-ID-401071	filter C06	06/19/2020	22.36
	2874-ID-401110	priming pump	06/19/2020	269.99
	2874-ID-401274	filter C07	06/22/2020	20.82
	2874-ID-401563	filters l10	06/25/2020	15.14

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	2874-ID-401636	filter C02	06/26/2020	9.79
	2874-ID-401809	fiberglass repair kit I06	06/29/2020	45.72
	2874-ID-401825	battery I11	06/29/2020	44.16
	2874-ID-401839	battery I11	06/30/2020	96.47
	2874-ID-401917	battery I11	06/30/2020	.00
Total :				777.75
Total CARQUEST AUTO PARTS (10200):				777.75
CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509)				
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	275.37
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	126.26
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	137.90
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	103.48
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	1,221.24
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	1,221.24
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	68.74
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	12.47
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	214.11
BLACK HILLS ENERGY	070720	UTILITIES - BLACK HILLS ENERGY	07/07/2020	33.32
Total :				3,414.13
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY (130509):				3,414.13
CITY OF CODY 1 (2261)				
PETTY CASH REIMBURSEMENT - CIT	063020	ELECTRIC EASEMENT	06/30/2020	18.00
PETTY CASH REIMBURSEMENT - CIT	063020	LICENSE PLATE - STREETS	06/30/2020	5.00
PETTY CASH REIMBURSEMENT - CIT	063020	TITLE AND LICENSE PLATES - POLICE	06/30/2020	20.00
PETTY CASH REIMBURSEMENT - CIT	063020	MOBILE APP	06/30/2020	7.27
PETTY CASH REIMBURSEMENT - CIT	063020	TITLE & LICENSE PLATES - PARKS	06/30/2020	20.00
PETTY CASH REIMBURSEMENT - CIT	063020	COURT RECORD COPY	06/30/2020	5.00
PETTY CASH REIMBURSEMENT - CIT	063020	TITLE & LICENSE PLATES - STREETS	06/30/2020	20.00
PETTY CASH REIMBURSEMENT - CIT	063020	RECORD WATER LINE EASEMENT	06/30/2020	24.00
PETTY CASH REIMBURSEMENT - CIT	063020	RECORD WATERLINE EASEMENT	06/30/2020	39.00
PETTY CASH REIMBURSEMENT - CIT	063020	CASH SHORT	06/30/2020	.97
Total :				159.24
Total CITY OF CODY 1 (2261):				159.24
CITY OF POWELL (2280)				
	8	LGI CLASSES	04/29/2020	450.00
Total :				450.00
Total CITY OF POWELL (2280):				450.00
CLARK, RONALD W (131046)				
TOWN TAXI	062920	TIPSY TAXI VOUCHERS	06/29/2020	56.00
Total :				56.00
Total CLARK, RONALD W (131046):				56.00
CODY TREE SURGERY (131773)				
	1533	TREE TRIMMING SHERIDAN AVE	06/17/2020	300.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				300.00
Total CODY TREE SURGERY (131773):				300.00
CODY VETERINARY HOSPITAL (2840)				
	180650	CASE # 20-424	06/12/2020	48.00
Total :				48.00
Total CODY VETERINARY HOSPITAL (2840):				48.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140)				
	63020	Legal Services	07/07/2020	3,384.88
	63020	Legal Services	07/07/2020	345.40
	63020	Legal Services	07/07/2020	759.87
	63020	Legal Services	07/07/2020	759.87
	63020	Legal Services	07/07/2020	828.95
	63020	Legal Services	07/07/2020	828.95
Total :				6,907.92
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC (3140):				6,907.92
CUSTOM GARAGE DOOR LLC (127015)				
	4843	GARAGE DOOR OPENER	06/28/2020	1,065.00
Total :				1,065.00
Total CUSTOM GARAGE DOOR LLC (127015):				1,065.00
D.W. LATIMER, INC (129661)				
	4968	REMOVE CONCRETE 19TH & PIONEER	06/17/2020	355.00
Total :				355.00
Total D.W. LATIMER, INC (129661):				355.00
DANA KEPNER COMPANY (3410)				
	2230580-00	METERS	06/25/2020	5,674.36
	2230911-00	IPEARL	06/25/2020	1,285.74
Total :				6,960.10
Total DANA KEPNER COMPANY (3410):				6,960.10
DONAUGH, AUTUMN (132051)				
	6302020	REIMBURSEMENT - MILEAGE	07/01/2020	28.41
Total :				28.41
Total DONAUGH, AUTUMN (132051):				28.41
EASTMAN, RINDA (129952)				
	032020-1	PERSONAL TRAINER - REC CENTER	07/08/2020	46.55
Total :				46.55

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total EASTMAN, RINDA (129952):				46.55
EBARB, JASON (132425)				
	14.0750.60	REFUND UTILITY DEPOSIT	07/01/2020	137.27
Total :				137.27
Total EBARB, JASON (132425):				137.27
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	40779	CAN LINERS	06/26/2020	71.94
BIG HORN FOOD SERVICES	40789	COFFEE	06/29/2020	274.60
BIG HORN FOOD SERVICES	40789	COFFEE	06/29/2020	54.52
BIG HORN FOOD SERVICES	40845	PRINTER PAPER	06/30/2020	259.00
BIG HORN FOOD SERVICES	40845	PRINTER PAPER	06/30/2020	259.00
Total :				919.06
Total ENNIST III, ROBERT F (131798):				919.06
FARLOW, IRENE (131831)				
DBA: CODY CAB LLC	63020	TIPSY TAXI PROGRAM	06/29/2020	119.00
Total :				119.00
Total FARLOW, IRENE (131831):				119.00
FIRE DISTRICT #2 (131409)				
	070620	FIRE DISTRICT PASS THROUGH FEE	07/06/2020	878.00
Total :				878.00
Total FIRE DISTRICT #2 (131409):				878.00
FOX, SPENCER (132418)				
	70120	REC CENTER REFUND	07/01/2020	84.50
Total :				84.50
Total FOX, SPENCER (132418):				84.50
FREDERICK, LAUREL (131382)				
	70820	RESTITUTION FROM DEBRA HODSON MC-1706-037	07/08/2020	50.00
Total :				50.00
Total FREDERICK, LAUREL (131382):				50.00
GRAINGER (4635)				
	9544424873	CHEMICAL CARTRIDGES	05/28/2020	58.41
Total :				58.41
Total GRAINGER (4635):				58.41
GULCH, CHRIS (132420)				
	14.5270.16	REFUND CREDIT BALANCE FROM DEPOSIT APPLIED ON FINAL BILL	06/30/2020	231.22

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				231.22
Total GULCH, CHRIS (132420):				231.22
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	BHWT PAY APP2	BEACON HILL WATER TANK	07/01/2020	138,202.29
	BHWT PAY APP2	BEACON HILL WATER TANK	07/01/2020	68,069.78
	BHWT RET 2	BEACON HILL WATER TANK	07/01/2020	15,355.81
	BHWT RET 2	BEACON HILL WATER TANK	07/01/2020	7,563.31
	WWTF2 PAY APP 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	109,540.33
	WWTF2 PAY APP 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	33,470.66
	WWTF2 PAY APP 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	9,128.36
	WWTF2 PAY APP 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	152,139.35
	WWTF2 RET 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	12,171.15
	WWTF2 RET 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	3,718.96
	WWTF2 RET 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	1,014.26
	WWTF2 RET 10	WASTEWATER TREATMENT FACILITY PHASE 2	07/07/2020	16,904.37
Total :				567,278.63
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				567,278.63
HOGUE, PETER (132426)				
	2.1250.33	REFUND UTILITY DEPOSIT	07/01/2020	158.60
Total :				158.60
Total HOGUE, PETER (132426):				158.60
HOTSY EQUIPMENT OF WYOMING, INC (131010)				
	3917	WATER PRESSURE REG., VALVE, WATER HOSE SET	06/17/2020	186.00
Total :				186.00
Total HOTSY EQUIPMENT OF WYOMING, INC (131010):				186.00
JONES, AMY (129954)				
	7120	PERSONAL TRAINER - REC CENTER	07/01/2020	199.50
Total :				199.50
Total JONES, AMY (129954):				199.50
KINCHELOE PLUMBING AND HEATING (5750)				
	151984	REPAIR DRINKING FOUNTAIN AT CITY HALL/NICOL MALL	06/15/2020	1,032.73
Total :				1,032.73
Total KINCHELOE PLUMBING AND HEATING (5750):				1,032.73
KITCHEN, SCOTT (129803)				
	63020	REIMBURSEMENT FOR MILEAGE	07/01/2020	37.78
Total :				37.78
Total KITCHEN, SCOTT (129803):				37.78

