REVISED

City of Cody City Council

AGENDA

Tuesday, February 5, 2013 - 7:00 p.m. (Pre-Meeting 6:30 p.m. in Conference Room A)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

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

   a. Approval of Minutes of the Special Work Session Meetings from 1/8/13, 1/9/13, 1/10/13, and 1/16/13 Regular Meeting Minutes from 1/15/13.
   b. Approve vouchers and payroll in the amount of $975,979.40. .
   c. Consider authorizing the Mayor to sign and enter into a one-year agreement with the City of Cody and Becky Kinkade, Wild West Extravaganza, to conduct the July 4th event at City Park on July 2, 3, and 4 in 2013 and consider a request to approve the street closures of 10th Street between Beck and Sheridan Avenues; and close the north side of Beck Avenue between 9th and 10th Streets for either vendors or vendor parking for the same event.
   d. Consider approval of the updated Financial Management Policy.
   e. Consider approval of the proposed changes to the EFT membership contract and the Recreation Center Rules of the Game.
   f. Consider authorizing the Mayor to sign and enter into an agreement between the City of Cody and Park County for Landfill Disposal Services.
   g. Consider authorizing the Mayor to sign and enter into a Project Development and Administration Agreement between the City of Cody and Forward Cody as it relates to the Wyoming Business Ready Communities-Planning Grant for the feasibility study for the development of a gunsmithing school in Cody.
   h. Consider nominating to the WAM-JPIC Board of Directors Clerk/Treasurer Donna Geho of Glenrock, Clerk/Treasurer Bonnie Halford of Mountain View and City Administrator Jenni Rosencranse of Cody for three year terms ending April 30, 2016.
   i. Consider authorizing the Mayor to sign and enter into an agreement for the Safe routes to School project between the City of Cody and Wyoming Department of Transportation for the installation of a pathway along the West side of 29th Street contingent upon review and approval by the City Attorney.
   j. Approve a request from Lynn Houze, Assistant Curator of the Buffalo Bill Historical Center to close Sheridan Avenue in front of the Statute for approximately 60 minutes on Monday, February 26, 2013 for the Annual FFA wreath laying ceremony and allow traffic to be directed north through West Park Hospital's small parking lot.
   k. Consider approving the preliminary and final plat of Freda SS-216, a one-lot simple subdivision located immediately outside the city limits on the east side of the Southfork Highway, just south of the Chugwater Rims subdivision.
   l. Consider authorizing the Mayor to sign a Non-exclusive Utility Easement agreement between PacificCorp d/b/a Rocky Mountain Power and the City of

Cody for a utility easement associated with the West Strip Water Main Extension project contingent upon review and approval by the City Attorney.

m. Authorize the Mayor to sign a letter to Wyoming Bank and Trust and the Northwest Joint Powers Improvement Board of Directors exercising the City's option to purchase under the lease, as it relates the lease revenue bonds from the City of Cody Electrical System Project.

n. Consider approval of the content of a covenant for the Harvest Church to utilize in obtaining off-site parking for their proposed location at 1601 Stampede Ave contingent upon review and approval by the City Attorney.

o. Authorize a wire transfer to Wyoming Water Development Commission in the amount of $100,666.89 for the payoff of the Valley View Water Loan, contingent upon approval of Resolution 2012-03.

p. Consider authorizing the Mayor to sign and enter into a Grant Agreement between the City of Cody and the Wyoming Business Council, as it relates the Cody Laboratories Warehouse Facility, contingent upon review and approval by the City Attorney.

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

3. Public Hearing

a. A public hearing to determine if it is in the public interest to adopt new off-street parking regulations to be included as part of the Zoning Ordinance and repeal the existing off-street parking regulations found in Chapter 9-4 of Cody City Code.

4. Conduct of Business

a. Consider continuing with the current contract between the City of Cody and AT&T for their radio communications tower located at the Recreation Center.
Staff Reference: Leslie Brumage, Finance Officer

b. **RESOLUTION 2013-03**
A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013.
Staff Reference: Leslie Brumage, Finance Officer

c. **RESOLUTION 2013-04**
A RESOLUTION RELATING TO AMENDING THE 457 DEFERRED COMPENSATION PLAN TO PERMIT LOANS.
Staff Reference: Cindy Baker, Administrative Services Officer

d. **ORDINANCE 2013-03 FIRST READING**
AN ORDINANCE REPEALING SECTION 9-4 OF THE CITY OF CODY MUNICIPAL CODE.
Staff Reference: Todd Stowell, City Planner

e. **ORDINANCE 2013-04 FIRST READING**
AN ORDINANCE AMENDING TITLE 10, OF THE CITY OF CODY CODE BY ADDING A CHAPTER 20 – OFF STREET PARKING.

Staff Reference: Todd Stowell, City Planner

f. **ORDINANCE 2013-01 SECOND READING**
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 9 OF THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS.
Staff Reference: Cindy Baker, Administrative Services Officer

g. **ORDINANCE 2013-02 SECOND READING**
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES.
Staff Reference: Cindy Baker, Administrative Services Officer

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings

Special City Council Meeting: Thursday, February 14, 2013 @ 4:15 p.m. – Council Chambers
Regular City Council Meeting: Tuesday, February 19, 2013 @ 7:00 p.m. – Council Chambers

City of Cody
Council Proceedings
Thursday, January 10, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, January 10, 2013 at 4:30 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Bryan Edwards, Landon Greer and Stan Wolz, and Cindy Baker, Administrative Services Officer.

Absent: Council Members Jerry Fritz, and Steve Miller and City Administrator, Jenni Rosencranse.

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

Mayor Brown provided information that was forward by Council Member Fritz from the traffic committee as it relates to the intersections of 12th and Rumsey and 12th and Beck. No action was taken.

ORDINANCE 2012-22 THIRD AND FINAL READING
AN ORDINANCE TO ENTER INTO A CABLE FRANCHISE AGREEMENT WITH BRESNAN COMMUNICATIONS
Council Member Edwards made a motion seconded by Council Member Anderson to approve Ordinance 2012-22 on Third and Final reading. Vote was unanimous.

The Governing Body reviewed the agenda for January 15, 2013. No action was taken.

There being no further discussion, the meeting adjourned at 5:10 p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Thursday, January 16, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, January 16, 2013 at 4:30 p.m.

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

Absent: None

City Staff: Leslie Brumage, Finance Officer and Sara Wead, Assistant Administrative Services Officer

Mayor Brown called the meeting to order at 4:30 p.m.

Jenni Rosencranse, City Administrator and Leslie Brumage, Finance Officer provided the Governing Body with a variety of information on changes to the Financial Management Policy. Staff was directed to make additional minor changes and to prepare the Financial Management Policy for consideration and approval at the next Regular Council Meeting. No other action was taken.

Jenni Rosencranse, City Administrator and Leslie Brumage, Finance Officer provided the Governing Body with the Mid Year Update. Staff was requested to prepare documents for consideration and approval for paying off the outstanding Water Fund and Electrical fund loans at the next Regular Council Meeting no other action was taken.

There being no further discussion, the meeting adjourned at 7:45 p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Tuesday, January 8, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, January 8, 2013 at 4:30 p.m.

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

Absent: Council Member Steve Miller.

City Staff: Leslie Brumage, Finance Officer, Rick Manchester, Parks, Public Facilities and Recreation Director, George Menig, Assistant Chief of Police, Perry Rockvam, Chief of Police, and Sara Wead, Assistant Administrative Services Officer.

Mayor Brown called the meeting to order at 4:30 p.m.

Jenni Rosencranse, City Administrator and Leslie Brumage, Finance Officer provided the Governing Body with a variety of information on Financial Trends as it relates to the City of Cody. The Governing Body discussed the Financial Trends Report. No action was taken.

There being no further discussion, the meeting adjourned at 7:25 p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Wednesday, January 9, 2013

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Wednesday, January 9, 2013 at 4:30 p.m.

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

Absent: Council Member Steve Miller.

City Staff: Leslie Brumage, Finance Officer, Rick Manchester, Parks, Public Facilities and Recreation Director, George Menig, Assistant Chief of Police, Perry Rockvam, Chief of Police and Sara Wead, Assistant Administrative Services Officer.

Mayor Brown called the meeting to order at 4:30 p.m.

Jenni Rosencranse, City Administrator provided the Governing Body with a variety of information on the Budget Goals as it relates to the City of Cody. The Governing Body discussed the goals. No action was taken.

There being no further discussion, the meeting adjourned at 6:37p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Tuesday, January 15, 2013

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, January 15, 2013 at 7:00 p.m.

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

Absent: Mayor Nancy Tia Brown.

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

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

Council Member Fritz made a motion seconded by Council Member Anderson to approve the Consent Calendar including approval of the Regular Meeting Minutes from 1/3/13, approve vouchers and payroll in the amount of $1,275,598.57, authorize the Mayor to enter into and sign a professional service contract in the amount of $34,657 with Ceramic Designs Midwest, Inc. to replace grout in all four pools contingent upon review and approval by the City Attorney, authorize the Mayor to enter in to a professional contract with Rain for Rent in the amount of $3,621.87 for draining of the pools contingent upon review and approval by the City Attorney, approve an encroachment license for the Cody Stampede and authorize the Mayor to sign the Encroachment License for the construction of signage and an arched entranceway gate within the public right-of-way along North Frontage Road, as amended to include Exhibit B & B-1, authorize the Mayor to sign the Certification on Use of Allocated Funds for the quarter ending December 31, 2012 on behalf of a Participating Municipality in the State Small Business Credit Initiative. Vote was unanimous.

ORDINANCE 2013-01 FIRST READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 9 OF THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS.
Council Member Fritz made a motion seconded by Council Member Wolz to approve Ordinance 2013-01 on first reading. Vote was unanimous.

ORDINANCE 2013-02 FIRST READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES
Council Member Fritz made a motion seconded by Council Member Wolz to approve Ordinance 2013-02 on first reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:10 pm.

Cindy Baker	Steve Miller
Administrative Services Officer	Council President

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
A-1 ELECTRIC							
200							
	03091	FLAG LIGHTS - MEMORIAL PAR	12/27/2012	92.00	92.00	02/06/2013	
	03092	POWER TO PUMP	12/27/2012	64.00	64.00	02/06/2013	
	03094	REPAIR FLAG POLE LIGHTS - M	12/27/2012	182.21	182.21	02/06/2013	
Total 200:				338.21	338.21		
AAGARD CONSTRUCTION							
129601							
	011113	ADJUST UTILITY PERMIT #3-5	01/11/2013	515.00	515.00	02/06/2013	
Total 129601:				515.00	515.00		
ACE HARDWARE							
2390							
	248499	REPLACE HANDLES ON SHOVE	01/02/2013	61.96	61.96	02/06/2013	
	248582	BATTERIES - EMERGENCY LIG	01/03/2013	41.97	41.97	02/06/2013	
	248640	PAINT FOR SIGN TRAILER	01/04/2013	21.96	21.96	02/06/2013	
	248816	TOOLS	01/08/2013	16.99	16.99	02/06/2013	
	248822	PARTS BIN	01/08/2013	22.99	22.99	02/06/2013	
	248834	SUPPLIES	01/08/2013	53.95	53.95	02/06/2013	
	248876	CHRISTMAS LIGHTING	01/09/2013	16.98	16.98	02/06/2013	
	248933	MATERIAL & SUPPLIES	01/09/2013	24.48	24.48	02/06/2013	
	249013	SHOP SUPPLIES	01/11/2013	.41	.41	02/06/2013	
	249037	ICE MELT - RECYCLING CENTE	01/11/2013	24.99	24.99	02/06/2013	
	249123	SHOP SUPPLIES	01/14/2013	3.24	3.24	02/06/2013	
	249142	HEATER FOR ELEVATOR ROO	01/14/2013	23.99	23.99	02/06/2013	
	249149	BATTERY	01/14/2013	12.99	12.99	02/06/2013	
	249156	BUILDING MAINTENANCE	01/14/2013	16.47	16.47	02/06/2013	
	249201	NORTH TOWER SUPPLIES	01/15/2013	10.39	10.39	02/06/2013	
	249223	SHOP SUPPLIES	01/15/2013	10.98	10.98	02/06/2013	
	249299	HEATER, NORTH TOWER	01/16/2013	28.99	28.99	02/06/2013	
	24930	COAT HANGER - REC CENTER	01/16/2013	14.98	14.98	02/06/2013	
	249383	TREAD TAPE	01/17/2013	3.98	3.98	02/06/2013	
	249455	SNOW REMOVAL TOOLS	01/18/2013	119.98	119.98	02/06/2013	
	249468	REPAIRS TO KITCHEN CLUBRO	01/18/2013	15.99	15.99	02/06/2013	
	249508	REPAIRS TO KITCHEN CLUBRO	01/19/2013	2.49	2.49	02/06/2013	
	249510	REPAIRS TO KITCHEN CLUBRO	01/19/2013	5.48	5.48	02/06/2013	
	249517	REPAIRS TO KITCHEN CLUBRO	01/19/2013	2.99	2.99	02/06/2013	
	249540	SHOP TOOLS	01/21/2013	57.47	57.47	02/06/2013	
	249541	VELCRO FOR PARADE SIGNS	01/21/2013	31.99	31.99	02/06/2013	
	249541	COFFEE POT CLEANER	01/21/2013	3.79	3.79	02/06/2013	
	249564	SHOP SUPPLIES	01/21/2013	4.79	4.79	02/06/2013	
	249593	SHOP SUPPLIES	01/22/2013	8.98	8.98	02/06/2013	
	249654	REPLACEMENT TOOLS - LAND	01/23/2013	23.99	23.99	02/06/2013	
	249741	REPAIR EQUIPMENT - DACKEN	01/24/2013	13.98	13.98	02/06/2013	
	249815	REPAIR CITY HALL SIGN / SHO	01/25/2013	12.48	12.48	02/06/2013	
Total 2390:				717.09	717.09		
ADVANCED INFO SYSTEMS							
129162							
	10134	CYCLE 2 OUTSOURCE BILLS	12/26/2012	204.13	204.13	02/06/2013	
	10159	CYCLE 4 OUTSOURCE BILLS	12/31/2012	263.57	263.57	02/06/2013	
	10202	CYCLE 1 OUTSOURCE BILLS	01/16/2013	427.53	427.53	02/06/2013	
	10217	CYCLE 2 OUTSOURCE BILLS	01/23/2013	201.19	201.19	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129162:				1,096.42	1,096.42		
ALSCO							
126551							
	894950	TOWELS & RUGS	01/07/2013	117.93	117.93	02/06/2013	
	896771	TOWELS	01/14/2013	47.99	47.99	02/06/2013	
	897193	RUGS - CITY HALL	01/15/2013	50.63	50.63	02/06/2013	
	897194	RUGS - AUDITORIUM	01/15/2013	175.74	175.74	02/06/2013	
	898599	TOWELS	01/21/2013	47.99	47.99	02/06/2013	
Total 126551:				440.28	440.28		
AMERICAN RED CROSS							
129201							
	10132828	LEARN TO SWIM - ARC FEES	11/30/2012	150.00	150.00	02/06/2013	
	10196575	ARC FEES	12/26/2012	140.00	140.00	02/06/2013	
Total 129201:				290.00	290.00		
AMERICAN WELDING & GAS, INC.							
128592							
	02003566	SAFETY GLOVES	11/26/2012	38.64	38.64	02/06/2013	
	02066137	PAINT MARKERS	01/07/2013	9.86	9.86	02/06/2013	
	02068701	CYLINDER RENTAL	01/09/2013	31.85	31.85	02/06/2013	
	02078613	CYLINDER RENTAL	01/21/2013	34.44	34.44	02/06/2013	
	02079812	WIRE WHEEL - WELDING BAY	01/22/2013	15.00	15.00	02/06/2013	
Total 128592:				129.79	129.79		
ASSURED FLOW SALES INC							
125067							
	8466A	FIRE HYDRANT ID TAGS	01/04/2013	678.40	678.40	02/06/2013	
Total 125067:				678.40	678.40		
BENNETT, KANDI							
129603							
	MC-1212-044	REFUND - CITATION DISMISSE	01/15/2013	110.00	110.00	02/06/2013	
Total 129603:				110.00	110.00		
BIG HORN PAINT							
1180							
	0057137	PAINT AND SUPPLIES	01/15/2013	156.71	156.71	02/06/2013	
	0057153	PAINT - SHOP	01/17/2013	55.97	55.97	02/06/2013	
	0057168	PAINT - SHOP	01/21/2013	27.19	27.19	02/06/2013	
	0057169	PAINT - SHOP	01/21/2013	54.38	54.38	02/06/2013	
	0057170	BRUSHES	01/21/2013	9.58	9.58	02/06/2013	
Total 1180:				303.83	303.83		
BIG HORN WHOLESALE							
1210							
	5939	MATERIALS & SUPPLIES	01/02/2013	45.93	45.93	02/06/2013	
	5992	MATERIALS & SUPPLIES	01/08/2013	739.50	739.50	02/06/2013	
	6021	SPRAY TRIGGERS	01/11/2013	7.52	7.52	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1210:				792.95	792.95		
BLECKLER, MICHELE							
127153							
	010913	WITNESS FEES MC-1210-004	01/09/2013	15.00	15.00	02/06/2013	
Total 127153:				15.00	15.00		
BLOEDORN LUMBER							
1590							
	848867	SUPPLIES	11/14/2012	59.88	59.88	02/06/2013	
	921782	BUILDING MAINTENANCE	01/09/2013	82.88	82.88	02/06/2013	
	924156	COAT RACK	01/10/2013	84.38	84.38	02/06/2013	
	924156	COAT RACK	01/10/2013	39.34	39.34	02/06/2013	
	924852	DRYWALL SCREWS	01/11/2013	3.94	3.94	02/06/2013	
Total 1590:				270.42	270.42		
BLUE CROSS BLUE SHIELD OF WY							
1360							
	012113	INSURANCE PREMIUM	01/21/2013	103,073.79	103,073.79	02/06/2013	
	012113	INSURANCE PREMIUM	01/21/2013	1,039.39-	1,039.39-	02/06/2013	
Total 1360:				102,034.40	102,034.40		
BOONE'S MACHINE SHOP							
1400							
	4262	LIFT RENTAL - CHRISTMAS DE	01/03/2013	200.00	200.00	02/06/2013	
Total 1400:				200.00	200.00		
BORDER STATES INDUSTRIES INC							
1420							
	904314992	SYSTEM REPAIRS	07/23/2012	162.86	162.86	02/06/2013	
	905109290	CT, 200:5, .6 kV	01/11/2013	230.40	230.40	02/06/2013	CT200TO56KV
	905171637	Meter F23 ITRON 1ph C320 240V	01/25/2013	25,312.00	25,312.00	02/06/2013	MTR2SITR320
	905177741	SUPPLIES	01/28/2013	8.43	8.43	02/06/2013	
Total 1420:				25,713.69	25,713.69		
BRESNAN COMMUNICATIONS							
123538							
	010213-EL SH	INTERNET - EL SHOP	01/02/2013	150.15	150.15	02/06/2013	
	010413-PD	INTERNET - PD	01/04/2013	68.10	68.10	02/06/2013	
	011513- SHOP	INTERNET - SHOP	01/15/2013	152.90	152.90	02/06/2013	
	012013-CH	INTERNET - CITY HALL	01/20/2013	99.95	99.95	02/06/2013	
Total 123538:				471.10	471.10		
BRUCO INC							
1550							
	308391	MATERIAL & SUPPLIES	12/31/2012	82.42	82.42	02/06/2013	
Total 1550:				82.42	82.42		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
BSN SPORTS							
129334							
	95091397	REPLACE BROKEN BACKBOAR	01/27/2013	392.26	392.26	02/06/2013	
Total 129334:				392.26	392.26		
C & C WELDING							
1690							
	15761	REPAIRS - SANITATION TRUCK	12/28/2012	1,683.89	1,683.89	02/06/2013	
Total 1690:				1,683.89	1,683.89		
CENTURY LINK							
10091							
	010113	PHONE CHARGES	01/01/2013	1,160.02	1,160.02	02/06/2013	
	011913	PHONE CHARGES	01/19/2013	834.23	834.23	02/06/2013	
Total 10091:				1,994.25	1,994.25		
CITY OF CODY							
2260							
	011013	UTILITIES	01/10/2013	632.20	632.20	02/06/2013	
	011013	UTILITIES	01/10/2013	148.19	148.19	02/06/2013	
	011013	UTILITIES	01/10/2013	780.11	780.11	02/06/2013	
	011013	UTILITIES	01/10/2013	6,942.56	6,942.56	02/06/2013	
	011013	UTILITIES	01/10/2013	8,047.55	8,047.55	02/06/2013	
	011013	UTILITIES	01/10/2013	46.84	46.84	02/06/2013	
	011713	UTILITIES	01/17/2013	457.55	457.55	02/06/2013	
	011713	UTILITIES	01/17/2013	292.84	292.84	02/06/2013	
	012413	UTILITIES	01/24/2013	2,905.22	2,905.22	02/06/2013	
	012413	UTILITIES	01/24/2013	112.07	112.07	02/06/2013	
	012413	UTILITIES	01/24/2013	1,187.71	1,187.71	02/06/2013	
	012413	UTILITIES	01/24/2013	4,756.98	4,756.98	02/06/2013	
	012413	UTILITIES	01/24/2013	2,656.93	2,656.93	02/06/2013	
	012413	UTILITIES	01/24/2013	7,970.80	7,970.80	02/06/2013	
	012413	UTILITIES	01/24/2013	1,972.92	1,972.92	02/06/2013	
	012413	UTILITIES	01/24/2013	96.44	96.44	02/06/2013	
	012413	UTILITIES	01/24/2013	2,206.43	2,206.43	02/06/2013	
	012413	UTILITIES	01/24/2013	1,640.35	1,640.35	02/06/2013	
	012413	UTILITIES	01/24/2013	504.02	504.02	02/06/2013	
	012413	UTILITIES	01/24/2013	4,349.04	4,349.04	02/06/2013	
	012413	DUPLICATE PAYMENT	01/24/2013	686.61-	686.61-	02/06/2013	
Total 2260:				47,020.14	47,020.14		
2261							
	010713	PETTY CASH - FILING FEE	01/07/2013	69.00	69.00	02/06/2013	
	103112	PETTY CASH -TITLE & PLATES	10/31/2012	14.00	14.00	02/06/2013	
	111412	PETTY CASH -TITLE & PLATES	11/14/2012	11.00	11.00	02/06/2013	
	111612	PETTY CASH - TRUCK CLEANIN	11/16/2012	2.00	2.00	02/06/2013	
	112012	PETTY CASH - BACKGROUND	11/20/2012	10.00	10.00	02/06/2013	
	11513	PETTY CASH - FILING FEE	01/15/2013	10.00	10.00	02/06/2013	
	11613	PETTY CASH - BACKGROUND	01/16/2013	10.00	10.00	02/06/2013	
	122612	PETTY CASH -TITLE & PLATES	12/26/2012	11.00	11.00	02/06/2013	
Total 2261:				137.00	137.00		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CLARK, ERICA							
129602							
	288391	REC CENTER REFUND	01/10/2013	48.00	48.00	02/06/2013	
Total 129602:				48.00	48.00		
CODY CAB							
129079							
	011113	TIPSY TAXI VOUCHERS (11-12)	01/11/2013	42.00	42.00	02/06/2013	
	011113	TIPSY TAXI VOUCHERS (12-13)	01/11/2013	175.00	175.00	02/06/2013	
	011613	TIPSY TAXI VOUCHERS (11-12)	01/16/2013	14.00	14.00	02/06/2013	
	011613	TIPSY TAXI VOUCHERS (12-13)	01/16/2013	210.00	210.00	02/06/2013	
	012213	TIPSY TAXI VOUCHERS (12-13)	01/22/2013	98.00	98.00	02/06/2013	
Total 129079:				539.00	539.00		
CODY ROTARY CLUB							
2765							
	121240	ROTARY DUES - RICK MANCHE	12/30/2012	77.25	77.25	02/06/2013	
	121240	RA	12/30/2012	77.25	77.25	02/06/2013	
Total 2765:				154.50	154.50		
CODY WINNELSON COMPANY							
2850							
	124138-00	BALL VALVES - NORTH TOWER	01/10/2013	68.42	68.42	02/06/2013	
Total 2850:				68.42	68.42		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	010213	LEGAL SERVICES	01/02/2013	6,396.25	6,396.25	02/06/2013	
Total 3140:				6,396.25	6,396.25		
CRUM ELECTRIC							
3300							
	1379518-00	REPLACEMENT PARTS - REC	12/31/2012	20.92	20.92	02/06/2013	
	1395664-00	STREET LIGHT REPAIRS	11/26/2012	19.18	19.18	02/06/2013	
	1400624-00	LIGHTING - AUDITORIUM	01/04/2013	84.80	84.80	02/06/2013	
	1404434-00	LIGHT BALLASTS	12/26/2012	156.99	156.99	02/06/2013	
	1404726-00	LIGHT BALLASTS	12/27/2012	17.62	17.62	02/06/2013	
	1406227-00	STREET LIGHT REPAIRS	01/04/2013	12.87	12.87	02/06/2013	
	1406771-00	BUILDING MAINTENANCE	01/07/2013	5.59	5.59	02/06/2013	
	1409441-00	REPAIRS - ELEVATOR - REC C	01/15/2013	26.78	26.78	02/06/2013	
	1412731-00	SUPPLIES	01/25/2013	36.40	36.40	02/06/2013	
Total 3300:				381.15	381.15		
CURLESS, BARBARA							
128930							
	012413	MILEAGE REIMBURSEMENT	01/24/2013	38.30	38.30	02/06/2013	
Total 128930:				38.30	38.30		
CUSTOM DELIVERY SERVICE							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
3343							
	49563	SHIPPING - WATER SAMPLES	12/31/2012	73.82	73.82	02/06/2013	
Total 3343:				73.82	73.82		
CUSTOM GARAGE DOOR LLC							
127015							
	2177	OVERHEAD DOOR REPAIR	01/05/2013	380.00	380.00	02/06/2013	
	2178	DOOR OPENER REPAIR - WAS	01/05/2013	250.00	250.00	02/06/2013	
	2185	REPAIR GARAGE DOORS - SH	01/05/2013	194.00	194.00	02/06/2013	
Total 127015:				824.00	824.00		
DANA KEPNER COMPANY							
3410							
	8123307-00	METER ADAPTORS	01/23/2013	116.84	116.84	02/06/2013	
Total 3410:				116.84	116.84		
DELL MARKETING							
3520							
	XJ2DCNP95	BATTERY - COUNCIL LAPTOP -	01/03/2013	101.99	101.99	02/06/2013	
	XJ2KW6WM9	CASELLE SERVER MEMORY	01/11/2013	323.16	323.16	02/06/2013	
Total 3520:				425.15	425.15		
DEPT OF FAMILY SERVICES							
125899							
	011513	BACKGROUND CHECKS (11) O	01/15/2013	110.00	110.00	02/06/2013	
	012813	BACKGROUND CHECKS (2) ON	01/28/2013	20.00	20.00	02/06/2013	
Total 125899:				130.00	130.00		
EAGLE OF CODY PRINTING							
123442							
	10913	LICENSE FORMS	01/09/2013	206.00	206.00	02/06/2013	
	120312	BUSINESS CARDS / GUEST PA	12/03/2012	33.00	33.00	02/06/2013	
	120312	BUSINESS CARDS / GUEST PA	12/03/2012	33.00	33.00	02/06/2013	
	120312	BUSINESS CARDS / GUEST PA	12/03/2012	377.00	377.00	02/06/2013	
	120312	BUSINESS CARDS / GUEST PA	12/03/2012	33.00	33.00	02/06/2013	
Total 123442:				682.00	682.00		
ECOLAB PEST ELIM. DIV.							
128686							
	8895058	PEST CONTROL - REC CENTER	01/07/2013	59.17	59.17	02/06/2013	
	8895058	PEST CONTROL - REC CENTER	01/07/2013	59.17	59.17	02/06/2013	
	8895059	PEST CONTROL - AUDITORIUM	01/07/2013	65.00	65.00	02/06/2013	
Total 128686:				183.34	183.34		
ENERGY LABORATORIES INC							
4120							
	330150686	LAGOON TESTING	01/14/2013	180.00	180.00	02/06/2013	
Total 4120:				180.00	180.00		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ENERGY WEST							
2630							
	011013	UTILITIES	01/10/2013	470.14	470.14	02/06/2013	
	011013	UTILITIES	01/10/2013	1,205.15	1,205.15	02/06/2013	
	011013	UTILITIES	01/10/2013	3,283.45	3,283.45	02/06/2013	
	011013	UTILITIES	01/10/2013	9,850.37	9,850.37	02/06/2013	
	011013	UTILITIES	01/10/2013	1,722.19	1,722.19	02/06/2013	
	011013	UTILITIES	01/10/2013	121.61	121.61	02/06/2013	
	011013	UTILITIES	01/10/2013	581.98	581.98	02/06/2013	
	011013	UTILITIES	01/10/2013	490.49	490.49	02/06/2013	
	011713	UTILITIES	01/17/2013	826.87	826.87	02/06/2013	
Total 2630:				18,552.25	18,552.25		
ENGINEERING ASSOCIATES							
4140							
	3301008	16TH ST STORM DRAIN	01/10/2013	3,192.90	3,192.90	02/06/2013	
	3301009	WASTEWATER TREATMENT FA	01/10/2013	10,830.00	10,830.00	02/06/2013	
	3301010	STAMPEDE GROUNDS COMMU	01/10/2013	10,993.30	10,993.30	02/06/2013	
	3301011	GOLF COURSE CABLE REPLAC	01/10/2013	868.00	868.00	02/06/2013	
Total 4140:				25,884.20	25,884.20		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY45251	CLASS 3 VESTS	01/03/2013	260.73	260.73	02/06/2013	
	WYCDY45254	BOLTS & NUTS - SHOP STOCK	01/18/2013	16.52	16.52	02/06/2013	
	WYCDY45296	SHOP SUPPLIES	01/03/2013	10.96	10.96	02/06/2013	
	WYCDY45416	LADDER FOR REC CENTER	01/10/2013	117.73	117.73	02/06/2013	
	WYCDY45427	SHOP SUPPLIES	01/11/2013	1.11	1.11	02/06/2013	
	WYCDY45439	SHOP SUPPLIES	01/14/2013	2.52	2.52	02/06/2013	
	WYCDY45556	SIGN BANDING SUPPLIES	01/21/2013	265.55	265.55	02/06/2013	
	WYCDY45563	NUTS & BOLTS	01/21/2013	65.62	65.62	02/06/2013	
	WYCDY45654	SUPPLIES	01/25/2013	26.97	26.97	02/06/2013	
Total 126018:				767.71	767.71		
FOOD SERVICE OF AMERICA							
123727							
	4360568	SHOP SUPPLIES	01/16/2013	200.18	200.18	02/06/2013	
	4368844	SUPPLIES - BREAK ROOM	01/28/2013	407.66	407.66	02/06/2013	
	4368844	SUPPLIES - BREAK ROOM	01/28/2013	139.92	139.92	02/06/2013	
Total 123727:				747.76	747.76		
FREMONT BEVERAGES INC							
127301							
	34775	Drink Syrups	01/09/2013	74.00	74.00	02/06/2013	20004
Total 127301:				74.00	74.00		
GALE, CHRISTOPHER							
129255							
	20055016	REFUND UTILITY DEPOSIT	01/24/2013	66.16	66.16	02/06/2013	
Total 129255:				66.16	66.16		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
GALLS, LLC							
123014							
	000290570	UNIFORMS - C22	01/26/2013	195.99	195.99	02/06/2013	
Total 123014:				195.99	195.99		
GAMBLES							
4450							
	607100	SHOP SUPPLIES	01/24/2013	14.47	14.47	02/06/2013	
Total 4450:				14.47	14.47		
GONZALEZ, TANA							
125857							
	13701615	REFUND UTILITY DEPOSIT	01/25/2013	168.24	168.24	02/06/2013	
Total 125857:				168.24	168.24		
GRAINGER							
4635							
	9039034484	COMPUTER OUTLETS	01/11/2013	29.92	29.92	02/06/2013	
Total 4635:				29.92	29.92		
GRIZZLY FIREWOOD							
129604							
	107	SNOW REMOVAL - HANDICAP	01/15/2013	321.00	321.00	02/06/2013	
Total 129604:				321.00	321.00		
HD SUPPLY UTILITIES LTD							
6730							
	21600098-01	SYSTEM MAINTENANCE	01/02/2013	1,058.86	1,058.86	02/06/2013	
	2174171-00	GOLF COURSE CABLE REPLAC	01/07/2013	551.50	551.50	02/06/2013	
	2174920-00	SYSTEM REPAIR	01/07/2013	157.25	157.25	02/06/2013	
Total 6730:				1,767.61	1,767.61		
HEARTLAND PAPER COMPANY							
128769							
	G248759-1	CORDLESS SWEEPER	01/03/2013	153.44	153.44	02/06/2013	
Total 128769:				153.44	153.44		
HETLAND, MORGAN							
129605							
	288392	REC CENTER REFUND	01/10/2013	330.00	330.00	02/06/2013	
Total 129605:				330.00	330.00		
HOMAX OIL SALES, INC.							
129090							
	CL-41294-IN	FUEL - SOLID WASTE	11/30/2012	65.85	65.85	02/06/2013	
	CL42064-IN	FUEL - ELECTRIC	12/31/2012	847.95	847.95	02/06/2013	
	CL42064-IN	FUEL - ELECTRIC	12/31/2012	796.28	796.28	02/06/2013	
	CL42065-IN	FUEL - SR. CENTER	12/31/2012	1,142.39	1,142.39	02/06/2013	
	CL42066-IN	FUEL - ADMIN	12/31/2012	187.92	187.92	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	CL42067-IN	FUEL - PD	12/31/2012	3,001.08	3,001.08	02/06/2013	
	CL42068-IN	FUEL - PARKS	12/31/2012	352.12	352.12	02/06/2013	
	CL42068-IN	FUEL - PARKS	12/31/2012	89.43	89.43	02/06/2013	
	CL42068-IN	FUEL - WATER DEPT	12/31/2012	181.25	181.25	02/06/2013	
	CL42068-IN	FUEL - ELECTRIC	12/31/2012	38.78	38.78	02/06/2013	
	CL42069-IN	FUEL - FAC MAINT.	12/31/2012	293.23	293.23	02/06/2013	
	CL42070-IN	FUEL - REC CENTER	12/31/2012	504.03	504.03	02/06/2013	
	CL42071-IN	FUEL - COMM DEV	12/31/2012	91.51	91.51	02/06/2013	
	CL42072-IN	FUEL - STREETS	12/31/2012	4,369.15	4,369.15	02/06/2013	
	CL42072-IN	FUEL - STREETS	12/31/2012	506.03	506.03	02/06/2013	
	CL42072-IN	FUEL - SOLID WASTE	12/31/2012	76.45	76.45	02/06/2013	
	CL42072-IN	FUEL - ELECTRIC	12/31/2012	51.08	51.08	02/06/2013	
	CL42073-IN	FUEL - VEH MAINT	12/31/2012	61.77	61.77	02/06/2013	
	CL42074-IN	FUEL - SOLID WASTE	12/31/2012	5,280.84	5,280.84	02/06/2013	
	CL42074-IN	FUEL - SOLID WASTE	12/31/2012	122.65	122.65	02/06/2013	
	CL42074-IN	FUEL - STREETS	12/31/2012	595.20	595.20	02/06/2013	
	CL42075-IN	FUEL - WATER DEPT	12/31/2012	65.55	65.55	02/06/2013	
	CL42075-IN	FUEL - WATER DEPT	12/31/2012	545.79	545.79	02/06/2013	
	CL42075-IN	FUEL - STREETS	12/31/2012	156.81	156.81	02/06/2013	
	CL42076-IN	FUEL - WASTE WATER	12/31/2012	285.45	285.45	02/06/2013	
Total 129090:				19,708.59	19,708.59		
I STATE TRUCK CENTER							
126019							
	12/31/12-STMT	E06 ELECTRIC TRUCK PARTS	12/31/2012	190.69	190.69	02/06/2013	
	C251125315:0	FAN MOTOR - SKI BUS	01/15/2013	62.52	62.52	02/06/2013	
Total 126019:				253.21	253.21		
ICMA RETIREMENT-457-#303143							
5170							
	716704	Contributions	01/18/2013	6,735.41	6,735.41	01/18/2013	
Total 5170:				6,735.41	6,735.41		
INCENTIVE SOLUTIONS							
129246							
	2011-1225	YEARS OF SERVICE AWARDS	01/19/2013	205.61	205.61	02/06/2013	
Total 129246:				205.61	205.61		
ISC, INC.							
129611							
	SIN000084	PHONE SYSTEM REFRESH / UP	01/10/2013	5,640.00	5,640.00	02/06/2013	
Total 129611:				5,640.00	5,640.00		
ITRON, INC							
128401							
	274886	ITRON MAINTENANCE AGREE	01/12/2013	2,902.15	2,902.15	02/06/2013	
Total 128401:				2,902.15	2,902.15		
JOHNSON, LLOYD							
129606							
	14183035	REFUND UTILITY DEPOSIT	01/18/2013	29.22	29.22	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129606:				29.22	29.22		
KEN GEORGE TRUCKING, INC.							
5707							
	011013	TRUCKING / RECYCLABLES	01/10/2013	750.00	750.00	02/06/2013	
Total 5707:				750.00	750.00		
KENCO SECURITY & TECHNOLOGY							
9029							
	1016441	PULL STATION - REC	01/15/2013	303.20	303.20	02/06/2013	
	1016865	SECURITY MONITORING - CITY	02/01/2013	94.50	94.50	02/06/2013	
	1016866	SECURITY MONITORING - REC	02/01/2013	109.50	109.50	02/06/2013	
Total 9029:				507.20	507.20		
KIEFER							
124429							
	242790	KIDS SWIM GOGGLES	11/29/2012	15.90	15.90	02/06/2013	100082
Total 124429:				15.90	15.90		
LOGAN SIMPSON DESIGN INC							
129527							
	14011	MASTER PLAN UPDATE	12/31/2012	5,540.40	5,540.40	02/06/2013	
Total 129527:				5,540.40	5,540.40		
LONG BUILDING TECH INC							
125191							
	SRVCE006066	REPAIRS TO BOILER - AUDITO	12/20/2012	210.00	210.00	02/06/2013	
	SRVCE006075	REPAIRS / AHV #2	12/31/2012	105.00	105.00	02/06/2013	
	SRVCE006082	REPAIR POOL VALVE	12/31/2012	439.50	439.50	02/06/2013	
Total 125191:				754.50	754.50		
LOVELL RADIATOR							
6190							
	3673	RADIATOR REPAIR - F01	01/17/2013	161.00	161.00	02/06/2013	
Total 6190:				161.00	161.00		
LYLE SIGNS INC							
123209							
	987091	SIGN MATERIAL	01/03/2013	497.36	497.36	02/06/2013	
Total 123209:				497.36	497.36		
MICRO-COMM. INC.							
6635							
	0035414-IN	TRANSDUCER - N TOWER	12/31/2012	756.37	756.37	02/06/2013	
	0035455-IN	CHART RECORDER BOARD	01/16/2013	571.50	571.50	02/06/2013	
Total 6635:				1,327.87	1,327.87		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
MOORE, KAREN							
129607							
	010913	WITNESS FEES - MC-1210-004	01/09/2013	15.00	15.00	02/06/2013	
Total 129607:				15.00	15.00		
MOUNTAIN WEST INC							
6930							
	023727	UNIFORMS C22	01/08/2013	6.00	6.00	02/06/2013	
	023732	VOLLEYBALL / RACQUETBALL	01/09/2013	446.70	446.70	02/06/2013	
	023756	UNIFORMS C08	01/17/2013	23.35	23.35	02/06/2013	
Total 6930:				476.05	476.05		
NORCO, INC.							
128948							
	10854773	CO2	01/08/2013	188.98	188.98	02/06/2013	
Total 128948:				188.98	188.98		
NORTHWEST COLLEGE							
7355							
	CC-2013-12	WRITING CLASS	01/17/2013	120.00	120.00	02/06/2013	
Total 7355:				120.00	120.00		
NORTHWEST PIPE							
7400							
	171179	5 1/4" Mueller Fire Hydrant Repair	01/02/2013	160.57	160.57	02/06/2013	1168-W
	172031	1 1/2" MIP x compression adapter	01/07/2013	74.74	74.74	02/06/2013	1106-W
	174769	CLAMP, REPAIR 6" X 15"	01/14/2013	376.95	376.95	02/06/2013	
	175271	24" x 1 1/4" steel ext. ring	01/14/2013	229.02	229.02	02/06/2013	1029-WW
Total 7400:				841.28	841.28		
ONE-CALL OF WYOMING							
127665							
	30866	WYOMING ONE CALL - DECEM	01/07/2013	16.83	16.83	02/06/2013	
	30866	WYOMING ONE CALL - DECEM	01/07/2013	16.83	16.83	02/06/2013	
	30866	WYOMING ONE CALL - DECEM	01/07/2013	16.84	16.84	02/06/2013	
Total 127665:				50.50	50.50		
OPATZ ELECTRIC MOTOR REPAIR							
7470							
	15806	REBUILD PUMP	01/08/2013	301.50	301.50	02/06/2013	
	15816	FAN REPAIR	01/18/2013	160.80	160.80	02/06/2013	
	15817	REPAIR BOOSTER PUMP	01/18/2013	35.00	35.00	02/06/2013	
Total 7470:				497.30	497.30		
PARK COUNTY							
7670							
	935	LEC CONTRACT CHANGE	01/08/2013	81,035.22	81,035.22	02/06/2013	
Total 7670:				81,035.22	81,035.22		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
PARK COUNTY SHERIFF							
7740							
	123112	INCARCERATION - DEC 2012	12/31/2012	600.00	600.00	02/06/2013	
Total 7740:				600.00	600.00		
PARK COUNTY WEED AND PEST							
7770							
	20130006	RUSSIAN OLIVE REMOVAL	01/09/2013	107.50	107.50	02/06/2013	
Total 7770:				107.50	107.50		
PAUL, ERIC							
129613							
	13196049	REFUND UTILITY DEPOSIT	01/25/2013	54.74	54.74	02/06/2013	
Total 129613:				54.74	54.74		
PLAN ONE ARCHITECTS							
7980							
	01/15/13-3	SANITATION BUILDING	01/15/2013	8,500.00	8,500.00	02/06/2013	
Total 7980:				8,500.00	8,500.00		
POWER SYSTEMS							
127934							
	1380516	FITNESS EQUIPMENT	12/27/2012	137.75	137.75	02/06/2013	
Total 127934:				137.75	137.75		
PRO-BUILD							
128149							
	943018	TRAILER DECKING WOOD	12/14/2012	45.76	45.76	02/06/2013	
	944461	BUILDING MAINT.	01/08/2013	115.29	115.29	02/06/2013	
	944750	BUILDING MAINT.	01/11/2013	30.30	30.30	02/06/2013	
	944862	BUILDING MAINT.	01/14/2013	9.16	9.16	02/06/2013	
	9448845	BUILDING MAINT.	01/14/2013	61.10	61.10	02/06/2013	
	945397	SHOP SUPPLIES	01/22/2013	7.69	7.69	02/06/2013	
Total 128149:				269.30	269.30		
PROGRESSIVE BUSINESS PUBLICATIONS							
8210							
	01/08/13	SAFETY SUPPLIES	01/08/2013	475.20	475.20	02/06/2013	
Total 8210:				475.20	475.20		
PURCHASE ADVANTAGE CARD							
430							
	018006	BIRTHDAY PARTY - REC CENT	01/18/2013	22.99	22.99	02/06/2013	
Total 430:				22.99	22.99		
R & A SAFETY							
127690							
	1819	RANDOM TESTING	01/20/2013	60.00	60.00	02/06/2013	
	1819	RANDOM TESTING	01/20/2013	30.00	30.00	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1819	RANDOM TESTING	01/20/2013	30.00	30.00	02/06/2013	
Total 127690:				120.00	120.00		
RIMROCK TIRE INC							
8530							
	2-123559	TIRE CHAINS	01/21/2013	153.95	153.95	02/06/2013	
Total 8530:				153.95	153.95		
ROCKY MOUNTAIN POWER							
7570							
	011813	UTILITIES	01/18/2013	46.22	46.22	02/06/2013	
	011813	UTILITIES	01/18/2013	341.41	341.41	02/06/2013	
Total 7570:				387.63	387.63		
ROYAL SWITCHGTEAR MANUFACTURING							
129614							
	47183	SUBSTATION MAINTENANCE	01/09/2013	61.53	61.53	02/06/2013	
Total 129614:				61.53	61.53		
SHOSHONE OFFICE SUPPLY							
9140							
	009094	TABS FOR CLASS BOOKLET	01/22/2013	80.97	80.97	02/06/2013	
	0093549	SUPPLIES	01/18/2013	10.00	10.00	02/06/2013	
	0093569	PRINTER MAINT KIT	01/24/2013	109.99	109.99	02/06/2013	
	0093737	OFFICE SUPPLIES/COPIER PAP	01/08/2013	514.83	514.83	02/06/2013	
	0093738	OFFICE SUPPLIES	01/07/2013	9.20	9.20	02/06/2013	
	0093927	IRS 1099 FORMS	01/17/2013	85.00	85.00	02/06/2013	
	0094008	SUPPLIES	01/16/2013	60.00	60.00	02/06/2013	
	0094010	TONER	01/16/2013	639.96	639.96	02/06/2013	
	0094058	TONER / SUPPLIES	01/18/2013	310.76	310.76	02/06/2013	
	0094087	COPIER PAPER	01/21/2013	267.90	267.90	02/06/2013	
	0094193	TONER	01/24/2013	84.38	84.38	02/06/2013	
Total 9140:				2,172.99	2,172.99		
SITZ III, ALEX H.							
129379							
	012213	PROFESSIONAL FEES	01/22/2013	127.22	127.22	02/06/2013	
Total 129379:				127.22	127.22		
SPARKS BELTING COMPANY							
129612							
	804995	BALER BELT	01/14/2013	1,819.92	1,819.92	02/06/2013	
Total 129612:				1,819.92	1,819.92		
STEVE SPANGLER SCIENCE							
129076							
	607057	ASAP SUPPLIES	10/19/2012	913.62	913.62	02/06/2013	
	614479	ASAP SUPPLIES	11/30/2012	135.53	135.53	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129076:				1,049.15	1,049.15		
STEWART'S MERCANTILE							
127774							
	2734-23	BUDGET MEETING EXPENSE	01/15/2013	158.00	158.00	02/06/2013	
	2734-32	BUDGET MEETING EXPENSE	01/24/2013	172.50	172.50	02/06/2013	
Total 127774:				330.50	330.50		
TASER INTERNATIONAL							
125516							
	SI1309631	REPLACE TWO TASERS (UNRE	01/14/2013	1,614.00	1,614.00	02/06/2013	
Total 125516:				1,614.00	1,614.00		
THE CODY							
129610							
	011613	ROOM RENTAL - CHILD ABDUC	01/16/2013	100.00	100.00	02/06/2013	
Total 129610:				100.00	100.00		
THE UPS STORE							
6240							
	7205	EVIDENCE SHIPPING	01/09/2013	19.72	19.72	02/06/2013	
	7275	EVIDENCE SHIPPING	01/10/2013	9.34	9.34	02/06/2013	
	7641	SHIPPING - SAFETY SUPPLIES	01/08/2013	71.57	71.57	02/06/2013	
	7850	EVIDENCE SHIPPING	01/14/2013	9.95	9.95	02/06/2013	
	8094	EVIDENCE SHIPPING	01/21/2013	9.34	9.34	02/06/2013	
Total 6240:				119.92	119.92		
THOMSON REUTERS							
128108							
	14139507	TRAINING	12/12/2012	199.50	199.50	02/06/2013	
	14171552	GAAP GUIDE	01/04/2013	138.50	138.50	02/06/2013	
Total 128108:				338.00	338.00		
TRIPLE L SALES							
9980							
	I-24821	CLAMPS - SEWER JET	11/06/2012	32.56	32.56	02/06/2013	
Total 9980:				32.56	32.56		
TRUDO, BRETT							
129561							
	011813	REIMBURSE FOR CDL FEES	01/18/2013	20.00	20.00	02/06/2013	
	113012	REIMBURSE FOR CDL FEES	11/30/2012	40.00	40.00	02/06/2013	
Total 129561:				60.00	60.00		
WAL MART COMMUNITY BRC							
10330							
	00672	ASAP	01/08/2013	127.46	127.46	01/29/2013	
	01570	PRINTER INK - ELEC. ENG.	01/28/2013	63.94	63.94	01/29/2013	
	02328	OFFICE SUPPLIES - SHOP	01/18/2013	46.88	46.88	01/29/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	03270	SUPPLIES	01/08/2013	7.46	7.46	01/29/2013	
	03270	SUPPLIES	01/08/2013	25.44	25.44	01/29/2013	
	03270	SUPPLIES	01/08/2013	6.97	6.97	01/29/2013	
	03270	SUPPLIES	01/08/2013	4.44	4.44	01/29/2013	
	03270	SUPPLIES	01/08/2013	19.98	19.98	01/29/2013	
	05451	WATER - LAB	01/14/2013	35.20	35.20	01/29/2013	
	07061	KLEENEX - REC CENTER	01/03/2013	6.36	6.36	01/29/2013	
	07062	Hot Dogs	01/03/2013	19.76	19.76	01/29/2013	20053
	07062	PAPER PLATES	01/03/2013	3.97	3.97	01/29/2013	21000
	07062	Ramen Soup	01/03/2013	11.84	11.84	01/29/2013	20050
	07062	GATORAID	01/03/2013	11.96	11.96	01/29/2013	20008
	07062	Fruit Snacks	01/03/2013	18.10	18.10	01/29/2013	20026
	07062	Snack Cakes	01/03/2013	38.25	38.25	01/29/2013	20027
	07062	Pizza	01/03/2013	50.44	50.44	01/29/2013	20045
	07062	FORKS	01/03/2013	2.68	2.68	01/29/2013	25100
	07062	Popcorn	01/03/2013	5.00	5.00	01/29/2013	20049
	07800	ASAP	01/10/2013	61.08	61.08	01/29/2013	
	07800	CORRECTION - PAID FOR WITH	01/10/2013	61.08-	61.08-	02/06/2013	
	07800	ASAP SUPPLIES	01/10/2013	30.29	30.29	02/06/2013	
	08659	MEETING EXPENSE	01/08/2013	10.58	10.58	01/29/2013	
	09263	COMPUTER SUPPLIES	01/16/2013	34.88	34.88	01/29/2013	
	09281	OFFICE / SQUAD ROOM SUPPL	01/16/2013	183.05	183.05	01/29/2013	
Total 10330:				764.93	764.93		
WATCO POOLS							
10370							
	15444	CHEMICALS	01/02/2013	332.93	332.93	02/06/2013	
	15465	REPAIR CONTROLLER - POOL	12/27/2012	571.60	571.60	02/06/2013	
	15471	SOLENOIDS	01/08/2013	381.56	381.56	02/06/2013	
	15475	VACUUM BELTS	01/09/2013	41.33	41.33	02/06/2013	
Total 10370:				1,327.42	1,327.42		
WAYNE'S BOOT SHOP							
10430							
	12886	STEEL TOE BOOTS - MONTE E	01/03/2013	169.95	169.95	02/06/2013	
	12919	STEEL TOE BOOTS - JOE GAR	01/17/2013	169.95	169.95	02/06/2013	
Total 10430:				339.90	339.90		
WCSTELECOM							
124746							
	21237749	LONG DISTANCE	01/01/2013	149.21	149.21	02/06/2013	
Total 124746:				149.21	149.21		
WESCO DISTRIBUTION INC							
10480							
	685799	GOLF COURSE CABLE REPLAC	01/04/2013	600.14	600.14	02/06/2013	
	687933	SAFETY SUPPLIES	01/16/2013	495.78	495.78	02/06/2013	
Total 10480:				1,095.92	1,095.92		
WEST PARK HOSPITAL							
10500							
	100212	BLOOD DRAW CASE 12-1537	10/02/2012	152.90	152.90	02/06/2013	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	110212	BLOOD DRAW CASE 12-1673	11/02/2012	152.90	152.90	02/06/2013	
	A02042292	BLOOD DRAW CASE 12-1252	08/19/2012	152.90	152.90	02/06/2013	
	A02051703	SA EXAM CASE 12-1604	01/18/2013	375.00	375.00	02/06/2013	
Total 10500:				833.70	833.70		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4031722	Conduit, 4" PVC - 10ft section	01/09/2013	17,280.00	17,280.00	02/06/2013	CONPVC410
Total 10605:				17,280.00	17,280.00		
WILD WEST CONSTRUCTION							
10615							
	100112	ASPHALT - 10TH STREET	10/01/2012	11,728.00	11,728.00	02/06/2013	
Total 10615:				11,728.00	11,728.00		
WILLIAMS, CHRISTOPHER R.							
128908							
	7193022	REFUND UTILITY DEPOSIT	01/24/2013	31.94	31.94	02/06/2013	
Total 128908:				31.94	31.94		
WOOD, SCHYLIE							
129608							
	13703214	REFUND UTILITY DEPOSIT	01/08/2013	85.72	85.72	02/06/2013	
Total 129608:				85.72	85.72		
WY DEPT OF ENVIRONMENTAL QUAL.							
126393							
	2012-0206	DEQ WYDES PERMITS	01/28/2013	100.00	100.00	02/06/2013	
	2012-0206	DEQ WYDES PERMITS	01/28/2013	100.00	100.00	02/06/2013	
Total 126393:				200.00	200.00		
WYOMING DEPT OF HEALTH							
128921							
	W744-01-13	SAMPLE TESTING	01/14/2013	165.00	165.00	02/06/2013	
Total 128921:				165.00	165.00		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000056338	CITATION BOOKS (100)	01/14/2013	130.31	130.31	02/06/2013	
Total 10805:				130.31	130.31		
WYOMING WATER DEVELOPMENT COMM							
11025							
	011713	WWDC LOAN PAYOFF	01/17/2013	99,922.26	99,922.26	02/06/2013	
	011713	WWDC LOAN PAYOFF	01/17/2013	744.63	744.63	02/06/2013	
Total 11025:				100,666.89	100,666.89		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
YANKEE CAR WASH							
128282							
	123112	CAR WASH - ADMIN	12/31/2012	8.00	8.00	02/06/2013	
	123112	CAR WASH - PD	12/31/2012	35.80	35.80	02/06/2013	
Total 128282:				43.80	43.80		
YPPARILA, SAM							
129609							
	20068011	REFUND CREDIT BALANCE	01/11/2013	52.11	52.11	02/06/2013	
Total 129609:				52.11	52.11		
Grand Totals:				526,542.51	526,542.51		

Payroll 01/16/13 = $233,230.73
Payroll 01/30/13 = $214,951.43 TOTAL $ 975,724.67

Tonya Skinner - refund duplicate utility payment 254.73

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

GRAND TOTAL $ 975,979.40

City of Cody
Agenda Request Form

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

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

****

Name of person to appear before the Council Becky Kinkade

Organization Represented Wild West extravaganza

Date you wish to appear before the Council _____

Mailing Address PO Box 1411 /Cody Telephone 578-7040

E-Mail Address _____

Preferred form of contact: Telephone ✓ E-Mail _____

Names of all individuals who will speak on this topic _____

Event Title (if applicable) _____

Date(s) of Event (if applicable) July 2nd 3rd & 4th

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Street closures of 10th St & N side of Beck Ave. Barricades for blocking these areas off the night of the 1st dumpters, Rolling garbages (4) Insurance / porta pots fee for electric used / $250 payment for each vendor

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

Signature Becky Kinkade Date Jan 23, 2013

Revised 3/2007

MEETING DATE: FEBRUARY 5, OR 19, 2013
DEPARTMENT: PARKS, RECREATION, & PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER
PRESENTED BY: BECKY KINKADE, EVENT PROMOTER

2013-2015 July 4th Wild West Extravaganza Agreement

Action to be taken

1. Request that City Council approves a motion to grant a street closures and an event permit to Becky Kinkade, Wild West Extravaganza.
2. Approve the Mayor to sign and enter into a one-year agreement with Becky Kinkade, to conduct the July 4th event at City Park on July 2, 3, and 4, in 2013.

