



City Council Special Meeting Agenda

Date: 3-28-13
Time: 4:15 p.m.
Location: City Hall Council Chambers

- Mayor Nancy Tia Brown
 - Donny Anderson
 - Bryan Edwards
 - Jerry Fritz
 - Landon Greer
 - Steve Miller
 - Stan Wolz
 - City Administrator, Jenni Rosencranse
 - Assistant Administrative Services Officer, Sara Wead
 - City Attorney, Scott Kolpitcke
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- Consider entering into a Reimbursement Agreement between the City of Cody and Cody Country Chamber of Commerce as it relates to the opening of the east entrance to Yellowstone National Park and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney.
 - Staff Reference: Jenni Rosencranse, City Administrator
 - Consider entering into a Cooperative Agreement between the City of Cody and the Wyoming Department of Transportation for the purpose of removing snow from the east entrance road in Yellowstone National Park and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney.
 - Staff Reference: Jenni Rosencranse, City Administrator
 - Consider approving a contribution for the expense associated with the plowing and snow removal on the east entrance road in Yellowstone National Park.
 - Review Council Agenda for April 2, 2013.
 - Executive Session - To discuss personnel matters pursuant to Wyoming State Statue 16-4-405.
 - Staff Updates
 - Council Updates
 - Meeting Reminders:
 - Tuesday, April 2, 2013 – Regular Council Meeting 7:00 p.m. City Council Chambers (pre-meeting at 6:30 p.m.)
 - Wednesday, April 10, 2013 - Master Plan Public Comment Meeting 6:30 p.m. Cody Club Room – City Auditorium
 - Thursday, April 11, 2013 – Council Work Session 4:15 p.m. City Council Chambers

Time Adjourned: _____

REIMBURSEMENT AGREEMENT

The parties to this agreement are the City of Cody, Wyoming, a municipal corporation (hereinafter CITY), and Cody Country Chamber of Commerce, a Wyoming non-profit Corporation (hereinafter CHAMBER). This agreement is made and entered into as of the date last signed by the parties below.

RECITALS

- A. CITY will enter into a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for the purpose of removing snow from the east entrance road in Yellowstone National Park (the Park) to facilitate opening the Park by May 3, 2013.
- B. Pursuant to that agreement, WYDOT shall use WYDOT personnel and equipment to remove snow from the east entrance road. That agreement requires CITY to reimburse WYDOT for the costs of snow removal. Those costs are expected to be approximately \$100,000.
- C. CITY does not have funding to reimburse WYDOT for the expenses of snow removal.
- D. CHAMBER has solicited and received contributions of approximately \$100,000 from businesses, individuals and organizations in and around Cody and Park County, with the goal and intent of paying for WYDOT to remove snow and facilitate the opening the east entrance to Yellowstone National Park by May 3.
- E. CHAMBER and CITY recognize that cooperating with each other, and with WYDOT and National Park Service to facilitate opening the east entrance to the Park, provides tangible economic benefits to the Cody community and Park County.
- F. The parties wish to enter into this Reimbursement Agreement for the purpose of reimbursing CITY and WYDOT for the costs of plowing and snow removal on the east entrance road from East Gate to Fishing Bridge.

WHEREFORE, in consideration of the mutual promises, covenants and representations described herein, the parties agree as follows:

1. CITY shall, upon receipt of a bill from WYDOT for snow removal on the east entrance road, forward such bill to CHAMBER as soon as reasonably possible, but no later than 5 days after receiving such bill.

2. CHAMBER shall, as soon as reasonably possible, but no later than five days after receiving such bill, issue and deliver a check for the full amount of such bill to CITY.
3. Upon receipt of payment from CHAMBER, CITY shall issue a voucher, pursuant to its customary and lawful process, for the amount of the bill owed to WYDOT.
4. The parties understand and acknowledge that CITY does not have funding to reimburse WYDOT for WYDOT's anticipated costs to remove snow from the east entrance road, and CITY will enter into the Cooperative Agreement with WYDOT in reliance on CHAMBER's promise and representation that it has the funding to pay for such costs, and the parties understand that CITY would not enter into that agreement without the funding and without this agreement with CHAMBER.
5. CHAMBER has had an opportunity to review the Cooperative Agreement between WYDOT and CITY, and agrees to send payment as required by this agreement to ensure CITY fulfills its obligations under the Cooperative Agreement.
6. This agreement contains the entire understanding and agreement of the parties, and there are no other promises, representations, warranties, covenants or conditions beyond the terms of this written agreement. This agreement may only be modified by a written amendment signed by both parties.
7. By entering into this agreement, CITY does not waive its sovereign or governmental immunity, and specifically retains all immunities and defenses available to it under the Wyoming Constitution and Wyoming law.

CITY OF CODY, WYOMING:

DATE: March _____, 2013.