Secondary Name	Invoice	Description	Invoice Date	Total Cost
KRUBECK, ABBEY (132424)				
	73020	CONCERTS IN THE PARK	07/21/2020	850.00
Total :				850.00
Total KRUBECK, ABBEY (132424):				850.00
KRUBECK, LUCAS (130285)				
	070820	PERSONAL TRAINER	07/08/2020	290.96
Total :				290.96
Total KRUBECK, LUCAS (130285):				290.96
LEISURE IN MONTANA INC (131545)				
	SAL12547-2	POOL REAGENTS	06/15/2020	273.68
	SAL12547-2	POOL REAGEANTS	06/15/2020	273.69
Total :				547.37
Total LEISURE IN MONTANA INC (131545):				547.37
MATA, BRISSA (132427)				
	4.0738.15	REFUND UTILITY DEPOSIT	07/02/2020	64.01
Total :				64.01
Total MATA, BRISSA (132427):				64.01
MERCHANT JT&S (123069)				
	5611	APPRENTISHIP FEES	07/01/2020	1,300.00
Total :				1,300.00
Total MERCHANT JT&S (123069):				1,300.00
MOERIKE, LUCILLE (132419)				
	17.1475.11	REFUND CREDIT FROM EQUAL PAY	07/09/2020	1,000.00
Total :				1,000.00
Total MOERIKE, LUCILLE (132419):				1,000.00
NIZIOLEK, JESSICA (132351)				
	12.0580.23	REFUND UTILITY DEPOSIT	07/06/2020	113.83
Total :				113.83
Total NIZIOLEK, JESSICA (132351):				113.83
NORTHWEST PIPE (7400)				
	7345838	Valve Box Ext 1"	06/29/2020	27.30
	7345838	Valve Box #6 Round Base	06/29/2020	109.46
	7345838	Valve Box Lid	06/29/2020	28.54
	7345838	4" C900, CL 200 PVC pipe	06/29/2020	77.40
Total :				242.70

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total NORTHWEST PIPE (7400):				242.70
ONE-CALL OF WYOMING (127665)				
	56133	ONE - CALL FEES	07/07/2020	36.94
	56133	ONE - CALL FEES	07/07/2020	36.94
	56133	ONE - CALL FEES	07/07/2020	36.94
	56133	ONE - CALL FEES	07/07/2020	36.93
Total :				147.75
Total ONE-CALL OF WYOMING (127665):				147.75
PARK COUNTY (7670)				
	15	LEC CONTRACT - DISPATCH	07/01/2020	223.57
	15	LEC CONTRACT - DISPATCH	07/01/2020	3,800.53
	15	LEC CONTRACT - DISPATCH	07/01/2020	670.68
	15	LEC CONTRACT - DISPATCH	07/01/2020	17,661.27
	15	LEC CONTRACT - CAPITOL EQUIPMENT	07/01/2020	4,520.00
	15	LEC CONTRACT - MAINTENANCE	07/01/2020	1,807.46
	15	LEC CONTRACT - CONSOLE	07/01/2020	39.15
	15	LEC CONTRACT - CONSOLE	07/01/2020	117.46
	15	LEC CONTRACT - CONSOLE	07/01/2020	3,093.14
	15	LEC CONTRACT - UTILITIES	07/01/2020	1,052.18
	15	LEC CONTRACT - CONSOLE	07/01/2020	665.61
Total :				33,651.05
Total PARK COUNTY (7670):				33,651.05
PARK COUNTY ANIMAL SHELTER (5120)				
	70120	ANIMAL SERVICE CONTRACT - JULY 2020	07/01/2020	3,750.00
Total :				3,750.00
Total PARK COUNTY ANIMAL SHELTER (5120):				3,750.00
PARK COUNTY LANDFILL (129053)				
	070120	LANDFILL CHARGES - JUNE 2020	07/01/2020	79,431.88
Total :				79,431.88
Total PARK COUNTY LANDFILL (129053):				79,431.88
PHILLIPS, REBECCA (130933)				
	6302020	REFUND TWO MONTHS REC MEMBERSHIP	06/30/2020	84.50
Total :				84.50
Total PHILLIPS, REBECCA (130933):				84.50
PROFFIT, DOUGLAS J (128647)				
PROFFITS ENTERPRISES LLC	11010	GREYBULL HILL LAWN MOWING	05/31/2020	200.00
PROFFITS ENTERPRISES LLC	11126	HILL MOWING CONTRACT	06/30/2020	1,520.00
Total :				1,720.00
Total PROFFIT, DOUGLAS J (128647):				1,720.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
PYRAMIDE USA, INC (129102)				
	12547	REPAIR CLIMBING WALL	06/30/2020	1,805.00
Total :				1,805.00
Total PYRAMIDE USA, INC (129102):				1,805.00
QUALITY ASPHALT PAVING, INC (125010)				
	2054	PATCH 19TH & PIONEER	07/01/2020	933.75
Total :				933.75
Total QUALITY ASPHALT PAVING, INC (125010):				933.75
REVIC LLC (132421)				
	1.0354.16	REFUND UTILITY DEPOSIT	06/26/2020	250.02
Total :				250.02
Total REVIC LLC (132421):				250.02
RULE STEEL TANKS, INC (129045)				
	0037801-IN	DUMPSTERS	06/29/2020	36,900.00
Total :				36,900.00
Total RULE STEEL TANKS, INC (129045):				36,900.00
SABER PEST CONTROLL LLC (131183)				
	E128	PEST CONTROL - ELECTRIC	07/01/2020	80.00
	P139	PEST CONTROL - PUBLIC WORKS SHOP	06/01/2020	50.00
	P139	PEST CONTROL - PUBLIC WORKS SHOP	06/01/2020	25.00
	P139	PEST CONTROL - PUBLIC WORKS SHOP	06/01/2020	25.00
	P140	PEST CONTROL - PUBLIC WORKS SHOP	07/01/2020	50.00
	P140	PEST CONTROL - PUBLIC WORKS SHOP	07/01/2020	25.00
	P140	PEST CONTROL - PUBLIC WORKS SHOP	07/01/2020	25.00
	R137	PEST CONTROL - RECYCLING/SANITATION	06/02/2020	60.00
	R139	PEST CONTROL - RECYCLING/SANITATION	07/01/2020	60.00
	W139	PEST CONTROL - WASTEWATER DEPT	07/01/2020	50.00
Total :				450.00
Total SABER PEST CONTROLL LLC (131183):				450.00
SAMMONS, TY R (132422)				
SAMMONS EXCAVATION INC	3207	DEMARIS VALVE	06/29/2020	873.00
Total :				873.00
Total SAMMONS, TY R (132422):				873.00
SCHRADER METAL & DESIGN (8980)				
	7196	REPAIRS TO CODY CUPBOARD BUILDING HIT BY RECYCLING CENTER	06/22/2020	960.00
Total :				960.00
Total SCHRADER METAL & DESIGN (8980):				960.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SHEARER, STEVEN M (123465)				
APPLIED GRAPHICS	7330	CONCERTS IN THE PARK BANNERS	06/22/2020	96.00
Total :				96.00
Total SHEARER, STEVEN M (123465):				96.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	070120	SMP WATER PURCHASE -JUNE 2020	07/01/2020	160,886.70
Total :				160,886.70
Total SHOSHONE MUNICIPAL PIPELINE (9130):				160,886.70
STATE LANDS & INVESTMENTS OFFICE (125227)				
	CW157-5	LOAN PAYMENT CW157	05/28/2020	71,363.89
	CW157-5	LOAN PAYMENT CW157	05/28/2020	39,047.94
Total :				110,411.83
Total STATE LANDS & INVESTMENTS OFFICE (125227):				110,411.83
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	15174	OUTSOURCE BILLS	06/26/2020	6.68
ADVANCED INFO SYSTEMS	15174	OUTSOURCE BILLS	06/26/2020	41.30
ADVANCED INFO SYSTEMS	15174	OUTSOURCE BILLS	06/26/2020	37.81
ADVANCED INFO SYSTEMS	15174	OUTSOURCE BILLS	06/26/2020	37.56
ADVANCED INFO SYSTEMS	15174	OUTSOURCE BILLS	06/26/2020	46.66
ADVANCED INFO SYSTEMS	15175	OUTSOURCE BILLS	06/26/2020	15.91
ADVANCED INFO SYSTEMS	15175	OUTSOURCE BILLS	06/26/2020	98.33
ADVANCED INFO SYSTEMS	15175	OUTSOURCE BILLS	06/26/2020	90.03
ADVANCED INFO SYSTEMS	15175	OUTSOURCE BILLS	06/26/2020	89.42
ADVANCED INFO SYSTEMS	15175	OUTSOURCE BILLS	06/26/2020	111.13
ADVANCED INFO SYSTEMS	15187	OUTSOURCE BILLS	07/07/2020	17.79
ADVANCED INFO SYSTEMS	15187	OUTSOURCE BILLS	07/07/2020	109.93
ADVANCED INFO SYSTEMS	15187	OUTSOURCE BILLS	07/07/2020	100.65
ADVANCED INFO SYSTEMS	15187	OUTSOURCE BILLS	07/07/2020	99.97
ADVANCED INFO SYSTEMS	15187	OUTSOURCE BILLS	07/07/2020	124.23
Total :				1,027.40
Total SYSTEMS GRAPHICS INC (129162):				1,027.40
TRIPLE L SALES (9980)				
	2005-502618	SWING PIPE ACCES AND PVC PIPE	05/07/2020	37.96-
	2005-502864	PVC PIPE ACCES	05/11/2020	103.35
	2005-502864	PIPE CUTTER	05/11/2020	13.20
Total :				78.59
Total TRIPLE L SALES (9980):				78.59
U S BANK PURCHASE CARD (129981)				
	070620-2	employee appreciation meal	07/06/2020	12.80
	070620-2	summer positions	07/06/2020	99.20
	070620-2	Plastic pails with sealed lids	07/06/2020	134.85
	070620-2	pool supplies - CO2	07/06/2020	356.39
	070620-2	credit for party city	07/06/2020	10.75-