Summary

During the May 18th, 2010 City Council meeting, the Council approved a recommendation for a three-year agreement with the Wild West Extravaganza (WWE) for 2010, 2011, and 2012.

City Council is requested to approve street closures of 10th Street between Beck and Sheridan Avenues; and closing the north side of Beck Avenue between 9th and 10th Streets for either vendors or vendor parking. The closure includes a City Park exclusive use permit with the following conditions. This agreement will be in effect July 2, 3, and 4 for year 2013.

Conditions of the Agreement
The Promoter will:

1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay $50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must also follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the festival before October 1st, 2013. Include in the report number of vendors, number of in-town vendors, type of vendors, etc.
11. The promoter is also responsible to pay $300 (or current rate) for a transient merchant license. The promoter is responsible to pay the City a $25 permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c(3) status.

AGENDA ITEM NO. _____

12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1st, of each contract year.

FISCAL IMPACT

The promoter is responsible to pay, the City a $25 permit fee (or current rate) for each vendor, excluding not-for-profit organizations. The promoter will pay 50% of the dumpster charges and an additional $50 (or current rate) for each vendor requiring electrical use. The promoter is responsible to pay damages caused to the park or street as a result of the festival. The promoter is also responsible to pay $300 (or current adopted rate) for a transient merchant license for the event.

ALTERNATIVES

1. Approve a one-year agreement with listed terms to WWE for July 2nd - 4th, 2013.
2. Deny the request and issue a request for qualifications and proposals.

RECOMMENDATION

Approve a one-year agreement with WWE for the 2013, event.

AGENDA & SUMMARY REPORT TO:

Becky Kinkade
1226 14th Street
Cody WY 82414
578-7040

AGENDA ITEM NO. _____

January 23, 2013

Becky Kinkade, Promoter
Wild West Extravaganza
1226 14th Street
Cody WY 82414

During the February 5 or 19, 2013 City Council meeting, City Council approved the street closures of 10th Street between Beck and Sheridan Avenues; and closing the north side of Beck Avenue between 9th and 10th Streets for either vendors or vendor parking. The closure includes a City Park exclusive use permit with the following conditions. This agreement has been approved by City Council action to be in effect for 2013. The event will take place on July 2, 3, and 4.

Conditions of the Agreement

The Promoter will:

1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay $50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must also follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the festival before October 1st, 2013. Include in the report number of vendors, number of in-town vendors, type of vendors, etc.
11. The promoter is also responsible to pay $300 (or current rate) for a transient merchant license. The promoter is responsible to pay the City a $25 permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c(3) status.
12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1st, of each contract year.

I acknowledge receipt of the above conditions for the 2013, Wild West Extravaganza and street closures.

Becky Kinkade, Promoter Date	Nancy Tia Brown, City of Cody Mayor Date

CC: Jenni Rosencranse, City Administrator
Steve Payne, Public Works Director
Perry Rockvam, Police Chief

MEETING DATE: FEBRUARY 5, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Financial Management Policy Update

ACTION TO BE TAKEN:

Approve the updated Financial Management Policy

SUMMARY OF INFORMATION:

The Financial Management Policy includes a provision for a review every year. The Leadership Team recently completed a review of the Financial Management Policy and has recommended it be revised to reflect changes in several sections of the policy and to implement a Capital Improvements Program and a Purchasing Card program. A summary explaining each of the changes by section is attached. A workshop was held with the Council on January 15th to review and discuss the proposed changes and based on that discussion the revised Financial Management Policy is presented for approval.

FISCAL IMPACT

None

ALTERNATIVES

At its discretion the City Council may accept or reject the revised Financial Management Policy

ATTACHMENTS

1. Financial Management Policy & Summary of Changes

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

Summary of Financial Management Policy Changes

Topic	Section #	Change	Page #
Introduction & Purpose	4	Added summary of the Capital Improvements Program	1
Budget	1.8	Under General Information added a statement that the City will annually prepare a 5-year CIP program in conjunction with the operating budget	3
Expenditures	3.4	Removed the language regarding grants and moved it to a separate section. Added language that department heads are responsible for ensuring that expenditures do not exceed the budgeted appropriation for their departments.	4
Revenues	4.6	Added language regarding the restrictions placed on any 1 cent tax revenue source in accordance with the Ordinance.	5
Grants	6.1 thru 6.5	Moved the grant language from the Expenditures section into a separate section of its own.	6
Fund Balance & Reserves	2.3 and 2.4	Added language that additional reserves that may be required based on grant or loan requirements shall be set by Council as needed.	7
Capital Assets & Depreciation	3.6.5	Added language requiring a bid bond of 10% for capital items with a value of $5,000 sold through a sealed bid process.	13
Capital Improvements Program	1.1 thru 5.2	Added new topic for budgeting and tracking capital projects	14
Purchasing	1.1	Added language that the City may be exempt from other State's sales taxes if that state participates in the Streamlined Sales & Use Tax Agreement with the State of Wyoming	23
	1.7.2	Added language allowing City employees to use City property if such use is a benefit to the City and facilitates the performance of the employee's normal work duties.	24
	2.1	Updated language to emphasize the use of local purchasing when possible, reasonable and feasible to do so.	26
	3.1	Updated language to specify that only full time and regular part time employees are authorized to make purchases on the City's behalf. Provisional employees may purchase with written permission from their Department Head.	26
	4.8	Added language prohibiting the use of Paypal and other similar electronic payment methods for making purchases on behalf of the City.	28

	8.13 9.4 11.1 thru 11.5	Added language for compliance with W.S. 16.6-1001 regarding the use of State funds for capital construction projects, that the entity receiving State funds shall conduct a review of each project to assess whether contractors that were awarded contracts using a resident preference complied in all respects to applicable resident preference laws. Added language referencing the Resolution allowing the City Administrator to sign contracts that are for budgeted goods and services under $10,000. Removed this entire section on the recommendation of the City Attorney. The process is not required under State Statues.	36
Purchasing Card Program	11.1 thru 11.11	Added new topic for implementing a purchasing card program	38
Disposal of Non-Capital Property & Surplus Materials	2.2	Added language requiring a bid bond of 10% for surplus items with a value of $5,000 sold through a sealed bid process.	42
Accounting, Auditing & Reporting	4.2 and 4.3	Added language confirming that the City would comply with the State annual reporting requirements	44

City of Cody

Financial

Management Policy

Revised: January 2013

Effective: February 6, 2013

CITY OF CODY
WYOMING

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Introduction and Purpose

The purpose of establishing this policy is to ensure that financial resources are available to meet the present and future needs of the citizens of Cody, to document a framework for fiscal decision-making and protect the integrity of the City and its use of public funds. This policy shall be reviewed annually to ensure the effectiveness and appropriateness of current policies and to comply with changing accounting and legal requirements.

It is the responsibility of each City employee to adhere to the policies as set forth**.** It shall be a function of the Administrative Services Department to make routine and periodic checks to ensure City departments are complying with all financial policies. An annual training will be conducted by Administrative Services and shall be mandatory for all department heads, supervisors and appropriate administrative staff.

Non-compliance with this policy will be reported to the Finance Officer who will contact the responsible Department Head and/or the City Administrator for review. Policy statements are adopted by the Council and occasionally exceptions may be appropriate and required. However, exceptions to stated policies will be specifically identified, and the need for the exception will be documented and fully explained.

Specifically this policy framework mandates the following fiscal objectives:

1. *Budget:* Design, maintain and administer a revenue system that will assure a reliable, equitable, diversified and sufficient revenue stream to support desired City services. Identify priority services, establish appropriate service levels and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services. Ensure compliance with State Statutes pertaining to budget requirements.

2. *Fund Balance/Reserves:* Maintain the fund balance and reserves of the various operating funds at levels sufficient to protect the City's creditworthiness, maintain a stable financial position, and plan for emergencies.

3. *Capital Assets & Depreciation:* Establish guidelines and set rules for capital asset acquisitions, depreciation, and disposals to comply with Wyoming State Statutes, GAAP and GASB requirements.

4. *Capital Improvements Program:* Establish a planning process that identifies the capital investments the City of Cody intends to make over a period of time. The CIP is used to (1) facilitate inter-departmental participation in the identification of potential capital projects and purchases; (2) identify and prioritize the current and future capital needs in each area of service within the City; and (3) match available financial resources to the capital needs of the community.

5. *Debt:* Establish guidelines for debt financing that will provide needed capital equipment and infrastructure improvements while minimizing the impact of debt payments on current revenues.

6. *Investments:* Invest the City's operating cash and reserves to ensure its safety, provide for necessary liquidity and optimize yield.

7. *Purchasing:* Establish guidelines for ensuring compliance with State Statutes, obtaining the best quality products and services for the least tax dollars spent, and creating a City-wide system that emphasizes accountability and fiscal responsibility.

8. *Disposal of Non-Capital Property & Materials:* Ensure that the City's property is safeguarded from improper disposal and theft.

9. *Accounting, Auditing and Financial Reporting:* Comply with prevailing federal, state and local statutes and regulations, as well as current professional principles and practices.

10. *Risk Management:* Maintain a risk management system to reduce the risk of loss to the City, to apply responsive claims management techniques to losses that do occur, and to protect the City from catastrophic losses or an annual accumulation of losses that would cause financial hardship.

11. *Records Management:* Ensure that City records are properly accounted for and retained in accordance with State Statues and State retention requirements.

Budget

SECTION 1 - GENERAL INFORMATION

1.1 The Administrative Services department is designated as the budget office and is responsible for maintaining compliance with State Statutes, internal controls, and financial reporting requirements.

1.2 Operating budgets are controlled at the departmental level and Department Heads are responsible for monitoring line item expenditures. The Administrative Services department shall notify department heads and supervisors if an invoice presented for payment puts a line item over budget.

1.3 The City of Cody will prepare annual budgets in compliance with the Uniform Municipal Fiscal Procedures Act.

1.4 The City of Cody shall operate under an annual balanced budget ordinance in which operating expenditures shall not exceed operating revenues plus available cash reserves.

1.5 The City's budget ordinance will cover a fiscal year beginning July 1st and ending June 30th each year.

1.6 Administrative Services shall prepare annually in February a budget calendar outlining budget deadlines, meetings, and public hearings in compliance with legal deadlines established by State Statues.

1.7 The City will annually prepare a three (3) year operating budget projection.

1.8 The City will annually prepare a five (5) year CIP program in conjunction with the operating budget. Operating expenses for all capital projects will be estimated and accounted for in the operating budget.

SECTION 2 – INTERDEPARTMENTAL & INTERFUND ACTIVITY

2.1 The City shall assess an administrative cost recovery charge to each enterprise fund through an inter-fund transfer to the General Fund. This charge is to recover costs associated with administrative support and supplies provided by the General Fund to the enterprise funds. The transfer amounts shall be determined annually during the budget process.

2.2 Interdepartmental services performed by one department for another shall be credited to the performing department and charged to the receiving department to reflect the accurate costs of programs. The cost allocation shall be calculated annually during the budget process based on each department's percentage of use.

2.3 The City will maintain a Vehicle Replacement Fund to replace vehicles and equipment based on a specified schedule developed by the Vehicle Maintenance Department. Allocations from each City division into the replacement fund will be based on the current vehicle replacement schedule and allocations will be calculated annually during the budget process.

2.4 The City may maintain various capital project, internal service, or special revenue funds as necessary to comply with internal accounting needs, State Statutes, or other outside agency regulations.

SECTION 3 – EXPENDITURES

3.1 Equipment costing $5,000 or more and projects costing $25,000 or more shall be budgeted in specific general ledger accounts for capital purchases as part of the CIP program.

3.2 Capital projects meeting the capitalization threshold for their asset classification shall be budgeted in project-specific line items.

3.3 Expenditures for supplies and services not associated with specific capital projects shall be budgeted in operating general ledger accounts.

3.4 Department heads are responsible for ensuring that expenditures do not exceed the approved budget for their department (s) within each fund.

SECTION 4 – REVENUES

4.1 Recurring revenue sources will be budgeted based on historical trends and growth patterns as well as WAM (Wyoming Association of Municipalities) projections in a conservative manner. The City will utilize one-time revenue sources to fund capital, special funding requests, and other one-time non-routine expenses.

4.2 The City shall set fees that will optimize user charges for identifiable services in the following manner:

4.2.1 To the extent possible, the rate and fee structure established for enterprise accounts will be sufficient to finance all operating, capital, and debt service costs for providing those services.

4.2.2 To the extent practical, any City service which is of a higher level to or benefits specific recipients shall be supported by user fees designed to recover costs from those recipients. Examples are certain recreation programs, programs to be funded through user fees and registration charges, building and code enforcement activities funded through permit fees and municipal court activities funded through fines.

4.2.3 When user fees are based on cost recovery said costs shall be reviewed every three years or more often if deemed necessary, and fees shall be adjusted as necessary.

4.3 Lodging tax revenues will be estimated based on historical trends and growth pattern in a conservative manner. The City will designate in the Lodging Tax Fund the annual collection of lodging tax to be used for future tourism or promotional projects, inter-fund transfers or other expenses as designated by the City Council.

4.4 The City will project revenues for three (3) years and will update the projections annually.

4.5 Monetary contributions made to the City by outside organizations or individuals shall be recorded as contribution revenue in the fund/department for which the contributions are intended. Contributions made for a specific purpose may only be used for that purpose. General contributions with no restrictions may be used to fund operating and capital expenditures with the approval of the City Council.

4.6 Revenue derived from a one percent (1%) excise tax shall only be used for capital infrastructure projects and the specific maintenance of capital infrastructure.

4.6.1 Infrastructure is determined to include, but is not limited to projects involving public works related capital improvement projects such as roads, streets, alleys, curbs, gutters, sidewalks, storm sewers, bridges, and water, sewer and electrical projects. It does not include the construction of new buildings.

4.6.2 Maintenance is determined to include, but is not limited to the purchase of maintenance materials and contractual services that extend the useful life of the infrastructure mentioned such as oil, chips, grading H, asphalt, crack sealing, striping, concrete, slurry seal, sewer line relining, culverts, pipes, poles, cable, street lights, and transformers.

SECTION 5 – BUDGET TRANSFERS & AMENDMENTS

5.1 The City Administrator has the authority to transfer funds within a departmental budget or between departments within the same fund as set in the budget ordinance. All budget transfer requests must be approved by the City Administrator and shall be made in writing using a Budget Amendment/Transfer Request Form (Attachment A). Budget transfer requests shall be processed and tracked by the Finance Officer.

5.2 All expenditures in excess of budgeted appropriations requiring a budget amendment must be approved through a Resolution by the City Council per State Statutes. A budget amendment is required whenever a change is necessary to the original budget ordinance (i.e. moving expenditures between funds or expenditures in excess of fund's budget). A budget amendment is also required for the purchase of un-budgeted capital equipment, capital projects, or repairs meeting the capitalization requirements. All budget amendment requests must be approved by the City Administrator and shall be made in writing using a Budget Amendment/Transfer Request Form (Attachment A). Budget amendment requests shall be processed and tracked by .the Finance Officer.

SECTION 6 –GRANTS

6.1 All grants received for operating and capital purposes shall be budgeted in specific general ledger accounts for revenues and expenditures pertaining to the grants.

6.2 It is the responsibility of the Department Heads or the designated supervisors to ensure grants assigned to their divisions are properly reported and disbursement requests are submitted in a timely manner. Department Heads or the designated supervisors are responsible for ensuring copies of reports and disbursement requests are provided to the Finance Officer as they occur.

6.3 All grants and other federal and state funds shall be managed to comply with the laws, regulations and guidance of the grantor.

6.4 In the event of reduced grant funding, City resources will be used only after all program priorities and alternatives are considered.

6.5 If grant revenues and expenditures have not been previously identified in the annual budget, a Budget Amendment/Transfer Request Form (Attachment A) shall be submitted to the Finance Officer by the requesting department. All budget amendments shall be submitted in a timely manner in order to keep the budget current and in compliance with budgetary statutes as outlined in Section 5.2

Fund Balance & Reserves

SECTION 1 – PURPOSE

Minimum fund reserve balances will be maintained to ensure:

1.1 Adequate financial resources are available to conduct the normal business of the City and ensure the continued delivery of services in the event of any short-term interruptions in cash flow

1.2 Adequate accumulation of financial resources for use in capital acquisitions or to comply with legal requirements.

1.3 Adequate financial resources to respond, in a planned and decisive manner, to long-term or permanent decreases in revenues.

1.4 Adequate financial resources to provide continued delivery of public safety, utilities, and essential infrastructure maintenance services in response to natural disasters or emergency situations.

SECTION 2 – APPLICABLE FUNDS

2.1 General Fund – Ninety (90) days of total operating and maintenance expenditures for the ensuing fiscal year.

2.2 Sanitation Fund – Ninety (90) days of total operating and maintenance expenditures for the ensuing fiscal year.

2.3 Water Fund – One hundred twenty (120) days of total operating and maintenance expenditures for the ensuing fiscal year. An additional $50,000 will be maintained in reserves for Raw Water system requirements. Any additional reserves that may be required based on grant or loan requirements shall be set by the Council as needed.

2.4 Wastewater Fund – One hundred twenty (120) days of total operating and maintenance expenditures for the ensuing fiscal year. An additional $50,000 will be maintained in reserves for capital acquisition requirements. Any additional reserves that may be required based on grant or loan requirements shall be set by the Council as needed.

2.5 Electric Fund - Ninety (90) days of total operating and maintenance expenditures for the ensuing fiscal year.

2.6 Debt Service - A minimum of the total budgeted debt service requirement for one (1) year or the legally required amount in relation to a debt issue shall be maintained in any fund which has outstanding debt. This amount shall be included as part of either the restricted or unrestricted cash balances.

2.7 Specific Reserves - Any amount specifically identified as being necessary for financial reporting or legally required for a unique operating aspect of a particular fund, or as determined by the City Council shall be included as part of either the restricted or unrestricted cash balances

2.8 GASB Statement No. 54 - The City shall report fund balances in accordance with GASB Statement Number 54 in the governmental fund financial statements in the following categories:

2.8.1 Nonspendable – resources which cannot be spent because they are either (a) not in spendable form or; (b) legally or contractually required to be maintained intact.

2.8.2 Restricted – resources with constraints placed on the use of resources are either (a) externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

2.8.3 Committed – resources which are subject to limitations the government imposes upon itself at its highest level of decision making, and that remain binding unless removed in the same manner.

2.8.4 Assigned – resources neither restricted nor committed for which a government has as stated intended use as established by the City Council or official to which the City Council has delegated the authority to assign amounts for specific purposes.

2.8.5 Unassigned – resources which cannot be properly classified in one of the other four categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. Unassigned balances also include negative balances in the governmental funds reporting resources restricted for specific programs.

SECTION 3 – USE OF RESERVES

3.1 Any amounts that exceed the total calculated or designated reserved fund equity balances are considered undesignated fund equity and shall be available for appropriation unless otherwise encumbered by the City Council. Use of reserved funds requires Council approval.

SECTION 4 – ANNUAL REVIEW OF RESERVED FUND EQUITY

4.1 As part of the annual budget process, the Finance Officer will present for Council consideration the estimated fund equity reserves.

Capital Assets and Depreciation

SECTION 1 – CAPITAL ASSETS DEFINITION

1.1 Capital assets are real, intangible, or personal property that have a value equal to or greater than the capitalization threshold for the particular classification of the asset and have an estimated useful life of greater than one year (see Attachment D). A capital asset shall be reported and, with certain exceptions, depreciated based on the depreciation schedule set for the particular classification of asset.

SECTION 2 – RECORDING CAPITAL ASSETS

2.1 Capitalized Cost - Capital assets shall be recorded at their acquisition, construction or historical cost and include all costs associated with placing the asset in service including but not limited to insurance during transit, freight, and installation costs. In the absence of historical cost information an estimated historical cost may be used. Capital assets shall be recorded and depreciated in the fund in which the purchase, trade construction or donation occurred. In the case of assets purchased, constructed or donated in a capital project fund for use by another fund the asset will be recorded in the fund in which the asset is used. All capital assets shall be assigned a tag number and entered into the asset management system by the Finance Officer for tracking, reporting, and depreciation purposes. An Asset Acquisition form (ATTACHMENT B) shall be completed by the Finance Officer for each asset capitalized.

2.2 Capitalized Interest - Interest on general long-term debt generally should not be allocated to functions or programs as a direct expense. Therefore, unless the debt is expected to be retired by an enterprise fund it is considered general long-term debt and construction-period interest is not included in the cost of the capital asset. Interest is capitalized on enterprise fund assets acquired with tax exempt debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until the asset is substantially complete and ready for its intended use.

2.3 Maintenance and Repairs - Maintenance and repairs allow an asset to continue to be used during its originally established useful life and costs shall be expensed in the period incurred. However, some maintenance and repair costs may significantly extend the life of the asset. In such cases, maintenance and repair costs shall be capitalized subject to the following guidelines:

1. The estimated useful life of the asset is extended by more than 25%

   AND

2. The maintenance or repair cost is equal to or exceeds the capitalization threshold for the asset's classification

2.4 Capital Asset Donations/Contributed Capital - Property donated to the City shall be recorded and depreciated as capital assets if the property meets the capitalization

threshold for the asset's classification. Donated property is recorded at fair market value or assessed value if available on the date of acquisition. Donated property includes both tangible and intangible items.

2.4.1 Open space property received by the City as part of a subdivision development plan and any infrastructure installed at the expense of the customer (such as water, sewer or electric lines, curb, gutter and sidewalk, etc.) shall be considered contributed capital and must be reported as such to the Finance Officer in the year the contribution occurred.

2.4.2 The receiving department shall complete a Contributed Capital Asset Form (ATTACHMENT C) and submit it along with documentation supporting the donation and value to the Finance Officer within 30 days of the contribution.

2.5 Leased Property and Equipment - Leased property and equipment shall be capitalized if the value of the leased property meets or exceeds the capitalization threshold for the asset classification and the lease agreement meets any of the following criteria:

- The lease transfers ownership of the property to the City at the end of the lease term.
- The lease contains a bargain purchase option.
- The lease term equals 75% or more of the estimated useful life of the property.

2.5.1 Leases that do not meet any of the preceding criteria shall be recorded as an operating lease and costs expensed.

2.6 Construction In Progress - Construction in progress is the economic construction activity status of buildings, infrastructure, and improvements that are substantially incomplete. Construction in progress assets shall be capitalized but not depreciated until the earliest occurrence of substantial completion or the asset is placed in service. Payroll costs are not capitalized for projects completed by City staff.

SECTION 3 – DEPRECIATION

3.1 Depreciation is the process of allocating the cost of tangible property over a period of time. Capital assets shall be depreciated over their estimated useful lives using the straight line method of depreciation unless the asset is considered inexhaustible. An inexhaustible asset is one whose economic benefit or service potential is used up so slowly that the estimated useful life is extraordinarily long. Inexhaustible assets include land, some land improvements, intangibles, and some works of art and historical collections. Under straight line depreciation the basis of the asset is written off evenly over the useful life of the asset until the salvage value is reached.

3.2 Classifications/Categories - Capital assets purchased, constructed or donated/contributed that meets the established capitalization thresholds shall be classified using the following standardized classification/category schedule:

- Land – the surface or crust of the earth that can be used to support structures, used to grow crops, grass, shrubs, and trees. Land is characterized as an inexhaustible asset.

- Land Improvements – land improvements consist of site preparation and site improvements that ready land for its intended use. Includes improvements such as retaining walls, fences, landscaping, parking lots, irrigation systems, and pathways and trails. Land improvements can be characterized as either exhaustible or inexhaustible.

- Intangibles – an intangible asset is one that does not have physical substance but (1) can be sold, transferred, licensed, rented or exchanged for value; or (2) it arises from contractual or other legal rights. Internally generated intangible assets are those created or produced by the government itself or by a contracting party acting on the government's behalf. GASB Statement #51 establishes the presumption that intangible assets have an indefinite useful life unless there are legal, contractual, regulatory, or technical factors that overcome that presumption. Intangible assets include certain studies and plans, easements, water rights, land and mineral use rights, patents, and trademarks.

- Buildings – a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls and is not intended to be transportable or moveable.

- Improvements Other Than Buildings – improvements that materially extend the useful life or value of a building. Includes improvements such as electrical and plumbing, elevators, heating and cooling systems, roofing, interior renovations, fire suppression systems, and security systems.

- Furniture & Fixtures – personal property such as appliances, desks, chairs, window treatments, works of art and historical treasures, etc.

- Machinery & Equipment – personal property such as automobiles, trucks, buses, heavy equipment, tools, fitness equipment, computers, mowers, meters, transformers, pumps & valves etc.

- Infrastructure – assets that are normally stationary in nature and can be preserved for significantly more years than most capital assets. Includes curb & gutter, utility lines, substations, streets, roads, storm sewers, lagoons etc.

3.3 Estimated Useful Life, Salvage Value, and Capitalization Threshold - An estimated useful life is the number of years an asset will be useful for its intended purpose. Inexhaustible assets have an infinite useful life.

3.3.1 The salvage value of an asset is the value it is expected to have when it is no longer useful for its intended purpose or the amount for which the asset could be sold at the end of its useful life. Some assets that are subject to rapid obsolescence or those that have no resale market may have no salvage value such as computers and infrastructure. Inexhaustible assets may have a 100% salvage value.

3.3.2 The capitalization threshold is the minimum unit value at which an item is defined as a capital asset and added to the asset records. The capitalization threshold is based on an asset's classification and is set on a per-unit basis.

3.3.3 Estimated useful lives, salvage values and capitalization thresholds shall be based on the Asset Capitalization Schedule (ATTACHMENT D).

3.4 Inventory of Capital Assets

To ensure the safeguarding of capital assets a physical inventory of capital assets shall be performed annually. Administrative Services shall provide an asset list to each department supervisor. The supervisor or his/her designee shall locate and confirm every asset listed. Assets that have been transferred to another department, cannot be located, or are confirmed as being disposed shall be indicated as such on the list. Completed inventory lists shall be returned to Finance Officer and changes updated to the asset management system. The appropriate Department Head(s) shall be notified of missing or improperly disposed of assets.

3.5 Transfer of Capital Assets

To transfer an asset from one department to another the department requesting the transfer shall obtain a signature from the receiving department and submit to the Finance Officer an Asset Disposal Form (ATTACHMENT E) within 30 days of the transfer.

3.6 Disposal of Capital Assets

Upon approval of the City Council capital assets may be sold, traded or junked. The disposal of capital assets shall be done in compliance with Wyoming Statute §15-1-112.

3.6.1 To dispose of an asset the department requesting the disposal shall submit an Asset Disposal Form (ATTACHMENT E) which includes a description of the asset(s) to be sold, the reason for disposal, and the method of disposal. This form shall be submitted to the Finance Officer within 30 days of the disposal.

3.6.2 Capital assets with an estimated value of $500 or more must be advertised for sale through a public auction or sealed bid sale. A notice stating the terms of sale and a description of the property to be sold shall be published once a week for 3 weeks preceding the date of the auction or sale in a newspaper of general circulation in Cody. At the time, place and method fixed, such property may be sold to the highest bidder except where otherwise stated in Wyoming Statue 15-1-112. The City shall reserve the right to reject any and all bids. The proceeds from such sale shall be paid

to the Administrative Services Department and deposited in the proper fund of the City. Upon completion of the sale, the auctioneer or responsible party must provide the Finance Officer with a complete list of all items sold and the sale price of each item. Automobiles or trucks being traded in on new automobiles or trucks are exempt from the advertising requirements however an Asset Disposal Form (Attachment E) must be submitted to the Finance Officer.

3.6.3 The City may sell any property to the State of Wyoming, any agency of the State or Federal Government authorized to hold property in its own name, or any political subdivision of the State. The City may also trade any real property, without advertising the sale or calling for bids, provided a public hearing was held and notice of the public hearing included the appraised value of all real properties involved and was published at least once each week for 3 consecutive weeks. An Asset Disposal Form (Attachment E) must be submitted to the Finance Officer.

3.6.4 From time to time, during the normal conduct of business, it becomes necessary to take or give title to certain property as "trade-in" on other property to be used by the City of Cody. The City Council shall reserve the right to accept or reject any and all offers if they do not equal or exceed the pre-determined appraisal value set by an independent authority or published prices.

3.6.5 For capital items sold through a sealed bid process a 10% bid bond is required for all items with a value of $5,000 (either individually or aggregate) is required.

3.7 Capitalized Inventory

Inventory items that meet the capitalization requirements (see Attachment D) shall be removed from inventory and capitalized and depreciated during the year it is placed in service.

Capital Improvements Program (CIP)

SECTION 1 – PURPOSE

1.1 The City of Cody's Capital Improvement Program (CIP) is a planning process that identifies the capital investments the City of Cody intends to make over a period of time. The CIP is used to:

- Facilitate inter-departmental participation in the identification of potential capital improvement projects and purchases;
- Identify the current and future capital needs in each area of service within the City;
- Prioritize capital projects and purchases within each service area;
- Match available financial resources to the capital needs of the community.

SECTION 2 - CAPITAL PROJECTS DEFINED

2.1 The CIP identifies major improvements and capital purchases needed to improve services to the community. A capital infrastructure or improvement project is defined as:

- Infrastructure or improvement projects as defined by the City's Capital Assets Policy with a minimum total cost of $25,000
- Purchase of equipment as defined by the City's Capital Assets Policy with a minimum individual cost of $5,000
- Purchase of land or intangibles with a minimum total cost of $5,000
- The resulting project will have a useful life of more than one year and the project will result in the creation of a new asset or the extension of an existing asset's useful life, value and/or operational capacity.

2.2 Examples of buildings, infrastructure or improvement projects include the purchase/construction or expansion of public buildings, building improvements, new storm and sanitary sewers, utility line upgrades and extensions, street construction, substations, curb, gutter & sidewalk, storage tanks, and sewer lagoons. A complete list is included in the City's Capital Assets Policy.

2.3 Examples of equipment purchases include vehicles, heavy machinery, trailers tools, office equipment, computers & software, fitness equipment, valves & pumps, meters, transformers and hydrants. A complete list is included in the City's Capital Assets Policy.

2.4 Vehicle and equipment purchases or replacements costing less than $5,000, infrastructure or improvement projects costing less than $25,000 or projects considered as operational, recurring, or maintenance are not considered part of the CIP and shall be funded through the City's Operating Budget.

SECTION 3 – CAPITAL IMPROVEMENT PLAN DEVELOPMENT PROCESSES

3.1 Prior to the annual budget process, CIP Request forms (Attachment K) shall be submitted electronically by the Department Heads to the Finance Officer for all capital equipment purchases and needed improvements that should be constructed or started during the next five fiscal years that meet the definition of a capital project.

3.2 The CIP request forms shall include the following:

- Project title
- Estimated total cost
- Priority ranking based on priorities and needs
- A description of the scope and justification for the project
- A needs assessment designation and explanation
- The 5-year projected budget for anticipated costs and funding sources.
- Impact on annual operating costs
- Consequences and alternatives if the project is not approved

3.3 The proposed CIP shall be reviewed by the City Administrator, Finance Officer, and Department Heads. The finalized proposed CIP along with a will be included with the City’s proposed operating budget for Council consideration.

3.4 The CIP Budget shall be adopted by the Council along with the annual Operating Budget.

3.5 Each project or equipment purchase included in the CIP shall be assigned a CIP number by the Finance Officer. This number shall be referenced on all invoices associated with the project/purchase.

SECTION 4 – REVISIONS TO AN EXISTING CIP

4.1 The adopted CIP may be revised upon authorization by the City Administrator and approval by the City Council. Examples of revisions include:

- Cost increases for approved projects
- Changes in funding sources for approved projects (i.e. grant funded to non-grant funded)
- Moving projects from a future year to an earlier year or a current year project to a future year
- Transferring funds from one CIP project to another CIP project

4.2 A CIP Revision Request form (Attachment L) shall be completed by the requesting Department Head and submitted to the Finance Officer. The revised request form shall include the following:

- Request type
- Explanation of revisions

- Project funds transfer information
- Updated estimated total cost
- Updated 5-year projected budget for anticipated costs and expected funding sources.
- Updated impact on annual operating costs

SECTION 5 – ADDITIONS TO AN EXISTING CIP

5.1 Projects which come up during the year which were not included in the adopted CIP may be added to the CIP upon authorization of the City Administrator and approval by the City Council.

5.2 A CIP Request form (Attachment K) for the new project shall be completed and submitted electronically to the Finance Officer. The new request shall first be authorized by the City Administrator then, if authorized, approved by the Council through a Resolution amending the CIP program.

Debt

SECTION 1 – GENERAL INFORMATION

1.1 Debt financing, including general obligation bonds, revenue bonds, certificates of obligation, certificates of participation, commercial paper, lease/purchase agreements, and other obligations permitted to be issued or incurred under Wyoming law, shall only be used to purchase capital assets that cannot be acquired from either current revenues or fund balance/retained earnings and to fund infrastructure improvements and additions.

1.2 Capital projects financed through the issuance of bonds or through an installment purchase contract shall be financed for a period not to exceed the anticipated useful life of the project.

1.3 The City of Cody will set aside any and all debt payments as part of the annual budgeting process to fulfill contract responsibilities. Whenever possible the Finance Officer will evaluate whether it is fiscally sound to pay additional principal or retire the debt early.

1.4 Interest earnings received on the investment of bond proceeds shall be used to assist in paying the interest due on bond issues, to the extent permitted by law.

1.5 Pursuant to State law, the amount of debt that can be created is limited to four percent (4%) of the assessed valuation of the taxable property plus an additional four percent (4%) for the building and constructing of sewerage systems. This limitation does not apply to debt incurred for the construction, establishing, extending, and maintaining of water works and supplying water for the municipality and its inhabitants.

SECTION 2 – INTERFUND LOANS

2.1 The City Council may authorize interfund loans as needed to keep the funds of the City solvent or to provide funding for capital projects. In conjunction with interfund loans, the Finance Officer shall prepare a planned schedule of repayment of the loan principal plus applicable interest. A reasonable rate of interest based on the external rate available to the City may be charged by the lending fund. In addition, the borrowing fund must anticipate sufficient revenues to be in a position over the period of the loan to make the specified principal and interest payments. For financial reporting purposes interfund loan balances with a repayment period greater than 3 years shall be reduced, and the lender fund shall report a transfer to the borrower fund for the amount that is not expected to be repaid within the 3 year period, regardless of the basis of accounting used in the fund financial statements.

Investments

SECTION 1 – GENERAL INFORMATION

1.1 This investment policy is adopted pursuant to the requirements of W.S. 9-4-831(h).

1.2 All investment activity of the City of Cody's public funds shall be initiated and managed under the direction of the City Administrator and Finance Officer.

1.3 This policy applies to the investment of all public funds maintained by the City of Cody.

1.4 Except for cash in certain restricted and special funds, or as required by law or other agreement, the City of Cody will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles.

SECTION 2 – AUTHORIZATION

2.1 No investment or deposit account in the City's name shall be opened or closed without Council approval.

SECTION 3 – INVESTMENT OBJECTIVES

3.1 It is the policy of the City of Cody to invest public funds in a manner which will provide a reasonable rate of investment return while assuring the maximum holding of principal, meeting the daily cash flow demand of the City of Cody, and conforming to all federal, state, and local laws and regulations governing the investment of public funds. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk by:

3.1.1 Limiting investments to the safest types of holding. Diversifying the investment portfolio so that potential losses on individual holdings will be minimized.

3.1.2 Structuring the investment portfolio so that holdings mature to meet cash requirements for ongoing operations.

3.1.3 Investing operating funds primarily in shorter-term holdings, money market accounts, or similar investment pools.

3.2 The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring

the portfolio so that holdings mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of holdings with active secondary or resale markets. A portion of the portfolio may also be placed in money market accounts or local government investment pools which offer same-day liquidity for short-term funds.

3.3 The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk holdings in anticipation of earning a fair return relative to the risk being assumed. Holdings shall not be sold prior to maturity with the following exceptions:

- A holding with declining credit may be sold early to minimize the loss of principal.
- A holding swap that would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the holding be sold.

SECTION 4 – STANDARDS OF CARE

4.1 Prudence - The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual holding's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of holdings are carried out in accordance with the terms of this policy.

4.2 Ethics and Conflicts of Interest - Elected officials, officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial and investment positions that could be related to the performance of the investment portfolio.

4.2.1 Personal financial and investment business, as used in this section, does not refer to checking accounts, saving accounts, money market accounts, time deposits of five (5) years or less, insurance products, deferred compensation and retirement programs, car and home loans, lines of credit, or personal loans.

4.3 Delegation of Authority - Authority to manage the investment program is granted to the City Administrator, the Finance Officer, or their designees, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established.

SECTION 5 – SAFEKEEPING & CUSTODY

5.1 Authorized Financial Dealers and Institutions - A list will be maintained of all financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified public depository as established by W.S. 9-4-817 through 9-4-822.

5.1.1 Before any person effects any investment transaction on behalf of the City of Cody or offers any investment advice to the City Council, that person shall sign a statement indicating that he has read the policy and agrees to abide by applicable state law with respect to advice he gives and the transactions he undertakes on behalf of the City of Cody. As used in this section, "person" does not include any officer, employee or member of the governing board of the City of Cody for which the investment is made or to which advice is given. As used in this section, "investment" for the purpose of "investment transactions" and "investment advice" does not include deposits in financial institutions as authorized by law.

5.1.2 All financial institutions and broker/dealers desiring to become qualified bidders for investment transactions must submit an application and be approved by the City Council as an authorized depository. An annual review of the financial condition and registration of qualified financial institutions and broker/dealers may be conducted by the City of Cody. Authorized depositories shall be designated by the City Council annually each January.

5.1.3 If considered practical, every three years the City shall solicit banking services proposals from authorized depositories. Such services may include checking and savings accounts, credit/purchase cards, electronic banking services, merchant card services, and other necessary or desirable banking services.

5.2 Suitable and Authorized Investments - The City of Cody will only invest in those types of holdings as allowed in W.S. 9-4-817 and 9-4-831, and any other state law authorizing a type of investment.

5.3 Collateralization - In addition to the collateralization requirements found in W.S. 9-4-821, collateralization will also be required on time deposits and repurchase agreements.

5.3.1 In order to anticipate market changes, amounts of funds on deposit, and to provide an adequate level of holding for all deposited funds, the

collateralization level will be 100%, or higher as required by law, of the higher of par or market value of the deposits. The market value will include accrued interest.

5.3.2 The adequacy of the pledged collateral will be measured by the market or par value of the collateral, whichever is the lesser. Authorized instruments for collateralization are those found in W.S. 9-4-821.

5.4 Repurchase Agreements – The City may invest in repurchase agreements involving securities which are authorized investments under State Statues. The securities may be held in a custodial arrangement with a member bank of the Federal Reserve System or in a segregated account at a Federal Reserve System bank. The repurchase agreement must provide for daily valuation and have a minimum excess market price reserve of one hundred two percent (102%) of the investment.

SECTION 6 – INVESTMENT PARAMETERS

6.1 The investments shall be diversified by:

- Limiting investments to avoid over-concentration in holdings from a specific issuer or business sector (excluding U.S. Treasury Holdings).
- Limiting investment in holdings that have higher credit risk.
- Investing in holdings with varying maturities.
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing operations.

6.2 To the extent possible, the City of Cody shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Cody will not directly invest in holdings maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances.

6.3 Reserve funds and other funds with longer-term investment horizons may be invested in holdings exceeding five (5) years upon the approval of the City Council and if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

6.4 Any investment currently held by the City of Cody that does not meet the guidelines of this policy at the time the policy is adopted or amended shall be exempted from the requirements of this policy. At maturity or liquidation, such funds shall be reinvested only as provided by this policy.

SECTION 7 – DEFINITIONS

7.1 The following definitions apply to this section:

- Accrued Interest – the accumulated interest due on a bond or investment as of the last interest payment made by the issuer.

- Agency Security – a debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies (FSAs) are backed by each particular agency with a market perception that there is an implicit government guarantee.

- Collateralization – process by which a borrower pledges holdings, property, or other deposits for the purpose of securing the repayment of a loan and/or holding.

- Credit Risk – the risk to an investor that an issuer will default in the payment of interest and/or principal on a holding.

- Diversification – a process of investing assets among a range of holding types by sector, maturity, and quality rating.

- Interest Rate Risk – the risk associated with declines or rises in interest rates which cause an investment in a fixed-income holding to increase or decrease in value.

- Liquidity – the level at which an asset can be easily and quickly converted to cash.

- Local Government Investment Pool – an investment by local governments in which their money is pooled as a method of managing local funds.

- Market Risk – the risk that the value of a holding will rise or decline as a result of changes in market condition.

- Market Value – current market price of a holding.

- Maturity – the date on which payment of a financial obligation is due. The final stated maturity is the date on which the issuer must retire a bond and pay the face value to the bond or investment holder.

- Par Value – face value or principal value of a bond or holding.

- Principal – the face value or par value of a debt instrument. Also may refer to the amount of capital invested in a given holding.

- Repurchase Agreement – an agreement of one party to sell holdings at a specified purchase price to a second party and a simultaneous agreement of the first party to repurchase the holdings at a specified price or at a specified later date.

- Safekeeping – holding of assets (e.g. holdings) by a financial institution.

- Yield – the current rate of return on an investment holding generally expressed as a percentage of the holding's current price.

Purchasing

SECTION 1 – GENERAL INFORMATION

1.1 Tax Exempt Status - The City of Cody, a municipality, is exempt from most city, and state, sales taxes and some excise taxes in Wyoming. The City of Cody may also be exempt from other State's sales taxes if that state participates in the Streamlined Sales & Use Tax Agreement with the State of Wyoming. The City of Cody's Federal Tax Identification number is 83-6000052 and the State Tax Exempt number is 11-0-00168. These numbers must only be used for City of Cody business purposes. It is the expectation that all employees who make purchases on behalf of the City must make sure the vendor is informed of the City's tax exempt status. Proof of exemption may be required and proper documentation may be obtained from the Administrative Services Department.

1.2 Necessity of Purchase - Purchases shall be made only as required and inventories shall only be maintained at a level so that the day-to-day operation of the City is not adversely affected. It is the responsibility of each employee of the City of Cody to promote cost reduction and improve supplier service by prudent investigation of vendor and product selection.

1.3 Vendor Relations - It is the policy of the City of Cody to maintain and practice the highest possible standards of business ethics, professional courtesy and competence in all of its dealings. At all times, applicable laws must be observed. In this regard, the following should be observed when dealing with suppliers and their representatives:

- Provide prompt and courteous reception, as well as fair and equal treatment, to all suppliers and their representatives.

- Guarantee the confidentiality of all specifications and price quotations made by vendors prior to bid opening.

- Decline to take advantage of suppliers' errors, and show consideration for suppliers' difficulties by cooperating whenever possible.

- Avoid putting suppliers to unnecessary expense or inconvenience on obtaining product information or when returning goods.

- Explain as clearly and fully as possible to suppliers the reason for the rejection of their bids/proposals.

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- Keep informed about sources of supplies, methods, services, and materials, and encourage their testing.

- If for any reason one supplier is permitted to re-quote, all suppliers shall be given the same opportunity. Re-quoting should be restricted to an absolute minimum.

1.4 Use of Municipality Name - The City of Cody's name shall not be used to receive or request personal discounts or for any other personal gain.

1.5 Gifts and Gratuities

1.5.1 No officer or employee shall solicit or receive any pay, commission, money or thing of value, or derive any benefit, profit or advantage, directly or indirectly, from or by reason of any improvement, alteration or repair required by authority of the city or town, or any contract to which it is a party, except his lawful compensation as an officer or employee. Additionally, no officer or employee shall solicit, accept or receive, directly or indirectly, from any public service corporation, or the owner of any public utility or franchise of the City, any pass, frank, free ticket, free service or any other favor upon terms more favorable than those granted the public.

1.5.2 No gift or gratuity shall be accepted by any City employee from a vendor unless it is made available to use by all City employees and may not be used in such a manner that vendors/suppliers are advertised by the City of Cody. The City may terminate at no charge or further obligation to the City any contract and/or agreement if it is found that gifts or gratuities were offered to or received by a City employee.

1.6 Purchases from Employees or Agents of the City - Authorization to purchase goods or services in excess of $1,000 from a City of Cody employee or a business owned, wholly or in part, by a City employee shall be authorized by the City Administrator, Mayor or Council President prior to purchase.

1.7 Loan of Equipment and Materials

1.7.1 The loan or use of any materials, equipment, tools, fixtures or other items which are the property of the City for other than City business is restricted to other governmental agencies, utility companies, and those under contract with the City with the written consent of the Department Head. It is the Department Head's responsibility to ensure any loaned material is replaced within a reasonable time frame and the replacement is of comparable quality to the material loaned. It is also the Department Head's responsibility that the loaned equipment is adequately insured by the borrowing agency as necessary. A copy of the proof of insurance shall be delivered to the Administrative Services Officer.

1.7.2 City employees or elected officials are not authorized to use City property for personal use that is not also readily available for use by the general public unless such use is a benefit to the City and facilitates the performance of the employee's or official's normal work duties .

1.7.3 If an item loaned is included in the department's inventory, the department shall indicate on the periodic inventory count report which item(s) are on loan, and to whom it was loaned. These items shall be marked as reserved in the Materials Management program until such time as they are returned. Departments are responsible for notifying the Finance Officer on the

periodic inventory count report when loaned items are returned and on what date.

1.8 Price Escalation/De-Escalation - At its discretion, the City of Cody will accept for consideration any bids proposing price escalation/de-escalation on commodities where costs are so unstable that the supplier cannot predict with certainty a firm price for the immediate future.

1.9 Original Contract Documents and Maintenance Agreements - All original contracts will be kept on file in the central files of the Administrative Services Department and copies may be held with the appropriate departments. Original maintenance agreements will be kept on file in the office of the appropriate department. No contracts will be entered into or renewed without the approval of the Department Head, City Administrator and City Council.

1.10 Contracts and Bids - It is the policy of the City of Cody to solicit fair and impartial bids on all new vehicles regardless of cost and all public works improvements which exceed $35,000 in value. Specifications for vehicles will be prepared by the Vehicle Maintenance Division, and approved by the Department Head seeking the vehicle being purchased. Specifications for public improvements will be prepared by the appropriate Department Head. Quality and economy will dictate guidelines for specifications in an endeavor to purchase efficient vehicles and construct excellent public improvements of long-term value to the City. Contracts should be organized to complement and supplement inasmuch as they affect other contracts.

1.11 Employee Expense Reimbursements - To avoid incurring costs that may not be reimbursable or committing the City to costs that cannot be paid using City funds, it is the employee's responsibility to check the purchasing policy of the City before incurring any expense. Certain expenses may be subject to specific procurement rules and requirements.

1.11.1 It is preferable that any purchases made for City purposes be paid by the City directly to the vendor through an invoice or purchasing card transaction.

1.11.2 Any purchases made by City employees on behalf of the City where reimbursement will be requested are subject to the requirements outlined in this Purchasing Policy. Any purchases made by City employees on behalf of the City which do not follow the requirements of these sections may not be reimbursed.

1.11.3 Any purchases made by City employees on behalf of the City where reimbursement will be requested that do not support the mission of the City and do not reflect proper stewardship of City funds may be considered by the City as non-permissible expenses and may not be reimbursed.

1.11.4 Reimbursements requested shall be made in the following manner for the reimbursement to be processed:

1.11.4.1 The purchase shall be described on a City Voucher with a perjury statement signed by the employee requesting the reimbursement.

1.11.4.2 The requesting employee's supervisor shall sign the voucher authorizing the reimbursement.

1.11.4.3 The original vendor receipt must be attached to the voucher.

SECTION 2 – LOCAL, SOLE SOURCE & EMERGENCY PURCHASES

2.1 Local Purchase Guidelines - The City of Cody will strive to purchase materials, supplies and services from local vendors when possible, reasonable, and feasible to do so.

2.2 Sole Source Purchases - Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

2.2.1 If a sole source purchase is made from a new vendor the purchase shall be approved in advance by the City Administrator.

SECTION 3 – PURCHASING AUTHORITY AND PARAMETERS

3.1 Authority
Only full time and regular part time employees are authorized to make purchases on behalf of the City. Provisional employees may be granted permission to make purchases with written authorization from the appropriate Department Head. The City Administrator is authorized to sign contracts related to the purchase of budgeted goods and services under $10,000.

3.2 Purchases of $7,500 or more
The initiating department must solicit a minimum of 3 quotes from appropriate qualified vendors. The quotes shall be documented and attached to the voucher for payment to be processed.

3.3 Purchases of $35,000 or more
Purchases that meet the definition of a Public Improvements Contract shall follow the bid process as outlined in Section 8 of this policy.

3.4 Professional Services Contracts
Purchases of services that meet the definition of a Professional Services Contract shall follow the process as outlined in Section 9 of this policy.

3.5 Construction Contracts & Vehicle Purchases
Purchases that meet the definition of Construction Contracts and Vehicle Purchase Contracts shall follow the bid process as outlined in Section 10 of this policy.

3.6 Emergency Purchasing

In the event of a local disaster as declared by the City Council the City shall comply with this purchasing policy to the extent practicable. Purchases for acquiring goods or services necessary for the immediate preservation of health and safety may be authorized after acquisition when a delay in acquiring the goods or services will cause immediate risk to health and safety.

SECTION 4 – RECEIVING PROCEDURES & CHECK REQUESTS

4.1 Upon receipt of materials or services, and acceptance by the department making the purchase, the supplier's packing list or job ticket shall be verified to the shipment. Payment will be made after City staff has accepted delivery of the goods purchased and the invoice is received and processed. Payment will be made from a supplier's invoice and not from a supplier's statement.

4.2 The receiving department shall inspect materials and/or services before approving payment. Upon discovery of any defects, the magnitude of the defects shall be considered, and the supplier shall be contacted. Arrangements shall be made for the return and replacement of the material, or an adjusted price shall be negotiated.

4.3 In the event materials purchased must be returned to the vendor for credit and the purchase invoice has already been submitted to Accounts Payable the returning department shall submit a Vendor Credit Memo Form (Attachment G) to Administrative Services to ensure proper credit is received by the City. This form shall contain a description of the item(s) returned, original invoice, amount of credit expected, the General Ledger account to be credited, and reason for return. If materials being returned are exchanged for a similar item of the same cost and will not result in a credit from the vendor or if a credit memo is issued by the vendor, this form is not required. Inventory items being returned for credit must have an Inventory Voucher (Attachment I) included with the Vendor Credit Memo Form (Attachment G) or vendor credit memo so the inventory records can be properly updated.

4.4 All vouchers and invoices shall be submitted to Administrative Services for processing in accordance with the voucher schedule. Invoices and vouchers submitted for payment shall include the following information:

- Budget Line Item Number(s)
- Amount
- Description of Items Purchases
- CIP Number (if applicable)
- Date Approved
- Required signature(s) acknowledging the perjury statement and purchaser's employee number
- Completed inventory voucher (Attachment I) (if applicable)
- Quote documentation (if applicable)

4.5 All vendor invoices and credit memos shall be submitted from the vendor directly to Administrative Services for processing. Invoices and credit memos shall not be

emailed or faxed to individual departments. Invoices must be in written format and contain the following information:

- Complete Name, Address and Phone Number of Vendor
- Invoice Number
- Date
- Itemized and Detailed Description of Items Purchased
- Amount (including shipping and handling)

4.6 Departments shall submit coded invoices in a timely manner to Administrative Services for processing in order to avoid late fees or finance charges.

4.7 Checks are issued for completed and properly coded invoices within two working days after a regular City Council meeting. Complete invoices must be submitted in accordance with the deadlines provided in the voucher schedule. Requests for check issuance outside these guidelines must be approved by the Finance Officer and/or the City Administrator then approved by City Council before the check will be issued.

4.8 The use of PayPal or any other similar form of electronic payment method other than City issued credit cards for making purchases on behalf of the City is prohibited.

SECTION 5 – MATERIALS INVENTORY

5.1 It is a requirement of GAAP that inventory is properly accounted for according to a particular set of standards, so as to limit the potential of understating inventory value, and to limit the potential to overstate the value of inventory which has, in fact, materially depreciated in value.