MAYOR NANCY TIA BROWN

Attest:

Cynthia D. Baker

Administrative Services Officer

CODY COUNTRY CHAMBER OF COMMERCE

Date: March _____, 2013.

Scott Balyo

Executive Director

**Cooperative Agreement
between
the Wyoming Department of Transportation,
and the City of Cody**

This agreement is entered into between the State of Wyoming Department of Transportation (WYDOT) and the City of Cody for the purpose of removing snow from the east entrance road in Yellowstone National Park.

ARTICLE I – PURPOSE

WYDOT and the City of Cody seek to work together to remove snow from the east entrance road in Yellowstone National Park in order to facilitate opening the park by May 3, 2013. This agreement establishes guidelines for snow removal on a portion of the east entrance road and establishes a proactive working relationship between WYDOT and the City of Cody.

ARTICLE II – STATEMENT OF WORK

A. WYDOT:

1. WYDOT shall seek to obtain permission from the National Park Service to perform snow removal in Yellowstone National Park. If permission is granted, WYDOT agrees to remove snow from the east entrance road starting at the east entrance of Yellowstone National Park and continuing along the road for an undetermined number of miles, not to exceed twenty-nine miles. The actual miles to be plowed shall be determined in consultation with all parties.
2. WYDOT shall use WYDOT personnel and equipment to remove snow from the east entrance road and shall perform the snow removal at no cost to the National Park Service. Snow removal operations shall be performed in consultation with the Superintendent of the Yellowstone National Park or his authorized representative and is subject to any agreement made between WYDOT and the National Park Service.
3. WYDOT shall keep accurate records of the actual cost to perform the snow removal activities on east entrance road and shall submit a bill of the actual costs to the City of Cody. The actual costs to be billed to the city shall include the operational costs of snow removal, such as fuel, labor, routine maintenance, and other direct expenses associated with operating the necessary equipment to remove snow from the east gate of Yellowstone National Park to Fishing Bridge. However, the City of Cody shall not be billed for major maintenance or other major capital expenditures incurred by WYDOT when performing the snow removal operations described in this agreement.
4. WYDOT shall notify the City of Cody as soon as reasonably possible if it anticipates that the cost of plowing as described above is going to exceed \$90,000, and the parties will discuss alternatives before such costs are incurred. The parties

understand that the estimated cost for plowing at this time is approximately \$100,000, and that the City will pay WYDOT from funds raised by the Cody Country Chamber of Commerce from local individuals and businesses. The parties understand that funding for plowing costs which exceed \$100,000 have not been raised at this time, and therefore WYDOT will cooperate and communicate with the City of Cody to ensure that costs for the plowing stay do not exceed the funding available.

C. City of Cody:

1. The City of Cody shall pay, to WYDOT, the amount of the bill from WYDOT within thirty (30) days of receipt or as otherwise agreed by the City of Cody and WYDOT.

D. WYDOT and the City of Cody agree:

1. This agreement is subject to review and change by mutual agreement of the parties.
2. The parties shall abide by the laws of the state of Wyoming.

ARTICLE III – TERM OF AGREEMENT

This Agreement will become effective upon signature of all parties and shall remain in effect until June 30, 2013.

ARTICLE IV – KEY OFFICIALS

A. Agreement Officers, for the purpose of administering the agreement are:

1. WYDOT Designated Contact

Shelby Carlson
District Engineer, WYDOT District 5
WYDOT
P.O. Box 461
Basin, WY 82410
Phone: 307-568-3400
Fax: 307-568-9318

City of Cody Designated Contacts:

Mayor Nancy Tia Brown
City of Cody
P.O. Box 2200
Cody, WY 82414
Phone: 307-527-3461

Fax: 307-527-6532
e-mail: mayornancytiabrown@cityofcody.com

Jennifer R. Rosencranse
City Administrator
City of Cody
P.O. Box 2200
Cody, WY 82414
Phone: [\(307\) 527-3462](tel:(307)527-3462)
Fax: [\(307\) 527-6532](tel:(307)527-6532)
e-mail: jennir@cityofcody.com

ARTICLE V – GENERAL PROVISIONS

1. **Non-Discrimination** – No employee for employment for work on the portion of the highway located within the park shall be discriminated against because of age, sex, race, religion, or national origin.
2. **Liability** – Each party to this agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. Nothing herein shall be construed to waive any defense or immunity of any party which would otherwise apply.
3. **Termination** – This agreement may be terminated, without cause, with ten (10) days written notice to all parties.
4. **Sovereign Immunity** – The State of Wyoming and WYDOT do not waive sovereign immunity by entering into this Agreement and the City of Cody does not waive its 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 state law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

Remainder of page intentionally left blank, signature page to follow.

ARTICLE VI -SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE WYOMING DEPARTMENT OF TRANSPORTATION

Date

FOR THE CITY OF CODY

Date

Attorney General's Office Approval as to Form:
