

# City of Cody City Council

## AGENDA

Tuesday, November 5, 2013 - 7:00 p.m. (Pre-Meeting 6:00 p.m.)

Meeting Place: City Hall – Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Park County Flag – Jeri Torczon, Park County Clerk

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. Approve Minutes of the Special Meeting Minutes from 10/10/13 and Regular Meeting Minutes 10/15/13.
  - b. Authorize the use and closure of Sheridan Avenue from 9<sup>th</sup> Street to 14<sup>th</sup> Street and Beck Avenue from 8<sup>th</sup> Street to 14<sup>th</sup> Street for the Cody Events Committee's 21<sup>st</sup> Annual Christmas Parade on Saturday, November 30, 2013; and sponsor the \$100 parade permit fee approve sponsoring cost in the amount of \$1,494.58 from the Lodging Tax Fund for cost associated with staff and equipment to provide traffic control, barricades, closure signage, and detour routing, all contingent upon the Cody Events Committee providing the City of Cody with proof of insurance, as well as, the Wyoming Department of Transportation paperwork be submitted for the Mayor's signature.
  - c. Authorize the Mayor to sign a Community Development Block Grant Agreement between the Wyoming Business Council, Division of Investment Ready Communities and the City of Cody for the Cody Master Plan project.
  - d. Appoint Mayor Brown as the voting delegate for the 2014 WAM Winter Workshop in February, 2014.
  - e. Approve and adopt the new Recreation membership categories with rates and discounts effective December 1, 2013.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
  - a. A public hearing to determine if it is in the public interest to approve the transfer of location of the retail liquor license held by Michelle Prevost dba Juniper Wine and Spirits from 30 Pearson Ave to 1128 12<sup>th</sup> Street.
4. Conduct of Business
  - a. Consider approving the transfer of location of the retail liquor license held by Michelle Prevost dba Juniper Wine and Spirits from 30 Pearson Ave to 1128 12<sup>th</sup>

Street contingent upon the purchase of the building and any alterations to the building complying with all City Regulations, with the transfer of location to be effective June 23, 2014.

Staff Reference: Cindy Baker, Administrative Services Officer  
Spokesperson: Michelle Prevost, Juniper Wine and Spirits

- b. Approve Vouchers and Payroll in the amount of \$874,052.28.
- c. Consider Change Order No. 1 for the 29<sup>th</sup> Street Pathway Project, authorize the Mayor to sign the change order and approve the associated voucher in the amount of \$3,730.39 to Harris Trucking & Construction Company.  
Staff Reference: Steve Payne, Public Works Director

- d. **RESOLUTION 2013-17**  
**A RESOLUTION AUTHORIZING THE MAYOR OR HIS/HER**  
**DESIGNEE TO SIGN WATER RIGHT TRANSFER DCOUMENTS.**

- 5. Tabled Items
- 6. Matters from Staff Members or Council Members

# City of Cody Agenda Request Form

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

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

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Name of person to appear before the Council Jerri Torczon

Organization Represented Park County

Date you wish to appear before the Council Nov 5th

Mailing Address 1000 Sheridan Ave Telephone 527-8607

E-Mail Address barrett@parkcounty.us

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

Names of all individuals who will speak on this topic Jerri

Event Title (if applicable) Presentation

Date(s) of Event (if applicable) \_\_\_\_\_

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) The County Clerk would like to make a short presentation at the beginning of your meeting.

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

Signature Debra Barrett Date 10/24/13  
Deputy Clerk

**City of Cody**  
**Council Proceedings**  
**Thursday, October 10, 2013**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, October 10, 2013 at 4:15 p.m.

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

Absent: Mayor Nancy Tia Brown

Council President Miller called the meeting to order at 4:15 p.m.

Cindy Baker, Administrative Services Officer, provided background information as it relates to a request for an account adjustment and billing error at 512 Yellowstone Ave. Brian and Denise Wiegand, June Bug LLC, provided their position on the billing error and requested the Council to direct staff not to penalize their business for this inaccurate billing. The Governing Body reviewed the information and directed staff not to charge June Bug LLC for the inaccurate billing.

Steve Payne, Public Works Director, provided the Governing Body with an update on the off street parking in the downtown area and based on the complaints from business owners presented a request to change signage to reflect all year round two hour parking. Staff was directed to put this item on the agenda for the Council meeting to be held on October 15<sup>th</sup>.

Bert Pond, City of Cody WMPA representative, provided information on the Wyoming Municipal Power Agency's budget recommendations and solicited direction and consensus from the Governing Body on how he should vote on this issue as the City's representative. The Governing Body agreed with the budget recommendations provided.

The Council reviewed the Council Agenda for October 15, 2013. No action was taken.

There being no further business to come before the Council, Council President Miller adjourned the meeting at 5:45 p.m.

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Cynthia Baker  
Administrative Services Officer

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Steve Miller  
Council President

**City of Cody  
Council Proceedings  
Tuesday, October 15, 2013**

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

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

Absent: Council Member Jerry Fritz

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

Council Member Miller made a motion seconded by Council Member Wolz to approve the agenda as amended to reflect a separation of Resolution 2013-16 into two separate Resolutions (2013-16 & 2013-17). Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve the consent calendar as presented, including approve the Minutes of the Special Meeting from 9/26/13 and Regular Meeting Minutes from 10/1/13; approve Vouchers and Payroll in the amount of \$1,631,609.22; authorize the Mayor to sign the SSBCI quarterly Certification on Use-of-Allocated Funds; approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract term July 1, 2013 through May 28, 2014; approve and authorize the Mayor to sign the Tobacco Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract term July 1, 2013 through June 10, 2014; approve the 2013 Homeland Security Grant award in the amount of \$9,424.58 and authorize the Mayor to sign the agreement; and award Quote 2013-15, Grading "H", to Harris Trucking Construction Company in the amount of \$46,500.00. Vote was unanimous.

At 7:08 pm Mayor Brown began the public hearing to determine if it is in the public interest to amend City of Cody Code 10-15-3(B)(10), pertaining to electronic message boards and animated signs. Todd Stowell, City Planner provided background on the code amendment. Tracy Clark, citizen, spoke in opposition to the code change. After calling for public comment three time and there being none further, Mayor Brown moved onto the second public hearing regarding the Notice of Finding of No Significant Impact in the Environmental Review for the Mountain Spirit Habitat for Humanity Infrastructure Project. Jenni Rosencranse, City Administrator provided background information on this project. After calling for public comments three times and there being none, Mayor Brown closed the public hearing at 7:28 pm.

Council Member Miller made a motion seconded by Council Member Edwards to approve the request from Trent Cole for exclusive use of Canal Park on July 5, 2014 for the Yellowstone Beer Fest and authorize an open container permit for the event and work with staff to meet all City and State requirements. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Greer to authorize the Mayor to sign the HUD form 7015 Requesting the Release of Funds and Certification for the Mountain Spirit Habitat for Humanity Infrastructure Project. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to approve the request and direct staff to modify the on-street parking signs in the downtown area to reflect 2 hour parking all year long. Those voting in favor of this motion were Council Members Anderson, Wolz and Mayor Brown. Opposed were Council Member Greer, Miller and Edwards. Motion failed.

**ORDINANCE 2013-17 – 3<sup>rd</sup> and FINAL READING**

**AN ORDINANCE AMENDING TITLE 10, CHAPTER 15, SECTION 3, SUBSECTION (B)(1) OF THE CITY OF CODY CODE: ELECTRONIC MESSAGE BOARDS AND ANIMATED SIGNS.** Council Member Greer made a motion seconded by Council Member Wolz to approve Ordinance 2013-17 on 3<sup>rd</sup> and Final reading. Vote was unanimous.

**RESOLUTION 2013-16**

**A RESOLUTION AUTHORIZING SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND**

**INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR PARK COUNTY, WYOMING FOR THE PARK COUNTY FAIRGROUNDS ELECTRICAL & INFRASTRUCTURE UPGRADES.** Council Member Anderson made a motion seconded by Council Member Wolz to approve Resolution 2013-16. Vote was unanimous.

**RESOLUTION 2013-17**

**A RESOLUTION AUTHORIZING SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR PARK COUNTY, WYOMING FOR THE PARK COUNTY FAIRGROUNDS MULTI-PURPOSE BUILDING.** Council Member Anderson made a motion seconded by Council Member Edwards to approve Resolution 2013-17. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 7:57 pm

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

MEETING DATE: NOVEMBER 5, 2013
DEPARTMENT: ADMIN
PREPARED BY: Cindy Baker
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: Cindy Baker

## **AGENDA ITEM SUMMARY REPORT**

### **Christmas Parade Closure of Sheridan Avenue**

#### **BACKGROUND**

The Cody Events Committee is seeking permission to hold the 21<sup>st</sup> Annual Cody Country Christmas Celebration in downtown Cody on Saturday, November 30, 2013

#### **SUMMARY**

The Cody Events Committee is seeking permission to hold the Annual Cody Country Christmas Celebration on Sheridan Avenue on Saturday, November 30, 2013, starting at 6:00 PM. The event will consist of a downtown stroll, carolers, warming barrels and lighted Christmas Parade. The lighted entries in the parade include horses, pedestrians, trailers, floats and trucks. The parade route will be closed to traffic at 5:30 PM and the parade will begin at 6:00 PM. Sheridan Avenue will re-open after parade ends.

The Cody Events Committee is requesting that the Council waive the \$100.00 parade fee. For information on the parade route and staging areas, please refer to the attachments for the Traffic Control Plan and Parade Map. The group will obtain event insurance and will list the City of Cody as an additional insured. Attached is an application to request permission from WYDOT to close the state highway for this event.

#### **FISCAL IMPACT**

Since this event is scheduled on a weekend, the City of Cody will incur overtime costs for personnel setting up the staging area, working traffic control duties during the parade and cleaning the streets at the conclusion of the parade. A quick review of costs shows that it will cost about \$1,494.58 in labor and equipment cost for the City to assist in this proposal

#### **ALTERNATIVES**

1. Approve as presented.
2. Approve with Conditions.
3. Deny the request.

#### **RECOMMENDATION**

Staff recommends that Council approve the closure of Sheridan Avenue for the Christmas Event on November 30, 2013 and authorize the Mayor to sign the attached Special Event Permit application to WYDOT and sponsor labor and equipment cost in the amount of \$1,494.59 out of the Lodging Tax Fund.