5.2 Inventory shall be recorded at cost when purchased and charged at average cost when used under a perpetual inventory system using the purchases method unless the cost exceeds market value due to obsolescence.

5.3 The City will maintain sufficient levels of materials and supplies in inventory to reasonably facilitate the day-to-day operations of the City. Most departments or divisions maintain immaterial levels of supplies; however, certain departments require higher levels of inventory on hand. Excessive amounts of inventory is discouraged and it is the expectation that all departments maintaining inventory will practice just-in-time purchasing when practical to limit the amount of unneeded inventory in stock.

5.4 All materials which are purchased and intended to be placed in service as part of the City's infrastructure or other assets, systems operations and all goods purchased for resale shall be considered inventory. These items include but are not limited to:

- Transformers, meters, hydrants and associated parts

- Pipe, conduit, pumps, poles, electric cable and wire

- Arrestors, capacitors, CTs, PTs, pad mount switches, pedestals, vaults, & sectionalizing cabinets

- Street chipping and grading materials
- Street signs and dumpsters/rollouts
- Auto repair and replacement parts, tires, oil, antifreeze, fluids and lubricants that are charged out to other departments
- Any items purchased for the purpose of resale

5.5 Consumable items such as office supplies, break room supplies, cleaning supplies, chemicals, maintenance supplies, etc. will not be inventoried. Low value bulk supplies such as nuts, bolts, screws, washers, nails, sprinkler parts, small fuses, etc. whose usage cannot be attributed directly to an item placed in service are considered consumable supplies and not included in inventory counts or valuation.

5.6 Items which are removed from inventory and placed in service then returned to inventory for later use or disposal shall be considered salvage and therefore not included in inventory counts or valuation.

5.7 Inventory items that meet the capitalization requirements shall be removed from inventory and capitalized and depreciated during the year it is placed in service.

5.8 Obsolete inventory items shall be removed from the inventory list and their costs written down. The City will consider materials in inventory obsolete when any of the following criteria are met:

- There has been no usage of the item(s) during the previous 12 months and the item(s) are not being held for a specific future purpose.
- The item(s) cannot be used due to damage, expired shelf life, breakage, or are being held only for parts for repairing other inventoried items.
- The item(s) have been declared surplus or scrap material and are set to be disposed.

5.9 On a periodic schedule, each department that maintains inventory (as described above) will undertake a physical count of the inventory in stock using inventory reports generated from the City's Materials Management program In addition to updating the in-stock counts the departments shall mark items that are obsolete for removal. Completed inventory reports shall be returned to the Finance Officer by the 10th of the following month of the count Discrepancies shall be reviewed by the Finance Officer and inventory computer counts may be adjusted as necessary to correct count errors. Discrepancy rates of 5% or greater shall be reported to the appropriate Supervisor and Department Head.

SECTION 6 – USE OF PETTY CASH

6.1 Petty cash funds have been designated at the following locations: City Hall, Recreation Center, and Police Department. The maximum amount allowable for distribution at any one time is $25. Any distributions from petty cash higher than $25

must be approved in advance by the appropriate Department Head, the Finance Officer. Individual departments may maintain a petty cash account if authorized by the Finance Officer or his/her designee. Any department maintaining a petty cash account will be subject to periodic audits performed by the Administrative Services staff. Each department maintaining a petty cash account shall designate a custodian and a reconciler.

6.2 Use of petty cash should be limited to expenditures that cannot be paid through the accounts payable system and will only be disbursed using forms supplied by the Administrative Services Department. Purchases may also be made through petty cash when the purchase amount is nominal and processing through accounts payable would be prohibitively costly compared to the original purchase price. A Petty Cash Voucher (Attachment H) must be signed by the receiving individual and a receipt must accompany all payments out of petty cash.

6.3 Departments maintaining petty cash funds shall reconcile the cash on hand and receipts and submit a voucher for replenishment of the fund on at least a quarterly basis or more frequently as deemed necessary.

SECTION 7 – CONFIDENTIAL FUNDS

7.1 Confidential funds are issued in order to purchase information and services from confidential informants, to purchase evidence and cover related undercover expenses that are not reimbursed through normal City or department procedures.

7.2 The City of Cody shall establish a Confidential Petty Cash Fund at the Cody Police Department in the amount of $2,500 which shall be restricted to authorized personnel only as designated by the Chief of Police or his/her designee. Funds to establish the account shall come from any forfeiture money allotted to the City by the Department of Justice, or through the General Fund reserves on approval by the City Council. The Cody Police Department is responsible for maintaining all records associated with the use and receipt of confidential funds. Confidential funds will only be assigned to those department members authorized by the Chief of Police or his/her designee.

7.3 A confidential informant is defined as an individual who provides useful police information concerning criminal activity, including narcotic, vice, organized crimes or intelligence information in return for money, assistance in dealing with prosecutors or courts in terms of charges, pleadings or sentencing. They have a permanent confidential informant file on record with the Police Department. They have been proven reliable and credible in the past and the new information can be proven reliable through other means or sources. The person has direct knowledge of the illegal activity.

7.4 The Cody Police Department shall maintain a Confidential Funds Ledger (CPD Form #213) for the Confidential Petty Cash Fund to document all funds received and disbursed including returned unused funds.

7.5 Confidential Petty Cash Funds shall be secured in a locked safe, vault or cabinet along with the Confidential Funds Ledger and access shall be restricted to authorized Cody Police Department Administrative Services Personnel.

7.6 The Confidential Funds Ledger will include the following information:

- The date the confidential funds were received, paid-out or transferred.
- The amount of confidential funds received, paid-out or transferred.
- The balance or amount of confidential funds remaining after the issuance, transfer or expenditure of confidential funds.
- The reason for the issuance, transfer or expenditure of confidential funds.

7.7 The Funds Control Log (CPD Form #207) shall be used to document confidential fund expenditures. It shall be signed by the department member who received and expended the funds. It will include the reason for the expenditure, the amount and date the money was expended, and the case number. Informant/Witnesses to the expenditure shall also sign the Funds Control Log. Completed Funds Control Logs shall be submitted to the Chief of Police or his/her designee for approval.

7.8 The Police Department is responsible for requesting reimbursement in a timely manner to ensure funds are readily available when needed.

7.9 To request reimbursement, the Chief of Police or his/her designee shall submit to City Administrative Services a signed Confidential Funds Ledger Form, which shows detailed accounting of expenses and attached copies of Funds Control Logs supporting each account transaction.

7.10 Reimbursement requests shall be processed through normal Council approval process and reimbursement checks will be forwarded to the Police Department for cashing and replenishment of the fund.

7.11 The City Administrative Services Department is responsible for the City's internal control system and performing random internal audits. The Administrative Services Department, in conjunction with the Chief of Police or his/her designee, shall perform an audit of all confidential funds records periodically without advance notice.

7.12 To obtain confidential funds the requesting department member shall complete a Funds Control Log. The department member then forwards the form to the Chief of Police or his/her designee for approval. The request shall be recorded at the time of disbursement on the Confidential Funds Ledger Form for tracking and reconciliation purposes. All unused funds shall be returned to the confidential funds petty cash fund and recorded on the Confidential Funds Ledger Form.

7.13 The Officer CI Ledger shall be used to document confidential funds received and expended. The CI Ledger will include the date the money was expended, the reason for the expenditure, the case number, the amount of CI funds received, the CI funds paid-out and the member's confidential funds balance. It is the responsibility of the

department member assigned the funds to keep their assigned Officer CI Ledger current and up to date and it is subject to audit and inspection at any time.

7.14 Confidential funds are authorized for the payment of investigative expenses, services, information, undercover expenses or the purchase of contraband and evidence as follows:

- Drugs
- Weapons
- Records
- Any other items involved in criminal activity, by a confidential informant, witness or department member in an undercover capacity.
- Payment to confidential informants for information or services such as authorized purchase of contraband or evidence by the confidential informant or purchases of information from the informant.
- On a limited and pre-approved basis, authorized expenses to a confidential informant may include lodging, meals and transportation in order to purchase the information or services.

7.15 Confidential funds cannot be used by the department member for personal use. Confidential funds are not authorized to purchase supplies or equipment that can be obtained through normal City or Departmental procedures.

7.16 Confidential funds issued to a department member are the responsibility of that department member. Confidential funds misused, lost or stolen through neglect will be replaced by the department member who was responsible for the funds. Incidents in which confidential funds are misused, lost or stolen shall be reported to the Chief of Police or Assistant Chief of Police immediately. Department members are subject to criminal investigation, internal investigation and administrative discipline when used in violation of policy or procedure.

7.17 Each department member issued confidential funds will be issued a security bank bag which can be locked. Each security bag will have two (2) keys: One (1) key will be issued to the department member responsible for the confidential funds, and one (1) key will be maintained in the Department's master key box.

7.18 The Chief of Police or his/her designee will review and approve the confidential fund expenditures of those department members issued confidential funds. The approval of expenditures by the department member will be documented in the form of a signature by the Chief of Police or his/her designee on the supervisor line of the Funds Control Log.

7.19 The confidential fund expenditures of each department member assigned confidential funds will be submitted to the Chief or his/her designee for review within two (2) weeks after the end of each month. The department member will submit a copy of

their Officer CI Ledger along with copies of their Funds Control Log sheets for each ledger entry.

7.20 The confidential funds assigned to individual department members are subject to unannounced audits by the Chief, Assistant Chief or City of Cody Administrative Services Department. An audit of individual funds shall be conducted bi-annually by the City of Cody Administrative Services Division in conjunction with the Chief of Police or his/her designee.

7.21 The balance of confidential funds issued to individual department members is limited to $500.00 or less in United States currency. This level may be exceeded on a temporary basis with the approval of the Chief of Police or his/her designee.

7.22 Expenditures of confidential funds for alcoholic beverages, tips, games and related expenses are only authorized when prior approval has been granted by the Chief of Police or his/her designee.

7.23 One time payments exceeding $250 or payments totaling $250 or more, to a confidential informant, must be approved by the Chief of Police or his/her designee. Confidential informants are not employees of this agency. The confidential informant is responsible for reporting any payments received from this agency to the Internal Revenue Service or other governmental agencies. This agency is not responsible for and will not make payments on behalf of confidential informants for social security taxes, income or sales taxes, or workers compensation premiums/taxes or attorney fees. Confidential funds will not be used to duplicate court witness fee payments to confidential informants.

7.24 Payments to confidential informants shall be witnessed by another law enforcement officer. Documentation of the payment shall include the confidential informant number, confidential informant signature and printed name of the confidential informan**t** on the last page of the Funds Control Log. The last page of the Funds Control Log form shall be filed with the confidential informant file.

7.25 A money front occurs when money is provided to the criminal target without having the evidence in hand. Normally, money fronts are to be avoided. Money fronts may be allowed on a case by case basis when the following factors are taken into account:

- Positive identity of the suspect.
- Prior history of the suspect.
- Adequate surveillance.
- The identity of the source of supply is known or at least suspected.
- The amount of money is not prohibitive.
- Prior authorization has been granted by the Chief of Police or his/her designee.

SECTION 8 – PUBLIC IMPROVEMENT CONTRACTS LET BY BID

8.1 The purpose of the contracts purchasing system is to provide a comprehensive system by which the City of Cody will bid its projects and purchase all new vehicles. The City of Cody will put out for bid all projects required by law, and will determine

whether or not other projects are best suited for bid or determined by internal selection.

8.2 Wyoming State Statutes apply to contracts for public improvements. In particular, W.S. 15-1-113 applies to Contracts to be advertised and W.S. 16-6-101 through 16-6-118 applies to Public Works and Contracts. In general, these statutes require that any public improvement contracts over $35,000 (excluding contracts for professional services or where the primary purpose is emergency work or maintenance). The advertisement shall be published on two (2) different occasions, at least seven (7) days apart, in a newspaper having general circulation in the city and shall state the place, date and time when bids will be received and publicly opened, and the place where interested persons may obtain specifications of work to be performed.

8.3 Bids will be advertised under the signature of the Administrative Services Officer as required by State Statute. Bids will be kept confidential until the advertised time of opening. The City shall award the bid to the lowest bidder who shall be determined qualified and responsible in the sole discretion of the City. The City may reject any irregular bids and may reject all bids submitted if it finds that none of them would serve the public interest.

8.4 Bid security in the amount of 10% is required for all projects or purchases that are bid and must be enclosed in the sealed bid. The Bid Security may be a bid bond, cashier's check, or money order. The bidder and the surety must sign a bid bond or it will not be accepted unless the bidder can show that any defects in the execution of the bid bond are waived by the surety and will not affect its enforceability.

8.5 A performance and payment bond is required on all Public Improvements Contracts. The contract shall not be executed until the appropriate bond is received. No final payment will be made until the Contractor submits an Affidavit of Materials and Payment Form, the warranty has expired and until the intent to make final payment has been advertised and the 41-day response time frame has passed.

8.6 Every bid awarded over $35,000 must be a written contract signed by the Mayor or in his/her absence, by the City Council President, and in his/her absence the Council Vice President and by the clerk or designee of the City Council. Standard City contract forms should be used whenever possible. At a minimum, the contract should contain the following:

- A description of the materials and/or services to be rendered
- The time of completion
- The price
- A statement requesting that a retainage escrow account be established by the contractor with the City listed as the owner of the account
- A list of referenced documents to be included as part of the contract
- Damages to be paid for non-performance
- Methodology for changes
- Termination conditions
- Warranty, signature
- Seal of the contractor, and signature of the City

8.7 Specifications for bidding of all authorized purchases shall be prepared using the current standard forms for material and supply purchases. The standard forms are as follows:

8.7.1 Table of Contents: shall be modified to include all documents to be included in the specifications.

8.7.2 Standard Advertisement for Bids: Notice of advertisement for bids shall include all pertinent information noted, shall be used as a "fill in the blank" form, shall have the bid opening date, and shall be advertised under the signature of the Administrative Services Officer on two occasions, at least seven (7) days apart, in the official newspaper.

8.7.3 Instructions to Bidders: It shall include language to retain the bid guarantee as part of the performance guarantee in certain cases and to require a performance guarantee in the amount of 100% of the bid. In the event that a pre-bid conference is needed on any item it should be added to the instructions.

8.7.4 Bid Form/Contract: Delineates that the bidder is agreeing to enter into a contract, if awarded the bid, that the form is the contract, and that it has been signed by the Mayor or in his/her absence, the Council President, and in his/her absence, the Council Vice President , creating the contract after award by City Council. This form shall be used as is with regard to the preliminary language and language following the listing of items and shall list of all bid items, trade-ins, etc. A copy of the executed Bid Form/Contract shall be returned to bidder with Notice of Award or placement of order. This form includes language requiring the bidder to comply with the specifications part and parcel of which is the Instructions to Bidders including specific language regarding bid and performance guarantee.

8.7.5 Detailed Specifications: Shall be completed by each department for the item(s) to be bid using only the general format provided.

8.7.6 Notice of Award: Sent to all bidders after the successful bidder has entered into contract. Bid securities will be returned to the unsuccessful bidders.

8.8 A pre-construction conference may be held for Public Improvements Contracts. Specifications and Design Standards establish and describe the duties of the Consultant and Contractor during construction. The Consultant and the Department Head will both review and approve progress payments to the Contractor during the course of construction.

8.9 A 10% retainage shall be withheld from each progress payment throughout the project. Retainage may be partially released before the end of the contract upon the recommendation of the Department Head or City Administrator with notice given to the Finance Officer to execute the release documents.

8.10 Upon acceptance by the Department Head, the Administrative Services Officer will submit the proper advertisement for final payment to the official newspaper according to Wyoming Statute §16-6-116. On the 41st day after published advertisement, the Administrative Services Officer shall check with the Project Administrator to determine if all claims have been resolved and all contractual and punch list items completed. If so, the Administrative Services Officer may instruct the Finance Officer to release any retainage to the Contractor. The advertising period is not necessary in the case of vehicle purchases or professional services. The one-year warranty period will begin on the date the City of Cody receives or prepares the notice of substantial completion.

8.11 A preference of up to 5% is given to certified Wyoming resident bidders. A certified resident means a person, partnership, limited partnership, registered limited partnership, registered limited liability company or corporation certified as a resident by the department of employment prior to bidding upon the contract and subject to W.S. 16-6-102. Wyoming preference laws apply to all governmental purchases, whether or not they are bid. Wyoming law provides that supplies, materials, equipment and machinery, produced, manufactured, grown or supplied by vendors residing in Wyoming shall have a preference over items of equal quality from other states. "A differential not to exceed five percent (5%) may be allowed in cost on the Wyoming materials, supplies, equipment, machinery and provisions".

8.12 Appropriate language must be inserted in all solicitations to notify suppliers of the preference. W.S. 16-6-106 provides that "all requests for bids and proposals for materials, supplies, equipment, and machinery shall contain the words "preference is hereby given to materials & supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state".

8.12.1 Exceptions to the resident preference shall be made as follows:

- Where federally funded projects are concerned

- Where any pertinent sections within this purchasing plan makes an <u>express</u> exception.

- Where the non-resident supplier can provide satisfactory proof that the state of his residency has no differential for out-of-state purchases for supplies, materials, equipment and machinery.

- Wyoming law also grants a specific preference to Wyoming construction materials where a differential not to exceed five percent (5%) may be allowed in cost of Wyoming materials of equal quality against materials from states having or enforcing a preference rule against "out-of-state" products. The construction materials preference only applies against materials from states with a similar preference.

8.13 In compliance with W.S. 16-6-1001 any entity which has received an appropriation of state funds on or after July 1, 2008, for any capital construction project shall conduct

a review of each project funded with state funds to assess whether contractors that were awarded contracts using a resident preference complied in all respects to applicable resident preference laws. Based on such review, if the City determines that there is reasonable suspicion that a contractor failed to comply with the resident preference laws, the City shall report the matter to the department of workforce services and the attorney general. The department of workforce services and the attorney general shall take such enforcement action on behalf of the state of Wyoming and the entity against the contractor as they deem appropriate.

SECTION 9 – PROFESSIONAL SERVICE CONTRACTS

9.1 The purpose of this section is to establish a policy for the selection of professionals that may be necessary to complete a project. Competitive bidding of professional services is not required. The intent is to select the most qualified consultant to serve the City.

9.2 The selection of the Consultant ultimately determines the characteristics of the project, potential construction costs, and possibly the operating and maintenance costs for many years.

9.3 After Council approval, the Mayor, or in his/her absence, the Council President, must sign the contract and copies must be given to the Administrative Services Officer, the Consultant, and the Project Administrator. The Consultant must be notified to proceed and informed of the name of the contact at the City, (normally the project administrator). The Project Administrator must provide all pertinent information to the Consultant, monitor the work, render decisions on behalf of the City and authorize payments to the Consultant.

SECTION 10 – CONSTRUCTION & VEHICLE PURCHASE CONTRACTS

10.1 The purpose of this section is to establish the procedures by which the City will purchase its new vehicles and contracts for construction of public improvements.

10.2 Wyoming State Statutes apply to vehicle purchases. In particular, W.S. 15-1-113 applies to Contracts to be advertised and W.S. 16-6-101 through 16-6-118 applies to Public Works and Contracts. In general, these statutes require that any new vehicles regardless of cost must be advertised. The advertisement shall be published on two (2) different occasions, at least seven (7) days apart, in a newspaper having general circulation in the city and shall state the place, date and time when bids will be received and publicly opened, and the place where interested persons may obtain bid specifications. An automobile or truck offered as trade-in for the purchase of a new vehicle shall also be included in the advertisement. An Asset Disposal form (Attachment E) for the traded vehicle must be completed and submitted to the Finance Officer

10.3 Bidding and Awarding the Contract: The Project Administrators shall prepare the bid package, including a signed copy of the Advertisement, Information for Bidders, Bid Form, Conditions and Specifications, and One Year Warranty requirement. For

Public Improvement Contracts the bid package must also include Bid Bond form, Notice of Award form, Agreement form, Performance and Payment Bond form, Notice to Proceed form, Affidavit on Behalf of Contractor form, and Drawings. Bid Security in the amount of 10% of the total bid shall accompany bids for new cars or trucks.

10.4 Advertising: The Advertisement must be approved by the Administrative Services Officer or his/her designated representative and appear in the local newspaper as required by State Statute. A pre-bid conference may be held to further explain the requirements to prospective bidders. All bids must be received by the City of Cody prior to the scheduled bid opening time.

10.5 Administering the Contract: The appropriate Department Head or his/her designee will review the bids and prepare an agenda summary for the City Council recommending an award, according to the provisions of the contract documents.

10.6 The Council will reject all bids or award the bid at a Council meeting. The Department Head or his/her designee will issue the Notice of Award. The contractor must submit a signed and sealed copy of the Agreement, which must be signed by the Mayor or in his/her absence, the Council President, or in his/her absence, the Council Vice President. The Contractor must also submit the necessary bonds, insurance, workers compensation certificate of good standing and other required documents. The Department Head or his/her designee may issue the Notice to Proceed only after the necessary bonds, documents and certificates have been submitted.

10.7 A manufacturer's standard warranty will be required with every new vehicle purchase. A Performance Bond may be required in vehicle purchases when substantial modification is necessary to cover unique specifications required in the bid. A notice to proceed and certificate of insurance are not required on vehicle bids. A Notice of Award will be issued and an Agreement executed by both parties.

SECTION 11 – PURCHASING CARD PROGRAM

11.1 The purpose of the Purchasing Card Program is to streamline and simplify the purchasing and payment process for small dollar transactions.

11.2 Card Holder Eligibility - In order to receive a City Purchasing Card a card holder must:

- Be a current full time or regular part time City of Cody employee
- Receive the approval of their Department Head and the Finance Officer and/or the City Administrator
- Attend a training session before receiving their Purchasing Card
- Sign a card holder agreement

11.3 Card Issuance - Employees who are authorized to have a purchasing card will complete a cardholder application form, which will be signed by the employee's supervisor, Department Head and the Finance Officer.

11.4 Limitations and Restrictions - The following restrictions (including but not limited to) may be placed on each individual card, as determined necessary by the employee's Department Head and Finance Officer and/or City Administrator:

- Monthly, daily and per transaction credit limits
- Limits on number of transactions
- Merchant category blocking

11.5 Authorized Purchases - The Purchasing Card Program is intended for the purchase of low-dollar operational supplies, materials and goods needed during the normal course of business and may include (but are not limited to):

- Books and subscriptions
- Computer and office supplies
- Professional membership dues
- Seminars, classes & registration fees
- Hardware and tools
- Spare parts
- Misc. supplies
- Equipment rentals
- Travel costs

11.6 Unauthorized Purchases - The following is a list of unauthorized Purchasing Card purchases:

- Alcohol or tobacco products
- Prescription and non-prescription drugs
- Weapons and ammunition (except for Police personnel)
- Cash advances
- Items for personal use
- Any transaction which exceeds the limits set on the cards
- Fuel for personal vehicles
- Payment for services rendered
- Capital purchases
- Items requiring a bid under Section 8 of this policy
- Purchases or travel outside of the United States unless authorized by the City Administrator
- Purchases exceeding the appropriated budget amount for the GL code being charged without prior authorization from the appropriate supervisor or Department Head

11.7 Lost or Stolen Cards - If the Purchasing Card is lost or stolen, the Card Holder shall notify their supervisor and the Finance Officer immediately. The Finance Officer will follow up with the Card Issuer to take the appropriate action to have the card canceled and a new card issued.

11.8 Disputed or Fraudulent Charges - If the Card Holder is disputing a charge or believes there is a fraudulent charge on the card, they shall complete and submit to the Finance Officer a Statement of Questionable/Disputed Charges (Attachment M).

11.8.1 If the Card Holder believes the merchant has charged the account incorrectly or there is an outstanding quality or service issue, the first contact shall be between the Card Holder and the merchant to try to resolve the error or problem. If the matter is resolved directly with the merchant, and the error involved an over charge the Card Holder shall request a credit adjustment to appear on the next statement. If the merchant disagrees that an adjustment is necessary, the Card Holder should immediately contact the Finance Officer who will work to resolve the dispute.

11.8.2 Any fraudulent charge or a charge that was not authorized by the Card Holder must be reported immediately to the Finance Officer. The Card Holder shall provide all documentation, information and statements necessary to resolve the disputed transaction.

11.8.3 If the statement lists a transaction where the goods have not been received the Card Holder shall contact the merchant and attempt to resolve these items. If the dispute cannot be resolved at this level the Card Holder shall report the dispute to the Finance Officer.

11.8.4 If purchased items or credits are not listed as expected on a statement the Card Holder shall contact the merchant and attempt to resolve the issue. If the purchase or credit does not appear on the next statement after contact with the merchant the Card Holder shall notify the Finance Officer for assistance in resolving the issue.

11.9 Merchandise Returns – If an item is not satisfactory, received in error, damaged and/or defective, a duplicate order, etc. the following steps should be followed:

11.9.1 The Cardholder makes contact with the vendor to obtain authorization to return the item(s). (Every vendor is different for return policies – make sure your return meets their criteria without incurring a restocking fee). Follow the vendor's return instructions.

11.9.2 When an item has been returned and a credit voucher received, the Cardholder shall provide credit documentation to Administrative Services. Return the original receipt to Administrative Services and retain the credit receipt for the next months' statement.

11.9.3 If the vendor has not replaced or corrected the item by the statement cutoff date, then the purchase of that item will be considered in

dispute. Attach Statement of Questioned/Disputed Item (Attachment M) to the statement and forward it to the Finance Officer for resolution.

11.10 Card Holder Responsibilities:

11.10.1 It is the Card Holder's responsibility to safeguard the Purchase Card and account number.

11.10.2 It is the Card Holder's responsibility to advise the vendor that the purchase is tax exempt and to verify if there are any discounts available to the City that can apply to the purchase.

11.10.3 It is the Card Holder's responsibility to obtain all itemized invoices and itemized receipts for purchases on the Purchasing Card.

11.10.4 It is the Card Holder's responsibility to review the Purchase Card account statement for accuracy, to code each purchase to the appropriate General Ledger account and to verify that any expected charges, credits or adjustments appear on the statement.

11.10.5 The Card Holder shall sign a perjury statement and forward the coded and signed statement with all receipts and invoices attached to Administrative Services for processing. If the Card Holder is not a supervisor, the Card Holder's supervisor shall also sign off on the statement before forwarding to Administrative Services for payment.

11.11 Compliance with Purchase Card Policy – The City expects that all Card Holders shall follow this policy and use the Purchase Card within the guidelines.

11.11.1 By signing the application form the employee (Card Holder) agrees to adhere to this policy and to the cardholder agreement.

11.11.2 The Card Holder is the only person entitled to use the card and the card is not to be transferred to or allowed to be used by anyone other than the Card Holder. The Card Holder may make procurement transactions on behalf of others in their department however the Card Holder is responsible for the validity of purchases made with their card and for obtaining the required receipts.

11.11.3 Violations of this policy including but not limited to personal or other unauthorized use of the card may result in loss of purchase card privileges and discipline up to and including termination. Any discipline arising from the misuse of a Purchasing Card shall follow the requirements outlined in the Personnel Manual.

Disposal of Non-Capital Property and Surplus Materials

SECTION 1 – GENERAL INFORMATION

1.1 Upon approval of the appropriate Department Head non-capital property and surplus materials that have a value of less than $500 which are unusable, unsellable or un-repairable may be junked. Disposals of such items shall be done in compliance with Wyoming Statute §15-1-112.

1.2 Upon the approval of the City Council, non-capital property and surplus materials that have a value of $500 or more may be sold or traded. Disposals of such items shall be done in compliance with Wyoming Statute §15-1-112.

1.3 For purposes of this section all used electrical property construed to be governed by EPA hazardous material regulations shall be considered scrap and must be disposed of properly.

SECTION 2 – REQUIREMENTS

2.1 Non-capital items with an estimated value of $500 or more must be advertised for sale through a public auction or sealed bid sale. A notice stating the terms of sale and a description of the property to be sold shall be published once a week for 3 weeks preceding the date of the auction or sale in a newspaper of general circulation in Cody. At the time, place and method fixed, such property may be sold to the highest bidder except where otherwise stated in Wyoming Statue 15-1-12. The City shall reserve the right to reject any and all bids.

2.2 For non-capital or surplus items sold through a sealed bid process a 10% bid bond is required for all items with a value of $5,000 (either individually or aggregate) or greater.

2.3 The proceeds from such sale shall be paid to the Administrative Services Department and deposited in the proper fund of the City. Upon completion of the sale, the auctioneer or responsible party must provide the Finance Officer with a complete list of all items sold and the sale price of each item.

2.4 The disposal of inventory items shall be reported to the Finance Officer on the periodic inventory count report including the number of items disposed of, the date disposed, and the amount received (if applicable).

Accounting, Auditing, and Reporting

SECTION 1 – ACCOUNTING

1.1 Conformance to Accounting Principles – The City's accounting practices and financial reporting shall conform to generally accepted accounting principles (GAAP) as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

1.2 Basis of Accounting –

1.2.1 In the governmental funds the modified accrual basis of accounting is applied. Under this basis, revenues are recognized when measurable and available. Expenditures are recorded when the related fund liability is incurred.

1.2.2 In the proprietary funds the accrual basis of accounting is applied. Under this basis revenues are recognize when earned and expenses are recorded when the liability is incurred or economic asset is used.

SECTION 2 – ANNUAL AUDIT

2.1 An annual audit will be performed by an independent certified public accounting firm, which will issue an official opinion on the annual financial statements, with a management letter detailing areas that need improvements, if required.

2.2 If considered practical, every three years the City shall request proposals from all qualified firms, including the current auditors if their past performance has been satisfactory, and the City Council shall select an independent firm of certified public accountants to perform an annual audit of the books of account, records and transactions, certifying the financial statements of the City.

2.3 The Finance Officer will remedy any/all management recommendations within a reasonable timeframe and notify the City Administrator and the City Council of the actions taken.

2.4 If the City expends $500,000 or more in a year (or the amount as currently designated under OMB Circular A-133) in Federal awards the City shall comply with the provisions set forth in Circular A-133.

SECTION 3 – CASH COLLECTION SITES

3.1 All revenue collections will be consolidated under the Administrative Services Department whenever practicable. All off-site cash collections will be subject to random audits by the Finance Officer.

3.2 All cash collected at off-site locations shall be reconciled and submitted to Administrative Services on a daily basis (excluding weekends and holidays).

SECTION 4 – FINANCIAL REPORTING

4.1 Monthly reports comparing expenditures and revenues to current budget shall be prepared for review by the City Council, City Administrator and Department Heads in compliance with W.S. 15-2-203.

4.2 An audited Basic Financial Statements report shall be prepared for approval by the City Council and submitted to the Wyoming Department of Audit no later than December 31st of each year in compliance with W.S. 16-4-121.

4.3 An annual City and Town Financial Report Form F-66 (WY-2) shall be filed with the Wyoming Department of Audit by September 30th of each year in compliance with W.S. 9-1-507.

SECTION 5 – INTERNAL CONTROLS

5.1 Proper Authorization - Procedures shall be designed, implemented and maintained to ensure that financial transactions and activities are properly reviewed and authorized.

5.2 Segregation of Duties - Job duties will be adequately separated to reduce to an acceptable level the opportunities for any person to be in a position to both perpetrate and conceal errors or irregularities in the normal course of assigned duties. If proper segregation of duties is not possible or practical, appropriate compensating controls shall be put in place.

5.3 Proper Recording of Transactions - Procedures shall be developed and maintained by Administrative Services that will ensure financial transactions and events are properly recorded and that all financial reports may be relied upon as accurate, complete and up-to-date.

5.4 Access to Assets and Records - Procedures shall be designed and maintained to ensure that adequate safeguards exist over the access to and use of financial assets and records.

5.5 Independent Checks – When deemed prudent or necessary by the Finance Officer, independent checks and audits will be made on staff performance and processes to ensure compliance with established procedures and proper valuation of recorded amounts.

5.6 Costs and Benefits - Internal control systems and procedures must have an apparent benefit in terms of reducing and/or preventing losses. The cost of implementing and maintaining any control system shall be evaluated periodically as deemed necessary by the Finance Officer against the expected benefits to be derived from that system and changes made as needed.

SECTION 6 – UNCOLLECTIBLE ACCOUNTS

6.1 Customer accounts may be deemed uncollectible under any of the following circumstances:

- The City has received a notice that the account has been discharged in a bankruptcy proceeding.
- A deceased customer's estate that has no liquid assets to cover the outstanding amount or there is no estate on which to file a claim.
- The account has been in collections status for a minimum of 10 years with no payments within the most recent 12 month period.
- The account has reached the legal statute of limitations for filing legal action
- All reasonable notifications and cost-effective legal avenues have been exhausted
- The cost to recover the debt does not warrant further action
- The debtor is untraceable or cannot be identified
- A court has ruled that the debt is not recoverable

6.2 Customer accounts which are deemed to be uncollectible shall be written off annually with Council approval. The Finance Officer shall provide an estimate of the annual write off amounts during the budget process.

6.3 Delinquent accounts with balances that are deemed too small for collection action may be written off with the approval of the Finance Officer without prior Council approval.

Risk Management

SECTION 1 – GENERAL INFORMATION

1.1 Administrative Services is designated as the risk management office for all claims for liability and property damage.

1.2 The City shall carry liability insurance through LGLP (Local Government Liability Pool).

1.3 If considered practical, every three years the City shall request proposals from all qualified insurance companies and the City Council shall select an independent firm to provide property insurance to the City of Cody.

SECTION 2 – CLAIMS AGAINST THE CITY

2.1 When an incident occurs in which private property is damaged or a non-employee injury occurs on City property the department involved shall notify the Finance Officer as soon as possible. The department shall provide a written statement regarding the incident along with any photos or other related documentation. This information shall be retained by the Finance Officer in the event a claim against the City is filed.

2.2 All claims made against the City for damages or liability shall be submitted by the claimant to the Finance Officer for filing with LGLP.

2.3 LGLP will investigate the claim and determine whether or not the City of Cody was negligent in any act. If the City is deemed negligent, LGLP will process the claim and any charges for claims or deductibles shall be charged to the department in which the claim or liability was incurred. If LGLP finds no negligence on the part of the City, the claim will be denied and a letter will be sent to the claimant from LGLP. All claims will be investigated and determined under the guidelines outlined in the Governmental Claims Act.

SECTION 3 – DAMAGE TO CITY PROPERTY

3.1 All damage to City property shall be reported to the Police Department and the Finance Officer immediately when possible or at least within 24 hours of discovery or occurrence. The Police Department shall forward a copy of the police report to the Finance Officer as soon as the report is complete.

3.2 If the damage results in a citation for either Municipal or Circuit court the City shall request restitution in the amount of the claim including materials and labor.

3.3 When the identity of the person who damaged the property is known, the City shall file a claim against the person's insurance company, if possible. If there is no insurance coverage the City shall bill the person directly for the damages.

Records Management

SECTION 1 – GENERAL INFORMATION

1.1 Wyoming Statutes 9-2-410 states: "All public records are the property of the state. They shall be delivered by outgoing officials and employees to their successors and shall be preserved, stored, transferred, destroyed or disposed of, and otherwise managed, only in accordance with W.S. 9-2-405 through 9-2-413."

1.2 Wyoming Statutes 9-2-401(a)(v) defines "public record" to include the original and all copies of any paper, correspondence, form, etc., or other document, regardless of physical form or characteristics, which have been made or received in transacting public business by the state, a political sub-division, or an agency of the state.

1.3 The Administrative Services Department is designated as the official custodian of all City records and all records shall be maintained in Central Files or Archives. For practical purposes, individual departments may keep physical custody of certain records pertaining to their department(s) however a log of all records and their locations shall be maintained and updated annually with a copy provided to Administrative Services.

1.4 The City shall conform to the State defined retention schedule (ATTACHMENT J) giving the authority to destroy records after the records have been retained for the prescribed time.

SECTION 2 – RECORDS RETENTION

2.1 All City records shall be reviewed annually and the appropriate destruction of records shall occur by January 31st of each year. This includes any computerized records such as but not limited to billing and customer records, receipt records, and membership records. With the approval of the Administrative Services Officer the length of retention of a record may be extended in cases where the department's actual experience and practice would recommend longer retention.

2.2 All records which may be used in a financial audit/examination must be kept until after such audit/examination is completed and all litigations, claims, or audit finding are resolved. Also, all records which may be used in pending or current litigation must be kept until its settlement.

2.3 Before destroying any records, it is the Department Heads; responsibility to ensure that the dates of the records are in line with their retention schedules.

2.4 Records dated prior to 1920 cannot be destroyed until they have been thoroughly appraised for historical significance by Archives staff. In the case of those offices organized after 1920, all records created during the first ten years of its existence should be retained permanently or until they have been appraised for historical value.

2.5 Records containing confidential or sensitive information (as defined in the Identity Theft Policy) should be properly destroyed by shredding or in another manner which prevents reconstruction of the documents.

2.6 Records that are subject to destruction under the State records retention schedule are to be destroyed no later than January 31st of each year. Upon destruction a listing of all destroyed records and an updated list of current records shall be submitted to Administrative Services.

2.7 If a department desires to dispose of records outside the annual destruction process a listing of all files to be destroyed and the reason shall be submitted to Administrative Services 30 days prior to the actual destruction.

2.8 Records scheduled as PERMANENT should not be destroyed or removed from the City's custody. Permanent records cannot be scanned and stored on optical disks or on any electronic media, and then destroyed. If it is determined by the Administrative Services Officer that storage conditions or space is a problem, records may be transferred to the State Archives, and the legal chain of custody will not be broken. (W.S. 9-2-407, 1982)

2.9 By law, any agency adopting a microfilm system shall consult Wyoming State Archives therefore the use of microfilm for storing public records shall not occur unless previously approved by the Administrative Services Officer. Approval of the process must be obtained if permanent records are being filmed.

Attachments

Attachment A	Budget Amendment/Transfer Form
Attachment B	Asset Acquisition Form
Attachment C	Contributed Capital Form
Attachment D	Asset Capitalization Schedule
Attachment E	Asset Disposal Form
Attachment F	Employee Expense Report
Attachment G	Vendor Credit Memo Form
Attachment H	Petty Cash Voucher
Attachment I	Inventory Voucher
Attachment J	Records Retention Schedule
Attachment K	CIP Request Form
Attachment L	CIP Revision Request Form
Attachment M	Statement of Questionable/Disputed Charges

Budget Amendment/Transfer Instructions

The budget is, at best, an estimate of anticipated expenditures. Careful management of approved budget amounts is required to fund current planned service requirements, unforeseen emergencies and/or increased service demands. Every effort should be made to absorb these unforeseen expenditures via prudent spending, savings acquired from more efficient work methods, and quality improvement projects.

Monthly Financial Report/Budget Monitoring - A report of your current year expenditures is provided on a monthly basis to assist you in monitoring your budget. The report provides the current month's expenditures, fiscal year-to-date actual expenditures, approved budget and variance. Mid-month reports are available upon request to the Finance Officer.

Variances should to be reviewed by the department heads for accuracy and for potential impact upon cumulative year-end outcomes. Variances are important in determining potential budget shortfalls and need for corrective actions such as foregoing additional expenditures, requesting a budget transfer or requesting a budget amendment. Detail expenditure reports by GL account number are available upon request to the Finance Officer. Variances will also be reviewed by the City Administrator and Finance Officer and you may be asked to explain any significant or unusual variances.

If an invoice or voucher is submitted for payment that exceeds the approved budget amount the City Administrator will be notified and must sign-off on the overage prior the invoice being processed for payment.

When a deficit is forecasted and other alternatives such as spending cuts or savings elsewhere are not adequate to cover the budget shortfall a request for a budget amendment or budget transfer may be submitted. <u>Requests for amendments or transfers should be submitted prior to a deficit occurring.</u>

Request for Budget Amendment - A budget amendment is used to increase the appropriation amount from the original approved budget for a line item or add a budget amount to a line item (such as a new grant award not previously budgeted). Budget amendments must be approved in advance by the City Administrator and authorized by the City Council via Resolution. To initiate a budget amendment:

1. Complete the budget amendment section on the request form by filling in the fields for the GL Account Number, Current Budget Amount, Increase or (Decrease) Amount, and Amended Budget Amount.

2. Complete the Reason for Request section by providing a detailed justification of why the amendment is necessary. Include information regarding use of reserve funds or offsetting revenue. Also include alternative options if the request is not approved.

Request for Budget Transfer - A budget transfer is used to transfer appropriated funds from one line item to another within a department or fund. Budget transfers must be approved in advance by the City Administrator. In some instances transfers may require Council approval. To initiate a budget transfer:

1. Complete the budget transfer section on the request form by filling in the fields for the Amount to be Transferred, From GL Account Number, and To GL Account Number.

2. Complete the Reason for Request section by providing a detailed justification of why the transfer is necessary. Also include alternative options if the request is not approved.

Fiscal Year: _____

City of Cody
WYOMING

City of Cody
Budget Amendment/Transfer Form

BUDGET AMENDMENT - A budget amendment is used to increase the appropriation amount from the original approved budget for a line item or add a budget amount to a line item. Budget amendments must be approved in advance by the City Administrator and authorized by the City Council via Resolution.

GL Account Number	Current Budget Amount	Increase (Decrease) Amount	Amended Budget Amount

BUDGET TRANSFER – A budget transfer is used to transfer appropriated funds from one line item to another within a department or fund. Budget transfers must be approved in advance by the City Administrator.

Amount to be Transferred	From GL Account Number	To GL Account Number

Reason for Request: Provide a detailed justification of why the amendment or transfer is being requested. Include information regarding use of reserve funds or offsetting revenue as well as alternatives if the request is not approved.

Review of Request: Approved: _____Yes _____No Provide a detailed justification of why the amendment or transfer is being approved or denied.

Requested By: _____
(Department Head Signature)

Approved By: _____
(City Administrator Signature)

Date: _____

Date: _____

City of Cody
Asset Acquisition Form

Asset Information

Asset No _____ Date Acquired _____ New Used

Description _____

Tag Location _____ Asset Location _____

Serial No _____ Model _____

Manufacturer _____ Vendor _____

Invoice # _____ CK #_____ Cash Cost $_____

Useful Life _____ Salvage Value $_____ Replacement Cost $_____

Class _____ Group _____

Insurance ____ Federal Grant _____ Related Asset #_____

Acquisition Method

Purchased	Contributed Capital	Vehicle Replacement	Public Improvements	Inventory

Trade In Information

Asset #	Trade Value	Carryover Value	Gain(Loss)
	$	$	$

Capitalization Information

Allocation %	Dept	Acquisition GL	Asset GL	A/D GL

Contributed Capital Evaluation

Contributed capital is property donated or contributed to the City and shall be recorded and depreciated as capital assets if the property meets the capitalization threshold for the asset's classification. Donated or contributed property is recorded at fair market value or assessed value at the time of acquisition. Donated or contributed property includes both tangible and intangible items. Open space property, easements, or water/mineral rights received by the City as part of a subdivision development plan is considered contributed capital. Complete the following sections and return this form to Administrative Services along with the required attachments. **Regardless of the value of the property, all contributed capital must be reported to Administrative Services within 30 days of receiving the contribution.**

List below ALL contributed capital received from any outside contributor (for example, open space, land, water/mineral rights, easements, equipment, furniture etc). ***Required* - Attach documentation copies supporting the contribution/donation (letter/agreement from contributing agency, title, bill of sale, deed, invoices, etc)**

Description of Item – year, make, model, project description, etc.	Classification (land, equipment, furniture ,improvements, intangibles, etc)	Fair Market or Assessed Value	Contributing Agency	Date Contributed	Use/Disposal Restrictions	Dept # Allocated To

_____ _____ _____ _____

Department Head Date Administrative Services Date

Asset Capitalization Schedule

Classification	Category	Useful Life	Salvage Value	Capitalization Threshold (per individual unit)
Land	Land	N/A	100%	$ 5,000
Intangibles	Studies/Plans	5	0%	$ 5,000
	Easements/Rights of Way	N/A	100%	$ 5,000
	Water Rights	N/A	100%	$ 5,000
	Land/Mineral Use Rights	N/A	100%	$ 5,000
	Patents/Trademarks	N/A	100%	$ 5,000
	Other Intangibles	N/A	100%	$ 5,000
Buildings	Buildings	30-50	10%	$ 25,000
Improvements Other Than Buildings	Land Improvements	10	0%	$ 25,000
	Building Improvements	10	0%	$ 25,000
	Studies	5	0%	$ 5,000
Machinery & Equipment	Vehicles	5	10%	$ 5,000
	Heavy Equipment, Large Trucks & Buses	10	10%	$ 5,000
	Trailers	5	10%	$ 5,000
	Tools	5	10%	$ 5,000
	Office Equipment	5	10%	$ 5,000
	Fitness Equipment	5	10%	$ 5,000
	Computers & Software	3	0%	$ 5,000
	Valves and Pumps	5	0%	$ 5,000
	Meters, Transformers & Hydrants	10	0%	$ 5,000
	Other Equipment	5	10%	$ 5,000
Furniture & Fixtures	Furniture & Fixtures	5	10%	$ 5,000
Infrastructure	Studies	5	0%	$ 5,000
	Storage Tanks	10	0%	$ 25,000
	Lagoons	50	0%	$ 25,000
	Substations/Lift Stations	50	0%	$ 25,000
	Roads & Streets	50	0%	$ 25,000
	Storm Sewers	50	0%	$ 25,000
	Curb, Gutter & Sidewalk	50	0%	$ 25,000
	Raw Water Lines	50	0%	$ 25,000
	Water Lines	50	0%	$ 25,000
	Wastewater Lines	50	0%	$ 25,000
	Electrical Lines	50	0%	$ 25,000

	Land	Buildings	IOTB	Furniture & Fixtures	Machinery & Equipment	Infrastructure	CIP
Asset	XX-001-1600	XX-001-1610	XX-001-1620	XX-001-1630	XX-001-1640	XX-001-1670	XX-001-1800
A/D	N/A	XX-001-1619	XX-001-1629	XX-001-1639	XX-001-1649	XX-001-1679	N/A

City of Cody
Asset Disposal Form

ASSET INFORMATION

Asset Tag # _____ Serial/VIN # _____

Description: _____

Model _____ Manufacturer _____ Year _____

DISPOSAL INFORMATION

_____ ***Interdepartmental Transfer***

From Department: _____ Date Transferred: _____

To Department: _____ Accepted by Signature: _____

_____ ***Trade In***

Traded For: _____

Traded To: _____

Value Received: _____ Bid # (if any) _____ Date: _____

_____ ***Sold****

Sold Via: ____ Auction ____ Sealed Bid _____ Other: _____

Sold To: _____

Value Received: _____ Bid # (if any) _____ Date: _____

_____ ***Junked/Scrapped ****

Reason: _____

Disposal Method: _____ Date: _____

_____ ***Donated to Other Agency****

Reason: _____

Agency Name: _____ Date: _____

Department Approval: _____ Administrative Services: _____

*Requires Council Approval

Attachment E

CITY OF CODY
Credit Card Expense Report

Employee(s) _____

_____

Date(s) of Travel _____

Purpose of Travel _____

G/L Account #(s) _____

_____

_____

_____

Date	Vendor Name	Meals (itemized receipts required)	Lodging Costs	Other Costs	Total City Credit Card Charges

Grand Total _____

I hereby certify under penalty of perjury that the within and foregoing account is just and correct that the whole or no part thereof has been paid.

_____
Employee Signature
Date

_____
Department Approval
Date

Attachment F

City of Cody
Vendor Credit memo Form

Vendor Name: _____ Department _____

Date Returned	Quantity Returned	Inventory Number	Description	Reason for Return	Expected Credit
				Total Amount of Credit	**$**

Attachment G

PETTY CASH VOUCHER

Date _____

Issued To _____ Amount Distributed $_____

Description of Purchase	Amount	G/L Account
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

_____ Distributed By _____

Requestor's Signature

PETTY CASH VOUCHER

Date _____

Issued To _____ Amount Distributed $_____

Description of Purchase	Amount	G/L Account
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____

_____ Distributed By _____

Requestor's Signature

City of Cody
1338 Rumsey Ave
Cody, WY 82414-2200
PH 307-527-7511
FAX 307-527-6532

COMBINATION INVENTORY PURCHASE ORDER AND VOUCHER

Vendor Number _____

Vendor Name _____

Quantity Purchased	Inventory No.	Department	Category	Location	Item Description	Unit Price	Total Amount	GL Account No.
					TOTAL		$0.00	

I hereby certify under penalty of perjury that the within and foregoing account is just and correct and that the whole or no part thereof has been paid.

Signature _____

Department Approval _____

Attachment I

MUNICIPALITIES

AR #	TITLE OF RECORDS	RETENTION SCHEDULE
PUBLIC UTILITIES		
17606	Billing Records	Retain 2 years, then destroy.
2666	Cashier's Reports	Retain 2 years, then destroy.
17607	Customer Information/History Files	Retain 5 years, then destroy at discretion.
17608	Customer's Applications for Utilities	Retain 3 years, then destroy.
2672	Customer's Billing Stubs and Cash Register Tapes	Retain 2 years, then destroy.
2670	Customer's Deposit (Returned and paid)	Retain 3 years after payment to customer, then destroy.
17609	Customer's Ledger Sheets	Retain 5 years, then destroy.
2671	Customer's Miscellaneous Accounts Receivable	Retain 2 years, then destroy.
12743	Indoor Water Meter Permit Cards	Retain until superseded or canceled, then destroy; or microfilm and destroy at discretion.
2809	Sanitation Department Memorandums	Retain 3 years, then destroy.
17610	Utility Construction and "As Built" Plans, Specifications, and Related Records (Also includes location plans, permits, and permit index sheets)	Permanent or transfer to State Archives.
17611	Wastewater Treatment Facility Records (Includes discharge permit, funding and personnel/operator records, and monitoring records)	Retain 3 years, then destroy if no litigation, violations, or investigations are in process.
17612	Water System Bacteriological Analyses Records	Retain 5 years, then destroy.
17613	Water System Chemical Analyses Records	Retain 10 years, then destroy.
17614	Water System Sanitary Surveys Records (Includes all reports, summaries or communications relating to surveys of the system conducted by the system itself, or by any private or governmental agency)	Retain 10 years after completion of the sanitary survey involved, then destroy.
17615	Water System Variance or Exemption Records	Retain 5 years following the expiration of such variance or exemption, then destroy.
17616	Water System Violation and Correction Records	Retain 3 years after the last action taken with respect to the particular violation involved, then destroy.
2810	Work Orders	Retain 5 years, then destroy.
94-309	Customer Service Management Reports	Retain 2 years, then evaluate for legal, administrative, and historical value for transfer to State Archives. Destroy remaining records at discretion of department director.
94-310	Water Order Records (Includes meter readings and charges)	Retain 5 years, then destroy.

