

City of Cody City Council
Tuesday, April 16, 2024 – 7:00 p.m. (Pre-Meeting to begin at 6:45 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Proclamation – Arbor & Earth Day

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: Minutes from April 2 and April 9, 2024.
- b. Approve Vouchers and payroll in the amount of \$976,459.05.
- c. Approve the request from Clark Management Company, Inc. & Best of the Rockies for the 26th Annual Horse Sale for closure of 12th Street between Sheridan and Beck Avenues from 8:00 a.m. on Friday, May 10th through 9:00 a.m. on Sunday May 12th, contingent upon receipt of Certificate of Liability Insurance.
- d. Approve the Catering Permit and Open Container Permits for Saturday, May 11th as requested by the Irma Hotel in conjunction with the 26th annual Horse Sale.
- e. Authorize the closure of 12th Street between Sheridan Avenue and Beck Avenue from 6:00 p.m. on Thursday, May 23rd through 9:00 a.m. on Sunday May 26th, for the third annual Mustang Car Show, as well as, authorize an open container permit and catering permit for this event.
- f. Approve the Stampede Parades on the 2nd, 3rd and 4th of July; sponsor the \$100 permit fee per parade; sponsor other associated staffing and equipment cost. Staff recommends approval of the request with the listed conditions noted on the agenda summary.
- g. Authorize the Mayor to enter into and sign the agreement between the City of Cody and Mountain Alarm for the fire suppression monitoring system for the Cody Auditorium.
- h. Authorize the Mayor to sign the notification of termination relating to CivicRec software program.
- i. Authorize the Mayor to enter into and sign the agreement between the City of Cody, Buffalo Bill Center of the West and Cody Public Arts Committee (CPAC) relating to the loan of the sculpture High'n'Dry located in the Bell Plaza, contingent upon review by the City Attorney and concurrence by CPAC.

- j. Authorize the Mayor to sign the Master Services Agreement with PandaDoc for contract management software contingent upon City Attorney review and approval.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
4. Conduct of Business
- a. Authorize the Mayor to enter into and sign the agreement between the City of Cody and AVI for professional services, contingent upon review and approval by the City Attorney.
Staff Reference: City Administrator Barry Cook
 - b. Resolution 2024-03
A Resolution of the City of Cody Wyoming, Updating a Fees and Charges Schedule for Various Municipal Services and Products and Establishing an Effective Date of May 1, 2024.
Staff Reference: Leslie Brumage, Finance Officer
 - c. Resolution 2024-04
A Resolution Encumbering Funds from the American Rescue Plan Act Providing Funding to Purchase Chips in Advance of the 2024 Chip Sealing Project.
Staff Reference: Leslie Brumage Finance Officer
 - d. Resolution 2024-05
A Resolution Amending the FY23-24 Budget.
Staff Reference: Leslie Brumage
 - e. Resolution 2024-06
A Resolution Offering Sincerest Gratitude to Bert Pond for his Contributions to the Wyoming Municipal Power Agency.
Staff Reference: Mayor Hall
 - f. Ordinance 2024-01 3rd and Final Reading
An Ordinance Amending Title 10, Chapter 14 Section 1.C Notice & Public Hearing.
Staff Reference: Scott Kolpitcke, City Attorney
 - g. Ordinance 2024-02 3rd and Final Reading

An Ordinance Amending Title 9, Chapter 2 Section 3: Meeting with Planning, Zoning & Adjustment Board required before Building Permit Issued.

Staff Reference: Scott Kolpitzke, City Attorney

5. Matters from Staff Members
6. Matters from Council Members
7. Adjournment

Upcoming Meetings:

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April 30, 2024 – Tuesday – Work Session 5:30 p.m.

May 7, 2024 – Tuesday – Regular Council Meeting 7:00 p.m.

May 14, 2024 – Tuesday – Work Session 5:30 p.m.

May 21, 2024 – Tuesday – Regular Council Meeting 7:00 p.m.

May 22 & 23, 2024 – Wednesday & Thursday – Budget Work Session 4:00 p.m.

Proclamation

Arbor- Earth Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is not observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas and beautify our community, and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal,

I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

NOW THEREFORE, FOR THESE SIGNIFICANT REASONS, I, Matt Hall, Mayor of the City of Cody, Wyoming, do hereby proclaim Friday, April 26, 2024 as Arbor Day – Earth Day in Cody, Wyoming.



Matt Hall
Mayor, City of Cody

Attest: Cynthia Baker
Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, April 2, 2024

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 2, 2024 at 7:00 p.m.

Present: Mayor Hall, Council Members Andrew Quick, Jerry Fritz, Lee Ann Reiter, Kelly Tamblyn, Emily Swett, Don Shreve, City Administrator Barry Cook, City Attorney Scott Kolpitzke; and Cindy Baker, Administrative Services Officer.

Absent: None

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

Proclamation – Child Abuse Awareness and Prevention Month

Council Member Swett made a motion seconded by Council Member Reiter to approve the Consent Calendar as presented including approval of Regular Minutes from March 19, 2024, approve Vouchers and payroll in the amount of \$872,205.88, approve a request from Klay Nelson for a temporary street closure on Beacon Hill from East Sheridan to Wright Brother's Drive on May 18th from 9 a.m. to 11 a.m. for the YRA Full Scale Emergency Plan Exercise and authorize the Mayor to enter into and sign the Professional Services Agreement between the City of Cody and Park County regarding the Law Enforcement Center. Vote was unanimous.

Council Member Quick made a motion seconded by Council Member Tamblyn to appoint Christopher Guyer to the Park County Travel Council for a three-year term ending February 28, 2026. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Reiter to authorize the Mayor to sign an Energy Lease and Purchase Agreement with the Wyoming Association of Municipalities - Wyoming County Commissioners Association (WAM-WCCA) Joint Oversight Board. Vote was unanimous.

Ordinance 2024-01 Second Reading as Amended.

An Ordinance Amending Title 10, Chapter 14 Section 1.C Notice & Public Hearing. Council Member Shreve made a motion seconded by Council Member Tamblyn to approve amendments to Ordinance 2024-01. Vote was unanimous. Council Member Tamblyn made a motion seconded by Council Member Reiter to approve Ordinance 2024-01 on Second Reading as Amended. Vote was unanimous.

Ordinance 2024-02 Second Reading

An Ordinance Amending Title 9, Chapter 2 Section 3: Meeting with Planning, Zoning & Adjustment Board required before Building Permit Issued. Council Member Quick made a motion seconded by Council Member Swett to approve Ordinance 2024-02 on Second Reading. Vote was unanimous.

Mayor Hall adjourned the meeting at 7:56 p.m.

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, April 9, 2024

A Leadership Summit meeting of the Cody City Council was held in the Council Chambers at City Hall on April 9, 2024 starting at 5:30 p.m.

Present: Mayor Matt Hall, Council Members Andrew Quick, Emily Swett, Kelly Tamblyn, Don F. Shreve Jr., Barry Cook, City Administrator, Scott Kolpitcke, City Attorney and Cindy Baker, Administrative Services Officer.

Absent: Council Members Jerry Fritz and Lee Ann Reiter

Mayor Hall called the meeting to order at 5:30 p.m.

Leslie Brumage, Finance Officer discussed with the Governing Body the Wyoming Municipal Power Agency Adjusted Billing from WAPA Meter Error. Staff was directed to prepare a voucher for consideration at a future Council Meeting.

The Other Project presented an update relating to the Transportation Project. No action was taken.

The Governing Body discussed obligating ARPA funds for FY24 for the purchase of chips for Chip Sealing. Staff was directed to proceed with the Resolution and Budget Amendment for council consideration at a future meeting.

Phillip Bowman, Public Works Director discussed a request from Northwest Rural Water District relating to Temporary Connection to the City Treated Water Distribution System. Staff was provided with direction.

Phillip Bowman, Public Works Director provided the Governing Body an update on the Public Works Shop and Electric Shop.

Phillip Bowman, Public works Director provided recommendation from the Urban Systems & Traffic Committee relating to Cougar Ave. Staff was provided with direction.

There being no further discussion, the meeting adjourned at 6:47 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Report Criteria:
Invoice.Detail.Input date = 04/09/2024
Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice	Description	Invoice Date	Total Cost
3J TRUCKING LLC (133387)				
	1634	SNOW REMOVAL PARKING LOTS	03/25/2024	787.50
Total :				787.50
Total 3J TRUCKING LLC (133387):				787.50
ALTA PLUMBING (133463)				
	040224	REFUND ENCROACHMENT DEPOSIT	04/02/2024	150.00
Total :				150.00
Total ALTA PLUMBING (133463):				150.00
AMERICAN FAMILY LIFE ASSUR (550)				
	312234	AFLAC PREMIUM	04/09/2024	2,210.32
Total :				2,210.32
Total AMERICAN FAMILY LIFE ASSUR (550):				2,210.32
AMERICAN WELDING & GAS INC (128592)				
	10017466	CARBON DIOXIDE/CYLINDER RENTAL	03/31/2024	39.52
Total :				39.52
Total AMERICAN WELDING & GAS INC (128592):				39.52
ANIXTER INC (130622)				
	5718964-00	3 PH CAB. GROUND SLEEVES	04/03/2024	642.26
	5718964-00	3 PH CAB. GROUND SLEEVES	04/03/2024	1,284.52
	5718964-00	3 PH CAB. GROUND SLEEVES	04/03/2024	642.26
	5718964-00	3 PH CAB. GROUND SLEEVES	04/03/2024	1,284.52
	5953354-00	10' 3000 TANGENT X-ARMS	04/03/2024	2,186.30
	5988686-00	METER RINGS	04/03/2024	2,151.00
Total :				8,190.86
Total ANIXTER INC (130622):				8,190.86
AUTO PLUMBERS EXHAUST (130014)				
	11-7250	ELECTRIC PICKUP FLATBED AND BOXES	03/19/2024	7,750.00
Total :				7,750.00
Total AUTO PLUMBERS EXHAUST (130014):				7,750.00
BAGNELL, PAULETTE A (133196)				
	40424	RESTITUTION FROM MC-2301-012	04/04/2024	75.00
Total :				75.00
Total BAGNELL, PAULETTE A (133196):				75.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BAILEY ENTERPRISES INCORPORATED (130546)				
	8445950	Fuel	03/31/2024	141.80
	8445950	Fuel	03/31/2024	758.41
	8445950	Fuel	03/31/2024	237.08
	8445950	Fuel	03/31/2024	451.27
	8445950	Fuel	03/31/2024	3,279.64
	8445950	Fuel	03/31/2024	237.08
	8445950	Fuel	03/31/2024	118.54
	8445950	Fuel	03/31/2024	75.54
	8445950	Fuel	03/31/2024	339.96
	8445950	Fuel	03/31/2024	317.12
	8445950	Fuel	03/31/2024	147.17
	8445950	Fuel	03/31/2024	40.33
	8445950	Fuel	03/31/2024	84.63
	8445950	Fuel	03/31/2024	169.69
	8445950	Fuel	03/31/2024	20.63
	8445950	Fuel	03/31/2024	274.98-
	8445950	Fuel	03/31/2024	41.26
	8445950	Fuel	03/31/2024	2,707.67
	8445950	Fuel	03/31/2024	196.49
	8445950	Fuel	03/31/2024	1,826.07
	8445950	Fuel	03/31/2024	60.80
	8445950	Fuel	03/31/2024	4,261.76
	8445950	Fuel	03/31/2024	1,354.01
	8445950	Fuel	03/31/2024	498.77
	8445950	Fuel	03/31/2024	145.91
	8445950	Fuel	03/31/2024	220.07
	8445950	Fuel	03/31/2024	60.80
	8445950	Fuel	03/31/2024	309.93
	8445950	Fuel	03/31/2024	221.28
	8445950	Fuel	03/31/2024	60.80
	8445950	Fuel	03/31/2024	366.58
	8445950	Fuel	03/31/2024	110.46
	8445950	Fuel	03/31/2024	475.25
	8445950	Fuel	03/31/2024	52.62
	8445950	Fuel	03/31/2024	1,335.40
	8445950	Fuel	03/31/2024	1,014.38
Total :				21,464.22
Total BAILEY ENTERPRISES INCORPORATED (130546):				21,464.22
BATES, CHELSEA (132053)				
	04042024	REFUND CREDIT BALANCE	04/04/2024	10.52
	04042024	UTILITY DEPOSIT REFUND	04/04/2024	200.00
Total :				210.52
Total BATES, CHELSEA (132053):				210.52
BLACK HILLS GAS HOLDINGS LLC (132866)				
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	957.36
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	1,382.32
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	1,029.91
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	1,191.76
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	5,181.77
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	5,181.77
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	663.58

Secondary Name	Invoice	Description	Invoice Date	Total Cost
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	143.59
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	750.97
BLACK HILLS ENERGY	04042024	UTILITIES - BLACK HILLS ENERGY	04/04/2024	509.44
Total :				16,992.47
Total BLACK HILLS GAS HOLDINGS LLC (132866):				16,992.47
BORDER STATES INDUSTRIES INC (1420)				
	928020904	1/0 COPPER TOP	03/14/2024	22.08
	928020914	HYDRAULIC SAW	03/14/2024	1,749.48
Total :				1,771.56
Total BORDER STATES INDUSTRIES INC (1420):				1,771.56
C & C WELDING INC (1690)				
	25940N	SNOW PLOW FEET	03/08/2024	162.83
Total :				162.83
Total C & C WELDING INC (1690):				162.83
CENTERLINE SUPPLY INC (133462)				
	ORD0108964	SIGN OVERLAY AND BACKING MATERIALS	04/01/2024	3,152.75
Total :				3,152.75
Total CENTERLINE SUPPLY INC (133462):				3,152.75
CHARTER COMMUNICATIONS (133375)				
ATTN: JULIE BENDER	04022024	REFUND ENCROACHMENT DEPOSIT	04/02/2024	150.00
Total :				150.00
Total CHARTER COMMUNICATIONS (133375):				150.00
CODY TREE SURGERY (131773)				
	2378	CITY PARK TREE MAINTENANCE	03/07/2024	9,564.67
Total :				9,564.67
Total CODY TREE SURGERY (131773):				9,564.67
COLORADO ELECTRIC EDUCATIONAL INSTITUTE (130752)				
	2024-57	LEAD EL LINEMAN TRAINING	03/26/2024	1,400.00
	2024-71	LEAD EL LINEMAN TRAINING	03/27/2024	1,400.00
Total :				2,800.00
Total COLORADO ELECTRIC EDUCATIONAL INSTITUTE (130752):				2,800.00
COPENHAVER KITCHEN KOLPITCKE LLC (3140)				
	49818	Legal Services	04/01/2024	3,672.00
	49818	Legal Services	04/01/2024	429.90
	49818	Legal Services	04/01/2024	816.00
	49818	Legal Services	04/01/2024	816.00
	49818	Legal Services	04/01/2024	816.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	49818	Legal Services	04/01/2024	816.00
	49818	Legal Services	04/01/2024	816.00
Total :				8,181.90
Total COPENHAVER KITCHEN KOLPITCKE LLC (3140):				8,181.90
ELLIS, MARK E (131459)				
HTO CHEMICAL COMPANY LLC	2388	TEST STRIPS FOR BOILER AT AUDITORIUM	03/25/2024	169.35
Total :				169.35
Total ELLIS, MARK E (131459):				169.35
ENGINEERING ASSOCIATES (4140)				
	4403080	PROJECT 14111-04 WWTF PHASE 2	03/21/2024	563.92
	4403081	SURVEY TASK ORDER #1 - TREE STREET WATERLINE REPLACEMENT	03/21/2024	21,839.71
	4403121	ENGINEERING SERVICES - 2022 TREATED WATER MODELING	03/22/2024	1,986.84
	4403121	ENGINEERING SERVICES - 2024 TREATED WATER MODELING	03/22/2024	1,807.96
Total :				26,198.43
Total ENGINEERING ASSOCIATES (4140):				26,198.43
ENNIST III, ROBERT F (131798)				
BIG HORN FOOD SERVICES	5174	CLEANING SUPPLIES	04/05/2024	266.98
Total :				266.98
Total ENNIST III, ROBERT F (131798):				266.98
EVANS, ALLISON (133308)				
	40424	RESTITUTION CASE MC-2306-012	04/04/2024	35.00
Total :				35.00
Total EVANS, ALLISON (133308):				35.00
EXPRESS SERVICES INC (132433)				
	30508025	CONTRACT EMPLOYMENT SERVICES - SOLID WASTE	03/26/2024	1,199.20
	30535125	CONTRACT EMPLOYMENT SERVICES - SOLID WASTE	04/02/2024	1,199.20
Total :				2,398.40
Total EXPRESS SERVICES INC (132433):				2,398.40
FARLOW, IRENE (131831)				
DBA: CODY CAB LLC	4032024	TIPSY TAXI PROGRAM	04/03/2024	1,540.00
Total :				1,540.00
Total FARLOW, IRENE (131831):				1,540.00
FIRE DISTRICT #2 (131409)				
	BLD-0324-0015	808 MEADOW LANE AVE	03/18/2024	379.00
	BLD-0324-0020	701 EAST HANGAR ROW	03/27/2024	313.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
	BLD-0324-0024	1732 SHERIDAN AVE	03/27/2024	10.00
Total :				702.00
Total FIRE DISTRICT #2 (131409):				702.00
FIRE PROTECTION SERVICE CORPORATION (133049)				
MOUNTAIN ALARM SECURITY	4446345	ALARM SERVICE AND FOBS	03/08/2024	704.51
Total :				704.51
Total FIRE PROTECTION SERVICE CORPORATION (133049):				704.51
FLOYD'S TRUCK CENTER (132528)				
	X302067928:01	D01 SHIFT HANDLE	03/28/2024	67.42
Total :				67.42
Total FLOYD'S TRUCK CENTER (132528):				67.42
FRANCK, STEVEN (133111)				
OFF GRID INSPECTIONS	018	ELECTRICAL INSPECTION SERVICES MARCH 2024	04/02/2024	2,910.00
Total :				2,910.00
Total FRANCK, STEVEN (133111):				2,910.00
FREMONT AMERI-TECH EQUIPMENT CO (123053)				
AMERI-TECH EQUIPMENT CO	11023	150 ROLL OUT BINS	12/21/2023	15,525.00
Total :				15,525.00
Total FREMONT AMERI-TECH EQUIPMENT CO (123053):				15,525.00
FRY GRAVEL & EXCAVATION (133299)				
	04022024	REFUND ENCROACHMENT DEPOSIT	04/02/2024	150.00
Total :				150.00
Total FRY GRAVEL & EXCAVATION (133299):				150.00
GALLS PARENT HOLDINGS LLC (132576)				
GALLS LLC	027443066	NEW OFFICER UNIFORMS WITH HEMMING	03/22/2024	119.51
GALLS LLC	027462743	NEW OFFICER UNIFORMS WITH EMBROIDERY	03/25/2024	328.04
GALLS LLC	027474585	NEW OFFICER UNIFORMS WITH EMBROIDERY	03/26/2024	76.81
Total :				524.36
Total GALLS PARENT HOLDINGS LLC (132576):				524.36
GLOBE LIFE INC (133159)				
	1069761	CONTRIBUTIONS	04/09/2024	383.80
Total :				383.80
Total GLOBE LIFE INC (133159):				383.80