#### **ATTACHMENTS**

1. WYDOT Special Event Permit Application
2. Christmas Parade Downtown Street Closure Map

**City of Cody**  
**Agenda Request Form**

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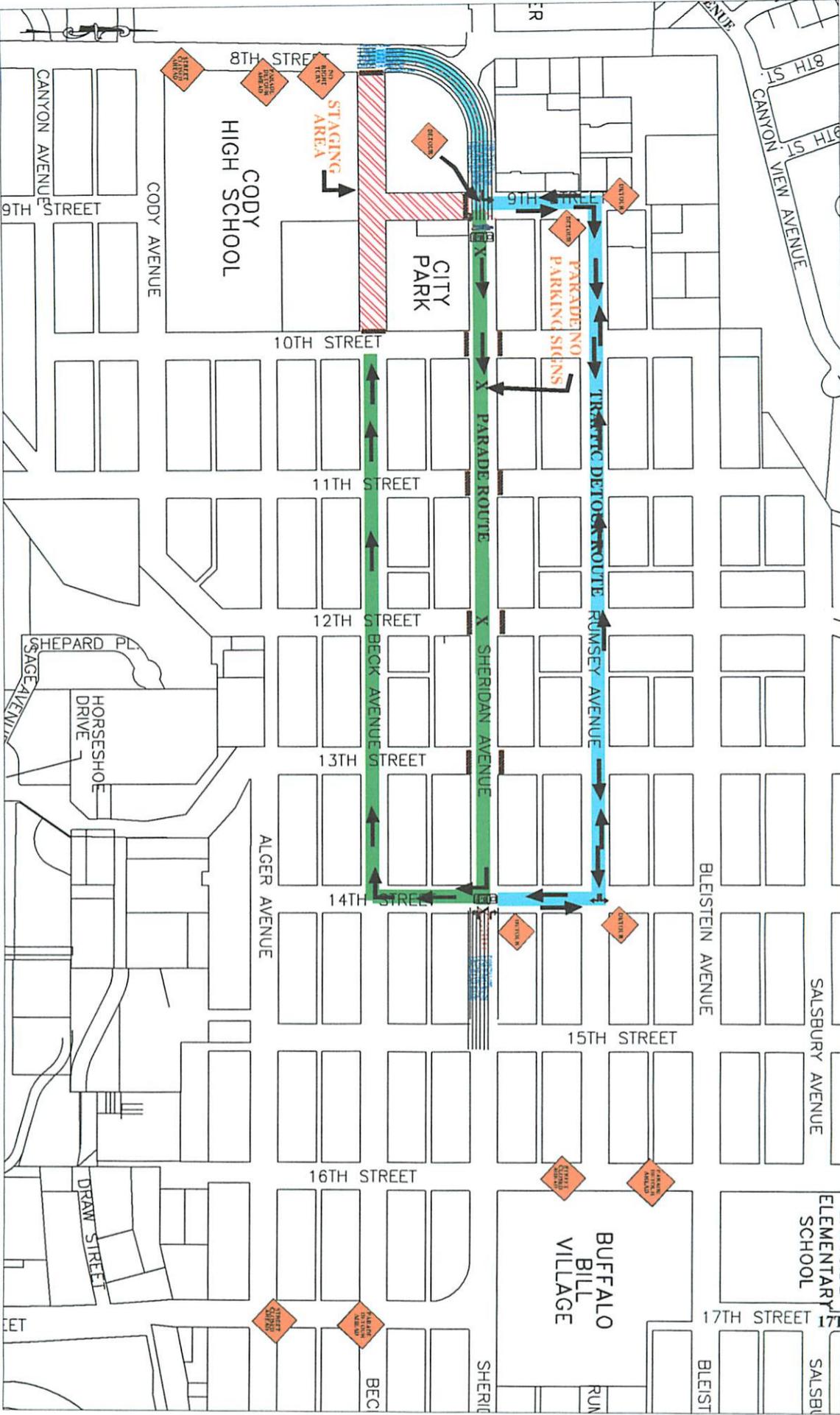
Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings.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

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Name of person to appear before the Council Kim Darby  
Organization Represented Cody Events Committee  
Date you wish to appear before the Council 11/5/13  
Mailing Address P.O. Box 95 Telephone 307 899-2433  
E-Mail Address kimdarby18@gmail.com  
Preferred form of contact: Telephone  E-Mail   
Names of all individuals who will speak on this topic Kim Darby  
Event Title (if applicable) 21st Annual Christmas Parade  
Date(s) of Event (if applicable) 11/30/13  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Seeking permission to hold the Annual Cody Country Christmas Celebration on Sheridan Ave on Sat. Nov 30th ~~between~~ The lighted entries in the parade include horses, pedestrians, trailers, floats & trucks.  
Which City employee(s) have you spoken to about this issue? \_\_\_\_\_

Signature Kim Darby Date \_\_\_\_\_

The parade route will be closed Revised 3/2007 to traffic at 5:30pm and the parade will begin at 6:00pm. Sheridan Ave will re-open after parade ends. We are requesting that the council waive the 100-parade fee. For information on the parade route and staging areas, please refer to the Attachment for the traffic control plan and parade map. Attached is an application to request permission from WYDOT to close the state highway for this event and the associated insurance policy.



SCALE: NOT TO SCALE

CHRISTMAS PARADE ROUTE 2012

Special Event 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, and naming the State of Wyoming, Wyoming Department of Transportation as additional insured.

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

Name (Please Print)
Signature
Date (Minimum of 60 days prior to event)

Address
City, State and Zip
Telephone

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

Approved by city or town if applicable

Approved by county if applicable

Mayor Nancy Tia Brown

Name/Title (Please Print)
Signature/Title
Date
Address
City, State and Zip
Telephone

Name/Title (Please Print)
Signature/Title
Date
Address
City, State and Zip
Telephone



Special Event Application

Event Name 21st Annual Cody Country Christmas Celebration Event Date November 30, 2013  
 Type of Event: Christmas Parade and Downtown Stroll  
 Event Director or Organizer Kim Darby Telephone 307-899-2433  
 Address P.O. Box 95 Cody WY 82414 Email kimdarby18@gmail.com  
 Club Affiliation or Sponsor Cody Events Committee Estimated Number of Participants 1200

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

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

highway US 14/16/20 between milepost 51.69 and milepost 52.18  
 highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
 highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
 highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_

on November 30th 2013 between 5:30p and 6:30p  
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): The Cody Events Committee is seeking permission to hold the 21st Annual Cody Country Christmas Celebration on Sheridan Avenue on Saturday, November 30th, 2013 starting at 5:00pm. The event will consist of a downtown stroll, carolers, warming barrels and a lighted Christmas Parade. The lighted entries in the parade include horses, pedestrians, trailers, floats and trucks. The parade route will be shutdown at 5:30pm and the parade will begin at 6:00pm. Sheridan Avenue will re open after the parade ends - approximately 6:30pm Insurance and a routing map is included.

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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.

MEETING DATE: NOVEMBER 5, 2013  
DEPARTMENT: CITY ADMINISTRATOR  
PREPARED BY: JENNI ROSENCRANSE  
PRESENTED BY: JENNI ROSENCRANSE

## **AGENDA ITEM SUMMARY REPORT**

### **Master Plan Grant Agreement**

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

- Authorize the Mayor to sign a Community Development Block Grant Agreement between the Wyoming Business Council, Division of Investment Ready Communities and the City of Cody for the Cody Master Plan project.

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

The City of Cody was awarded a grant in the amount of \$50,000 for the creation of a City Master Plan in December 2011. In January 2012, we began the process of selecting a consultant to prepare the Master Plan for the City of Cody. In April 2012 the City of Cody entered into a Professional Services Contact with AECOM. We have been working on the plan ever since. We have held numerous public meetings and have worked through a committee to complete the plan. Unfortunately, the deadline to finish the plan was August 31, 2013. On July 23, 2013, I wrote to the Business Council and requested an extension. The Attorney General's Office was too busy to get the extension approved before the deadline passed and therefore the Business Council informed me we would need to enter into a new agreement rather than to sign an addendum for an extension. The new agreement has the same terms and conditions as the original agreement, however the new deadline to complete and adopt the Master Plan is March 31, 2014.

#### **FISCAL IMPACT**

There is no new fiscal impact to the City of Cody as a result of the new grant agreement.

#### **ALTERNATIVES**

Attachment: Grant Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE  
WYOMING BUSINESS COUNCIL, DIVISION OF INVESTMENT READY  
COMMUNITIES AND CITY OF CODY**

1. **Parties.** THIS COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT (“Grant Agreement”) is made between the Wyoming Business Council, Division of Investment Ready Communities (“WBC”), whose address is 214 West 15<sup>th</sup> Street, Cheyenne, Wyoming 82002 and City of Cody, a political subdivision of the State of Wyoming (“Grantee”), whose address is P.O. Box 2200, Cody, WY 82414. In consideration of the promises and covenants set forth below, the parties agree as follows:

2. **Purpose of Grant Agreement.** WBC shall provide federal Community Development Block Grant (“CDBG”) (CFDA #14.228) funds to Grantee in the amount set forth in Section 3, and Grantee shall undertake and complete materials, projects and/or services (collectively, the “Project”) described in Attachments A, B, and C attached hereto. Performance by Grantee (and any Subgrantee hereunder) of the requirements of this Grant Agreement and compliance with all CDBG program rules and regulations is a condition to Grantee’s receipt of monies hereunder.

3. **Term of Grant Agreement and Required Approvals.** This Grant Agreement shall commence September 1, 2013 and shall terminate on March 31, 2014, unless otherwise amended or terminated in accordance with the terms and conditions specifically provided herein. This Agreement may be extended when, in the sole discretion of the WBC, circumstances require an extension. Any extension shall be done by written amendment.