May 10, 1994

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
ADMINISTRATIVE		
05-385	Absence Report - Duplicate	Retain 1 year, then destroy. (Supersedes AR1#16647)
05-387	Compensatory Time File	Retain 1 year, then destroy. (Supersedes AR1#17072)
05-388	Department Order - Internal	Retain 4 years in office, then transfer in hard copy, those documents deemed of historical, administrative or legal value to State Archives for evaluation, or microfilm and then destroy remaining. (Supersedes AR1#16643)
05-389	Equipment Repair Orders (A Warning Citation issued to an individual..) (Douglas P.D.)	Retain 3 years after date of correction of citation/violation, then destroy. (Supersedes AR1#17075)
05-390	Grant File	Retain for 3 years from termination of grant or until audited which ever comes first, then destroy. If Grant funds are used for equipment purchases, retain for life of equipment, then destroy remaining. (Supersedes AR1#16640)
05-391	Leave Request / Report (Douglas P.D.)	Retain 1 year, then destroy. (Supersedes AR1#16648)
05-392	Litigation File	Retain 4 years, or until dispensation case, then destroy. (Supersedes AR1#16645)
05-393	Medical Bill, Contested	Retain 4 years, then destroy. (Supersedes AR1#16655)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
ADMINISTRATIVE (cont)		
05-394	Memoranda - External	Retain 2 years, then transfer in hard copy, those documents deemed of legal, administrative, and historical value to State Archives, or microfilm, then destroy remaining records. (Supersedes AR1#16642)
05-395	Memoranda - Internal	Retain 4 years in office, then transfer in hard copy, those documents deemed of legal, administrative or historical value (e.g. memoranda dealing with Policies and Procedures) to State Archives, for evaluation, or microfilm and then destroy remaining records. (Supersedes AR1#16641)
05-396	Personnel File	Retain until 4 years after date of separation from Police Department, and transfer original file to centralized municipal/city Personnel Department. (Supersedes AR1#16646)
05-397	Personnel Grievance Records	Retain 4 years after grievance file is closed, then destroy. (Supersedes AR1#17817)
05-398	Personnel Hiring Records	Unsuccessful Candidates: Retain 2 years, then destroy. Successful Candidates: Transfer application, photograph and other identification to Personnel File. All other Records: Destroy 4 years after date of termination. (Supersedes AR1#16662)
05-386	Police Department Annual Report	Transfer one copy to State Archives. Retain 10 years in office, then destroy. (Supersedes AR1#16638)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
ADMINISTRATIVE (cont)		
05-403	Police Chief's General Correspondence	Correspondence resulting in court action: Retain 4 years, then transfer in hard copy,those documents deemed of legal, administrative, and historical value to State Archives, or microfilm then destroy remaining. Other correspondence: Retain 2 years, then transfer those documents in hard copy, deemed of legal, administrative, and historical value to State Archives, or microfilm, then destroy remaining records. (Supersedes AR1#16644)
05-399	Police Department Organization Chart	Retain until superseded, then destroy. (Supersedes AR1#16639)
05-400	Prisoner Billing File	Retain 4 years, then destroy. (Supersedes AR1#16654)
05-401	Record of Overtime / Overtime earned	Retain 4 years, then destroy. (Supersedes AR1#'s 11649 & 16650)
05-402	Vacation Request Sheet	Retain until end of current calendar year, then destroy. (Supersedes AR1#16652
TRAINING		
05-307	Dispatcher's Manual a/k/a Dispatcher's Policies and Procedures Manual	Retain until superseded. Permanent in office, or transfer one complete hard copy to Archives as updated. (Supersedes AR1#16659)
05-309	Officer's Training File	Retain 4 years after date of separation, then destroy. (Supersedes AR1#16656)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
TRAINING (cont.)		
05-308	Officer's Manual a/k/a Operations Manual	Retain until superseded. Permanent in office, or transfer one complete hard copy to State Archives as updated. (Supersedes AR1# 16658)
05-310	Records Department's Policies and Procedures Manual	Retain until superseded. Permanent in office, or transfer one complete hard copy to Archives as updated. (Supersedes AR1#16660)
05-311	Weapons Room Inventory	Retain until superseded, then destroy. (Supersedes AR1#16661)
Internal Affairs Office		
05-360	Internal Affairs Investigation Files	Founded Criminal Complaint Investigations not retained in Case Files: Retain for 4 years then review for historical, legal, or administrative value, or retain in personnel file, then destroy those records not deemed worthy of further retention. Unfounded or not substantiated by fact: Retain 2 years after date of report, then destroy. (Supersedes AR1#17818)
PATROL		
05-361	Waiver of Liability	Retain 4 years, or if litigation is pending, until litigation is resolved, then destroy. (Supersedes AR1#16680)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
Records		
05-362	Accident Report	Retain 4 years after completion of Report, then destroy. (Record copy retained at Wyoming Department of Transportation for accidents with property damage of over $1,000.00, and or personal injury/fatalities.) (Supersedes AR1#16674)
05-363	Accident Report - Vehicular Homicide	Retain permanently or Microfilm, transfer to State Archives, then destroy. (Supersedes AR1#16673)
05-364	Animal Control Records	Misdemeanor Records, Retain 5 years, then destroy; Non-Criminal Records, Retain 4 years then destroy. (Supersedes AR1#17078)
05-365	Archives and Records Management Unit correspondence	Retain until retention schedules are superseded, then destroy. Records are retained permanently by Wyoming State Archives. Retain transfer forms for 4 years, then destroy. (Supersedes AR1#16679)
05-366	Arrest or Booking files/Records	Deceased: Retain 4 years, then destroy. Felonies: Retain 20 years, then destroy. Homicides: Permanent in office or microfilm, then destroy or, transfer hard copy to State Archives. Misdemeanors: Retain 5 years, then destroy. (Supersedes AR1#16668)
05-367	Case Files	Felonies: Retain 20 years, then destroy. Death/Homicide Report: Permanent in office, or transfer hard copy to State Archives, or microfilm, then destroy. Domestic Violence Assaults: Retain 20 years, then destroy. Misdemeanors: Retain 5 years, then destroy. Non-Criminal: Retain 4 years, then destroy. (Supersedes AR1#17080, 17082, 17083, 17084, 17088, 17094, 17099, and 16667)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
Records cont.		
05-368	Complaint & Summons	Retain 5 years, review for legal, administrative or historical value, then destroy. (Supersedes AR1#94-583
05-369	Court Order to Expunge Records	Retain 4 years, then destroy. (Supersedes AR1#16670)
05-444	In-car Video Recording	Where citations or criminal charges are captured: Retain until all court proceedings have been completed or 90 days, whichever is longer. Then recycle or destroy video, as appropriate. In cases where civil litigation is indicated: Retain 5 years after the traffic stop, then recycle or destroy video as appropriate. In cases where video does not contain either of the above: Retain 90 days after the traffic stop, review, then recycle or destroy video as appropriate.
05-370	Ledger (a.k.a. Cash Book)	Retain 2 years, then destroy. (Supersedes AR1#'s 16677 and 16678)
05-371	Log Books	Retain 4 years, then destroy. (Supersedes AR1#17077)
05-372	Monthly Reports (Includes Uniform Crime Report)	Retain 6 months, then destroy. (Supersedes AR1#'s 16671 & 16672)
05-373	News Release Book	Retain 3 months, then destroy. (Supersedes AR1#16675)
05-374	Officer Activity Cards	Retain 3 years, then destroy. (Supersedes AR1#17081)
05-375	Parking Tickets	Retain 1 year, then destroy. (Supersedes AR1#17074)
05-376	Registration and Licensing Records	Retain 3 years, then destroy. (Supersedes AR1#17076)
05-377	Subpoena for Records	Retain 4 years, then destroy. (Supersedes AR1#01-250)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
05-378	Traffic Citations/Moving Violations	Retain 2 months from the date of issuance, review for legal and administrative value, then destroy. (Supersedes AR1#94-583)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
DISPATCHER		
05-298	Criminal History Records Information (CHRI); Request Sheet	Retain l year, then destroy. (Supersedes AR1#16683)
05-299	Radio Log / Daily Activity Report	Retain 4 years, then destroy. (Supersedes AR1#'s 17073 & 16681)
05-300	Sound Recordings of Radio and Telephone Traffic	Selected Radio Sound Recordings to be retained 4 years or until case is resolved and closed, then destroy. Other tapes, retain 30 days, then destroy. (Supersedes AR1#'s 16684 & 16685)
05-301	Teletype System Records (Includes N.C.I.C. Records)	Retain following the current requirements of N.C.I.C. and State Division of Criminal Investigation, then destroy. (Supersedes AR1#16686)
05-302	Towed Vehicle Log	Retain 4 years, then destroy. (Supersedes AR1#16682)
DETECTIVE		
05-293	Detective Month End Report	Retain 1 year, then destroy. (Supersedes AR1#16690)
05-294	Field Interview Report a/k/a "FI" Card	Retain 4 years, then destroy. (Supersedes AR1#'s 16687 & 16688)
05-295	Motorcycle Gang Member Index File	Retain 4 years, then destroy. (Supersedes AR1#16691)
05-296	Pawn Slip	If not part of Case File, retain 4 years, then destroy. (Supersedes AR1#16689)
05-297	TRAC (Target Repeat Active Criminals) File	Retain 4 years, then destroy. (Supersedes AR1#16692)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
Lab		
05-303	Certified Mail Card	If not part of Case File, retain 4 years, then destroy. (Supersedes AR1#16695)
05-304	Fingerprint Cards - Master File	If not part of the Case File or Arrest File, retain 20 years or until death of individual, or microfilm, then destroy. (Supersedes AR1#99-108)
05-305	Photographic Identification File a/k/a Mug File	If not part of the Case File or Arrest File, retain 20 years, then destroy. (Supersedes AR1#16696)
05-306	Property/Evidence Control and Disposition Records	Retain for life of property in Property/Evidence Room. Death or Homicide: If the records are not duplicated or filed in the Case file, retain permanently or transfer in hard copy to State Archives, or microfilm and destroy. All others, retain 4 years, then destroy. (Supersedes AR1#17086)
Jail (Rock Springs Police Department)		
05-312	Booking Form (Includes, but not limited to: Suspect Page, Charge information, and Court Assignment documents)	Misdemeanors: Retain in office 5 years after case is closed, or microfilm and destroy. Felonies: Retain 20 years in the office after case is closed, or microfilm and destroy. (Supersedes AR1#17090)
05-313	Custodial Ledger Adult/Juvenile	Permanent or microfilm, then transfer original to State Archives. (Supersedes AR1#17101)
05-314	Daily Jail Activity Report	Retain 3 years, then destroy. (Supersedes AR1#'s 17096, 17097 and 17100)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
POLICE		
JAIL (ROCK SPRINGS POLICE DEPARTMENT)		
05-315	In-jail Video Recordings	In cases where incidents, or inappropriate activities are captured, retain until all court proceedings have been completed, then recycle or destroy video as appropriate. In cases where civil litigation is indicated, retain 5 years after die incident(s) has/have been closed, then recycle or destroy video as appropriate. In cases where the video does not contain either of the above, retain 90 days after the incident and review by supervisory personnel, then recycle or destroy video as appropriate.
05-316	Jail Medication Log/Screening **(Restricted Records)**	Retain 5 years after date of release, then destroy. (Supersedes AR1#17095)
05-317	**JUVENILE DETAINMENT TALLY**	Retain 5 years, then destroy. (Supersedes AR1# 17087)
05-318	Prisoner Property/Release Form	Retain 4 years after date of release, then destroy. (Supersedes AR1#'s 17091 & 17093)
05-319	Prisoners Telephone Log	Retain 5 years, then destroy. (Supersedes AR1#17098)
05-320	Request for Visitation Record	Retain 5 years, then destroy.

MUNICIPALITIES

AR #	TITLE OF RECORDS	RETENTION SCHEDULE
PLANNING		
8692	Aerial Photographs	PERMANENT.
8698	Annexations	PERMANENT or microfilm and destroy.
8693	Census Tract (Census tract plan, census of agriculture, census data-general, census tract boundaries)	Retain 10 years, then destroy.
8694	Planned Unit Developments and Amendments Thereto	PERMANENT or microfilm and destroy copy after 10 years if completed.
17605	Plat Book	Permanent.
8696	Studies and Plans (Land use, population, consultants economic, projections, etc.)	Retain 5 years, then review and destroy records which have no further historical, legal, or administrative value.
8697	Subdivision (Additions) Records	PERMANENT or microfilm and destroy.

MUNICIPALITIES

AR #	TITLE OF RECORDS	RETENTION SCHEDULE
PARKS/RECREATION		
17590	Activity Reports and Project Information Files	Retain 10 years, then review for legal, administrative, and historical value for permanent retention or microfilm and destroy. Destroy remaining records at discretion.
17591	Boundary Board Maps of Recreation Areas and related records, including legal description of land.	Permanent in office.
17592	Forestry License and Permit Records	Retain 3 years, then destroy.
8672	Golf Course Clubhouse Board Minutes	PERMANENT or microfilm and destroy hard copy.
17593	Loan/Grant Assistance Files (Includes Land and Water Conservation Fund records)	Retain real property and nonexpendable personal property records for 3 years from the date of final disposition, then destroy. Retain other records 3 years from the end of project or submission date of final report, then destroy at discretion

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
INTRA-GOVERNMENTAL SERVICES		
8636	Abstract of Title	PERMANENT or microfilm and destroy hard copy after 10 years.
8637	Appraisals	PERMANENT or microfilm and destroy.
8638	Conveyances	PERMANENT or microfilm and destroy hard copy after 10 years if recorded.
8639	Deeds	PERMANENT or microfilm and destroy hard copy after 10 years if recorded.
8640	Easements	PERMANENT or microfilm and destroy hard copy after 10 years if recorded.
8641	Historical Files	PERMANENT, microfilm and transfer hard copy to State Archives.
8642	Judgements (Acquistion of Land)	PERMANENT or microfilm and destroy hard copy. Record with County Clerk prior to microfilming.

MUNICIPALITIES

AR #	TITLE OF RECORDS	MUNICIPALITIES
PERSONNEL		
17594	Accident Reports	Retain 3 years, then destroy if no claims are pending.
17595	Application for Employment (Records of hired persons)	PERMANENT or microfilm and destroy, or transfer to State Archives.
8676	Applications for Employment (Not Hired) (Includes test papers, resumés, etc.)	Retain 2 years, then destroy unless a charge of discrimination is involved, then relevant records are to be maintained until the final disposition of charges.
17596	Civil Service Records (Eligibility list, exams, rating form, procedures and results, regulations)	Retain 5 years, then destroy.
8679	Classification Plan (Job description, position audit form, job questionnaire)	PERMANENT or microfilm and destroy.
17597	Employee Agreement/Contract	Retain 5 years after separation or expiration of agreement, then destroy.
17598	Employee Medical Records and Exposure Records (Relates to employees who are or have been exposed to toxic substances or harmful physical agents)	Retain for duration of employment plus 30 years, then destroy.
8682	Employee Record (Information worksheet)	Destroy at discretion.
09-141	Employee Personnel Records & Medical Records	Retain 10 years after termination of employment or 2 years after employee's death, whichever event occurs first, then destroy. (SUPERSEDES AR1#17599)
17600	Employee Time Cards	Retain 4 years, then destroy.
17601	Immigration and Naturalization Records (Includes I-9 forms)	Permanent or microfilm and destroy.
8684	Job Opening Announcements	Retain 1 year, then destroy

MUNICIPALITIES

AR #	TITLE OF RECORDS	MUNICIPALITIES
PERSONNEL (cont.)		
8685	Negotiations Relating to Fire and Police Personnel-Records	PERMANENT or microfilm and destroy.
8686	Performance Appraisal	Retain 3 years, then destroy.
8687	Personnel Status Report–Sick, Vacation	Retain 2 years, then destroy.
17602	Personnel Status Reports–Status Change of Job	Retain 5 years after separation, then destroy.
17603	Reference Check	Retain 5 years after separation, then destroy.
8690	Retirement Records	PERMANENT or microfilm and destroy or transfer to State Archives.
17604	State and Local Government Information Report EEO-4 and Supporting Documentation	Retain 5 years, then destroy at discretion. Whenever a charge or other action is filed, retain 5 years after final disposition, then destroy at discretion.
10938	Workers' Compensation Records	Retain 4 years, then destroy.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
GENERAL GOVERNMENT		
17559	Affidavits of publication and Leal Notices from Newspapers	Retain 5 years, then destroy.
17560	Agenda of Boards and Commissions and Council	Retain 1 year, then destroy.
17561	Agreements and Contracts (Includes correspondence and attached records)	After one-year warranty date or expiration date, retain 2 years, then evaluate for legal and administrative value, and destroy at discretion of department director/records officer.
17562	Appointment Records	Retain 1 year after expiration of term, then destroy.
17563	Bicentennial and Centennial Records 9elate to activities/functions fo various celebrations)	PERMANENT or microfilm and destroy or transfer to State Archives.
17564	Bids and Specifications for major Utilities/Public Works Projects, buildings, and Major Improvement Projects (Includes any agreement, contracts, bid and maintenance/performance bonds, etc.)	PERMANENT or microfilm and destroy at discretion.
94-304	Bids and Specifications for Minor/Other Projects, Goods, and Services (Includes any agreement, contracts, bid and maintenance/performance bonds, etc.)	Retain 2 years, evaluate for legal, and administrative value, then destroy if no litigation is pending. (Supersedes AR #17565)
17566	Bids and Specifications - Not Accepted (Includes all related records including bid bonds)	Retain 2 years or until related project is completed, then destroy.
17567	Bond for Business Licenses and Permits (Messenger, taxi cab, private investigators and detectives, special park usage permit - all types)	Retain 3 years after expiration date, then destroy.
8620	Business Development Records	Destroy at discretion.
8549	Certificate of Nomination	Retain 1 year, then destroy.
17568	City/Town Code Books	Retain 5 years after superseded, then destroy.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
GENERAL GOVERNMENT		
17569	Correspondence and memorandums (Incoming outgoing and internal)	Retain 2 years. Evaluate for legal, historical and administrative value and retain or transfer to State Archives or microfilm and destroy. Destroy remaining records at discretion of department director.
8623	Council and City Manager Plan (How it works)	PERMANENT or microfilm and destroy.
17570	Council Minutes, Ordinances and Resolutions, Books of --Original Attested Records/Journal	PERMANENT or transfer to State Archives.
17571	Council Minutes, Ordinances, Resolutions (Duplicates)	Destroy at discretion.
94-300	Boards, Committees, and Staff Meeting Records	Evaluate for legal, administrative, and historical value for permanent retention or transfer to State Archives. Destroy remaining records at discretion of department director.
8553	Election Ballots	Retain 1 year, then destroy.
17572	Election Proclamations	Retain 2 years, then destroy.
17573	Election Records (Application for nomination --Primary election, list of filings for councilmen, abstract of elections by voting precincts, write-in tally sheets	Retain 1 year after election, then destroy.
17574	Employee Accident and Other Labor-Related Statistical or Information Reports (Includes Workers' Compensation reports, log and summary of occupational injuries and illnesses survey)	Retain 5 years, then destroy.
8554	Employee Bonds (Includes blanket and continuation performance bonds)	Retain 10 years after expiration; destroy if no claims are pending.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
GENERAL GOVERNMENT		
17575	Environmental Protection Agency (EPA) Project Assistance Records	Retain 3 years from the end of the project or submission date of a final Financial Status Report, then destroy. Retain real property and nonexpendable personal property records for 3 years from the date of final disposition, then destroy.
17576	Incorporation Records of Municipality	Permanent or transfer to State Archives.
14586	Industrial development and Revenue Bond Proceedings (Separate summary information, such as the resolution authorizing the issance of the Industrial Reserve Bond and the ordinance approving the bond, will be maintained permanently. This information includes the amount of the bond, to whom it was issued, and for what purpose).	Retain 3 years after bond issue is paid in full, then destroy. May be microfilmed for research and security.
8566	Lease Agreements (Land and buildings)	Retain 2 years after expiration date, then destroy at discretion.
17577	Legal Notices Pertaining to Liquor Licenses (Includes renewals)	Retain 2 years, then destroy.
8628	Legal Opinions and letters of Advice (City Attorney and State Attorney General)	PERMANENT or microfilm and destroy.
8569	Licenses (Includes, but not limited to, health, business including solicitor's, dog)	Retain 3 years, then destroy.
17578	Lien Sale Records (Bills of sale, affidavits of publication, notice of sales and duplicate receipts relating to vehicles, bikes, furniture and other goods which are sold or auctioned)	Retain 3 years after disposal of property, then destroy.
8573	Liquor License Applications and Renewals Not Approved by Municipality	Retain 2 years, then destroy.
17580	Liquor Permit, Special, and Malt Beverage Permits	Retain 2 years, then destroy.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
GENERAL GOVERNMENT		
06-115	Liquor License File	Retain original application and last renewal 5 years after close of business, then destroy if no litigation is pending. Retain supporting documentation 3 years from date of record, then destroy. (Supersedes AR1#'s 91-133 and 91-134)
03-152	Litigation Files	Retain 5 years after decision had been rendered, then destroy.
17581	Minutes, Rules and Regulations, and Related Records of Commissions, Committees and Boards	PERMANENT or transfer to State Archives.
15617	Motor Vehicle Records	Retain 3 years, then destroy at discretion.
17582	Newspaper Articles and Clippings	Destroy at discretion.
17583	Nuisance and Complaints Files	Retain 2 years after file is closed, then destroy if no further litigation is pending.
8631	Oaths of Office	Retain 3 years after expiration of term, then destroy.
17584	Permits (Includes, but not limited to, incineration, special, cab drivers, parades	Retain 3 years, then destroy.
8632	Policies and Procedures of the City - All Departments	PERMANENT or microfilm and destroy.
05-438	Proclamations	Retain 2 years, then destroy.
17585	Public Hearing Files (Includes tapes and exhibits)	Retain 2 years, then destroy at discretion if no litigation is pending.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
GENERAL GOVERNMENT		
17586	Sound Recordings of Meetings and City Council Sessions (See Handbook for Municipal Clerks and Treasurers for information which is to be recorded in the Journal)	Retain 2 years, then destroy or erase at discretion of city clerk or department director and after final adjudication of any litigation in which the tapes are used. If complete information is not recorded in a journal (minute book, ordinance book, or resolution book), then the tapes must be maintained. If they have been completely transcribed, then tapes can be destroyed.
8580	Subdivision Agreements	PERMANENT or microfilm and destroy.
17587	Underground Storage Tank Installation, Maintenance and Monitoring Records	Retain installation records permanently. Retain other records 10 years or as required by the Environmental Protection Agency (EPA) or the State Department of Environmental Quality (DEQ), then destroy.
17588	Underground Storage Tank(UST) Records - Permanently Closed Tank	Retain 3 years, then destroy at discretion.
17589	Weed and Pest Control Files	Retain 2 years, then destroy at discretion.
92-27	Bank Deposit Records	Retain 1 year, then destroy after audit if duplicated in the Finance Department.
92-28	Deadwood Tickets	Retain 1 year, then destroy after audit.
92-29	Drop Tickets	Retain 90 days, then destroy.
92-30	Cash Register Tapes	Retain 1 year, then destroy.
92-31	Charge Card Receipts	Retain 1 year, then destroy after audit and if paid.
94-305	Records Retention/Destruction Schedules and Related Records	Evaluate for legal, administrative, and historical value, and retain permanently. Destroy remaining records at discretion of department director.
94-306	Equipment Service Manuals	Retain until equipment is discontinued, then destroy.
94-307	Petty Cash/Special Deposit Records	Retain 2 years, then destroy.
94-308	Wellness Program Records	Retain 2 years, then destroy.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
GENERAL GOVERNMENT		
95-332	Video Tapes of Meetings	Retain 2 years, then erase tapes that have no further value, and if meeting minutes are maintained. Authority requested for all municipalities.

____	TITLE OF RECORDS	RETENTION SCHEDULE
FINANCE		
8536	Accounts Receivable (Paid) (Billing statements, property taxes, notices of health license due, sanitation, parking lot billing statements, insurance claims)	Retain 2 years, then destroy.
17514	Accounts Receivable, Uncollectible (Includes bankruptcy files)	Retain 2 years after approval of governing body then destroy.
8537	Anticipated Income - Budget Records	Retain 3 years, then destroy.
8539	Audit Reports by C.P.A. Firms	Retain 5 years, then destroy.
17515	Bank Deposit Slips	Retain 5 years, then destroy.
17516	Bank Statements	Retain 5 years, then destroy.
17517	Bond and Interest Register (Shows the number of the bond, the amount, date of issue, to whom issued, date of redemption, and payment of interest and principal)	Retain 2 years after entire issue is paid, then destroy.
17518	Bond Election Records	Retain 1 year, then destroy.
17519	Bond Sale Records	Retain 2 years after bond issue is paid in full, then destroy.
17520	Bonds (Includes bearer bonds and all others)	Retain 2 years after bond is paid, then destroy; or if payment information is not recorded in the Bond and Interest Register, retain 5 years, then destroy.
8545	Budget Amendments	Retain 5 years, then destroy.
8546	Budget and General Fund Ledgers	Retain 5 years, then destroy.
8547	Budget Printouts	Retain 3 years, then destroy.
17521	Budget Records - Preliminary	Destroy at discretion.
8548	Budget Worksheets	Retain 3 years, then destroy.
2211	Cashier's Stubs	Retain 2 years, then destroy.

	TITLE OF RECORDS	RETENTION SCHEDULE
FINANCE		
8550	Claims for Reimbursements and Related Records (Includes claims relating to civil suits)	Retain 5 years after accident or settlement of claim, then destroy.
17522	Employee Payroll Receipts (For receiving check)	Retain 3 years, then destroy.
17523	Employee Retirement Fund Contribution and Withdrawal Records (Relates to all employees that are not on the public employee retirement system (PER) administered by the Wyoming State Retirement System)	Permanent or microfilm and destroy, or transfer to State Archives.
17524	Employee Retirement Fund Contribution and Withdrawal Records (Relates to employees that are on the state system)	Retain 5 years, then destroy at discretion or when employee separates.
8556	Equipment Rental Reports	Retain 3 years, then destroy.
17525	Financial Statements/Reports	Retain 5 years, then destroy.
17526	Garnishment Records	Retain 1 year after release of garnishments, then destroy.
17527	Insurance Policies (Including liability)	Retain 2 years after expiration, then destroy if no claims are pending.)
17528	Interest Coupons on Bonds (Bearer bond coupons that have been paid on old bond issues)	Retain 5 years after payment, then destroy. If payment information is recorded in the Bond and Interest Register, retain 2 years, then destroy.
8562	Inventory Change Reports	Retain 5 years, then destroy.
8563	Inventory Reports (Fixed Assets)	When superseded, destroy at discretion.
17529	Investment Reports/Records	Retain 2 years after maturity, then destroy at discretion.
17530	Invoices	Retain 5 years, then destroy.
8575	Local Assessment District Index Cards/Legal Description Cards	Retain 2 years after individual account paid in full, then destroy.

____	TITLE OF RECORDS	RETENTION SCHEDULE
FINANCE		
12742	Overtime Parking Tickets/Envelopes	Retain 1 year, then destroy.
17531	Paid Fireman's Pension Fund Records	Permanent or microfilm and destroy, or transfer to State Archives.
17532	Payroll Deduction Input and Output Records (Includes, but not limited to, U.S. savings bonds, deferred compensation, insurance, social security, and income tax)	Retain 4 years, then destroy at discretion.
94-312	Personnel and Payroll Records - Duplicate	Retain 1 year, then evaluate for legal, administrative, and historical value for transfer to State Archives. Destroy remaining records at discretion of department director.
17534	Petty Cash Receipt Book	Retain 2 years, then destroy.
17535	Policeman Pensions and Death Benefit Records	PERMANENT or microfilm and destroy, or transfer to State Archives.
17536	Purchase Orders and Vouchers (Duplicate)	Destroy at discretion.
17867	Purchase Orders and Vouchers	Retain 5 years, then destroy.
17537	Purchase Orders and Vouchers - Buildings and Major Items	Permanent or microfilm and destroy.
17538	Receipts for Fees, Licenses, Permits and other activities	Retain 2 years, then destroy.
17539	Request for Payment of Pension (Includes vouchers)	Retain 5 years, then destroy.
17540	Requisitions for Goods and Services	Retain 2 years, then destroy. Destroy duplicate copies at discretion.
17541	Special Assessment District Ledger Card/File (Individual's Account Records)	Permanent if not paid in full. Retain 2 years after individual accounts paid in full, then destroy.
17542	Special Assessment Financial Records (Statement of Local assessment, bank	Retain 5 years from date of transaction, then destroy.

	TITLE OF RECORDS	RETENTION SCHEDULE
FINANCE		
	statement, case receipts, bank deposit slips)	
8588	State Examiner's Reports of Examination	Retain 5 years, then destroy.
2310	Statements of Bonded Debt	Retain 10 years, then destroy.
17543	Travel Expense Reports (Including voucher and attachments)	Retain 5 years, then destroy.
17544	Trial Balances	Retain 5 years, then destroy.
17545	Vehicle Receiving/Inspection Report	Destroy at discretion.
17546	Volunteer Fireman's Pension Fund Records	Retain 5 years after withdrawal, then destroy.
17547	W-2 Forms - Wage and Tax Statements	Retain 4 years, then destroy.
17548	W-4 Forms - Employee's Withholding Allowance Certificate	Retain 4 years after superseded or employee separates, then destroy.
17549	W-9 Forms - Request for Taxpayer Identification Number and Certificate	Retain 4 years after inactive, then destroy at discretion.
17550	1099 Forms - Statement for Recipients of Miscellaneous Income	Retain 4 years, then destroy.
17751	Warrants/Checks and Warrant Register (Original)	Retain 5 years, then destroy.
17552	Warrants/Checks - Duplicates and Check Stubs	If used as a warrant register, retain 5 years, then destroy. If not, destroy at discretion after original has been paid or canceled.
92-1	Finance Records on Wyoming Farm Loan Board and Grants and Loans	Retain 5 years after final payment has been made, then destroy, providing final audit has been completed and accepted by Farm Loan Board.
94-311	Accounting System Output Reports	Retain 2 years, then evaluate for legal, administrative, and historical value for transfer to State Archives. Destroy remaining records

	TITLE OF RECORDS	RETENTION SCHEDULE
FINANCE		
		at discretion of department director or in accordance with other records retention schedules.
94-313	Special Project Files	Retain 10 years, then evaluate for legal, administrative and historical value for transfer to State Archives. Destroy remaining records at discretion of department director.
94-314	Vendor Files	Retain 2 years, then evaluate for legal, administrative, and historical value for transfer to State Archives. Destroy remaining records at discretion of department director.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
ENGINEERING AND INSPECTIONS		
8516	Application for Mobile Home Parking Permit	PERMANENT or microfilm and destroy.
17502	Application for Permits (Plumbing, electrical, signs, building removal, mechanical - all types except buildings and mobile homes)	Retain 5 years, then destroy.
17503	Applications for Permits - Not Approved	Retain 1 years, then destroy.
8518	Atlas Sheets	PERMANENT.
17504	Bidding Documents and Contractor Payment Records relating to Special Improvement Districts	Retain 7 years after completion of project, then destroy at discretion.
12741	Building Permit and Application for Building Permit	Permanent or retain 4 years after date of approval, then transfer to State Archives at discretion; or microfilm and destroy at discretion.
8519	Building Permit Breakdown Form	Retain 3 years after submission date, then destroy.
94-301	Building Plans and Specifications - Residential/Non-Commercial	Retain 90 days from date of completion of the work, then destroy or return to applicant if no litigation is pending. (Supersedes AR #8520)
94-302	Building Plans and Specifications - Industrial/Commercial/Government	Permanent or transfer to State Archives (Supersedes AR #8520)
17505	Building Statistical Records (Reports of building permits issued, local construction reports -- Worksheets statistics for federal government.	Retain 10 years, then destroy at discretion.
8522	Cash Bond (building removal)	Retain 2 years after termination of bond, then destroy.
8523	Certificates of Occupancy	PERMANENT or microfilm and destroy.
17506	Coordinate System	PERMANENT or microfilm and destroy.
17507	Electrical, Plumbing, and Building Boards of Examiner's Applications, Affidavits and Test Results	Retain 2 years after expiration of license, then destroy.
17508	Fee Schedules (Permit, building permit, electrical, plumbing)	Retain until superseded, then destroy.
94-303	Inspection Records (Includes inspection requests, statements, violations)	Retain 1 year, then destroy if no litigation is pending.

17509	Licenses for Contracting, Plumbing and Electrical Firms and Their Employees	Destroy when superseded (maximum retention 3 years).
17510	Licenses for Mobile Home Parks	Retain permanently or microfilm and destroy.
17511	Notice of Final Payment to contractors	Retain 2 years or until guarantee period is reached and no claims are pending, then destroy.
17512	Permit (Mechanical, electrical, plumbing, curb cuts, street/alley cuts and excavation, signs, flammable liquid tank, building removal)	Retain permanent mechanical, electrical plumbing and curb cuts; or microfilm and destroy. Retain miscellaneous permits 5 years, then destroy at discretion.
17513	Petitions, Specifications, Contracts/Agreements, Assessment Records and other documentation relating to Special Improvements Districts (Lighting, recreation, cemetery, historical district, water and sewer)	Permanent or microfilm and destroy.
8530	Plot Plan Book	PERMANENT.
8531	Sewer and Water Maps/Plans	PERMANENT.
8533	Surety and Corporate Bonds (Electrical, plumbing)	Retain 5 years after expiration date if no claims is pending, then destroy.
8534	Survey Notes	PERMANENT or microfilm and destroy at discretion.
8535	Zoning Board of Adjustments Records (Petitions, variances, appeals, maps, notice of public hearing minutes)	PERMANENT or microfilm and destroy at discretion.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
MUNICIPAL COURT		
Administrative and Financial Records		
05-227	Bank Records for Ordinance, Criminal, and Bond Accounts (Includes bank statements, deposit slips, cancelled checks and book stubs, registers)	Retain 3 years, then destroy. (Supersedes AR1# 13110 and 13111)
05-228	Cash Books and Bond Ledgers	Retain 3 years, then destroy. (Supersedes AR1# 13118)
05-229	General Correspondence	Retain 3 years, then review correspondence for administrative and historical value and retain PERMANENTLY or transfer to the State Archives. Destroy remaining correspondence. (Supersedes AR1#13119)
05-230	Inventory Records	Retain 1 year from document date, then destroy.
05-231	Inventory Reports	Retain until superseded, then destroy.
05-232	Payroll Data Input Records and Output Reports - Originals and Duplicates. (Includes time sheets, annual or sick leave records, tax forms, etc.)	Retain 1 year from document date, then destroy if summary information is retained by the City Clerk/Treasurer. If summary information is not, retain 4 years, then destroy.
13120	Personnel Records	After separation, transfer records to city clerk. Destroy duplicate records at discretion.
05-249	Receipt Books or Duplicate Receipts	Retain 3 years, then destroy. (Supersedes AR1#13113)
05-248	Receipts from City Treasurer for fees collected.	Retain 3 years, then destroy. (Supersedes AR1#13112)
05-247	Reports to the Supreme Court, City, County or other agencies.	Retain 3 years, then destroy. (Supersedes AR1#13114 and 13116)
05-246	Reports of Examination or Audit	Retain 3 years, then destroy.

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
MUNICIPAL COURT		
05-245	Vouchers/Purchase Orders-City (Duplicates)	Retain 3 years, then destroy.
05-233	Witness, Interpreter, Juror's Fee Records	Retain 3 years, then destroy. (Supersedes AR1#13117)
Court Records		
05-239	Arrest Warrants, Unexecuted	Retain 2 years, then file into respective case file, or if dismissed without prejudice, destroy. (Supersedes AR1#13124)
05-234	Court Calendar	Retain 3 months, then destroy within 1 year.
8649	Court Order and Expungement Record	Permanent.
13126	Juror Form	Destroy at discretion.
05-237	Jail Roster Lists/Reports	Destroy at discretion within 1 year.
05-238	Juror Questionnaire	Retain for duration of impanelment, then destroy. (Supersedes AR1#13127)
05-236	Jury Lists	Retain for duration of impanelment, then destroy.
13128	Juror Summons	Retain 6 months, then destroy.
13129	Local/Area Arrest Warrant Listing	Destroy at discretion.
05-235	Parking Ticket Envelope (Non-citation parking ticket)	Retain 1 year, then destroy. (Supersedes AR1#8667)
05-240	Traffic Citations, Ordinance Violations, and other Minor Offenses which are non-jailable case files, and Dockets/Abstracts	Retain 5 years from date of filing, then destroy. (Supersedes AR1#13125)

MUNICIPALITIES

AR#	TITLE OF RECORDS	RETENTION SCHEDULE
MUNICIPAL COURT		
05-241	Criminal Case Files - Jailable Offenses - Adult and Juvenile (Includes cases relating to drug possession and driving while under the influence. Various records including warrants, complaints, subpoenas, summons, jail authorizations, defendant rights, judgments, appeals, requests fro continuance, cash bonds, surety bonds and counseling case reports. Note: If any case file records are filed separately by record name, the same retention schedule applies)	PERMANENT or transfer to State Archives if court docket does not contain complete information about case (i.e. defendant information, judge, crime, plea, finding, sentence, date satisfied, and appeal information. See Court Docket). If docket is complete, retain criminal case file 10 years, then destroy. DO NOT DESTROY DOCKET (Supersedes AR1#13123)
05-242	Court Dockets (The following is docket information that the State Archives recommends be kept permanent: Name of Defendant; Defendant's address, date of birth, Charge indicating a felony or misdemeanor; Date of violation; dates and types of court actions; Name of Attorney, if represented; Plea, finding indicating felony or misdemeanor; Sentencing; Fine/Jail time, and date satisfied)	PERMANENT or retain 10 years, then transfer to State Archives. (Supersedes AR1#13122)
05-243	Index to Cases	PERMANENT or retain 15 years, then transfer to State Archives. (Supersedes AR1#13121)
05-244	Sound Recordings/Electronic Records	Retain 2 months, then destroy if no further appeals are pending. (Supersedes AR1#93-185)

MUNICIPALITIES

AR #	TITLE OF RECORDS	RETENTION SCHEDULE
PUBLIC WORKS		
8707	Dump Permit	Retain 1 year, then destroy.
8708	Dump Ticket	Retain 1 year, then destroy.
8710	Garage Monthly Reports	Retain 2 years, then destroy.
8711	Sanitation Card	Retain 1 year, then destroy.
8712	Sanitation Order	Destroy at discretion
8713	Special Service Permit	Retain 1 year, then destroy.
8714	Streets Monthly Reports	Retain 2 years, then destroy.
17617	Vehicle Registration Folder	Retain 1 year, then destroy at discretion.

Project Title		Estimated Total Cost		Priority Rank	

Detailed Project Description and Impact on Operating Costs	Project Specifics	
	Project Type	
	Department	
	Category	
	Needs Assessment	
	Needs Assessment Explanation (required for current year projects)	
Describe the consequences/alternatives if this project is not approved?		

Estimated Project Costs

	Prior Years	FY13-14	FY14-15	FY15-16	FY16-17	FY17-18	Future Years	Total Cost
TOTAL								$0

Estimated Impact on Continuing Annual Operational Costs

(required for current year projects)	Personnel & Benefits	Materials & Supplies	Maintenance & Repairs	Contract Fees	Utilities	Depreciation	Other	Total Cost
TOTAL								$0

Estimated Funding Sources

Type	Amount	% of Total	Source/Agency Name	Comments
Federal Grant		#DIV/0!		
State Grant		#DIV/0!		
SLIB Consensus		#DIV/0!		
Direct Distribution		#DIV/0!		
1-Cent Tax		#DIV/0!		
Unrestricted Reserves		#DIV/0!		
Restricted Reserves		#DIV/0!		
Debt Issuance		#DIV/0!		
Other Contributions		#DIV/0!		
TOTAL	$0	#DIV/0!		

Project Title		Reason for Change	

Project Transfer

Transferred From		Transferred To	
CIP #	Description	CIP #	Description

Explanation of Revisions to Original Request

Estimated Project Costs

FY	Original	Revised	Difference
Prior years			$0
FY 13-14			$0
FY14-15			$0
FY15-16			$0
FY16-17			$0
FY17-18			$0
Future Years			$0
TOTAL	$0	$0	$0

Estimated Impact on Continuing Annual Operational Costs

FY	Original	Revised	Difference
Personnel & Benefits			$0
Materials & Supplies			$0
Maintenance & Repairs			$0
Contract Fees			$0
Utilities			$0
Depreciation			$0
Other			$0
TOTAL	$0	$0	$0

Estimated Funding Sources

	Federal Grant	State Grant	SLIB Consensus	Direct Distribution	Unrestricted Reserves	Restricted Reserves	Debt Issuance	Other Contributions	1-Cent Tax
Original									
Revised									
TOTAL	$0	$0	$0	$0	$0	$0	$0	$0	$0

Review of Transfer Request

Approved _____ **Denied** _____ **Provide detailed explanation for approval or denial of transfer below**

Signature _____ Date _____

Attachment L

Statement of Questionable/Disputed Charges

Form to be added at a later date

MEETING DATE: FEBRUARY 5, 2013

DEPARTMENT: PARKS, RECREATION, AND PUBLIC FACILITIES
PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

EFT Membership Contract and Rules of the Game

ACTION TO BE TAKEN:

Staff requests that City Council approves the proposed changes to the EFT membership contract and the Recreation Center Rules of the Game.

SUMMARY OF INFORMATION:

The Parks & Recreation Department and the City Attorney has reviewed the Recreation Center documents. WE have identified some housekeeping items that require updates. The propose rules of the game and EFT contract require revisions in the following areas.

1. Liability waiver added to the document
2. Cancellation clause revisions in rules of the game and EFT contract
3. Right to refuse service
4. Governmental and sovereign immunities

ALTERNATIVES

1. Do not modify these documents
2. Make changes based Council discretion

ATTACHMENTS

1. Paul Stock & Aquatic & Recreation Center Annual EFT Membership Contract with updates and revisions highlighted in **green.**
2. Rules of the Game pamphlet with updates, shown highlighted in **red**.

AGENDA & SUMMARY REPORT TO:

Doyle Stout, Recreation Supervisor
Rick Manchester, Parks, Recreation & Public Facilities Director

AGENDA ITEM NO. _____

Paul Stock Aquatic & Recreation Center
Annual Membership Contract

Household Information: **Updated January 2013**

Primary Member _____ **SSN** _____ **Birth Date** _____

Address _____ **City/State/Zip** _____

Home Phone _____ **Work Phone** _____ **Employer** _____

Secondary Member _____ **SSN** _____ **Birth Date** _____

Dependents:

Name _____**Birth Date** _____ **Name** _____**Birth Date** _____

Name _____**Birth Date** _____ **Name** _____**Birth Date** _____

Name _____**Birth Date** _____ **Name** _____**Birth Date** _____

I (we)_____ hereby authorize the City of Cody / Paul Stock Aquatic & Recreation Center, to initiate monthly debit entries on the 20th of each month from my _____ checking (voided check required) *or* _____ savings account (deposit slip required). If the 20th falls on a weekend or holiday, the debit will occur on the next business day following the normal payment date.

The down payment for my membership is $_____ and the monthly amount to be deducted is $_____. Each following contract year, the first monthly payment will be the same amount as the down payment.

I acknowledge having read, understand and agree to the following (initial each clause):

TERMS OF CONTRACT

_____ This is a binding contract for an annual membership to the Paul Stock Aquatic & Recreation Center. It is the responsibility of the member to pay the annually renewable membership fee in full.

_____ This contract will automatically renew each year unless the member provides a written cancellation notice to the Recreation Center no later than 30 days after the contract renewal date.

_____ If there is a change in the banking account information the member must notify the City in writing at P.O. Box 2200; Cody, WY 82414. Member will provide a voided check or deposit slip for the new account within three days of the change in banking information. Bank changes received after the 9th of the month will not be effective until the following month.

_____ If there is a change of address the member must notify the City in writing at P.O. Box 2200 Cody, WY 82414.

_____ Members understand they are responsible for reviewing, understanding and complying with the Rules of the Game, and that City of Cody reserves the right to prohibit persons from using the Recreation Center , either temporarily or permanently, as described in those Rules.

_____ By entering into this contract, the City of Cody does not waive the governmental and sovereign immunities, limitations and a defense provided by the Wyoming Constitution and Wyoming law, and specifically retains those immunities, and reserves the right to assert the same in any claim.

_____ **CANCELLATION CLAUSE: This contract may be cancelled by the member within 30 days after the contract date or contract renewal date without further obligation for payment of the remaining membership balance. All amounts paid under this contract prior to the cancellation date are non-refundable. Contracts may not be cancelled after the 30-day cancellation period. The member must pay all remaining monthly payments. The City may grant exceptions as defined in the Rules of the Game.**

REMEDIES FOR NON-PAYMENT OF MEMBERSHIP FEES

If any payment is returned for any reason the contract will be in default and a minimum $30.00 fee for each occurrence will be assessed. The City of Cody reserves the right to periodically modify or adjust the returned item fee without advance notice.

Signature: _____

In the event the member fails to make the required payments the contract will be in default. The City of Cody will suspend the membership and the remaining annual membership fee will become payable in full at that time.

Signature: _____

In the event the member fails to remedy any default of this contract the City of Cody will forward the contract to a collection agency to collect the balance due. Any additional legal fees and/or collection costs incurred by the City in collecting the balance due will be the responsibility of the member. The member will not be eligible for future EFT contracts.

Signature: _____

The undersigned states that he/she has read and understands the terms of this agreement, and he/she agrees to be bound to this agreement and acknowledges that he/she has received a copy of this agreement. If the primary member is a minor a parent or guardian must sign as the secondary member.

PRIMARY MEMBER SIGNATURE _____**DATE** _____

SECONDARY MEMBER SIGNATURE _____**DATE** _____

STAFF SIGNATURE _____**DATE** _____

Member Number _____ **RecTrac Household Number** _____

As a condition of using the Paul Stock Aquatic & Recreation Center (hereinafter referred to as "the Facility"), or participating in any activity promoted or sponsored by the City of Cody, any person using the Facility, or participating in any program sponsored by the City of Cody shall undertake any and all risks. Any person using shall also be liable for any and all risks. The member or participant shall also be liable for any and all risks. The City of Cody shall not be liable for any injuries or damage to any person whatsoever, or the property of the person, or be subject to any claim, demand, injury or damages whatsoever, **including, without limitation, those damages resulting from acts of negligence** on the part of the City of Cody, its elected officials, officers, employees or agents. The undersigned person, for himself/herself, and on behalf of his or her executors, administrators, heirs, assigns, and assignees and successors, does hereby expressly forever waive, release and discharge the City of Cody, its elected officials, officers, employees and agents from all such claims, demands, injuries, damages, actions or causes of actions.

The Rules of the Game

Policies & Procedures 307.587.0400

January 2013

Mission: Fun For Everyone!

The City of Cody Parks, Recreation & Public Facilities Department will provide attractive parks, facilities and innovative recreational opportunities to enhance the quality of life for everyone.

Operating Schedule

The normal operation hours for the Recreation Center are available by calling 307-587-0400 or by visiting www.cityofcody-wy.gov or www.facebook.com/codyreccenter.

The Aquatic & Recreation Center may be closed annually for maintenance purposes. Unanticipated closures may also occur in the event of unsafe conditions or other community emergencies.

Rules & Procedures Enforcement

The City staff on duty has the authority to enforce all rules and procedures.

All accidents or incidents occurring within the Recreation Center and its grounds must be reported and documented by the City staff on duty and given to the Director.

Residents/Non-residents

Residents are defined as those persons living within Park County, Wyoming. Acceptable proof of residency include a Wyoming Driver's license with a Park County address, rental property receipt, property tax receipt, automobile registration, copy of valid voter registration, current utility bill, or City staff verifying residency.

Right to Refuse Service

The City reserves the right to refuse or revoke the membership of any person, and/or remove any person from the facility, or refuse entry to any person if the City reasonably determines that the person has violated the Rules of the Game, or otherwise poses a threat to the health, safety and welfare of the other users of the facility. Such determination may be based on evidence of the person's conduct and statements, including but not limited to conduct and statements which occurred outside of and unrelated to the facility.

General Operating Procedures

The facilities of the City of Cody affected by this Procedures Manual include:

- The Paul Stock Aquatic & Recreation Center (Recreation Center),
- All designated parking areas, and other adjoining City lands.

The Aquatic & Recreation Center is intended as a multi-functional community center for participants of all ages. It is a priority to offer a safe environment and safe programs for everyone. Some areas of the facility will be limited by numbers of participants and/or their ages.

1. The Recreation Center does not provide direct adult supervision for daily visits or self-directed activities. Children 7 years old and younger are encouraged to have responsible supervision.
2. Our facility is not intended as a drop-off child-care service.
3. Personal training and fitness class instruction are limited to city employees or those who have contracted with the City to provide those services.
4. The City of Cody reserves the right to take and use photographs of individuals using the Cody Recreation Center and/or participating in programs sponsored by the City of Cody. Such photographs are the property of the City of Cody, and may be used in brochures, advertisements and other promotional materials.
5. The City of Cody Parks, Recreation & Public Facilities Department complies with the Americans with Disabilities Act. Anyone needing reasonable accommodations is encouraged to notify the office at 307-587-0400.
6. The City of Cody does not provide medical insurance to cover participants during any activity.

Bicycles, Skateboards & Inline Skates

Skating, skateboarding and biking are not allowed on sidewalk areas near main entrance or in the Aquatic & Recreation Center.

Alcohol

Alcoholic beverages are not allowed in the Recreation Center or on its grounds without approval from Cody City Council.

Drugs

Anyone under the influence or in possession of any illegal substance will be asked to leave the facility. Law enforcement officials will be contacted immediately.

Weapons

Any person bringing a firearm into the Recreation Center shall comply with all local, state and federal laws pertaining to firearms, and shall keep their firearm securely on their person at all times. All local, state and federal laws pertaining to firearms shall apply. No person under the age of 18 shall possess or carry a firearm into the Recreation Center. No person may brandish any firearm or other weapon or item in a manner that threatens or intimidates another. Any person violating this policy, or violating local, state or federal laws pertaining to weapons may be removed from the Recreation Center, and is subject to arrest and prosecution.

Smoking/Chewing Tobacco

Smoking and the use of chewing tobacco are not allowed in the Aquatic & Recreation Center. Smoking is permitted in parking areas and bench areas away from the main entrance to the Aquatic & Recreation Center.

Pets

Pets of any kind are not allowed in the Recreation Center. Handicapped assistance dogs and police service dogs are exempt from this policy.

Bad Weather Policy

The Recreation Center has a standardized method of cancellation and notification in the event of bad weather.

1. The Center will remain open during its normal operation hours at all times possible.
2. Attempts will be made to make up any classes or programs cancelled due to poor weather conditions.
3. Recreation Center patrons are urged to listen to local radio stations for closures due to weather conditions.

Lost & Found

The Recreation Center IS NOT responsible for the loss, theft or damage of personal property of any kind.

Unclaimed items of value (billfolds, keys, purses, jewelry, etc.) will be held at the Recreation Center for 90 days, after which they may be discarded or given to charity. Currency turned in will be documented and sent to Administrative Services for tracking and processing. As per City of Cody Lost and Found Policy:

1. Unclaimed items (towels, suits, clothing, shoes, etc.) will be held at the Recreation Center until the 1st and 15th of each month, after which they may be discarded or given to charity.
2. Personal care, beauty items and garments will be discarded immediately.

Membership

1. All Recreation Center memberships will be for a designated time period.
2. Upon completion of a written contract members will be issued a membership card and key fob with an expiration date. In addition, each family member included on the membership will be issued an individual ID card.
3. Lost or stolen cards may be replaced for an additional fee of $10.
4. Members shall be provided with a complete set of policies and procedures at the time of membership purchase or upon request.
5. Memberships are non-transferable and non-refundable. City may grant exceptions based on hardship situations.

Child Care

1. The Recreation Center offers members 1 1/2 hours of free child care per member per day
2. The Recreation Center Child Care is available for your convenience while using the facility for children 3 months to 6 years of age on a 1st come 1st serve basis.
3. The Child Care is limited to 2 children under the age of two and up to a total of 10 children at one time.
4. Children using the child care facility must be dropped off and picked up by the same parent or adult unless prior arrangements have been made with the City staff.

Locker Rooms

1. The locker rooms are designed to provide users with dressing and showering facilities, available for use during all operating hours.
2. Membership cards, driver's license, student ID or keys may be left as a deposit.
3. Long-term locker rentals are also available.

Clothing

1. Appropriate attire must be worn while participating in activities at the Recreation Center.
2. Anyone displaying vulgarity or inappropriate attire will be asked to change or leave the facility.
3. Street shoes are not allowed on the track, weight areas, gyms or racquet courts or pool deck. Proper (non-marking) shoes must be worn.
4. All clothes and personal belongings must be stored in a locker or cubby.

Facility Rental Policies

The Recreation Center facilities may be rented for activities and events during normal operating hours and after hours with an extra charge for additional staff, a damage deposit and a facility usage form is required

1. Reservations are secured when payment and paperwork is received by the appropriate City staff. All paperwork for facility rental must be completed before the scheduled reservation.
2. Facilities may be rented at the discretion of the Director or appointed City designee.
3. There will be a 25% administrative charge to any cancelled facility reservation.
4. Advanced notice is appreciated for internal review.

Use Policies

Rental setup is the responsibility of the user. The user must clean areas immediately after use. Cleaning must include:

1. Removal of all items/trash from floor, fixtures, tables and chairs.
2. Removal of all food and beverages, and clean up of all spills.
3. Trash deposited in appropriate receptacles and area is setup like it was before usage.

Equipment Reservations

The Department rents out equipment for personal use such as volleyball sets, horseshoe set, balls and bats, etc. These items can be reserved in advance. A full list of equipment is available at the front desk.

Discipline & Inappropriate Behavior

1. All Recreation Center patrons are expected to display courteous and considerate behavior. Foul language, abusing membership privileges and disobeying facility rules are prohibited.
2. For minor infractions of policies the patron will be asked to leave and the incident documented. Upon the second occurrence the patron will be asked to leave the facility, given a written warning as to the consequences of further infractions and will be talked to by a supervisor and parents will be notified. If the behavior continues or worsens, the patron's privileges may be terminated and the privilege to enter the Center revoked.
3. Unauthorized use of cameras or other filming devices is strictly prohibited.
4. Disciplinary problems as determined by the Director or his/her designee may result in immediate loss of membership privileges and/or permanent banishment from the facility.

Multipurpose Room

1. This room will provide a variety of activities catering to the needs and interests of the community.
2. All classes and activities will be scheduled during normal operating hours of the Recreation Center unless the room is being rented according to the set rental fee schedule.
3. This room is available for meetings/activities for organizations following approval from the City staff.

Gymnasium Policies

The gym is intended to serve the varying needs of the public through the continuous offering of a wide range of programs.

In most cases, a minimum of one gym will be available for drop-in use.

Usage:

1. Only non-marking athletic shoes may be used on the gym floor.
2. Food and beverages must be contained to the concession area. Water is permitted in the gyms.
3. Misuse of any equipment or furnishings in the gyms is cause for expulsion from the Center.
4. Hanging or popping the basketball rims is not permitted.
5. Staff reserves the right to eliminate activities unsuitable for the gyms.

Spectators

Spectators will be welcomed into the facility during special activities and programs. Each spectator must sign-in at the registration desk and must remain in the designated area; otherwise they will be asked to pay the daily fee or leave the facility.

Aquatic Policies

Purpose: The pool provides an opportunity for recreational and competitive activities, diving, fitness classes, therapy and special events.

Usage: Use of the pool by participants is regulated by designated schedules of activities.

1. In most cases, one or two lanes will be provided for lap swimmers daily.
2. The pool features will be opened and closed at the discretion of the lifeguard on duty.
3. Adults and parents who wish to observe their children swim may do so from the area in the lobby.
4. All users must be appropriately dressed. Cut-offs and street shoes on the pool deck are not permitted.
5. Infants in diapers must wear waterproof pants or swim diapers while swimming. Swim diapers are available for sale on site.
6. Food and beverages, except water, are permitted only in the concession area.
7. Glass containers are not permitted.
8. Individuals must be 3'6" tall, 8 years old, or pass a swimming test administered by a lifeguard to enter the pool area without adult supervision in the water.
9. Spa usage is for individuals 13 years and older.
10. The therapy pool is designed for users older than 18 years old or with therapeutic needs.
11. The wet steam room is for patrons 18 years of age and older.
12. Only U.S. Coast Guard approved flotation devices are permitted in the pool.

Racquetball Court Policies

Purpose: Courts are available for racquetball, squash, handball and wallyball.

1. Reservations may be made in one-hour increments and up to 30 days in advance; however players may only occupy one reservation at a time. You must play your first court before making an additional reservation.
2. Protective eyeware is mandatory and must be worn appropriately.
3. Equipment (balls, racquets and protective eyeware) may be purchased or rented at the front desk.
4. Only non-marking athletic shoes may be used in the courts.
5. In the event a court is "available," usage will be on a first come basis.

Walking/Running Track Policies

Purpose: The suspended track is available for walkers and/or joggers.

1. Athletic shoes must be worn at all times when using the track.
2. Slower runners/walkers should occupy the inside lanes. Always pass on the outside.
3. Stretching should be done in the exercise area to the south of the running track and not on the track itself.
4. Walkers with single-width strollers are permitted whenever the track is not crowded. Running with strollers is not permitted.
5. Spectators and video recording are NOT permitted on the track.
6. Adult supervision is required for youth 13-16 years old who have not taken the youth equipment orientation course.
7. Children confined in car seats or strollers need to be within arms reach at all times.