Secondary Name	Invoice	Description	Invoice Date	Total Cost
GORDON CONSTRUCTION (133388)				
	04022024	REFUND ENCROACHMENT DEPOSIT	04/02/2024	150.00
Total :				150.00
Total GORDON CONSTRUCTION (133388):				150.00
H.D. FOWLER CO INC (133358)				
	I6654832	100 KAMSTRUP METERS	03/28/2024	21,747.00
	I6662772	OPTIC PROGRAMMER FOR METERS	04/05/2024	325.00
Total :				22,072.00
Total H.D. FOWLER CO INC (133358):				22,072.00
HARRIS TRUCKING AND CONSTRUCTION CO. (4780)				
	04022024	REFUND ENCROACHMENT DEPOSIT	04/02/2024	150.00
Total :				150.00
Total HARRIS TRUCKING AND CONSTRUCTION CO. (4780):				150.00
HDR ENGINEERING INC (133080)				
	1200607807	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	04/02/2024	994.87
	1200607807	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	04/02/2024	1,057.05
	1200607807	AMENDMENT NO. 1 - PUBLIC WORKS SHOP ASSESSMENT	04/02/2024	1,057.05
	1200608027	PW SHOP NORTH LIFT STATION ASSESSMENT	04/03/2024	1,750.00
Total :				4,858.97
Total HDR ENGINEERING INC (133080):				4,858.97
HOLLINGER, DAVID (133465)				
	67539890	REC CENTER REFUND	04/05/2024	24.21
	67539891	REC CENTER REFUND	04/05/2024	24.21
Total :				48.42
Total HOLLINGER, DAVID (133465):				48.42
HUBER, WESLEY L (123442)				
EAGLE OF CODY PRINTING	32624	AP CHECKS	03/26/2024	304.00
Total :				304.00
Total HUBER, WESLEY L (123442):				304.00
IDEXX DISTRIBUTION INC (132908)				
	3148756306	LAB CHEMICALS AND SUPPLIES	03/26/2024	315.00
Total :				315.00
Total IDEXX DISTRIBUTION INC (132908):				315.00
JOHN ANDREW LLC (132867)				
KEELE SANITATION	54737	PORTABLE RESTROOM SERVICE FOR SHOP	03/26/2024	170.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
KEELE SANITATION	54764	PORTABLE RESTROOM SERVICE	03/26/2024	265.00
Total :				435.00
Total JOHN ANDREW LLC (132867):				435.00
LABAN HARVEST LLC (133169)				
DBA NO SPOT LEFT BEHIND	032024	CUSTODIAL SERVICES	03/31/2024	1,399.00
DBA NO SPOT LEFT BEHIND	032024	CUSTODIAL SERVICES	03/31/2024	1,999.50
DBA NO SPOT LEFT BEHIND	032024	CUSTODIAL SERVICES	03/31/2024	1,999.50
Total :				5,398.00
Total LABAN HARVEST LLC (133169):				5,398.00
LARGENT, LORI (133407)				
	04424	RESTITUTION FROM MC-2311-002	04/04/2024	200.00
Total :				200.00
Total LARGENT, LORI (133407):				200.00
LEISURE IN MONTANA INC (131545)				
	CRM0003910	RETURNED CHEMICAL BARRELS	03/29/2024	52.50-
	CRM0003910	RETURNED CHEMICAL BARRELS	03/29/2024	52.50-
	SAL31886-1	POOL CHEMICALS	03/31/2024	2,661.24
	SAL31886-1	POOL CHEMICALS	03/31/2024	2,661.24
	SAL31887-1	POOL CHEMICALS AND REAGENTS	03/27/2024	413.91
	SAL31887-1	POOL CHEMICALS AND REAGENTS	03/27/2024	413.91
	SAL31905-1	POOL CHEMICALS AND REAGENTS	03/28/2024	151.43
	SAL31905-1	POOL CHEMICALS AND REAGENTS	03/28/2024	151.44
Total :				6,348.17
Total LEISURE IN MONTANA INC (131545):				6,348.17
MSPS (127866)				
MOUNTAIN STATES PIPE & SUPPLY	INV28975	72 ITRONS	03/21/2024	7,230.55
Total :				7,230.55
Total MSPS (127866):				7,230.55
MYERS, JEFFREY DAVID (10830)				
WYOMING FIRE SAFETY LC	51136	ANNUAL HOOD INSPECTION	04/03/2024	250.00
Total :				250.00
Total MYERS, JEFFREY DAVID (10830):				250.00
NCPERS GROUP LIFE INS (125412)				
C/O MEMBER BENEFITS	4924	PREMIUM	04/09/2024	384.00
Total :				384.00
Total NCPERS GROUP LIFE INS (125412):				384.00

Secondary Name	Invoice	Description	Invoice Date	Total Cost
NICHOLSON, JIM (7270)				
NICHOLSON DIRT CONTRACTING	53.1003.10	HYDRANT METER DEPOSIT REFUND	04/02/2024	460.94
Total :				460.94
Total NICHOLSON, JIM (7270):				460.94
NORCO INC (128948)				
	40311919	BOTTLE RENTAL	03/31/2024	42.78
Total :				42.78
Total NORCO INC (128948):				42.78
NORTH AMERICAN RESCUE LLC (133468)				
	IN795123	COMBAT GAUZE FOR ACTIVE SHOOTER BAGS	04/04/2024	1,045.40
Total :				1,045.40
Total NORTH AMERICAN RESCUE LLC (133468):				1,045.40
NORTHWEST PIPE (7400)				
	7102197	PARTS FOR BLACKBURN VALVE RELOCATION	03/28/2024	2,458.12
	7102349	PARTS FOR BLACKBURN VALVE RELOCATION	03/28/2024	372.46
	CM797219	RETURNED PARTS	04/04/2024	599.98-
Total :				2,230.60
Total NORTHWEST PIPE (7400):				2,230.60
OFFICE SHOP INC (7440)				
	271694	COPIER CONTRACT - POLICE DEPARTMENT	03/27/2024	808.68
Total :				808.68
Total OFFICE SHOP INC (7440):				808.68
ONE-CALL OF WYOMING (127665)				
	70789	ONE - CALL FEES	04/05/2024	33.75
	70789	ONE - CALL FEES	04/05/2024	33.75
	70789	ONE - CALL FEES	04/05/2024	33.75
	70789	ONE - CALL FEES	04/05/2024	33.75
Total :				135.00
Total ONE-CALL OF WYOMING (127665):				135.00
PARK COUNTY (7670)				
	9247	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2024	4,510.05
	9247	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2024	751.68
	9247	LEC CONTRACT - DISPATCH LABOR COSTS	04/01/2024	19,794.12
	9247	LEC CONTRACT - TECHNOLOGY SERVICES	04/01/2024	3,250.00
	9247	LEC CONTRACT - INSIDE MAINTENANCE SUPPLIES	04/01/2024	854.60
	9247	LEC CONTRACT - INSIDE MAINTENANCE LABOR	04/01/2024	2,062.43
	9247	LEC CONTRACT - OUTSIDE MAINTENANCE CREDIT	04/01/2024	208.33-
	9247	LEC CONTRACT - BUILDING INSURANCE COSTS	04/01/2024	398.92
	9247	LEC CONTRACT - UTILITIES	04/01/2024	1,487.38

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				32,900.85
Total PARK COUNTY (7670):				32,900.85
PARK COUNTY LANDFILL (129053)				
	03312024	LANDFILL CHARGES - MAR 2024	03/31/2024	45,218.45
Total :				45,218.45
Total PARK COUNTY LANDFILL (129053):				45,218.45
PARK COUNTY SHERIFF (7740)				
	3312024	INCARCERATION - MAR 2024	03/31/2024	30.00
Total :				30.00
Total PARK COUNTY SHERIFF (7740):				30.00
PRINT INC (8090)				
POWELL TRIBUNE	03282024	VACANCY ADVERTISING	03/28/2024	96.00
POWELL TRIBUNE	03282024	VACANCY ADVERTISING	03/28/2024	144.00
POWELL TRIBUNE	03282024	VACANCY ADVERTISING	03/28/2024	144.00
POWELL TRIBUNE	03282024	VACANCY ADVERTISING	03/28/2024	64.00
POWELL TRIBUNE	03282024	VACANCY ADVERTISING	03/28/2024	64.00
POWELL TRIBUNE	03282024	VACANCY ADVERTISING	03/28/2024	64.00
Total :				576.00
Total PRINT INC (8090):				576.00
PROFORCE MARKETING INC (127755)				
PROFORCE LAW ENFORCEMENT	545037	DUTY PISTOL, AMMO, ACCESS REPLACEMENT CYCLE	03/20/2024	2,828.68
PROFORCE LAW ENFORCEMENT	545047	DUTY PISTOL, AMMO, ACCESS REPLACEMENT CYCLE	03/20/2024	1,779.67
Total :				4,608.35
Total PROFORCE MARKETING INC (127755):				4,608.35
PROVIDENT LIFE & ACCIDENT INS (128033)				
	4924	PREMIUMS	04/09/2024	23.40
Total :				23.40
Total PROVIDENT LIFE & ACCIDENT INS (128033):				23.40
QA BALANCE SERVICES INC (8245)				
	15258	CALIBRATION OF LAB EQUIPMENT	04/03/2024	864.00
Total :				864.00
Total QA BALANCE SERVICES INC (8245):				864.00
RDO EQUIPMENT CO (133459)				
	E00033R4	CONSTRUCTION FORKS	03/15/2024	6,898.51
	E00036R4	Front End Loader - Wheeled	03/22/2024	230,625.43

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				237,523.94
Total RDO EQUIPMENT CO (133459):				237,523.94
RIMROCK TIRE INC (8530)				
	2-240862	LOADER TIRE REPAIR	03/25/2024	180.74
Total :				180.74
Total RIMROCK TIRE INC (8530):				180.74
ROBERTSON, LESLIE (130816)				
	40424	RESTITUTION FROM MC-2208-010	04/04/2024	100.00
Total :				100.00
Total ROBERTSON, LESLIE (130816):				100.00
SABER PEST CONTROLL LLC (131183)				
	AUD186	PEST CONTROL - AUDITORIUM	04/02/2024	100.00
	CH186	PEST CONTROL - CITY HALL	04/02/2024	70.00
	E173	PEST CONTROL - ELECTRIC	04/01/2024	100.00
	P185	PEST CONTROL - PUBLIC WORKS SH	04/01/2024	60.00
	P185	PEST CONTROL - PUBLIC WORKS SH	04/01/2024	30.00
	P185	PEST CONTROL - PUBLIC WORKS SH	04/01/2024	30.00
	PR111	PEST CONTROL - PARKS SHOP	04/02/2024	80.00
	R184	PEST CONTROL - RECYCLING/SANITATION	04/03/2024	70.00
	REC186	PEST CONTROL - REC CENTER	04/02/2024	105.00
	REC186	PEST CONTROL - REC CENTER	04/02/2024	105.00
	W184	PEST CONTROL - WASTEWATER DEPT	04/03/2024	100.00
Total :				850.00
Total SABER PEST CONTROLL LLC (131183):				850.00
SHOSHONE MUNICIPAL PIPELINE (9130)				
	04012024	SMP WATER PURCHASE - MARCH 2024	04/01/2024	113,206.76
Total :				113,206.76
Total SHOSHONE MUNICIPAL PIPELINE (9130):				113,206.76
SIMONE, ARMAND J (132919)				
ARMAND'S BOBCAT SERVICE	1 A	STUMP GRINDING	03/26/2024	850.00
Total :				850.00
Total SIMONE, ARMAND J (132919):				850.00
SKAGGS COMPANIES (131474)				
	450_A_212976_1	BALLISTIC VEST NEW OFFICER	03/21/2024	854.85
Total :				854.85
Total SKAGGS COMPANIES (131474):				854.85

Secondary Name	Invoice	Description	Invoice Date	Total Cost
SUSIE, LAURIE (133461)				
	17.2365.17	UTILITY DEPOSIT REFUND	04/01/2024	337.22
Total :				337.22
Total SUSIE, LAURIE (133461):				337.22
SYSTEMS GRAPHICS INC (129162)				
ADVANCED INFO SYSTEMS	16416	OUTSOURCE BILLS	04/06/2024	31.50
ADVANCED INFO SYSTEMS	16416	OUTSOURCE BILLS	04/06/2024	199.50
ADVANCED INFO SYSTEMS	16416	OUTSOURCE BILLS	04/06/2024	178.50
ADVANCED INFO SYSTEMS	16416	OUTSOURCE BILLS	04/06/2024	178.50
ADVANCED INFO SYSTEMS	16416	OUTSOURCE BILLS	04/06/2024	231.00
ADVANCED INFO SYSTEMS	16416	OUTSOURCE BILLS	04/06/2024	231.00
ADVANCED INFO SYSTEMS	16417	OUTSOURCE BILLS	04/06/2024	15.14
ADVANCED INFO SYSTEMS	16417	OUTSOURCE BILLS	04/06/2024	95.91
ADVANCED INFO SYSTEMS	16417	OUTSOURCE BILLS	04/06/2024	85.81
ADVANCED INFO SYSTEMS	16417	OUTSOURCE BILLS	04/06/2024	85.81
ADVANCED INFO SYSTEMS	16417	OUTSOURCE BILLS	04/06/2024	111.05
ADVANCED INFO SYSTEMS	16417	OUTSOURCE BILLS	04/06/2024	111.06
ADVANCED INFO SYSTEMS	16421	OUTSOURCE BILLS	04/07/2024	9.08
ADVANCED INFO SYSTEMS	16421	OUTSOURCE BILLS	04/07/2024	57.53
ADVANCED INFO SYSTEMS	16421	OUTSOURCE BILLS	04/07/2024	51.47
ADVANCED INFO SYSTEMS	16421	OUTSOURCE BILLS	04/07/2024	51.47
ADVANCED INFO SYSTEMS	16421	OUTSOURCE BILLS	04/07/2024	66.61
ADVANCED INFO SYSTEMS	16421	OUTSOURCE BILLS	04/07/2024	66.63
Total :				1,857.57
Total SYSTEMS GRAPHICS INC (129162):				1,857.57
THOMSON REUTERS - WEST (128108)				
	849968633	CLEAR INVESTIGATIONS MONTHLY FEE	04/01/2024	188.92
Total :				188.92
Total THOMSON REUTERS - WEST (128108):				188.92
THORKILDSON, MADILYN (133464)				
	6.1850.46	UTILITY DEPOSIT REFUND	04/04/2024	117.69
Total :				117.69
Total THORKILDSON, MADILYN (133464):				117.69
TRIPLE A BUILDING SERVICES (133466)				
	04042024	REFUND CREDIT BALANCE	04/04/2024	191.85
Total :				191.85
Total TRIPLE A BUILDING SERVICES (133466):				191.85
TWO TOUGH GUYS SERVICES LLC (126515)				
	2237	DUMPSTER FOR CARPET REPLACEMENT	03/20/2024	616.02
Total :				616.02

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total TWO TOUGH GUYS SERVICES LLC (126515):				616.02
UNUM LIFE INSURANCE - LIFE (127935)				
	4924	PREMIUM	04/09/2024	983.87
Total :				983.87
Total UNUM LIFE INSURANCE - LIFE (127935):				983.87
US POSTMASTER (129112)				
	40824	2 MONTHS POSTAGE FOR UTILITY BILLING	04/08/2024	4,300.00
Total :				4,300.00
Total US POSTMASTER (129112):				4,300.00
WEST PARK HOSPITAL (10500)				
DBA CODY REGIONAL HEALTH	040124	DUI BLOOD DRAWS	04/01/2024	1,220.00
Total :				1,220.00
Total WEST PARK HOSPITAL (10500):				1,220.00
WRIGHT, AMANDA (133460)				
	15.1880.40	UTILITY DEPOSIT REFUND	03/29/2024	23.67
Total :				23.67
Total WRIGHT, AMANDA (133460):				23.67
WYOMING CHILD SUPPORT (132047)				
	4924	Garnishment Remittance # 227551	04/09/2024	439.04
Total :				439.04
Total WYOMING CHILD SUPPORT (132047):				439.04
WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670)				
WORKERS COMPENSATION DIV	41024	CONTRIBUTIONS	04/10/2024	10,817.77
WORKERS COMPENSATION DIV	41024	PD VOLUNTEERS	04/10/2024	22.46
WORKERS COMPENSATION DIV	41024	REC VOLUNTEERS	04/10/2024	185.33
Total :				11,025.56
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES (10670):				11,025.56
ZIVARO INC (131755)				
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	36.67
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	366.66
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	12.22
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	36.67
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	73.33
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	48.89
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	476.66
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	61.11
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	36.67
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	36.67
	IC0466897	EVAULT CLOUD DATA STORAGE	03/29/2024	36.65

Secondary Name	Invoice	Description	Invoice Date	Total Cost
Total :				1,222.20
Total ZIVARO INC (131755):				1,222.20
Grand Totals:				648,407.83
Payroll 04/07/24				328,051.22
Grand Total				976,459.05



City of Cody Agenda Request Form



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Please provide the following detailed information relating to your concern or request. **This form (and any relevant attachments) should be submitted in a timely manner, preferably at least 14 days prior to allow sufficient time for internal review. Untimely submission may result in the inability to be considered for approval.** Council packets are prepared in advance prior to Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full and return to City of Cody PO Box 2200 Cody, WY 82414 (Fax 307-527-6532),

Name of person to appear before the Council T.J. Clark and/ or Amy Landrus

Organization Represented Best of the Rockies Cody Horse Sale

Date you wish to appear before the Council April Meeting

Email Address amy@clarkmanagementinc.com Telephone _____

Names of all individuals who will speak on this topic TJ Clark and Or Amy Landrus/ Mike Darby

Event Title (if applicable) Best of the Rockies Cody Horse Sale

Date(s) of Event (if applicable) May 10th & May 11th, 2024

Location of Event (if applicable) Irma Hotel 12th street between Sheridan Ave & Beck Ave.

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) 26th Annual Best of the Rockies Cody Horse Sale

Closure requested Friday, May 10th at 8am thru Sunday, May 12th @ 9 am

Application sent for event insurance. Policy confirmation will be sent to City of Cody, prior to event dates

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

Signature Amy Landrus Date 4/2/2024

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Name of person to appear before the Council MIKE DARBY

Organization Represented IRMA

Date you wish to appear before the Council _____

E-Mail Address michaelsdarby@hotmail.com Telephone 303-884-8725

Names of all individuals who will speak on this topic ME

Event Title (if applicable) RODY HORSE SALE

Date(s) of Event (if applicable) 5/11/24

Location of Event (if applicable) 12TH STREET BETWEEN SHERIDAN + BECK

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

HORSE SALE

Open container + Catering permit-

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

Signature Michael S Darby Date 4/4/24

JP
4/3/24



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Name of person to appear before the Council Mike DABBY

Organization Represented IRMA HOTEL

Date you wish to appear before the Council APR 16TH 2024

Email Address MICHAEL SWARTZ hotelcool.com Telephone (307) 587-4221

Names of all individuals who will speak on this topic _____

Event Title (if applicable) MUSTANG RALLY

Date(s) of Event (if applicable) 5/23/24 @ 6:00pm - 5/26/24 @ 9:00 AM

Location of Event (if applicable) 12TH STREET Between sheridan & BECK

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

4TH Annual Mustang Rally to be held on
May 25th 2024. Expecting 50 Mustangs from
the region. They will be on display
on Friday the 24th and Saturday the 25th.
Rally features a Poker Run, Gymkhana & dancing
School.

Requesting Open Container and Catering Permit for Event as well as st closure

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

Signature Michael Swartz Date 4/3/24

MEETING DATE: APRIL 16, 2024
DEPARTMENT: ADMIN
PREPARED BY: CINDY BAKER, ASO
DEPT. DIR. APPROVAL: 4/4/2023
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT **2024 Street Closure Request for the** **July 2nd, 3rd and 4th Cody Stampede Parades**

BACKGROUND

The Cody Stampede Parade Committee is a group of local volunteers who direct and produce our annual 4th of July parades. The 2024 Committee is seeking authorization to hold the Cody Stampede Kiddies' Parade on Saturday, July 2, 2024, and the Stampede Parades on Sunday, July 3rd, and again on Monday July 4th 2024

SUMMARY

The Cody Stampede Parade Committee is requesting specific street closures to accommodate each parade.