4. **Payment.** WBC agrees to grant monies to Grantee for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement and the CDBG program rules and regulations set forth at 24 C.F.R. § 570 (1998). The total payment to Grantee under this Grant Agreement shall not exceed one thousand nine hundred sixty eight dollars (\$1,968) (“Grant”). Payment will be made following Grantee’s delivery to WBC of invoices detailing services performed in connection with the Project in a form satisfactory to WBC and 24 C.F.R. § 85 more particularly described in 24 C.F.S. § 85. Payment shall be made from WBC’s CDBG budget pursuant to the schedule shown on Attachment B hereto.

5. **Responsibilities of Grantee Regarding the Project.** In undertaking and completing the Project, the Grantee further agrees as follows:

A. **Professional Services.** The Grantee agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence, and skills that would be exercised by a Grantee under similar circumstances, to the satisfaction of the WBC.

ORIGINAL

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**B. Procurement Regulations.** Grantee agrees to comply with federal procurement regulations as stated in the Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 C.F.R. § 85 (1998) (hereinafter “24 C.F.R. § 85”), and provided separately to Grantee by WBC. Consultants used in connection with the Project must be chosen by Grantee on a competitive basis. In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and subrecipients, conflict of interest provisions shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.

(i) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(ii) Persons covered. The conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

(iii) Exceptions: The state may grant an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of 24 CFR § 570.489 including the state's position with respect to each factor of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(a) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

- (b) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

**C. Compliance with Laws.** In the interpretation, execution, administration, and enforcement of this Grant Agreement, Grantee agrees to comply with all applicable state and federal laws, rules, and regulations including but not limited to:

- i. Grantee agrees to comply with all federal requirements governing grant agreements which are applicable, including but not limited to 24 C.F.R. § 85; Office of Management and Budget (“OMB”) Circular A-87 Cost Principles for State and Local Governments; and OMB Circular A-133 Audits of State and Local Governments. The Single Audit Act of 1984, 31 U.S.C. §§ 7501-7 further defines auditing responsibilities and Grantee agrees to comply therewith. The foregoing requirements and other certifications being made by Grantee as a part of this Grant Agreement are more particularly described on Attachment C hereto.

- ii. Grantee further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*, and the Fair Housing Act, 42 U.S.C. § 3601 *et seq.* (see Attachment C, Section J), and that it will affirmatively further fair housing.

- iii. Grantee shall comply with “Equal Opportunity in Federal Employment”, Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965) *as amended* by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. Grantee shall not discriminate against a qualified individual with a disability and shall comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and any rules and regulations related thereto. Grantee shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin, or disability in connection with the performance of this Grant Agreement.

**D. Monitoring of Activities, Evaluation, and Access.** WBC shall have the right and Grantee hereby agrees to allow WBC, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (“HUD”) and any of their duly authorized representatives to (i) have access at anytime to any books, documents, papers and records of Grantee related to the Project or any activities related to this Grant Agreement including all such records and activities of any sub-Grantee of Grantee hereunder (“Records”), (ii) make site inspections at anytime, and bring experts and consultants on Grantee’s site, and (iii) observe all Grantee personnel on site in every phase of performance of this Grant Agreement and the Project, for purposes which

include but are not limited to: audit and examination of Records, copying of Records, examination or evaluation of completed work or work in progress in connection with the Project, determination as to Grantee's compliance with applicable laws and regulations as required hereunder, and to evaluate Grantee's fiscal and administrative compliance with this Grant Agreement and CDBG program rules and regulations. Grantee shall, immediately upon receiving written request from WBC, the Comptroller General, or HUD, provide to any independent auditor, accountant, or accounting firm, all Records pertinent to this Grant Agreement in such form and detail as WBC and HUD may require. Grantee shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any such audit. Grantee shall include an audit of the CDBG Program in its annual audit in accordance with the Single Audit Act of 1984 and OMB Circular A-133.

**E. Copies of Written Product.** If the Project includes a final printed or written product such as a brochure, report, book, poster, etc., Grantee agrees to provide one copy of such product upon its completion to WBC without charge.

**F. Retention of Records.** Grantee agrees to retain all records related to the Project which are required to be retained pursuant to this Agreement or the CDBG program rules and regulations for 3 years following WBC's date of notice to Grantee of administrative closeout of the Grant.

**G. Prohibition on Lobbying.** Grantee agrees that it will comply with the prohibition against the use of Grant monies for lobbying as stated in 18 U.S.C. § 1913 (1984): "No part of the money appropriated by an enactment of Congress shall, in absence of express authorization by Congress, be used directly or indirectly to pay for personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member, or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." The monetary proceeds of this agreement are specifically for the projects(s)/programs(s) specified in this agreement and cannot be used for any lobbying efforts of either federal or state officials. Strict accounting is needed by the Grantee to ensure no funds are used in this manner.

**H. Grantee Project Monitoring.** The Grantee will monitor grant activities during the entirety of the project. This includes site inspections, file reviews which shall include verification that the national objective is being met as well as documentation on the validity of the methodology used to ensure compliance with the national objective. The Grantee shall also assure the Subgrantee is adhering to the terms set out in

Attachment A of the grant agreement.

6. **Responsibilities of WBC.** WBC will, at its discretion, assist in providing Grantee access to information, including without limitation providing Grantee with information concerning CDBG program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with Grantee whenever possible. WBC shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.

7. **Special Provisions.**

A. **Limitation on Payments.** WBC's obligation to pay Grantee for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds which are allocated to pay Grantee hereunder. If grant agreement monies are not allocated and available for WBC to pay Grantee for the performance of the Project, WBC may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.

WBC shall notify Grantee at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to WBC in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. WBC shall not be obligated or liable for any future payments due or promised hereunder or for any damages to Grantee or any other person or entity as a result of termination under this section. This provision shall not be construed so as to permit WBC to terminate this Grant Agreement in order to contract for similar services from another party.

B. **No Finder's Fees.** No finder's fee, employment agency fee, broker fee, or other such fee related to this Grant Agreement shall be paid by either party.

C. **Reporting.** Within 15 calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, Grantee shall furnish WBC with a written progress report. Each progress report shall set forth, in narrative form; the Project work accomplished under the Grant during the quarter and shall include a financial status report. At the end of the term, Grantee shall furnish WBC with a comprehensive report of the Project and accomplishments and personnel retained pursuant to the Grant. Grantee shall likewise furnish WBC with a cumulative financial statement, reflecting total expenditures pursuant to this Grant Agreement.

D. **Office Space.** Grantee will not include charges or seek reimbursement in any invoice submitted to WBC for office or building space of any kind obtained by Grantee for the performance of the Project. Grantee will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will Grantee be allowed to purchase office equipment with funds

received through this Grant Agreement.

**E. Minority Business Enterprise.** Grantee is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.

**F. Community Development Plan.** Grantee shall develop a community development plan that identifies community development and housing needs and specifies both short and long-term community development objectives that have been developed in accordance with the primary goals of the CDBG program. The plan should include (i) the needs of low to moderate income individuals; and (ii) a plan to minimize displacement of citizens because of CDBG activities. Grantees using CDBG funds for housing related projects shall also submit a brief narrative describing how they determined their need for their housing program to include pertinent local housing data, surveys, or statistics.

**G. Budget Transfer Limitation.** Grantee agrees it will not exceed any of the line item totals listed on Attachment B by more than twenty percent (20%) without prior approval from WBC. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.

**H. Suspension and Debarment, Voluntary Exclusion.** By signing this Grant Agreement, the Grantee certifies that it is not suspended, debarred, or voluntarily excluded from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded. Further, Grantee agrees to notify the WBC by certified mail should Grantee or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

**I. Human Trafficking.** As required by 22 U.S.C. 7104(g) and 2 C.F.R. Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:

- (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
- (b) Procures a commercial sex act during the period of time that the award is in effect; or
- (c) Uses forced labor in the performance of the award or subawards under the award.

**J. Non-Supplanting Certification.** Subrecipient hereby affirms that federal grant funds will be used to supplement existing funds, and will not replace

(supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Grant Agreement.

**8. Default and Remedies.** In the event Grantee or any Subgrantee of Grantee under this Grant Agreement defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the CDBG program rules and regulations, then WBC and/or HUD shall have the right to exercise all remedies provided by law or in equity, including without limitation:

A. Immediately terminating this Grant Agreement without further liability or obligation of WBC;

B. Issuing a letter of warning advising Grantee of the deficiency and putting the Grantee on notice that additional action will be taken if the deficiency is not corrected or is repeated;

C. Recommending, or requesting Grantee to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;

D. Advising Grantee that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as WBC and HUD may require;

E. Advising Grantee to suspend disbursement of funds for the deficient activity;

F. Advising Grantee to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;

G. Changing the method of payment to Grantee; and/or

H. Reducing, withdrawing, or adjusting the amount of the Grant.

**9. General Provisions.**

A. **Amendments.** Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, executed and signed by all parties to this Grant Agreement.

B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming, except as specified in Attachment C.

C. **Subgrantee.** The Grantee shall include the requirements of this Grant Agreement in any such agreement or contract, and shall ensure that Subgrantee complies with the terms hereof as if he or it were the Grantee hereunder. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. Grantee shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of WBC.

D. **Assumption of Risk.** Grantee shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to Grantee's failure to comply with this Agreement and all state or federal CDBG requirements. WBC shall notify Grantee of any state or federal determination of noncompliance.

E. **Entirety of Grant Agreement.** This Grant Agreement consisting of eleven (11) pages, Attachment A, consisting of two (2) pages, Attachment B, consisting of one (1) page, and Attachment C, consisting of six (6) pages represents the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

F. **Indemnification.** The Grantee shall indemnify, defend and hold harmless the State, the Council, and their officers, agents, employees, successors, and assignees from any and all claims, lawsuits, losses, and liability arising out of grantees failure to perform any grantee duties and obligations hereunder or in connection with the negligent performance of grantee duties or obligations, including but not limited to any claims, lawsuits, losses, or liability arising out of grantees malpractice.