Weight & Exercise Area Policies

Purpose: This area is used for both supervised and unsupervised programs.

1. Patrons must be dressed in appropriate exercise attire. Shirts and proper shoes are required at all times. Clean athletic shoes must be worn at all times when using the equipment. Open toed shoes are not permitted.
2. Equipment users must be 16 years and older. Youth 13 to 16 may use the equipment if accompanied and directly supervised by an adult, or if they have successfully completed the equipment youth orientation course.
3. Participants are responsible for proper use of the equipment. Please wipe down equipment after use and DO NOT drop weights on the floor.
4. Children confined in car seats or strollers need to be within arms reach at all times.
5. During busy times please limit use of cardio equipment to 30 minutes and allow others to rotate sets on weight equipment and benches. Do not rest on machines.
6. Personal trainers are not allowed unless provided by the department.

City of Cody Wyoming

Cody Parks & Recreation — Cody, Wyoming

MEETING DATE:	FEBRUARY 5, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN W. PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT
Park County Landfill Disposal Service Agreement

BACKGROUND

Staff requests that the Mayor and Council review the attached Park County Landfill Disposal Service Agreement. If the Council finds that the contract is acceptable, the Council will need to authorize the Mayor to sign said attached Park County Landfill Disposal Service Agreement.

Attached is a copy of the proposal regarding the Park County Landfill Disposal Agreement. The contract is exactly the same as last year.

1. The term of the contract is for on (1) year.
2. All loads will be weighed. Each load delivered without a weigh slip will be recorded as a full load of 12,000 lbs. Normally, the weight slip will provide what will be billable.
3. City residents will be limited to once monthly disposal at the landfill without charge provided the load is not over 460 lbs. City residents will have to supply two forms of identification, a current month's copy of a City of Cody utility bill and a driver's license.
4. For the materials the City typically deposits as a part of the LIPS program, there will be no charge. The items must be sorted. Items like mattresses and furnishings will still be charged.
5. The landfill will also accept, at no charge, properly sorted deliveries of appliances, vehicles, brush, burnable clean wood, grass, wood chips, hay, animal bedding, leaves, clean gravel, clean dirt and asphalt. Asphalt at no charge must be preapproved.
6. The fee for all solid waste in packer trucks delivered to the Landfill will pay a fee of $90/Ton.

SUMMARY

The existing Park County Landfill Disposal Service Agreement expired on November 1, 2012 and thus the County has forwarded a new contract for the Mayor and Council's approval. Staff requests that the Mayor and Council review the attached Park County Landfill Disposal Service Agreement. If the Council finds that the contract is acceptable, the Council will need to authorize the Mayor to sign said attached Park County Landfill Disposal Service Agreement.

FISCAL IMPACT

By signing Park County Landfill Disposal Service Agreement, the City is committing to paying $90/Ton for all Municipal Solid Waste delivered to the Landfill. The rate will remain at 90/Ton for the year of the contract.

AGENDA ITEM NO. _____

ALTERNATIVES

1. Authorize the Mayor to sign the attached Park County Landfill Disposal Service Agreement.
2. Authorize the Mayor to sign an amended Park County Landfill Disposal Service Agreement
3. Deny authorization to the Mayor to sign the attached Park County Landfill Disposal Service Agreement.

RECOMMENDATION

City staff recommends that the Mayor and Council authorize the Mayor to sign the attached Park County Landfill Disposal Service Agreement.

ATTACHMENTS

1. Park County Landfill Disposal Service Agreement 2013-2014

AGENDA & SUMMARY REPORT TO:

1. Engineering Staff

AGENDA ITEM NO. _____

PARK COUNTY LANDFILL

DISPOSAL SERVICE AGREEMENT

This Agreement entered into as of this _____ day of _____, 2013, by and between the City of Cody, Wyoming, with an office at 1338 Rumsey Ave., Cody, Wyoming 82414, a municipal corporation, hereinafter referred to as "CUSTOMER", and the Board of County Commissioners for Park County, Wyoming, with a business address of 1002 Sheridan Avenue, Cody, Wyoming 82414, a governmental agency, hereinafter referred to as "OWNER".

ARTICLE I. DESIGNATED WASTES

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, OWNER shall receive and dispose of all the solid waste, excluding radioactive, volatile, highly flammable, explosive, toxic, infectious, pathological or hazardous waste (hereinafter said solid waste shall be referred to as "Solid Waste") delivered to OWNER's disposal site. The term "hazardous waste", as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state law.

When requested by OWNER, the CUSTOMER shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide OWNER, in advance, with a representative sample of the Solid Waste to be disposed of by OWNER, and with a detailed written physical and chemical description or analysis of the Solid Waste including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such Solid Waste ("Waste Characterization Data Sheet" or "WCDS"). CUSTOMER shall promptly furnish to OWNER any information regarding known, suspected, or planned changes in composition of such Solid Waste and CUSTOMER shall accordingly update the WCDS. CUSTOMER warrants to the best of its knowledge that all Solid Waste specified in a WCDS and delivered to OWNER shall conform to the description set forth on the WCDS. CUSTOMER will use reasonable efforts to monitor and investigate the information supplied on the WCDS.

ARTICLE II. TITLE

Title to the Solid Waste delivered by CUSTOMER shall be transferred to and vested in OWNER at the time the Solid Waste is fully unloaded at the working face of the Disposal Site and the load has been spread on the face revealing no suspected hazardous waste. Prior thereto, title to the Solid Waste shall be in, and all risks and responsibilities therefore shall be borne by, CUSTOMER.

ARTICLE III. COMPLIANCE WITH LAWS

OWNER and CUSTOMER shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the Solid Waste. CUSTOMER shall also comply with work and safety rules which have been promulgated by OWNER to govern operations at the Disposal Site.

ARTICLE IV. DELIVERED QUANTITIES

a) OWNER shall accept solid waste at the Park County Landfill Disposal sites from CUSTOMER beginning on the date contract is finalized. OWNER'S on-site certified scale shall be utilized to determine the gross, tare and subsequent net weight of each delivery. If for any reason the on-site scales are not functioning, the CUSTOMER agrees to weigh each load delivered to the OWNER's facilities and to provide to OWNER documentation thereof as determined by a certified scale. Each load delivered without a weigh slip will be recorded as a full load of 12,000 lbs. of waste.

b) OWNER also agrees to accept waste once monthly from CUSTOMER's clients, delivered by pickup, passenger vehicle or by small trailer (not to exceed 460 pounds), at no additional charge provided the load is properly covered and secured. CUSTOMER's clients will supply two (2) forms of identification (drivers license and copy of the current month's City of Cody, Wyoming utility bill) to verify residence within city boundaries.

c) OWNER also agrees to accept at no charge properly sorted deliveries of:

1) Appliances, vehicles or other metal
2) Brush and burnable clean wood
3) Grass, wood chips, hay, animal bedding or leaves
4) Clean gravel or clean dirt
5) Asphalt at no charge must be preapproved

ARTICLE V. PAYMENT

a) CUSTOMER agrees to pay a fee of $90.00/Ton for all solid waste in packer trucks delivered to OWNER'S landfill. The OWNER will provide monthly invoices to the CUSTOMER with payment due within 30 days of receipt of acceptable invoice.

b) It is hereby understood, if during the date parameters of this contract, OWNER decreases the tipping fee at the Park County Landfills the benefit of that decrease will be shared by all who are engaged in an active disposal contract.

ARTICLE VI. LANDFILL FUND RESERVES

A specific purpose identified in the design and implementation of this Agreement is to provide for the long term, stable operation of Park County's landfill sites for the mutual benefit of its citizens. It is therefore mutually agreed between OWNER and CUSTOMER as follows:

a) Five percent (5%) of annual receipts will go into a reserve account to go toward closure/post-closure costs. Excess income above operating costs is to be held in reserve for future needs of Park County landfills.

b) Any interest from the investment of these reserve funds shall be accounted for as part of the balance of the fund.

c) CUSTOMER shall have the opportunity to review OWNER'S budget proposal(s) with the Landfill Manager, prior to the submittal of the final budget to the County Commissioners. Only those fees directly associated with the Landfill System shall be included within the budget proposal.

ARTICLE VII. TERM

The term of this Agreement shall be (1) year from the effective date hereof. The parties agree to review annually future contracts for transportation, transfer and operational costs. Either party may terminate this agreement by giving ninety (90) days written notice to the other.

ARTICLE VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the Disposal Site.

ARTICLE IX. IMMUNITY

The OWNER and CUSTOMER do not waive their sovereign and/or governmental immunity by entering into this Agreement and OWNER and CUSTOMER specifically retain all immunities provided by law with regard to any action based upon the Agreement, pursuant to W.S. 1-39-101-121.

ARTICLE X. NO THIRD PARTY BENEFICIARY

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.

ARTICLE XI. ASSIGNMENT

This Agreement is assignable with the prior written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, or required in the event of assignment by operation of law to an affiliate of OWNER.

ARTICLE XII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between OWNER and CUSTOMER hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to this Agreement will be effective unless in writing and signed by OWNER and CUSTOMER hereto.

Executed as of the day and year first above written:

CUSTOMER:	OWNER:
CITY OF CODY	BOARD OF COUNTY COMMISSIONERS PARK COUNTY, WYOMING
By: _____ (Signature)	By: _____ (Signature)
Date: _____	Date: _____
Title: Mayor	Title: Chairman
Date: _____	Date: _____
Attest: _____	Attest: _____
Title: _____	Title: _____

PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming ("**City of Cody**") and **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation ("**Forward Cody**").

RECITALS

(A) **The City of Cody** will apply for a Wyoming Business Ready Communities-Planning (the "**Grant**") from the Wyoming Business Council (**"WBC"**) in the amount of Twenty Five Thousand Dollars ($25,000.00) ("**the grant**") and will distribute the money from that grant to Forward Cody, pursuant to the terms of that grant according to state law, to allow Forward Cody to acquire appropriate consulting services in the course of carrying out the proposed feasibility study in Cody, Wyoming

(B) **The City of Cody** and **Forward Cody** believe that conducting this feasibility study for the development of a gunsmithing school in Cody is compatible with the community's desire to grow economically and that the project has the potential of promoting sound economic growth of Cody, Wyoming area through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in Cody, Wyoming area, all of which constitute a public purpose, and,

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

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

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

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

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

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

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PROJECT DESCRIPTION:

The project involves the contracting for professional services with the experience and expertise to analyze the potential of creating a gunsmithing school in the Cody area. The terms and requirements of the Grant agreement are, by this reference, incorporated herein.

1. OBLIGATIONS OF FORWARD CODY:

1.A. **Forward Cody** shall be responsible for all phases of grant management and administration of the Project. In this capacity, **Forward Cody** shall, among other things necessary to manage the Project:

1.A(i). With the agreement of the **City of Cody,** contract with a professional consultant (s) to provide the necessary professional services in the course of evaluating this opportunity.

1.A(ii). Account for and oversee the expenditure of Grant funds in accordance with the terms of the Grant and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the project, and shall not hire, contract with, bind itself or otherwise commit grant money for construction or development of the project until it has consulted with the **City of Cody** staff to ensure compliance with state advertising and bidding requirements.

1.A(iii). Keep appropriate and complete records of transactions relative to the Grant.

1.A(iv). Keep the **City of Cody** informed of all matters regarding the Project and give regular reports to the **City of Cody** about the Project. Such reports shall be given as often as the **City of Cody** requests and, at the option of the **City of Cody**, may be verbal or written.

1.A(v). Complete all reporting requirements for the Grant including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the **City of Cody**.

1.B. With respect to the costs for the **Project**, **Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by study's progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.

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1.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the grant requirements undertaken by the **City of Cody**.

1.D. **The City of Cody** may terminate this agreement for reasonable cause, or for any breach of this agreement by **Forward Cody**. **Forward Cody** services shall be deemed to start after all parties have signed this agreement.

1.E. **Forward Cody** may not terminate this agreement before the successful completion of this Agreement. Following such completion, **Forward Cody** may terminate this agreement at any time upon giving the **City of Cody** sixty (60) days prior notice.

2. OBLIGATIONS OF THE CITY OF CODY:

2.A. **The City of Cody** shall:

2.A(i). Apply for the Grant on or before December 1, 2012;

2.A(ii). Notify WBC that **Forward Cody** is the designated community development organization with respect to the administration of the Grant.

2.A(iii). Forward any and all documentation received from WBC or others regarding this project to **Forward Cody** in a timely manner.

2.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the **City of Cody** by **Forward Cody**. **Forward Cody** recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each contractor and others who will be paid by grant funds (collectively "payees") that informs the payees that payment for invoices may be delayed by at least sixty (60) days.

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

3. BREACH AND REMEDIES:

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or if the breach cannot reasonably be cured within such time, and if steps have not been undertaken to reasonably cure the breach, then the non-defaulting parties may take steps reasonably necessary to enforce their

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rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

4. REPRESENTATIVES/NOTICES

The City of Cody designates Nancy Tia Brown as their "**Representative**", and **Forward Cody** designates James Klessens as its "**Representative.**" All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To **The City of Cody**
Nancy Tia Brown, Mayor
1338 Rumsey Avenue
Cody, WY 82414

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

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Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail (telefaxed notices shall be deemed given upon completion of transmission to the duly assigned telefax number of the party to whom such notice is given).

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

5. **REPRESENTATIONS AND WARRANTIES OF FORWARD CODY**.

Forward Cody represents and warrants that:

5.A. **Legal Status**. **Forward Cody** is a legally formed, non-profit corporation, validly existing, under the laws of Wyoming.

5.B. **Power**. **Forward Cody** has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of their terms, conditions, and obligations, have been duly authorized by all necessary corporate action by **Forward Cody.** This Agreement is a valid and binding obligation of **Forward Cody**, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

5.C. **Nonbreach of Other Agreements**. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with the certificate of organization, operating agreement, or other organizational or governing documents of **Forward Cody** of any mortgage or lien to which **Forward Cody** is a party or is subject or by which **Forward Cody** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which **Forward Cody** is a party or is subject or by which **Forward Cody** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by **Forward Cody** of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

5.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Forward Cody** pending or, to the knowledge of **Forward Cody** threatened before any court or by or before any governmental instrumentality, which could have a materially adverse effect on the ability of **Forward Cody** to perform its obligations under this Agreement.

5.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Forward Cody** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Forward Cody** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

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5.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Forward Cody** has the full authority to sign on behalf of and bind **Forward Cody** to this Agreement.

6. NECESSARY ACTS AND FURTHER ASSURANCES.

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

7. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights or privileges of the City of Cody under the doctrines of sovereign or governmental immunity nor shall in any way be deemed a waiver of any of the requirements, defenses and limitations provided by the Wyoming Governmental Claims Act.

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8. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement then this Agreement may be terminated at the end of the period for which funds, if any, are available. Each party shall notify the other party at the earliest possible time if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or damages as result of termination under this section.

9. COMPLIANCE WITH LAWS:

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

10. INDEMNITY:

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

11. CONTRACTUAL MATTERS

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

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

11.A(ii). Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Forward Cody** relative to the construction of the Project, shall identify the City of Cody and WBC as the sponsoring agencies and shall not be released without prior written approval from the City of Cody. The City of Cody will respond within a reasonable time to requests by **Forward Cody** regarding proposed publicity.

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11.B. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the City of Cody as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City of Cody. In the event the City of Cody does not pass a resolution supporting the application by the City of Cody to WBC for grant funds for the Project, the City of Cody shall have the right to declare this Agreement null and void and of no further force or effect. Thereby, the parties shall be released from performing all obligations, covenants, and promises contained in this Agreement and each party shall bear and be solely responsible for the payment of all costs and expenses of any kind or nature that they have incurred pursuant to this Agreement.

11.C. **Audit**. The City of Cody and any of its representatives shall have access to any books, documents, papers, and records of **Forward Cody** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

11.D. **Third Party Beneficiary Rights**. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

11.E. **Supplanting**. Wyoming Business Council Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

11.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

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11.G. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.

11.H. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.

11.I. **Successors and Assigns.** **Forward Cody** shall not assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the City of Cody. **Forward Cody** shall not use this Agreement, or any portion thereof, for collateral for any financial obligation

without the prior written consent of the **City of Cody** and **Forward Cody.** The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody**.

11.J. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.

11.K. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.

11.L. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for such any subsequent default or violation.

11.M. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and vice versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

11.N. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

11.O. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective _____, 2012.

THE CITY OF CODY **FORWARD CODY WYOMING, INC.**

DRAFT

By:_____ By:_____

Title: Nancy Tia Brown, Mayor Title: James Klessens CEO/President

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DRAFT

MEETING DATE: FEBRUARY 5, 2013
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: JENNI ROSENCRANSE, CITY ADMINISTRATOR
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

WAM-JPIC Board of Directors Nomination

ACTION TO BE TAKEN:

Nominate to the WAM-JPIC Board of Directors Clerk/Treasurer Donna Geho of Glenrock, Clerk Treasurer Bonnie Halford of Mountain View and City Administrator Jenni Rosencranse of Cody for three year terms ending April 30, 2016.

SUMMARY OF INFORMATION:

We are a member of the Wyoming Association of Municipalities Joint Powers Insurance Coverage Board and there are three board positions that will be up for re-election as of April 30, 2013. We have been asked to submit nominations to fill the vacancies on the board. I currently serve on the board as the Chairperson, and I have been a member of the board since 2005. I am interested in continuing in this board as I feel that I have put in the time to learn the important nuances of the insurance world and my knowledge is important to what happens to the insurance coverage for our City. Cody is the largest member of the program and therefore I think that it is important for me to continue in this capacity. In addition, I have served with both Bonnie and Donna and I find them to be great board members in that they attend the meetings, they listen to the information, and they are willing to provide input and their opinion on all matters of importance. In addition, they are not afraid to make tough decisions. It is my recommendation that we nominate the board members whose terms are expiring. I have visited with each of them and they are all willing to serve for another term.

The WAM-JPIC Board of Directors is a very fiscally minded group who makes smart, but difficult decisions regarding the rate structure and benefits of our health insurance program. We normally have between 6 to 12 months of reserves to pay claims which are very good considering how unpredictable health care costs can be.

FISCAL IMPACT
No direct fiscal impact.

ALTERNATIVES
Choose to nominate others.

ATTACHMENTS
Information received by WAM.

AGENDA ITEM NO. _____

WYOMING
ASSOCIATION
OF MUNICIPALITIES

315 W. 27th Street
Cheyenne, WY 82001
Phone (307) 632-0398
FAX (307) 632-1942
johnson@wyomuni.org

MEMORANDUM

TO: **Mayors/Managers/Administrators/Clerks**
WAM-JPIC Participating Member Entities

FROM: Dave Johnson, Deputy Director

DATE: January 8, 2013

SUBJECT: WAM-JPIC/Health Insurance Board Elections

Enclosed are a Notice of Vacancies and a Nomination Form for your WAM-JPIC Joint Powers Board elections. We ask that you respond with your nomination to WAM by Friday, March 15, 2013 by mail or FAX. The nomination form needs to be in the WAM office by 5:00pm on Friday, March 15.

When we receive your nominations as of March 15th, we will send out the election ballot. There is a deadline of April 15, 2013, for election ballots to be received in the WAM office. These can be returned by mail or FAX.

This is <u>your</u> health insurance and you do have a say in how it is administered. You are encouraged to get involved; to look around your city, town, or joint powers board for an elected or appointed official who is interested in, or has knowledge of health insurance, and would have the time to devote to your WAM-JPIC Joint Powers Board. When you find that person, nominate him/her and get involved in the decision-making process. This Board makes decisions regarding your health insurance program, such as benefits and rates.

The WAM-JPIC Board of Directors meets four times a year. The Board tries to hold two of the meetings in fairly central locations around the State, one is a video conference call and the fourth meeting is held in conjunction with the WAM Annual Convention.

Please contact me if I can answer any questions, or be of assistance to you.

NOTICE OF VACANCIES

WAM-JPIC BOARD OF DIRECTORS
(Wyoming Association of Municipalities-Joint Powers Insurance Coverage)

NOTICE IS HEREBY GIVEN that the terms of three (3) members of the Board of Directors of WAM-JPIC will expire on April 30, 2013. The governing body of each participating member entity and the WAM Executive Board of Directors may mail/FAX written nominations for these three positions on the attached form to:

WAM-JPIC Board of Directors
315 W. 27th Street
Cheyenne, WY 82001
FAX: 307-632-1942

Nominations must be in the WAM office, on or before Friday, March 15, 2013 by 5:00pm.

Following is a list of the terms that will expire on April 30, 2013.

1. The Three (3) year term of Clerk/Treasurer, Donna Geho, Glenrock will expire on April 30, 2013. Nominees are needed for a three (3) year term from May 1, 2013 to April 30, 2016. Nominees must be from a participating town.

2. The Three (3) year term of Clerk/Treasurer Bonnie Halford, Mountain View will expire on April 30, 2013. Nominees are needed for a three (3) year term from May 1, 2013 to April 30, 2016. Nominees must be from a participating town.

3. The Three (3) year term of City Administrator, Jenni Rosencranse, Cody will expire on April 30, 2013. Nominees are needed for a three (3) year term from May 1, 2013 to April 30, 2016. Nominees must be from a participating city.

The present WAM-JPIC Joint Powers Board of Directors consists of the following members:

Administrator Jenni Rosencranse - Cody –Chairperson*
Clerk-Treasurer David Kendall, Lingle – Vice-Chairperson
Mayor Judy Johnstone, Burns
Clerk-Treasurer Bonnie Halford, Mountain View*
Council Member Brian Dickson, Lovell
Executive Director Mark Pring, LGLP (at-large seat)
Clerk/Treasurer Donna Geho, Glenrock*
Mayor Phil Hinds, Evansville
Clerk-Treasurer Tracy Glanz, Worland
* Terms expire April 30, 2013

The WAM-JPIC Board is divided between (2) participating first class cities and (6) participating towns and the remaining seat is an at-large seat that can be held by a city/town/or joint powers board member. The WAM-JPIC Board tries to also divide the board as evenly as possible between elected and appointed municipal officials. Presently, there are three elected and five appointed municipal officials, and one joint powers board represented. If at all possible, the Board of Directors would like to retain balance for future boards.

A list of participating cities and towns is attached.

Dated this 8th day of January, 2013.

George Parks

George Parks, Secretary
WAM-JPIC Board

WAM-JPIC BOARD OF DIRECTORS
NOMINATION FORM

Please nominate person(s) for any or all of the positions available. Please sign the nomination form and return to the WAM office by March 15, 2013 at 5:00pm.

1. I hereby nominate the following for thethree (3) year town seat. *This person must be from a participating town.*

   _____ _____
   Name of Nominee Title of Nominee

2. I hereby nominate the following for the three (3) year town seat. *This person must be from a participating town.*

   _____ _____
   Name of Nominee Title of Nominee

3. I hereby nominate the following for the three (3) yearcity seat. *This person must be from a participating city.*

   _____ _____
   Name of Nominee Title of Nominee

Municipality: _____

Signed by: _____
Mayor/Council President/Chairman

Attest: _____

Please attach a brief resume on the nominees.

THIS NOMINATION FORM MUST BE RECEIVED AT THE WAM OFFICE
ON OR BEFORE March 15, 2013 at 5:000pm.

Please FAX of Mail this Nomination Form to:
WAM
315 W. 27th Street
Cheyenne, WY 82001
FAX: 307-632-1942

WAM-JPIC Participating Member Entities

Cities

Cody
Worland

Towns

Afton
Baggs
Bairoil
Bar Nunn
Bear River
Big Piney
Burns
Clearmont
Cowley
Deaver
Diamondville
Dixon
Dubois
East Thermopolis
Edgerton
Encampment
Evansville
Fort Laramie
Frannie
Glenrock
Glendo
Guernsey
Hudson
Hulett
Kaycee
LaBarge
LaGrange
Lingle
Lovell
Lyman
Manderson
Marbleton
Medicine Bow
Meeteetse
Midwest
Mills
Mountain View
Opal
Pinedale
Pine Haven
Ranchester
Rock River
Saratoga
Shoshoni
Sinclair
Star Valley Ranch
Superior
Ten Sleep
Upton
Wamsutter
Wright

Joint Powers Boards

Shoshone Municipal Water JPB (Cody)

Shoshoni Recreation District 24(Shoshoni)

WY Assn of Risk Mgmt (Cheyenne)

High Country JPB (Hanna)

Cheyenne Airport Board

WY Local Gov't Liability Pool (Cheyenne)

Kemmerer-Diamondville Water & Wastewater JPB (Kemmerer)

Wyoming Assn of Municipalities-JPIC

Bridger Valley JPB

Yellowstone Regional Airport

City of Green River/City of Rock Springs/Sweetwater County Wyoming Water Joint Powers Board

Sweetwater RS/GR Combined Communications JPB

Rock Springs Sweetwater County Airport

MEETING DATE:	FEBRUARY 5, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	JOLENE OSBORNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT
Safe Routes to School Project Agreement for The installation of a pathway along the West side of 29th Street

ACTION

Staff requests that the Council authorize the Mayor to sign the attached Safe Routes to School (SRTS) Project Agreement between the Wyoming Department of Transportation and the City of Cody.

BACKGROUND

In April, 2009 the Council authorized the Mayor to sign the Safe Routes to School (SRTS) Program Project Agreement FY2009 between the Wyoming Department of Transportation and the City of Cody. The Council also authorized School District 6 to select the Engineering Firm of EA to complete the work outlined in the Project Agreement. The resulting Safe Routes to School Planning study identified and prioritized specific barriers to active transportation. The first priority identified was addressed with the construction of the sidewalks, curb and gutter along East Sheridan Avenue during the reconstruction of East Sheridan Avenue and Sunset Elementary School in the summer of 2010. The second priority identified by the SRTS study was the construction of a sidewalk along the west side of 29th Street. Bicycling and walking conditions along 29th Street were identified as difficult and unsafe due to the lack of sidewalks, lack of developed road shoulders, the sanitation collection containers and the narrow road pavement section.

On November 1, 2011 the Council authorized the Mayor to sign a $49,490.52 WYDOT SRTS Infrastructure Grant application for the cost of paving an 8' wide asphalt pathway, 1,781 linear feet in length, along the west side of 29th Street from Central Avenue to East Sheridan Avenue. The City of Cody was successful in getting the grant, but held off doing anything until the Optional Penny Tax issue was determined. One of the projects outlined for the Optional Penny Tax was for the installation of curb and gutter and sidewalks on 29th Street. Now that the Optional Penny Tax issue has been voted on and failed, it seems prudent to complete the project as outlined in the original grant application.

Prior to submitting any reimbursement documents we must have a signed agreement with WYDOT.

FISCAL IMPACT

The grant is anticipated to cover the total required construction costs of the sidewalk.

ALTERNATIVES

1. Authorize the Mayor to sign the SRTS Project Agreement between WYDOT and the City of Cody for the construction of a sidewalk along the west side of 29th Street from Central Avenue to East Sheridan Avenue.

AGENDA ITEM NO. _____

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign the SRTS Project Agreement between WYDOT and the City of Cody for the construction of a sidewalk along the west side of 29th Street from Central Avenue to East Sheridan Avenue.

ATTACHMENTS

Safe Routes to School (SRTS) Project Agreement

AGENDA ITEM NO. _____

SAFE ROUTES TO SCHOOL
PROJECT AGREEMENT
FY2012
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CODY

Federal Project: SR12005
29th Steet Sidewalk
Park County, Wyoming

1. **Parties.** The parties to this Agreement are the Wyoming Department of Transportation, hereinafter referred to as "WYDOT", whose address is 5300 Bishop Blvd., Cheyenne, Wyoming, 82009, and the City of Cody, hereinafter referred to as the "Sponsor", whose address is, P.O. Box 2200, Cody, Wyoming, 82414.

2. **Purpose.** The purpose of this Agreement is to set forth the respective relationships and responsibilities of the Sponsor and WYDOT in administration of the Safe Routes to School (SRTS) Program. All work covered by this Agreement shall meet Americans with Disabilities Act (ADA) standards.

3. **Term of Agreement.** This Agreement shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force and effect until terminated. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or certified mail.

4. **In consideration of the mutual covenants herein set forth, WYDOT and the Sponsor agree as to the following General Conditions:**

a. **Project Scope.** The Sponsor shall undertake and complete the Project, as described and set forth in the project Sponsor's SRTS application, dated December, 2012, which is included as part of this Agreement shown as Attachment "A", and the Recommended Project list for FY2012, which is included as a part of this Agreement shown as Attachment "B" and in accordance with terms and conditions of this Agreement.

b. **Period of Performance.** The Sponsor shall commence and complete the project in a professional, economical and efficient manner with consideration to timely completion of the project. The project must be let to contract within one year of the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement. Project work shall commence upon receipt of a Notice to Proceed. The Notice to Proceed shall be issued by WYDOT once the Agreement has been executed by both parties, an Authorization for Expenditure

(AFE) is issued by WYDOT, all environmental work has been completed and any additional requirements of the Federal Highway Administration (FHWA) have been completed. In the event of unusual or unexpected project delay, the Sponsor may submit a request to WYDOT for an extension of time to complete the project. The request shall be in writing and addressed to the WYDOT SRTS Coordinator. Failure of the Sponsor to perform its duties within the time frame herein agreed to may constitute a termination of Agreement, at WYDOT's discretion. If the project is terminated, the Sponsor shall return any and all federal funds that have been paid to the project Sponsor.

c. **Design Review and Approval and Consultant Selection.** All project design to include engineering, architectural and landscape architectural plans, specifications and contract documents shall be prepared under the supervision of a qualified professional engineer or architect licensed to perform such work in the State of Wyoming. An appropriate level of environmental, historical and/or Sec. 4(f) review and mitigation statement shall be submitted to the WYDOT SRTS Coordinator and a Categorical Exclusion issued by the Federal Highway Administration, if applicable, is required prior to the Sponsor's construction contract award. Projects completed within existing right-of-way may be eligible for inclusion in the Programmatic Categorical Exclusion issued by WYDOT Environmental Services. The WYDOT SRTS Coordinator and District Engineer shall receive a copy of such plans and project contract documents; review and approve on same prior to the Sponsor's proceeding with construction bidding and contracting or other construction authorization under this Agreement. The consultant selection process shall comply with WYDOT Operating Policy 40-1.

d. **Federal and State Required Contract Provision.** The Sponsor shall determine which of the following provisions are applicable and shall ensure compliance with all applicable provisions:

- Environmental Documentation: contract documents shall include the appropriate level of environmental review and analysis, to include mitigation assessment where required.
- National Historic Preservation Act (106 process): for projects involving historic or archaeological sites, the contract documents shall include the appropriate review and mitigation assessment.
- Design Exceptions: contract documents must note any design exceptions; no exceptions are available for compliance with the Americans with Disabilities Act (ADA).
- Patented and Proprietary Products: contracts requiring the use of a patented or proprietary material, specification, or process, shall be prohibited unless: the item is purchased or obtained through competitive bidding with equally suitable unpatented items, or WYDOT certifies through a public interest finding that the patented or proprietary item is: necessary for synchronization with existing facilities or a unique product for which there is no equally suitable alternative.

- Buy America Provisions: requires the use of American steel and iron products, when specified.
- Disadvantage Business Enterprises (DBE): The Sponsor should encourage the participation of DBE contractors, sub-contractors, and other vendors for this project. If the project has no DBE goals, it should be so stated in the contract bid documents.
- Required Federal Contract Provisions: The Form FHWA-1273 provisions apply to all work performed on the contract including work performed by subcontract. All contract documents shall include Form FHWA-1273 provisions. The Form FHWA-1273 provisions are required to be physically incorporated into each subcontract and subsequent lower tier subcontracts and shall not be incorporated by reference. The prime contractor is responsible for compliance with the Form FHWA-1273 requirements by all subcontractors and lower tier subcontractors. Failure to comply with the Required Contract Provisions may be considered as grounds for contract termination. Furthermore, failure to incorporate the Form FHWA-1273 into all subcontracts or failure to comply with the requirements of Section IV, Payment of Predetermined Minimum Wage and Section V, Statements and Payrolls, may be considered as grounds for debarment under 29 CFR 5.12.
- Manual on Uniform Traffic Control Devises (MUTCD): signing and pavement striping of public roads must meet MUTCD criteria. Projects which intersect with public roadways must be appropriately signed during the construction stage. Permanent safety signing should be identified on a separate plan sheet in the contract documents.
- Labor Rates: contract documents must include provisions for the compliance with federal labor rates and Davis-Bacon as outlined in the Form FHWA-1273.
- Equipment/Materials/Labor Cost Determination: unless supported by appropriate cost effectiveness determination, the use of public owned equipment, material or labor will not be allowed. To be eligible, such costs must comply with effective hourly schedules and supported by a Public Interest Finding.

e. **Prohibited Interest.** No member, officer or employee of the Sponsor during his tenure or one year thereafter shall have any interest, direct or indirect, in this Agreement or the Proceeds thereof.

f. **Project Abandonment.** Should the Sponsor abandon the project at any time, or if the project is not let to construction within two years of the completion of the design or prior to the completion, due to the delay or actions by the Sponsor, the Sponsor shall reimburse WYDOT for the entire cost, including any federal aid portion of the work completed at the time of abandonment.

g. **Project Administration.** Project administration must be performed by a public employee to be in responsible charge. The Sponsor shall appoint a public

employee as the project administrator who is accountable for the project. The project administrator shall have a current certification from WYDOT under the WYDOT Local Project Administration (LPA) Certification Program.

Project administration costs are eligible for reimbursement under this program at 100% and must remain within the total project cost. Reimbursements for the federal portion of the project shall be submitted on WYDOT Form SRTS-CR, Project Cost Reimbursement Statement, signed by the authorized Sponsor representatives and approved by the WYDOT SRTS Coordinator.

h. **Project Contracting and Construction.** Project work shall be performed by Wyoming licensed and qualified private construction firms. Since federal funds are involved in the project, no in-State preference will apply for materials, labor, contracts or subcontracts. Bid analysis shall be performed to ensure balance unit bidding. WYDOT reserves the right to review all contract bids prior to contract award. Upon notification of WYDOT approval of the project design documents, issuance of a Categorical Exclusion (if applicable), and a written Notice to Proceed, the Sponsor may proceed with open, public competitive bidding for project construction. Such project bidding shall follow accepted municipal and county bidding procedures, including public advertising. Extra work/claims must be within the scope of contract.

i. **Project and Final Inspections.** Project inspections shall be conducted by the Sponsor or authorized representatives. WYDOT representatives may inspect the project at their discretion. The Sponsor shall notify WYDOT of final inspection and a WYDOT representative may accompany the Sponsor's representative on the final inspection. Prior to the final payment (typically the last 10 percent), the Sponsor shall notify WYDOT that the project has been completed in substantial conformance with the plans and specifications, including compliance with Wyoming State Statute 16-6-116 [Final Settlement and Payment]. Additionally, the Sponsor shall complete WYDOT Form E-140, Acceptance Certificate and Final Completion, which shall accompany the final reimbursement payment request within 30 days of WYDOT SRTS Coordinator request.

j. **Project Funding.** Federal funding for this project will not exceed $49,490.52. Funding will be awarded as follows:

- Engineering - $49,490.52

Project costs exceeding this maximum contribution from WYDOT shall be borne by the Sponsor. SRTS funds will be distributed to the sponsor on a cost reimbursement basis. The Sponsor must first pay for all applicable charges incurred and then submit copies of paid invoices to WYDOT for reimbursement.

This Agreement is required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. As the prime recipient of these funds,

WYDOT will report the required information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). The FFATA requires any person or entity receiving contract or grant funds directly from the federal government to report certain information regarding those funds through a centralized website, www.fsrs.gov. The law requires that the Sponsor provide its Data Universal Numbering System (DUNS) number to WYDOT. This requirement means the Sponsor must be registered with DUN and Bradstreet. Instructions for this process can be found at www.dnb.com. Additional information regarding this Act may be found at the following sites:

http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf
and
http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

k. **Project Maintenance.** Project maintenance and perpetual care shall be the responsibility of the Sponsor.

l. **Restrictions, Prohibitions, Controls and Labor Provisions**

i. Equal Employment Opportunity. In connection with the carrying out of the Project, the Sponsor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, national origin or disability. The Sponsor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, age, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. DBE Requirements.

1. Policy. It is the policy of WYDOT that DBEs, defined as minority business enterprises and woman business enterprises, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement.

2. DBE Obligation. The Sponsor or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the Sponsor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. The Sponsor and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of WYDOT assisted contracts.

iii. Title VI of the Civil Rights Act of 1964. The Sponsor shall comply and shall assure the compliance by contractors and subcontractors under this Project with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the Regulations of the Department of Transportation (DOT) issued there under, 49 CFR Part 21, and the Assurance by the Sponsor pursuant thereto.

iv. Compliance with Elderly and Disabled Regulations. The Sponsor shall comply with applicable regulations regarding transportation for elderly and disabled persons, set forth in 49 CFR Part 27 and ADA.

n. **Right-of-Way and Utilities.** Prior to proceeding with project bidding, the Sponsor must submit to the WYDOT SRTS Coordinator a completed Right-of-Way and Utility Certificate, if applicable, indicating clearance of right-of-way and utilities for the project. Right-of-way and utility clearance is the Sponsor's responsibility. All acquisition of private property and relocation of displaced individuals and businesses shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, (Uniform Act) and the regulations of 49 CFR Part 24.

5. General Provisions

a. **Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

b. **ADA.** The Sponsor shall not discriminate against a qualified individual with a disability and shall comply with ADA, P.L. 101-336, 42 U.S.C. 12101, *et seq*., and/or any properly promulgated rules and regulations related thereto.

c. **Applicable Law and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be in the First Judicial District, Laramie County, Wyoming.

d. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign nor otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. The Sponsor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of WYDOT.

e. **Assumption of Risk.** The Sponsor shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to its failure to

comply with state or federal requirements. WYDOT will notify the Sponsor of any state or federal determination of noncompliance.

f. **Audit/Access to Records.** According to the Office of Management and Budget (OMB) Circular A-133, Sponsors that expend $500,000 or more in total federal awards during their fiscal year must:

- Have a single audit or program-specific audit conducted; and
- The audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt of the auditor's report(s), or within 9 months after the end of the audit period, unless a longer period is agreed to in advance by the federal agency that provided the funding or a different period is specified in a program-specific audit guide.
- No audit costs may be charged to federal awards when required audits have not been made or have been made but not in accordance with OMB Circular A-133. In cases of inability or unwillingness to have an audit conducted in accordance with OMB Circular A-133, federal agencies and pass-through entities shall take appropriate action using sanctions as follows:
  - Withholding a percentage of federal awards until the audit is completed satisfactorily;
  - Withholding or disallowing overhead costs;
  - Suspending federal awards until the audit is conducted or
  - Terminating the federal award.

In addition to the above requirements, WYDOT Internal Review requires the Sponsors to:

- Provide a certification letter to WYDOT that states:
  - If the above-mentioned audit was conducted,
  - If the schedule of findings and questioned costs disclosed any audit findings related to WYDOT funding, and
  - If the summary schedule of prior audit findings reported on the status of any audit findings related to WYDOT funding.
- Provide WYDOT with a copy of the Sponsor's audit report and corrective action plan only when the audit report includes material findings related to WYDOT funding.

A copy of the certification and/or audit report should be sent to:

Wyoming Department of Transportation
Internal Review Services
5300 Bishop Boulevard
Cheyenne, Wyoming 82009-3340

Allocated funds from FHWA to WYDOT are passed through to the Sponsor. These funds are designated under CFDA # 20.205, Highway Planning & Construction, and should be identified as such in the audit report.

The Sponsor may be subject to monitoring activities by WYDOT including on-site visits, review of supporting documents, and limited scope audits. The Sponsor shall permit independent auditors, FHWA personnel and WYDOT auditors, access to any pertinent books, documents, papers, and records necessary to perform monitoring of activities. The Sponsor shall keep audit reports and audit documents on file for three years after the project is complete. The audit is the sole responsibility of the Sponsor.

g. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Sponsor, this Agreement may be terminated by WYDOT at the end of the period for which the funds are available. WYDOT will notify the Sponsor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT will not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit WYDOT to terminate this Agreement in order to acquire similar services from another party.

h. **Compliance with Law.** The Sponsor shall keep informed of and comply with all applicable, federal, state and local laws and regulations in the performance of this Agreement.

i. **Entirety of Agreement.** This Agreement, consisting of twelve pages, Attachment "A", consisting of six pages, and Attachment "B", consisting of six pages represent the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

j. **Human Trafficking.** If required by 22 U.S.C. 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

i. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
ii. Procures a commercial sex act during the period of time that the award is in effect; or
iii. Uses forced labor in the performance of the award or subawards under the award.

k. **Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

l. Kickbacks

i. The Sponsor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Sponsor is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

ii. The Sponsor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement.

iii. No staff member of the Sponsor shall engage in any contract or activity which would constitute a conflict of interest as related to this Agreement.

iv. If the Sponsor breaches or violates this warranty, WYDOT may, at its discretion, terminate this Agreement without liability to WYDOT, or deduct from the agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

m. Limitations on Lobbying Activities. In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the Sponsor or its subsponsors in connection with lobbying Congressmen, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan. The Sponsor and its subsponsors shall submit a certification statement and disclosure form acceptable to WYDOT prior to commencement of any work.

n. Nondiscrimination. The Sponsor shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), ADA (ADA), 42 U.S.C. 12101, *et seq.* and the Age Discrimination Act of 1975. The Sponsor shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Agreement. In reference to Title VI Policy, WYDOT's Civil Rights Program is responsible for initiating and monitoring Title VI activities, preparing required reports and other WYDOT responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

o. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either delivered by hand or certified mail.

p. Prior Approval. This Agreement shall not be binding upon either party unless this Agreement is approved as to form by the Attorney General or his representative.

q. **Publicity.** Publicity given to the project or services provided herein, including notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sponsor and related to the services and work to be performed under this Agreement, shall identify WYDOT as the sponsoring agency and shall provide a copy of what was shared with WYDOT.

r. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of this Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

s. **Sovereign Immunity.** The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the Sponsor does not waive governmental immunity, and each 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. 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 Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

t. **Suspension and Debarment.** By signing this Agreement, the Sponsor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, the Sponsor agrees to notify WYDOT by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

The terms of this Agreement, and any amendments thereto, shall be binding upon and inure to the parties hereto, their administrators and successors.

"REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"

6. Signatures. In witness whereof, the parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the day and date set out below and certify that they have read, understood, and agreed to the terms and conditions of this Agreement.

The effective date of this Agreement is the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement shown below.

ATTEST:

_____

_____
Title

(SEAL)

CITY OF CODY, WYOMING:

By: _____
Mayor

_____
Print Name

_____
Date

ATTEST:

_____
Sandra J. Scott, Secretary
Transportation Commission of Wyoming

(SEAL)

WYOMING DEPARTMENT OF TRANSPORTATION:

By: _____
Del McOmie, P.E., Chief Engineer

_____
Date

Approved as to form:

By: _____
Douglas J. Moench
Senior Assistant Attorney General
State of Wyoming

Date agreement prepared: 5/3/12

CITY OF CODY
WYOMING

Steve Payne <spayne@cityofcody.com>

Wreath-laying ceremony at The Scout

1 message

Lynn Houze <lynnh@bbhc.org> Mon, Jan 28, 2013 at 10:14 AM
To: spayne@cityofcody.com

Hi Steve,

Feb. 26th is the wreath-laying ceremony at The Scout. We will need the traffic diverted through the hospital's small parking lot on the west side of the building from 10:30AM to 11:30 AM so that the FFA students can prepare for the ceremony and then perform it. I will contact Doug McMillan's office and ask Kylie to email you with permission for this to happen.

I am retiring from the BBHC and my last day is Feb. 8th. If you have any questions after that day, please contact John Rumm, curator of the BBM, at either 578-4050 or johnr@bbhc.org.

Thanks, Steve,

Lynn

Lynn J. Houze

Assistant Curator

Buffalo Bill Museum

Buffalo Bill Historical Center

720 Sheridan Ave.

Cody, WY 82414

Direct line: 307-578-4006

FAX: 307-578-4076

CITY OF CODY
WYOMING

Steve Payne <spayne@cityofcody.com>

Buffalo Bill Birthday Celebration

1 message

McMillan, Doug <dmcmillan@wphcody.org> Mon, Jan 28, 2013 at 5:35 PM
To: "spayne@cityofcody.com" <spayne@cityofcody.com>
Cc: "Waldner, Tim" <twaldner@wphcody.org>, "Colgan, Anne" <acolgan@wphcody.org>, "Hunt, Joel" <jhunt@wphcody.org>

Steve

I writing to inform you that WPH will again willing to allow traffic to detour through the WPH parking lot next to the cafeteria on February 26th from 10:30 -11:30 am, during the FFA Buffalo Bill Birthday celebration. Please contact myself or Tim Waldner if we can address any further questions. Thank you.

Doug

Doug McMillan, CEO

West Park Hospital District

707 Sheridan Ave

Cody, WY 82414

(307) 578-2488

www.westparkhospital.org

WestPark HOSPITAL CODY, WYOMING

TOP 100 CRITICAL ACCESS HOSPITAL

BECKER'S 100 GREAT COMMUNITY HOSPITALS

MEETING DATE: FEBRUARY 5, 2013
DEPARTMENT: COMMUNITY DEVELOPMENT
PREPARED BY: JOLENE OSBORNE/TODD S.
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT
Preliminary and Final Plat of Freda SS-216

ACTION TO BE TAKEN
Approve the Preliminary and Final Plat of Freda SS-216, a one-lot simple subdivision located immediately outside the city limits on the east side of the Southfork Highway, just south of the Chugwater Rims subdivision. The subdivision must be approved by both the City and County, as it is within the 1-mile area of joint subdivision review. County review of the proposal is in process.

SUMMARY
At the January 22, 2013 meeting, the Planning, Zoning, and Adjustment Board (Board) reviewed the plat application and recommended that Council approve the preliminary and final plat with the requested variances related to the requirements of Section 11-2-3(b) of City Code (annexation), and subject to the following occurring before the Mayor signs the final plat:

1. Submit an agreement for the use and maintenance of the shared well, driveway, and irrigation distribution system. The agreement must be in a form and with conditions acceptable to the city attorney, and be recorded with the County Clerk no later than at the time of the final plat.
2. Submit proper legal documentation of the person(s) signing the plat and related agreement. Modify the signature blocks as needed.

For a more detailed background and analysis of the proposal, refer to the attached staff report to the Planning and Zoning Board.

FISCAL IMPACT
No measureable financial impacts to the City are anticipated.

ALTERNATIVES
Approve or deny all or part of the requested variances related to annexation of the property, and approve or deny the preliminary and final plat, with or without conditions.

RECOMMENDATION:
The Planning and Zoning Board recommends approval of the variances requested and approval of the preliminary and final plat subject to the conditions noted.
.

ATTACHMENTS:
Staff Report to P&Z
Freda SS-216 Preliminary Plat
Freda SS-216 Final Plat

AGENDA & SUMMARY REPORT TO:
Steve Follweiler of Holm, Blough and Company

AGENDA ITEM NO. _____

CITY OF CODY PLANNING, ZONING AND ADJUSTMENT BOARD STAFF REPORT			
MEETING DATE:	JANUARY 22, 2013	***TYPE OF ACTION NEEDED***	
AGENDA ITEM:		P&Z BOARD APPROVAL:	
SUBJECT:	PRELIMINARY AND FINAL PLAT OF FREDA SIMPLE SUBDIVISION 216 SUB 2013-01	RECOMMENDATION TO COUNCIL:	X
PREPARED BY:	TODD STOWELL, CITY PLANNER	DISCUSSION ONLY:	

BACKGROUND:

Steven Follweiler of Holm, Blough & Co. has submitted a simple subdivision for Floyd Gail and the estate of Freda Gail. The property is located immediately outside the city limits on the east side of the Southfork Highway, just south of the Chugwater Rims subdivision. The subdivision must be approved by both the City and County, as it is within the 1-mile area of joint subdivision review. County review of the proposal is in process.

The subdivision is classified by the County as a "simple subdivision". Based on County and state regulations, only the small lot being created is subject to the subdivision review process, while the large remainder is exempt due to its size.

Both the small lot being created and the balance exempt parcel contain existing residences that are served by septic systems, Rocky Mountain Power, Cody Canal irrigation, and a shared domestic well. No city utilities currently serve or are proposed to serve the property. The applicant has already received a variance from the County Commission to remain on the shared well, instead of connecting to Northwest Rural Water. No improvements are proposed by the applicant or are being required by the County for this simple subdivision. The County indicates that they cannot require improvements related to the exempt parcel.

As no new improvements (streets, utilities, etc.) are required for this simple subdivision, a review of the construction requirements is not applicable. Staff has reviewed the preliminary and final plats to ensure they contain all easements of record, and provide proper access and utility easements for existing facilities.

We have also reviewed the preliminary and final plats for conformance with the rest of the subdivision ordinance. The following are outstanding issues that need to be addressed:

1. Right to use and participate in maintenance of shared facilities.
   a. The shared well is located on the exempt lot. An agreement for its use by Lot 1 must be established.
   b. The driveway is shared by the two lots. An agreement for maintenance and use of the driveway should be required.
   c. Apparently the irrigation distribution system is, and will be shared, which will require an agreement for such.

   The applicant is aware of the need for an agreement on the well, driveway, and irrigation and had planned to submit that agreement by now, but as of the time of the staff report, the City had not received it. A review of the agreement by Community Development staff and the City Attorney must be completed before the final plat is approved by Council.

2. Section 11-2-3(B) of City Code regarding annexation.

This section includes the following:

B. Outside Of Corporate Limits: The following standards shall be applied by the city in determining whether to approve or disapprove plats of subdivisions located within one mile of the corporate limits of the city:

1. Property that meets the requirements for annexation pursuant to state law will not be approved for subdivision without being annexed into the city.

2. Subdivision of land which is not contiguous to the city but meets the other requirements for annexation pursuant to state law will not be approved for subdivision if it appears that intervening property owners are willing to join and cooperate in an annexation upon reasonable terms.

3. Proposed development within one mile of the boundaries of the city shall otherwise conform to all of the subdivision requirements of the city, and the city shall further require a written enforceable and recordable agreement that all of the property within the area of such subdivision will be voluntarily annexed to the city upon request by the city when it becomes contiguous to the corporate limits of the city, and the improvements required by the city shall further be installed at the expense of the landowners of the subdivision and in accordance with city specifications at the time of annexation or when requested by the city. A statement outlining the above requirements shall be placed upon the proposed final plat.

The applicant requests a variance from the annexation-related requirements of the above section. Staff is agreeable to the request because there are no city services currently provided to the property, the property does not currently need city services, and there are no changes being made to the level of development on the property. In other words, staff does not see a distinct rational nexus for requiring annexation at this time. If the property were to further develop/subdivide, then the issue of annexation would be able to be revisited at that time.

3. Ownership/Signature Lines

The plats are prepared to be signed by Floyd Gail, as Attorney-in-Fact for Freda Gail. It is our understanding that Freda Gail is deceased, and that power of attorney is not effective after the death of the individual. Proper legal documentation of the person(s) signing the plat and related agreement(s) must be provided before the City will sign the final plat.

ATTACHMENTS:

Preliminary and Final Plats.

ALTERNATIVES:

Recommend that City Council approve, approve with conditions, or deny the preliminary and final plats.

RECOMMENDATION:

A. Recommend approval of the preliminary plat with the variance to the annexation related requirements of Section 11-2-3(B) of City Code.
B. Recommend approval of the final plat, subject to the following occurring before the Mayor signs the final plat:
    1. Submit an agreement for the use and maintenance of the shared well, driveway, and irrigation distribution system. The agreement must be in a form and with conditions acceptable to the city attorney, and be recorded with the County Clerk no later than at the time of the final plat.
    2. Submit proper legal documentation of the person(s) signing the plat and related agreement. Modify the signature blocks as needed.

HOLM, BLOUGH and COMPANY

CONSULTING ENGINEERS AND LAND SURVEYORS
1402 Stampede Ave., Cody, WY 82414
(307) 587-6281
Fax 587-6282

Roy Holm, PE & LS
Paul Blough, LS

January 9, 2013
Job No. 12-157

Todd Stowell, Planner
City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Dear Mr. Stowell:

I am writing this letter on behalf of Floyd Gail. Floyd is in the process of doing Freda SS-216, a one-lot simple subdivision located in the county just south of Chugwater Rims Subdivision along the Southfork Highway. The proposed subdivision lies within 1 mile of the City of Cody corporate limits, and, according to county regulations, the subdivision is to be reviewed and approved by the City of Cody. A variance of the county requirement to connect to the Northwest Rural Water District system was approved by the Board of County Commissioners on November 6, 2012.

Floyd would also like to apply for variances to the City of Cody regulations concerning annexation, cul-de-sacs, and alleys.

I am enclosing a copy of the proposed water distribution plan that I sent to the State Engineer's Office on January 3 for their review and approval. I have also enclosed a copy of the letter of approval from the Cody Canal Irrigation District. When the State Engineer approves the water distribution plan, I will get a copy of that letter of approval to you.

Floyd is also having his attorney prepare an agreement for the maintenance of the domestic water system, irrigation pipeline system and the access road. When I get a draft copy of that agreement, I will forward a copy to you.

Thank you for your attention to this matter.