Requested Street Closures for Kiddies' Parade on Tuesday, July 2, 2024

- Requesting that Sheridan Avenue be closed from 14th Street to 10th Street.
- With a closed "staging area" on 14th St and Rumsey.

Requested Street Closures for Stampede Parades on Wednesday and Thursday , July 3rd and 4th, 2024.

- Requesting that 8th Street be closed from Canyon Avenue to Sheridan Avenue.
- Requesting that 17th Street be closed from Alger Avenue to Sheridan Avenue.
- Requesting that Cody Avenue be closed from 8th Street to 10th Street
- Requesting that Sheridan Avenue be closed from 17th Street to 8th Street.

NOTE: A map depicting the parade routes and traffic plan is attached (refer to the below listed attachments).

Requested Hours of Closure for Kiddies' Parade on Tuesday, July 2, 2024

:

- The entire parade route will be shut down at 09:30 hrs.
- The parades will commence at 10:00 hrs.
- The parade route will remain closed until the last parade entry exits the parade route.

Requested Hours of Closure for Stampede Parades on Wednesday and Thursday, July 3rd and 4th, 2024.

- The entire parade route will be shut down at 08:45 hrs.
- The parades will commence at 09:30 hrs.

AGENDA ITEM NO. _____

- The parade route will remain closed until the last parade entry exits the parade route.

Additional Requests:

- The Stampede Parade Committee requests that vehicles left within the parade route after the closure of the streets be towed at the owner's expense.
- Street closures and traffic detours will be coordinated with the City of Cody Police Department and Streets Department.
- The Mayor is authorized to sign the WYDOT Application for Special Event Permit on behalf of the City of Cody.

FISCAL IMPACT

- Through City Sponsorship, the \$100.00 parade fee for each parade to be waived along with the other associated staffing and equipment costs in the amount determined and approved during the FY23-24 budget process.

ALTERNATIVES

None

RECOMMENDATION

Staff recommends approval of the request with the listed conditions;

- A designated member of the Cody Stampede Parade Committee will identify each entry to the parade that intends to discharge blanks munitions during the parade. The Committee member will provide each of those entries a copy of the Conditions letter for discharging firearms and obtain signatures agreeing to the conditions. The finalized document will be provided to the Chief of Police prior to the parades. (Attachment #3)
- A designated member of the Cody Stampede Parade Committee will provide City Streets Supervisor Rob Kramer with a list of Volunteers to assist with street closures along the parade route.

ATTACHMENTS

1. WYDOT Application for Special Event Permit
2. Parade Route and Traffic Plans
3. Conditions for Discharging Firearms in the City

AGENDA & SUMMARY REPORT TO:

Mack Frost, Stampede Board President

AGENDA ITEM NO. _____



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Name of person to appear before the Council Debbie Herman/Pres and Joe Bower/VP

Organization Represented Cody Stampede Parade Committee

Date you wish to appear before the Council 04-16-2024

Email Address wyo4hermans@gmail.com Telephone 3078994697

Names of all individuals who will speak on this topic Debbie Herman and Joe Bower

Event Title (if applicable) Cody Stampede Parades

Date(s) of Event (if applicable) July 2nd, 3rd and 4th.

Location of Event (if applicable) Sheridan Ave from 8th Street to 17th Street

Full description of topic to be discussed (include all relevant information including any street closures, times of event, any special requirements or request etc., attach additional sheet if necessary and map showing location of event where applicable) Seeking permission to produce the annual Cody Stampede Parades on July 2nd, 3rd, & 4th, 2023, on Sheridan Ave in Cody. The Kiddies' Parade July 2nd will close Sheridan Ave from 14th St to 10th St from 9:30AM to 10:30 AM and run from 10:00AM to approximately 10:30AM. The Stampede Parades July 3rd and 4th will close Sheridan Ave from 8th St to 17th St. from 9:00AM to approximately 11:30AM. The parade starts at 9:30AM and runs to about 11:30AM. Closures will be co-ordinated with the City of Cody Police Department and the Street Department. The parade committee will request volunteers to man barricades.

Which City employee(s) have you spoken to about this issue? Police Chief Stafford and Cindy Baker

Signature Debbie Herman Date 3-28-24



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Western Specialty Insurers, LLC 1116 Remington Plaza, Suite C Raymore MO 64083	CONTACT NAME: Kevin Shewmaker PHONE (A/C, No, Ext): (888) 866-3550 E-MAIL ADDRESS: kshewmaker@rodeoins.com FAX (A/C, No): (816) 623-5982																					
INSURED Cody Stampede Parade Committee Inc 1031 12th Street Cody WY 82414	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>SIG/EverSports</td><td></td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	SIG/EverSports		INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES **CERTIFICATE NUMBER:** CL2432826916 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	SI8ML00314-231	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000					
	MED EXP (Any one person) \$ 1,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPIOP AGG \$ 2,000,000
						\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Cody
PO Box 2200

Cody

WY 82414

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

APPLICATION

Event Name Cody Stampede Parades Event Date 07/02/24
Type of Event: Annual Parades on Sheridan Ave in Cody
Event Director or Organizer Stampede Parade Committee Telephone 307-899-4697
Address PO Box 2327, Cody WY 82414 Email wyo4hermans@gmail.com
Club Affiliation or Sponsor Cody Stampede Parade Committee Estimated Number of Participants 2000+

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

I (we) Cody Stampede Parade Committee hereby make application for a special permit upon the right-of-way of:

highway US 14-16-30 between milepost 8th St and milepost 17th St
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
highway _____ between milepost _____ and milepost _____
on July 2,3 and 4 2024 between 8:00AM and 11:30AM
Date Time Time

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

EVENT DESCRIPTION (Attach event map): Cody Stampede Parades

July 2nd: Kiddies Parade that runs east to west from 14th St to 10th St and Sheridan Ave.

July 3 & 4: Main parades run west to east from 8th St to 17th St on Sheridan Ave.

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

WYOMING DEPARTMENT OF TRANSPORTATION
Special Event Application

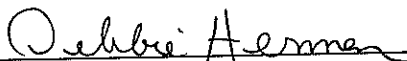
APPLICATION

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

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

Debbie Herman/President

Name (Please Print)



Signature

March 27, 2024

Date (Minimum of 60 days prior to event)

PO Box 2327

Address

Cody, WY 82414

City, State and Zip

307-899-4697

Telephone

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

Approved by city or town if applicable

On City Coun Agenda 4-16

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

POLICE DEPARTMENT
CITY OF CODY

To: Cody Stampede Parade Committee
Committee Members
1231 12th Street
Cody, Wyoming 82414

From: Jason Stafford, Chief of Police

Date: April 1, 2024

Subject: Conditions for Discharging Weapons in the City
Cody Stampede Parade Routes
July 2, 3, 4, 2023
720 Sheridan Ave.
Cody, WY. 82414.

Pursuant to City of Cody Code Section 5-4-1, the discharging of firearms in city limits is prohibited, except by permission of the chief of police or city council. This memorandum outlines the conditions which the Cody Stampede Parade Committee must follow in order for the chief of police and city council to grant permission to the Cody Stampede Parade Committee and any parade participants to discharge firearms during the parades on July 2, 3 and 4, 2024. The chief of police or his designee retains the right to revoke the permission granted to discharge firearms at any time.

The discharging of period firearms or firing of blanks by designated Parade Entries will only be permitted within the Parade route or during designated opening and closing ceremonies, on July 2, 3, 4, 2024.

- The designated Parade Entries will only use blank cartridge ammunitions produced by a reputable manufacturer or the use of period firearms loaded with black powder blank loads. To ensure spectator safety, participants shall comply with the manufacturer's recommended "Distance and Deflection" safety standards between muzzle blast and the actors and spectators.
- During the discharge of period firearms blank loads or blank cartridge ammunitions, all weapons shall be elevated and aimed upward above building skyline to ensure spectator safety.
- The Cody Stampede Parade Committee shall have each entry that will be discharging of period firearms blank loads or firing blank cartridge ammunitions designate a Safety Person responsible to oversee the safe handling, loading and discharging pursuant to the conditions subject to this approval.
 - Safety Persons will have experience working with the type of firearms being used, knowledge of their use, safe handling and safekeeping, and familiarity with the blank munitions being utilized.

- Safety Persons will be with the Parade Entry at all times during the display to monitor overall safety and will not be one of the persons discharging firearms in the parade.
- The Cody Stampede Parade Committee shall maintain a roster of all Parade Entries intending to
- discharge blank munitions. This shall include the names of each person discharging the firearms, and the designated safety person for each entry. The Cody Stampede Parade Committee will provide this roster to the Chief of Police or their designee prior to **June 24, 2024** and any revisions or changes to the list will be reported to the Chief of Police prior to the parade.
- The Cody Stampede Parade Committee shall advise every entry that will be handling, taking possession or discharging firearms pursuant to this conditional approval, shall be responsible for ensuring that the participants are not prohibited by State or Federal law from possessing or receiving firearms and ammunition.
- Pursuant to Ordinance 5-4-1 the Chief of Police or their designee has the authority to immediately suspend the previous permission granted to discharge firearms.
- Any complaints received about the discharge of weapons during the event will be forwarded by Cody Stampede Parade Committee to the office of the Chief of Police as soon as practical.

IT SHALL BE THE RESPONSIBILITY OF THE CODY STAMPEDE COMMITTEE AND THE PARTICIPANTS TO READ, UNDERSTAND AND COMPLY WITH THESE CONDITIONS, ANY RULES ADOPTED BY THE CODY STAMPEDE COMMITTEE, AND ANY OTHER CONDITIONS REQUIRED BY THE GOVERNING BODY OF THE CITY OF CODY. THE CODY STAMPEDE COMMITTEE SHALL ENSURE THEY CONDUCT THE PARADE IN A SAFE AND PRUDENT MANNER THAT PROTECTS THE PARTICIPANTS, SPECTATORS AND PEOPLE IN THE AREA OF THE PARADE. THE CITY OF CODY, THE CODY POLICE DEPARTMENT AND IT EMPLOYEES, AGENTS, REPRESENTATIVES AND OFFICIALS WILL NOT INSPECT, SUPERVISE OR OVERSEE THE FIREARMS, AMMUNITION, THE LOADING OF FIREARMS, OR ANY ASPECT OF THE PERFORMANCE OF THE PARADE.

Jason Stafford, Chief of Police

Date

Committee Member
Cody Stampede Parade Committee
(Or their Designee)

Date

DATE

Safety Person (Print name)

Safety Person (SIGNATURE)

DATE

Person Discharging Firearm
(Print name)

Person Discharging Firearm
(SIGNATURE)

DATE

Person Discharging Firearm
(Print name)

Person Discharging Firearm
(SIGNATURE)

DATE

Person Discharging Firearm
(Print name)

Person Discharging Firearm
(SIGNATURE)

DATE

Person Discharging Firearm
(Print name)

Person Discharging Firearm
(SIGNATURE)

DATE

Person Discharging Firearm
(Print name)

Person Discharging Firearm
(SIGNATURE)

DATE

Person Discharging Firearm
(Print name)

Person Discharging Firearm
(SIGNATURE)

MEETING DATE: APRIL 16, 2024
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES
PREPARED BY: MIKE FINK
PRESENTED BY: MIKE FINK

Mountain Alarm Fire Suppression Monitoring System Proposal and Contract

ACTION TO BE TAKEN

Authorize the Mayor to sign a proposal and contract with Mountain Alarm for the fire suppression monitoring system for the Cody Auditorium.

SUMMARY OF INFORMATION

In 2022 the City Council voted to move forward with the installation of a fire suppression system for the Cody Auditorium, Clubroom, Kitchen and basement.

The system has been installed and we need to install the monitoring system that will alert us if there are any issues with the system and ensure that everything is operating as designed.

This is a requirement from the Fire Marshal and state statutes in order for renters of the Auditorium and Clubroom to have any alcohol on the premises.

We currently have several City of Cody buildings that have monitoring systems from Mountain Alarm. These include the Recreation Center, City Hall, Draw Street and the Street Shop. The monitoring systems have been reliable.

A monitoring system is important to this facility because it will alert City of Cody staff, and the authorities if there are any issues with the fire suppression system.

In this facility, we have a system that is installed above the false ceiling of the Auditorium. As a staff we monitor the temperature above the ceiling with a temperature gauge. If we were to have a severe cold spell, and the temperature got to the point where the water in the suppression system froze, and eventually that line broke, we may not notice the leak until there was substantial damage done to the inside of the building.

The monitoring system would alert us right away that we had a leak.

FISCAL IMPACT

Installation of the System:

\$1,214.86

Monthly Charges:

\$58.00 each month

ALTERNATIVES

1. Enter into the proposal and contract with Mountain Alarm.
2. Deny the request.

ATTACHMENTS

Mountain Alarm Proposal and Contract.

AGENDA & SUMMARY REPORT TO

Mike Fink – Recreation, Aquatics and Public Facilities Superintendent, City of Cody



A Pye-Barker Fire & Safety Company

proposal

Prepared By:

Mountain Alarm - Billings
Eric Skramsted
Sales
3477 Mountain Pass Road
Billings, MT, 59102
406-861-7042
406-248-7698
eskramsted@mountainalarm.com

City of Cody - Cody Auditorium
1240 Beck Ave
Cody, WY 82414
Proposal 139683-1-0

Submitted: 1/22/2024

City of Cody
Mike Fink
(307)-250-4542
mfink@codywy.gov

1-888-349-3455 • MOUNTAINALARM.COM

SUPERIOR SOLUTIONS SINCE 1952

Fire alarm system on-site needs to be monitored, but the current Potter control panel CANNOT be monitored via phone line. This proposal is to install a Starlink commercial fire alarm communicator for transmission of all alarm signals. Once installation is finished, the system will be tested to ensure proper communication.

Previously, a monitoring agreement was signed and returned from the City of Cody for monitoring via phone line. A new monitoring agreement has been generated to cover the additional cost of the wireless Startlink monitoring. The new monthly amount is listed in this proposal. A new, separate monitoring agreement has been prepared and will need to be signed and returned with this proposal. Please sign and return the originals. Once signed and returned, the new agreement will supersede the original agreement.

Fire Alarm

QTY	Part #	Description
1	NAP-SLE-LTEVI-CFB	Commercial Fire Alarm Communicator Dual Path Cell/

Fire Alarm Subtotal \$1,214.86

Monitoring Services

Services: Monthly

Code	Description	Monthly Amt	Ext.Price
RMON	Monitoring	\$35.00	\$35.00
RMONCELL	Cellular Service	\$15.00	\$15.00
RMONTT-D	Timer Test-Daily (24hr)	\$08.00	\$8.00

System Investment

Total Proposal Amount \$1,214.86

Recurring Services Total Monthly \$58.00
Recurring Services Total Annually \$696.00

SYSTEM TOTAL

\$1,214.86

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Progress Billing will be applied to this proposal.

City of Cody

Company

Date

Mountain Alarm - Billings

Company

Date

Authorized Signature

Authorized Signature

Printed Name

Title

Printed Name

Title

(307)-250-4542

406-861-7042

406-248-7698

Phone

Fax

Phone

Fax

mfink@codywy.gov

eskramsted@mountainalarm.com

Email

Email

TERMS AND CONDITIONS

1. The information given is warranted to be true and given for the purpose of obtaining credit. The applicant consents to the opening of an account. I / We authorize Fire Protection Service Corporation to review the company credit history and/or personal information as may be required in connection with the credit line hereby applied for or any renewal or extension thereof and to the disclosure of any trade information concerning the undersigned to any credit reporting agency or to any person with whom the undersigned has or proposes to have financial relations.
2. In the event credit privileges are extended, I / We agree that Fire Protection Service Corporation may, in its discretion, increase the credit limit from time to time on this account without notice. I / We agree and understand that I / We are liable for the full amount of all invoices, regardless of whether they exceed the credit limits on this account.
3. In the event credit privileges are extended I/We hereby give authorization to Fire Protection Service Corporation and its subsidiaries to obtain my (our) Credit Report Information/Duns & Bradstreet (credit report) through a credit reporting company chosen by Fire Protection Service Corporation. Credit report information will be retained on file at Fire Protection Service Corporation and that information will not be disclosed to anyone without my prior written consent.
4. In the event credit privileges are extended, I / We agree to pay Fire Protection Service Corporation within seven days of My / Our receipt of payment from the owner, general contractor, sub-contractor, or other party from whom payment is received. This payment term suspends My / Our duty to pay for a reasonable period of time to allow Me / Us to receive payment. This payment term does not create a condition precedent to payment and does not shift the risk of non-payment to Fire Protection Service Corporation.
5. All invoices are due and payable at **P.O. Box 12487 Ogden, Utah 84403.**
6. I / We agree to pay interest charges on overdue accounts at the rate of 1.5% per month.
7. Merchandise will not be accepted for return unless authorized by Fire Protection Service Corporation by obtaining an "RMA" number from the branch.

8. **PROOF OF PURCHASE IS REQUIRED FOR ALL RETURNS**
9. Purchaser agrees to pay all costs of collection including state approved fees for all unpaid checks, substitute image documents, and/or credit or debit card transactions that are returned unpaid.
10. Should these terms not be honored on demand, and the matter placed in the hands of an attorney or collection agency, the undersigned shall pay all costs of collection, including reasonable attorney fees.
11. Pricing is valid for 7 days from the date proposal was submitted to contractor/customer.
12. Failure to comply with these Terms and Conditions may result in cancellation of credit privileges without notice.
13. In the event installation is canceled by customer and parts have been ordered, customer may be charged a 20% restocking fee.
14. In the event a scheduled appointment is missed and/or contractor (customer) are not ready for installation as scheduled, they may be subject to a minimum of \$150 trip charge and any additional fees incurred.
15. **I / WE AGREE THIS ACCOUNT WILL BE LITIGATED IN WEBER COUNTY, UTAH IF NEEDED.**

ALARM CONTACTS

account name City of Cody			
address 1240 Beck Ave			
suite/apt #	city Cody	state WY	zip 82414
premise phone #			
email			

ACCOUNT CODE WORD:

full access (12) _____

limited (11) _____

notify only (10) _____

*Full access account code word will
override individual pin authority level.