G. **Independent Contractor.** Grantee shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of WBC for any purpose. Grantee shall assume sole responsibility for any debts or liabilities that may be incurred by the Grantee in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing Grantee or its agents and/or employees to act as an agent or representative for or on behalf of WBC, or to incur any obligation of any kind on the behalf of WBC. Grantee agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to WBC employees will inure to the benefit of Grantee or Grantee's agents and/or employees as a result of this Grant Agreement.

H. **Kickbacks.** Grantee warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement. In addition:

i. Grantee shall comply with the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, as supplemented in the Department of Labor Regulations 29 C.F.R., § 3. This Act provides that Grantee is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. Said Act is more particularly described in Attachment C.

ii. No staff member or other personnel of Grantee shall engage in any grant agreement or activity that would constitute a conflict of interest as related to this Grant Agreement.

iii. If Grantee breaches or violates any warranty in this Section 8.h, WBC may, at its discretion, terminate this Grant Agreement without liability to WBC, deduct from the amount of the Grant, or otherwise recover, the full amount of any commission, percentage, gift or fee.

I. **Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred 3 days following deposit in the U.S. mail or upon delivery in person.

J. **Patent or Copyright Protection.** Grantee recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the Grantee or its Subgrantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. Grantee shall defend, indemnify and hold harmless WBC from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.

K. **Prior Approval.** This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by WBC in its discretion and this Grant Agreement has been reduced to writing, approved as to form by the Office of the Attorney General and signed by all parties.

L. **Severability.** Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.

M. **Sovereign Immunity.** The State of Wyoming and WBC do not waive sovereign immunity by entering into this Grant Agreement and the Grantee does not

waive governmental immunity, and each specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Grant Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

N. **Taxes.** Grantee shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.

O. **Time is of the Essence.** Time is of the essence in the performance by Grantee all provisions of the Grant Agreement.

P. **Waiver.** The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.

Q. **Titles Not Controlling.** Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.

R. **Interest in Members of WBC and Others.** No officer, member or employee of WBC, and no public official or employee of the governing body of the locality or location in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall: (a) participate in any decision relating to this Grant Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; or (b) have any interest direct, or indirect, in this Grant Agreement or the proceeds hereof.

S. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement. The provisions of this Grant Agreement are intended only to assist the parties in determining and performing their obligations under this Grant Agreement.

T. **Ownership of Documents/Work Product/Materials.** All documents, records, field notes, data samples, specimens, and materials of any kind resulting from performance of this Grant Agreement are at all times the property of the WBC.

U. **Unused/Misused Funds.** The WBC shall be entitled to recover from the Grantee any full or partial payment made under this Grant Agreement for: 1) any



**ATTACHMENT A TO  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN THE WYOMING BUSINESS COUNCIL  
AND CITY OF CODY**

Grantee will receive the sum of one thousand nine hundred sixty eight dollars (\$1,968) from the Wyoming Business Council, pursuant to the Economic Development planning grant portion of the Wyoming Community Development Block Grant (CDBG) program. Grantee will, in turn, use the funds to complete a new plan or a revision of the existing 1997 Master plan to assist in planning for the future growth in the City of Cody. This project is more fully described in the CDBG application received by the Wyoming Business Council dated August 23, 2011.

As a result of the grant, the Grantee agrees that on an annual basis, in any fiscal year in which grant funds are received, if the Grantee has received a total of \$500,000.00 or more in federal funds (not just CDBG), the Grantee will provide a copy of the fiscal year's audit done in compliance with federal circular A-133 (see page 2). If federal funds received do not exceed \$500,000.00, Grantee will submit a statement indicating such.

Plans that are specific to housing or that have a housing element should consider the following items/issues. This is particularly true should your community seek future assistance from the Community Development Block Grant program, the Wyoming Community Development Authority, the Wyoming Housing Network, the U.S. Department of Agriculture Rural Development among others to implement the findings of your planning. The WBC recommends a two part process with the first being developing the needs assessment and community awareness and the second part being the long and short term goal setting and implementation.

**Housing Needs**

- What is the housing deficit in your community (rental, subsidized, homeownership, special needs, assisted living facility, transitional)?
- What are the barriers or impediments to achieving affordable and decent housing for the citizens of the community? What are the solutions?
- What is the market area?
- How many in the community are very low, low, or moderate income?
- How many are in housing with an unreasonable cost burden?
- How many are overcrowded?
- How many are overhoused (needing/wanting to downsize)?
- How many are experiencing substandard housing conditions?
- What is the future supply? (number of units already under construction, permitted or planned, units made available as a result of new units constructed, available land, materials and workers)

## **Homelessness**

- What is the nature and extent of homelessness in your community?
- Are there appropriate facilities and services for homeless families with children?
- What are the characteristics and needs of low income individuals and families with children who are currently housed but threatened with homelessness?
- Number of persons who are not homeless but require supportive housing including the elderly , frail elderly, persons with disabilities (mental, physical or developmental, persons with alcohol or other drug additions, persons with HIV/AIDS and their families or public housing residents).
- Facilities and services to assist those who are not homeless but require supportive housing and programs to keep that person from returning to mental and physical health institutions.

## **Housing Conditions**

- Number of housing units occupied by low and moderate income families that contain lead based paint hazards.
- Significant characteristics of the county's housing markets including supply, demand, condition and cost.
- Are there existing opportunities such as foreclosures, vacant lots, abandoned properties, conversions of non-residential structures or second floor housing?

## **Support and Policies**

- Analysis of the cost, financial impediments, land use controls, building codes, and incentives to develop, maintain or improve affordable housing in the area.
- What are your data sources? (i.e. Census, surveys, advisory group or task force).
- Have you identified potential partnerships? (i.e. local housing authority, housing advocacy groups, Wyoming Community Development Authority, Wyoming Housing Network, developers, realtors, lenders, community support such as Department of Family Services, healthcare, etc.)
- What infrastructure exists? Is it adequate? If not, what are the infrastructure needs?
- What other services are in place or would need to be established such as utilities, schools, transportation?
- What are the past and present market trends?
- Other considerations include quality of existing units, energy efficiency of existing housing stock, vacancy and turnover rates, and price.
- What are the short and long term housing goals?

**ATTACHMENT B TO  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN THE WYOMING BUSINESS COUNCIL  
AND CITY OF CODY**

PURPOSE: Master Plan Revision

<b>Projected Grant Expenditure Schedule for Cody Master Plan</b>			
<b>DESCRIPTION</b>	<b>CDBG</b>	<b>MATCH</b>	<b>TOTAL</b>
		<b>Cash (Cody)</b>	
<b>Consultant Services</b>	<b>\$1,968</b>	<b>\$492</b>	<b>\$2,460</b>
<b>Total Project Cost</b>	<b>\$1,968</b>	<b>\$492</b>	<b>\$2,460</b>

All cash requests submitted to the Wyoming Business Council must be accompanied by invoices and bills for goods and services to be purchased by the grant funds. The Wyoming Business Council will release funds only after an invoice is received and these invoices will be paid in the amount of eighty percent (80%) of each invoice billed.

For a consultant to be reimbursed for travel expenses, the following must be provided:

- Date of the trip
- Reason for the trip
- Person(s) making the trip
- Amount of miles charged and at what rate
- Receipt for lodging and meals

If actual costs of the project are more than the available funds indicated in Attachment B, Grantee agrees to pay the difference in the amount of funds awarded through the CDBG Program and the actual costs of the completed project.

Planning Only grants, please note that a digital copy of the completed plan must be submitted before final payment can be made and the grant closed.

**ATTACHMENT C TO  
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT  
BETWEEN THE WYOMING BUSINESS COUNCIL  
AND CITY OF CODY**

Grantee acknowledges and consents to, and will comply with the following:

A. Grantee is authorized and hereby consents to accept the jurisdiction of the Federal courts for the purpose of enforcement of its responsibilities as contained in this Attachment as such an official and Grantee's responsibilities under the Grant Agreement.

B. The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight.

(The requirement for this certification will not preclude WBC from approving a pre-application where the Grantee certifies, and WBC determines, that all or part of the community development program activities are designed to meet other community development needs having a particular urgency as specifically explained in the pre-application)

C. Grantee will consent to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.* ("NEPA"), insofar as the provisions of Act apply to the Wyoming Small Communities Block Grant Program.

D. Grantee will, in connection with its performance of environmental assessments under NEPA, comply with Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470); "Protection and Enhancement of the Cultural Environment", Exec. Order No. 11,593, 36 Fed. Reg. 8921 (1971), and 36 C.F.R. § 800.8 by consulting with the Wyoming State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed activity.

E. Grantee will comply with the regulations, policies, guidelines and requirements of 24 C.F.R. § 85, as they relate to the acceptance and use of Federal funds and will comply with all requirements imposed by WBC concerning special requirements of law, program requirements, and other administrative requirements.

F. Grantee will administer and enforce the labor standards requirements set forth in the Davis-Bacon Act, 40 U.S.C. § 276a, Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-32, the Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58, and regulations issued to implement such requirements, as each may be amended from time to time.

G. Grantee will comply with the provisions of "Floodplain Management", Exec. Order No. 11,988, 42 Fed. Reg. 26,951 (1977), *as amended* by Exec. Order No. 12,148, 44 Fed. Reg. 43,239 (1979), relating to evaluation of flood hazards and floodplain management; and "Protection of Wetlands", Exec. Order No. 11,990, 42 Fed. Reg. 26,961 (1977), *as amended* by Exec. Order No. 12,608, 52 Fed. Reg. 34,617 (1987), relating to wetlands protection.

H. Grantee will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 *et seq.*, which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes this Grant.

I. Grantee will, pursuant to the Architectural Barriers Act of 1968, 42 U.S.C. § 4151, *et seq.*, require every building or facility (other than a privately owned residential structure) designed, constructed or altered with funds provided under this part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped", Number A117.1-1961, subject to the exceptions contained in 41 C.F.R. § 101-17.703. Grantee will be responsible for conducting inspections to ensure compliance with these specifications by its contractor(s).

J. Grantee will comply with:

(1) The Civil Rights Act of 1964, 42 U.S.C. 2000 *et seq.*, and the regulations issued pursuant thereto including 24 C.F.R. § 1, which provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to any discrimination under any program or activity for which the Grantee receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Grantee, this assurance shall obligate and bind the Grantee, or in the case of any transfer of such property, any transferee, to comply with such laws and regulations for the period during which the property or structure is used for the purpose for which the Federal financial assistance is extended, or for other purposes involving the provision of similar services or benefits.