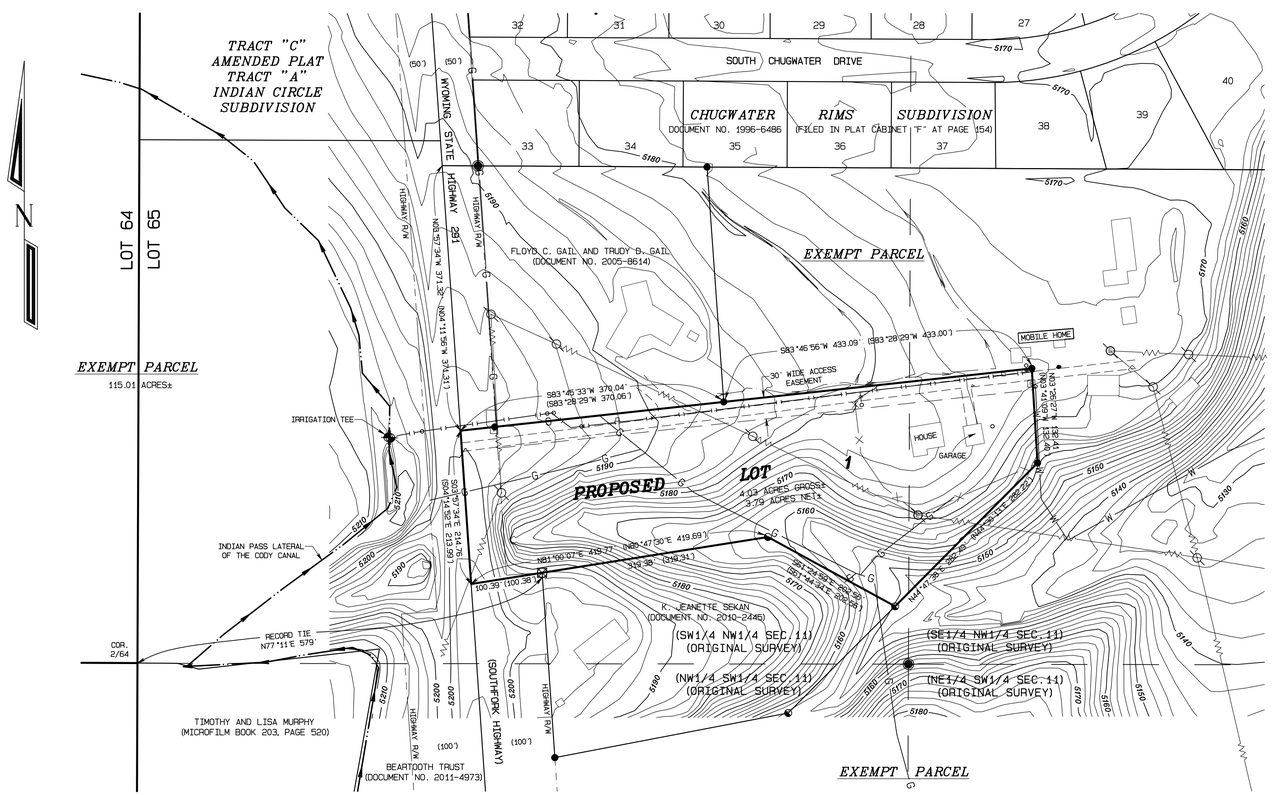
If you have any questions or comments, please contact me.

Sincerely,

Steven D. Follweiler

Steven D. Follweiler for
HOLM, BLOUGH AND COMPANY

T. 52 N., R. 102 W.
(RESURVEY)



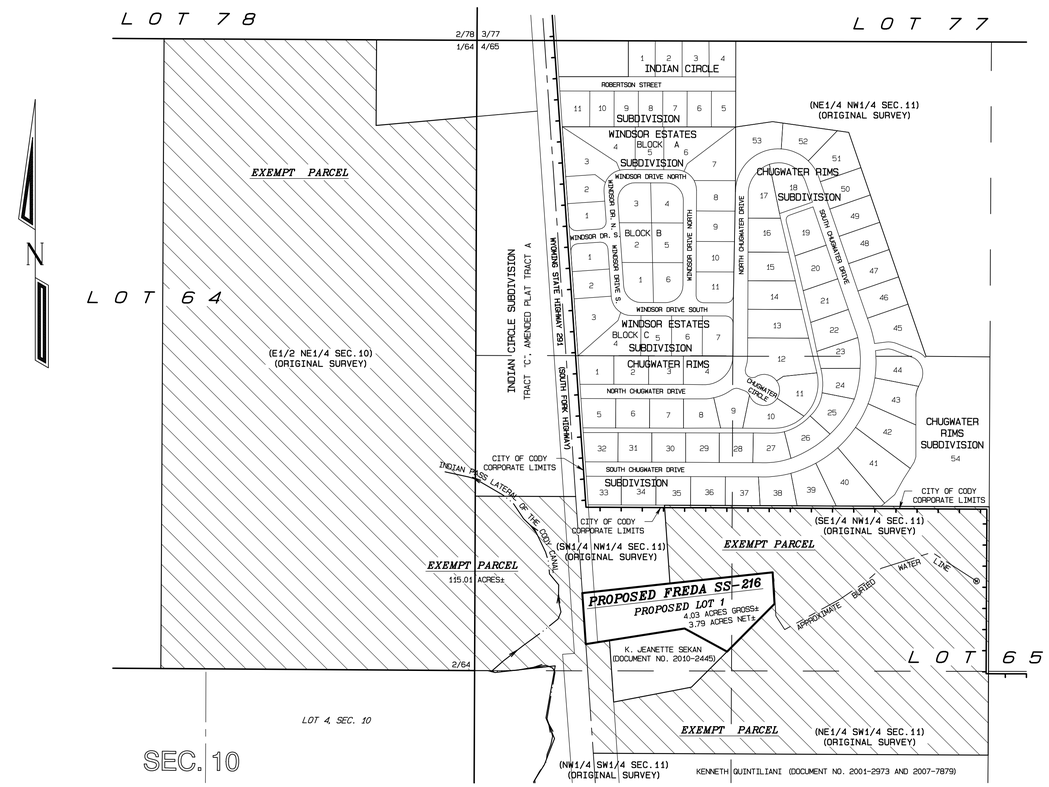
FREDA SS-216

ENCOMPASSING 4.03 ACRES±

GRAPHIC SCALE 1"=100'

0 100 200 300

T. 52 N., R. 102 W.
(RESURVEY)



VICINITY MAP

SCALE: 1" = 300'

LEGEND

- REBAR WITH ALUM. CAP FOUND
- BRASS CAP FOUND
- 1/2" IRON PIPE FOUND
- HIGHWAY MONUMENT FOUND
- WATER WELL
- POWER POLE
- ELECTRIC METER
- TELEPHONE BOX
- GAS METER
- OVERHEAD UTILITY LINE
- BURIED ELECTRIC CABLE
- BURIED WATER LINE
- NATURAL GAS PIPELINE
- FENCE
- BURIED IRRIGATION PIPELINE
- IRRIGATION DITCH
- RECORD DIMENSIONS SHOWN THUS ( )
- EXEMPT PARCEL SHOWN THUS

NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY DATUM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD 83/93 WEST CENTRAL ZONE.
2. THE GROSS AREA OF PROPOSED LOT 1 INCLUDES THE RIGHT-OF-WAY OF THE SOUTHFORK HIGHWAY.
3. THE NET AREA OF PROPOSED LOT 1 EXCLUDES THE RIGHT-OF-WAY OF THE SOUTHFORK HIGHWAY.
4. PARK COUNTY ZONING DESIGNATION IS RESIDENTIAL - 1/2 ACRE (R-H).
5. WAIVERS APPLIED FOR: ANNEXATION REQUIREMENT
   CUL-DE-SAC REQUIREMENT
   ALLEY REQUIREMENT

SUBDIVIDER: FREDA GAIL BY FLOYD C. GAIL, HER ATTORNEY IN FACT
142 SOUTHFORK HIGHWAY
CODY, WY 82414

DESIGNER: SAME AS ABOVE

SURVEYOR: HOLM, BLOUGH AND COMPANY
STEVEN D. FOLLWEILER (AGENT)
WYOMING REGISTRATION NO. L.S. 3154

FREDA GAIL
CODY, WYOMING
PRELIMINARY PLAT SHOWING

FREDA SS-216

IN LOT 65
T. 52 N., R. 102 W., 6TH P.M.
PARK COUNTY, WYOMING (RESURVEY)

HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Stampede Ave.
Cody, Wyoming 82414 (307)-587-6281

JANUARY, 2013

BOOK 499
S:\JOBS\2012\12-157\12-157 CITY OF CODY PRELIM.prc

NO PROPOSED CENTRALIZED SEWAGE DISPOSAL SYSTEM .
NO PROPOSED PUBLIC DOMESTIC WATER SOURCE.
NO ROADS ARE PROPOSED AS A PART OF THIS SUBDIVISION.

SURVEYOR'S CERTIFICATE

I, STEVEN D. FOLLWEILER, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF FREDA SS-216 WAS MADE BY ME AND UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS.

DATED THIS _____ DAY OF _____, 2013.

_____
HOLM, BLOUGH AND COMPANY
BY: STEVEN D. FOLLWEILER (AGENT)
WYOMING REGISTRATION NO. 3154 LS

Professional Land Surveyor
Steven D. Follweiler
3154
Date:
Wyoming

CITY OF CODY PLANNING AND ZONING COMMISSION RECOMMENDATION

THIS PLAT WAS APPROVED BY THE PLANNING AND ZONING COMMISSION OF CODY, WYOMING

ON THE _____ DAY OF _____, 2013.

_____ ATTEST: _____
CHAIRMAN

CODY CITY COUNCIL APPROVAL

THIS PLAT WAS APPROVED BY THE CITY COUNCIL OF CODY, WYOMING ON

THE _____ DAY OF _____, 2013.

_____ ATTEST: _____
BY: NANCY TIA BROWN, MAYOR BY: JENNIFER ROSENCRANSE, CITY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS APPROVAL AND SUBDIVISION PERMIT

THIS PLAT IS HEREBY APPROVED AND THE SUBDIVISION PERMIT GRANTED BY THE BOARD OF COUNTY COMMISSIONERS OF PARK COUNTY, WYOMING, THIS _____ DAY OF _____, 2013.

_____
CHAIRMAN

ATTEST:

_____
PARK COUNTY CLERK

DATE: _____

PLATTING CONDITIONS FOR FREDA SS-216

1. RIGHT-OF-WAY. The right-of-way for ingress and egress for service and emergency vehicles is granted over, across, on, and through any and all private roads and drives now or hereinafter established.

2. ROAD CONSTRUCTION AND ACCEPTANCE. The County shall not accept the maintenance of any road and bridge within the boundaries of FREDA SS-216 until and unless the road or bridge meets all County road and bridge specifications and all requirements of the Statutes of the State of Wyoming regarding establishment of a public road in effect at the time a petition for acceptance is filed with the Park County Board of County Commissioners. The Board of County Commissioners shall have sole authority to determine whether or not to accept maintenance. Nothing shall require the Board of County Commissioners to assume maintenance.

3. If no public maintenance is contemplated on any of the roads, the subdivider shall put a legend on the plat of the subdivision and on all offers, contracts or agreements for the sale and purchase of lots within the subdivision showing the streets, alleys and roadways showing in capital letters "NO PUBLIC MAINTENANCE OF SPECIFIED STREETS OR ROADS".

4. MINERAL ESTATE. The surface estate of the land to be subdivided is subject to the full and effective development of the mineral estate.

5. AGRICULTURAL NOTICE. This property is in an area of historic agricultural use. This use is preserved by the Wyoming Right to Farm and Ranch Act of 1991 (W.S. 11-44-101 through 103). Historic agricultural use may cause noise, odors, dust, flies and other factors that are consequences of accepted agricultural practices. This subdivision and its lot and neighboring lands are located in an area that has been used historically for flood irrigated crop production. Historic farming practices (including flood irrigation of crops and the use of ditches to move water) may cause a significant rise in the water table in the area. The water table in the area may rise dramatically during irrigation season. Purchasers of subdivision lots should make this factor an important consideration when buildings are constructed on subdivision lots.

RECORDER'S ACCEPTANCE

THIS PLAT WAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK

AND RECORDER ON THIS _____ DAY OF _____, 2013, AND FILED

FOR RECORD AT _____ __.M. UNDER DOCUMENT NUMBER _____

IN PLAT CABINET ___ AT PAGE _____.

JERRI TORCZON
PARK COUNTY CLERK AND RECORDER

_____
BY: DEPUTY COUNTY CLERK

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: THE FREDA L. GAIL ESTATE IS THE OWNER OF THE LANDS DESCRIBED IN THE WARRANTY DEED RECORDED IN MICROFILM BOOK 83 AT PAGE 574 AND THE AFFIDAVIT OF SURVIVORSHIP RECORDED IN MICROFILM BOOK 83 AT PAGE 971 OF THE DEED RECORDS ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING, OF WHICH FREDA SS-216 IS A PORTION THEREOF, AND THE BOUNDARY OF FREDA SS-216 IS MORE PARTICULARLY DESCRIBED IN THE AFFIDAVIT RECORDED AS DOCUMENT NO. 2010-7722 OF SAID DEED RECORDS AND AS FOLLOWS:

A PARCEL OF LAND WITHIN THE SOUTH ONE-HALF NORTHWEST ONE-QUARTER (S1/2 NW1/4) OF TRACT 65, TOWNSHIP 52 NORTH, RANGE 102 WEST ACCORDING TO THE GOVERNMENT RESURVEY (SAID TRACT 65 BEING IDENTICAL TO SECTION 11 OF SAID TOWNSHIP AND RANGE ACCORDING TO THE ORIGINAL GOVERNMENT SURVEY) OF THE SIXTH PRINCIPAL MERIDIAN, PARK COUNTY, WYOMING, WITH SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SHOWN UPON THE RECORD OF SURVEY PREVIOUSLY RECORDED AS DOCUMENT 2001 ON PAGE 2191 AND FILED IN PLAT CABINET "G" AT PAGE 55 IN THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER:

BEGINNING AT THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED TO WILLIAM B. SHEETS IN MICROFILM BOOK 26 ON PAGE 258 IN THE RECORDS OF SAID PARK COUNTY CLERK AND RECORDER; THENCE NORTH 80°47'30" EAST (NORTH 81°00'07" EAST THIS SURVEY), ALONG THE NORTH LINE OF SAID SHEETS PARCEL, FOR A DISTANCE OF 319.31 FEET (319.38 FEET THIS SURVEY) TO AN ANGLE POINT IN SAID NORTH LINE; THENCE SOUTH 61°44'34" EAST (SOUTH 61°24'59" EAST THIS SURVEY), CONTINUING ALONG SAID NORTH LINE, FOR A DISTANCE OF 202.56 FEET (202.56 FEET THIS SURVEY) TO THE MOST EASTERLY CORNER OF SAID SHEETS PARCEL; THENCE NORTHERLY AND WESTERLY ALONG A LINE COMMON TO "PARCEL B" AS SHOWN UPON SAID RECORD OF SURVEY RECORDED AS DOCUMENT 2001 ON PAGE 2191 AND FILED IN PLAT CABINET "G" AT PAGE 55 IN THE PLAT RECORDS, THE FOLLOWING COURSES:

NORTH 44°30'13" EAST (NORTH 44°47'38" EAST THIS SURVEY), FOR A DISTANCE OF 282.22 FEET (282.49 FEET THIS SURVEY); THENCE NORTH 03°41'09" WEST (NORTH 03°26'27" WEST THIS SURVEY), FOR A DISTANCE OF 132.40 FEET (132.41 FEET THIS SURVEY); THENCE SOUTH 83°28'29" WEST FOR A DISTANCE OF 803.06 FEET (SOUTH 83°46'56" WEST FOR A DISTANCE OF 433.09 FEET AND SOUTH 83°45'33" WEST FOR A DISTANCE OF 370.04 FEET THIS SURVEY), MORE OR LESS, TO A POINT ON THE CENTERLINE OF THE SOUTH FORK HIGHWAY; THENCE LEAVING SAID LINE COMMON TO PARCEL B AND BEARING SOUTH 04°14'52" EAST (SOUTH 03°57'34" EAST THIS SURVEY) ALONG SAID HIGHWAY CENTERLINE, FOR A DISTANCE OF 213.99 FEET (214.76 FEET THIS SURVEY); THENCE LEAVING SAID CENTERLINE AND BEARING NORTH 80°47'30" EAST (NORTH 81°00'07" EAST THIS SURVEY), FOR A DISTANCE OF 100.38 FEET (100.39 FEET THIS SURVEY), MORE OR LESS, TO THE POINT OF BEGINNING.

THE OWNER AND PROPRIETOR HAS BY THESE PRESENTS LAID OUT AND SURVEYED AS "FREDA SS-216", AND WITH THE SPECIFIC INTENT TO DO SO, DOES HEREBY DEDICATE AND CONVEY TO AND FOR THE PUBLIC USE FOREVER, THE ROADS AS ARE LAID OUT AND DESIGNATED ON THIS PLAT, AND DOES ALSO RESERVE PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES AND FOR IRRIGATION AND DRAINAGE FACILITIES AS ARE LAID OUT AND DESIGNATED ON THIS PLAT AND DOES HEREBY DEDICATE TO THE OWNERS, HEIRS, SUCCESSORS AND ASSIGNS OF THE EXEMPT PARCEL THE 30 FOOT WIDE ACCESS EASEMENT ORIGINALLY SHOWN ON THE RECORD OF SURVEY SHOWING PARCELS OF LAND RECORDED ON APRIL 18, 2001 AS DOCUMENT NO. 2001-2191 AND FILED IN PLAT CABINET "G" AT PAGE 55 OF THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER AND SHOWN HEREON AS THE NORTHERLY 30 FEET OF LOT 1 OF FREDA SS-216 BEGINNING AT THE EASTERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 291 AND ENDING AT THE EASTERLY BOUNDARY OF SAID LOT 1 OF FREDA SS-216 AND THE 60 FOOT WIDE ACCESS EASEMENT SHOWN HEREON AS THE NORTHERLY 60 FEET OF LOT 1 OF FREDA SS-216 BEGINNING AT THE EASTERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 291 AND ENDING 175 FEET EAST OF THE SOUTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO FLOYD C. GAIL AND TRUDY D. GAIL BY THE WARRANTY DEED RECORDED AS DOCUMENT NO. 2005-8614 OF SAID DEED RECORDS AND THE 20 FOOT WIDE IRRIGATION EASEMENT SHOWN HEREON AS THE NORTHERLY 20 FEET OF LOT 1 OF FREDA SS-216 BEGINNING AT THE EASTERLY RIGHT-OF-WAY LINE OF WYOMING STATE HIGHWAY 291 AND ENDING AT THE EASTERLY BOUNDARY OF SAID LOT 1 OF FREDA SS-216. THE UNDERSIGNED HEREBY WAIVES AND RELEASES ALL RIGHTS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF WYOMING. OFFERS OF DEDICATION OF THE ROAD OR ROADS ON THIS PLAT IN NO WAY OBLIGATES THE PARK COUNTY COMMISSIONERS TO ACCEPT THE OFFER AND/OR MAINTAIN SUCH ROADS NOR DOES IT RELIEVE THE DEVELOPER OF THE OBLIGATION TO CONSTRUCT SUCH ROAD OR ROADS ACCORDING TO THE REQUIREMENTS OF THE PARK COUNTY SUBDIVISION REGULATIONS.

IN CONSIDERATION OF THE BOARD OF PARK COUNTY COMMISSIONERS' DETERMINATION OF THIS DIVISION OF LAND AS A "SUBDIVISION" AND "SUBDIVIDED LAND" AS NOTED HEREON:

THE UNDERSIGNED HEREBY WAIVES ALL CLAIMS AGAINST PARK COUNTY FOR DAMAGE OR LOSS TO MY PERSON AND/OR PROPERTY WHICH MAY BE CAUSED BY SUCH DETERMINATION, AND THE UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND PARK COUNTY IN ANY ACTION WHICH MAY ARISE IN CONNECTION WITH ANY AND ALL ERRORS, OMISSIONS, OR MISTAKES IN THIS LAND SURVEY PLAT AND/OR OTHER INFORMATION WHICH THE UNDERSIGNED HAS SUBMITTED IN CONNECTION WITH THIS REQUEST.

THE UNDERSIGNED HEREBY FURTHER ACKNOWLEDGES AND STATES UNDER OATH THAT HE IS THE LEGAL OWNER OF THE PROPERTY DESCRIBED HEREON, THE SUBDIVISION OF "FREDA SS-216" AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR.

THE UNDERSIGNED HEREBY FURTHER AGREES THAT SHEETS 1 THROUGH 2 OF THIS PLAT WHEN RECORDED IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ESTABLISHES VESTED PROPERTY RIGHTS. THE UNDERSIGNED HEREBY AGREES TO ABIDE BY THE CONDITIONS AND STIPULATIONS CONTAINED HEREIN, AND IN THE COMMISSIONERS RESOLUTION/SUBDIVISION PERMIT.

IN WITNESS WHEREOF, THE SAID OWNER, FLOYD C. GAIL, PERSONAL REPRESENTATIVE FOR THE FREDA L. GAIL ESTATE, HAS CAUSED HIS NAME TO BE HEREON SUBSCRIBED THIS _____ DAY OF _____, 2013.

_____
FLOYD C. GAIL, PERSONAL REPRESENTATIVE FOR THE FREDA L. GAIL ESTATE

ACKNOWLEDGEMENT:
STATE OF WYOMING }
COUNTY OF PARK } SS

THE FOREGOING CERTIFICATE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2013 BY FLOYD C. GAIL, PERSONAL REPRESENTATIVE FOR THE FREDA L. GAIL ESTATE.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

PRELIMINARY COPY

PLAT SHOWING

FREDA SS-216

IN LOT 65
T. 52 N., R. 102 W., 6TH P.M.
PARK COUNTY, WYOMING (RESURVEY)

APPLICANT AND OWNER: FLOYD C. GAIL, PERSONAL REPRESENTATIVE FOR THE FREDA L. GAIL ESTATE

HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Stampede Ave.
Cody, Wyoming 82414 (307)-587-6281

JANUARY, 2013

BOOK 499
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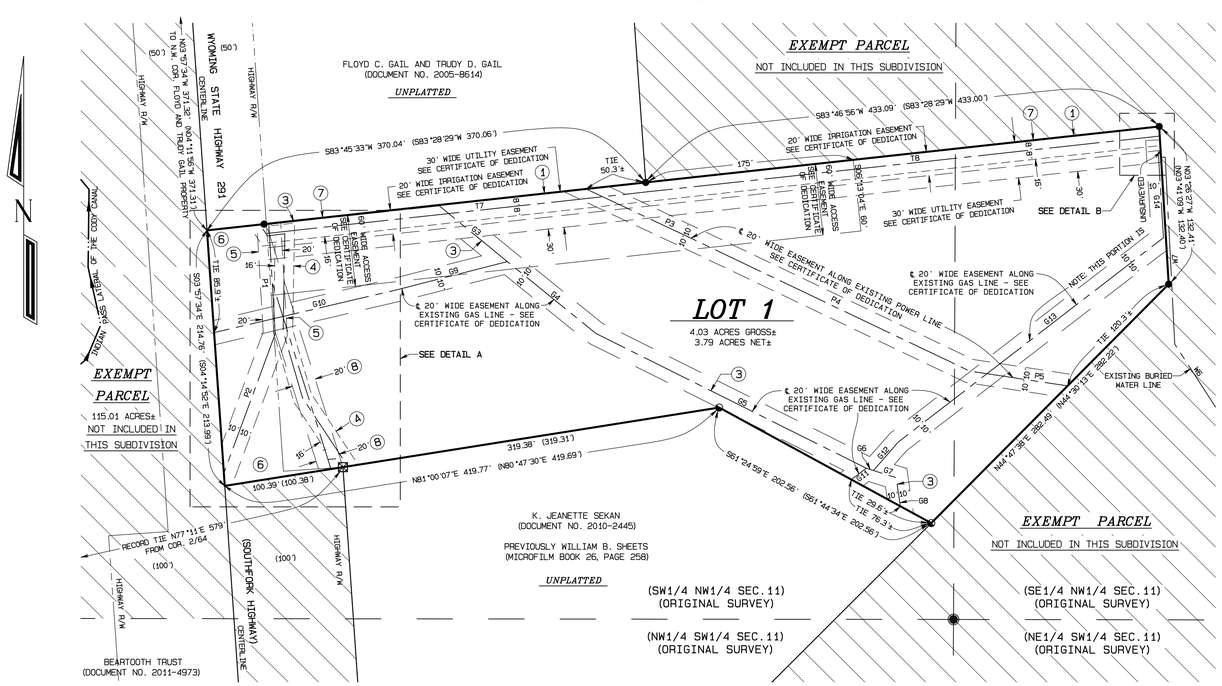
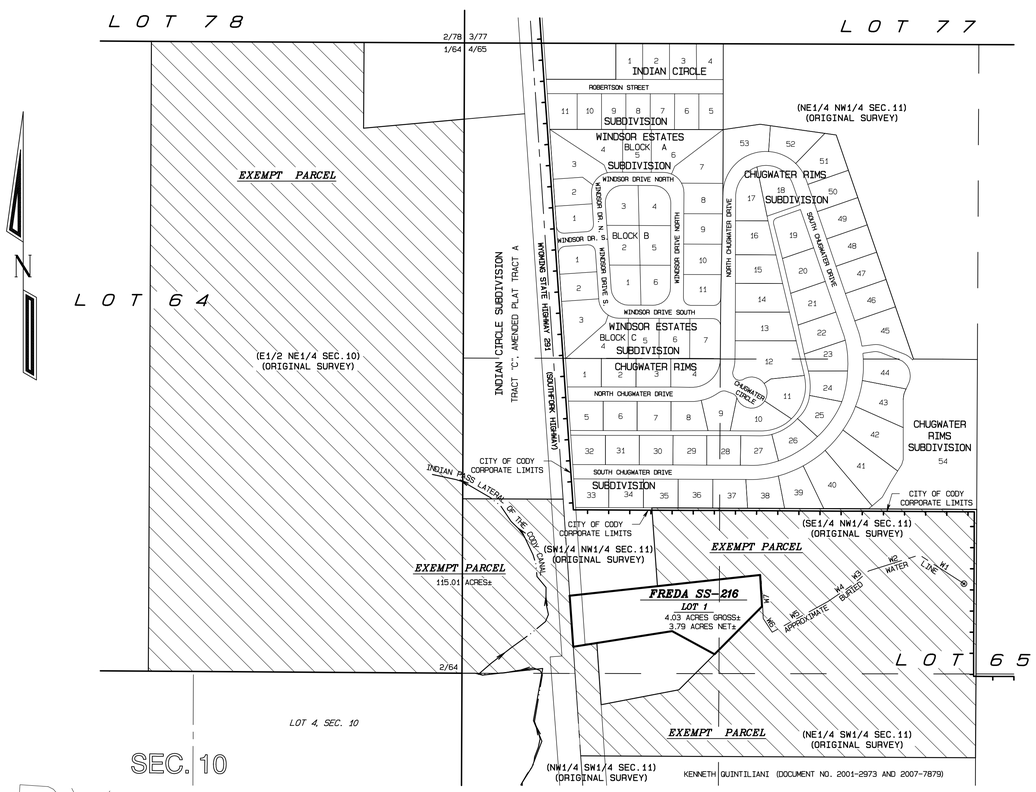
T. 52 N., R. 102 W.
(RESURVEY)



T. 52 N., R. 102 W.
(RESURVEY)



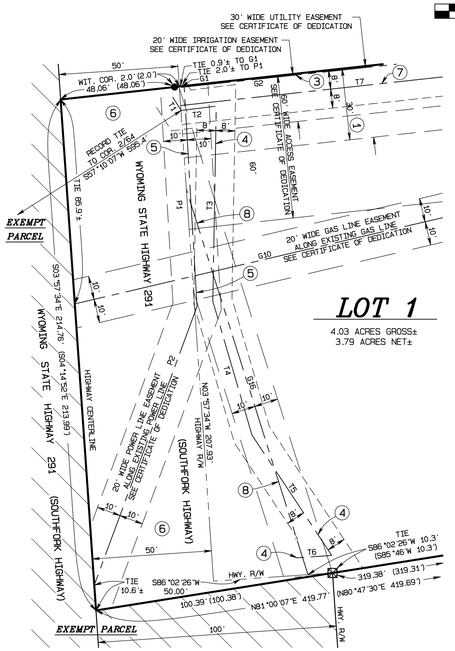
VICINITY MAP
SCALE: 1" = 300'

FREDA SS-216
ENCOMPASSING 4.03 ACRES±

GRAPHIC SCALE 1"=60'
0 60 120 180

PRELIMINARY COPY

LEGEND
- REBAR WITH ALUM. CAP FOUND
- BRASS CAP FOUND
- 1/2" IRON PIPE FOUND
- HIGHWAY MONUMENT FOUND
- WATER WELL
- RECORD DIMENSIONS SHOWN THUS ( )
- EXEMPT PARCEL SHOWN THUS



DETAIL A
SCALE: 1" = 30'

LINE TABLE FOR GAS LINE EASEMENTS

LINE	BEARING	DISTANCE
G1	S03°54'20"E	0.5'±
G2	N83°51'20"E (S83°32'32"W)	144.9'± (144.93')
G3	S50°39'27"E (N50°58'16"W)	73.7'± (73.72')
G4	S50°57'19"E (N51°16'06"W)	95.7'± (95.71')
G5	S63°30'00"E (N63°48'48"W)	253.3'± (253.30')
G6	S72°30'50"E (N72°49'38"W)	6.2'± (26.24')
G7	S72°30'50"E (N72°49'38"W)	20.0'± (26.24')
G8	S08°20'35"E (N08°39'23"W)	24.3'±
G9	S75°39'44"W (S75°20'56"W)	94.9'± (94.91')
G10	S76°48'35"W (S76°29'47"W)	158.1'±
G11	S52°38'49"W	15.7'±
G12	N41°12'36"E	31.7'±
G13	N52°22'32"E (N52°03'44"E)	280.6'±
G14	N03°26'27"W	72.2'±
G15	N86°33'33"E	2.0'±
G16	N17°31'34"W (N17°48'W)	169.4'± (169.4')

LINE TABLE FOR POWER LINE EASEMENTS

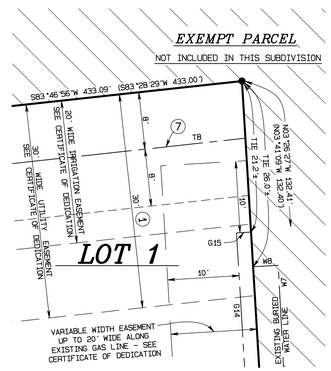
LINE	BEARING	DISTANCE
P1	S03°22'22"E	92.6'±
P2	S20°14'43"W	124.6'±
P3	S64°49'30"E	100.1'±
P4	S64°30'33"E	255.9'±
P5	S81°22'37"E	83.1'±

LINE TABLE FOR TELECOMMUNICATIONS EASEMENTS

LINE	BEARING	DISTANCE
T1	S32°13'36"E	6.6' (6.6')
T2	N83°03'22"E (N82°35'48"E)	14.8' (14.8')
T3	S01°01'11"W (S00°43'00"W)	81.8' (81.8')
T4	S16°19'15"E (S16°37'26"E)	58.4' (58.4')
T5	S33°29'49"E (S33°48'00"E)	60.6' (60.6')
T6	S86°04'11"W (S85°46'00"W)	16.2' (16.2')
T7	N83°45'33"E	320.3'
T8	N83°46'56"E	432.7'

LINE TABLE FOR APPROXIMATE EXISTING BURIED WATER LINE

LINE	BEARING	DISTANCE
W1	N57°08'24"W (N57°27'11"W)	222.26' (222.26')
W2	S72°34'24"W (S72°15'36"W)	222.84' (222.84')
W3	S49°01'27"W (S48°42'38"W)	89.53' (89.53')
W4	S55°55'59"W (S55°37'11"W)	124.93' (124.93')
W5	S61°09'40"W (S60°50'52"W)	266.69' (266.69')
W6	N32°58'17"W (N33°17'08"W)	68.78' (68.78')
W7	N02°55'54"W (N03°14'41"W)	157.03' (157.03')
W8	S86°33'33"W	3.51'



DETAIL B
SCALE: 1" = 10'

EASEMENTS OF RECORD

1. ACCESS EASEMENT AS SHOWN ON THE RECORD OF SURVEY SHOWING PARCELS OF LAND RECORDED ON APRIL 18, 2001 AS DOCUMENT NO. 2001-2191 AND FILED IN PLAT CABINET "G" AT PAGE 55, 30 FEET WIDE.
2. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO THE UNITED STATES - DEPARTMENT OF THE INTERIOR FOR AN ELECTRIC TRANSMISSION LINE BY INSTRUMENT RECORDED OCTOBER 24, 1941 IN BOOK 111 AT PAGE 119, 40 FEET WIDE (LOCATION UNCERTAIN).
3. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO WYOMING GULF SULPHUR CORPORATION FOR A THREE-INCH NATURAL GAS PIPELINE BY INSTRUMENT RECORDED OCTOBER 24, 1958 IN BOOK 231 AT PAGE 231, NO WIDTH SPECIFIED.
   ASSIGNMENT OF SAID EASEMENT TO CODY GAS COMPANY BY INSTRUMENT RECORDED DECEMBER 14, 1979 IN MICROFILM BOOK 46 AT PAGE 792.
   ASSIGNMENT OF SAID EASEMENT TO GREAT FALLS GAS COMPANY BY INSTRUMENT RECORDED DECEMBER 14, 1988 IN MICROFILM BOOK 163 AT PAGE 122.
4. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO U S WEST COMMUNICATIONS, INC. FOR TELECOMMUNICATIONS FACILITIES BY INSTRUMENT RECORDED NOVEMBER 7, 1995 IN MICROFILM BOOK 274 AT PAGE 917, 16 FEET WIDE.
5. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO PACIFICORP FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE BY INSTRUMENT RECORDED NOVEMBER 1, 1996 IN DOCUMENT NO. 1996-6551, 20 FEET WIDE.
6. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO THE STATE OF WYOMING FOR A ROAD RIGHT-OF-WAY BY INSTRUMENT RECORDED AUGUST 6, 2003 IN DOCUMENT NO. 2003-7308, VARIABLE WIDTH.
7. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO TCT WEST, INC. FOR TELECOMMUNICATION FACILITIES BY INSTRUMENT RECORDED JUNE 14, 2010 IN DOCUMENT NO. 2010-3907, 16 FEET WIDE.
8. EASEMENT, INCLUDING THE TERMS, COVENANTS AND PROVISIONS AS MAY BE CONTAINED THEREIN, AS GRANTED/RESERVED TO ENERGY WEST WYOMING FOR A NATURAL GAS PIPELINE BY INSTRUMENT RECORDED MAY 30, 2012 IN DOCUMENT NO. 2012-3047, 20 FEET WIDE.

NOTES

1. BEARINGS ARE BASED ON THE CITY OF CODY DATUM, WHICH IS BASED ON THE WYOMING COORDINATE SYSTEM NAD 83/93 WEST CENTRAL ZONE.
2. THE GROSS AREA OF LOT 1 INCLUDES THE RIGHT-OF-WAY OF WYOMING STATE HIGHWAY 291 (SOUTHFORK HIGHWAY).
3. THE NET AREA OF LOT 1 EXCLUDES THE RIGHT-OF-WAY OF WYOMING STATE HIGHWAY 291 (SOUTHFORK HIGHWAY).
4. THOSE PORTIONS OF THE WATER LINE RIGHT OF WAY DESIGNATED AS W-6 THROUGH W-10, W-16, AND G/W-1 THROUGH G/W-3 SHOWN ON THE RECORD OF SURVEY RECORDED AS DOCUMENT NO. 2001-2191 AND FILED IN PLAT CABINET "G" AT PAGE 55 ARE NO LONGER IN USE. THESE RESIDENCES HAVE SINCE CONNECTED TO THE NORTHWEST RURAL WATER DISTRICT LINE. THE WATER LINE CURRENTLY SERVES ONLY THE EXISTING RESIDENCE ON LOT 1 OF FREDA SS-216 AND THE EXISTING MOBILE HOME LOCATED ON THE EXEMPT PARCEL JUST NORTH OF THE NORTHEAST CORNER OF SAID LOT 1.
5. WELL WATER ANALYSIS SHOWS ELEVATED SODIUM LEVELS. PERSONS ON LOW SODIUM DIETS SHOULD CONSULT THEIR DOCTORS.

PLAT SHOWING

FREDA SS-216

IN LOT 65
T. 52 N., R. 102 W., 6TH P.M.
PARK COUNTY, WYOMING (RESURVEY)

APPLICANT AND OWNER: FLOYD C. GAIL, ATTORNEY IN FACT FOR FREDA L. GAIL

SHEET 2 OF 2

HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1402 Stampede Ave.
Cody, Wyoming 82414 (307)-587-6281

JANUARY, 2013

BOOK 499
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MEETING DATE:	FEBRUARY 5, 2013
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT

NON-EXCLUSIVE UTILITY EASEMENT AGREEMENT

ACTION:

Staff requests that the Mayor and Council authorizes the Mayor to sign a Non-exclusive Utility Easement Agreement between PacifiCorp d/b/a Rocky Mountain Power and the City of Cody for a utility easement associated with the West Strip Water Main Extension project.

The Council authorized the Mayor to sign an identical easement document in December, 2012. This easement covers a parcel of land that was missed in the previously promulgated document.

SUMMARY:

In FY 2011-2012 the Council authorized the submittal of a grant application to the WWDC for water main improvements along the south side of the West Strip from east of Cassie's west to the water main at The Cody. The water main improvements are necessary to provide better service pressures and volumes to existing business, but will also have the benefit of enabling future commercial growth along this corridor. Several easements were required to allow the project to be constructed. The attached agreement covers the negotiation of a required easement that was missed previously. to allow the project to move forward with bidding and construction.

FISCAL IMPACT

The West Strip Project had been estimated to cost $604,994 to complete. By the WWDC Agreement, the project cost was rounded up to $610,000 of which $408,700 would be grant funded and the remainder ($201,300) would be funded from the Water Enterprise Fund. This easement with RMP has a cost figure of $400 and is similar to what has been paid to others for easement purposes based on the area of the easement.

ALTERNATIVES

Authorize the Mayor to sign a Non-exclusive Utility Easement Agreement between PacifiCorp d/b/a Rocky Mountain Power and the City of Cody for a utility easement associated with the West Strip Water Main Extension project.

RECOMMENDATION

Staff recommends that the Mayor and Council authorize the Mayor to sign a Non-exclusive Utility Easement Agreement between PacifiCorp d/b/a Rocky Mountain Power and the City of Cody for a utility easement associated with the West Strip Water Main Extension project. The easement documents have already been reviewed by the City Attorney as to form. The final document will be transmitted by RMP for the Mayor's signature.

ATTACHMENTS

Copy of Non-exclusive Utility Easement Agreement between PacifiCorp d/b/a Rocky Mountain Power and the City of Cody for a utility easement associated with the West Strip Water Main Extension project.

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

CITY OF CODY
WYOMING

Nancy Tia Brown
MAYOR

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

C. Edward Webster II
MUNICIPAL JUDGE

Jennifer R. Rosencranse
CITY ADMINISTRATOR

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

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

February 5, 2013

Wyoming Bank & Trust
PO Box 21000
Cheyenne, WY 82003

Northwest Improvement Projects Joint Powers Board
1338 Rumsey Avenue
Cody, WY 82414

RE: 2001 Series Northwest Improvements Projects Joint Powers Board Lease Revenue Bonds

To Whom it May Concern:

This letter is provided as notice that the City of Cody is exercising its option to terminate the Facilities Sub Lease Agreement dated December 15, 2001 pursuant to Section 3.4(a) by making payment to the Trustee of the applicable Option Price and accrued interest in accordance with Article XIII of the Indenture of Trust.

Pursuant to Section 3.4(c) of the Facilities Sub Lease Agreement the closing date shall be on or before March 15, 2013.

Sincerely,

Nancy Tia Brown
Mayor

City of Cody
Agenda Request Form

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

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

****

Name of person to appear before the Council Keith Twigg

Organization Represented Harvest Church

Date you wish to appear before the Council 01/15/12

Mailing Address 2329 Wallace St Cody, WY Telephone 272-8870

E-Mail Address keith.twigg@harvestweb.net

Preferred form of contact: Telephone _____ E-Mail X

Names of all individuals who will speak on this topic Keith Twigg
possibly Pat Jackson

Event Title (if applicable) _____

Date(s) of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Parking agreements for new facility on Stampede Ave.

Which City employee(s) have you spoken to about this issue? Scott King
Todd Stowell

Signature [signature] Date 01/02/12

Revised 3/2007

MEETING DATE: FEBRUARY 5, 2013
DEPARTMENT: CITY PLANNER
PREPARED BY: TODD STOWELL
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT
Approve the form of a parking covenant for the Harvest Church to utilize off-site parking.

ACTION TO BE TAKEN:
Approve the content of a covenant for the Harvest Church to utilize in obtaining off-site parking for their proposed location at 1601 Stampede Avenue.

SUMMARY OF INFORMATION:
The Harvest Church is planning to move to 1601 Stampede Avenue (former video store and office space). The facility does not have sufficient off-street parking to meet City requirements, so the Harvest Church is attempting to obtain parking agreements with neighboring businesses to fulfill the parking requirements of the City code. The existing facility has 32 parking spaces, and the church will require approximately 100 spaces.

The parking ordinance allows off-site parking to be utilized, subject to meeting specific requirements found in Section 9-4-6. The primary requirement of such is that *"there shall have been recorded in the office of the county recorder, prior to the issuance of any building permit, a covenant executed by the owners of such property for the benefit of the city, in a form approved by the city council, to the effect that the owners will continue to maintain such parking space so long as such structure or improvement exists."*

The covenant is presented to the city council, so that they may approve the form thereof. Once the form is approved, the applicant will need to obtain the signatures of neighboring business owners and record the signed covenants with the county before the building permit is issued for the church. If covenants are not obtained in sufficient number to satisfy the number of spaces required by the parking ordinance, either the seating capacity must be reduced, or the church could request a variance to the number of spaces required.

The Harvest Church intends to enter into agreements with TCT (13+ parking spaces), Comprehensive Dental (19 spaces), GDA Engineering (up to 10 spaces), and the Eastgate Shopping Center (likely 50+ spaces available).

Only off-street parking spaces from businesses that are not in conflict with the hours of operation of the church will be considered.

AGENDA ITEM NO. _____

FISCAL IMPACT
No measureable financial impacts to the City are anticipated.

ATTACHMENTS
Draft covenant (Note: An updated version may be provided before Tuesday's Council meeting.)

ALTERNATIVES
Approve, deny, or modify the content of the covenant.

AGENDA & SUMMARY REPORT TO:
Keith Twigg, Pastor
Marc Thompson, Atty.

AGENDA ITEM NO. _____

LONG-TERM PARKING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2013, by _____ of Cody, Wyoming hereafter called GRANTOR, and Harvest Church, Park County, L3C, a Wyoming limited liability company, hereafter called GRANTEE;

W I T N E S S E T H:

GRANTEE, Harvest Church, is renting a portion of the real property located at 1601 Stampede Avenue in Cody, Wyoming and may be in need of additional off-site parking spaces to satisfy the City of Cody's regulations and requirements.

WHEREFORE, FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration, in hand paid to GRANTOR by GRANTEE, the receipt of which is hereby acknowledged, GRANTOR does hereby grant, bargain, sell and convey to GRANTEE, its successors and assigns, an Agreement to allow congregation members, staff, visitors, invitees, guests, agents, and others affiliated with GRANTEE to park motor vehicles across and over GRANTOR's real property located in the City of Cody, Park County, Wyoming, and more particularly described as follows:

PHYSICAL ADDRESS OF GRANTOR'S PROPERTY:_____

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY:

_____

_____

_____

Said parking right of the GRANTEE and its designated affiliates, is limited to existing parking areas established on GRANTOR's property and shall be limited primarily to evenings after 6:00 p.m. and Sundays. GRANTEE agrees not to interfere with GRANTOR's business interests during its regular business hours of operations.

This AGREEMENT is intended to be a long-term agreement and shall be for five (5) years unless terminated earlier by GRANTOR or GRANTEE. However, without termination, the Agreement will automatically renew for an additional five (5) year term. This Agreement contains the entire agreement of the parties and there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents, and GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the GRANTEE, or its agents and employees, except as are set forth herein.

GRANTEE further covenants and agrees that it shall repair any damage which may be caused by the exercise of the rights of ingress and egress for parking purposes granted herein or by any wrongful or negligent act of omission of its agents or employees in the course of their employment.

This AGREEMENT shall be revocable in writing, at the sole discretion of the GRANTOR or GRANTOR's successors or assigns.

DATED this _____ day of _____, 2013.

GRANTOR:

_____

STATE OF WYOMING)
) ss.
COUNTY OF PARK)

The above and foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____.

WITNESS my hand and official seal.

_____
Notary Public

My Commission expires:

BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF CODY

1. **Parties.** The parties to this Grant Agreement are the State of Wyoming, by and through the Wyoming Business Council ("WBC"), whose address is 214 West 15th Street, Cheyenne, Wyoming 82002 and the City of Cody, a political subdivision of the State of Wyoming ("Grantee"), whose address is P.O. Box 2200, Cody, WY 82414.

2. **Purpose of Grant Agreement.** The WBC shall provide Business Ready Community Grant and Loan Program ("BRC") Business Committed funds to Grantee in the amount set forth in Section 4, and Grantee shall undertake and complete materials, projects and/or services (collectively, the "Project") described in Attachments A, B and C attached hereto. Performance by Grantee of the requirements of this Grant Agreement and compliance with all BRC program rules and regulations is a condition to Grantee's receipt of monies hereunder.

3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence upon the date the last signature is affixed hereto. All construction services shall be completed by October 31, 2013, unless an extension is approved by WBC. This grant agreement shall terminate on June 30, 2017, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the BRC program. The total payment to Grantee under this Grant Agreement shall not exceed two million five hundred thirty-one thousand four hundred twenty-four dollars ($2,531,424) ("Grant"). Payment will be made following Grantee's delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC. Payment shall be made from WBC's BRC budget pursuant to the schedule shown on Attachment B hereto. No payment shall be made for any services performed in connection with the Project prior to the date upon which the last required signature is affixed to this Grant Agreement.

5. **Responsibilities of Grantee Regarding the Project.** The Project to be undertaken is described in Attachment A and C which are attached and made a part of this Grant Agreement.

6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning BRC program requirements, rules and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

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7. **Special Provisions.**

A. Budget Transfer Limitation. Grantee agrees it will not exceed any of the line item totals listed in Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

B. Default and Remedies. In the event Grantee or any subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the BRC program rules and regulations, then WBC shall have the right to exercise all remedies provided by law or in equity, including without limitation:

(i) Immediately terminating this Grant Agreement without further liability or obligation of WBC;

(ii) Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

(iii) Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

(iv) Advising Grantee to suspend disbursement of funds for the deficient activity;

(v) Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

(vi) Changing the method of payment to Grantee; and/or

(vii) Reducing, withdrawing, or adjusting the amount of the Grant.

C. Extension of Construction. WBC may, at its discretion, without a written amendment to this Grant Agreement, extend the construction services date if Grantee provides written justification for the extension and that the completion of construction services will not exceed six (6) months from the construction services date established herein. A construction services date extension of six (6) months or less will not change the termination date established herein. All other extensions shall be done by written amendment to this Grant Agreement.

D. Monitor Activities. The WBC shall have the right to monitor all Project related activities of the grantee. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe personnel in every phase of performance of the Project.

E. No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

F. Non-Supplanting Certification. Grantee hereby affirms that BRC grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose.

G. Publicity. Any publicity given to the Project or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee, shall identify the Business Ready Community Grant and Loan Program as the funding program.

H. Reporting. Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a progress report. Each progress report shall set forth, in narrative form, the Project work accomplished under the Grant during the quarter or any other information requested by WBC. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement upon completion of construction services.

I. Retention of Records. Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Grant Agreement or the BRC program rules and regulations for ten (10) years following WBC's date of notice to Grantee of closeout of the Grant, provided all audit requirements have been fulfilled.

8. General Provisions

A. Amendments. Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.

B. Americans with Disabilities Act. The Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.

C. Applicable Law/Venue. The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.

D. Assignment. Certain duties and responsibilities of the Grantee may be delegated to Forward Cody Wyoming, Inc., whose address is P.O. Box 9009, Cody, WY 82414, pursuant to the Memorandum of Understanding shown in Attachment C. Those duties include, but are not limited to construction and property management of the Project funded by this Grant. Neither

party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC. Any assignment to Forward Cody Wyoming, Inc. as permitted by the preceding sentence will not relieve Grantee of its responsibility to perform or cause to be performed all duties under this Grant.

E. Assumption of Risk. The Grantee shall assume the risk of any loss of state funding, due to the Grantee's failure to comply with state requirements. The WBC shall notify the Grantee of any state determination of noncompliance.

F. Audit/Access to Records. The WBC and any of its representatives shall have access to any books, documents, papers, and records of the Grantee that are pertinent to this Grant Agreement.

G. Availability of Funds. Each payment obligation of the WBC is conditioned upon the availability of government funds that are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Grantee, the Grant may be terminated by the WBC at the end of the period for which the funds are available. The WBC shall notify the Grantee at the earliest possible time of the services that will or may be affected by a shortage of funds. No penalty shall accrue to the WBC in the event this provision is exercised, and the WBC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the WBC to terminate this Grant Agreement to acquire similar services from another party.

H. Award of Related Grant Agreements. The WBC may undertake or award supplemental or successor grant agreements for work related to this Grant Agreement. The Grantee shall cooperate fully with other grantees and the WBC in all such cases.

I. Compliance with Laws. The Grantee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Grant Agreement.

J. Entirety of Grant Agreement. This Grant Agreement consisting of eight (8) pages, Attachment A, consisting of two (2) pages, and Attachment B, consisting of one (1) page, and Attachment C, consisting of fifteen (15) pages, represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

K. Extensions. Nothing in this Grant Agreement shall be interpreted or deemed to create an expectation that this Grant Agreement will be extended beyond the term described herein. This Grant Agreement may be renewed by agreement of both parties in writing, provided that there is no right or expectation of renewal or extension beyond the Term, and any renewal or extension will be determined at the discretion of WBC and subject to any necessary WBC

approval. Any agreement to extend this Grant Agreement shall include, but shall not be limited to: an unambiguous identification of the Grant Agreement being extended; the term of the extension; a statement that all terms and conditions of the original Grant Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Grant Agreement; and, if the duties of either party will be different during the extension than they were under the original Grant Agreement, a detailed description of those duties.

L. Indemnification. The Grantee shall indemnify, defend, and hold harmless the State, the WBC, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of Grantee's failure to perform any of Grantee's duties and obligations hereunder or in connection with the negligent performance of Grantee's duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of Grantee's malpractice.

M. Independent Contractor. Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes, which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

N. Kickbacks. The Grantee certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. If the Grantee breaches or violates this warranty, the WBC may, at its discretion, terminate this Grant Agreement without liability to the WBC, or deduct from the Grant Agreement or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

O. Notices. All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

P. Ownership of Documents/Work Product/Materials. All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

Q. Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and the Wyoming

State Auditor shall not draw warrants for payment on this Grant Agreement, until this Grant Agreement has been reduced to writing and approved as to form by the Office of the Attorney General.

R. Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of this Grant Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

S. Sovereign Immunity. The State of Wyoming and WBC do not waive sovereign immunity by entering into this Agreement and the Grantee does not waive governmental immunity, and each 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. 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 sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

U. Termination of Grant Agreement. This Grant Agreement may be terminated, without cause, by either party upon thirty (30) days written notice. The WBC may terminate this Grant Agreement immediately for cause if the Grantee fails to perform in accordance with the terms and conditions of this Grant Agreement. Should the Grantee fail to perform in a manner consistent with the terms and conditions set forth in this Grant Agreement, payment under this Grant Agreement may be withheld until such time as the Grantee performs its duties and responsibilities.

V. 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 Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between the parties to this Grant Agreement, and shall inure solely to the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

W. Time is of the Essence. Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

X. Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

Y. Unused/Misused Funds. The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any payments used for purposes not authorized, or performed outside this Grant Agreement, 2) any payments for services the Grantee is unable to provide, 3) any payments for services the Grantee did not provide but was required to provide under the terms of this Grant Agreement.

Z. Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

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9. **Signatures.** By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

WYOMING BUSINESS COUNCIL

_____ _____
Robert K. Jensen, Chief Executive Officer Date

_____ _____
Molly Spangler, Director Date
Investment Ready Communities

CITY OF CODY

SIGN HE

_____ _____
Nancy Tia Brown, Mayor Date
City of Cody

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

S. Jane Caton #96788 1-25-13
S. Jane Caton Date
Senior Assistant Attorney General

ATTACHMENT A TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF CODY

Grantee will receive the sum of $2,531,424 of the Business Ready Community (BRC) program funds. Grantee will, in turn, use the funds to construct a 23,725 square foot warehouse facility to be attached to the existing Cody Laboratories facility on the south side of the west end. The Cody Laboratories facility is located at 610 Yellowstone Avenue. The new structure will have a distinct separation from the existing structure. The two structures will be connected via a twelve foot wide corridor and all utilities with being separate from each facility.

Forward Cody Wyoming Inc. (Forward Cody), a local community development organization, will own the new warehouse facility and the 1.66 acres that will be transferred to Forward Cody from Cody LCI Realty, LLC. Cody Laboratories will make lease payments to Forward Cody. Forward Cody will be responsible for the operation and maintenance of the structure.

This project will enable Cody Laboratories to expand the manufacturing capacity within the current facility by relocating all warehousing activities to the proposed structure. Cody Laboratories will create 45 new positions at a median wage of $18.75 per hour, for a total workforce of 128 employees over three years. The company will also invest an additional $5,000,000 to increase production capacity. Employment and wage creation data will be provided by the Grantee to the WBC.

Revenue recaptured for this project will come from the lease of the warehousing space that will be constructed through this project. The annual lease income is projected to be $108,000 per year, less $5,000 per year for maintenance and repairs. The thirty year recapture will be $3,438,000.

Proposed Revenue Recapture Allocation:

- 50% Operations and Maintenance;
- 25% Revolving Loan Fund
- 10% Special Studies Pool
- 10% Special Community Projects
- 5% Property Management

The project is more particularly described in the BRC application received by the WBC on December 15, 2011, and the Development Agreement made December 20, 2012, by and between the City of Cody, Forward Cody Wyoming, Inc. and Cody Laboratories, Inc.

Grantee will be required to provide information as requested by the State of Wyoming, by and through the WBC, about lease arrangements, job creation, revenue recapture, additional investments, marketing, business recruitment, and business development efforts.