AUTHORITY LEVELS:

- "12" These individuals can sign/cancel contracts, change contacts, code words and/or **change any account information**.
- "11" These individuals can only take the system on/offline, cancel/abort alarms, and get event history.
- "10" These individuals are only notified of an alarm, they **cannot** change account information, cancel/abort alarms, take the system on/offline.
- ECV (enhanced call verification) – Contact individual before dispatching authorities (burglar alarms only)

Contact information can be updated online through your customer portal or faxed to – **801.627.6272** or emailed to - **service@mountainalarm.com**

1.	name	relation
	phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
	code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
	authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

2.	name	relation
	phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
	code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
	authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

3.	name	relation
	phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
	code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
	authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

4.	name	relation
	phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
	code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
	authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

5.	name	relation
	phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
	code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
	authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

6.	name	relation
	phone #	type <input type="checkbox"/> home <input type="checkbox"/> cell <input type="checkbox"/> work
	code word (individual PIN)	<input type="checkbox"/> ecv <input type="checkbox"/> keys
	authority level <input type="checkbox"/> full access(12) <input type="checkbox"/> limited(11) <input type="checkbox"/> notify only(10)	

For Office Use Only: Customer: _____ System: _____ Updated By: _____ Date: _____ Verified By: _____ Date: _____

Customer #	Site #	System #	Job #	Online Date
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428 W. Yellowstone • Cody, WY 82414
(307) 587-4233 • Fax (406) 248-7698
www.mountainalarm.com

COMMERCIAL ALARM SYSTEM AGREEMENT

Date _____

AGREEMENT between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation doing business as Mountain Alarm (Contractor), and the following described customer
Building Owner/Property Management

(Customer) _____ City of Cody

Billing Name and Address: City of Cody
PO Box 2200
Cody, WY 82414-2200

Service Name _____
and Address: Cody Auditorium
1240 Beck Ave 82414
Cody, WY 82414-3626

Email: mfink@codywy.gov

mfink@codywy.gov

Billing Telephone: 307-527-7511

Service Telephone: 307-250-4542

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below:

Billing ☐ Monthly ☒ Quarterly ☐ Semi-Annually ☐ Annually

Billing ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Monitoring/System

☒ Fire \$ 35.00

☐ Security \$ _____

☐ Video \$ _____

☐ Refuge \$ _____

☐ Elevator \$ _____

Alarm.com

<input type="checkbox"/> Signal Forward	\$ _____
<input type="checkbox"/> Commercial	\$ _____
<input type="checkbox"/> Commercial +	\$ _____
<input type="checkbox"/> Commercial Video 8	\$ _____
<input type="checkbox"/> Commercial Video 16	\$ _____
<input type="checkbox"/> Access Control	\$ _____
<input type="checkbox"/> Other	\$ _____

Services

<input type="checkbox"/> Supervised Opening & Closing	\$ _____
Reports - <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly	\$ _____
<input type="checkbox"/> Unsupervised Opening & Closing	\$ _____
Reports - <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly	\$ _____
<input type="checkbox"/> Web Access	\$ _____
Maintenance <input type="checkbox"/> Full <input type="checkbox"/> LO <input type="checkbox"/> PO	\$ _____
<input type="checkbox"/> Guard	\$ _____
<input type="checkbox"/> Alarm Permit	\$ _____
<input type="checkbox"/> Chat	\$ _____

Inspections

<input type="checkbox"/> Fire Alarm	\$ _____	<input type="checkbox"/> Fire Extinguishers	\$ _____
<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M		<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M	
<input type="checkbox"/> Sprinkler Inspection	\$ _____	<input type="checkbox"/> Smoke Detector Cleaning	\$ _____
<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M		<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M	
<input type="checkbox"/> Fire Pump Inspection	\$ _____	<input type="checkbox"/> EM/Exit Lighting	\$ _____
<input type="checkbox"/> Kitchen Hood Inspection	\$ _____	<input type="checkbox"/> Dry System/Antifreeze	\$ _____
<input type="checkbox"/> Backflow Inspection	\$ _____	<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M	
<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M		<input type="checkbox"/> Other:	\$ _____
<input type="checkbox"/> Fire Hydrants	\$ _____	<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M	
<input type="checkbox"/> Sensitivity Test	\$ _____		

Advanced Communication

☒ Cell \$15.00
Cell type Starlink
☐ AES \$
☐ Other \$
Other type

DMP

☐ DMP Cell \$ _____

☐ DMP VKP \$ _____

☐ Other _____ \$ _____

Access

☐ Managed ☐ Cloud ☐ Blue Key \$_____

Payment for Service: Customer agrees to pay Contractor \$ 58.00 per month for on-going monitoring, and/or other services indicated above, payable in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 24 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

ADDITIONAL TERMS AND CONDITIONS:

Limitation of Contractor's Liability. It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness, for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor shall be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$10,000.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization. IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 7:00 a.m. to 4:00 p.m. local time, Monday through Friday, holidays excluded.

THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE.

3. Entire Agreement. This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as Provided below.

4. Miscellaneous Charges and Increases in Charges. (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement.

(b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

(c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in line charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System.

(d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment.

(e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes.

(f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly.

(b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.

(d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.

(g) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.

(h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises.

(j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.

(c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.

(f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear to the System. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is, mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 7:00 a.m. and 4:00 p.m., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If Maintenance Agreement is not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the Customer for labor and / or material at Contractor's then prevailing rates.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.


(c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.

9. Assignment. This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

11. Remote Support. Contractor will provide remote support for equipment installed at Customer's premise using one of the following: (i) An equipment vendor's website which has secure remote access communication paths built in between the hardware and vendor support site. (ii) Remote access software installed, supported, and maintained by Customer on their computer network. Remote access credentials and support software will be supplied by the Customer at time of service request. This software will then be loaded by employees of the Contractor on company issued hardware that is following standard cybersecurity policies. The Customer accepts all legal cybersecurity risks and costs in relation to the remote access software. (iii) Software communicating over traditional phone lines to fire/security alarm panels.

Customer hereby acknowledges that he or she has read and understands this entire Agreement.

FIRE PROTECTION SERVICE CORPORATION

By  _____
 Title _____ Date _____

Signature _____
 Title _____ Date _____

Notes (Internal Office Use Only):

--



Matt Hall
MAYOR

Jerry Fritz
Andrew Quick
LeeAnn Reiter
Don F. Shreve Jr.
Emily Swett
Kelly Tamblyn
COUNCIL MEMBERS

Thomas P. Keegan
MUNICIPAL JUDGE

Barry A. Cook
CITY ADMINISTRATOR

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

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

April 16, 2024

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502

To Whom it May Concern:

The purpose of this letter is to provide notice that the City of Cody is not renewing the Master Services Agreement for the CivicRec software program effective June 30, 2024.

This letter serves as timely notification as required under the Master Services Agreement Paragraph 1 Term & Termination and Exhibit A.1 Statement of Work that the City of Cody is terminating the Agreement at the end of the current term, June 30, 2024.

Please indicate your acknowledgement of this notice by executing and returning a copy to finance@codywy.gov. If you have any questions regarding this letter please contact Mike Fink, Aquatics, Recreation, and Facilities Director at 307-527-3486.

Sincerely,

Matt Hall, Mayor
City of Cody

CivicPlus

Received and acknowledged this ____ day of _____, 2024.

Signature

Title



CITY OF CODY
WYOMING

Cindy Baker <cindyb@codywy.gov>

FW: Swapping High 'n Dry?

1 message

Susan Barnett <susanb@centerofthewest.org>

Mon, Apr 8, 2024 at 10:03 AM

To: "cindyb@codywy.gov" <cindyb@codywy.gov>, "Sue Simpson Gallagher (sue@simpsongallaghergallery.com)" <sue@simpsongallaghergallery.com>

Cc: Rebekah Childers <RebekahC@centerofthewest.org>

Dear Cindy,

Attached is the loan agreement for High 'n' Dry, currently on display at Bell Plaza. CPAC is also a signatory on the agreement and I am including CPAC chair Sue Simpson Gallagher in this communication as well as our registrar Rebekah Childers.

The museum has two copies of this sculpture and we would like to exchange the one at Bell Plaza for the one at the museum. We will take care of transportation, and in response to public comment, will turn the sculpture the other way when it is re-installed. Tentatively, the move would take place on April 16 or 17.

Since the title and ownership of the sculpture is unchanged, it is possible that the label will not need to be changed. I'll need to check to confirm. The loan is currently up for renewal and we will note the change in the new agreement, pending approvals.

Thank you for your help with approvals.

Best, Susan

Susan F Barnett

Margaret and Dick Scarlett Curator of Western
American Art

Whitney Western Art Museum

p: 307.578.4139

e: susanb@centerofthewest.org



Connecting people to the
stories of the American West

centerofthewest.org



CONFIDENTIAL NOTICE: This email message, including any attachments, is for the sole use of the intended recipients(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Rebekah Childers <RebekahC@centerofthewest.org>
Sent: Thursday, April 4, 2024 12:15 PM
To: Susan Barnett <susanb@centerofthewest.org>
Cc: Beverly Perkins <BeverlyP@centerofthewest.org>
Subject: RE: Swapping High 'n Dry?

We are responsible for all costs related to transportation. The city was responsible for costs of the pedestal.

The original agreement was signed by the Mayor (Matt Hall), Administrative Services Officer (Cynthia Baker), Chairperson of the Cody Public Art Committee (Cynthia [?]) and our Director.

So likely you should speak to the current CPAC Chairperson, and perhaps the Admin Services Officer, which appears to still be Cindy Baker (cindyb@codywy.gov or 307-527-3463).

Rebekah Childers

Registrar

pronouns: she/her/hers

p: 307.578.4024

e: rebekahc@centerofthewest.org

Sample/Draft

LOAN AGREEMENT FOR
CODY PUBLIC ART
(LOAN FROM MUSEUM OR
NON-ARTIST)

THIS AGREEMENT is made and entered into between Buffalo Bill Memorial Association, a Wyoming non-profit corporation, d/b/a Buffalo Bill Center of the West, (hereinafter the CENTER), and the CITY OF CODY, WYOMING, a municipal corporation (hereinafter CITY), and the Cody Public Art Committee (hereinafter CPAC), a Committee appointed by the Governing Body of the City of Cody. The Agreement is entered into as of the date last signed by the parties below.

RECITALS

- A. The CITY, working through CPAC, wishes to display artwork on property owned by CITY as part of its Cody Public Art Program;
- B. The CENTER is willing to loan artwork to CITY for display on CITY property. The artwork which the CENTER is willing to loan to CITY for display is described on the attached Exhibit "A" to this AGREEMENT.
- C. The parties wish to memorialize the terms and conditions of the loan in this AGREEMENT.

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

1. LOAN: The CENTER shall lend to CITY the artwork described on

the attached Exhibit "A", for the purpose of displaying the artwork on CITY property. CITY shall display the artwork for the period beginning April 16, 2019, and ending April 16, 2024 (hereinafter the Exhibition Period).

2024

2025

2. In consideration of the CENTER loaning the above described artwork to the CITY, the CITY shall display a freestanding sign, plaque or other display, as the parties may agree, which states that the artwork is on loan from the CENTER, as described in paragraph 4 below.

3. CENTER'S ASSURANCES: As part of this agreement, the CENTER represents, promises and covenants the following:

a. The CENTER possesses all right, title and authority to loan the artwork to the CITY, and the CENTER is not violating any copyright, agreement, contract, encumbrance, or covenant by entering into this AGREEMENT. CENTER shall indemnify and hold harmless the CITY from and against any and all claims of copyright infringement, or any other claims against CITY arising from CITY's display of the artwork described above, or arising out of this Agreement. The CENTER grants to the CITY a license to photograph the artwork for purposes of advertising and promoting the display of OWNER'S artwork, without additional compensation to the CENTER.

b. The artwork the CENTER will loan to CITY shall be soundly and

professionally constructed of durable materials, suitable for outdoor exhibition, and the CENTER represents the artwork as such.

c. The CENTER shall cooperate with and assist CITY to ensure a safe and secure presentation upon a concrete pedestal, unless the parties mutually agree upon another material for the pedestal in advance of delivery of the artwork to the site. At least two weeks prior to installation of the artwork, the CENTER must provide CITY with precise and exact dimensions of the artwork, and the CENTER must also provide a template of the artwork attachments points. CITY shall have the final determination as to the location of the artwork. CITY reserves the right to refuse to accept or display the artwork if it determines that the artwork is in poor or unsatisfactory condition; is unsuitable for display; presents safety risks to the public; unreasonably obstructs or impedes pedestrian traffic; or if the artwork differs in a material way from the description on Exhibit "A".

d. TRANSPORTATION: The CENTER shall be responsible for all costs, expenses and fees related to the transportation of the artwork to and from the site where it will be displayed in Cody. All risk of loss during transportation shall be borne by the CENTER.

e. The CENTER warrants all parts and workmanship for the artwork

during the period for the display described above, and the CENTER shall replace any defective parts, and replace or re-work any defective craftsmanship in a timely manner at the CENTER'S expense.

f. No later than thirty (30) days after the end of the Exhibition Period, or if either party terminates this contract, then within thirty (30) days after the date the contract is terminated, the CENTER will remove the artwork at the CENTER'S expense. If the CENTER fails to remove the artwork within forty-five days (45) days of the end of the Exhibition Period or the termination of the contract (whichever occurs first), then the artwork shall be deemed abandoned, and the CENTER agrees and consents that CITY shall become the owner of the artwork, and the CENTER waives any and all rights and claims to the artwork, including, but not limited to any copyright, property right and royalty rights.

4. CITY'S ASSURANCES: CITY agrees, and covenants as follows:

a. CITY shall pay for the cost of the pedestal on which the CENTER'S artwork will be displayed. Design of the pedestal will be mutually agreed upon by the CITY and the CENTER.

b. CITY shall display a plaque, sign or other display showing the title of the artwork, the medium and the artist's name. The sign shall not be affixed to the artwork. The sign shall also state that the artwork is on loan

from the Buffalo Bill Center of the West and provide such other information about the CENTER that the parties may agree.

c. Any repairs to the artwork shall be the responsibility of the CENTER. CITY shall not be responsible for ordinary wear and tear, and for weathering. If the artwork is bronze, the CENTER shall cold wax the artwork following installation of the artwork on CITY property. The CITY will not provide any repairs to the artwork or alter it in any way. If damage or vandalism occurs, The CITY will notify the CENTER immediately.

d. The CITY will not use the artwork as a fountain and will not install any water features in or around the artwork.

e. The CITY shall pay for any costs incurred to restore the site of the artwork to its original condition prior to installation of the CENTER'S artwork.

f. The CITY acknowledges that the artwork listed on Exhibit A is not for sale.

5. INDEPENDENT CONTRACTOR: The CENTER is not an employee of CITY. CITY shall not control the means, methods or techniques the CENTER uses to provide the artwork. The CENTER shall be solely responsible for payment of any and all taxes due on compensation that the CENTER receives, and the CENTER shall be responsible for payment of all employees, laborers and contractors which the CENTER employs.

6. **INSURANCE:** The CENTER will maintain insurance coverage on the artwork for the duration of the loan to The CITY and CPAC and while exhibited on CITY property.

7. **TERMINATION:** Either party may terminate this Agreement at any time, with or without cause, by giving written notice to the other party. No modifications may be made to this Agreement except by a written instrument approved and signed by both parties.

8. **INDEMNIFICATION:** The CENTER hereby agrees to indemnify and hold harmless CITY for any and all property damage, losses, injuries and damages of any kind arising out of the CENTER'S negligent, reckless, willful or intentional acts, errors and omissions, (hereinafter ACTS), including but not limited to ACTS of any and all agents, representatives, employees, contractors, laborers and others employed by, supervised by or working on behalf of the CENTER. This indemnification obligation shall include any and all monetary losses, judgments, settlements, costs, fees (including but not limited to attorney's fees) incurred by CITY as a result of or associated with the CENTER'S ACTS.

9. **IMMUNITY:** By entering into this agreement, CITY does not waive its governmental immunity and does not waive the defenses and limitations provided under Wyoming law, including but not limited to the Wyoming Constitution, and the Wyoming Governmental Claims Act.

Object - Art Appraisal Date

ct ID	Object Name.Term	Made.Term	Title	Current Valuation.Value Max	Current Valuation.Value Min	Current Valuation.Date
1.6	Sculpture	Kelsey, T.D.	High 'n Dry	75,000.00	75,000.00	2003

AGENDA ITEM SUMMARY REPORT

PandaDoc Contract Management Software Agreement

ACTION TO BE TAKEN:

Authorize the Mayor to sign the Master Services Agreement with PandaDoc for contract management software contingent upon City Attorney approval.

SUMMARY OF INFORMATION

One of the Finance Department's goals for this year is to develop an internal process for ensuring adequate internal controls for managing contracts and implementing a contract lifecycle management software program.

The City currently has over 300 contracts with various individuals, entities, and other government agencies for a variety of purposes. It has been very difficult to keep up with all the components of managing these contracts using the paper file and tracking system we use. The benefits of implementing a contract management system include:

- Facilitate streamlined communication and collaboration between the parties involved, avoiding multiple emails and contract versions going between parties.
- Automate tracking and compliance processes to ensure deadlines, renewal dates, and termination requirements are met.
- Create an electronic depository for the City's contracts for easy access and updates.
- Ensure fully executed contracts are obtained and accounted for in a centralized system.

Finance staff participated in several software demonstrations over the past three months and found that the PandaDoc software program best fits the needs of the City for this project. The features available in this program include:

- Dynamic contracts using master templates.
- Smart content to populate legal language based on our criteria.
- Multi-person collaboration for editing and commenting.
- Advanced automated workflows with custom approvals.
- Legally binding electronic signatures compliant with E-Signature technology.
- Automatic audit trail to track when contracts were opened, viewed, edited, and e-signed.
- Version tracking so all edits and comments can be easily followed through the contract's lifecycle.
- Recipient verification to provide an extra layer of security.
- Automatic custom alerts and notifications of important tasks and deadlines.

FISCAL IMPACT

The total first-year cost of \$10,119 for the software program includes an annual fee of \$8,520 and a one-time set up fee of \$1,599. PandaDoc is offering the City free access to the program upon contract signing through the end of June with no payment due until July 2024, which represents an approximate \$900 value.

ATTACHMENTS

1. Draft Master Service Agreement

Master Services Agreement

[Revenues by Source](#) edit

This Master Services Agreement ("Agreement") is made as of _____ (the "Effective Date") by and between PandaDoc, Inc. with an address at 3739 Balboa St. #1083, San Francisco, CA 94121 ("PandaDoc"), and _____, with a business address at _____ ("Customer").

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Services

1.1 The following terms and conditions govern all access and use of PandaDoc's website and all content, services and products available at or through the website, including, but not limited to, electronic signature services, online uploads, display, delivery, acknowledgment, and storage services for documents and electronic contracts (collectively, the "Website Services"). PandaDoc shall perform the professional services set forth in any duly executed Proposal ("Professional Services"), as applicable. The Website Services and Professional Services shall collectively be referred to herein as the "Services".

1.2 Customer is engaging PandaDoc to provide the Services as described in the relevant proposal(s) under this Agreement (each, a "Proposal") and/or as further described herein. The Customer explicitly indicates and accepts that the Services are for professional use only and that this is a business transaction to which consumer rules do not apply. Neither party will have any obligation with respect to any draft Proposal unless and until it is fully executed (signed by both parties). PandaDoc makes no promises or representations whatsoever as to an increase in the amount of business Customer can expect as a result of using the Services. Except as otherwise provided herein, if any of the terms and/or conditions of this Agreement conflict with any of the terms and/or conditions of any Proposal, the terms and/or conditions of such Proposal will control solely with respect to the Services covered under such Proposal, unless the Proposal explicitly states that it is intended to modify the conflicting terms of this Agreement.