(2) The Civil Rights Act of 1968, 42 U.S.C. § 3604-3606, administering all programs and activities relating to housing and

*Attachment C*

*Community Development Block Grant – Economic Development – Grant Agreement Between the Wyoming Business Council and City of Cody-Master Plan Revision*

*Page 2 of 6*

community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.

K. Grantee will:

(1) Comply with Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Pub. L. No. 91-646, 84 Stat. 1894, and HUD implementing regulations at 49 C.F.R. § 24, and 24 C.F.R. § 570.606;

(2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 to all persons displaced as a result of acquisition of real property for an activity assisted under the Wyoming CDBG Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income.

(3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex or source of income.

L. Grantee will comply with the provisions of the Hatch Act, as amended, which limits the political activity of employees.

M. Grantee will give WBC and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the Grant.

N. Grantee will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of EPA Office of Federal Activities indicating that the facility to be used in the Project is under consideration for listing by the EPA.

O. Grantee will comply with the provisions of 42 U.S.C. § 4831, regarding the use and removal of lead-based paints.

P. Grantee will, with any housing rehabilitation program, implement the provisions of Section 39, Energy Conservation Standards, of the Housing and Urban Development Act, Pub. L. No. 89-117, 79 Stat. 451 (1965), as is practical and possible in the rehabilitation of any residential structures, and will adopt and implement a housing rehabilitation standard.

Q. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 and the regulations issued pursuant thereto 24 C.F.R. § 8), which provide that "No otherwise qualified individual with disabilities in the United States shall solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance..."

R. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or Contract for Services is or will be following a detailed citizen participation plan that satisfies the requirements of 24 C.F.R., § 570.486.

S. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or contract for services has identified its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet these needs.

T. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or contract for services will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Grantee will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

U. Grantee certifies that the unit of local government participating in this CDBG Agreement and/or contract for services has adopted and is enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable state and local laws against physically barring entrance-to or exit-from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

V. Grantee will comply with, certify to, and have a written policy in accordance with the Drug-Free Workplace Act of 1988 (Public Law 100-690), including but not limited to provisions of 24 C.F.R. § 24(F), "Drug-Free Workplace Requirements", and 48 C.F.R. § 23.5, "Drug-Free Workplace". Compliance includes, but is not limited to, the publication of a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

W. Grantee certifies that to the best of its knowledge and belief:

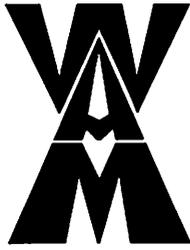
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the unit of local government participating in this CDBG Agreement, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) It will require that the language of paragraphs 1 and 2 of this certification will be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

X. Grantee certifies that the activities to be undertaken with CDBG funds are consistent with the Strategic Plan incorporated within the State Consolidated Plan for Housing and Community Development.

Y. Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 C.F.R. § 135, “Economic Opportunities for Low and Very Low Income Persons”, as each may be amended.



WYOMING  
ASSOCIATION  
OF MUNICIPALITIES

315 West 27<sup>th</sup> Street  
Cheyenne, WY 82001  
Phone (307) 632-0398  
FAX (307) 632-1942  
email: wam@wyomuni.org

## MEMORANDUM

TO: **Municipal Clerks (*Please pass to Mayors and Council Members*)**

FROM: Ginger Newman, Director of Communications and Training

SUBJECT: **Voting Delegates for the 2014 WAM Winter Workshop (February 26-28, 2014)**

DATE: October 16, 2013

WAM will hold a business meeting at the Winter Workshop in Cheyenne on Wednesday, February 26, 2014 at 4:00pm at Little America following the legislative review. **Any** individual member of WAM is entitled to speak during the business meeting. However whenever a vote is taken **only the official voting delegate, or the alternate**, is allowed to vote for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

**Please complete the attached form and mail/fax it to WAM by Friday, February 7, 2014.** We appreciate your cooperation on this matter to ensure each municipality is represented by a person who has been duly authorized by your governing body to vote at the business meeting.

If you find your official delegate is not able to attend the Winter Workshop at the last moment, you may re-appoint someone else. In order for this change to be accepted we do need the change in **writing**. You may send/fax it to the WAM office by Friday, February 21, 2014 or your voting delegate may bring the written change/authorization to Winter Workshop and submit it to the WAM registration desk **by Wednesday, February 26, 2014 before 12:00n. After that time, changes will not be accepted.**

Please contact us with any questions.

Ensure YOUR community has a VOICE and a VOTE at the winter business meeting!

**WYOMING ASSOCIATION OF MUNICIPALITIES  
2014 WAM WINTER WORKSHOP  
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the *Official Voting Delegate* for the 2014 WAM Winter Workshop Business Meeting in Cheyenne, Wednesday, February 26, 2014.

**City/Town:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

*Alternate Delegate will be:* \_\_\_\_\_

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

**Date Approved by the City/Town Council:** \_\_\_\_\_

**Attest:** \_\_\_\_\_ (City/Town Clerk)

**PLEASE MAIL/FAX TO WAM NO LATER THAN February 7, 2014**

315 West 27 Street, Cheyenne, WY 82001

Phone (307) 632-0398, Fax (307) 632-1942 or

Email to Earla Checchi at: [checchi@wyomuni.org](mailto:checchi@wyomuni.org)

**BUILDING STRONG COMMUNITIES**

## AGENDA ITEM SUMMARY REPORT

### Rec Center Membership Categories

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

Request that City Council approves and adopts new Recreation Center membership categories.

- Effective December 1, 2013, approve a 10% discount for seniors and senior couples 65 and older.
- Approve a monthly rate of \$49 and a daily rate of \$2 for the last two hours before closing.
- Also approve a new shower only rate of \$5 daily.

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

The Shoshone Recreation District Board and the Recreation Steering Committee recommends new membership categories for the Rec Center. The SRD/City Council Steering Committee recommends that City Council approves the new charges and policies for Rec Center membership categories. The proposals include adding a monthly rate of \$49, a daily rate of \$2 for the last two hours before closing the facility, and a 10% discount for seniors ages 65 and older. A \$5 daily shower only fee is requested.

The committee also considered a family rate but decided it would be very difficult to administer and cost the City hard costs and soft costs. A family rate should not be adopted since the facility is already discounted by the annual City subsidy.

#### **FISCAL IMPACT**

If family rates were adopted at \$600 the initial loss in revenue for the City would be \$2,190. A discount rate of \$550 would cost the City \$5,140 for a family rate. The \$600 rate would be required to bring in four new families to break even. A new family at a rate of \$550 requires ten new members to break even. The 10% discount for seniors will cost the City \$1,860 initially based on current member count that have provided their age. The committee thinks the loss of revenue is worth it and could be made up with new senior members.

#### **ALTERNATIVES**

1. Approve the new categories.
2. Adjust the new categories.
3. Deny the request.

Attachment  
Membership Category Table

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

Current Fee Structure				Proposed Additional New Rates			
Membership Category	Charter	Five--Star	Annual Membership	New Rate Categories	6-month Rates	Monthly	Daily rates for Summer 7-9 pm and Year round 8-10 pm (Fri, Sat & Sun times vary)
Individual/ Adult	\$165	\$215	\$300			\$49	\$2
Additional Adult	NA	NA	\$180			\$49	\$2
Additional Youth	NA	NA	\$60			\$49	\$2
Student	NA	NA	\$210			\$49	\$2
Youth	NA	NA	\$150			\$49	\$2
Family	\$330	\$425	NA	\$600 or \$550			
Golden Individual	\$132	NA	NA	\$270			
Golden Couple	\$264	NA	NA	\$430			
Corporate Individual Memberships	\$165	\$215	\$245				
Corporate Family Memberships	\$330	\$425	\$485				

MEETING DATE: NOVEMBER 5, 2013  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: SARA WEAD, ASSISTANT  
ADMINISTRATIVE SERVICE OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Request for Transfer of Location of a Retail Liquor License**

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

Approve the transfer of location of the retail liquor license held by Michele Prevost dba Juniper Wine & Spirits to 1128 12<sup>th</sup> St, Cody, effective June 23<sup>rd</sup>, 2014 or after, contingent upon the purchase of the building and any alterations to the building complying with all City regulations.

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

Michele Prevost dba Juniper Wine & Spirits has requested to transfer the location of the retail liquor license currently held at 30 Pearson Ave to 1128 12<sup>th</sup> Street, Cody. Mrs. Prevost is currently in the process of purchasing the building.

This liquor license came under the City's jurisdiction when the 2AB area was annexed in to the City on June 23, 2008. Per State Statute 12-4-602(c), a county license transferred within the jurisdiction of a city pursuant to annexation shall not be transferred to new premises for a period of six years after the transfer of jurisdiction. Therefore, the earliest possible date for the transfer of location to be effective is June 23, 2014.

#### **FISCAL IMPACT**

If approved, the City of Cody would receive a transfer fee of \$100.