As part of the consideration for funding the construction of the Cody Laboratories Warehouse Facility, Grantee shall file a security interest in the Cody Laboratories Warehouse Facility for $2,531,424. Said security interest shall be filed prior to any and all other security interests and liens on the Cody Laboratories Warehouse Facility, except that grantee may, in its discretion, subordinate its security interest to any private parties financing the construction of the building. Forward Cody Wyoming, Inc. shall assist in any way necessary and shall in no way object to the filing of said security interest. Grantee shall provide a copy of the security interest to the WBC. Grantee shall exercise the security interest in the event that Forward Cody Wyoming, Inc, ceases to use the building for the purpose of the grant from the WBC, becomes insolvent, or in any way jeopardizes its ownership interest in the Cody Laboratories Warehouse Facility. Grantee shall release its security interest after twenty (20) years or upon the WBC's finding that Forward Cody Wyoming, Inc. is a stable entity that will continue to provide community enhancement to the City of Cody.

ATTACHMENT B TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM
GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF CODY

Projected Grant Expenditure Schedule for Cody - Cody Labs			
DESCRIPTION	**BRC**	**MATCH**	**TOTAL**
		In-kind (Cody LCI Realty, LLC)	
Land Acquisition		$380,000	**$380,000**
Non Construction Costs	$176,906		**$176,906**
Construction Costs	$2,354,518		**$2,354,518**
Total Project Cost	**$2,531,424**	**$380,000**	**$2,911,424**

For the above Projected Grant Expenditure Schedule "Non Construction Costs" include: appraisal, architectural, engineering, and project inspection fees; "Construction Costs" include: site work, materials, labor, utilities, and contingencies.

Before funds can be drawn down, the Grantee must provide the WBC with a copy of the:

- executed Warranty Deed between Cody LCI Realty, LLC and Forward;
- signed lease agreement between Forward Cody and Cody Laboratories; and
- documentation that Grantee file security interest in the Cody Laboratories Warehouse Facility for $2,531,424

This grant is incrementally funded as costs are incurred according to the above Projected Grant Expenditure Schedule. The WBC will release funds only after payment vouchers or invoices approved by the Grantee are submitted to the WBC. After receipt of cash requests and billing documentation, the WBC will pay the amounts of invoices at one hundred percent (100%). Verification of all in-kind contributions must be submitted to the WBC.

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the BRC Program and the actual costs of the completed Project.

If there is additional funding for the project, the Grantee must provide the WBC with all necessary information regarding the funding.

ATTACHMENT C TO
BUSINESS READY COMMUNITY GRANT AND LOAN PROGRAM GRANT AGREEMENT BETWEEN THE WYOMING BUSINESS COUNCIL AND THE CITY OF CODY

PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

THIS AGREEMENT (this "Agreement") is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming (**"City of Cody"**), **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation (**"Forward Cody"**), Cody LCI Realty, LLC, a Wyoming limited liability company (**"Cody LCI"**), and Cody Laboratories, Inc., a Wyoming corporation (**"Cody Labs"**).

RECITALS

(A) The **City of Cody** will apply for a Wyoming Business Ready Communities-Business Committed Grant from the Wyoming Business Council ("WBC") in the amount of Two Million Five Hundred Thirty-One Thousand Four Hundred Twenty-Four Dollars ($2,531,424.00) (the **"Grant"**) and will distribute the money from that Grant to Forward Cody, pursuant to the terms of that Grant according to state law, to allow Forward Cody to acquire appropriate real property, provide infrastructure improvements, and construct a building on property in Cody, Park County, Wyoming (the **"Property"**).

(B) Cody Laboratories, Inc. (**"Cody Labs"**) is the business committed with respect to the above-described grant; and,

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

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

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

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

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

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

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

1. PROJECT DESCRIPTION:

The project involves the construction of a building of approximately twenty four thousand (24,000) square feet (the "**Project**") and leasing of the **Project** to **Cody LCI**, as well as the subletting of the Project to **Cody Labs** by **Cody LCI.** The design and development of the **Project** and the construction thereof will be funded by the Grant. The terms and requirements of the **Grant** agreement are, by this reference, incorporated herein.

2. OBLIGATIONS OF FORWARD CODY:

2.A. **Forward Cody**, at its sole cost and expense, shall be responsible for all phases of grant management and administration of the **Project**, including, without limitation, construction of the **Project**. In this capacity, **Forward Cody** shall, among other things necessary to manage and construct the **Project**:

2.A (i). With the prior written agreement of the **City of Cody, and Cody LCI,** choose a qualified architectural and engineering firm (the "**Architect**") to develop plans and specification for the construction of the Project in accordance with Section 2.F. below. **Forward Cody** shall also obtain all necessary zoning, subdivision, land development and building permits and approvals necessary to develop the **Project** (collectively, the "Development Approvals"). The Architect shall be retained pursuant to a written agreement with **Forward Cody**, which written agreement shall be subject to the prior written consent of the **City of Cody** and **Cody LCI.**

2.A (ii) Contract with a party chosen with the prior written agreement of the **City of Cody, and Cody LCI** to provide the necessary infrastructural improvements and construction of the **Project** in accordance with the Final Plans (as hereinafter defined) and the Final Budget (as hereinafter defined). Any contract for the construction of the Project shall be subject to the prior written consent of **Cody LCI** and shall provide that the contractor(s) shall provide payment and performance bonds acceptable to **Cody LCI**. **Forward Cody** shall achieve Substantial Completion of the **Project** (as hereinafter defined) on or about eighteen (18) months from the date on which the State of Wyoming and the City of Cody execute the **Grant** agreement (the "Completion Date"). The **Project** shall be deemed to be substantially completed ("Substantially Completed" or "Substantial Completion") on the day when all of the following have occurred (a) the **Project** has been completed in accordance with the Final Plans and all applicable laws, rules and regulations, except for minor "punchlist" items, the completion or repair of which will not interfere with **Cody LCI's**

and/or **Cody Labs'** use and occupancy of the **Project** under, and in accordance with, the Lease Agreement (as hereinafter defined); (b) the **Project** is available for **Cody LCI** and/or **Cody Labs** to utilize for its intended purpose without material interference with **Cody LCI's** and/or **Cody Labs'** business activities by reason of completion of **Forward Cody's** work, including (without limitation), by reason of completion of "punch list" items; (c) **Forward Cody** shall have obtained and delivered to **Cody LCI** and **Cody Labs** a copy of a final certificate of occupancy relating to the **Project** issued by the **City of Cody**, which certificate of occupancy shall be of the type customarily issued by the municipality in which the **Project** is located and which is adequate to permit **Cody LCI** and/or **Cody Labs** to legally occupy the Project for its intended purposes (the "Certificate of Occupancy"); and (d) **Forward Cody** and **Cody LCI** shall have completed a joint inspection of the **Project** and have (i) confirmed in writing that the **Project** has been completed in accordance with the Final Plans, except for minor "punchlist" items, and (ii) compiled a written list of minor "punchlist" items that do not interfere with **Cody LCI's** and/or **Cody Labs'** business activities (the "Punchlist Items"). **Forward Cody** shall complete all Punchlist Items no later than sixty (60) days after the date of Substantial Completion.

2.A (iii). Account for and oversee the expenditure of **Grant** funds in accordance with the terms of the **Grant** and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the **Project**, and shall not hire, contract with, bind itself or otherwise commit grant money for construction or development of the Project until it has consulted with **City of Cody** staff to ensure compliance with state advertising and bidding requirements.

2.A (iv). Keep appropriate and complete records of transactions relative to the **Grant**.

2.A (v) Convey to the **City of Cody** a mortgage for the **Grant** term which ensures performance of the terms of the **Grant**, and upon expiration of the **Grant** term, **Forward Cody** shall seek the release of the mortgage by the **City of Cody** pursuant to which mortgage shall be released upon expiration of the **Grant** term subject to the conditions described in Section 3.A(vi) and W.S. §15-1-112(b).

2.A (vi). Keep the **City of Cody** and **Cody LCI** informed of all matters regarding the **Project** and give regular reports to the **City of Cody** and **Cody LCI** about the Project. Such reports shall be given as often as the **City of Cody** and **Cody LCI** request and, at the option of the **City of Cody** and **Cody LCI**, may be verbal or written.

2.A (vii). Complete all reporting requirements for the **Grant** including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the **City of Cody.**

2.A(viii). Enter into a twenty-five (25) year Lease Agreement with **Cody LCI** in a form substantially as set forth on Exhibit "A" hereto, for the continued operation and maintenance of these assets, said lease to charge a basic rental amount of approximately Four Dollars and Fifty Cents ($4.50) per square foot per year, and to provide that **Cody LCI** has the option to purchase these assets in accordance with the terms of said lease (the "**Lease Agreement**"). Lease Agreement payments will be utilized to cover any ownership costs of the facility which are not otherwise paid by **Cody LCI** or **Cody Labs**. Any additional monies shall be used in accordance with the Revenue Recapture Plan attached herein as Exhibit "C".

2.A(ix). **Forward Cody** or any contractors retained thereby shall immediately repair any damage to the property owned by **Cody LCI** and located adjacent to the Land that is caused by Forward Cody or its agents, employees, contractors, materialmen, suppliers or other agents or representatives, including, without limitation, any damage to the parking lots, driveways and drive aisles on such property caused by construction or other oversized vehicles used in constructing the **Project**. This obligation shall survive any termination of this Agreement.

2.A.(x) Upon completion of the **Grant**, participate in the public hearing and provide evidence and testimony regarding satisfaction of the **Grant** terms and the economic benefits and economic development impacts provided to the community by **Cody Labs**.

2.B. With respect to the construction costs for the Project, **Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.

2.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the grant requirements undertaken by the **City of Cody.**

2.D. The **City of Cody** may terminate this agreement for reasonable cause or for any breach of this agreement by **Forward Cody** or **Cody LCI** that continue beyond any applicable notice and cure periods as provided in Section 5 below. **Forward Cody's** services shall be deemed to start after all parties have signed this agreement. If

Forward Cody breaches this agreement or is for some reason unable to serve as the community development organization, the City of Cody shall either designate another community development organization or shall assume administration of this agreement directly.

2.E. Forward Cody may not terminate this agreement before the successful completion of this Agreement. Following such completion, Forward Cody may terminate this agreement at any time upon giving the City of Cody sixty (60) days prior notice.

2.F. Following execution of this Agreement and award of the Grant, Forward Cody shall cause the Architect to prepare preliminary plans and specifications for the construction of the Project (the "Preliminary Plans") in accordance with the specifications and criteria set forth on Exhibit "D" attached hereto (the "General Specifications"), together with a budget showing that the Project will be completed in accordance with such Preliminary Plans at a cost not to exceed the amount of the Grant (the "Budget"). Upon completion of Preliminary Plans and the Budget, Forward Cody and Cody LCI shall agree upon the same within thirty (30) days from delivery thereof by Forward Cody to Cody LCI. If Forward Cody and Cody LCI are unable to agree on the same within such thirty (30) day period, then Cody LCI may terminate this Agreement. Cody LCI shall pay any fees owed to the Architect for the work done in preparing the preliminary plans and specifications and any attorney's fees incurred by Forward Cody for work done in preparing this Project Development Agreement and the Lease Agreement, and the parties shall have no further rights or obligations hereunder except for those that survive the termination of this Agreement. Once Cody LCI has approved the preliminary construction drawings and specifications (the "Final Plans") and the budget (the "Final Budget") for the Project, Forward Cody shall be responsible for constructing the Project in accordance with the Final Plans and the Final Budget.

3. OBLIGATIONS OF THE CITY OF CODY:

3.A. The City of Cody shall:

3.A(i). Apply for the Grant on or before December 1, 2011;

3.A(ii). Notify WBC that Forward Cody is the designated community development organization with respect to the administration of the Grant.

3.A(iii). Forward any and all documentation received from WBC or others regarding this project to Forward Cody in a timely manner.

3.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the City of Cody by Forward Cody. Forward Cody recognizes that the submittal and payment process may take up to sixty (60) days, and will include a

statement in all contracts with each architect, engineer, contractor and others who will be paid by grant funds (collectively "payees") that informs the payees that payment for invoices may be delayed by at least sixty (60) days.

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

3.A(vi) Upon completion of the five (5) year term of the **Grant**, **Forward Cody** shall apply for the release of the **City of Cody's** mortgage interest, and the **City of Cody** and **Forward Cody** shall hold the public hearing required pursuant to W.S §15-1-112 for release of the **City of Cody's** mortgage interest in the **Property** to **Forward Cody** or its affiliate with the termination of the public interest therein via release of the mortgage securing the **Grant**.

Notice of the public hearing shall include the appraised value of the **Property** (said appraisal and the publication cost for said hearing to be paid by **Cody LCI**) and notice of the proposed mortgage release, and shall be published in the Cody Enterprise at least once each week for three (3) consecutive weeks. The public hearing shall provide a forum in which the **City of Cody** may determine that the sale of the **Property** will benefit the economic development of the Cody community.

Following any determination of such economic development benefit during such hearing and the release of the mortgage securing the **Grant**, **Forward Cody** or its affiliate shall be the sole title-holder of the **Property**.

4. **OBLIGATIONS OF CODY LCI AND CODY LABS:**

4.A. **Cody LCI** (and **Cody Labs**, with regard to Section 4.A(ii) below) shall:

4.A(i). Pursue timely and efficient communications with **Forward Cody** regarding the planning, design and implementation of the **Project**.

4.A(ii). Sublease the Project to **Cody Labs**, and **Cody Labs** shall create within three (3) years after June 30, 2011 no less than 45 full time positions at an average of the sustainable family wage rate of $14.37 per hour. It is acknowledged and agreed by the **City of Cody** and **Forward Cody** that since June 30, 2011, **Cody Labs** has created twenty-three (23) full time positions at an average of the sustainable family wage rate of $14.37 per hour, and thus within three (3) years after June 30, 2011 **Cody Labs** must only create an additional twenty-two (22) such full time positions.

4.A(iii) After the date of June 30, 2011, make an additional capital investment in Cody LCI's existing facilities in the amount of Five Million One Hundred Seventy Million Dollars ($5,170,000.00)

pursuant to the **Grant** application, and provide evidence of such investment to the **City of Cody** or **Forward Cody** upon expiration of the **Grant** term.

4.A(iv). Upon receipt of the Development Approvals, contribute the real estate described on Exhibit "B" (the "**Land**") to **Forward Cody** to carry out the Project.

4.A(v). Be responsible for any cost associated with **Project** changes that are completed at the written request of **Cody LCI** (a "**Change**") that exceed the amount of the Grant. No Change shall be performed, and no cost associated with **Project** in excess of the Grant (collectively, "**Excess Costs**") shall be incurred or allowed, without the prior written authorization, in each instance, of Lannett Company, Inc. ("**Lannett**"), a member of **Cody LCI**, executed by Arthur Bedrosian, Chief Executive Officer of **Lannett**, or other duly authorized officer of **Lannett**. Notwithstanding anything to the contrary contained herein, only **Lannett**, shall have the authority to authorize any Change and/or the incurring of Excess Costs on behalf of the **Cody LCI**. Any Change and/or Excess Costs that are not authorized, in writing, by a duly authorized officer of **Lannett** on behalf of the **Cody LCI** shall be *void ab initio* and of no force or effect. **Forward Cody** shall not be entitled to any compensation on account of any Change and/or any Excess Costs that are not authorized in writing by a duly authorized officer of **Lannett** on behalf of **Cody LCI**, even if the work relating to such Change and/or such Excess Costs is performed by **Forward Cody**.

4.A(vi). Enter into a Lease Agreement with **Forward Cody** in a form substantially as set forth on Exhibit "A" hereto.

4.A(vii). Provide in a timely fashion, all necessary job and wage information to **Forward Cody**, required for the submission of reports to the Wyoming Business Council. **Project** reporting will be required during the term of the Lease Agreement.

5. BREACH AND REMEDIES:

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting parties may take steps reasonably necessary to enforce their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, upon mutual agreement of the parties, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in

any court having jurisdiction thereof. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination or any cause of action shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

6. REPRESENTATIVES/NOTICES

The City of Cody designates Nancy Tia Brown as their "Representative," Cody LCI designates Arthur Bedrosian as its "Representative," Cody Laboratories, Inc. designates Ric Asherman as its "Representative," and Forward Cody designates James Klessens as its "Representative." All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

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

To City of Cody
Scott E. Kolpitcke, City Attorney
P.O. Box 839
Powell, WY 82435

To City of Cody
Jennifer Rosencrance, City Administrator
P.O. Box 2200
Cody, WY 82414

To Cody LCI Realty, LLC
Arthur Bedrosian
Lannett Company, Inc.
9000 State Road
Philadelphia, PA 19136

Cody Laboratories, Inc.
Richard Asherman
601 Yellowstone Avenue
Cody, WY 82414

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

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

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail.

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and the City Administrator of the City of Cody do not have authority to sign without an affirmative vote of the City's Governing Body.

7. REPRESENTATIONS AND WARRANTIES OF CODY LCI. Cody LCI represents and warrants that:

7.A. Corporate Status. Cody LCI is a limited liability company duly organized, validly existing, and in good standing under the laws of Wyoming.

7.B. Corporate Power. Cody LCI has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by Cody LCI. This Agreement is a valid and binding obligation of Cody LCI, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).

7.C. Nonbreach of Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not, conflict with the certificate of organization, operating agreement, or other organizational or governing documents of Cody LCI, or any mortgage or lien to which Cody LCI is a party or is subject or by which Cody LCI or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which Cody LCI is a party or is subject or by which Cody LCI or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by Cody LCI of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

7.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Cody LCI** pending or, to the knowledge of **Cody LCI** threatened before any court or by or before any governmental instrumentality, which could have a material adverse affect on the ability of **Cody LCI** to perform its obligations under this Agreement.

7.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Cody LCI** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Cody LCI** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.

7.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Cody LCI** has the full authority to sign on behalf of and bind **Cody LCI** to this Agreement.

8. REPRESENTATIONS AND WARRANTIES RELATING TO THE LAND.

Forward Cody represents and warrants that:

8.A. **Intentionally omitted.**

8.B. **Hazardous Materials.** To the best of **Forward Cody's** knowledge: (i) no Hazardous Waste (as defined herein), has been used, generated, released, stored or disposed of on the Land, or sub-soil thereof, other than fertilizers and pesticides used in connection with normal landscape activities; (ii) no tanks have been located on or below the surface of the Land, (iii) the Land is not subject to any federal, state or local "Superfund" lien, proceeding, claim, liability or action, for the cleanup, removal or remediation of any such Hazardous Waste used, generated, released, stored or disposed of on the Land. For purposes of this Agreement, **"Hazardous Waste"** means those wastes which are defined in the Wyoming Environmental Quality Act in Section 35-11-103(d)(vii).

8.C. **Other Interests.** Neither **Cody LCI** nor any other owner of the property referenced in Paragraph 4.A(iii) above have any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Land or any portion thereof, except for the option of **Cody LCI** to purchase the Land and the improvements thereon as provided in the Lease Agreement.

8.D. **No Leases or Contracts.** Other than the Lease Agreement and the sublease by **Cody LCI** to **Cody Labs**, there are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the possession of the Land or any portion thereof which are obligations which will affect the Land or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements (whether

oral or written) affecting or relating to the Land which are obligations which will affect the Land or any portion thereof.

8.E. Existing Land Use Restrictions and Permits. To the best of Forward Cody's knowledge, the Land is currently zoned to permit the operation of a storage facility such as that contemplated for operation on the Project premises.

9. NECESSARY ACTS AND FURTHER ASSURANCES.

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

10. BENEFICIARIES:

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended beneficiaries of this Agreement.

11. NO WAIVER OF IMMUNITIES:

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the City of Cody under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

12. AVAILABILITY OF FUNDS:

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Each party shall notify the other party at the earliest possible time, if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section. Notwithstanding the foregoing, in the event Cody LCI agrees to pay Excess Costs in accordance with Section 4.A(iv) above sufficient to complete the Project, then neither Forward Cody nor the City of Cody shall have the right to terminate this Agreement pursuant to this Section 12.

13. COMPLIANCE WITH LAWS:

Forward Cody and Cody LCI shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and

shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

14. INDEMNITY:

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

15. CONTRACTUAL MATTERS

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

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

15.A(ii). Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Forward Cody relative to the construction of the Project, shall identify the City of Cody and WBC as the sponsoring agencies.

15.B. Local Public Hearing and Approval. The Parties acknowledge that the application for grant funding by WBC requires the City of Cody as applicant to solicit citizen input through a published public hearing before submission of an application, and a resolution passed by the City of Cody. In the event the City of Cody does not pass a resolution supporting the application by the City of Cody to WBC for grant funds for the Project, the City of Cody shall have the right to declare this Agreement null and void and of no further force or effect.

15.C. Audit. The City of Cody and any of its representatives shall have access to any books, documents, papers, and records of Forward Cody which are pertinent to

this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.

15.D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

15.E. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

15.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

15.G **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building, whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, arid materials of any kind related to the construction of the Building shall be considered all times to be the property of **Forward Cody** unless **Cody LCI** pays the Architect as provided in Section 2F, in which event the plans and specifications prepared by the Architect shall be considered the property of **Cody LCI**. Nothing in this Agreement shall be construed to prevent or deny the **City of Cody** or **Forward Cody**, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents.

15 H. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.

15.I. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.

15.J. **Successors and Assigns.** Neither **Forward Cody** nor **Cody LCI** shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement (other than as set forth in Section Nineteen of the Lease Agreement referenced herein) without the prior written consent of the **City of Cody.** Neither **Cody LCI** nor any other owner of the property referenced in Paragraph 4.A(iii) above shall use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute a consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody.**

15.K. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.

15.L. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.

15.M. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be construed as a waiver by such party of this right to do so for any such subsequent default or violation.

15.N. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

15.0. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the

extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

15.P. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective 12/20, 2012.

CITY OF CODY, WYOMING

By: _____

Title: CEO/PRESIDENT

FORWARD CODY WYOMING, INC.

By: _____

Title: MAYOR

CODY LABRATORIES, INC.

By: _____

Title: CEO

CODY LCI REALTY, LLC

By: _____

By: MANAGING PARTNER

MEETING DATE: FEBRUARY 5, 2013
DEPARTMENT: COMMUNITY DEVELOPMENT
PREPARED BY: JOLENE OSBORNE/TODD S.
CITY ADM. APPROVAL: _____
PRESENTED BY: TODD STOWELL

AGENDA ITEM SUMMARY REPORT
Ordinance 2013–03 and Ordinance 2013-04
Off-Street Parking

ACTION TO BE TAKEN

Hold a public hearing and approve Ordinance 2013-03 and Ordinance 2013-04 on first reading.

SUMMARY

At the January 22, 2013 meeting, the Planning, Zoning, and Adjustment Board (Board) made recommendations to modify the City's off-street parking regulations.

One recommendation, which is addressed in Ordinance 2013-03, is to repeal the existing off-street parking regulations, as found in Section 9-4 of Cody City Code, in its entirety. Section 9-4 is within the Building Regulations section of the code. Both staff and the Board agreed that the off- street parking regulations are more appropriately located within the zoning ordinance, and therefore, propose new off-street parking regulations to be located in a new chapter of Title 10 (zoning ordinance).

There are significant differences between the current off-street parking regulations and those proposed. The more significant additions and changes include:

- Expansion of the "parking exempt" area to include the entire downtown architectural district. (Expands the exempt area from ½ block each side of Sheridan Avenue, from 10th to 16th to approximately 1½ blocks each side of Sheridan Avenue, from 8th Street to 16th Street—see attached map.)
- Creation of an upper threshold for the amount of parking exempt in the downtown area—100 spaces per use.
- A clear procedure for submittal and review of parking plans.
- Review procedures for joint parking facilities, parking for multiple or mixed uses, and off-site parking.
- Several parking lot design and construction standards, including a requirement for asphalt or concrete parking lots for properties within 140 feet of the state highway entry corridors. See Section 10-20-080. This section is a compilation of "best practices" for parking lot design and construction, with the exception of landscaping requirements, which are not included in the ordinance at this time.
- Authority is granted to the city engineer to require access management techniques for entrance/exit locations, widths, and designs.

AGENDA ITEM NO. _____

- An updated and expanded list of parking ratios, typically based on type of use and building size, is provided. (Note: Extensive research was conducted to determine proper estimation of parking demand and corresponding parking supply requirements. We compared standards from Billings, Cheyenne, Jackson, Lander, Laramie, Riverton, Casper, and a few comparable out-of-state cities, as well as the most current statistical information provided in the Parking Generation Report of the Institute of Transportation Engineers (ITE). Many of the proposed parking ratios are directly from the ITE report, which appear to result in an adequate, and not excessive, number of parking spaces.) The option for submitting a parking study specific to the proposed use is also provided.
- The addition of dimensional standards for parking spaces and driveways, outlined with charts and drawings. (Note: We ended up closely following the Jackson, WY parking space and aisle sizes. The stall width matches that used by Public Works for on-street angled parking.)
- Standards for loading spaces/docks.
- Variances to the parking requirements would be considered under the special exemption process of 10-14-2, by the Planning and Zoning Board, which involves neighbor notice and a public hearing. City Council would not be involved in the review or variance process for off-street parking unless the Planning and Zoning Board action is appealed.

Staff supports the proposed ordinances and can provide additional detail if needed.

FISCAL IMPACT

No measureable financial impacts to the City are anticipated.

ALTERNATIVES

After holding the public hearing, approve the first reading or table the recommended amendments.

ATTACHMENT

Ordinance 2013-03 and Ordinance 2013-04
Downtown Architectural District Map

AGENDA ITEM NO. _____

ORDINANCE NO. 2013-04

AN ORDINANCE AMENDING TITLE 10 OF THE CITY OF CODY CODE, BY ADDING A CHAPTER 20, "OFF STREET PARKING"

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 10-20 of the City of Cody Code is hereby established to provide as follows:

Section 10-20__OFF STREET PARKING

10-20-010 Intent

This chapter is intended to regulate the design, construction, use, and maintenance of public and private off-street parking facilities, so as to provide for the parking needs in the community in an efficient, coordinated, and safe manner.

10-20-020 Applicability

The requirements of this chapter apply to all off-street parking within the city, whether required or voluntarily provided, except as follows.

Within the downtown parking district, the use of buildings and land shall be exempt from providing up to one-hundred (100) off-street parking spaces otherwise required by this chapter. Uses in the downtown parking district that exceed this 100-space threshold shall provide off-street parking in the amount required in excess of 100 spaces.

All construction requirements of this chapter, including dimensional standards, surfacing, and drainage control remain applicable to off-street parking constructed in the downtown parking district after adoption of this ordinance.

The downtown parking district includes all land within the downtown architectural district described in Section 9-2-2 of the city of Cody code.

10-20-030 Parking Facilities Required

Off-street parking facilities shall be provided in accordance with this chapter for any building or use hereafter established, enlarged, increased in capacity, replaced, or reconstructed as follows:

A) For new buildings and uses, off-street parking facilities shall be provided as required by this chapter based on the proposed use and capacity of the building.
B) Any building or use that is hereafter enlarged, or increased in capacity through physical expansion or conversion of an area to a use with an increased parking demand (e.g. conversion of storage to commercial floor space, addition of dwelling units, utilization of vacant land for business purposes), shall provide parking as required for the increase in area or capacity.
C) Any building or use that is replaced or reconstructed in an amount greater than 75% of the area or assessed value of the building, within any five-year time period, shall provide parking for the entire building in accordance with this requirements of this chapter for new buildings and uses.

10-20-040 Plan Review

A) Plan Submittal:
Before the granting of a development or building permit for any building or use requiring parking pursuant to this chapter, the applicant shall present satisfactory plans to the community development department showing how all parking and loading facilities will be provided as required by this chapter. A determination that the parking plan meets the requirements of this title and other city ordinances shall be obtained before issuance of a building permit for the project. If site plan review by the planning, zoning and

adjustment board (planning and zoning board) is required, this determination is to be made by the planning and zoning board in conjunction with the site plan review. For projects not requiring planning and zoning board site plan review, administrative approval of the parking plan by the city engineer and city planner, or their designee, is sufficient; provided no variance or special exemption to the parking standards is requested.

Parking facilities that are to be reconstructed or reconfigured independent of any building permit or other development approval shall be subject to the dimensional and construction standards of this chapter unless the planning and zoning board determines that physical conditions prevent otherwise. New parking facilities independent of any other development approval shall likewise require plan review. Plans for reconstructed, reconfigured or new parking facilities shall be submitted for review as described in the previous paragraph.

B) Plan contents: The parking plan shall be drawn to a standard dimensional scale and show all parking facilities, adjacent streets, driveway locations and widths, surfacing material(s), and as applicable, internal traffic circulation, ADA parking and loading details, proposed drainage, parking lot lighting locations and fixture details, entrance gates, fencing or screening methods, wheel stops/curbing, loading docks/bays, and other features proposed or necessary to address site-specific health and safety issues.

C) Plan compliance: Parking improvements are to be installed and completed as shown on the approved plans prior to occupancy of the building, structure or use served by the parking facilities; provided, a performance bond in the amount of 110% of the remaining value of construction may be accepted to postpone installation of pavement or concrete work for up to one hundred fifty (150) days when cold weather precludes such work.

10-20-050 Location and Zoning Requirements.

Except as specified in 10-20-070, required off-street parking facilities shall be on the same property as the building or use they serve, and the zoning of the parking facilities shall either be in the same zoning district, a zoning district that also permits the use served, or a zone that permits public parking facilities. (e.g. parking for a commercial use is not permitted in areas zoned residential, parking for multi-family development is not permitted in areas zoned single-family residential, parking for an industrial use is not permitted in an area zoned residential or neighborhood commercial, etc...)

10-20-060 Joint Parking Facilities, Multiple or Mixed Uses.

In the case of joint parking facilities that will serve multiple or mixed uses, the number of off-street parking spaces required shall be the sum of the requirements for the individual uses computed separately, unless the planning and zoning board authorizes otherwise based on reliable data, such as a parking demand study prepared by a qualified parking consultant or engineer that justifies a reduced number. Site-specific characteristics, such as offset peak parking times/days, are to be considered when determining whether a reduction in the number of spaces is justified for joint parking facilities.

10-20-070 Off-Site parking

The planning and zoning board may authorize parking facilities located on neighboring private property to qualify as required off-street parking under the following conditions:

A) The parking spaces are not required for another building, structure or use, unless joint parking is allowed pursuant to 10-20-060;
B) The nearest point of the parking lot is within the following distances, as measured along the pedestrian's path of travel, from the building served:
    a. One hundred (100) feet for accessory apartments, single-family dwellings, and two-family dwellings;

b. Two hundred (200) feet for multiple-family dwellings, hotels, motels, and lodging facilities;
c. Three hundred (300) feet for hospitals, medical offices, homes for the aged, and clubs/fraternal orders; and,
d. Five hundred (500) feet for uses not otherwise specified above.

C) A long-term agreement for the off-site parking, in a form and with conditions acceptable to the city attorney and planning and zoning board, is entered into between the affected property owner(s) and recorded in the office of the county recorder. An agreement shall be required regardless of whether the neighboring property is owned by a different or same property owner as the use requiring the parking. The agreement may be included in a deed, lease, covenants, conditions and restrictions (CC&Rs), or contract.

D) If the off-site parking is no longer available, section 10-20-120 is applicable.

10-20-080 Parking Lot Design and Construction Standards

Off-street parking facilities shall be designed and constructed to the following standards:

A) The parking facilities must have adequate ingress, egress, and internal circulation and shall provide the number of off-street spaces required under Section 10-20-090.

B) All off-street parking spaces must be entirely outside of the street right-of-way.

C) As required by the International Building Code, handicap (ADA) parking space(s), loading areas, and travel ways from the ADA space to the building, shall be provided in accordance with adopted ADA standards. Required ADA parking spaces count towards the number of spaces required by Section 10-20-090.

D) Entrances/Exits: The city engineer has the authority to specify the locations, widths, and designs of all approaches to and from all city streets. The parking lot designer and city engineer shall consider and apply appropriate access management techniques consistent with professional engineering practices, such as those found in the *Access Management Manual*, (2003, Transportation Research Board), to preserve street capacity, minimize safety issues, and minimize future costs to the city. The access management requirements of the city engineer shall be incorporated in the parking lot/access design; provided, any appeal to such requirements from the applicant may be presented to the planning, zoning, and adjustment board for a ruling. For access to state highways, access management techniques shall be determined through consultation and permitting with WYDOT prior to City approval of the parking plan. (see also *WYDOT Access Manual*, 2005 or current edition)

E) Parking areas for civic, commercial, and industrial uses that will be utilized outside of daylight hours shall be provided with illumination. All parking lot lighting shall be designed and installed such that illumination will be directed away from any neighboring residential properties and shall be directed downward by utilizing full cut off or fully shielded fixtures.

F) Parking spaces and aisles shall have a vertical clearance of at least seven (7) feet.

G) Tandem Configuration: Single-family residential (attached or detached), two-family residential (duplex), and family daycare home uses may utilize a tandem (one vehicle directly behind the other) parking configuration and have both spaces count toward the required number, so long as both tandem spaces are designated to serve the same dwelling unit. Tandem parking space configuration shall not be permitted for off-street parking required of any other type of use.

H) Parking lots containing five or more required spaces shall be designed and constructed to the following minimum standards:

1. Surfacing. Parking spaces, drives, and aisles shall be constructed of either concrete, asphalt concrete pavement, recycled asphalt, asphalt millings, or compacted gravel meeting WYDOT “Grading GR” or “Grading W” specifications; provided, parking lots located immediately adjacent and contiguous and within one hundred forty (140) feet from US Highway 14/16/20, US Highway 14 Alternate or State Highway 120, shall be paved with concrete or asphalt concrete pavement. Base material in a depth suitable for the traffic anticipated to utilize the facility, including emergency vehicles, shall also be provided. ADA spaces must be concrete or asphalt concrete pavement.
2. Entrance. Commercial development, industrial/light-industrial development, and multi-family developments that are accessed directly from a state highway or street classified as an arterial or collector shall have a paved entrance/exit extending from

the curb cut (face of curb) to a point at least fifty (50) feet from the public street, measured along the direction of travel.

3. Back Out Prohibited. Off-street parking for commercial, industrial, civic, and multiple-family development shall be designed so as to make it unnecessary for a vehicle to back out into a public street. Backing into alleys is acceptable.
4. Hard-surfaced parking areas shall use paint, curbing, or similar improvements to delineate car stalls. Painted parking lot stripes and directional markings must be white or yellow.
5. Parking areas of gravel or similar material shall use wheel stops/parking stops or 6" by 6" treated wood timbers to delineate car stalls, and signage as necessary for the direction of traffic.
6. Where pedestrian walks are used in parking lots for the use of foot traffic only, they shall be curbed, or raised six inches above the lot surface.
7. Wheel stops or parking blocks shall be provided next to sidewalks and pedestrian aisles when necessary to prevent vehicle overhang from reducing the sidewalk or pedestrian aisle to less than four (4) feet in width. When determining possible encroachment into the sidewalk or pedestrian aisle, an overhang of 2.0 feet is to be assumed for 90-degree parking, 1.7 feet for 60-degree parking, 1.6 feet for 45-degree parking, and 1.0 feet for 30-degree parking.
8. Primary access gates located next to an arterial or collector street shall be set back sufficiently from the public street to allow an appropriate design vehicle to completely pull off the street before having to stop to open or close the gate.
9. Parking lots that slope down to adjoining properties or streets, that have a drop-off grade separation greater than four feet in elevation difference and slope greater than 3:1 shall provide a curb, curb stop, wall, sturdy railing or other installation which will prevent a slow-moving or driverless car from escaping such areas.
10. Parking areas situated within twenty (20) feet of a neighboring residence shall have a visual screen, such as landscaping and/or fencing, as necessary to prevent headlight glare disturbance to the occupants of the neighboring residence.
11. When off-street parking is provided to the rear of a building, and a driveway or lane alongside the building provides access to the rear parking area, such driveway shall be a minimum of twelve (12) feet wide and a minimum four-foot wide sidewalk must be installed adjoining the building. The sidewalk is to be curbed or raised six inches above the driveway surface.
12. Dead-end one-way parking aisles shall not be permitted. Additional back-up area or turnaround area shall be provided at the end of two-way dead-end parking aisles.

10-20-090 Number of Spaces Required

The minimum number of parking spaces required for a use shall be according to Table 1, unless the planning and zoning board authorizes otherwise based on reliable data, such as parking data from a highly comparable facility or a parking demand study prepared by a qualified parking consultant or engineer, which justifies use of a different parking ratio.

Calculations based on the following figures that result in a fraction of one-half (½) or greater are to be rounded up, and fractional results of less than one-half (½) may be rounded down. Area per square foot (sq. ft.) refers to square foot of gross floor area, unless noted otherwise.

Table 1. Minimum number of parking spaces.

CATEGORY:	**MINIMUM SPACES REQUIRED:**
RESIDENTIAL AND LODGING:	
Accessory Apartments, Guest Houses, and Bed and Breakfast Inns.	1.4 spaces for a 1-bedroom unit 2 spaces per 2-bedroom unit 2.25 spaces for a 3+ bedroom unit (In addition to the spaces for the main dwelling.)
Congregate Care Facility	0.5 spaces per dwelling unit

Hotels, Motels, and other Lodging Facilities not otherwise listed.	1.1 spaces per rentable room or sleeping unit, plus 1 space per hotel/motel vehicle (e.g. shuttle), and 0.75 spaces per employee on the maximum shift. Parking for any conference/banquet room is to be calculated separately at a ratio of one space per 150 sq. ft. Any full-service restaurant is to be calculated as a restaurant.
Multiple-Family Dwellings (3 or more units in same building).	1.4 spaces per 1-bedroom unit 2 spaces per 2-bedroom unit 2.25 spaces per 3+ bedroom unit
Residential Care Facility/Assisted Living	0.5 spaces per bed, plus 1 per day-shift employee
Single-Family Attached (e.g. townhouse), Single-Family Detached, and Two-Family Dwellings.	2 spaces per dwelling unit
CIVIC AND PUBLIC ASSEMBLY:	
Hospitals	4.9 spaces per bed
Public Assembly, including, but not limited to, Auditoriums, Churches, and Theaters.	Fixed Seats: 0.3 spaces per seat Without Fixed seats: 11.3 spaces per 1,000 sq. ft. of gross floor area, or 1 space per 45 sq. ft. of all assembly area(s) occupied concurrently, whichever is less.
Schools: (The planning and zoning board may authorize public schools to count available on-street parking towards the following requirements.)	Elementary Schools: 0.2 spaces per student Middle Schools: 0.2 spaces per student High Schools: 0.5 spaces per student
COMMERCIAL/OFFICE/SERVICE:	
Auto Parts Sales	1 space per 200 sq. ft.
Banks, Credit Unions, Financial Institutions	1 space per 300 sq. ft.
Bar or Lounge, with or without eating facilities.	17.3 spaces per 1,000 sq. ft.; or 0.3 spaces per fixed seat where seating is fixed. Indoor and outdoor seating areas are counted.
Convenience Store, without gas pumps.	5.7 spaces per 1,000 sq. ft.
Daycare Center	3.5 spaces per 1,000 sq. ft.; or 0.2 spaces per child, whichever is less.
Discount Store, freestanding.	1 space per 200 sq. ft.
Drugstore/Pharmacy	5.4 spaces per 1,000 sq. ft.
Furniture, Carpet, Tile, Home Furnishing Showrooms/Stores.	2.3 spaces per 1,000 sq. ft.
Gas Station	With convenience store: 0.75 spaces per fueling position, in addition to fueling spaces. Without Convenience Store or Service Station: 1 per on-site employee.
Laundromat	0.5 spaces per washing machine, plus 1 per

	employee.
Medical and Dental Offices	1 space per 250 sq. ft.
Office Supply Store	1.2 spaces per 1,000 sq. ft.
Professional Offices, General.	4 spaces per 1,000 sq. ft.
Restaurant, Fast Food	With Drive-thru: 15.2 spaces per 1,000 sq. ft., or 0.6 spaces per fixed seat where seating is fixed. Without Drive-thru: 12.7 spaces per 1,000 sq. ft. Indoor and outdoor seating areas are counted.
Restaurant, Sit Down	14.3 spaces per 1,000 sq. ft.; or 0.5 spaces per fixed seat where seating is fixed. Indoor and outdoor seating areas are counted.
Retail Establishments; including Appliance, Clothing, Hardware, Housewares, Specialty Items, Sporting Goods, and other retail establishments not otherwise listed.	1 space per 300 sq. ft.
Shopping Centers:	4.1 spaces per 1,000 sq. ft. for <30,000 sq. ft. of gross leasable area. 4.7 spaces per 1,000 sq. ft. for 30,000+ sq. ft. of gross leasable area.
Supermarkets, up to 5,000 sq. ft. in size.	3.33 spaces per 1,000 sq. ft.
Supermarkets, larger than 5,000 sq. ft.	5.8 spaces per 1,000 sq. ft.
Vehicle Repair and Maintenance Services.	4 spaces per service bay, except vehicle repair/maintenance accessory to vehicle sales is 3 spaces per service bay.
Vehicle Sales (New or Used)	1 space per 300 sq. ft. of office and indoor sales area.
<u>INDUSTRIAL:</u>	
Light Industry, General (not manufacturing).	1.1 spaces per 1,000 sq. ft.
Manufacturing	1.3 spaces per 1,000 sq. ft.
Warehousing	1 space per 2,000 sq. ft. for warehouses. Mini-storage/self-storage has no parking required.

10-20-100 Dimensional Standards for Off-Street Parking

A) Parking Stall Dimensions: A standard angled or perpendicular parking space on a paved or concrete surface shall measure a minimum of nine (9) feet in width by twenty (20) feet in length. A standard angled or perpendicular parking space on a gravel or similar surface shall measure a minimum of ten (10) feet in width by twenty (20) feet in length. The minimum length may be reduced to eighteen (18) feet when an additional space of two (2) feet is provided for the front overhang of vehicles (e.g. overhanging a curb, sidewalk, wheel stop, landscaped area or combination thereof). Any front overhang of a vehicle may not reduce the clear width of an adjacent sidewalk or ADA accessible route to less than four (4) feet in width. The minimum dimensions for an off-street parallel parking space shall be nine (9) feet wide by twenty-two (22) feet long.

Parking lots serving a high-turnover of short duration users, such as convenience stores, grocery stores, and hardware stores should consider use of 10-foot wide stalls.

Covered parking stalls (i.e. carports) are to exclude the width of any support poles/columns from the parking stall width, and all support poles/columns must be at least two (2) feet from the back of the stall.

B) Standards for parking rows and aisles: Parking lot rows and aisles shall meet the following minimum dimensional requirements, as set forth in Table 2 and Figure 1.

Table 2: Parking Lot Aisle Width.

Parking Angle:	Minimum Aisle Width:
90-deg.	24’
60-deg.	18’ (one-way) 24’ (two-way)
45-deg.	13’ (one-way) 24’ (two-way)
30-deg.	12’ (one-way) 24’ (two-way)

Figure 1. Parking Stall Dimensions.

(Located at end of ordinance.)

10-20-110 Off-Street Loading Facilities

Outside of the downtown parking district, buildings or structures that regularly receive or distribute material or merchandise by truck shall provide and maintain off-street loading spaces or docks in sufficient size and number to fill the needs of the use. The loading facilities shall be designed to the following standards when located outside of the downtown parking district.

A) The minimum number shall be according to the following tables:

1. Loading Spaces/Docks for Commercial and Industrial Buildings:

Number of Loading Spaces/Docks	**Gross Floor Area of Building in Square Feet**
1	Up to 20,000
2	20,001 to 50,000
3	50,001 to 100,000
One additional berth is required for each 50,000 sq. ft. in excess of 100,000 square feet.	

2. Loading Spaces/Docks for Office Buildings, Hotels, Hospitals, and Other Institutional Uses:

Number of Loading Spaces/Docks	**Gross Floor Area of Building in Square Feet**
1	Up to 20,000
2	20,001 to 50,000
3	50,001 to 100,000
One additional berth is required for each 50,000 sq. ft. in excess of 100,000 square feet.	

B) Setback from residential zone. Loading spaces or docks serving new development must be located at least fifty (50) feet from any residential zoning district.

C) No part of a truck or van using the loading space or dock may project into a public street or fire lane.

D) Forward motion. New loading facilities must be designed so that vehicles enter and exit the site in a forward motion. The planning and zoning board may waive this requirement when the adjacent public street has minimal traffic and there is an alternative route around the vehicle maneuvering area.

10-20-120 Maintenance of Required parking.

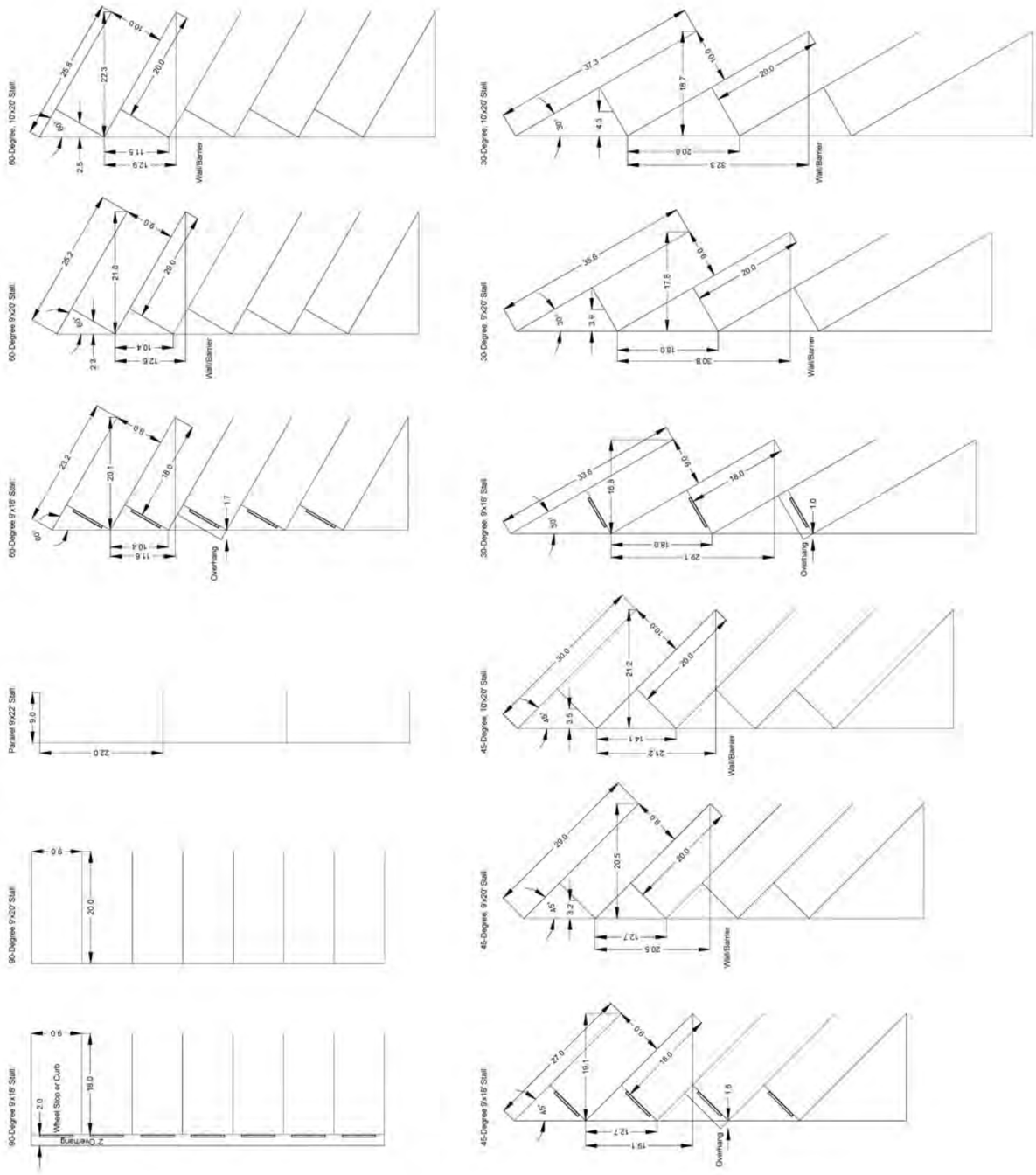
Off-street parking facilities required by this chapter shall be maintained so long as the building, structure or use for which they are provided exists, unless an equivalent number of substitute parking spaces is approved by the City, provided, and thereafter maintained as specified by this chapter.

In the event any off-street parking facilities required in connection with any building, structure or use are at any time not maintained for automobile parking purposes to the extent required, the planning, zoning and adjustment board shall direct the building official to revoke and cancel the certificate of occupancy for such building, structure or use after holding a hearing upon at least ten (10) days' written notice of the time, place and purpose of the hearing having been mailed to the owner or other person occupying the same as shown on the records of the city clerk; provided, that if it appears that the failure to maintain such required parking was reasonably beyond the control of the person required to maintain the same, no certificate of occupancy shall be revoked until such person shall have had ninety (90) days to reestablish the minimum required parking. In the event any certificate of occupancy is revoked, the premises covered thereby shall not be occupied or used for any purpose until a new certificate of occupancy has been issued.

10-20-130 Variances

Variances to the requirements of this chapter are to be considered under the Special Exemption process of Section 10-14-2, Special Exemptions.

FIGURE 1: Parking Stall Dimensions



This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____, 2013
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2013-03

AN ORDINANCE REPEALING SECTION 9-4 OF THE CITY OF CODY MUNICIPAL CODE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 9-4 IS REPEALED in its entirety, and this section shall be reserved for future use by the Governing Body.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____, 2013
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

CITY OF CODY DOWNTOWN ARCHITECTURAL DISTRICT

MEETING DATE: FEBRUARY 5, 2013

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

AT&T Contract for Tower at the Rec Center

ACTION TO BE TAKEN:

Determine if the current lease contract should continue or if one of the options proposed by AT&T for a new contract be accepted.

SUMMARY OF INFORMATION:

In 2003 the City of Cody entered into a rooftop lease agreement with AT&T for their radio communications tower. The lease provides for an initial monthly lease payment of $650 per month with an annual increase of 3% each April. The term of the lease was for an initial 5 years with the option for AT&T to renew the lease for five additional 5-year terms. The lease automatically renews unless AT&T notifies the City of its intent to cancel at least 60 days prior to the expiration of the original term or any renewal term.

AT&T contacted the City in November 2012 notifying the City that they want to modify the lease and they proposed several options:

Option 1 - $650 per month lease payment beginning March 1, 2013 and guaranteed for 84 months with a 7.5% rent increase every five years beginning March 1, 2018.

Option 2 – $750 per month lease payment beginning March 1, 2013 and guaranteed for 48 months with a 7.5% rent increase every five years beginning March 1, 2018.

Another option was offered was a lease buyout in consideration for a lump sum payment of $75,000, however based on the terms staff does not feel this option is a viable consideration.

AT&T also proposed some language changes to the lease pertaining to the sale of the property and rental stream offer (see attached). This language was forwarded to Scott for his review and he did not feel it was acceptable and should not be included in any new lease agreement.

FISCAL IMPACT

The City is currently receiving $848.10 per month on the lease and over the life of the lease the expected revenue would be $379,611. Attached is a comparison of the proposed options and the financial impact.

AGENDA ITEM NO. _____

If the City chooses Option 1 the revenue over the life of the loan would be $116,597 less than the current lease. If the City chooses Option 2 the revenue over the life of the loan would be $89,759 less than the current lease.

ALTERNATIVES

The Council may choose to continue with the current lease or accept either Option 1 or Option 2 for the payment modification. If the City continues with the current lease AT&T could exercise its option to cancel under the terms. After reviewing all the information in the proposals and comparing it to the current lease it is staff's recommendation that the proposals be rejected and the City continue with the current lease.

ATTACHMENTS

1. Current lease agreement
2. Letters from AT&T with modification proposals
3. Financial impact analysis

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

Lease Analysis	Current Lease	Proposed Lease Option 1	Proposed Lease Option 2	Proposed Lease Buy Out
Guaranteed Value*	$ 89,418.26	$ 144,340.16	$ 124,570.16	$ 164,418.26
Future Value	$290,193.65	$ 118,674.52	$ 165,281.43	$ -
	$379,611.90	$ 263,014.68	$ 289,851.59	$ 164,418.26

*includes amount already paid since lease inception

Fiscal Year Impact	Current Lease	Proposed Lease Option 1	Proposed Lease Option 2	Proposed Lease Buy Out
FY03-04 through FY11-12	$ 81,785.34	$ 81,785.34	$ 81,785.34	$ 81,785.34
FY12-13	$ 10,253.56	$ 8,734.82	$ 9,034.82	$ 82,632.92
FY13-14	$ 10,561.17	$ 7,800.00	$ 9,000.00	$ -
FY14-15	$ 10,931.99	$ 7,800.00	$ 9,000.00	$ -
FY15-16	$ 11,421.90	$ 7,800.00	$ 9,000.00	$ -
FY16-17	$ 11,764.56	$ 7,800.00	$ 9,000.00	$ -
FY17-18	$ 12,117.50	$ 7,946.25	$ 9,168.75	$ -
FY18-19	$ 12,481.02	$ 8,385.00	$ 9,675.00	$ -
FY19-20	$ 12,855.45	$ 8,385.00	$ 9,675.00	$ -
FY20-21	$ 13,241.11	$ 8,385.00	$ 9,675.00	$ -
FY21-22	$ 13,706.03	$ 8,385.00	$ 9,675.00	$ -
FY22-23	$ 14,320.27	$ 8,542.22	$ 9,856.41	$ -
FY23-24	$ 14,749.87	$ 9,013.89	$ 10,400.63	$ -
FY24-25	$ 15,192.37	$ 9,013.92	$ 10,400.64	$ -
FY25-26	$ 15,648.14	$ 9,013.92	$ 10,400.64	$ -
FY27-28	$ 16,117.59	$ 9,013.92	$ 10,400.64	$ -
FY28-29	$ 16,601.11	$ 9,182.93	$ 10,595.65	$ -
FY29-30	$ 17,099.15	$ 9,689.97	$ 11,180.68	$ -
FY30-31	$ 17,612.12	$ 9,690.00	$ 11,180.64	$ -
FY31-32	$ 18,140.48	$ 9,690.00	$ 11,180.64	$ -
FY32-33	$ 18,684.70	$ 9,690.00	$ 11,180.64	$ -
FY33-34	$ 14,326.48	$ 7,267.50	$ 8,385.48	$ -
	$379,611.90	$ 263,014.68	$ 289,851.59	$ 164,418.26

AT&T Lease Optimization Program, c/o Md7
10590 West Ocean Air Drive, Suite 300
San Diego, CA 92130

November 13, 2012

City of Cody
1338 Rumsey Avenue
CODY, MT 82414

RE: Site: ZAL - WY01_CODYDT, located at 1402 HEART MOUNTAIN RAOD, CODY, WY 82414

Dear Landlord,

AT&T is actively reviewing its portfolio of sites to determine ways to make its network more efficient and economical. Several factors will go into this review including coverage objectives, technology changes, design of our network, and the cost of operating the site (i.e., rent, taxes, and utilities).