1.3 Subject to Customer purchasing the right to access and/or use the Services and using such Services in accordance with the terms and conditions set forth herein and in the applicable Proposal, PandaDoc grants to Customer a limited, worldwide, non-sublicensable, non-exclusive, non-transferable license to access and/or use the Services by the quantity of Users (and/or up to the number of Users) during the term set forth in the applicable Proposal in accordance with said Proposal(s), the terms and conditions set forth herein, and any documentation provided by PandaDoc as it relates to the Services (the "Documentation"). Holistically, this shall be referred to as the "Subscription," and said Subscription is not for resale or further distribution, unless otherwise agreed to by the parties in writing. "Users" means Customer's employees, representatives, consultants, contractors, partners, Affiliates or agents who are authorized by Customer to access and use the Services. "Affiliate" of a Party means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such Party. For purposes of this definition, the "control" of an entity means the direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such entity. The Subscription is limited to the number of Users as set forth in the applicable Proposal for the Subscription term. Except as otherwise explicitly provided herein or in any Proposal, or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize any User or third party to: (i) modify, and/or make derivative works of, disassemble, reverse compile and/or reverse engineer any part of the Services, or reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Services or any other compiled software provided or made available by PandaDoc hereunder; (ii) copy, reproduce, distribute, republish, download, disclose, encumber, time-share, license, sell, display, post and/or transmit any part of the Services in any form and/or by any means use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, sell, assign, rent, lease, or transfer any Services, any portion thereof, or any of Customer's rights thereto; (iii) frame and/or utilize framing techniques to enclose any trademark, logo, and/or other portion of the Services (including images, text, page layout, and/or form); (iv) use any metatags and/or other "hidden text" using PandaDoc's name and/or trademarks; (v) use any manual and/or

automated software, devices and/or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” and/or download data from any pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such); (vi) use and/or access the Services in order to build a similar and/or competitive website, product, and/or service; (vii) remove, obliterate, or cancel from view any copyright, trademark, or other proprietary or confidentiality notice or legend appearing on or in the Services or any materials provided or made available by PandaDoc hereunder, or fail to reproduce any such notice or legend on any copy made of any such materials; (viii) intentionally hold PandaDoc and/or their employees and/or directors up to public scorn, ridicule and/or defamation in relation to the Services; (ix) promote and/or provide information about illegal activities and/or harm and/or injury to any group, individual, institution and/or property using and/or in relation to the Services; (x) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Service, PandaDoc's business operations or other customer; (xi) run any form of auto-responder and/or “spam” on the Services or use the Services to otherwise send “spam” to any third-party; (xii) use the Services in any unlawful way or for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided; (xiii) circumvent or disable any security or technological features or measures of the Services; and/or (xiv) use the Services to conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, or unsolicited e-mail or multi-level marketing campaigns. Any rights not expressly granted herein are reserved by PandaDoc.

1.4 Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that adversely affects the Services such as, without limitation (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, (ii) facilitates illegal activity; (iii) causes damage or injury to any person or property; and/or (iv) is in violation of the terms and conditions of this Agreement. “Virus” means any thing or device (including without limitation any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise) and/or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.5 Customer shall ensure that its network and systems comply with the relevant specifications provided by PandaDoc from time to time and shall provide PandaDoc with information as may be required by PandaDoc in order to render the Services. Customer is responsible for obtaining, maintaining, and supporting all Internet access, computer hardware, and other equipment and services needed for it to access and/or use the Services. The Customer will determine the access controls for its authorized Users and will be responsible for activity occurring under Customer's account, including without limitation compliance with this Agreement. Customer agrees to use commercially reasonable efforts to prevent unauthorized access to, and/or use of the Services and notify PandaDoc in writing promptly, but no later than forty-eight (48) hours, of any unauthorized use of Customer's account and/or any other known breach of security. Customer agrees to receive marketing materials or other documentation from PandaDoc.

1.6 Notwithstanding anything herein to the contrary, PandaDoc reserves the right, without liability to the Customer, to disable or suspend the Customer's access to the Services in the event: (i) of any breach or anticipated breach of this Section 1; (ii) Customer or its Users use of the Services disrupts or poses a security risk to the Services or any other customer, may harm PandaDoc's systems, or any provider of any third-party services, or may subject PandaDoc or any third-party to liability; (iii) Customer or its authorized Users are using the Services for fraudulent or illegal activities; or (iv) PandaDoc's continued provision of any of the Services to the Customer is prohibited by applicable law.

1.7 If Customer receives access to the Services or Services features on a free or trial basis or as an alpha, beta or early access offering (“Trials and Betas”), use is permitted only for Customer's internal evaluation until the earlier of (i) the end of the free trial period for which Customer registered to use the applicable Service(s); (ii) the start date of any purchased subscriptions ordered by Customer for such Service(s); or (iii) termination by PandaDoc in its sole discretion. Trials and Betas are optional and either party may cease Trials and Betas at any time for any reason upon written notice. Trials and Betas may be inoperable, incomplete or include features that PandaDoc may never release, and their features and performance information are PandaDoc's Confidential Information. Notwithstanding anything herein to the contrary, whether Customer chooses to use the Trials and Betas is completely within Customer's control. If Customer chooses to use Trials and Betas, Customer understands and agree that Trials and Betas are made

available on an “AS IS,” and “AS AVAILABLE” basis and that PandaDoc provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed US\$50. PANDADOC DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE TRIALS AND BETAS WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE TRIALS AND BETAS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR (C) USAGE DATA PROVIDED DURING THE USE OF THE TRIALS AND BETAS WILL BE ACCURATE.

2. Users

Customer and its Users are responsible for maintaining the security of their accounts, and Customer is fully responsible for all activities, damage and/or misconduct that occur under their account and by their Users. Customer represents and warrants that its Users of the Services will abide by the terms and conditions of this Agreement and Customer acknowledges and agrees that it shall be fully responsible for any User's breach of this Agreement. To obtain access to the Services, Customer shall provide each User of the Services a unique user ID. When registering a User, each User must provide accurate information, and promptly update all registration information to keep it accurate, current and complete. Only the User associated with a particular user ID may use that user ID to access or use the Services. Customer may deactivate and reallocate logons or user IDs for the Services to different individual Users, as reasonably necessary. Customer is responsible for the management and administration of user IDs (and any associated passwords and access privileges) to or for the use of the Services, in accordance with this Agreement. Customer shall strictly maintain the confidentiality of all such user IDs and passwords, and Customer is solely responsible and liable for all transactions, activities, and other consequences resulting from its use or disclosure of such logons, user IDs and passwords. Customer shall promptly report to PandaDoc any breach of confidentiality with respect to such user IDs, passwords, or the Service, or any other problem with the Service, of which Customer becomes aware. In no event shall Customer allow the Services to be accessed or used by a third-party other than Customer and its authorized Users. PandaDoc reserves the right to refuse use and/or access of such Services by any individual party other than Customer and its authorized Users. Customer shall be liable for all acts and/or omissions of its Users that access and/or use the Service.

3. User Content

3.1 The content that Customer and/or its Users uploads to the Website Services, including without limitation document layouts, source code, pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, Personal Data or other similar term, messages, e-mail and other communications, files, texts, fonts, opinions, ideas, personalization settings and other information and/or content, is defined collectively as “User Content” and Customer shall be liable for the accuracy, quality, integrity and legality of such User Content and of the means by which its Users access and use the User Content. Customer hereby grants PandaDoc a worldwide, irrevocable, fully paid, non-exclusive right and license to reproduce, distribute and display the User Content solely to the extent necessary to provide the Services to Customer, and allows PandaDoc to use Customer's name and logo for PandaDoc's marketing purposes. Customer represents and warrants that Customer owns all User Content or that Customer has permission from the rightful owner to use each of the elements of User Content, and that Customer has all rights necessary for PandaDoc to use the User Content in connection with providing the Services. Customer and its licensors retain title, all ownership rights, and all Intellectual Property (as defined in Section 4, in and to the User Content and reserves all rights not expressly granted to PandaDoc hereunder. Notwithstanding anything herein to the contrary, PandaDoc may process aggregated, anonymized data that cannot identify any person and that is derived from and/or created through the use of the Services by Customer and/or its Users.

3.2 Customer agrees that it will not knowingly upload any User Content that: (i) is unlawful or promotes unlawful activities; (ii) defames, harasses, abuses, threatens and/or incites violence towards any individual and/or group; (iii) is pornographic, discriminatory and/or otherwise victimizes and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability; (iv) is spam, is machine-generated or randomly-generated, constitutes unauthorized and/or unsolicited advertising, chain letters, any other form of unauthorized solicitation, and/or any form of lottery and/or gambling; (v) contains and/or installs any viruses, worms, malware, Trojan horses, and/or other content that is designed and/or intended to disrupt, damage and/or limit the functioning of any software, hardware and/or telecommunications equipment and/or to damage or obtain unauthorized access to any data and/or other information of any third party; (vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity and/or other rights; (vii) impersonates any person and/or entity, including any of PandaDoc's employees and/or representatives; (viii) contains payment card data,

including credit or debit card data; and/or (ix) violates the privacy of any third party or PandaDoc employee and/or representative.

3.3 PandaDoc may, but shall not be obliged to, review, either by manual or automated means, all User Content which is or may be uploaded on this site and monitor and/or review any areas of this site where Users transmit and/or post communications and/or communicate with each other and/or PandaDoc (as applicable). PandaDoc retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any User Content, without notification, which breaches this Agreement. Such retained right shall be interpreted as coming under Customer's documented instruction for the processing of Personal Data. PandaDoc retains the right to co-operate with any law enforcement authorities, or in response to court and other official requests directing that PandaDoc disclose the identity of anyone posting User Content.

3.4 Customer acknowledges and agrees that PandaDoc utilizes third-party service providers to host and provide the Services, and to store User Content. The protection of such User Content will be in accordance with that third-party's safeguards for the protection of the security, confidentiality, and integrity of the User's data. Customer is responsible for properly configuring and using the Services, and taking appropriate steps to maintain security, protection, and backup of any User Content. PandaDoc is not responsible for any unauthorized access to, alteration of, and/or the deletion, destruction, damage, loss and/or failure to store any of, User Content and/or other information that Customer and/or its Users submits and/or uses in connection with the Services (including without limitation as a result of Customer errors, acts or omissions).

4. Ownership

PandaDoc retains rights, title, interest and ownership of, and all Intellectual Property and proprietary rights with respect to the Services, and any other materials provided or made available to Customer by PandaDoc hereunder. "Intellectual Property" means all intellectual property including without limitation all patents, inventions, trademarks, service marks, service name, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights, database rights, and any other intellectual property or proprietary right in any jurisdiction, including any and all applications, registrations and rights of registration, reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions with respect thereto, any causes of action related to any violation, infringement or misappropriation thereof, and any income, royalties, damages and payments due or payable with respect thereto. Except for the rights expressly granted to Customer in this Agreement, all such Services and other materials that are provided or made available by PandaDoc to Customer, all modifications, compilations, and derivative works thereof, and all Intellectual Property and proprietary rights pertaining thereto, are and shall remain the property of PandaDoc and its respective licensors. Notwithstanding the foregoing, Customer may submit comments, questions, ideas or other information to PandaDoc related to its Services ("Feedback"). PandaDoc may in connection with any of its Services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction (and to the extent any rights of ownership in any such materials, works and/or rights might, for any reason, otherwise vest in Customer, Customer hereby assigns such ownership rights to PandaDoc).

5. Disclaimer of Liability

5.1 Except to the extent caused by any act, error or omission of PandaDoc, PandaDoc disclaims all liability relating to any User Content, including any error, virus, defamation, libel, obscenity and/or inaccuracy contained in any User Content, whether or not arising under the laws of copyright, libel, privacy and/or otherwise. PandaDoc disclaims all liability for unauthorized use (by other users) of User Content, and disclaims (without limitation) all liability for use of User Content which infringes any copyright, trademark rights and/or other intellectual property rights of any other user and/or person. Except to the extent caused by any act, error or omission of PandaDoc, Customer is solely responsible for any damage resulting from use (or submission) of any User Content to the Website Services (including disputes and incidents described in the preceding sections) and related transactions or occurrences. PandaDoc shall have no responsibility for unauthorized access to Customer or any User account, or automatic forwarding of messages and/or viruses (caused by viruses or otherwise).

5.2 PandaDoc subscription plans include document generation and document electronic signatures by Users through the user interface (non-programmatic) in accordance with Customer's paid subscription. PandaDoc encourages customers to make full use of features and electronic signature services in order to understand how PandaDoc can benefit their business. However, PandaDoc reserves the right to prevent or stop Customer or its User(s) use of the Services that exceeds the programmatic account plan features usage allowance included in their account

plan, or that appears to be abusive, puts the platform at risk or is unduly burdensome to the PandaDoc platform. Programmatic account plan features include, without limitation, API, bulk send, template embed, eForms, document automations, and some integrations such as Zapier. For more information on how this policy applies to Customer's service plan, please contact customer support.

5.3 The Services may integrate with and/or provide links to various optional third-party products and/or services ("Linked Sites") that may be of interest to Customer and are for Customer's convenience only. PandaDoc does not control and/or endorse such Linked Sites and is neither responsible for their content nor is responsible for the accuracy and/or reliability of any information, data, opinions, advice and/or statements contained within such Linked Sites. Customer will need to make its own independent judgment regarding Customer's interaction with Linked Sites at Customer's own risk. PandaDoc encourages Customer to be aware when a User leaves the Services and to read the terms and conditions and privacy policy of each Linked Site that a User visits. PandaDoc reserves the right to terminate any link and/or linking program at any time in its sole and absolute discretion. PandaDoc disclaims all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials and/or information contained on such Linked Sites.

6. Fees

6.1 In consideration of the performance of the Services, Customer agrees to pay PandaDoc, in full, the fees set forth in the applicable Proposal, and all fees for any applicable add-on services (such as payments and Onboarding and Implementation Services), as Customer may elect to use from time to time ("Fees"). All additional licenses and add-on services (as defined in the Proposal) added during the Proposal term will be added for the remainder of the Proposal term on an annualized pro-rata basis. "Fees" are exclusive of taxes, levies and duties ("taxes"). Both parties acknowledge and agree that to the extent any services provided by PandaDoc may be subject to any sales or other applicable tax, Customer shall pay these taxes, assessable by any jurisdiction, except as specifically delineated below. Customer shall include payment of taxes in its submission of Fees and expenses to PandaDoc in U.S. dollars. Any unused portions of volume-based purchases (e.g. API services) shall expire at the Contract End Date (as defined in the Proposal) and shall not roll over into subsequent contract years. All amounts due and payable by Customer to PandaDoc under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. PandaDoc reserves the right to change the Fees and/or applicable charges at the conclusion of the Initial Term and in advance of the renewal coming into effect. PandaDoc shall give written notice to Customer at least sixty (60) days in advance of the renewal coming into effect of its intent to change the Fees, and Customer shall have up to sixty (60) days after receiving such notice to terminate this Agreement if it does not accept the increased Fees.

Exceptions: Customer shall bear no responsibility for taxes based on PandaDoc's net income, assets, payroll, property and employment, to include PandaDoc's own status as an Independent Contactor under section 12.7.

6.2 Customer shall pay PandaDoc for the Fees and applicable taxes due hereunder via check, wire transfer, ACH, or credit card. If Customer elects to pay via credit card, Fees and taxes shall be deducted from a credit card account designated by Customer. In such event, Customer authorizes PandaDoc to automatically charge the credit card account for the Fees and taxes in advance or as otherwise agreed to by the parties in writing without any further authorization from Customer. Customer acknowledges that the authorization will remain in effect until Customer cancels such authorization by providing written notice to PandaDoc. If Customer's credit card account on file is closed or the account information is changed, or if, for any reason, a charge is rejected, Customer shall immediately update Customer's credit card account or supply a new payment account, as appropriate. If Customer is unable to update its credit card account with appropriate information, then PandaDoc will send an invoice to Customer detailing the amount due. Customer must pay the amount due in full within thirty (30) days after the date of the invoice. Customer agrees to notify PandaDoc in writing of any changes to Customer's account information or termination of its authorization at least thirty (30) days prior to the next billing date. In the event payment dates fall on a weekend or holiday, Customer understands that the payments may be executed on the next business day.

6.3 PandaDoc may, without liability to Customer, disable the password, account, and/or access to all or part of the Services if any Fees and applicable taxes are not paid within forty-five (45) days of such Fees and taxes first becoming due and payable under this Agreement. Unpaid amounts are subject to a late charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may

result in immediate termination of Services. In the event of the foregoing, PandaDoc shall not be obligated to provide any or all of the Services until such Fees and applicable taxes are paid in full.

6.4 Dispute Process.

i. If Customer has a bona fide dispute in relation to any portion of the Fees invoiced, Customer shall provide notice to PandaDoc in writing within thirty (30) days from the date of the invoice. Such notice shall set forth the details surrounding the dispute. The parties shall discuss the disputed Fees within five (5) calendar days of the date of the notice.

ii. When the dispute is resolved, (a) if a payment is owed to PandaDoc, such payment shall be made within twenty (20) calendar days of the resolution of such dispute or (b) if an amount is owed to Customer, PandaDoc, in its sole discretion, shall either: (i) credit such amount to Customer's account within twenty (20) calendar days of the resolution of such dispute (or within such other timeframe as mutually agreed upon by the parties in writing); or (ii) apply a pro-rated credit amount to Customer's account for the remainder of the then-current term.

iii. For avoidance of doubt, all negotiations pursuant to this Subsection 6.4 shall be treated as confidential compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be disclosed to any third party nor offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration or litigation.

iv. Customer waives the right to dispute any Fees not disputed within thirty (30) calendar days after the date of the applicable invoice.

7. NO LEGAL ADVICE; ELECTRONIC COMMUNICATION

7.1 No legal advice. The Services do not provide legal advice and PandaDoc is not a law firm. Part of the Services may involve the making of contracts, and/or other legal relations and although PandaDoc attempts to make sure information is accurate and useful, PandaDoc recommends that Customer consults with a lawyer if legal advice is required. PandaDoc does not offer any legal advice, legal opinions, recommendations, referrals, and/or counseling. PandaDoc is not involved in agreements between Customer and other users or recipients.

7.2 Local Laws. The use of the Services, including but not limited to the validity of e-signatures, may be governed by the laws of different countries or regions. Customer acknowledges the existence of local laws and agrees to abide by such applicable local laws of the country in which Customer is utilizing the Services. Customer agrees that Customer's use of any electronic signatures will be as valid as any manual signatures, if authorized by local law, and Customer, not PandaDoc, will ensure that Customer's use of electronic signatures is in conformance with all applicable local laws and regulations.

7.3 Electronic Communications. By using the Services, Customer agrees to receive certain communications in connection with the Services. In relation to the provision of Services by PandaDoc to Customer, Customer: (i) consents to receive communications from PandaDoc in an electronic form; and (ii) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that PandaDoc provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be a hardcopy in writing. Customer agrees that texts, messages may be generated by automatic telephone dialing systems. Standard text messaging charges applied by Customer's cell phone carrier will apply to text messages that are sent from PandaDoc. IF CUSTOMER WISHES TO OPT OUT OF PROMOTIONAL EMAILS, CUSTOMER CAN UNSUBSCRIBE FROM PANDADOC'S PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF CUSTOMER WISHES TO OPT OUT OF PROMOTIONAL TEXTS, CUSTOMER MAY TEXT "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS AS A CONDITION OF USING THE SERVICES. HOWEVER, CUSTOMER ACKNOWLEDGES THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT CUSTOMER'S USE OF THE SERVICES. THE FOREGOING DOES NOT AFFECT CUSTOMER'S NON-WAIVABLE RIGHTS.

8. Disclaimer of Warranties and Limitation of Liability

8.1 CUSTOMER'S USE OF THE SERVICES AND ANY DOCUMENTATION IS AT ITS SOLE RISK. THE SERVICES, MATERIALS AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PANDADOC AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PANDADOC DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR DOCUMENTATION. ANY MATERIAL THAT CUSTOMER AND/OR ITS USERS ACCESS AND/OR OBTAINS THROUGH THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTERS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SERVICES. PANDADOC DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES AND DOCUMENTATION WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND/OR ANY PROPOSAL, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM USE OF THE SERVICES AND/OR DOCUMENTATION. UNDER NO CIRCUMSTANCES WILL PANDADOC OR ITS SUPPLIERS AND LICENSORS TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT CUSTOMER HAS PAID TO PANDADOC IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM (THE "LIABILITY CAP"). THIS SECTION IS FUNDAMENTAL AND THE SPECIFIC REQUIREMENTS HEREIN SHALL BE CONSIDERED THE BASIS OF THE BARGAIN BETWEEN CUSTOMER AND PANDADOC, AND PANDADOC WOULD NOT BE ABLE TO PROVIDE THE SERVICES OR PERFORM ITS OBLIGATIONS SET FORTH HEREIN WITHOUT CUSTOMER'S AGREEMENT TO SUCH TERMS.