#### **ALTERNATIVES**

1. Approve the transfer of the retail liquor license including all contingencies.
2. Deny the transfer of the retail liquor license

#### **ATTACHMENTS**

State of Wyoming Liquor License transfer application and required attachments

#### **AGENDA & SUMMARY REPORT TO:**

Michele Prevost 307-587-4472

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

## FOR NEW LICENSES AND TRANSFER LICENSE AND/OR PERMIT APPLICATION FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

**To be completed by the City, Town or County Clerk:**

Date Filed: 10 / 2 / 2013

Basic Fee:	Annual Fee	Prorated Fee
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>260.00</u>	

Required Attachments Received: Yes

Advertising Dates(4): 10/10, 10/17, 10/24, 10/31

Hearing Date: 11 / 5 / 2013

Local Licensing Number: 364

For the license term: 6 / 23 / 14  
Month Day Year

Through: 7 / 31 / 14  
Month Day Year

**A copy must be immediately forwarded to:**  
 State of Wyoming Liquor Division  
 6601 Campstool Rd.  
 Cheyenne WY 82002-0110

Formerly Held by: \_\_\_\_\_

Applicant: Michele Prevost

Trade Name (dba): Juniper wine & spirits

Premise Address: 1128 12th Street  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: 104 Bear Creek Rd  
Number & Street or P.O. Box

Cody WY 82414  
City State Zip

Business Telephone Number: (307) 587 4472

Fax Number: \_\_\_\_\_

E-Mail Address: micheled@juniperevent.com

**LICENSING AUTHORITY:** Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

<p><b>FILING FOR</b></p> <p><input type="checkbox"/> NEW</p> <p><input checked="" type="checkbox"/> TRANSFER LOCATION</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input checked="" type="checkbox"/> COUNTY OF <u>Park</u></p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> on-premise only</p> <p><input type="checkbox"/> off-premise only</p> <p><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>mon - sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>11am - 6pm thurs - sat</u></p>
---	--	--

1. Location of License:

(a) Give a description of the dispensing room and state where it is located in the building (e.g. 10x12 room in SE corner of 1st floor of building). If the building is not in existence, provide the location and an architect's drawing or suitable plans of the room and premises to be licensed: If **Winery** or **Microbrewery**, also list manufacturing facility. W.S. 12-4-102(a)(i): (Please submit a drawing of dispensing room)

see attachment

(b) Do you have an additional dispensing room?  YES  NO If yes, provide description and location:

40' x 24' Room on East side of building.

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:

0.7 Lot 18 Bk 29, Zone DZ

2. Do you W.S. 12-4-103 (a) (iii):

- (1) **OWN** the building in which sales room is located?  YES (own)
- (2) **LEASE** the building in which sales room is located?  YES (lease)

(A) **DATE** lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

**NOTE:** Attach a true copy of the lease to application. Lease MUST contain provision for SALE OF ALCOHOLIC or MALT BEVERAGES and be valid THROUGH the TERM OF THE LICENSE W.S. 12-4-103(a)(iii).

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for?  YES  NO
  - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO
  - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO
  - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
 If "YES", explain: \_\_\_\_\_

6. Is applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b):**

8. (a) Have you submitted a valid food service permit upon application?  YES  NO  
 W.S. 12-4-407(a) W.S. 12-4-413(a)
- (b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b)  YES  NO  N/A

**RESORT LICENSE: Complete questions 9(a) through 9(c):**

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO
- (b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO
- (c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

**MICROBREWERY AND/OR WINERY LICENSE: Complete questions 10 through 11:**

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)  YES  NO
- If "YES", please specify type:  Microbrewery  Winery  Retail  
 Restaurant  Resort  Bar & Grill:
11. (a) Do you self distribute your products?  YES  NO  
 (b) Do you distribute your products through an existing malt beverage wholesaler?  YES  NO

**ORGANIZATION AND/OR CLUB LICENSE: Complete questions 12 through 15 as applicable:**

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) The name and address of the grand lodge or national organization is: \_\_\_\_\_
  - (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge?  YES  NO
  - (c) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO
  - (d) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

13. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):

- (a) The name and address of the National Veterans organization is: \_\_\_\_\_
- (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes?  YES  NO
- (c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**14. SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E):**

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located?  YES  NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state?  YES  NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service?  YES  NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year?  YES  NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues?  YES  NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club?  YES  NO
- (g) Have you filed a true copy of your bylaws with the local licensing authority and the Wyoming Liquor Division?  YES  NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License?  
**(THE PETITION MUST BE ATTACHED TO APPLICATION)**  YES  NO
- (i) Have you filed with the licensing authority and the Wyoming Liquor Division a detailed statement of your activities during the preceding year which were undertaken or furthered in pursuit of the objectives of the club, along with an itemized statement expended for such activities?  YES  NO

**15. GOLF CLUBS W.S. 12-1-101(a)(iii)(D):**

- (a) Do you have more than fifty (50) bona fide members?  YES  NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse?  YES  NO

- 16. (a) If applicant is an Individual or Partnership:** State the name, date of birth and residence of each applicant or partner, if the application is made by more than one individual or by a partnership.  
**If the application is for a Club:** State the name, date of birth and residence of each officer.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip		Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
					YES <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
Michele Lynn Prestost	[REDACTED]	[REDACTED]		[REDACTED]	NO <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
					YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
					NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
					YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
					NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
					YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
					NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
					YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
					NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

- (b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership:** State the name, date of birth and residence of each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip		Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
							YES <input type="checkbox"/>	YES <input type="checkbox"/>
							YES <input type="checkbox"/>	YES <input type="checkbox"/>
							NO <input type="checkbox"/>	NO <input type="checkbox"/>
							YES <input type="checkbox"/>	YES <input type="checkbox"/>
							NO <input type="checkbox"/>	NO <input type="checkbox"/>
							YES <input type="checkbox"/>	YES <input type="checkbox"/>
							NO <input type="checkbox"/>	NO <input type="checkbox"/>
							YES <input type="checkbox"/>	YES <input type="checkbox"/>
							NO <input type="checkbox"/>	NO <input type="checkbox"/>

(If more information is required, list on a separate piece of paper and attach to this application.)

**OATH OR VERIFICATION**

(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING )

COUNTY OF Park SS.

Before Me, Judy A Faulk, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

Park a Notary Public, Officer authorized to administer oaths in and for  
County, State of Wyoming, personally appeared

Michele L Prevost name he/she being first duly sworn  
(Insert Names)

by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



My Commission expires: 02/18/2017

1. Michele L Prevost

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

Witness my hand and official seal:

Judy A Faulk  
(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 10/02/2013

**REQUIRED ATTACHMENTS:**

- (a) Attach any lease agreements W.S. 12-4-103 (a) (iii).
- (b) If the building is not in existence, an architect's drawing or suitable plans of the room and the premises to be licensed must be attached W.S. 12-4-102 (a) (i).
- (c) A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (v).
- (d) Restaurant or Bar & Grill Liquor License applicants must include a copy of the CURRENT food service permit W.S. 12-4-407 (a) or 12-4-413 (a).
- (e) Include a drawing of the dispensing room W.S. 12-5-201 (a).
- (f) Check or bank draft as payment for the application and publishing the notice of application (Direct billing is permissible for publication fees) W.S. 12-4-101-4 (a).
- (g) If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

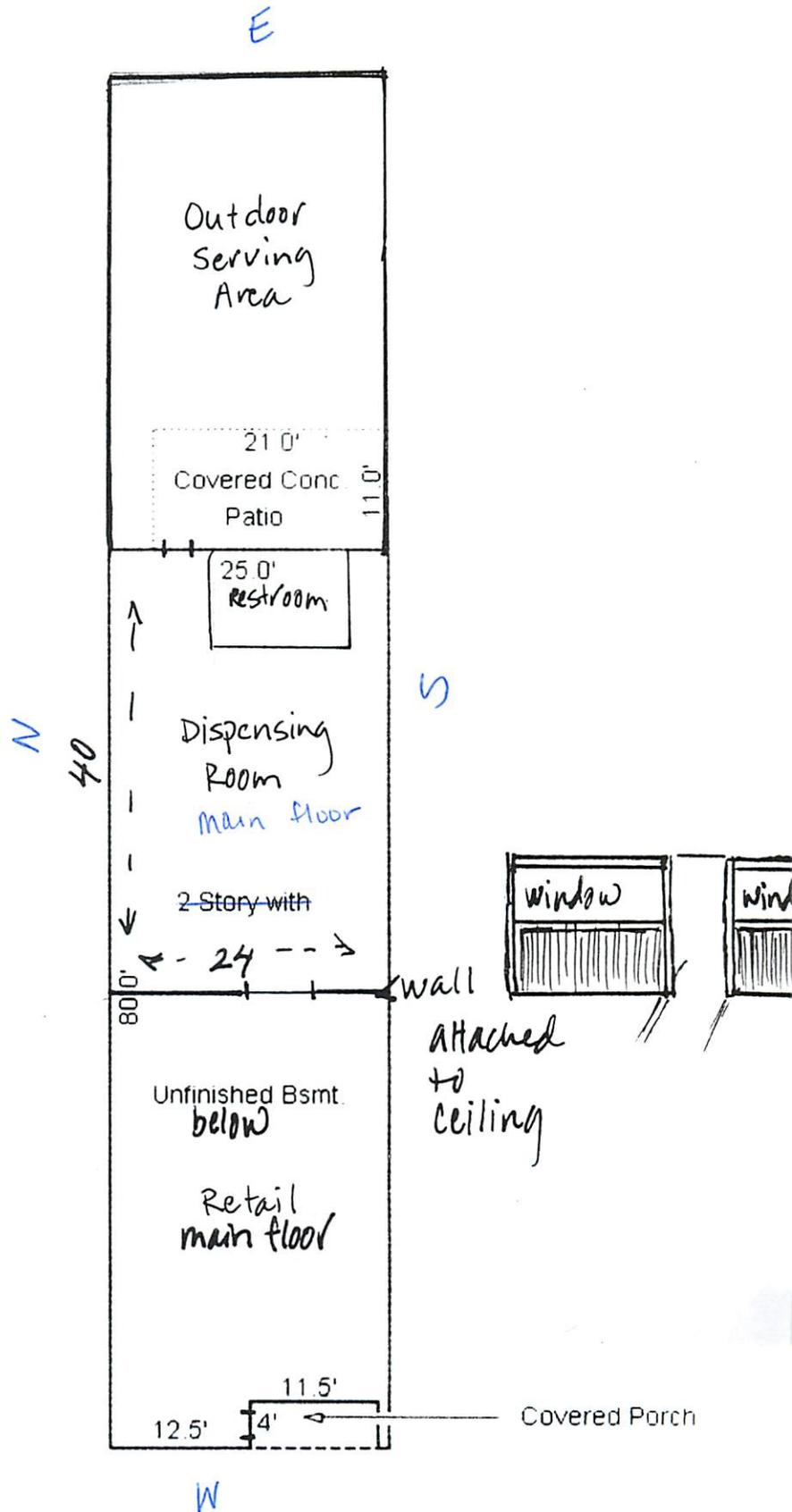
**ADVERTISING REQUIREMENTS W.S. 12-4-104(a):**

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for four (4) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

FOR LIQUOR DIVISION USE ONLY		
Reviewer	Initials	Date
Agent:		
Chief:		
Acct.:		

# Juniper Wine & Spirits

1128 12th Street  
Cody



Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>A &amp; I DISTRIBUTORS</b>							
<b>127557</b>							
	2380777	OIL	10/01/2013	601.63	601.63	11/06/2013	15W40
Total 127557:				601.63	601.63		
<b>ACE HARDWARE</b>							
<b>2390</b>							
	266595	DOOR STOPS	09/25/2013	22.47	22.47	11/06/2013	
	266887	DOOR STOP , HOOKS	09/30/2013	14.48	14.48	11/06/2013	
	267028	PVC GLUE	10/02/2013	33.98	33.98	11/06/2013	
	267067	SUPPLIES	10/02/2013	41.97	41.97	11/06/2013	
	267068	CROSSWALK COVER PAINT	10/02/2013	31.73	31.73	11/06/2013	
	267099	SUPPLIES	10/03/2013	24.46	24.46	11/06/2013	
	267276	FILTERS - 2AB LIFT STATION	10/07/2013	83.88	83.88	11/06/2013	
	267277	PAINT SUPPLIES FOR RESTRO	10/07/2013	34.95	34.95	11/06/2013	
	267279	CABLE & FITTINGS	10/07/2013	44.06	44.06	11/06/2013	
	267293	MATERIAL & SUPPLIES	10/07/2013	14.98	14.98	11/06/2013	
	267298	MATERIAL & SUPPLIES	10/07/2013	2.99	2.99	11/06/2013	
	267303	MATERIAL & SUPPLIES	10/07/2013	7.48	7.48	11/06/2013	
	267366	SNOW FENCE SUPPLIES	10/08/2003	22.97	22.97	11/06/2013	
	267372	LIGHTS - CITY SHOP	10/08/2013	11.16	11.16	11/06/2013	
	267387	EYE BOLT / RINGS	10/08/2013	7.57	7.57	11/06/2013	
	267411	MATERIAL & SUPPLIES	10/08/2013	41.82	41.82	11/06/2013	
	267415	MATERIAL & SUPPLIES	10/08/2013	19.90	19.90	11/06/2013	
	267438	MISC SUPPLIES	10/09/2013	28.87	28.87	11/06/2013	
	267522	SNOW FENCE SUPPLIES - LIVI	10/10/2013	131.68	131.68	11/06/2013	
	267525	TARP / SHOWER RINGS	10/10/2013	30.98	30.98	11/06/2013	
	267533	SUPPLIES	10/10/2013	13.16	13.16	11/06/2013	
	267539	BOLTS	10/10/2013	20.56	20.56	11/06/2013	
	267540	SNOW FENCE SUPPLIES	10/10/2013	6.99	6.99	11/06/2013	
	267733	MATERIAL & SUPPLIES	10/14/2013	14.54	14.54	11/06/2013	
	267743	SHOP SUPPLIES	10/14/2013	14.99	14.99	11/06/2013	
	267797	MATERIAL & SUPPLIES	10/15/2013	25.98	25.98	11/06/2013	
	267798	PAINTING SUPPLIES	10/15/2013	40.84	40.84	11/06/2013	
	267832	TAPE	10/15/2013	12.98	12.98	11/06/2013	
	267877	SUPPLIES	10/16/2013	.83	.83	11/06/2013	
	267878	MATERIAL & SUPPLIES	10/16/2013	13.98	13.98	11/06/2013	
	267913	BULBS - AUDITORIUM	10/16/2013	28.96	28.96	11/06/2013	
	267958	PREP FOR PAINTING RESTRO	10/17/2013	25.98	25.98	11/06/2013	
	267961	SUPPLIES FOR PAINTING REST	10/17/2013	24.98	24.98	11/06/2013	
	268052	MATERIAL & SUPPLIES	10/18/2013	8.47	8.47	11/06/2013	
	268155	PAINT SUPPLIES	10/21/2013	11.99	11.99	11/06/2013	
	268170	SUPPLIES	10/21/2013	77.98	77.98	11/06/2013	
	268203	PAINT SUPPLIES	10/22/2013	22.96	22.96	11/06/2013	
	268358	SHOP SUPPLIES	10/24/2013	7.99	7.99	11/06/2013	
	268402	SUPPLIES	10/24/2013	8.99	8.99	11/06/2013	
Total 2390:				1,035.53	1,035.53		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	10900	CYCLE 2 OUTSOURCE BILLS	10/07/2013	257.13	257.13	11/06/2013	
	10933	CYCLE 2 OUTSOURCE BILLS	10/17/2013	420.92	420.92	11/06/2013	
Total 129162:				678.05	678.05		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ALCOPRO</b>							
<b>435</b>							
	0171217-IN	ALCO-SENSOR MOUTH PIECES	10/14/2013	130.00	130.00	11/06/2013	
Total 435:				130.00	130.00		
<b>ALSCO</b>							
<b>126551</b>							
	948245	RUGS - AUDITORIUM	08/06/2013	169.40	169.40	11/06/2013	
	955481	RUGS - CITY HALL	08/27/2013	50.63	50.63	11/06/2013	
	965430	TOWELS	10/07/2013	53.33	53.33	11/06/2013	
	965451	RUGS - CITY HALL	10/07/2013	52.69	52.69	11/06/2013	
	967245	TOWELS	10/14/2013	122.79	122.79	11/06/2013	
	969090	TOWELS	10/21/2013	50.04	50.04	11/06/2013	
	969110	RUGS - CITY HALL	10/21/2013	52.69	52.69	11/06/2013	
	969111	RUGS - AUDITORIUM	10/21/2013	176.23	176.23	11/06/2013	
Total 126551:				727.80	727.80		
<b>BIG HORN CINEMAS INC</b>							
<b>1125</b>							
	101413	FRIDAY AT THE MOVIES	10/14/2013	2,940.00	2,940.00	11/06/2013	
Total 1125:				2,940.00	2,940.00		
<b>BIG HORN GLASS</b>							
<b>1160</b>							
	33841	FIRE DOOR HARDWARE	08/31/2013	90.00	90.00	11/06/2013	
	33892	WINDOW REPLACEMENT (NICH	09/17/2013	414.64	414.64	11/06/2013	
Total 1160:				504.64	504.64		
<b>BIG HORN RADIO NETWORK</b>							
<b>1185</b>							
	CC-113092133	MARKETING ADS - REC CENTE	09/30/2013	153.00	153.00	11/06/2013	
Total 1185:				153.00	153.00		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	9612	MATERIAL & SUPPLIES	10/21/2013	548.80	548.80	11/06/2013	
Total 1210:				548.80	548.80		
<b>BLOEDORN LUMBER</b>							
<b>1590</b>							
	1338975	SUPPLIES	09/25/2013	29.94	29.94	11/06/2013	
	1366223	SUPPLIES	10/10/2013	53.91	53.91	11/06/2013	
	1372103	SUPPLIES	10/14/2013	29.94	29.94	11/06/2013	
	1374948	CONCRETE STAKES / NAILS	10/16/2013	23.35	23.35	11/06/2013	
	1377699	PREP FOR PAINTING BATHRO	10/17/2013	4.99	4.99	11/06/2013	
	1387892	SUPPORTS FOR SNOW FENCE	10/23/2013	17.99	17.99	11/06/2013	
Total 1590:				160.12	160.12		
<b>BLUE CROSS BLUE SHIELD OF WY</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
1360	102113	INSURANCE PREMIUMS	10/21/2013	115,900.11	115,900.11	11/06/2013	
Total 1360:				115,900.11	115,900.11		
<b>BOBCAT OF BIG HORN BASIN, INC.</b>							
<b>128623</b>							
	4000	EQUIPMENT RENTAL	10/16/2013	2,211.00	2,211.00	11/06/2013	
	7421	ELEC REPAIR GO3	10/14/2013	272.63	272.63	11/06/2013	
Total 128623:				2,483.63	2,483.63		
<b>BOONE'S MACHINE SHOP</b>							
<b>1400</b>							
	055758	REPAIR BIKE - REC CENTER	09/25/2013	20.00	20.00	11/06/2013	
	055796	STRET SIGN BASES	10/03/2013	154.60	154.60	11/06/2013	
Total 1400:				174.60	174.60		
<b>BORDER STATES INDUSTRIES INC</b>							
<b>1420</b>							
	906350077	Cabinet, sectionalizing, 3 ph 600	10/09/2013	548.41	548.41	11/06/2013	CAB3600
	906350077	Sleeve, ground, URD 3 ph, 600 a	10/09/2013	220.01	220.01	11/06/2013	SLVGND600
	906370915	SYSTEM EXPANSION	10/14/2013	419.16	419.16	11/06/2013	
	906370915	Elbow, 1/0 strd 200 amp	10/14/2013	326.79	326.79	11/06/2013	ELB1/0200
	906434839	NEW METERS	10/25/2013	507.69	507.69	11/06/2013	
	906434840	Meter F2S ITRON 1ph C200 240	10/25/2013	2,151.52	2,151.52	11/06/2013	MTR2SITR
	906434840	Meter F14/15/16S Alpha Plus met	10/25/2013	4,478.40	4,478.40	11/06/2013	MTR16SELEC
	906434840	Meter F8S/9S Alpha Plus dmd me	10/25/2013	1,119.63	1,119.63	11/06/2013	MTR9SALPD
Total 1420:				9,771.61	9,771.61		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	16832	1.5 YD DUMPSTER LINERS	09/25/2013	1,550.00	1,550.00	11/06/2013	
	16888	CURB KEYS	10/15/2013	288.23	288.23	11/06/2013	
Total 1690:				1,838.23	1,838.23		
<b>C &amp; D RENTALS</b>							
<b>129850</b>							
	4227040	REFUND UTILITY DEPOSIT	10/09/2013	186.09	186.09	11/06/2013	
Total 129850:				186.09	186.09		
<b>CAUCUTT, MARY</b>							
<b>129590</b>							