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	070620-2	calibration test	07/06/2020	70.00
	070620-2	WSI certifications	07/06/2020	222.00
	070620-2	hand holds for climbing wall in pool	07/06/2020	46.99
	070620-2	pool supplies - CO2	07/06/2020	356.39
Total Aquatics:				1,287.87
	070620-1	mini golf pencils	07/06/2020	12.99
	070620-2	Mini golf drill bit	07/06/2020	6.99
	070620-2	soda and water to sell	07/06/2020	35.46
Total Athletics:				55.44
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	54.95
	070620-2	employee appreciation meal	07/06/2020	12.80
	070620-2	community development lock key	07/06/2020	1.79
Total City Facilities:				69.54
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	82.58
	070620-1	GIS Training	07/06/2020	29.99
	070620-2	employee appreciation meal	07/06/2020	15.99
	070620-2	Magnifying Glass to read building and site plans	07/06/2020	24.98
	070620-2	Uniforms for the Building Inspectors	07/06/2020	224.00
Total Community Development:				377.54
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	303.02
	070620-1	inventory scale	07/06/2020	2,180.00
	070620-2	employee appreciation meal	07/06/2020	31.99
	070620-2	random drug testing	07/06/2020	65.00
	070620-2	locating paint	07/06/2020	54.96
	070620-2	nuts /bolts	07/06/2020	31.99
	070620-2	drill bits; welding supplies	07/06/2020	361.16
	070620-2	cutting oil	07/06/2020	11.85
	070620-2	sanding disk	07/06/2020	11.38
	070620-2	locating paint	07/06/2020	147.60
	070620-2	Chop saw blade	07/06/2020	7.48
	070620-2	cable clean	07/06/2020	33.81
	070620-2	ear plugs;safety glasses	07/06/2020	91.14
	070620-2	work gloves	07/06/2020	45.76
	070620-2	work boots	07/06/2020	155.00
	070620-2	drill press; grinder	07/06/2020	1,435.96
	070620-2	wrench set	07/06/2020	129.94
	070620-2	cable cutters;fish tape;voltage testers	07/06/2020	713.29
	070620-2	battery drill; tape measures;adj wrenches	07/06/2020	663.85
	070620-2	vise	07/06/2020	42.50
	070620-2	battery drill	07/06/2020	243.99
	070620-2	crimping die	07/06/2020	90.69
	070620-2	bolts/nuts.	07/06/2020	106.25
	070620-2	8' ground rods	07/06/2020	77.70
Total Electric:				7,036.31
	070620-1	Power Strip	07/06/2020	27.24
	070620-1	advertising - IT position	07/06/2020	25.64
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	54.95
	070620-1	membership	07/06/2020	98.94

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	070620-1	to install plexiglass for street shop	07/06/2020	16.78
	070620-1	gloves for PPE COVID	07/06/2020	68.22
	070620-1	Face Shields - Covid	07/06/2020	74.90
	070620-2	CivicRec Testing	07/06/2020	26.25
	070620-2	CivicRec testing	07/06/2020	159.00
	070620-2	civic rec training	07/06/2020	85.00
	070620-2	civic rec training	07/06/2020	85.00
	070620-2	civic rec training	07/06/2020	274.00
	070620-2	civic rec training	07/06/2020	315.00
	070620-2	Toner	07/06/2020	60.89
	070620-2	Water & snacks for CivicRec meeting	07/06/2020	21.98
	070620-2	FUEL _ WAM JPIC Travel	07/06/2020	26.28
	070620-2	Employee Recognition Picnic (May) supplies	07/06/2020	62.82
	070620-2	employee appreciation meal	07/06/2020	41.57
	070620-2	Grant packet shipping	07/06/2020	12.75
	070620-2	B03 tires	07/06/2020	304.36
	070620-2	meeting expense - meal	07/06/2020	20.07
	070620-2	advertising liquor license, special purpose tax, minutes	07/06/2020	2,236.50
	070620-2	returned part - refund	07/06/2020	276.99-
	070620-2	disposable gloves - covid safety precautions	07/06/2020	9.89
	070620-2	liquid sanitizer - covid - Rec Center additional sanitization requirement	07/06/2020	103.80
	070620-2	Klennex - COVID 19 - supply front desk areas - City Hall, CDD, Shop & Rec Center COVID 19	07/06/2020	155.28
	070620-2	Sneeze guards - City Hall, CDD, Shop & Rec Center COVID 19	07/06/2020	1,313.69
	070620-2	bottles for sanitizer for parade workers COVID purchase	07/06/2020	13.52
	070620-2	advertising liquor license, special purpose tax, minutes	07/06/2020	150.00
Total General Government:				5,567.33
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	688.62
	070620-1	Shop supplies - lube lock	07/06/2020	3.99
	070620-2	employee appreciation meal	07/06/2020	12.80
	070620-2	summer positions	07/06/2020	99.20
	070620-2	Cleaning supplies	07/06/2020	18.77
	070620-2	I06 repairs	07/06/2020	12.48
	070620-2	Tire Repair	07/06/2020	44.50
	070620-2	AFO Training refund	07/06/2020	229.00-
	070620-2	Trees	07/06/2020	3,865.00
	070620-2	rotary flower planting????	07/06/2020	70.00
	070620-2	rotary flower planting	07/06/2020	78.83
	070620-2	for rotary planting flowers	07/06/2020	12.96
	070620-2	Irrigation Repairs - PVC access	07/06/2020	6.77
	070620-2	Irrigation Repairs - PVC access	07/06/2020	5.56
	070620-2	Irrigation Repairs - PVC access	07/06/2020	16.92
	070620-2	Irrigation Repairs - PvVC cement, primer, sealer	07/06/2020	40.96
	070620-2	Irrigation Repairs - PVC access	07/06/2020	127.58
	070620-2	Irrigation Supplies - selonoid & sprayhead	07/06/2020	38.97
	070620-2	Irrigation supplies	07/06/2020	127.67
	070620-2	Mentock Repair - PVC Access	07/06/2020	2.78
	070620-2	Irrigation Repairs - PVC access	07/06/2020	8.24
	070620-2	River View Irrigation repair	07/06/2020	4.99
	070620-2	Irrigation supplies - selonoid, Pop up sprinkler	07/06/2020	583.68
	070620-2	Mentock Repair - PVC Access	07/06/2020	8.54
	070620-2	Greenhouse pump	07/06/2020	109.73
	070620-2	Marking flags, cable ties	07/06/2020	20.90
	070620-2	Shop supplies - hose nozzle	07/06/2020	19.98
	070620-2	Shop Supplies	07/06/2020	19.99

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	070620-2	Plastic pails with sealed lids	07/06/2020	209.62
	070620-2	Gloves	07/06/2020	37.97
	070620-2	adj wrench	07/06/2020	11.79
	070620-2	Splash pad tools	07/06/2020	48.96
Total Parks:				6,129.75
	070620-1	cables (8) (PD)	07/06/2020	75.76
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	688.62
	070620-1	C31 Assoc Dues & Memberships	07/06/2020	100.00
	070620-1	C31 Duty pants C11	07/06/2020	103.98
	070620-1	C06 Car wash	07/06/2020	9.00
	070620-1	C06 Car wash	07/06/2020	9.00
	070620-1	C09 Car wash	07/06/2020	9.00
	070620-1	C04 Car wash	07/06/2020	10.00
	070620-1	plates, cutlery, coffee, water	07/06/2020	171.49
	070620-1	sunscreen \$44.24	07/06/2020	44.24
	070620-1	C18 Uniform embroidery	07/06/2020	22.00
	070620-1	C31 Duty belt & buckle C07	07/06/2020	93.32
	070620-1	C31 Duty boots C05	07/06/2020	126.00
	070620-1	C08 Car wash	07/06/2020	9.00
	070620-1	C14 Tourniquet	07/06/2020	28.00
	070620-1	C14 Uniform purchase	07/06/2020	38.01
	070620-2	employee appreciation meal	07/06/2020	70.38
	070620-2	C16 Car wash	07/06/2020	9.00
	070620-2	C16 Car wash	07/06/2020	9.00
	070620-2	C31 Name plate C16	07/06/2020	22.15
	070620-2	C31 Uniform embroidery C16 \$16.00 C01 \$14.00	07/06/2020	30.00
	070620-2	C16 Uniform cleaning	07/06/2020	11.70
	070620-2	C11 Car wash	07/06/2020	4.19
	070620-2	C31 Repair portable radio C08	07/06/2020	710.92
	070620-2	C12 Car wash	07/06/2020	9.00
	070620-2	C05 Car wash	07/06/2020	9.00
	070620-2	C19 Car wash	07/06/2020	4.25
	070620-2	C18 Car wash	07/06/2020	9.00
	070620-2	C06 Car wash	07/06/2020	9.00
	070620-2	C23 Car wash	07/06/2020	9.00
	070620-2	C23 Car wash	07/06/2020	9.00
	070620-2	C22 Car wash	07/06/2020	3.92
	070620-2	C21 Car wash	07/06/2020	9.00
	070620-2	C24 Car wash	07/06/2020	4.25
	070620-2	C04 Car wash	07/06/2020	9.00
	070620-2	C04 Car wash	07/06/2020	9.00
	070620-2	C07 Car wash	07/06/2020	9.00
	070620-2	C07 Car wash	07/06/2020	9.00
	070620-2	C31 Clasp envelopes for short term evid rm	07/06/2020	42.84
	070620-2	C30 Mail confiscated plates to DMV	07/06/2020	11.61
	070620-2	C03 Evidence to Lab	07/06/2020	10.73
	070620-2	C14 UA to Lab	07/06/2020	10.73
	070620-2	C14 UA to Lab	07/06/2020	10.73
	070620-2	C31 sunscreen - 4th of July Events	07/06/2020	66.00
	070620-2	C31 Duty shirt & pants C12	07/06/2020	142.46
	070620-2	C31 Duty boots, badge holder, flashlight C04	07/06/2020	279.38
	070620-2	C31 Custom Vest Carriers for C05, C18, C22, C25 \$275 ea	07/06/2020	1,100.00
	070620-2	C31 Radio adapter - inventory	07/06/2020	35.00
	070620-2	C31 Duty sunglasses C24	07/06/2020	89.00
	070620-2	C31 Duty flashlight, patrol bag, duty boots C24	07/06/2020	290.93
	070620-2	C31 Duty belt C12	07/06/2020	46.57

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	070620-2	C31 Duty flashlight holster C12	07/06/2020	16.27
	070620-2	undershirts, flashlight holster C12 \$65.38	07/06/2020	65.38
	070620-2	C19 Duty sunglasses & shirt	07/06/2020	134.77
	070620-2	C18 Uniform purchase	07/06/2020	111.53
	070620-2	C21 Mag pouch	07/06/2020	27.58
	070620-2	C17 Uniform embroidery	07/06/2020	45.00
	070620-2	Long gun safe	07/06/2020	350.26
	070620-2	C31 DOJ Vest Grant - C13 Wilshusen	07/06/2020	886.00
	070620-2	C31 Business cards C08	07/06/2020	43.27
	070620-2	C31 Hanging folders	07/06/2020	32.97
	070620-2	C08 Video evidence to Gillette PD - Case# 20-467	07/06/2020	10.32
	070620-2	C08 Mag/cuff combo	07/06/2020	108.50
	070620-2	C08 Duty holster	07/06/2020	63.97
	070620-2	C14 Duty belt	07/06/2020	72.00
	070620-2	C14 Duty flashlight holder x2	07/06/2020	65.00
	070620-2	C14 Duty pants	07/06/2020	53.22
	070620-2	C14 Duty shirt	07/06/2020	52.75
Total Police:				6,790.95
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	633.67
	070620-1	Hyd hose cut off wheel	07/06/2020	160.36
	070620-1	Hyd hose cut off wheel	07/06/2020	479.94
	070620-1	Water and coolers for parade	07/06/2020	44.48
	070620-2	employee appreciation meal	07/06/2020	28.79
	070620-2	Return wrong part	07/06/2020	352.78-
	070620-2	Filter F04	07/06/2020	35.14
	070620-2	Training materials - reference book for storm water	07/06/2020	22.65
	070620-2	Keypad / Security door lock for Community Development Door-City Hall	07/06/2020	200.00
	070620-2	Dell Pro Slim Briefcase (PWD)	07/06/2020	23.99
	070620-2	Epoxy, Sheridan ave sidewalks	07/06/2020	45.98
	070620-2	Epoxy, Sheridan ave sidewalks	07/06/2020	31.58
	070620-2	Epoxy for medallions on sheridan ave	07/06/2020	54.04
	070620-2	Return	07/06/2020	28.61-
	070620-2	Epoxy sheridan ave sidewalks	07/06/2020	67.47
	070620-2	Painting supplies	07/06/2020	381.57
	070620-2	Painting supplies	07/06/2020	428.05
	070620-2	advertising liquor license, special purpose tax, minutes	07/06/2020	129.00
	070620-2	Mason mix	07/06/2020	9.09
	070620-2	Trimmer line	07/06/2020	19.99
	070620-2	Safety vests	07/06/2020	46.31
	070620-2	Safety vests	07/06/2020	46.92
	070620-2	Concrete grinding wheel	07/06/2020	39.99
	070620-2	Hose reel assembly	07/06/2020	784.35
Total Public Works:				3,331.97
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	54.95
	070620-1	spotify	07/06/2020	9.99
	070620-1	eyebolts for banner for concerts	07/06/2020	7.45
	070620-2	employee appreciation meal	07/06/2020	41.59
	070620-2	summer positions	07/06/2020	99.20
	070620-2	repair washing machine	07/06/2020	8.97
	070620-2	indoor cycling association	07/06/2020	119.00
	070620-2	Food	07/06/2020	200.00
	070620-2	Runner's Stampede mailing	07/06/2020	19.14
	070620-2	random drug testing	07/06/2020	45.00
	070620-2	keys for bandshell	07/06/2020	3.58

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	070620-2	kidz programs	07/06/2020	145.00
	070620-2	kidz programs	07/06/2020	222.88
	070620-2	kidz programs	07/06/2020	165.00
	070620-2	kidz programs	07/06/2020	89.86
	070620-2	mailing shirts for Runner's Stampede	07/06/2020	24.38
	070620-2	equipment repairs	07/06/2020	52.56
	070620-2	rec center general ads	07/06/2020	250.00
	070620-2	advertising rec center	07/06/2020	622.00
Total Recreation Center:				2,180.55
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	303.02
	070620-1	propane	07/06/2020	1.09
	070620-1	Shop towels, fitting, latex gloves	07/06/2020	68.86
	070620-1	boots, Edwards	07/06/2020	180.00
	070620-1	Boots, Fairman	07/06/2020	150.00
	070620-1	Boots, Chenoweth	07/06/2020	185.00
	070620-1	propane	07/06/2020	20.64
	070620-2	employee appreciation meal	07/06/2020	25.59
	070620-2	outdoor bulbs	07/06/2020	76.29
	070620-2	C01 part return	07/06/2020	250.00
	070620-2	C07 repairs	07/06/2020	414.96
	070620-2	C07 repairs	07/06/2020	431.71
	070620-2	C06 brake parts	07/06/2020	1,202.34
	070620-2	drinking water	07/06/2020	10.00
	070620-2	drinking water	07/06/2020	8.97
	070620-2	recharge fire extinguisher	07/06/2020	23.00
	070620-2	propane	07/06/2020	1.10
	070620-2	propane	07/06/2020	1.76
	070620-2	propane	07/06/2020	1.94
	070620-2	adhesive	07/06/2020	15.98
	070620-2	gloves	07/06/2020	86.11
	070620-2	Boots, Richards	07/06/2020	164.99
	070620-2	vest, nahlen	07/06/2020	155.00
	070620-2	post driver	07/06/2020	33.99
	070620-2	propane	07/06/2020	20.90
	070620-2	propane	07/06/2020	33.34
	070620-2	propane	07/06/2020	36.80
	070620-2	nitrile gloves	07/06/2020	16.98
	070620-2	gloves	07/06/2020	86.11
Total Solid Waste:				3,506.47
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	137.85
	070620-2	employee appreciation meal	07/06/2020	9.60
	070620-2	random drug testing	07/06/2020	32.50
	070620-2	6/30 meeting	07/06/2020	46.39
	070620-2	6/30 meeting	07/06/2020	15.75
	070620-2	root cutter parts	07/06/2020	943.05
	070620-2	vac clamps	07/06/2020	49.98
	070620-2	repair parts - mesh screen; PVC ball valve	07/06/2020	80.97
	070620-2	tape and oil	07/06/2020	7.77
	070620-2	rope	07/06/2020	28.98
	070620-2	rope	07/06/2020	40.76
	070620-2	Distilled water for Lab	07/06/2020	75.20
	070620-2	Shipping camera reel	07/06/2020	127.69