We are in a very competitive space and we need to ensure that our costs are in line with that reality. AT&T is reviewing its cell site portfolio to identify those locations that are in excess of the market for that real estate. AT&T must significantly reduce expenses without sacrificing the quality of its service.

As a part of this review, AT&T has implemented an optional Lease Optimization Program that will offer you the opportunity to strengthen your strategic relationship with AT&T as well as providing you the opportunity to secure your cell site rent income.

Depending on your level of participation, AT&T will propose rent guarantees that will provide security and stability for your cell site income. To help you understand this process, AT&T has authorized Md7, a wireless lease management and services company, to implement AT&T's Lease Optimization Program.

At this time, we request that you contact Md7 directly at the numbers listed below to discuss suggested changes to the Lease Agreement for the cellular antenna equipment on your property. Please provide your Reference ID and Site ID to the contact below.

AT&T appreciates its association with you and looks forward to continuing this strategic relationship.

Sincerely,

Gregory D. Ohmer

Gregory D. Ohmer
Area Manager Real Estate Transaction
AT&T Mobility

PLEASE CONTACT: David Crowe
TOLL FREE: 1-888-553-6599 EXT: 7887

REFERENCE ID: 134399 FA #: 10139354
PLEASE PROVIDE YOUR REFERENCE ID AND SITE ID WHEN CALLING.

December 4, 2012

City of Cody
1338 Rumsey Avenue ATTN: Rick Manchester
CODY, MT 82414

Re: Communications Facility located at 1402 HEART MOUNTAIN RAOD, CODY, WY 82414

Contract #: 134399 FA#: 10139354

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Eliminating Risk and Increasing Value

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Criteria for Cellular Site Retention/Rent Guarantee Period

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **$650.00** per month, commencing **March 1, 2013**
- **7.5 %** rent increase every 5 years, commencing **March 1, 2018**

AT&T will modify its termination rights under the lease to guarantee your rental income in the amount of **$55,770.00** for the next **84** months.

Current Amount of Guaranteed Rent (with terms of the current lease, Section 8d):
$ 0.00

Or

Md7 will provide a one-time lump sum payment of **$75,000**. In return, you will grant a perpetual easement on your property and assign the lease rights and rental income under your lease with AT&T to Md7 or an affiliate of Md7. It is important for you to know that the **$75,000** pre-payment does not change the ownership or control of the rest of your property in any manner.

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

- Sale of Property/ Rental Stream Offer

I. Sale of Property. If Landlord, at any time during the Term of the Agreement, decides to sell, subdivide or rezone any of the Premises (or any interest therein), all or any part of the Property or Surrounding Property (or any interest therein), to a purchaser other than Tenant, and Landlord receives a bona fide written offer from a third party or proposes an offer to a third party or receives a modified written offer from a third party, Landlord shall immediately furnish Tenant with a copy of such offer. Tenant shall have the right within ninety (90) days after it receives such offer to agree in writing to match the terms and conditions of the same ("Sale of Property Offer"). Such writing shall be in the form of a contract substantially similar to the offer received or offered by Landlord. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell the property pursuant to the Sale of Property Offer received or proffered by it. Landlord acknowledges and agrees that such sale, subdivision or rezoning shall be made subject to this Agreement and Tenant's rights hereunder. Landlord agrees that it shall promptly notify Tenant in writing of such sale, subdivision or rezoning.

II. Rental Stream Offer. If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

III. If Landlord attempts to transfer ownership to a third party in accordance with (I) or (II) without fully complying with the terms and conditions of (I) or (II) hereinabove, such a transfer shall be void and of no further force or effect. Landlord agrees to indemnify Tenant for any and all claims associated with such a purported transfer.

(a) During the term of this Agreement, any sale or transfer of the Property, by operation of law or otherwise, will be subject to the Agreement and Tenant's rights thereunder. Any sale or transfer of real property which is now or may in the future be subdivided or otherwise separate from the Property and over which Tenant has the right of access or utility connections to the Premises will be subject to such rights. Landlord will notify Tenant of any sale or transfer, and will cause the transferee to execute any document(s) reasonably required by Tenant to memorialize Tenant's rights under the Agreement, and to ensure proper notice and payment of rent to such transferee. Each party agrees upon written request of the other to promptly execute such truthful estoppels, non-disturbance and/or attornment agreements as may be necessary in the event of any sale or transfer of the Property.

(b) Exclusive of a sale or transfer subject to subsection (a) above, during the term of this Agreement, Landlord will not assign, and will not bargain for or accept any offer to assign, any of its rights under the Agreement, including the right to receive rent, from any third party not affiliated with Tenant, without the prior written consent of Tenant, which may be withheld in Tenant's commercially reasonable discretion. Tenant agrees upon the request of Landlord to review any bona fide offer received by Landlord of the nature described in this subsection and, if desirable in Tenant's commercially reasonable judgment, to (i) match the terms of such offer, or (ii) bargain in good faith with Landlord for the purchase in fee of the Property or Premises, or the conversion of the Premises and any appurtenant easements or rights-of-way associated with the Premises to a perpetual easement, or other such arrangement as may be valid under the real property laws of the state where the Premises is located and which the parties may agree is equitable and desirable.

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. Your concurrence in this proposal by execution of this letter in the space provided below will obligate AT&T/ Md7 and Lessor to proceed in good faith toward that end. Except for this obligation, this letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to bargain and negotiate, working toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to December 11, 2012. Thank you for your consideration.

Sincerely,

David Crowe
Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o (858) 799-7887

f (858) 630-4281
dcrowe@md7.com

Authorized Agent for AT&T Mobility

cc: Gregory D. Ohmer
Area Manager Real Estate Transaction, AT&T Mobility
at&t

December 5, 2012

City of Cody
1338 Rumsey Avenue ATTN: Rick Manchester
CODY, MT 82414

Re: Communications Facility located at 1402 HEART MOUNTAIN RAOD, CODY, WY 82414

Contract #: 134399 FA#: 10139354

Dear Landlord,

As you are aware, AT&T Mobility ("AT&T") has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site's value to the network.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

Eliminating Risk and Increasing Value

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

Criteria for Cellular Site Retention/Rent Guarantee Period

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **$750.00** per month, commencing **March 1, 2013**
- **7.5 %** rent increase every 5 years, commencing **March 1, 2018**

AT&T will modify its termination rights under the lease to guarantee your rental income in the amount of **$36,000.00** for the next **48** months.

Current Amount of Guaranteed Rent (with terms of the current lease, Section 8d):
$ 0.00

In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:

- Sale of Property/ Rental Stream Offer

I. Sale of Property. If Landlord, at any time during the Term of the Agreement, decides to sell, subdivide or rezone any of the Premises (or any interest therein), all or any part of the Property or Surrounding Property (or any interest therein), to a purchaser other than Tenant, and Landlord receives a bona fide written offer from a third party or proposes an offer to a third party or receives a modified written offer from a third party, Landlord shall immediately furnish Tenant with a copy of such offer. Tenant shall have the right within ninety (90) days after it receives such offer to agree in writing to match the terms and conditions of the same ("Sale of Property Offer"). Such writing shall be in the form of a contract substantially similar to the offer received or offered by Landlord. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell the property pursuant to the Sale of Property Offer received or proffered by it. Landlord acknowledges and agrees that such sale, subdivision or rezoning shall be made subject to this Agreement and Tenant's rights hereunder. Landlord agrees that it shall promptly notify Tenant in writing of such sale, subdivision or rezoning.

II. Rental Stream Offer. If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

III. If Landlord attempts to transfer ownership to a third party in accordance with (I) or (II) without fully complying with the terms and conditions of (I) or (II) hereinabove, such a transfer shall be void and of no further force or effect. Landlord agrees to indemnify Tenant for any and all claims associated with such a purported transfer.

(a) During the term of this Agreement, any sale or transfer of the Property, by operation of law or otherwise, will be subject to the Agreement and Tenant's rights thereunder. Any sale or transfer of real property which is now or may in the future be subdivided or otherwise separate from the Property and over which Tenant has the right of access or utility connections to the Premises will be subject to such rights. Landlord will

notify Tenant of any sale or transfer, and will cause the transferee to execute any document(s) reasonably required by Tenant to memorialize Tenant's rights under the Agreement, and to ensure proper notice and payment of rent to such transferee. Each party agrees upon written request of the other to promptly execute such truthful estoppels, non-disturbance and/or attornment agreements as may be necessary in the event of any sale or transfer of the Property.

(b) Exclusive of a sale or transfer subject to subsection (a) above, during the term of this Agreement, Landlord will not assign, and will not bargain for or accept any offer to assign, any of its rights under the Agreement, including the right to receive rent, from any third party not affiliated with Tenant, without the prior written consent of Tenant, which may be withheld in Tenant's commercially reasonable discretion. Tenant agrees upon the request of Landlord to review any bona fide offer received by Landlord of the nature described in this subsection and, if desirable in Tenant's commercially reasonable judgment, to (i) match the terms of such offer, or (ii) bargain in good faith with Landlord for the purchase in fee of the Property or Premises, or the conversion of the Premises and any appurtenant easements or rights-of-way associated with the Premises to a perpetual easement, or other such arrangement as may be valid under the real property laws of the state where the Premises is located and which the parties may agree is equitable and desirable.

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. Your concurrence in this proposal by execution of this letter in the space provided below will obligate AT&T/ Md7 and Lessor to proceed in good faith toward that end. Except for this obligation, this letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to bargain and negotiate, working toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, please contact me prior to January 15, 2013. Thank you for your consideration.

Sincerely,

David Crowe
Md7 | Lease Consultant
10590 West Ocean Air Dr.
San Diego, CA 92130
o (858) 799-7887
f (858) 630-4281
dcrowe@md7.com

Authorized Agent for AT&T Mobility
cc: Gregory D. Ohmer
Area Manager Real Estate Transaction, AT&T Mobility

Site Name: Cody DT
Market: Wyoming 1

Rooftop Lease Agreement

THIS ROOFTOP LEASE AGREEMENT (this "Lease") is effective this 1st day of April, 2003 (the "Effective Date"), between the CITY OF CODY, a Wyoming Municipality, ("Landlord"), and WWC Holding Co., Inc., a Delaware corporation ("Tenant").

1. Premises. Subject to the following terms and conditions, Landlord leases to Tenant certain space on the roof of, and adjacent to, the recreation building (the "Building") located on the real property (the "Property") described in the attached Exhibit A. The location and orientation of Tenant's space on the roof and in the area adjacent to the Building, together with all necessary easements for access and utilities, is described and depicted in attached Exhibit B and B-1 (collectively referred to hereinafter as the "Premises").

The Premises, located at 1402 Heart Mountain Street, Cody, WY 82414 comprise 360 square feet of ground space and 60 square feet of rooftop space.

2. Term. The initial term of this Lease shall be five years, commencing on April 1, 2003 ("the Commencement Date"), and terminating at Midnight on the last day of the initial term.

3. Permitted Use. The Premises may be used by Tenant for, among other things, the transmission and reception of radio communication signals and for the installation, maintenance or repair and, subject to the requirements of Sec. 7(a) hereof, replacement of related facilities, towers, antennas, equipment and related activities. Tenant shall obtain, at Tenant's expense, all licenses and permits required for Tenant's use of the Premises from all applicable government and/or regulatory entities (the "Governmental Approvals") and may (prior to or after the Commencement Date) obtain a title report, perform surveys, soils tests, and other engineering procedures on, under and over the Property, necessary to determine that Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations and Governmental Approvals. Landlord agrees to reasonably cooperate with Tenant (at no cost to Landlord) to perform such procedures or obtain Governmental Approvals. If necessary, Tenant has the right to immediately terminate this Lease if Tenant notifies Landlord of unacceptable results of any title report, Governmental Approvals, environmental survey or soils tests prior to Tenant's installation of the Antenna Facilities on the Premises. Tenant agrees to reasonably cooperate with Landlord's requests for copies of documents or other information that Tenant obtains relating to the Property and Tenant's use of the Premises.

4. Rent.

(a) Tenant shall pay Landlord, as Rent, Six Hundred Fifty Dollars ($650.00) per month ("Rent"). Rent shall be payable in advance beginning on the Commencement Date for the remainder of the month in which the Commencement Date falls and for the following month, and thereafter rent will be payable monthly in advance on the fifth day of each month for the

following month to at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "month" shall be deemed to refer to a calendar month. If the Commencement Date does not fall on the fifth day of the month, then Rent for the period from the Commencement Date to the last day of the following month shall be prorated based on the actual number of days from the Commencement Date to the last day of the following month. During the initial term and any Renewal Term, Rent shall be increased annually on the anniversary of the Commencement Date by three percent (3%) of the Rent paid for the preceding year.

(b) If this Lease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Tenant, and all prepaid Rent shall be refunded to Tenant.

(c) As additional consideration for this Lease, Tenant shall pay Landlord a one-time fee of Eighteen Hundred Dollars ($1800.00) to pave with asphalt the area indicated on Exhibit B-1 attached hereto.

5. Renewal. Tenant shall have the right to extend this lease for five additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein.

Provided Tenant is not in default, this Lease shall automatically renew for each successive Renewal Term unless Tenant shall notify Landlord, in writing, of Tenant's intention not to renew this Lease, at least 60 days prior to the expiration of the term or any Renewal Term.

If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Subject to Tenant's right to use the Premises as set forth in Section 3, Tenant shall not otherwise use the Premises in any way which interferes with the use of the Property by Landlord, or lessee's or licensee's of Landlord, with rights to the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use any portion of Landlord's properties in any way that interferes with Tenant's use of the Premises or the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating, said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to (i) bring action to enjoin such interference or (ii) to terminate this Lease immediately upon notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to install and maintain on the Premises improvements, personal property, equipment and facilities used to operate the system,

including without limitation the personal property, equipment shelter, equipment and radio transmitting and receiving antennas related cables and utility lines (collectively the "Antenna Facilities"). The Antenna Facilities shall be initially configured generally as set forth in Exhibit C. Tenant shall obtain Landlord's consent prior to any installation at the site, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right to replace or upgrade the Antenna Facilities at any time during the term of the Lease, provided that any material change to the original configuration and height of the Antenna Facilities will require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall cause all installation to occur lien-free and in compliance with all applicable laws and ordinances. The Antenna Facilities will be installed and maintained in a workmanlike manner so as to avoid damage to the Premises. The Antenna Facilities shall remain the exclusive property of Tenant.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence, subject to Landlord's prior written consent as to the means used for restricting such access including the size, location and materials used in any fence. Landlord agrees that such consent shall not be unreasonably withheld, conditioned or delayed.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now and hereafter located on the Premises in commercially reasonable condition and repair during the term of this Lease, normal wear and tear excepted. Upon termination of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear excepted. Tenant's activities shall not cause any leakage, harm or other damage to the Building roof. Tenant shall be liable for any damage caused solely by Tenant to the roof of the Building or any other property of Landlord. Tenant shall be liable for any and all damages it causes in the removal of any of its personal property items. As partial consideration for Rent paid hereunder, beginning twelve months after the initial installation of the Antenna Facilities and annually thereafter, Landlord shall, at its expense, have the rooftop of the Premises inspected for damage resulting from the installation of the Antenna Facilities. Landlord shall provide Tenant with a copy of the written report resulting from such inspections.

(d) Tenant shall have the right to install utilities which include, but are not limited to the installation of overhead or underground power and telephone service cable, at Tenant's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators), subject to Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord hereby grants an easement to permanently place any utilities on, or to bring utilities across, the Property in order to service the Premises and the Antenna Facilities. Such utilities shall not interfere with Landlord's use of the Property. Should any such interference occur, the Landlord will have the remedies provided in Sec. 6 hereof. Tenant shall, wherever practicable, install at its expense, separate meters for utilities used on the Property. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use. Tenant shall have the right to install necessary conduit and sleeving from the roof to the point of connection adjacent to the Building. Landlord shall diligently correct any variation, interruption or failure of any utility service over which Landlord has control.

(e) As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant, and Tenant's agents, employ, or contractors an easement ("Easement") for ingress, egress, and access over and under (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, and to service the Premises and the Antenna Facilities at all times during the term of this Lease or any Renewal Term. Upon prior notice, provided Tenant's Antenna Facilities remain fully functional and continue to transmit at full power, Landlord shall have the right, at Landlord's sole expense, to relocate the Easement to Tenant, provided such new location shall not materially interfere with Tenant's operations. Any Easement provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the term of this Lease and any Renewal Term. Notwithstanding the foregoing, Tenant's access to the Building rooftop shall, except in an emergency, be limited to the regular business hours of the Building (M-F 5:30 a.m. – 10 p.m., Sat. 8 a.m. – 10 p.m., Sun. 12 p.m. – 10 p.m.) and is subject to prior notification to Landlord of the purpose for such access. In the event of an emergency, Tenant shall have access, however, Tenant agrees to make commercially reasonable efforts to notify Landlord prior to accessing the rooftop at anytime outside of the Building's regular business hours. Landlord shall provide Tenant with the name(s) and telephone number(s) of Landlord's contact(s).

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Landlord for failure to cure a material default for payment of amounts due under this Lease within that 30-day period;

(b) upon thirty (30) days written notice by either party if the other party defaults and fails to cure or commence curing such default within that 30-day period, or such longer period as may be required to diligently complete a cure commenced within that 30-day period;

(c) upon ninety (90) days written notice by Tenant, if it is unable to obtain, maintain, or otherwise forfeits or cancels any license, permit or Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(d) upon ninety (90) days written notice by Tenant if Property, Building or the Antenna Facilities are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong;

(e) immediately upon written notice if the Property, Building or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction;

(f) at the time title of the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power, shall be treated as a taking by condemnation.

9. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Antenna Facilities. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Building. However, Tenant shall pay, as additional Rent, any increase in real property taxes levied against the Property which is directly attributable to Tenant's use of the Premises, and Landlord agrees to furnish proof of such increase to Tenant.

10. Insurance and Subrogation.

(a) Tenant will provide Comprehensive General Liability Insurance in an aggregate amount of $2,000,000 and name Landlord as an additional insured on the policy or policies. Tenant may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured there under. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Tenant agrees to hold Landlord harmless from any and all claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional act or omission of Landlord, its employees, agents or contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Landlord, to:	with a copy to:
City of Cody	City of Cody
Attn: City Clerk	Attn: Director of Parks & Recreation
1338 Rumsey Ave.	1402 Heart Mountain Street
Cody, WY 82414	Cody, WY 82414
Tel: (307) 527-7511	Tel:(307) 587-2550
Fax:(307) 527-6532	Fax:(307) 587-2565

If to Tenant, to:

WWC Holding Co., Inc.
3650 131st Avenue SE, #400
Bellevue, WA 98006
Attn: Legal Department
Tel: (425) 586-8700
Fax: (425) 586-8666

with a copy to:

WWC Holding Co., Inc.
3650 131st Avenue SE, #400
Bellevue, WA 98006
Attn: Leasing Coordinator
Tel: (425) 586-8700
Fax: (425) 586-8666

13. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants to Tenant that (1) Landlord has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property and the Building free and clear of any liens or mortgages, except those disclosed to Tenant which will not interfere with Tenant's rights to or use of the Premises; (iii) the Property constitutes a legal lot; and (iv) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Tenant represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable local, state and federal laws as well as Environmental Laws (as defined in attached Exhibit D). Landlord represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substance (as defined in attached Exhibit D) as of the date of this Lease.

Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substance, not caused solely by Tenant, that have occurred or which may occur on the Property.

Tenant agrees to defend, indemnify and hold Landlord harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Landlord may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that relate to or arise from Tenant's activities on the Property.

Landlord agrees to defend, indemnify and hold Tenant harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that Tenant may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment, that

relate to or arise from Landlord's activities during this Lease and from all activities on the Property prior to the commencement of this Lease.

The indemnifications in this section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Subleasing. Tenant may assign this Lease upon written notice to Landlord to any person controlling, controlled by, or under common control with Tenant, or any person or entity that, after first receiving FCC or state regulatory agency approvals, acquires Tenant's radio communications business and assumes all obligations of Tenant under this Lease. Upon such assignment and subsequent assumption by assignee of all liabilities and obligations, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublet the Premises, upon notice to Landlord, only if such sublease is subject to the provisions of this Lease. Tenant may otherwise assign this lease upon written approval of Landlord, which approval shall not be unreasonably conditioned, delayed, or withheld.

Additionally, Tenant may, upon notice to Landlord, mortgage or grant a security interest in this Lease and the Antenna Facilities, and may assign this Lease and the Antenna Facilities to any mortgagees or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees to notify Tenant and Tenant's Mortgagees simultaneously of any default by Tenant and to give Mortgagees the same right to cure any default as Tenant or to remove any property of Tenant or Mortgagee located on the premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice. as provided in Section 8. All such notices to Mortgagee shall be sent to Mortgagee at the address specified by Tenant upon entering into a financing agreement. Failure by Landlord to give Mortgagee such notice shall not diminish Landlord's rights against Tenant, but shall preserve all rights of Mortgagee to cure any default and to remove any property of Tenant or Mortgagee located on the premises, as provided in Section 17.

16. Successors and Assigns. This Lease and any easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, regardless of whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Mortgagee the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Mortgagee's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit E) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease, by either party.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(g) if any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties intend that the provisions of this Lease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Tenant and Landlord.

(j) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(k) The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property), and Exhibit C (the site plan) may be attached to this Lease in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B and/or C, as the case

may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibit(s).

The Execution Date of this Lease is the 1st day of April, 2003.

Landlord: City of Cody

By: Laurie Kaderich
Its: City Administrator

Tenant: WWC Holding Co, Inc.

By: Eric Baker
Its: Vice President

STATE OF)
) ss:
COUNTY OF)

On this 14th day of April 2003, before me personally appeared LAURIE KADRICH, known to me to be the CIT/ADMINISTRATOR of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that SHE was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

WENDY JO CORR - NOTARY PUBLIC
County of Park State of Wyoming
My Commission Expires October 14, 2003

Wendy Jo Corr
NOTARY PUBLIC in and for the State of Wyoming
My commission expires 10/14/03.

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this 1st day of April 2003, before me personally appeared ERIC BAKER known to me to be the Vice President of WWC Holding Co., Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath, stated that was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

DOROTHY J. KELLY
COMMISSION EXPIRES
NOTARY
PUBLIC
10-15-06
STATE OF WASHINGTON

Dorothy J Kelly
NOTARY PUBLIC in and for the State of Washington.
My commission expires 10-15-06.

MEETING DATE:	FEBRUARY 5, 2013
DEPARTMENT:	ADMINISTRATIVE SERVICES
PREPARED BY:	LESLIE BRUMAGE, FINANCE OFFICER
PRESENTED BY:	LESLIE BRUMAGE, FINANCE OFFICER

AGENDA ITEM SUMMARY REPORT

Resolution 2013-03 Budget Amendment

ACTION TO BE TAKEN:

Approve the resolution amending the FY12-13 budget.

SUMMARY OF INFORMATION:

The City of Cody adopted the budget for FY12-13 on June 19, 2012. Per State Statute, budgets may be amended through Resolution by the City Council.

This request includes the following:

(1) An amendment to pay off the Wyoming Water Development Commission (WWDC) loan in the amount of $100,666.89 including accrued interest. The loan is scheduled to mature in December 2018 and by paying off the loan early the City will save $10,449 in interest.

(2) An amendment to pay off the Electric revenue bonds issued through the Northwest Improvement Projects Joint Powers Board in the amount of $61,250 including accrued interest. The balance owing to pay off the bonds is $461,250 however the bond trustee Wyoming Bank and Trust is holding a $400,000 reserve account and that amount will be applied towards the payoff. The bonds are scheduled to mature in December 2013 and by paying the bonds off early the City will save $11,250 in interest.

FISCAL IMPACT

(1) $100,666.89 will be used from the unrestricted reserves in the Water Fund.

(2) $400,000 will be used from the Electric Bond Reserve Fund held at Wyoming Bank and Trust, and $61,250 will be used from the unrestricted reserves in the Electric Fund.

ALTERNATIVES

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

ATTACHMENTS

1. Resolution 2013-03

AGENDA & SUMMARY REPORT TO:

1. None

AGENDA ITEM NO. _____

RESOLUTION 2013-03

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2012-2013

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2012-2013 was duly adopted by the City of Cody with Ordinance No 2012-13 on June 19, 2012 in accordance with the State of Wyoming Statutes; and

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

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

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

BUDGET AMENDMENTS:

Authorized Revenue(s):

Dept	Project	Purpose	Amount
		Total Revenue Amendments	

Authorized Appropriation(s):

Dept	Account	Purpose	Amount
Water	Loan Repayments	Payoff of WWDC Loan	$99,923
Water	Interest Expense	Payoff of WWDC Loan	$745
Electric	Loan Repayments	Payoff of Revenue Bonds	$50,000
Electric	Interest Expense	Payoff of Revenue Bonds	$11,250
		Total Expenditure Amendments	$161,918

PASSED, APPROVED AND ADOPTED THE 5TH day of February 2013

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker, Administrative Services Officer

RESOLUTION NO. 2013-04

A RESOLUTION RELATING TO AMENDING THE SECTION 457 DEFERRED COMPENSATION PLAN TO PERMIT LOANS

WHEREAS, the Governing Body of the City of Cody, Wyoming recognizes the City established a deferred compensation plan (the "Plan") for employees with ICMA Retirement Corporation in June of 1989;

WHEREAS, the City of Cody has established this plan for such employees which serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City of Cody had determined that permitting participants in the Section 457 Deferred Compensation Plan, ICMA-RC Plan #303143, to take loans from the Plan will serve these objectives; and

WHEREAS, the loans employees take from the Plan are of their own savings, and not of any public funds; and

WHEREAS, the City of Cody has responsibility to the plan to ensure that the loans of the plan are paid back with interest; and

WHEREAS, the City of Cody will authorize the Mayor to sign the Loan Guidelines Agreement with ICMA, and will require the employee to enter into a separate binding contract and agreement with the City of Cody for the repayment of said loan; and

WHEREAS, the City of Cody directs that the separate binding contract and agreement shall be drafted by the City Attorney and signed by the City Administrator and employee taking the loan.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the Plan will permit loans under the terms and conditions set forth above.
PASSED, APPROVED AND ADOPTED on this 5th day of February 2013.

CITY OF CODY, WY

_____
NANCY TIA BROWN, MAYOR

ATTEST:

_____
CYNTHIA BAKER, ADMINISTRATIVE SERVICES OFFICER

CERTIFICATE

I, _____, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Cody at a regular meeting held on _____, and that the meeting was held according to law; and that the said Resolution has been duly entered into the minute book of the City of Cody.

_____

CYNTHIA BAKER, ADMINISTRATIVE SERVICES OFFICER

ORDINANCE NO. 2013-03

AN ORDINANCE REPEALING SECTION 9-4 OF THE CITY OF CODY MUNICIPAL CODE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 9-4 IS REPEALED in its entirety, and this section shall be reserved for future use by the Governing Body.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____, 2013
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2013-04

AN ORDINANCE AMENDING TITLE 10 OF THE CITY OF CODY CODE, BY ADDING A CHAPTER 20, "OFF STREET PARKING"

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 10-20 of the City of Cody Code is hereby established to provide as follows:

Section 10-20__OFF STREET PARKING

10-20-010 Intent

This chapter is intended to regulate the design, construction, use, and maintenance of public and private off-street parking facilities, so as to provide for the parking needs in the community in an efficient, coordinated, and safe manner.

10-20-020 Applicability

The requirements of this chapter apply to all off-street parking within the city, whether required or voluntarily provided, except as follows.

Within the downtown parking district, the use of buildings and land shall be exempt from providing up to one-hundred (100) off-street parking spaces otherwise required by this chapter. Uses in the downtown parking district that exceed this 100-space threshold shall provide off-street parking in the amount required in excess of 100 spaces.

All construction requirements of this chapter, including dimensional standards, surfacing, and drainage control remain applicable to off-street parking constructed in the downtown parking district after adoption of this ordinance.

The downtown parking district includes all land within the downtown architectural district described in Section 9-2-2 of the city of Cody code.

10-20-030 Parking Facilities Required

Off-street parking facilities shall be provided in accordance with this chapter for any building or use hereafter established, enlarged, increased in capacity, replaced, or reconstructed as follows:

A) For new buildings and uses, off-street parking facilities shall be provided as required by this chapter based on the proposed use and capacity of the building.
B) Any building or use that is hereafter enlarged, or increased in capacity through physical expansion or conversion of an area to a use with an increased parking demand (e.g. conversion of storage to commercial floor space, addition of dwelling units, utilization of vacant land for business purposes), shall provide parking as required for the increase in area or capacity.
C) Any building or use that is replaced or reconstructed in an amount greater than 75% of the area or assessed value of the building, within any five-year time period, shall provide parking for the entire building in accordance with this requirements of this chapter for new buildings and uses.

10-20-040 Plan Review

A) Plan Submittal:
Before the granting of a development or building permit for any building or use requiring parking pursuant to this chapter, the applicant shall present satisfactory plans to the community development department showing how all parking and loading facilities will be provided as required by this chapter. A determination that the parking plan meets the requirements of this title and other city ordinances shall be obtained before issuance of a building permit for the project. If site plan review by the planning, zoning and

adjustment board (planning and zoning board) is required, this determination is to be made by the planning and zoning board in conjunction with the site plan review. For projects not requiring planning and zoning board site plan review, administrative approval of the parking plan by the city engineer and city planner, or their designee, is sufficient; provided no variance or special exemption to the parking standards is requested.

Parking facilities that are to be reconstructed or reconfigured independent of any building permit or other development approval shall be subject to the dimensional and construction standards of this chapter unless the planning and zoning board determines that physical conditions prevent otherwise. New parking facilities independent of any other development approval shall likewise require plan review. Plans for reconstructed, reconfigured or new parking facilities shall be submitted for review as described in the previous paragraph.

B) Plan contents: The parking plan shall be drawn to a standard dimensional scale and show all parking facilities, adjacent streets, driveway locations and widths, surfacing material(s), and as applicable, internal traffic circulation, ADA parking and loading details, proposed drainage, parking lot lighting locations and fixture details, entrance gates, fencing or screening methods, wheel stops/curbing, loading docks/bays, and other features proposed or necessary to address site-specific health and safety issues.

C) Plan compliance: Parking improvements are to be installed and completed as shown on the approved plans prior to occupancy of the building, structure or use served by the parking facilities; provided, a performance bond in the amount of 110% of the remaining value of construction may be accepted to postpone installation of pavement or concrete work for up to one hundred fifty (150) days when cold weather precludes such work.

10-20-050 Location and Zoning Requirements.

Except as specified in 10-20-070, required off-street parking facilities shall be on the same property as the building or use they serve, and the zoning of the parking facilities shall either be in the same zoning district, a zoning district that also permits the use served, or a zone that permits public parking facilities. (e.g. parking for a commercial use is not permitted in areas zoned residential, parking for multi-family development is not permitted in areas zoned single-family residential, parking for an industrial use is not permitted in an area zoned residential or neighborhood commercial, etc...)

10-20-060 Joint Parking Facilities, Multiple or Mixed Uses.

In the case of joint parking facilities that will serve multiple or mixed uses, the number of off-street parking spaces required shall be the sum of the requirements for the individual uses computed separately, unless the planning and zoning board authorizes otherwise based on reliable data, such as a parking demand study prepared by a qualified parking consultant or engineer that justifies a reduced number. Site-specific characteristics, such as offset peak parking times/days, are to be considered when determining whether a reduction in the number of spaces is justified for joint parking facilities.

10-20-070 Off-Site parking

The planning and zoning board may authorize parking facilities located on neighboring private property to qualify as required off-street parking under the following conditions:

A) The parking spaces are not required for another building, structure or use, unless joint parking is allowed pursuant to 10-20-060;
B) The nearest point of the parking lot is within the following distances, as measured along the pedestrian's path of travel, from the building served:
    a. One hundred (100) feet for accessory apartments, single-family dwellings, and two-family dwellings;

b. Two hundred (200) feet for multiple-family dwellings, hotels, motels, and lodging facilities;
c. Three hundred (300) feet for hospitals, medical offices, homes for the aged, and clubs/fraternal orders; and,
d. Five hundred (500) feet for uses not otherwise specified above.

C) A long-term agreement for the off-site parking, in a form and with conditions acceptable to the city attorney and planning and zoning board, is entered into between the affected property owner(s) and recorded in the office of the county recorder. An agreement shall be required regardless of whether the neighboring property is owned by a different or same property owner as the use requiring the parking. The agreement may be included in a deed, lease, covenants, conditions and restrictions (CC&Rs), or contract.

D) If the off-site parking is no longer available, section 10-20-120 is applicable.

10-20-080 Parking Lot Design and Construction Standards

Off-street parking facilities shall be designed and constructed to the following standards:

A) The parking facilities must have adequate ingress, egress, and internal circulation and shall provide the number of off-street spaces required under Section 10-20-090.

B) All off-street parking spaces must be entirely outside of the street right-of-way.

C) As required by the International Building Code, handicap (ADA) parking space(s), loading areas, and travel ways from the ADA space to the building, shall be provided in accordance with adopted ADA standards. Required ADA parking spaces count towards the number of spaces required by Section 10-20-090.

D) Entrances/Exits: The city engineer has the authority to specify the locations, widths, and designs of all approaches to and from all city streets. The parking lot designer and city engineer shall consider and apply appropriate access management techniques consistent with professional engineering practices, such as those found in the *Access Management Manual*, (2003, Transportation Research Board), to preserve street capacity, minimize safety issues, and minimize future costs to the city. The access management requirements of the city engineer shall be incorporated in the parking lot/access design; provided, any appeal to such requirements from the applicant may be presented to the planning, zoning, and adjustment board for a ruling. For access to state highways, access management techniques shall be determined through consultation and permitting with WYDOT prior to City approval of the parking plan. (see also *WYDOT Access Manual*, 2005 or current edition)

E) Parking areas for civic, commercial, and industrial uses that will be utilized outside of daylight hours shall be provided with illumination. All parking lot lighting shall be designed and installed such that illumination will be directed away from any neighboring residential properties and shall be directed downward by utilizing full cut off or fully shielded fixtures.

F) Parking spaces and aisles shall have a vertical clearance of at least seven (7) feet.

G) Tandem Configuration: Single-family residential (attached or detached), two-family residential (duplex), and family daycare home uses may utilize a tandem (one vehicle directly behind the other) parking configuration and have both spaces count toward the required number, so long as both tandem spaces are designated to serve the same dwelling unit. Tandem parking space configuration shall not be permitted for off-street parking required of any other type of use.

H) Parking lots containing five or more required spaces shall be designed and constructed to the following minimum standards:

1. Surfacing. Parking spaces, drives, and aisles shall be constructed of either concrete, asphalt concrete pavement, recycled asphalt, asphalt millings, or compacted gravel meeting WYDOT “Grading GR” or “Grading W” specifications; provided, parking lots located immediately adjacent and contiguous and within one hundred forty (140) feet from US Highway 14/16/20, US Highway 14 Alternate or State Highway 120, shall be paved with concrete or asphalt concrete pavement. Base material in a depth suitable for the traffic anticipated to utilize the facility, including emergency vehicles, shall also be provided. ADA spaces must be concrete or asphalt concrete pavement.
2. Entrance. Commercial development, industrial/light-industrial development, and multi-family developments that are accessed directly from a state highway or street classified as an arterial or collector shall have a paved entrance/exit extending from

the curb cut (face of curb) to a point at least fifty (50) feet from the public street, measured along the direction of travel.

3. Back Out Prohibited. Off-street parking for commercial, industrial, civic, and multiple-family development shall be designed so as to make it unnecessary for a vehicle to back out into a public street. Backing into alleys is acceptable.
4. Hard-surfaced parking areas shall use paint, curbing, or similar improvements to delineate car stalls. Painted parking lot stripes and directional markings must be white or yellow.
5. Parking areas of gravel or similar material shall use wheel stops/parking stops or 6" by 6" treated wood timbers to delineate car stalls, and signage as necessary for the direction of traffic.
6. Where pedestrian walks are used in parking lots for the use of foot traffic only, they shall be curbed, or raised six inches above the lot surface.
7. Wheel stops or parking blocks shall be provided next to sidewalks and pedestrian aisles when necessary to prevent vehicle overhang from reducing the sidewalk or pedestrian aisle to less than four (4) feet in width. When determining possible encroachment into the sidewalk or pedestrian aisle, an overhang of 2.0 feet is to be assumed for 90-degree parking, 1.7 feet for 60-degree parking, 1.6 feet for 45-degree parking, and 1.0 feet for 30-degree parking.
8. Primary access gates located next to an arterial or collector street shall be set back sufficiently from the public street to allow an appropriate design vehicle to completely pull off the street before having to stop to open or close the gate.
9. Parking lots that slope down to adjoining properties or streets, that have a drop-off grade separation greater than four feet in elevation difference and slope greater than 3:1 shall provide a curb, curb stop, wall, sturdy railing or other installation which will prevent a slow-moving or driverless car from escaping such areas.
10. Parking areas situated within twenty (20) feet of a neighboring residence shall have a visual screen, such as landscaping and/or fencing, as necessary to prevent headlight glare disturbance to the occupants of the neighboring residence.
11. When off-street parking is provided to the rear of a building, and a driveway or lane alongside the building provides access to the rear parking area, such driveway shall be a minimum of twelve (12) feet wide and a minimum four-foot wide sidewalk must be installed adjoining the building. The sidewalk is to be curbed or raised six inches above the driveway surface.
12. Dead-end one-way parking aisles shall not be permitted. Additional back-up area or turnaround area shall be provided at the end of two-way dead-end parking aisles.

10-20-090 Number of Spaces Required

The minimum number of parking spaces required for a use shall be according to Table 1, unless the planning and zoning board authorizes otherwise based on reliable data, such as parking data from a highly comparable facility or a parking demand study prepared by a qualified parking consultant or engineer, which justifies use of a different parking ratio.

Calculations based on the following figures that result in a fraction of one-half (½) or greater are to be rounded up, and fractional results of less than one-half (½) may be rounded down. Area per square foot (sq. ft.) refers to square foot of gross floor area, unless noted otherwise.

Table 1. Minimum number of parking spaces.

CATEGORY:	**MINIMUM SPACES REQUIRED:**
RESIDENTIAL AND LODGING:	
Accessory Apartments, Guest Houses, and Bed and Breakfast Inns.	1.4 spaces for a 1-bedroom unit 2 spaces per 2-bedroom unit 2.25 spaces for a 3+ bedroom unit (In addition to the spaces for the main dwelling.)
Congregate Care Facility	0.5 spaces per dwelling unit

Hotels, Motels, and other Lodging Facilities not otherwise listed.	1.1 spaces per rentable room or sleeping unit, plus 1 space per hotel/motel vehicle (e.g. shuttle), and 0.75 spaces per employee on the maximum shift. Parking for any conference/banquet room is to be calculated separately at a ratio of one space per 150 sq. ft. Any full-service restaurant is to be calculated as a restaurant.
Multiple-Family Dwellings (3 or more units in same building).	1.4 spaces per 1-bedroom unit 2 spaces per 2-bedroom unit 2.25 spaces per 3+ bedroom unit
Residential Care Facility/Assisted Living	0.5 spaces per bed, plus 1 per day-shift employee
Single-Family Attached (e.g. townhouse), Single-Family Detached, and Two-Family Dwellings.	2 spaces per dwelling unit
CIVIC AND PUBLIC ASSEMBLY:	
Hospitals	4.9 spaces per bed
Public Assembly, including, but not limited to, Auditoriums, Churches, and Theaters.	Fixed Seats: 0.3 spaces per seat Without Fixed seats: 11.3 spaces per 1,000 sq. ft. of gross floor area, or 1 space per 45 sq. ft. of all assembly area(s) occupied concurrently, whichever is less.
Schools: (The planning and zoning board may authorize public schools to count available on-street parking towards the following requirements.)	Elementary Schools: 0.2 spaces per student Middle Schools: 0.2 spaces per student High Schools: 0.5 spaces per student
COMMERCIAL/OFFICE/SERVICE:	
Auto Parts Sales	1 space per 200 sq. ft.
Banks, Credit Unions, Financial Institutions	1 space per 300 sq. ft.
Bar or Lounge, with or without eating facilities.	17.3 spaces per 1,000 sq. ft.; or 0.3 spaces per fixed seat where seating is fixed. Indoor and outdoor seating areas are counted.
Convenience Store, without gas pumps.	5.7 spaces per 1,000 sq. ft.
Daycare Center	3.5 spaces per 1,000 sq. ft.; or 0.2 spaces per child, whichever is less.
Discount Store, freestanding.	1 space per 200 sq. ft.
Drugstore/Pharmacy	5.4 spaces per 1,000 sq. ft.
Furniture, Carpet, Tile, Home Furnishing Showrooms/Stores.	2.3 spaces per 1,000 sq. ft.
Gas Station	With convenience store: 0.75 spaces per fueling position, in addition to fueling spaces. Without Convenience Store or Service Station: 1 per on-site employee.
Laundromat	0.5 spaces per washing machine, plus 1 per

	employee.
Medical and Dental Offices	1 space per 250 sq. ft.
Office Supply Store	1.2 spaces per 1,000 sq. ft.
Professional Offices, General.	4 spaces per 1,000 sq. ft.
Restaurant, Fast Food	With Drive-thru: 15.2 spaces per 1,000 sq. ft., or 0.6 spaces per fixed seat where seating is fixed. Without Drive-thru: 12.7 spaces per 1,000 sq. ft. Indoor and outdoor seating areas are counted.
Restaurant, Sit Down	14.3 spaces per 1,000 sq. ft.; or 0.5 spaces per fixed seat where seating is fixed. Indoor and outdoor seating areas are counted.
Retail Establishments; including Appliance, Clothing, Hardware, Housewares, Specialty Items, Sporting Goods, and other retail establishments not otherwise listed.	1 space per 300 sq. ft.
Shopping Centers:	4.1 spaces per 1,000 sq. ft. for <30,000 sq. ft. of gross leasable area. 4.7 spaces per 1,000 sq. ft. for 30,000+ sq. ft. of gross leasable area.
Supermarkets, up to 5,000 sq. ft. in size.	3.33 spaces per 1,000 sq. ft.
Supermarkets, larger than 5,000 sq. ft.	5.8 spaces per 1,000 sq. ft.
Vehicle Repair and Maintenance Services.	4 spaces per service bay, except vehicle repair/maintenance accessory to vehicle sales is 3 spaces per service bay.
Vehicle Sales (New or Used)	1 space per 300 sq. ft. of office and indoor sales area.
<u>INDUSTRIAL:</u>	
Light Industry, General (not manufacturing).	1.1 spaces per 1,000 sq. ft.
Manufacturing	1.3 spaces per 1,000 sq. ft.
Warehousing	1 space per 2,000 sq. ft. for warehouses. Mini-storage/self-storage has no parking required.

10-20-100 Dimensional Standards for Off-Street Parking

A) Parking Stall Dimensions: A standard angled or perpendicular parking space on a paved or concrete surface shall measure a minimum of nine (9) feet in width by twenty (20) feet in length. A standard angled or perpendicular parking space on a gravel or similar surface shall measure a minimum of ten (10) feet in width by twenty (20) feet in length. The minimum length may be reduced to eighteen (18) feet when an additional space of two (2) feet is provided for the front overhang of vehicles (e.g. overhanging a curb, sidewalk, wheel stop, landscaped area or combination thereof). Any front overhang of a vehicle may not reduce the clear width of an adjacent sidewalk or ADA accessible route to less than four (4) feet in width. The minimum dimensions for an off-street parallel parking space shall be nine (9) feet wide by twenty-two (22) feet long.

Parking lots serving a high-turnover of short duration users, such as convenience stores, grocery stores, and hardware stores should consider use of 10-foot wide stalls.

Covered parking stalls (i.e. carports) are to exclude the width of any support poles/columns from the parking stall width, and all support poles/columns must be at least two (2) feet from the back of the stall.

B) Standards for parking rows and aisles: Parking lot rows and aisles shall meet the following minimum dimensional requirements, as set forth in Table 2 and Figure 1.

Table 2: Parking Lot Aisle Width.

Parking Angle:	Minimum Aisle Width:
90-deg.	24’
60-deg.	18’ (one-way) 24’ (two-way)
45-deg.	13’ (one-way) 24’ (two-way)
30-deg.	12’ (one-way) 24’ (two-way)

Figure 1. Parking Stall Dimensions.

(Located at end of ordinance.)

10-20-110 Off-Street Loading Facilities

Outside of the downtown parking district, buildings or structures that regularly receive or distribute material or merchandise by truck shall provide and maintain off-street loading spaces or docks in sufficient size and number to fill the needs of the use. The loading facilities shall be designed to the following standards when located outside of the downtown parking district.

A) The minimum number shall be according to the following tables:

1. Loading Spaces/Docks for Commercial and Industrial Buildings:

Number of Loading Spaces/Docks	**Gross Floor Area of Building in Square Feet**
1	Up to 20,000
2	20,001 to 50,000
3	50,001 to 100,000
One additional berth is required for each 50,000 sq. ft. in excess of 100,000 square feet.	

2. Loading Spaces/Docks for Office Buildings, Hotels, Hospitals, and Other Institutional Uses:

Number of Loading Spaces/Docks	**Gross Floor Area of Building in Square Feet**
1	Up to 20,000
2	20,001 to 50,000
3	50,001 to 100,000
One additional berth is required for each 50,000 sq. ft. in excess of 100,000 square feet.	

B) Setback from residential zone. Loading spaces or docks serving new development must be located at least fifty (50) feet from any residential zoning district.

C) No part of a truck or van using the loading space or dock may project into a public street or fire lane.

D) Forward motion. New loading facilities must be designed so that vehicles enter and exit the site in a forward motion. The planning and zoning board may waive this requirement when the adjacent public street has minimal traffic and there is an alternative route around the vehicle maneuvering area.

10-20-120 Maintenance of Required parking.

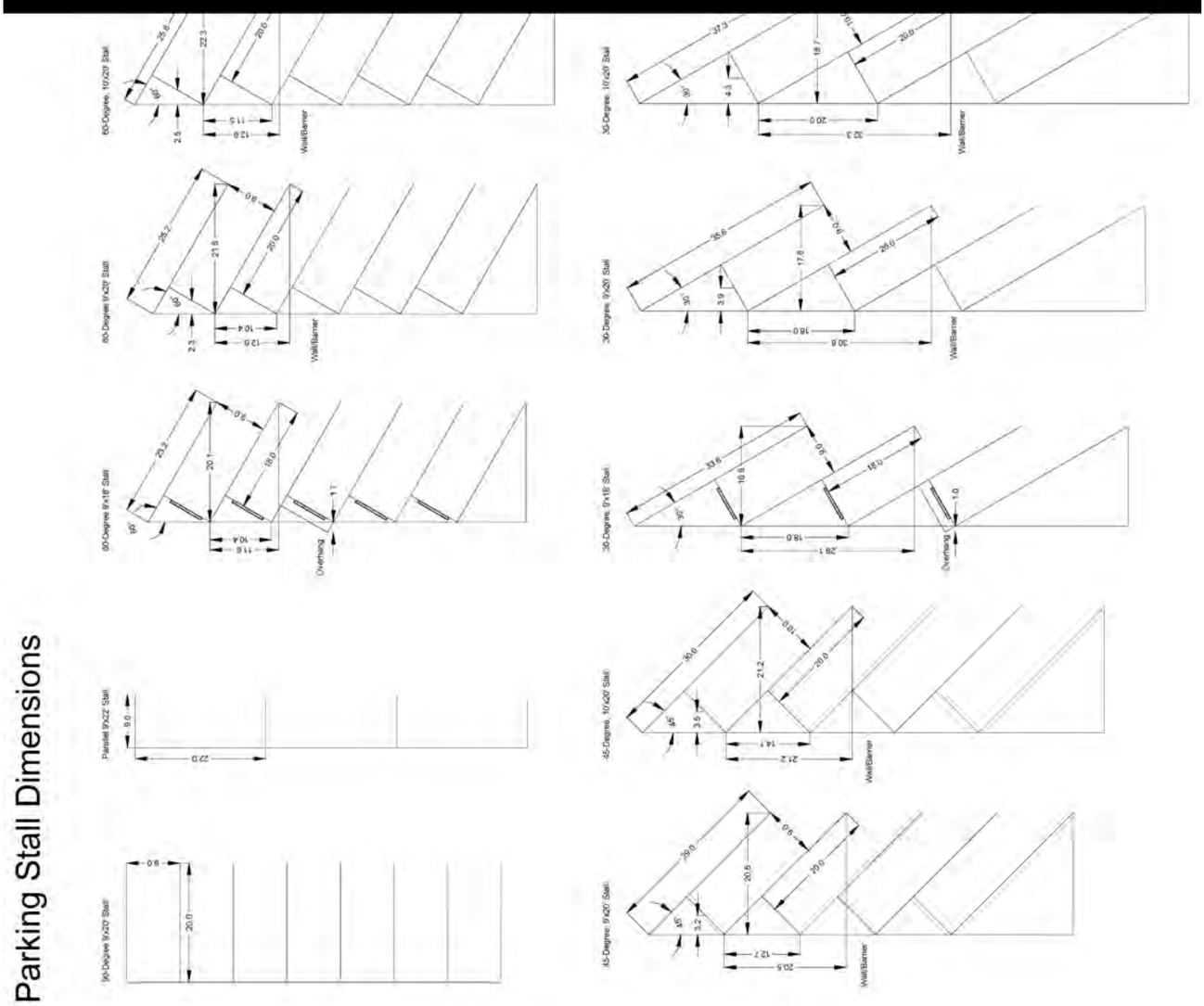
Off-street parking facilities required by this chapter shall be maintained so long as the building, structure or use for which they are provided exists, unless an equivalent number of substitute parking spaces is approved by the City, provided, and thereafter maintained as specified by this chapter.

In the event any off-street parking facilities required in connection with any building, structure or use are at any time not maintained for automobile parking purposes to the extent required, the planning, zoning and adjustment board shall direct the building official to revoke and cancel the certificate of occupancy for such building, structure or use after holding a hearing upon at least ten (10) days' written notice of the time, place and purpose of the hearing having been mailed to the owner or other person occupying the same as shown on the records of the city clerk; provided, that if it appears that the failure to maintain such required parking was reasonably beyond the control of the person required to maintain the same, no certificate of occupancy shall be revoked until such person shall have had ninety (90) days to reestablish the minimum required parking. In the event any certificate of occupancy is revoked, the premises covered thereby shall not be occupied or used for any purpose until a new certificate of occupancy has been issued.

10-20-130 Variances

Variances to the requirements of this chapter are to be considered under the Special Exemption process of Section 10-14-2, Special Exemptions.

[redacted]



This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: _____, 2013
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2013-01

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 9 OF THE CITY OF CODY CODE: TYPES OF LICENSES AND PERMITS

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 3-2-9 of the City of Cody Code shall be amended as follows:

Section 3-2-9__TYPES OF LICENSES AND PERMITS

Pursuant to Wyoming Statutes title 12, the city may issue the following types of licenses and permits pertaining to alcoholic beverages:

A. Retail liquor license;

B. Limited retail liquor license (special club);

C. Resort liquor license;

D. Restaurant liquor license;

E. Twenty four (24) hour malt beverage permit;

F. Special malt beverage permit;

G. Twenty four (24) hour catering permit;

H. Twenty four (24) hour dispensing room permit;

I. Microbrewery permit;

J. Winery permit;

K. Satellite winery permit;

L. Bar and grill liquor license; (Ord. 2006-07, 5-2-2006)

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: ____JANUARY 15, 2013____
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Ta Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2013-02

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Section 3-2-14 of the City of Cody Code shall be amended as follows:

Section 3-2-14__LICENSE FEES

A. Every applicant issued a retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars ($1,000.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is six hundred sixty six dollars sixty seven cents ($666.67).

B. Every applicant issued a limited retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of four hundred dollars ($400.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is two hundred sixty six dollars sixty seven cents ($266.67).

C. Every applicant issued a resort liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars ($1,000.00).

D. Every applicant issued a restaurant liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of seven hundred fifty dollars ($750.00).

E. Every applicant issued twenty four (24) hour malt beverage permit by the provisions of this article shall pay in advance, the sum of ten dollars ($10.00).

F. Every applicant issued a special malt beverage permit for a public auditorium, civic center or events center by the provisions of this article shall pay annually in advance the sum of one thousand five hundred dollars ($1,500.00).

G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of fifty dollars ($50.00).

H. Every applicant who is issued a twenty four (24) hour dispensing room permit shall pay a fee of fifty dollars ($50.00) for a twenty four (24) hour period of time.

I. Every applicant who is issued a permit for a microbrewery by the provisions of this article shall pay annually in advance a fee of four hundred dollars ($400.00).

J. Every applicant issued a winery permit by the provisions of this article shall pay annually in advance for a license hereunder, the sum of three hundred dollars ($300.00).

K. Any applicant who is issued a permit for a satellite winery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars ($100.00).

L. Any applicant who is issued a bar and grill license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five thousand dollars ($5,000.00) upon initial issuance and one thousand five hundred dollars ($1500.00) upon each annual renewal. The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is three thousand three hundred thirty three dollars thirty four cents ($3333.34) upon initial issuance and one thousand dollars ($1,000) upon each renewal. (Ord. 2006-07, 5-2-2006).

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: ____JANUARY 15, 2013____
PASSED ON SECOND READING: _____, 2013
PASSED ON THIRD READING: _____, 2013

_____
Nancy Tia Brown, Mayor

Attest:

_____
Cynthia Baker
Administrative Services Director