8.3 Exclusions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BUT SHALL INSTEAD APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Indemnity

9.1 Customer's Indemnity. Customer will indemnify, defend and hold PandaDoc, and its respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from and against any costs, damages, expenses, losses, damages, demands and expenses, including reasonable attorney fees, and liabilities arising out of, and/or relating to, any claim ("Claim") arising out of or related to: (i) Customer's and its User's acts and/or omissions; (ii) Customer's and its Users use of the Services; (iii) Customer's and its User's use of the Services in a manner that violates any applicable privacy law(s); and/or (iv) PandaDoc's use of the User Content constituting infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property and/or proprietary right of PandaDoc or any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of PandaDoc or any third party.

9.2 PandaDoc's Indemnity. PandaDoc will indemnify, defend and hold Customer, and its respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from and against any Claim arising out of or related to an allegation or claim that the Services infringe a patent, copyright, trademark, license or any other property and/or proprietary right of any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of any third party. Customer agrees to give PandaDoc prompt written notice of any threat, warning, or notice of any such Claim, with copies of any and all documents the Customer may receive relating thereto. PandaDoc's indemnification obligations hereunder shall not apply where the Claim is based in whole or in part on: (a) modifications to the Services or any component thereof made by anyone other than PandaDoc; (b) use of the Services in combination with a third-party product and/or service; or (c) use of the Services other than in accordance with this Agreement.

9.3 Procedure. If a party that has a right to be indemnified as described herein (an "Indemnified Party") seeks indemnification from the other party (an "Indemnifying Party") pursuant to the foregoing, the Indemnified Party shall

provide written notice to the Indemnifying Party as promptly upon becoming aware of an indemnifiable claim, shall give the Indemnifying Party sole control of the defense and settlement of the indemnifiable claim, shall provide all reasonable assistance to the Indemnifying Party as the Indemnifying Party requests to support its defense and settlement of the indemnifiable claim, at the cost of the Indemnifying Party. The Indemnified Party may reasonably participate in such defense and settlement, at its sole expense under the lead of the Indemnifying Party. The Indemnifying Party shall not settle the indemnifiable claim in a manner that admits wrongdoing of the Indemnified Party or imposes liability on the Indemnified Party, without the Indemnified Party's written, prior permission.

9.4 **Infringement Remedy.** In the event any portion of the Services is held or believed by PandaDoc, or any portion of the User Content is held or believed by Customer, to infringe or misappropriate Intellectual Property Rights of any third party (such portion to be deemed the "Infringing Materials") in any place where the Services is used or accessed, then in addition to any other rights in this Section 9, PandaDoc (where the Infringing Materials are the Services) or Customer (where the Infringing Materials are the User Content) will, at its sole expense and at its option: (i) obtain from such third party the right for the other party to continue to use the Infringing Materials; or (ii) modify the Infringing Materials to avoid and eliminate such infringement or misappropriation, as the case may be; or (iii) upon mutual agreement with the other Party, remove and disable the Infringing Materials; or (iv) if none of the foregoing remedies is commercially feasible, terminate this Agreement.

9.5 **THIS SECTION 9 SETS FORTH EACH PARTY'S ENTIRE LIABILITY AND OBLIGATION, AND EACH PARTY'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination

10.1 **Agreement Term.** The term ("Term") of this Agreement shall commence on the Effective Date for a period of one (1) year ("Initial Term"), unless otherwise terminated in accordance with this Section 10, and will continue in effect so long as PandaDoc is providing Services to Customer pursuant to an applicable Proposal. Customer may request to make changes to their annual payments (i.e., reduction of plan and/or Users, removal of add-ons, etc.) at least thirty (30) days prior to the expiration of the then current Term.

10.2 **Proposal Term.** The term of the applicable Proposal shall commence on the last date the applicable Proposal is signed by the parties and continue thereafter until terminated in accordance with the terms and conditions set forth therein or herein or until the term of the Proposal expires, whichever is earlier.

10.3 **Termination for Breach.** If a party materially breaches this Agreement and/or any Proposal (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) calendar days after its receipt of written notice of material breach, the non-defaulting party may terminate this Agreement and/or the Proposal upon written notice to the Defaulting Party. Termination of Proposal and/or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

10.4 **Termination for Insolvency.** Either party may terminate this Agreement and/or Proposal in the event the other party becomes Insolvent. For purposes of this Subsection 10.4, "Insolvent" or "Insolvency" shall mean a party that makes an assignment for the benefit of creditors, has a receiver, trustee, custodian (or similar party) appointed or designated to administer its affairs or otherwise take control of its assets or business operations, becomes a debtor in a voluntary proceeding under any chapter of the United States Bankruptcy Code or any law or statutory scheme relating to insolvency, reorganization or liquidation, or an involuntary petition in bankruptcy, or other insolvency proceeding is filed against a party and is not dismissed within ninety (90) calendar days thereafter.

10.5 **Termination for Dissolution.** Either party may terminate this Agreement and/or Proposal effective immediately upon written notice to the other party if the other party ceases to do business, or otherwise terminates its business operations without a successor.

10.6 **Upon termination pursuant to this Section 10, Customer will pay all outstanding fees, taxes, charges and expenses owed through the Term of this Agreement and/or the applicable Proposal as if such Agreement and/or Proposal had not been terminated. For the avoidance of doubt, any pre-paid fees and taxes are non-refundable.**

10.7 Customer may retrieve copies of its stored User Content at any time while this Agreement is in effect. If Customer fails to retrieve its User Content prior to the expiration or termination of the Agreement, Customer may request, within sixty (60) days after such expiration or termination, that PandaDoc allow Customer to retrieve User Content still remaining on the Website Services. After such 60-day period, the User Content may be deleted from storage and PandaDoc is not obligated to allow Customer to further retrieve any User Content. If Customer wishes to extend the period of time PandaDoc stores User Content after the end of the Term, the parties will use best effort to negotiate post-expiration or post-termination storage services for its User Content.

11. Confidentiality

11.1 "Confidential Information" means any non-public data, information and other materials regarding the products, software, services, customer list, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to the other party where such information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where such information should, by its nature, be reasonably understood to be confidential and/or proprietary. For clarification purposes, 'Confidential Information' includes 'Personal Data,' Personally Identifiable Information, Personal Information or similar term as defined under applicable data protection law. Without limiting the foregoing, PandaDoc's software and any performance data, benchmark results, and technical information relating thereto, the Documentation, PandaDoc's pricing information and shall be deemed the Confidential Information of PandaDoc. User Content shall be deemed the Confidential Information of the Customer. The party disclosing Confidential Information shall be referred to herein as the "Disclosing Party" and the party receiving Confidential Information shall be referred to herein as the "Receiving Party."

11.2 Notwithstanding the foregoing, Confidential Information shall not include information which:

- i. is already or becomes known to the Receiving Party prior to disclosure by the Disclosing Party or independently of the Receiving Party's knowledge of the Confidential Information and is not subject to an obligation of confidentiality;
- ii. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
- iii. is rightfully obtained by the Receiving Party without breach of this Agreement and/or from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or
- iv. was lawfully and demonstrably in the possession of the Receiving Party without an obligation of confidentiality and without use of or reference to the Disclosing Party's Confidential Information.

11.3 The Receiving Party agrees not to use or disclose the Confidential Information of the Disclosing Party for any purpose other than as necessary and appropriate to perform its obligations under this Agreement, including through dissemination to its officers, directors, employees, agents, affiliates, and subcontractors (and their employees) (collectively "Representatives") who have a need to know such Confidential Information and who are bound in writing to confidentiality obligation at least as protective as those herein. The Receiving Party will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms of this Agreement. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party's prior written consent and without such third party having a contractual obligation (consistent with this Section 11) to protect and keep such Confidential Information confidential. The Receiving Party agrees to treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, a party may disclose information concerning this Agreement and the transactions contemplated under this Agreement, including providing a copy of this Agreement, to any or all of the following: (i) potential acquirers, merger partners, investors and their personnel, attorneys, auditors and investment bankers, solely in connection with the due diligence review of such party by persons and provided that the disclosures are made in confidence; (ii) the party's outside accounting firm; or (iii) the party's outside legal counsel.

11.4 If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving

Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

11.5 The parties agree that ownership of any Confidential Information (including, without limitation, all Intellectual Property rights) in and to any materials owned by the other party shall remain exclusively with that party, and nothing in this Agreement shall imply that any right or license in respect of such Intellectual Property is being granted to the other party.

11.6 Upon termination or expiration of this Agreement and upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Notwithstanding the foregoing, the Receiving Party shall be entitled to keep copies of any records it is required to retain by law or regulation, and/or copies retained as part of the Receiving Party's backup or record retention process, such as this Agreement, the proposal, and due diligence information provided by the Disclosing Party, which shall remain subject to the confidentiality terms set forth herein. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is: (i) destroyed in accordance with applicable law, rule or regulation; and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed. The obligations with respect to Confidential Information, as set forth in this Section 11, shall continue in force and effect for a period of five (5) years after termination or expiration of this Agreement. Notwithstanding the foregoing, Confidential Information that constitutes a trade secret of the Disclosing Party will be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law.

11.7 Each party acknowledges that a breach of this Section 11 may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, and each party agrees that the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction. The terms of this Section 11 shall survive the expiration or termination of this Agreement.

12. Miscellaneous

12.1 Entire Agreement. This Agreement constitutes the entire agreement between PandaDoc and Customer concerning the subject matter hereof, and once fully executed, may only be modified by a written amendment signed by an authorized executive of each party. All attached exhibits, Proposals and the Data Processing Agreement, as applicable, are incorporated into and made a part of this Agreement. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

12.2 Governing Law and Dispute Resolution. The parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to the Agreement. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the address of Customer reflected on the Agreement. To the extent allowed by law, the English version of the Agreement is binding, and other translations are for convenience only.

i. United Kingdom, a Member State of the European Economic Area, or Switzerland. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) are governed by and construed in accordance with the law of the Republic of Ireland. Each Party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement.

ii. Australia or New Zealand. The Agreement is governed by the laws of New South Wales, Australia, and both Customer and PandaDoc agree to submit to the non-exclusive jurisdiction of the New South Wales courts. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement. Any legal action arising under the Agreement must be initiated within one year after the cause of action arises. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to the Agreement.

iii. For all other locations. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the Website Services will be governed by the laws of the State of Delaware, U.S.A., excluding its conflict of law provisions. . The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

12.3 Assignment. Customer may not assign or transfer this Agreement or any of Customer's rights or obligations hereunder to any other party without PandaDoc's express written consent; provided that Customer may assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all its assets or stock; provided, further, that the assignee will assume all rights and obligations under this Agreement. PandaDoc may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties' successors and permitted assigns.

12.4 Import and Export Requirements. Each party acknowledges and agrees that the Services, User Content and Documentation are subject to export control laws and regulations. Neither party may download or otherwise export or re-export the Services, User Content or Documentation or any underlying information or technology except in full compliance with all applicable laws and regulations, in particular, but without limitation, United States export control laws. None of the Services, User Content or Documentation or any underlying information or technology may be downloaded or otherwise exported or re-exported: (a) into, or to a national or resident of, any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities. Each party hereby agrees to the foregoing and warrants that it is not located in, or under the control of, or a national or resident of any such country or on any such list.

12.5 Remedies. The parties agree that a material breach of this Agreement adversely affecting PandaDoc's Intellectual Property rights in the Website Services, the Services, or its Confidential Information may cause irreparable injury to PandaDoc for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

12.6 Severability and Waiver. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that part will be construed to reflect the parties' original intent, and the remaining provisions of the Agreement will remain in full force and effect. No waiver by either Customer and/or PandaDoc of any breach and/or default and/or failure to exercise any right allowed under this Agreement is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under this Agreement. Any provision of this Agreement and Proposal which, by its nature, would survive termination of this Agreement and Proposal will survive any such termination of this Agreement and/or Proposal.

12.7 Relationship of Parties. It is understood and agreed that the relationship of PandaDoc to Customer is and shall continue to be that of an independent contractor and neither PandaDoc nor any of PandaDoc's employees shall be entitled to receive Customer employee benefits. Customer's Users shall not be considered employees of PandaDoc, shall not be entitled to any benefits that PandaDoc grants its employees and shall have no authority to act or purport to act on PandaDoc's behalf. . Nothing in this Agreement will be construed to create an agency or employment relationship between Customer and PandaDoc for any purpose or create obligations of such party to third parties. As an independent contractor, PandaDoc agrees to be responsible for the payment of related taxes and withholdings specified by law.

12.8 Notices. All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when: (i) delivered personally; or (ii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE CUSTOMER:

IF TO PANDADOC:

Legal Department
PandaDoc, Inc.
Attn: Legal Dept.
3739 Balboa St. #1083

12.9 Force Majeure. Notwithstanding any other provision of this Agreement and/or any Proposal to the contrary, neither party is liable for any failure to perform, or delay in performing any particular obligations under this Agreement where the failure or delay arises from any cause or causes beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, or rebellions ("Force Majeure Event"). In the event of a Force Majeure Event, the parties agree to meet and discuss how to resolve the issue. Either party may terminate this Agreement and the applicable Proposals by giving the other party written notice if the other party fails to perform those obligations for three (3) continuous months due to such Force Majeure Event. This Subsection 12.9 does not apply to Section 11, or any obligation to pay money, or any obligation that is unaffected by the Force Majeure Event.

12.10 Advice of Counsel. PandaDoc and Customer have negotiated this Agreement and each party's legal counsel has had the opportunity to review this Agreement. PandaDoc and Customer agree that any rule of construction or interpretation requiring resolution of any ambiguities in this Agreement against the drafting party will not apply in the construction or interpretation of this Agreement.

12.11 Exclusivity. Customer acknowledges and agrees that the Services provided by PandaDoc are not exclusive to Customer and that PandaDoc may provide such Services to other entities.

12.12 Interpretation. The headings and titles of the Sections of this Agreement are not part of this Agreement but are for convenience only and are not intended to define, limit, or construe the contents of the provisions contained herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

By Customer:	By PandaDoc, Inc.:
Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

Cody On-Call Planning

April 5, 2024

Page 1 of 11

24.055



Barry Cook, MPA

1338 Rumsey Ave

Cody, WY 82414

VIA EMAIL utanadye@codywy.gov

April 5, 2024

24.055

RE: PROPOSAL FOR CODY ON-CALL PLANNING SERVICES

Dear Mr. Cook,

AVI is pleased to submit the following proposal for planning and development review services for the City of Cody. AVI is proud to be celebrating 45 years of practice in Wyoming and would be happy to assist the community with a variety of planning services.

PROJECT UNDERSTANDING

AVI understands the City is in need of on-call planning services to assist with a variety of development review tasks. AVI planning staff have experience in this work through on-call contracts and previously working for municipal governments. Our development review experience includes, but is not limited to:

- Subdivision Permits (Administrative, Preliminary, and Final Plat)
- Site Development Plans (Site Plan)
- Zoning Map Amendments (Rezoning)
- Annexations
- Conditional Use
- Variances
- Sign Permits
- Building Permits Review for Zoning Compliance

In addition to the development review experience mentioned above, AVI planners have experience in the following long range planning efforts:

- Comprehensive Plan Amendments
- Future Land Use Map Amendments
- Zoning Code Text Amendments
- Urban Renewal Plans and Projects

AVI is available to assist with any of these tasks immediately. We are available to provide an on-call contract to pay as service is provided or allocate a "not-to-exceed" amount.

STAFF



Brad Emmons, AICP | President, Principal Planner

Mr. Emmons analyzes projects based on existing land entitlements and makes recommendations for clients and organizations on ways to enhance their development applications. Brad has previously served as both the City of Cheyenne and Laramie County Planning Director. *Full Resume as Separate Attachment*

Rate: \$184.00/hr



Mark Christensen, AICP | Partner, Senior Planner

Mark Christensen, AICP, is a Senior Planner for AVI PC in Cheyenne, Wyoming. Mark has previously served as a planner in development review for the City of Cheyenne and City of Centennial in Colorado. Mark has recently joined AVI and will be assisting a variety of clients with land use planning and entitlements while expanding on long range planning services. *Full Resume as Separate Attachment*

Rate: \$148.00/hr

It is anticipated that Mark Christensen will be the primary project contact with Brad Emmons assisting on an as-needed basis.

SCOPE OF SERVICE

The following is a list of services available with the approximate time to complete each task. The time provided is an estimate that may vary based on the complexity of each project. The review times will increase if it is requested that AVI staff attend Planning Commission, Board of Adjustment, or City Council Meetings:

- Administrative Plat *5 hours*
- Preliminary Plat *12 hours*
- Final Plat *8 hours*
- Site Development Plan (Site Plan) *8 hours*
- Zoning Map Amendments (Rezoning) *4 hours*
- Annexation *12 hours*
- Conditional Use *4 hours*

- Variance 4 hours
- Sign Permit 2 hours
- Building Permit Review for Zoning Compliance 2 hours

We understand and accept that this contract is for a duration of 3 months with each additional month being considered on a month-to-month basis.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. AVI can provide the following additional services:

- Comprehensive Plan Amendments
- Future Land Use Map Amendments
- Zoning Code Text Amendments
- Engineering Plan Reviews

INFORMATION PROVIDED BY CLIENT

AVI Professional Corporation shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by AVI Professional Corporation (AVI) during the project.

The following items may be required to be provided by the Client to AVI, p.c. to prepare the scope of work documents.

SCHEDULE

AVI Professional Corporation will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule after receipt of an executed agreement and notice to proceed.

FEE AND BILLING

AVI Professional Corporation (AVI) will perform the services in all Tasks on an hourly fee basis with the rates provided above. Again, most services will be completed at an hourly rate of **\$148.00/hour**. AVI is willing to provide these services at a "not-to-exceed" amount based on the City of Cody's needs.

Direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. *Past due invoices, over 60 days will be charged 1½% interest per month.* Payment will be due within 25 days of your receipt

of the invoice and should include the invoice number and AVI Professional Corporation project number.

GENERAL TERMS AND CONDITIONS:

It is understood and agreed between the parties that the total fee is for the services set forth herein. The fee reflects the cost of work to complete each task once, except as noted herein for revisions and corrections as directed by agencies having jurisdiction over the project for final submittals and approvals. If additional services are requested by **the City of Cody** (i.e., Client), it is in the best interest of both parties if the scope of additional services and an agreed price can be determined before the services commence.

If time or other circumstances permit, this agreement will be amended or supplemented by formal change hereto or letter agreement. The parties recognize that it is not always possible to provide written changes, inasmuch as Client's personnel may need to request immediate change or additional services and any administrative delays could be both burdensome and costly. In which case, requests for "Extra Work" will be document in a manner agreeable to both parties.

All billings will be made on a monthly basis, based on our hourly billing rates. *Past due invoices, over 60 days will be charged 1½% interest per month.*

In the event either party wishes to cancel this contract, two weeks' notice will be given to the other party. All work performed will become the property of Client upon 100% payment of work completed.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to AVI Professional Corporation, and "Client" shall refer to the City of Cody.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain a copy, and return it to us. We will commence services only after we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services for you. Please contact me if you have any questions.

Respectfully Submitted

AVI PROFESSIONAL CORPORATION



Mark Christensen, AICP | Partner

1103 Old Town Lane | Cheyenne, Wyoming 82009 | 307.637.6017
emmons@avipc.com avi@avipc.com | www.avipc.com

I _____, an authorized representative of _____,
hereby accept the above proposal terms and authorize AVI to proceed with the Work Tasks as
described above, on this _____ day of _____,
20____.