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total Wastewater:				1,596.49
	070620-1	cleaner/disinfectant	07/06/2020	17.98
	070620-1	Vehicle Maintenance Software Upgrade and OnBoard	07/06/2020	137.85
	070620-1	gravel - Prince Hangar	07/06/2020	70.00
	070620-2	employee appreciation meal	07/06/2020	15.99
	070620-2	random drug testing	07/06/2020	32.50
	070620-2	B36 tailgate bushings	07/06/2020	31.98
	070620-2	6/30 meeting	07/06/2020	46.38
	070620-2	6/30 meeting	07/06/2020	15.75
	070620-2	Patch BNDX	07/06/2020	17.98
	070620-2	tracer wire	07/06/2020	73.33
	070620-2	repair parts - PVC pipe	07/06/2020	26.19
	070620-2	tapping saddle, brass unions	07/06/2020	135.24
	070620-2	curb lids, brass couplers	07/06/2020	257.50
	070620-2	tapping saddle	07/06/2020	86.00
	070620-2	poly pipe	07/06/2020	25.00
	070620-2	galv coupler	07/06/2020	17.58
	070620-2	galvanized fittings	07/06/2020	100.68
	070620-2	repair kits, parts	07/06/2020	142.89
	070620-2	tracer wire	07/06/2020	78.84
	070620-2	CO2	07/06/2020	54.86
	070620-2	sample shipping	07/06/2020	53.65
	070620-2	RW repair parts	07/06/2020	23.35
	070620-2	brass order	07/06/2020	1,610.96
	070620-2	repair parts	07/06/2020	29.74
	070620-2	poly pipe	07/06/2020	25.00
	070620-2	CO2	07/06/2020	54.86
	070620-2	tools for raw water	07/06/2020	18.99
Total Water:				3,201.07
Total U S BANK PURCHASE CARD (129981):				41,131.28
VALHALLA WELDING (132428)				
OR WHITAKER, DEREK	14.3513.10	REFUND UTILITY DEPOSIT	07/06/2020	162.14
Total :				162.14
Total VALHALLA WELDING (132428):				162.14
VAN AUKEN, TRUTH (131597)				
	07082001	PERSONAL TRAINER	07/08/2020	182.25
Total :				182.25
Total VAN AUKEN, TRUTH (131597):				182.25
WESCO RECEIVABLES CORP (131137)				
WESCO DBA:WESCO/KVA/MODERN	498064	GUY WIRE STRAIN	06/24/2020	435.00
Total :				435.00
Total WESCO RECEIVABLES CORP (131137):				435.00
WYOMING ASSOCIATION OF MUNICIPALITIES (10770)				
	16569	WAM DUES	07/01/2020	12,242.02

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				12,242.02
Total WYOMING ASSOCIATION OF MUNICIPALITIES (10770):				12,242.02
WYOMING CHILD SUPPORT (132047)				
	071020	Garnishment	07/10/2020	225.23
Total :				225.23
Total WYOMING CHILD SUPPORT (132047):				225.23
WYOMING MUNICIPAL POWER AGENCY (10920)				
	072520	POWER PURCHASE - JUNE 2020	07/01/2020	600,242.24
	072520	POWER PURCHASE - JUNE 2020	07/01/2020	60,516.60
Total :				660,758.84
Total WYOMING MUNICIPAL POWER AGENCY (10920):				660,758.84
Grand Totals:				1,759,549.47

Report GL Period Summary

GL Period	Amount
06/20	1,583,063.16
07/20	176,486.31
Grand Totals:	1,759,549.47

Vendor number hash: 8144734
 Vendor number hash - split: 54128088
 Total number of invoices: 103
 Total number of transactions: 495

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	1,759,549.47	.00	1,759,549.47
Grand Totals:	1,759,549.47	.00	1,759,549.47
		Payroll 07/08/20	287,981.74
			2,047,531.21

Report Criteria:

Invoice Detail.Input date = 07/14/2020
 Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: JULY 21, 2020

DEPARTMENT: PUBLIC WORKS –WASTEWATER

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Contract between Wyoming Department of Health and City of Cody for wastewater sampling and COVID testing

ACTION TO BE TAKEN

Approve the Contract between Wyoming Department of Health and City of Cody for wastewater sampling and COVID testing, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The Wyoming Department of Health (DOH) has developed a program to promote influent wastewater sampling at wastewater treatment facilities (WWTF's) around the state, and provide laboratory testing for COVID genetic material in the samples collected. The City of Cody had previously worked with the Park County Health Officer, Dr. Aaron Billin, to sample wastewater influent at the Cody WWTF, and had utilized a private laboratory to perform the testing. With approval of this contract, City Staff in the wastewater division would continue to collect wastewater influent samples twice per week, and submit them to the DOH laboratory for testing at no cost to the City or County Health Officer.

Additional terms of the contract that are beneficial to the City include:

- Reimbursement of up to \$4,000 for the purchase of a composite wastewater sampler. The City has already purchased a sampler at a cost of approximately \$9,600, and was working with Dr. Billin for reimbursement of that cost through the Health Officer's COVID funding sources. This contract will allow the City to be reimbursed \$4,000 from DOH, and the remaining \$5,600 would still be sought for reimbursement from the County Health Officer.
- Payment for wastewater samples collected by City Staff at \$300 per sample. The DOH has included this provision in the contract to help defer the time spent by City Staff on this task, and offset any regular or overtime hours that may be required each week. It is anticipated that the Wastewater Enterprise fund will utilize these payments from DOH by placing them in the Fund's unrestricted reserves, and may seek later approval to use this money for (1) salaries and benefits in the wastewater division if overages occur, and (2) new and/or upgraded wastewater laboratory equipment.

City Council approval of this agreement will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT

The proposed agreement has no direct cost to the City, but will require the use of City Staff time to complete the wastewater sampling required. The agreement does include revenue potential of \$4,000 for reimbursement of the previous purchase of a composite wastewater sampler, and up to \$24,000 for successful sampling and submittal of samples on a weekly basis.

ATTACHMENTS

1. Contract between the Wyoming Department of Health and City of Cody

AGENDA & SUMMARY REPORT TO:

None.

AGENDA ITEM NO. _____

**CONTRACT BETWEEN
WYOMING DEPARTMENT OF HEALTH
AND
THE CITY OF CODY**

1. **Parties.** The parties to this Contract are the Wyoming Department of Health (Agency), whose address is: 401 Hathaway Building, Cheyenne WY 82001, and the City of Cody (Contractor), whose address is: 1338 Rumsey Avenue, Cody WY 82414.
2. **Purpose of Contract.** The purpose of this Contract is to set forth the terms and conditions by which the Contractor shall provide routine samples of well-mixed untreated wastewater to the Agency's testing contractor, in order to facilitate wide-scale epidemiological surveillance of severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).
3. **Term of Contract.** This Contract is effective when all parties have executed it (Effective Date). The term of the Contract is from Effective Date through June 30th, 2021. All services shall be completed during this term.

This Contract may be extended twice by agreement of both parties in writing and subject to the required approvals. There is no right or expectation of extension and any extension will be determined at the discretion of the Agency.

4. **Payment.**
 - A. The Agency agrees to pay the Contractor for the services described in Section 5 below. Total payment under this Contract shall not exceed twenty eight thousand dollars (\$28,000).
 - B. For wastewater samples that meet the sampling and packaging criteria described in Section 5 and are received before December 1st, 2020, Contractor shall be paid at a rate not to exceed three hundred dollars per sample. Total payment for these samples shall not exceed (\$14,000.00). With the exception of the last payment, which shall be made on or before December 30th, 2020, payment shall be made within forty-five (45) days of the end of each month, with testing logs maintained by Agency serving as invoices.
 - C. If, based on the testing records maintained by the Agency, the Contractor successfully submits at least one (1) sample per week between the Effective Date and December 15th, 2020, the Agency shall pay the Contractor a lump sum not to exceed ten thousand dollars (\$10,000) on or before December 30th, 2020.
 - D. The Agency agrees to reimburse the Contractor up to four thousand dollars (\$4,000) for recent (no earlier than six (6) months prior to the Effective Date) purchase of equipment required to conduct reliable twenty-four (24) hour composite sampling. The Agency agrees to make this payment within forty-five (45) days after:
 - (i) Contractor submits proof of purchase of the composite sampling

equipment, to include sufficient detail to demonstrate equipment is capable of carrying out the required sampling; and,

- (ii) After the first two (2) samples collected by the equipment have been submitted to the Agency.
- E. Unless otherwise provided herein, no payment shall be made for work performed before the Effective Date of this Contract. Should the Contractor fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Contractor performs its duties and responsibilities to the satisfaction of Agency.
- F. Except as otherwise provided in this Contract, the Contractor shall pay all costs and expenses, including travel, incurred by Contractor or on its behalf in connection with Contractor's performance and compliance with all of Contractor's obligations under this Contract.

5. Responsibilities of Contractor. The Contractor agrees to:

- A. Provide the Agency basic information about the Contractor's sewer system upon execution of this Contract, to include:
 - (i) Location, in latitude and longitude, of the sampling site(s);
 - (ii) Approximate size of the sewer system(s) feeding into the sampling site(s), in terms of population served and square miles covered;
 - (iii) Historical monthly average, minimum and maximum flow rates for each sewer system(s);
 - (iv) The average time differential between peak demand (e.g. 6-8 am) and peak diurnal flow at the sampling site(s).
- B. Collect no more than three (3) twenty-four (24) hour composite samples of raw, untreated sewage influent per site each week during the Contract term. The period between the end of sampling and the beginning of the next sample shall be at least twenty-four (24) hours. Flow-proportionate samples are preferred.

In order to spread out demand on the designated laboratory, the Agency may specify sample collection days for the Contractor. Each sample shall be:

- (i) Collected in or transferred to three (3) fifty (50) milliliter vials, supplied by the Agency, for a total volume of one-hundred-and-fifty (150) milliliters of raw influent.
- (ii) Clearly labeled with wastewater entity, location, date and time of

collection, total gallons of sewage ambient wastewater temperature at time of collection, and total flow that the sample represents;

(iii) Refrigerated both during and after collection. Samples collected on Friday, Saturday or Sunday may be refrigerated over the weekend and sent in on Monday.

C. Use the sampling kit and billable shipping labels provided by the Agency to ensure each sample is received by the Agency-designated laboratory the morning after collection (with the exception of Friday/Saturday/Sunday samples, which per Section B (iii) may be held under refrigeration over the weekend), using FedEx Priority Overnight.

D. Retain, and maintain in operable condition, any sampling equipment reimbursed by the Agency for a period of at least two (2) years after purchase date. This provision shall survive the expiration or termination of this Contract.

6. **Responsibilities of Agency.** The Agency agrees to:

A. Pay Contractor in accordance with Section 4 above.

B. Make wastewater testing results publicly available, once laboratory testing and statistical interpretation procedures are validated.

C. Provide Contractor with billable return labels, to be used to ship samples to the designated laboratory at no cost to the Contractor.

D. Provide the Contractor with sample packaging supplies.

7. **General Provisions.**

A. **Amendments.** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed by all parties to this Contract.

B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Contract shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Contract as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

C. **Assignment Prohibited and Contract Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the other party. The Contractor shall not use this Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

- D. Availability of Funds.** Each payment obligation of the Agency is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Contract, the Contract may be terminated by the Agency at the end of the period for which the funds are available. The Agency shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Agency in the event this provision is exercised, and the Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.
- E. Certificate of Good Standing.** The Contractor shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that Contractor is authorized to conduct business in the State of Wyoming, if required (i.e., the Contractor is a private, non-governmental entity), before performing work under this Contract. Contractor shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Contract.
- F. Compliance with Laws.** The Contractor shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Contract.
- G. Entirety of Contract.** This Contract, consisting of eight (8) pages, represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- H. Ethics.** Contractor shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*) and any and all ethical standards governing Contractor's profession.
- I. Extensions.** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Agency and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Contract or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Contract.
- J. Force Majeure.** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits

delay in performance to that required by the event, and takes all reasonable steps to minimize delays.

- K. Indemnification.** Each party to this Contract shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- L. Independent Contractor.** The Contractor shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on behalf of the State of Wyoming or the Agency. The Contractor agrees that no health or hospitalization benefits, workers' compensation, unemployment insurance, or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents or employees as a result of this Contract.
- M. Nondiscrimination.** The Contractor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Contract.
- N. Notices.** All notices arising out of, or from, the provisions of this Contract shall be in writing either by regular mail or delivery in person at the addresses provided under this Contract.
- O. Prior Approval.** This Contract shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Contract has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- P. Insurance Requirements.** Contractor is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. § 1-42-201, *et seq.*, and shall

provide a letter verifying its participation in the WARM or LGLP to the Agency.

- Q. Severability.** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- R. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Agency expressly reserve sovereign immunity by entering into this Contract and the Contractor expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Contract shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- S. Taxes.** The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- T. Termination of Contract.** This Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. This Contract may be terminated by the Agency immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract.
- U. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties, and obligations contained in this Contract shall operate only between the parties to this Contract and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.
- V. Time is of the Essence.** Time is of the essence in all provisions of this Contract.
- W. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Contract.
- X. Waiver.** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- Y. Counterparts.** This Contract may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts

together shall constitute one and the same Contract. Delivery by the Contractor of an originally signed counterpart of this Contract by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

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9. **Signatures.** The parties to this Contract, either personally or through their duly authorized representatives, have executed this Contract on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Contract.

The Effective Date of this Contract is the date of the signature last affixed to this page.

AGENCY:
Wyoming Department of Health

Michael A. Ceballos

Date

CONTRACTOR:
City of Cody

Matt Hall, Mayor

Date

Attest:

Cynthia D. Baker, Administrative Services Officer

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM



Bobbi K. Owen, Assistant Attorney General



Date

MEETING DATE: JULY 21, 2020

DEPARTMENT: PUBLIC WORKS – WATER & WASTEWATER

PREPARED BY: PHILLIP M. BOWMAN, P.E.

PRESENTED BY: PHILLIP M. BOWMAN, P.E.

AGENDA ITEM SUMMARY REPORT

Approval of Wyoming Water and Wastewater Mutual Aid and Assistance Agreement for City of Cody participation in WYOWARN

ACTION TO BE TAKEN

Approve the Wyoming Water and Wastewater Mutual Aid and Assistance Agreement for City of Cody participation in the Wyoming Water and Wastewater Agency Response Network, and authorize the Mayor to sign and execute all associated documents.

SUMMARY OF INFORMATION

The Wyoming Water and Wastewater Agency Response Network (WYOWARN) is a group of Wyoming water and wastewater utilities that cooperatively prepare for utility disaster and/or catastrophic events through the sharing of resources and expertise. As described in the WYOWARN Information Brochure attached, the program is mutually beneficial for all participants, and involves cost only when a utility operator requests and receives assistance during an event. City Staff has reviewed the program, and recommends that the City's water and wastewater divisions be approved to join the network.

City Council approval of this agreement will be subject to final approval of all associated documents by the City Attorney prior to execution by the Mayor.

FISCAL IMPACT

There is no direct cost to the Water Enterprise Fund or Wastewater Enterprise fund. If a disaster or catastrophic failure event were to occur in the City's water or wastewater operations, the City would be allowed to call for assistance from other WYOWARN members, and would be responsible for the cost associated with that assistance.

ATTACHMENTS

1. WYOWARN Information Brochure and Wyoming Water and Wastewater Mutual Aid and Assistance Agreement

AGENDA & SUMMARY REPORT TO:

None.

AGENDA ITEM NO. _____

Join WYOWARN!

1. Visit www.wyowarn.org
2. Click on the “Become a WYOWARN member today!” (icon on the left)
3. Download the Wyoming Mutual Aid and Assistance Agreement
4. Obtain necessary permissions to sign the Mutual Aid Agreement
5. Sign and return the agreement to:

Wyoming Assn of Rural Water Systems
PO Box 1750 Glenrock, WY 82637
or e-mail a scanned copy to:
markp@warws.com



Learn more

Visit:

www.WYOWARN.org

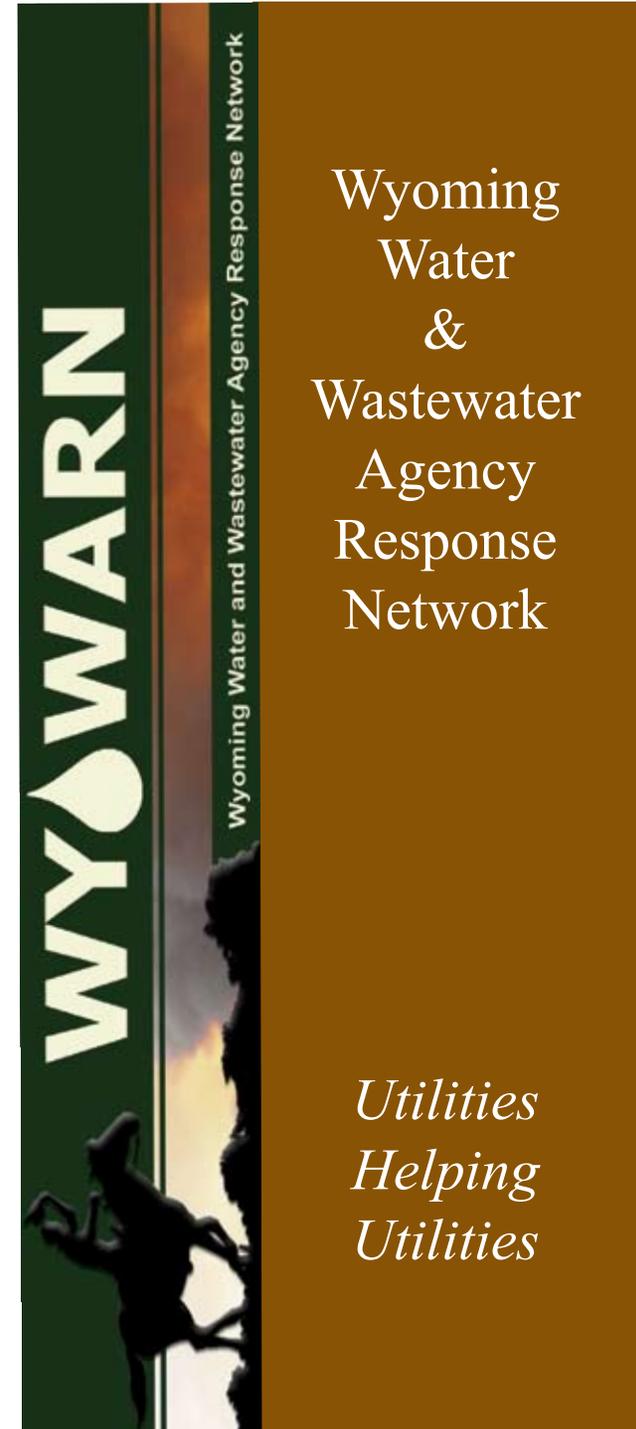
www.NationalWarn.org

Or contact a local coordinator
(See inside)



WYOWARN MEMBERS

Town of Baggs
Town of Bairoil
Town of Bear River
Town of Big Piney
City of Buffalo
Town of Burlington
Town of Burns
City of Casper
City of Cheyenne
Town of Dixon
City of Douglas
Town of Elk Mountain
Town of Encampment
City of Gillette
Town of Glenrock
City of Green River
Town of Hanna
Town of Hartville
Kemmerer/Diamondville JPB
City of Lander
Town of Lovell
Town of Meeteetse
Natrona County Int'l Airport
Nordic Ranches Water, LLC
Town of Opal
Town of Pine Bluffs
Town of Pine Haven
Town of Pinedale
City of Riverton
Town of Rock River
Town of Rolling Hills
Shoshone Municipal Pipeline
Sierra Madre Water & Dewer District
South Cheyenne W&SD
South of Laramie W&SD
City of Sundance
Town of Superior
City of Torrington
Wardwell Water & Sewer District
Town of Wheatland
White Mountain W&SD



WYOWARN is a group of Wyoming water and wastewater utilities that cooperatively prepare for the next natural or man-made disaster by bridging political and jurisdictional boundaries through training, protocols and agreements so that utilities can respond to disasters by sharing personnel, tools and equipment.