Printed Name:

Signature:

Billing Name & Address

AVI PROFESSIONAL CORPORATION STANDARD PROVISIONS

1. **Scope of Services and Additional Services.** AVI Professional Corporation will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by AVI Professional Corporation, AVI Professional Corporation will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay AVI Professional Corporation for any Additional Services an amount based upon AVI Professional Corporation then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
2. **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide AVI Professional Corporation all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which AVI Professional Corporation may rely upon.
 - d. Arrange for access to the site and other property as required for AVI Professional Corporation to provide its services.
 - e. Review all documents or reports presented by AVI Professional Corporation and communicate decisions pertaining thereto within a reasonable time so as not to delay AVI Professional Corporation.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to AVI Professional Corporation whenever the Client becomes aware of any development that affects AVI Professional Corporation services or any defect or noncompliance in any aspect of the project.
3. **Period of Services.** Unless otherwise stated herein, AVI Professional Corporation will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that AVI Professional Corporation does not control. If such delay or suspension extends for more than six months, AVI Professional Corporation compensation shall be renegotiated.

4. **Method of Payment.**

Client shall pay AVI Professional Corporation as follows:

- a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by AVI Professional Corporation and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after AVI Professional Corporation transmittal of its invoice, AVI Professional Corporation may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- b. If the Client relies on payment or proceeds from a third party to pay AVI Professional Corporation and Client does not pay AVI Professional Corporation invoice within 60 days of receipt, AVI Professional Corporation may communicate directly with such third party to secure payment.
- c. If the Client objects to an invoice, it must advise AVI Professional Corporation in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
- d. If AVI Professional Corporation initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at AVI Professional Corporation normal hourly billing rates, of the time devoted to such proceedings by its employees.
- e. The Client agrees that the payment to AVI Professional Corporation is not subject to any contingency or condition. AVI Professional Corporation may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of AVI Professional Corporation to collect additional amounts from the Client.

5. **Use of Documents.** All documents and data prepared by AVI Professional Corporation are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of AVI Professional Corporation documents, or any reuse of the documents without written authorization by AVI Professional Corporation will be at the Client's sole risk and without liability to AVI Professional Corporation, and the Client shall indemnify, defend and hold AVI Professional Corporation harmless from all claims, damages, losses, and expenses, including but not limited to attorneys' fees, resulting therefrom. AVI Professional Corporation electronic files and source code remain the property of AVI Professional Corporation and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use

of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by AVI Professional Corporation, the hardcopy shall govern.

6. **Intellectual Property.** AVI Professional Corporation may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by AVI Professional Corporation or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, AVI Professional Corporation maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by AVI Professional Corporation and its affiliates.
7. **Opinions of Cost.** Because AVI Professional Corporation does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. AVI Professional Corporation cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. AVI Professional Corporation services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
8. **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. AVI Professional Corporation shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by AVI Professional Corporation as a result of such termination.
9. **Standard of Care.** The standard of care applicable to AVI Professional Corporation services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by AVI Professional Corporation performance of services, and it is agreed that AVI Professional Corporation is not a fiduciary with respect to the Client.
10. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and AVI Professional Corporation, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of AVI Professional Corporation and AVI Professional Corporation officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of AVI Professional Corporation or AVI Professional Corporation officers, directors, employees, agents, and subconsultants, shall not

exceed twice the total compensation received by AVI Professional Corporation under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify AVI Professional Corporation.

11. **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
12. **Construction Costs.** Under no circumstances shall AVI Professional Corporation be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. AVI Professional Corporation shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before AVI Professional Corporation has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
13. **Certifications.** All requests for AVI Professional Corporation to execute certificates, lender consents, or other third-party reliance letters must be submitted to AVI Professional Corporation at least 14 days prior to the requested date of execution. AVI Professional Corporation shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which AVI Professional Corporation does not have actual knowledge, or that would cause AVI Professional Corporation to violate applicable rules of professional responsibility.
14. **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
15. **Hazardous Substances and Conditions.** AVI Professional Corporation shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. AVI Professional Corporation services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. AVI Professional Corporation will notify the Client of unanticipated hazardous substances or conditions of which AVI Professional Corporation actually becomes aware. AVI Professional Corporation may stop affected portions of its services until the hazardous substance or condition is eliminated.
16. **Construction Phase Services.**
 - a. If AVI Professional Corporation prepares construction documents and AVI Professional Corporation is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against AVI Professional Corporation in any way connected thereto.
 - b. AVI Professional Corporation shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall AVI

Professional Corporation have any authority or responsibility to stop or direct the work of any contractor. AVI Professional Corporation visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by AVI Professional Corporation. AVI Professional Corporation neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- c. AVI Professional Corporation is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and AVI Professional Corporation for all claims and liability arising out of job site accidents; and that the Client and AVI Professional Corporation shall be made additional insureds under the contractor's general liability insurance policy.
17. **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and AVI Professional Corporation, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and AVI Professional Corporation. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by AVI Professional Corporation, without the written consent of AVI Professional Corporation. AVI Professional Corporation reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If AVI Professional Corporation exercises this right, AVI Professional Corporation will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
18. **Confidentiality.** The Client consents to the use and dissemination by AVI Professional Corporation of photographs of the project and to the use by AVI Professional Corporation of facts, data and information obtained by AVI Professional Corporation in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, AVI Professional Corporation shall use reasonable care to maintain the confidentiality of that material.
19. **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by AVI Professional Corporation. If Client requires AVI Professional Corporation to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on AVI Professional Corporation or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such

unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

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AGENDA ITEM SUMMARY REPORT

Resolution 2024-03 Fees and Charges Schedule

ACTION TO BE TAKEN:

Approve Resolution 2024-03 adopting the updated fees and charges schedule effective May 1, 2024.

SUMMARY OF INFORMATION

In 2019, in response to legislative changes to the Public Records Act, the City created and adopted a public records policy and set fees for the production and copying of records.

The policy and fee schedule were recently reviewed by the Finance office and City Attorney's office and several changes were proposed:

- A fee was added for scanning paper documents into an electronic format.
- The fee for faxing documents was reduced.
- Costs for production, construction, programming and computer services were separated into two categories. There is now a separate fee to create, retrieve, or export data from an electronic database and a separate fee for research, database queries, and attorney review.

Two other changes to the fees and charges schedule include:

- Setting a fee to purchase challenge coins from the Police Department. Challenge coins are collectible commemorative tokens bearing the Cody Police Department's emblem that the City sells to the public.
- Setting fees to reserve the pickleball court.

FISCAL IMPACT

The total impact to revenue is not known, however the new fee schedule for public records will more accurately recoup the cost of fulfilling these requests. Establishing fees for pickleball court reservations is consistent with fees charged for other outdoor facilities.

ATTACHMENTS

1. Resolution 2024-03

RESOLUTION 2024-03

A RESOLUTION OF THE CITY OF CODY, WYOMING, UPDATING A FEES AND CHARGES SCHEDULE FOR VARIOUS MUNICIPAL SERVICES AND PRODUCTS AND ESTABLISHING AN EFFECTIVE DATE OF MAY 1, 2024

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming, charges fees for certain permits, services, public documents, products, etc. that are not already set by Ordinance;

WHEREAS, the Governing Body of the City of Cody, Wyoming, has set a policy stating that to the extent practical, the City shall set user fees based on cost recovery; and

WHEREAS, the Governing Body of the City of Cody, Wyoming, finds that it is necessary to amend the fees and charges schedule to reflect current cost recovery levels.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING, hereby adopts the following fee schedule:

Copy/Printing Fees	
Photo Copies & Printed Materials - black & white up to 11x17	\$1.00 for the first page
	\$0.50 for each subsequent page
Photo Copies & Printed Materials - color up to 11x17	\$1.50 for the first page
	\$0.75 for each subsequent page
Photo Copies & Printed Materials - black & white larger than 11x17	\$5.00 each page
Photo Copies & Printed Materials - color larger than 11x17	\$10.00 each page
Records Production and Transmission Fees	
<u>Scanning Paper Document</u>	<u>\$1.00 per page up to paper size 8.5 x 14</u>
	<u>\$7.50 per page larger than paper size 8.5 x 14</u>
<u>Producing or constructing records, programming, and computer service</u> <u>Creation, Retrieval, or Export of Data</u>	\$20.00 minimum up to 1 hour of staff time
	\$5.00 for each additional 15 minutes of staff time
<u>Fax Sent Fee</u> <u>Faxing Document</u>	<u>\$0.50 per fax up to 5 pages</u>
	<u>\$0.25 for each subsequent page</u>
<u>Mailing</u>	<u>Actual cost of postage and shipping container</u>
Electronic/Media Fees	
Digital Disk	\$5.00 per disk
Video Disk	\$10.00 per disk
Flash Drive	\$5.00 4GB
	\$5.00 8GB
	\$8.00 16GB
	\$10.00 32GB
	\$12.50 64GB
Records Research and Review Fees	
<u>To the extent that work is necessary to produce electronic records (for example: database queries, attorney review, or supervising in-person review of records) that time will be billed at the rates below:</u>	
<u>Clerical Staff Time</u>	<u>\$40.00 per hour, first hour no charge</u>
<u>IT Staff Time</u>	<u>\$50.00 per hour, first hour no charge</u>
<u>Professional Staff Time</u>	<u>\$60.00 per hour, first hour no charge</u>
<u>Attorney Time</u>	<u>Actual cost</u>
Printed Documents	
Budget Document	\$140.00 each
Audit Report	\$50.00 each
Financial Management Policy	\$50.00 each
Master Plan	\$40.00 each
Site Map or Lot Map with aerial	\$6.00 each
Zoning and Street Maps (zoning, address, street, etc)	36x48 color : \$10.00 each
	42x60 color : \$48.00 each
Lamination of Document	\$6.00 set up fee and \$2.00 per linear foot (24" wide) each

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Whole Aerial & Utility Tiles w/Lot Lines (electronic)	\$36.00 each
1/2 Aerial & Utility Tiles w/Lot Lines (electronic)	\$18.00 each
1/4 Aerial & Utility Tiles w/Lot Lines (electronic)	\$9.00 each
Other Fees	
Returned Payment Fee	\$30.00
Notary Signature	\$5.00 per document (city documents exempt from fee)
Alarm Reinstatement Fee	\$150.00
Challenge Coins	\$20.00
Police Patch	\$10.00 new
	\$5.00 used
Business Licenses & Permits	
Contractor License Fee	Initial application fee or renewal of expired license \$200.00
	Application for additional or expanded license - \$100.00 for each category of license added or modified (general, general-IRC, plumbing, plumbing-IRC, HVAC, HVAC-IRC, electrical, specialty)
Annual Short Term Rental/Bed & Breakfast Registration per dwelling unit (non-transferrable)	\$100.00
Directional Wayfinding Signage Permit (Sheridan Ave, street signs)	\$60.00 per sign per calendar year
Right-of-Way Encroachment Permit	\$50.00 per each 45-day permit
	\$150.00 deposit (refundable) per permit if storing material in City R-W or alley
Parks, Athletic Fields, & Shelter Fees	
Tennis Courts - Paul Stock, Dorse Miller, Glendale, and City Park	\$25.00 per day per court
Pickleball Court	\$35.00 per day per court
	\$200.00 per day for the complex
Specialty Park Areas - skate park, basketball courts, volleyball court, horseshoe pits, climbing wall, dog park, trails, or open space	\$25.00 per event
Soccer Facility - Dacken, Holm View, Mentock, and other soccer/multipurpose park areas	Practices: \$50.00 per week per field or \$10.00 per hour per field
	League games: \$25.00 per game
	Field prep: \$15.00 per hour plus materials
Baseball Facility - Hugh Smith, Legion Field, Babe Ruth, PeeWee, and Little League	Practices: \$50.00 per week per field
	League games: \$75.00 per game
	Youth League games: \$50.00 per game
East Sheridan Fields (includes softball)	Field prep: \$25.00 per hour plus materials
	Practices: \$50.00 per week per field or \$10.00 per hour per field
	League games: \$50.00 per game
Tournament Concession Stand Use	\$25.00 per event
Tournament Play, Camps, Clinics, Etc.	\$175.00 per event for one field
	\$50.00 per day per field for additional fields
Park Shelters - Hugh Smith, Mentock, Glendale, and City Park	\$25.00 per day
Picnic Shelters - Beck Lake Lions Club, Shoshone River Trail, and Paul Stock Trail	\$50.00 per day for events open to the public only
Canal Park Amphitheater	\$100.00 per event and \$50.00 per day for additional days
City Park Band Shell	\$150.00 per event and \$50.00 per day after first day
	\$450.00 per event per day for sound system
Race, Walk, and Fitness Permit	\$25.00 per day
Recreation Memberships	
Recreation Center Annual Memberships	Adult: \$315.00
	Senior: \$282.00
	Additional Adult: \$189.00
	Additional Senior: \$168.00
	Additional Youth (up to 4): \$63.00

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	Additional Youth (over 4): \$30.00
	Student (16 years-college): \$219.00
	Youth (5-15 years): \$156.00
	Golden Individual (65+ years): \$282.00
	Golden Couple (65+ years): \$450.00
	Corporate Family: \$507.00
	Corporate Individual: \$255.00
Recreation Center Monthly Memberships	Monthly: \$60.00
	6 Month Adult: \$202.00
	6 Month Additional Adult: \$121.00
	6 Month Youth: \$102.00
	6 Month Additional Youth: \$40.50
	6 Month Student: \$142.00
Recreation Center Daily Use Rate	Adult (16+ years): \$10.00 Resident \$15.00 Nonresident
	Student & Youth: \$7.00 Resident \$10.00 Nonresident
	Military: \$6.00 Resident \$10.00 Nonresident
	Last 2 hours: \$4.00 Resident & Nonresident
Recreation Center Guest Passes - 10 pack	Adult Resident: \$90.00
	Student (16 years-college): \$63.00
	Youth (5-15 years): \$45.00
	Military: \$63.00
Aquatics Fees	
Competitive Swimming Fee	Base Rate: \$100.00 per hour for 6 lanes
	Lane Rate: \$17.00 per lane per hour
	Exclusive Use Fee: \$75.00 per hour
Group Reservations	\$5.50 per person
Aquatics Area Special Events	\$150.00 per hour plus \$1.00 per swimmer for 40 or more swimmers
City Facility Fees	
Auditorium	\$500.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75.00 per each additional day
	\$50.00 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room	\$150.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75.00 per each additional day
	\$50.00 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room Kitchen	\$150.00 per event (1/2 day set up, event day, 1/2 day tear down)
	\$75.00 per each additional day
	\$50.00 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room - 4 hours or less event	\$75.00 per 4 hour or less event
	\$50.00 per event surcharge if alcohol is served or consumed on the premises
Cody Club Room Kitchen - 4 hours or less event	\$75.00 per 4 hour or less event
	\$50.00 per event surcharge if alcohol is served or consumed on the premises
Equipment and Fixtures	\$5.00 each table
	\$10.00 per dozen chairs
	\$75.00 per day bleachers plus \$25.00 deliver, \$25.00 pickup
	\$50.00 per day receptacle for outdoor electricity
	\$75.00 per hour manlift
City Facility Fees	
Recreation Center Conference Room A	\$100.00 per day Commercial & Nonmembers
	\$50.00 per day Non-profit & Members
Recreation Center Conference Room B	\$100.00 per day Commercial & Nonmembers
	\$50.00 per day Non-profit & Members
Recreation Center Gymnasium - one	\$300.00 per day Commercial & Nonmembers
	\$150.00 per day Non-profit & Members
Recreation Center Gymnasium - two	\$600.00 per day Commercial & Nonmembers
	\$300.00 per day Non-profit & Members

Recreation Center Gymnasium - all	\$900.00 per day Commercial & Nonmembers
	\$450.00 per day Non-profit & Members
Recreation Center Multipurpose room	\$200.00 per day Commercial & Nonmembers
	\$100.00 per day Non-profit & Members
Recreation Center Racquetball Court	\$100.00 per day Commercial & Nonmembers
	\$50.00 per day Non-profit & Members
Recreation Center Spectator Room	\$100.00 per day Commercial & Nonmembers
	\$50.00 per day Non-profit & Members
Recreation Center Hallway	\$100.00 per day Commercial & Nonmembers
	\$50.00 per day Non-profit & Members
Recreation Center Walking/Running Track	\$100.00 per day Commercial & Nonmembers
	\$50.00 per day Non-profit & Members
Recreation Center Locker Rental	\$0.50 per day, small size (free for members)
	\$0.75 per day, medium size (free for members)
	\$45.00 for 3 months, large size
	\$90.00 for 6 months, large size
	\$10.00 each key replacement
Mini Golf Park	\$7.00 per person General Admission (all ages)
	Group Rate: \$20.00 up to 5, \$30.00 up to 10, \$3.00 per person over 10
Planning & Zoning Fees	
Commercial/Industrial Site Plan, Landscaping, Parking, Architectural Reviews:	
Site Plan Review of new facility and expansion of ≥ 20%	\$0.75 per square foot of building (GFA), \$650.00 minimum
Site Plan Review for addition or expansion of < 20%	\$300.00
Review of Landscape Plan, Parking Plan, or Modification to Architecture of Building	\$50.00 for each type of review
Multi-family Residential Site Plan Review (all multi-family projects in commercial zones and projects of > 4 dwellings in residential zones)	\$30.00 per dwelling unit
Sign Plans (attached wall, projecting, awning, inflatable, freestanding on existing supports)	\$40.00 (no fee if submitted and reviewed with a site plan review)
Sign Plans (freestanding requiring new base structure, electronic message boards)	\$50.00 for one sign, \$10.00 for each additional (no fee if submitted and reviewed with a site plan review)
Sign Plans (billboards)	\$200.00
Fence Height Waiver Request	\$80.00
Special Exemption Application	Exemption from numerical standards: \$300.00 plus advertising/mailling costs; Similar Use Determination: \$400.00 plus advertising/mailling costs
Conditional Use Permit	\$350.00 plus advertising/mailling costs
Special Use Permit - Airport Overlay	\$350.00 plus advertising/mailling costs
Nonconforming Expansions and Changes requiring review under City Code 10-13-06	\$350.00 plus advertising/mailling costs
Zoning Variance	\$500.00
Appeal to Board of Adjustment	\$300.00
Petition for Rezone or Text Amendment to Zoning Ordinance (not initiated by City)	\$750.00 plus advertising/mailling costs
Minor Subdivision of 5 lots or less with each lot having direct access to a paved public street and no public infrastructure improvements other than electrical	\$300.00 preliminary plat review; \$100 final plat review
Infill Minor Subdivision not qualifying for category immediately above	\$650.00 preliminary plat review; \$300 final plat review
Major Subdivision (more than 5 lots, and 5 lots or fewer if public infrastructure other than electrical is required)	Conceptual Plat: \$250.00 (consult with City Planner to determine if necessary)
	Preliminary Plat: \$650.00 plus \$30.00 per lot
	Final Plat/Construction Plan Review: \$1,100.00 plus \$30.00 per lot
	Phasing the acceptance of the subdivision improvements: \$500.00 for each phase of construction beyond initial phase
	Request to accept performance bond, letter of credit, or cash deposit for remaining subdivision improvements obtain building permit(s) prior to City accepting subdivision infrastructure: \$500.00

Plat Amendment/Vacation	To a recorded Final Plat Minor Subdivision, with no additional lots: \$150.00 plus any advertising/mailling costs. If creating additional lots, use regular subdivision fee.
	To a recorded Final Plat Major Subdivision, with no additional lots: \$300.00 plus any advertising/mailling costs. If creating additional lots, use regular subdivision fee.
Planned Unit Development (PUD)	\$4,500.00 plus the subdivision plat review fees and advertising/mailling costs
Boundary Line Adjustment	\$150.00 for the first two parcels, \$50.00 for each additional parcel involved
Vacation of Land or Right-of-Way	\$500.00 plus advertising/mailling costs
Annexation or Deannexation (not initiated by City), including City zoning of property	Applicant responsible for annexation survey and advertising/mailling costs
Mobile Home Park Permit (Chapter 9-06)	\$1,750.00 (up to 5 spaces), \$300.00 each additional space
Fee for P.W. review of engineering plans for public infrastructure not associated with a subdivision or PUD application	Actual cost
Building Permit & Inspection Fees (items marked with " * " are not applicable if a general building permit and resulting fee includes the work identified)	
Building Permit Fee, unless listed otherwise (Fee shall be based on the total market value of the work, including materials and labor. Claimed valuation shall be no less than the national average per square foot, unless demonstrated otherwise to the building official.)	Building Permit Fee Table
	Valuation: Fee:
	\$1 to \$500 \$40
	\$501 to \$2,000 \$40 for the first \$500; plus \$3 for each additional \$100 or fraction thereof
	\$2,001 to \$40,000 \$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof
	\$40,001 to \$100K \$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof
	\$100,001 to \$500K \$1,027 for the first 100K; plus \$7 for each additional \$1,000 or fraction thereof
	\$500,001 to \$1 million \$3,827 for the first \$500K; plus \$5 for each additional \$1,000 or fraction thereof
	\$1,000,001 to \$5 million \$6,327 for the first \$500K,; plus \$3 for each additional \$1,000 or fraction thereof
	\$5,000,001 and over \$18,327 for the first \$5 million; plus \$1 for each additional \$1,000 or fraction thereof
Building Plan Review Fees	Minor Residential Plan Review (e.g., addition, finish basement): \$50.00 per each 250 sqft or portion thereof, or the fee for Residential Plan Review, whichever is less
	Residential Plan Review (single-family, duplex, townhouse, ADU): \$250.00 per dwelling unit
	Industrial/Commercial/Multi-Family Plan Review: 25% of building permit fee
	Fire District Review, Pass Through Fee: 10% of City's building permit fee when Fire Review is required (industrial, commercial, multi-family)
Fee for work done without required permit(s) or commencing before permit issuance without building official permission	Additional 25% of permit fee, \$20.00 minimum
Fence Permit (Residential use)	\$50.00
Fence Permit (Commercial/Industrial use)	\$50.00
Pre-fabricated Storage Building, without foundation (>120 sqft only)	\$40.00
Demolition/Moving Permit (not placement)	\$40.00
Drywall/Plaster Permit (Residential)*	\$40.00
Insulation Permit (Residential)*	\$40.00
Fire Suppression/Sprinkler System Permit (Residential)*	\$40.00
Masonry/Concrete/Retaining Wall Permit (Residential)*	\$40.00
Window Glass/Glazing Permit*	\$40.00
Fireplace/Stove Installation Permit*	\$40.00
Siding/Stucco Permit (Residential)*	\$40.00
Ground Stabilization (Mud Jacking/Helical pier) Permit	\$150.00
Re-Roof Permit (Residential)*	\$40.00

Sign Installation Permit*	Use "Building Permit Fee Table" for billboards, electronic message boards, freestanding signs on new bases or that enlarge the total sign face. No building permit fee for temporary signs and other signs not listed herein (covered by zoning sign plan review fee).
Inspections Outside Normal Business Hours	\$60.00 per hour, minimum 2 hours
Reinspection Fees Assessed Under Building Code (3rd or more)	\$40.00
Additional Plan Review due to changes, additions, or plan revisions	\$45.00 per hour, minimum 1 hour
Electrical Permit Fees	
Electrical Permit Fees	Service Upgrade (through 200 amp): \$100.00
	Service Disconnect or Reconnect: \$40.00 (\$80.00 for both)
	Small Jobs/Modifications as determined by building official (e.g, adding or extending circuit): \$50.00
	Electrical permit, if the valuation of the electrical work is included in the valuation of the general building permit: \$50.00
	Electrical permit, if the valuation of the electrical work is not included in the valuation of the general building permit: fee per "Building Permit Fee Table"
Reinspection (3rd or more): \$50.00	
Plumbing & HVAC Fees (items marked with " * " are not applicable if a general building permit and resulting fee includes the work identified)	
Plumbing & HVAC Fees	Plumbing/HVAC permit, if the valuation of the plumbing/HVAC work is included in the valuation of the general building permit: \$50.00
	Plumbing/HVAC permit, if the valuation of the plumbing/HVAC work is not included in the valuation of the general building permit: fee per "Building Permit Fee Table"
Sewer Service Inspections*	\$40.00
Gas Piping Pressure Inspections (existing gas line)*	\$40.00
Furnace Replacement (Residential size or equivalent)* (per system)	\$40.00
Boiler Replacement (Residential size or equivalent)* (per system)	\$40.00
A/C Unit Replacement (Residential size or equivalent)* (per system)	\$40.00
Water Heater Replacement (Residential size or equivalent)* (per system)	\$40.00
Mini-Split Unit*	\$40.00
Other Small Jobs, as determined by Building Official	\$40.00

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PASSED, ADOPTED AND APPROVED THIS 16TH DAY OF APRIL, 2024

Attest:

Mayor Matt Hall

Cindy Baker, Administrative Services Officer

RESOLUTION 2024-04

A RESOLUTION ENCUMBERING FUNDS FROM THE AMERICAN RESCUE PLAN ACT PROVIDING FUNDING TO PURCHASE CHIPS IN ADVANCE OF THE 2024 CHIP SEALING PROJECT.

WHEREAS, on March 11, 2021 the President of the United States signed into law the American Rescue Plan Act (ARPA) to provide continued relief from the impact of the COVID-19 pandemic, and

WHEREAS, the City of Cody has identified this project as an eligible use under the Revenue Replacement expense category for the provision of government services, and

WHEREAS, the City has a chip sealing project scheduled for August 2024 and needs 3,000 tons of chips, the cost of which is \$72,000, and

WHEREAS, the City has approximately \$31,000 remaining in the FY24 chip seal budget, an additional \$41,000 is needed to complete the purchase at the quoted price.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY that the City of Cody hereby encumbers ARPA funds in the amount of \$41,000 to purchase chips for the August chip sealing project.

PASSED, APPROVED AND ADOPTED ON THIS 16TH DAY OF APRIL 2024.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

AGENDA ITEM SUMMARY REPORT
Resolution 2024-05 Budget Amendment

ACTION TO BE TAKEN:

Approve Resolution 2024-05 amending the FY23-24 budget.

SUMMARY OF INFORMATION

In preparation for the August 2024 chip sealing project the City has obtained a quote for chip material from Big Horn Redimix in the amount of \$24.00 per ton. The project will need approximately 3,000 tons of chip for a total cost of \$72,000. The FY24 chip seal budget has about \$31,000 remaining and an additional \$41,000 is needed to complete the purchase by June 30, 2024.

Staff requests a budget amendment to appropriate funds from the ARPA Fund in the amount of \$41,000 for the purchase of chip material. The remaining cost for the project will be included in the FY25 budget requests.

FISCAL IMPACT

Increase in the ARPA Fund expense budget of \$41,000 for FY 2024.

ATTACHMENTS

1. Resolution 2024-05

RESOLUTION 2024-05

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2023-2024

WITNESSETH:

WHEREAS, the final budget for Fiscal Year 2023-2024 was duly adopted by the City of Cody with Ordinance No 2023-06 on June 20, 2023 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 budget amendment is authorized by the City of Cody Council:

	Original or Last Amended Budget	Amendment 5 04/2024	Amended Budget
REVENUES			
General Fund	\$11,853,712		\$11,853,712
Capital Projects Fund	\$1,543,000		\$1,543,000
Technology Replacement Fund	\$445,600		\$445,600
Vehicle Replacement Fund	\$1,385,873		\$1,385,873
Specific Purpose Tax Fund	\$0		\$0
Cody Public Arts Fund	\$445		\$445
American Rescue Plan Fund	\$0		\$0
Solid Waste Fund	\$2,623,500		\$2,623,500
Water Fund	\$6,809,837		\$6,809,837
Wastewater Fund	\$1,533,700		\$1,533,700
Electric Fund	\$13,770,139		\$13,770,139
Storm Drainage Fund	\$681,600		\$681,600
TOTAL REVENUE	\$40,647,406	\$0	\$40,647,406
EXPENSES			
General Fund	\$13,506,597		\$13,506,597
Capital Projects Fund	\$2,663,901		\$2,663,901
Technology Replacement Fund	\$279,301		\$279,301
Vehicle Replacement Fund	\$1,779,813		\$1,779,813
Specific Purpose Tax Fund	\$215,496		\$215,496
Cody Public Arts Fund	\$1,630		\$1,630
American Rescue Plan Fund	\$759,853	\$41,000	\$800,853
Solid Waste Fund	\$3,245,903		\$3,245,903
Water Fund	\$10,049,710		\$10,049,710
Wastewater Fund	\$2,600,911		\$2,600,911
Electric Fund	\$14,108,257		\$14,108,257
Storm Drainage Fund	\$853,838		\$853,838
TOTAL EXPENSES	\$50,065,210	\$41,000	\$50,106,210

PASSED, APPROVED AND ADOPTED THE 16TH DAY OF APRIL, 2024.

Matt Hall, Mayor

Attest:

Cynthia Baker, Administrative Services Officer

Resolution No. 2024-06

WHEREAS, the Wyoming Municipal Power Agency believes that the success of this organization is dependent upon faithful, dedicated and competent directors selected from its member systems; and,

WHEREAS, the long hours and single-minded dedication which was freely given by Bert Pond has greatly contributed to the success of the Wyoming Municipal Power Agency; and,

WHEREAS, the Board of Directors wish to recognize those who have contributed significantly to the well-being of Wyoming Municipal Power Agency through their selfless service but have now retired from the Board to pursue other interests;

NOW THEREFORE BE IT RESOLVED, that Wyoming Municipal Power Agency, by and through its Board of Directors and officers, hereby pays special tribute to and offers sincerest gratitude to Bert Pond for his contributions to the success of the Wyoming Municipal Power Agency.

DA TED this 16th day of April.

Mayor Matt Hall

ATTEST:

Cynthia D. Baker, Administrative Services Officer

ORDINANCE NO. 2024 - 01

AN ORDINANCE AMENDING TITLE 10, CHAPTER 14, SECTION 1.C: NOTICE AND PUBLIC HEARING

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
CODY, PARK COUNTY, WYOMING:**

Title 10, Chapter 14, Sections 1.C through 1.L. of the City of Cody Code, shall be amended as follows:

10-14-1C: NOTICE AND PUBLIC HEARING

C. NOTICE AND PUBLIC HEARING. The Planning and Zoning Board shall conduct a public hearing to obtain information pertaining to the request and the appropriateness of the conditional use permit. Notice of the hearing is required as follows:

1. Notice of the public hearing shall be given at least **twenty-one (21)** days prior to the hearing by publication in the City's official newspaper and by USPS first class mail to the owners of all properties within three hundred feet (300') of the subject property. The property owner list shall be based on the ownership data from the Park County Assessor's office records on the day of the application. **The written notice shall specify the date by which written comments and objections must be received by the City, which date shall be at least five calendar days prior to the public hearing.**
2. The persons sending the notices by mail shall complete an affidavit of mailing which identifies the document, the property owners to which it was sent, and the date mailed.
3. The City Planner is granted authority to require or perform optional notice to inform property owners in addition to those within three hundred feet of the subject property, lessees, utility providers, or others that may be affected by the conditional use, of the public hearing. Optional notice is not subject to the **twenty-one (21)** day requirement, may take any form, and is completely discretionary.

Optional notice, or lack thereof, shall not be ground for appeal. If the City Planner requires additional notice, the expenses and costs for the additional notice shall be paid by the City.

D. Approval by Planning and Zoning Board or Governing Body

1. Subject to the requirements of this chapter, the Planning and Zoning Board shall have authority to approve, deny, or approve with conditions an application for a conditional use permit, except as described in section 2 below.
 2. If there is a written protest against the proposed conditional use permit signed by the owners of twenty percent (20%) or more of ~~the~~ ~~area of~~ the lots within the three-hundred foot (300') notice area, the Governing Body shall be the decision making body for the proposed conditional use permit. The written protests must be received by the Community Development Department no later than the date and time established for written comments in the notice for the public hearing. When the City receives a written protest against the proposed conditional use permit signed by **the owners of** twenty percent (20%) or more of the lots within the three-hundred foot (300') notice area, the Planning and Zoning Board shall, after conducting the public hearing, make a recommendation to the Governing Body to approve, deny or approve with conditions the proposed conditional use permit. If the Planning and Zoning Board fails to secure a vote of a majority of the Planning and Zoning Board on any motion for a recommendation, the application shall be considered as having "no recommendation".
- E. Standards of Review. The board or, if approval is required by the Governing Body, then the Governing Body, has authority to approve, impose conditions on, or deny condition use applications. When the Planning, Zoning and Adjustment Board reviews the application for a conditional use permit, a majority of the Planning, Zoning and Adjustment Board shall be required to approve the conditional use permit. When the City receives written protests by the owners of twenty percent (20%) or more of the lots as described above, the conditional use permit application must receive an affirmative vote of at least **two-thirds (2/3)** of the Governing Body to approve the conditional use permit. The board or the Governing Body shall base its determination upon the following considerations. Negative impacts may be justification to impose condition on or deny the application.

1. Is the site large enough to accommodate the proposed use and meet all of the dimensional standards and development regulations of the zoning district in which the project is located?
2. Is the use at the scale or density proposed compatible with all other uses in the immediate area and with permitted uses that may be established in the area?
3. Does the proposed use involve activities, processes, material, equipment, hours of operation or any other operational characteristics that would be materially detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, dust, glare, odors, hazards, or similar impacts?
4. Does the proposal include provisions for necessary and desired public utilities and facilities such as potable water, fire hydrants, sewer, electrical power, streets, stormwater facilities and sidewalks / pathways?
5. Will the proposed use create excessive additional costs for public facilities and services that would be materially detrimental to the economic welfare of the community?
6. Will the proposed use result in the destruction, loss or damage of a natural, scenic or historic feature considered to be of significant importance?

7. The Planning and Zoning Commission or the Governing Body may consult with or review the City Master Plan in determining whether to grant or deny a conditional use permit. However, neither the Planning and Zoning Commission nor the Governing Body shall require that a conditional use permit to be consistent with the Master Plan unless the applicable provisions of the Master Plan have been incorporated and codified into the City Code. The Planning and Zoning Commission and the Governing Body shall not use the Master Plan as authority to deny or restrict a conditional use permit which is not otherwise restricted or prohibited under existing City Code.

F. Conditioning Authority. The board, or if approval is required by the Governing Body, then the Governing Body, is authorized to impose conditions on the proposed use as necessary to ensure compliance with the provisions of this title and to mitigate or avoid negative impacts to neighboring properties or the general public health, safety and welfare of

the community. Examples of such conditions may include, but are not limited to:

1. Limiting the size, height, location, or scale of the project or any component thereof.
2. Limiting the hours of operating of the use, or any component thereof.
3. Requiring sound-reduction methods.
4. Requiring screening of loading areas, storage areas, and other unsightly features.
5. Requiring dust control or surface improvements.
6. Limiting the duration of the conditional use permit to give opportunity for future review as the surrounding area becomes more developed.
7. Requiring the provision of on-site or off-site public facilities or services to serve the use.

G. Outstanding violations: The board, or if approval is required by the Governing Body, then the Governing Body, may withhold or delay issuance of a conditional use permit if there is an outstanding zoning violation that exists on the subject property, until the violation is remedied.

H. Filing Of Permit: If the conditional use permit is authorized by the board (or by the Governing Body when so required), the city shall prepare a conditional use permit in a recordable format. The permit document shall include the date the conditional use was approved by the board or the Governing Body; a description of what was approved; any conditions, limitations and restrictions imposed on such conditional use; and, the "time limitations and expiration" language found below. The permit shall be signed by the Chair of the Planning and Zoning Board and recorded with the Park County Clerk Office within fifteen (15) days or as otherwise specified by the board or Governing Body. Recording costs is at the applicant's expense.

I. Time Limitations And Expiration

1. Unless specified otherwise by the board or Governing Body, development of a permitted conditional use shall commence within two (2) years of the granting of the conditional use permit, or the authorization shall expire. If the conditional use is associated with a building, commencing development shall be in the form of obtaining a building permit and starting construction on the project. If no building is associated with the conditional use, the conditional use activity shall commence within the specified deadline.

2. If a conditional use has been discontinued for one (1) year or more, the conditional use permit shall automatically become null and void and the activity shall not be reestablished except in accordance with the provisions and procedures of this title.
- J. Transfers. Conditional use permits are granted to the specific property for which the approval was granted and upon property sale, transfer or conveyance, the conditional use permit, if not otherwise revoked or expired pursuant to this chapter, transfers to the new owner(s) without further application or approval, provided, however, the new owner(s) shall be bound by the same time limits and conditions of approval as the original permit holder(s). A conditional use permit is not transferrable from one (1) property to another.
- K. Modifications: A request to modify, expand, or otherwise change an approved conditional use permit shall be processed as a new application.
- L. Revocation, Suspension or Modification By The Board.
1. A conditional use permit may be revoked, suspended, or modified by the board or by the Governing Body if the conditional use permit was approved by the Governing Body, for cause upon written notice to the permit holder, and after a public hearing, for either breach or violation of any condition of approval or limitation of the permit; or, if the conditional use permit is operated in a manner so as to create a public nuisance as defined and regulated by the City Code.
 2. If the board, or the Governing Body if the conditional use permit was approved by the Governing Body, desires to revoke, suspend, or modify a conditional use permit, either on its own action or after receipt of a written complaint, the board or the Governing Body shall notify the permit holder of the complaint or proposed action and provide the permit holder with the opportunity to contest the revocation, suspension, or modification in a public hearing.
 3. Notice of the public hearing shall be mailed to the property owner by U.S. Mail, certified, return receipt, at least ~~fourteen (14)~~ twenty-one (21) days before the public hearing. Notice shall also be provided to neighbors and the public in the same manner set forth for the application of a conditional use permit.
 4. The board or the Governing Body may appoint a hearing officer to conduct the public hearing, and to make recommended findings of fact

and conclusions of law, which shall be delivered to the board or Governing Body within thirty days after the public hearing. The board or Governing Body shall make findings of fact and conclusions of law supporting their decision.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: ____March 19, 2024

PASSED ON SECOND READING: ____April 2, 2024

PASSED ON THIRD READING: _____, 2024

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director

ORDINANCE NO. 2024 -02

AN ORDINANCE AMENDING TITLE 9, CHAPTER 2, SECTION 3: MEETING WITH PLANNING, ZONING AND ADJUSTMENT BOARD REQUIRED BEFORE BUILDING PERMIT ISSUED

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, PARK COUNTY, WYOMING:

Title 9 Chapter 2, Section 3 of the City of Cody Code, shall be amended as follows:

9-2-3: Meeting With Planning, Zoning and Adjustment Board Required Before Building Permit Issued.

Before the issuance of any permit under the International Building Code for commercial buildings situated within the City, the applicant, property owner and occupant shall meet with the Planning, Zoning and Adjustment Board to review the application and plans insofar as they pertain to the exterior of a commercial building and site plan conditions. The issuance of a permit shall be conditioned upon the applicant receiving an affirmative vote of a majority of the Planning, Zoning and Adjustment Board ~~members in attendance at said meeting.~~

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: ____March 19, 2024

PASSED ON SECOND READING: __April 2, 2024

PASSED ON THIRD READING: _____, 2024

ATTEST:

MATT HALL, Mayor

Cynthia D. Baker
Administrative Services Director