Why do we need WYOWARN?

Water and wastewater systems provide for public health, sanitation and safety. When water and wastewater systems fail, the well-being of communities quickly deteriorates.

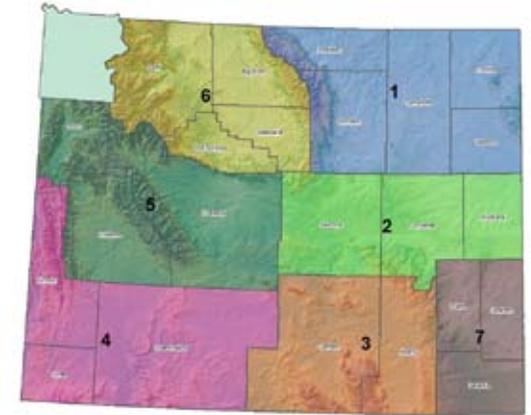
Without clean water and ways to remove and treat wastewater, communities become susceptible to disease and illness. The lack of water constrains emergency services such as medical response and fire fighting. In these conditions, people become frustrated and fearful.

Restoring service restores hope and the ability of a community to respond to natural or man-made disasters. Neighboring utilities already have the trained staff familiar with Wyoming Water Quality Rules and Regulations. They are familiar with western water systems and already prepared for and accustomed to Wyoming weather. They already have the specialized equipment needed for testing, pumping, or repairs and may have backup supplies of pipe, valves, chemicals, generators, etc., readily available.

While it is already the Wyoming way to lend a hand to our neighbors when they need it, having procedures and responsibilities spelled out ahead of time prepares us for the day when we need it. That is what **WYOWARN** is about, preparing utilities to help each other in the event of an emergency.

REGIONAL COORDINATORS

- 1. Gillette**
Diane Monahan *dianem@gillettewy.gov*
Mike Jundt *mikej@gillettewy.gov*
(307) 686-5276
- 2. Casper**
Clint Conner *cconner@casperwy.gov*
(307) 235-8360
Megan Lockwood *mlockwood@casperwy.gov*
(307) 258-1232 (307) 235-8477
- 3. Baggs**
Michelle Christopher *mchristopher@warws.com*
(307) 259-8239
Saratoga
Chuck McVey *cmcvey@saratogawyo.org*
(307)-329-5807
- 4. Green River**
Jason Palmer *jpalmer@cityofgreenriver.org*
(307) 872-0548
Holden Wright *hwright@cityofgreenriver.org*
(307) 872-0524
- 5. Lander**
Shane White *fsuboy72@yahoo.com*
(307) 332-4291
Riverton
Millie Hoffman *rivwtp@rivertonwy.gov*
(307)-857-6891; (307) 850-6204
- 6. Cody**
Craig Barsness *smp@wyoming.com*
(307) 527-6492
Burlington
Lee Allen *burlingtonwater@tctwest.net*
(307) -272-0534
- 7. Cheyenne**
Marshall Payne *mpayne@cheyennebopu.org*
(307) 637-6472
Torrington
Tom Troxel *ttroxel@torringtonwy.gov*
(307) 532-2012



WYOWARN CHAIRS

Krista Johnston, Chair

Office: (307) 235-7535

Cell: (208) 220-1579

E-mail: kjohnston@cityofcasperwy.com

Mark Pepper, Vice Chair

Office: (307) 436-8636

Cell: (307) 259-6903

E-mail: markp@warws.com

Kathy Weinsaft, Secretary

Office: (307) 436-8636

Cell: (307) 262-3943

E-mail: kweinsaft@warws.com

Wyoming Association of Rural Water
Systems Administering Agency for
WYOWARN

Phone: (307) 436-8636



Wyoming Water and Wastewater Mutual Aid and Assistance Agreement

AGREEMENT

This Agreement is made and entered into by public and private Water and Wastewater Utilities that have, by executing this Agreement, manifested their intent to participate in an intrastate program for mutual aid and assistance.

This Agreement is authorized under the Wyoming Homeland Security Act, Wyoming Statute §19-13-109, which requires that local coordinators in collaboration with other public and private agencies within this state develop mutual aid arrangements for aid and assistance in case of disaster of extreme nature or that is too great to be dealt with unassisted.

ARTICLE I PURPOSE

Recognizing that emergencies may require assistance in the form of personnel, equipment, and supplies from outside the area of impact, the Water and Wastewater utilities established this Intrastate Program for Mutual Aid and Assistance. Through the Wyoming Water and Wastewater Mutual Aid and Assistance Program, Members may coordinate response activities and share resources during emergencies or events too great to be dealt with unassisted. This Agreement sets forth the procedures and standards for the administration of the Wyoming Water and Wastewater Mutual Aid and Assistance Program.

ARTICLE II DEFINITIONS

- A. Authorized Official - An employee(s) of a Member that is authorized by the Member's governing board or board of directors to
 - a. Request assistance;
 - b. Offer assistance;
 - c. Refuse to offer assistance; or
 - d. Withdraw assistance.
- B. Emergency - A natural or manmade event that is, or is likely to be, too great to be dealt with by the services, personnel, equipment, and facilities of a Water or Wastewater Utility unassisted.
- C. Member - Any public or private Water or Wastewater Utility that manifests its intent to participate in the Wyoming Water and Wastewater Mutual Aid and Assistance Program by executing this Agreement.
- D. National Incident Management System (NIMS) - A national, standardized approach to incident management and response that sets forth uniform processes and procedures for emergency response operations.

- E. Period of Assistance - A specified period of time when a Responding Member assists a Requesting Member. The period commences when personnel, equipment, or supplies depart from a Responding Member's facility and ends when the resources return to their facility (portal to portal). All protections identified in the agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.
- F. Requesting Member - A Member who requests assistance under this Agreement.
- G. Responding Member - A Member that responds to a request for assistance under this Agreement.
- H. WYOWARN - Wyoming Water/Wastewater Agency Response Network. A network of Members.

ARTICLE III
ADMINISTRATION

The Wyoming Water and Wastewater Mutual Aid and Assistance Agreement will be administered through a Statewide Committee consisting of a Chair, Vice-Chair, Secretary and up to eight (8) Regional Coordinators. The Statewide Committee shall organize itself from its membership and elect the Chair, Vice-Chair, Secretary and Regional Coordinators. The Statewide Committee is elected by Member Utilities. Three (3) committee members shall be appointed for a term of one (1) year, Three (3) for a term of two (2) years, Three (3) for a term of three (3) years and two (2) for a term of four (4) years. Thereafter, each statewide committee member shall be appointed for a term of four (4) years.

The state is divided into regions consistent with the Wyoming Office of Homeland Security's Regional Emergency Response Teams. The Regional Coordinators represent the interests of their respective regions on the Statewide Committee. The Statewide Committee may include advisory representatives from organizations such as the American Water Works Association, U.S. Environmental Protection Agency Region 8, Wyoming Department of Environmental Quality, Wyoming Office of Homeland Security, Wyoming Water Development Commission, Wyoming Association of Rural Water Systems and Casper College.

ARTICLE IV
MEMBER RESPONSIBILITIES

Members shall identify an Authorized Official with alternates and provide contact information including 24-hour access for mutual aid and assistance response to the Statewide Committee Chair for distribution among the Members.

ARTICLE V
REQUESTS FOR ASSISTANCE

Request for Assistance: In the event of an emergency, a Member's Authorized Official may request mutual aid and assistance from any other Member or Statewide Committee member. Requests for assistance can be made orally or in writing. When made orally, the request for personnel, equipment, and supplies will be prepared in writing as soon as practicable. The Requesting Member will provide the following information when making a request for assistance:

1. A general description of the damage sustained;
2. The part of the water/wastewater system for which assistance is needed;
3. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
4. The present weather conditions and the forecast for the next twenty-four (24) hours at the Requesting Member's location;
5. A specific time and place for a representative of the Requesting Member to meet the personnel and equipment of the Responding Member(s); and
6. A description of work conditions and special constraints such as availability of fuel supplies, lodging/meal support, medical facilities, security, communications, etc.

Regional Coordinator Response to a Request for Assistance: A Requesting Member may ask a Regional Coordinator to assist in organizing a response. After a Regional Coordinator receives a request for assistance and is asked to assist in organizing a response, the Regional Coordinator will determine whether he/she is willing and able to assist. If willing and able, the Regional Coordinator will inform the Requesting Member that they can assist and may, if necessary activate the WYOWARN by distributing the request for assistance and related information to Members and other Regional Coordinators. The Regional Coordinator may assist in organizing a response as follows:

1. If a Member is willing and able to provide assistance, the Regional Coordinator will inform the Requesting Member about the type of available resources and the approximate arrival time of such assistance;
2. If multiple Members are willing and able to provide assistance, the Regional Coordinator will select the Responding Member(s) that can mobilize the quickest and provide the best match for the identified needs of the Requesting Member. The Regional Coordinator shall then inform the Requesting Member about the particulars of available resources and the approximate arrival time of such assistance.

Member Response to a Request for Assistance: After a Member receives a request for assistance, the Authorized Official evaluates whether resources are available and if the Member is willing and able to respond to the request for assistance. If willing and able to respond, the Authorized Official will provide the following information.

1. A complete description of the personnel, equipment and materials available to respond to the request for assistance;
2. The estimated length of time the personnel, equipment and materials will be available;
3. A brief description of the experience and ability of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.

Discretion of Responding Member's Authorized Official: Execution of this Agreement does not create any duty to respond to a request for assistance.

ARTICLE VI
RESPONDING MEMBER PERSONNEL

National Incident Management System: When providing emergency assistance under this Agreement, the Requesting Member and Responding Member will be organized and will function under the National Incident Management System (NIMS).

Control: Responding Member personnel will remain under the direction and control of the Responding Member. The Requesting Member's Authorized Official will coordinate response activities with the designated supervisor(s) of the Responding Member(s) in a manner consistent with NIMS. The Responding Member(s) supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance.

Food and Shelter: The Requesting Member agrees to supply reasonable food and shelter for Responding Member personnel. If the Requesting Member is unable to provide food and shelter for Responding Member personnel, the Requesting Member shall notify Responding Member prior to the Period of Assistance. The Requesting Member is responsible for reimbursing the Responding Member for all reasonable costs associated with providing food and shelter during the Period of Assistance, if such resources are not provided by the Requesting Member.

Communication: The Requesting Member will provide Responding Member personnel with radio equipment as available, or radio frequency information to program existing radio, in order to facilitate communications with local responders and utility personnel.

Status: Unless otherwise provided by law, the Responding Member's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.

Licenses and Permits: To the extent permitted by law, Responding Member personnel holding licenses, certificates, or permits establishing professional, mechanical, or other skills will be permitted to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance, as approved or requested by the Requesting Member.

Right to Withdraw: The Responding Member's Authorized Official retains the right to withdraw, in part or in its entirety, the provided resources at any time. Notice of intention to withdraw must be communicated to the Requesting Member's Authorized Official as soon as possible.

ARTICLE VII
COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Requesting Member will reimburse the Responding Member for each of the following categories of costs incurred while providing aid and assistance during the Period of Assistance.

Personnel: The Requesting Member will reimburse the Responding Member for all personnel costs incurred by the Responding Member for work performed during a Period of Assistance. Responding Member personnel are to be paid for work completed during a Period of Assistance according to the terms provided in their employment contracts or other conditions of employment. The Responding Member designated supervisor(s) will keep accurate records of work performed by personnel during the Period of Assistance.

Equipment: The Requesting Member will reimburse the Responding Member for the use of Responding Member's equipment during the Period of Assistance. Rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be reached in writing prior to the Period of Assistance. Except in cases of gross negligence or willful misconduct, the Requesting Member will repair or replace, with like kind and quality as determined by the Responding Member, any equipment damaged during the Period of Assistance.

Materials and Supplies: The Requesting Member must reimburse the Responding Member for all Responding Member's materials and supplies furnished during a Period of Assistance. Except in cases of Responding Member gross negligence or willful misconduct, the Requesting Member will repair or replace, with like kind and quality as determined by the Responding Member, any materials or supplies damaged during the Period of Assistance.

Payment Period: The Responding Member must provide an itemized bill to the Requesting Member for all expenses it incurred as a result of providing assistance under this Agreement. The Responding Member must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date. Once delinquent, the Responding Member may charge interest in accordance with applicable Wyoming and Federal law, including but not necessarily limited to Wyoming Statute §1-16-102.

ARTICLE VIII
DISPUTES

Any controversy or claim arising out of, or relating to, this Agreement, including, but not limited to, alleged breach of the Agreement, may be settled by mediation in accordance with Wyoming Statute §1-43-101. Should mediation fail, the Member(s) may proceed with any/all legal avenues available under Wyoming or Federal Law.

ARTICLE IX
REQUESTING AND RESPONDING MEMBER LIABILITY

A Member who receives and provides assistance will assume the risk of any liability arising from its own gross negligence or willful misconduct. A Member who receives and/or provides assistance does not agree to insure, defend or indemnify any other Members. Governmental entities do not waive any defenses available to it under the Governmental Claims Act. Participation in this Agreement shall not in any way be deemed to enlarge the liability of any Member.

ARTICLE X
NOTICE OF CLAIM OR SUIT

A Member who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Members shall provide notice to those Members within seventy-two (72) hours of notification of a claim. Each Member reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

ARTICLE XI
INSURANCE

Each Member shall maintain insurance or coverage for its liability that covers activities that it may undertake, as follows:

1. Members who are government entities or agencies:
 - a. Unemployment and Worker's Compensation Coverage. During the Period of Assistance, each Member shall maintain its own unemployment and worker's compensation coverage, as required by law, for its employees.
 - b. Automobile Liability Coverage. During the Period of Assistance, each Member who is a government entity or agency, shall be responsible for complying with the state motor vehicle laws including the registration, licensing and liability coverage for its own vehicles. The government entity or agency shall provide automobile liability insurance coverage or other liability coverage to cover any liability it may have as provided by the Wyoming Governmental Claims Act, Wyoming Statute §1-39-101 et seq.
 - c. General Liability Coverage. Each Member who is a government entity or agency agrees to maintain general liability insurance or other liability coverage to cover any liability it may have as provided by the Wyoming Governmental Claims Act, Wyoming Statute §1-39-101 et seq.
2. Members who are private entities or agencies:
 - a. Unemployment and Worker's Compensation Coverage. During the Period of Assistance, each Member shall maintain its own unemployment and worker's compensation coverage, as required by law, for its employees.
 - b. Automobile Liability Coverage. During the Period of Assistance, each Member who is a private entity or organization shall be responsible for complying with the state motor vehicle laws including the registration, licensing and liability coverage for its own vehicles. The Member who is a private entity or organization shall provide automobile liability insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles, or shall maintain a comparable self-insurance program.

- c. General Liability. Each Member who is a private entity or organization agrees to obtain general liability insurance, as applicable, with minimum single limits of no less than Five Hundred Thousand Dollars (\$500,000.00) or be comparably covered by a self-insurance program.

All insurance or coverage required under this Agreement shall be in effect during the Period of Assistance. All policies or coverage shall be primary and not contributory. During the Period of Assistance, parties shall pay the premiums on the required policies or coverage and shall not allow the policies or coverage to be revoked, canceled, amended, or allowed to lapse.

ARTICLE XII **EFFECTIVE DATE**

This Agreement becomes effective after the Official for the Water and Wastewater Utility, as authorized by the Governing Body or Board of Directors, executes the Agreement. The Member shall forward an executed copy of the Agreement to the Statewide Committee Chair. Statewide Committee Chair will keep a list of all Agreements received.

ARTICLE XIII **WITHDRAWAL**

A Member may withdraw from this Agreement at any time by providing written notice to the Statewide Committee Chair. Withdrawal is effective immediately. Withdrawal from this Agreement will in no way affect a Requesting Member's duty to reimburse a Responding Member for costs incurred during a Period of Assistance, which shall survive such withdrawal.

ARTICLE XIV **MODIFICATION**

No provision of this Agreement may be modified, altered, or rescinded solely by an individual Member. Modifications require a simple majority vote of the Members. The Statewide Committee Chair will provide written notice to all Members of approved modifications to this Agreement. Approved modifications are effective ten (10) days after the date upon which notice is sent to the Members.

ARTICLE XV **SEVERABILITY**

The Member agrees that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Members will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XVI **PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES**

This Agreement is for the sole benefit of the Members and no person or entity will have any rights under this Agreement as a third-party beneficiary. Assignment of Rights and delegations of duties created by this Agreement are prohibited and are without effect.

ARTICLE XVII
GOVERNMENTAL PARTIES

A Member does not waive its governmental or sovereign immunity as provided by applicable law, including Wyoming Statute §1-39-101. A Member retains all immunities and defenses as provided by law with regard to any action, whether in tort, contract, or any other theory of law based on this Agreement.

Now therefore, the authorized representative of the Governing Body or Board of Directors for the Water and/or Wastewater Utility listed below executes this Agreement through signature below.

Water/Wastewater Utility: _____

By: _____ Date: _____

Title: _____

Please Print Name

Attested By: _____

Title: _____

Please Print Name

Attorney approval as to form:

By: _____ Date: _____

Title: _____

Please Print Name