	100713	RESTITUTION FROM MC-1210-0	10/07/2013	100.00	100.00	11/06/2013	
Total 129590:				100.00	100.00		
<b>CENTURY LINK</b>							
<b>10091</b>							
	100113	PHONE CHARGES - PARKS	10/01/2013	83.76	83.76	11/06/2013	
	100113	PHONE CHARGES - AUDITORIUM	10/01/2013	108.10	108.10	11/06/2013	
	100113	PHONE CHARGES - W WATER	10/01/2013	50.72	50.72	11/06/2013	
	100113	PHONE CHARGES -EL	10/01/2013	110.34	110.34	11/06/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	100113	PHONE CHARGES -STREETS	10/01/2013	127.33	127.33	11/06/2013	
	100113	PHONE CHARGES - VEH MAINT	10/01/2013	32.80	32.80	11/06/2013	
	100113	PHONE CHARGES - WATER	10/01/2013	19.29	19.29	11/06/2013	
	100113	PHONE CHARGES - ADMIN	10/01/2013	639.04	639.04	11/06/2013	
	101913	PHONE CHARGES - RECYCLE	10/19/2013	36.78	36.78	11/06/2013	
	101913	PHONE CHARGES - PD	10/19/2013	36.78	36.78	11/06/2013	
	101913	PHONE CHARGES - ADMIN	10/19/2013	423.25	423.25	11/06/2013	
	101913	PHONE CHARGES - REC PUBLI	10/19/2013	38.05	38.05	11/06/2013	
	101913	PHONE CHARGES - REC	10/19/2013	116.39	116.39	11/06/2013	
	101913	PHONE CHARGES - AUDITORIU	10/19/2013	94.60	94.60	11/06/2013	
Total 10091:				1,917.23	1,917.23		
<b>CHARTER</b>							
<b>129861</b>							
	100813	INTERNET - EL SHOP	10/08/2013	54.95	54.95	11/06/2013	
	100813	INTERNET - PD	10/08/2013	54.95	54.95	11/06/2013	
	100813	INTERNET - SHOP	10/08/2013	48.09	48.09	11/06/2013	
	100813	INTERNET - SHOP	10/08/2013	12.38	12.38	11/06/2013	
	100813	INTERNET - SHOP	10/08/2013	7.29	7.29	11/06/2013	
	100813	INTERNET - SHOP	10/08/2013	5.09	5.09	11/06/2013	
	100813	INTERNET - CITY HALL	10/08/2013	27.62	27.62	11/06/2013	
	100813	INTERNET - RECYCLE CENTER	10/08/2013	101.90	101.90	11/06/2013	
Total 129861:				312.27	312.27		
<b>CHILDREN'S PLAY STRUCTURES</b>							
<b>2165</b>							
	5383	PLAYGROUND REPAIR / REPLA	10/11/2013	172.00	172.00	11/06/2013	
Total 2165:				172.00	172.00		
<b>CITY OF CODY</b>							
<b>2260</b>							
	101013	UTILITIES	10/10/2013	2,256.29	2,256.29	11/06/2013	
	101013	UTILITIES	10/10/2013	108.07	108.07	11/06/2013	
	101013	UTILITIES	10/10/2013	116.19	116.19	11/06/2013	
	101013	UTILITIES	10/10/2013	29.92	29.92	11/06/2013	
	101013	UTILITIES	10/10/2013	17.61	17.61	11/06/2013	
	101013	UTILITIES	10/10/2013	12.31	12.31	11/06/2013	
	101013	UTILITIES	10/10/2013	1,921.22	1,921.22	11/06/2013	
	101013	UTILITIES	10/10/2013	18,248.07	18,248.07	11/06/2013	
	101013	UTILITIES	10/10/2013	46.75	46.75	11/06/2013	
	102413	UTILITIES	10/24/2013	2,346.71	2,346.71	11/06/2013	
	102413	UTILITIES	10/24/2013	112.71	112.71	11/06/2013	
	102413	UTILITIES	10/24/2013	1,187.01	1,187.01	11/06/2013	
	102413	UTILITIES	10/24/2013	6,003.81	6,003.81	11/06/2013	
	102413	UTILITIES - REC CENTER	10/24/2013	2,997.43	2,997.43	11/06/2013	
	102413	UTILITIES - REC CENTER	10/24/2013	8,992.29	8,992.29	11/06/2013	
	102413	UTILITIES	10/24/2013	1,024.94	1,024.94	11/06/2013	
	102413	UTILITIES	10/24/2013	263.99	263.99	11/06/2013	
	102413	UTILITIES	10/24/2013	155.30	155.30	11/06/2013	
	102413	UTILITIES	10/24/2013	108.69	108.69	11/06/2013	
	102413	UTILITIES	10/24/2013	5,960.54	5,960.54	11/06/2013	
	102413	UTILITIES	10/24/2013	975.73	975.73	11/06/2013	
	102413	UTILITIES	10/24/2013	480.31	480.31	11/06/2013	
	102413	UTILITIES	10/24/2013	4,369.74	4,369.74	11/06/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 2260:				57,735.63	57,735.63		
<b>CLEVELAND, TRACY</b>							
<b>129857</b>							
	6185030	REFUND UTILITY DEPOSIT	10/18/2013	74.89	74.89	11/06/2013	
Total 129857:				74.89	74.89		
<b>CODY CAB</b>							
<b>129079</b>							
	102113	TIPSY TAXI VOUCHERS (13-14)	10/21/2013	399.00	399.00	11/06/2013	
Total 129079:				399.00	399.00		
<b>CODY ENTERPRISE</b>							
<b>2590</b>							
	093013	ADVERTISING CONCERTS/PAR	09/30/2013	480.00	480.00	11/06/2013	
	093013	ADVERTISING	09/30/2013	2,510.76	2,510.76	11/06/2013	
	35971	ONE YEAR SUBSCRIPTIONS - C	11/05/2013	30.00	30.00	11/06/2013	
Total 2590:				3,020.76	3,020.76		
<b>CODY STAMPEDE BOARD</b>							
<b>125607</b>							
	102413	COMMUNITY FUNDING ALLOCA	10/24/2013	1,600.00	1,600.00	11/06/2013	
Total 125607:				1,600.00	1,600.00		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1483828-01	BULBS - AUDITORIUM	10/08/2013	15.36	15.36	11/06/2013	
	1487187-00	PARTS FOR CIRC. PUMP - REC	10/02/2013	32.71	32.71	11/06/2013	
	1487389-00	SUPPLIES	10/03/2013	26.40	26.40	11/06/2013	
	1489808-00	Conduit, 3" PVC - 3' radius 90	10/10/2013	8.09	8.09	11/06/2013	CONPVC390
	1489808-00	SERVICE REPAIR	10/10/2013	3.20	3.20	11/06/2013	
	1490012-00	SUPPLIES	10/11/2013	61.48	61.48	11/06/2013	
	1490143-00	LIGHT BALLAST - SHOP	10/11/2013	33.80	33.80	11/06/2013	
	1490940-00	Conduit, 3" PVC - 3' radius 90	10/15/2013	177.36	177.36	11/06/2013	CONPVC390
	1490940-00	NEW SERVICES	10/15/2013	12.81	12.81	11/06/2013	
	1492229-00	SUPPLIES	10/18/2013	129.69	129.69	11/06/2013	
	1493134-00	Conduit, 3" PVC - 3' radius 90	10/22/2013	29.56	29.56	11/06/2013	CONPVC390
	1493134-00	Conduit, 3" PVC - 10ft section	10/22/2013	335.91	335.91	11/06/2013	CONPVC310
	1493134-00	SERVICE REPAIR	10/22/2013	3.20	3.20	11/06/2013	
	1494179-00	Conduit, 3" PVC - 3' radius 90	10/25/2013	88.68	88.68	11/06/2013	CONPVC390
	1494179-00	Conduit, 3" PVC - 10ft section	10/25/2013	1,091.20	1,091.20	11/06/2013	CONPVC310
	1494622-00	SYSTEM REPAIR	10/25/2013	5.40	5.40	11/06/2013	
Total 3300:				2,054.85	2,054.85		
<b>CURLESS, BARBARA</b>							
<b>128930</b>							
	101113	REIMBURSE FOR NOTARY FEE	10/11/2013	30.00	30.00	11/06/2013	
Total 128930:				30.00	30.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CUSTOM GARAGE DOOR LLC</b>							
<b>127015</b>	2493	REMOTE FOR GATE OPENER	10/13/2013	35.00	35.00	11/06/2013	
Total 127015:				35.00	35.00		
<b>DAKOTA FENCE</b>							
<b>128757</b>	152480	REPLACE TIRE SWING - VALLE	10/09/2013	494.00	494.00	11/06/2013	
Total 128757:				494.00	494.00		
<b>DEPT OF FAMILY SERVICES</b>							
<b>125899</b>	AUG-13	BACKGROUND CHECK ON EMP	10/18/2013	10.00	10.00	11/06/2013	
Total 125899:				10.00	10.00		
<b>DISPLAY SALES COMPANY</b>							
<b>126827</b>	INV0092478	LED BULBS FOR XMAS LIGHTS	10/17/2013	224.50	224.50	11/06/2013	
Total 126827:				224.50	224.50		
<b>DIVISION OF VICTIM'S SERVICES</b>							
<b>124470</b>	100713	CRIME VICTIM'S COMP - SEPT	10/07/2013	197.94	197.94	11/06/2013	
Total 124470:				197.94	197.94		
<b>DLT SOLUTIONS INC</b>							
<b>3740</b>	927442	AUTO DESK SUBSCRIPTION	10/24/2013	2,888.12	2,888.12	11/06/2013	
	927442	AUTO DESK SUBSCRIPTION	10/24/2013	945.29	945.29	11/06/2013	
Total 3740:				3,833.41	3,833.41		
<b>DOUG ANDRUS DISTRIBUTING INC</b>							
<b>3820</b>	0547533	SALT	09/12/2013	2,411.87	2,411.87	11/06/2013	
Total 3820:				2,411.87	2,411.87		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>	3137043	PEST CONTROL - AUDITORIUM	10/07/2013	70.00	70.00	11/06/2013	
Total 128686:				70.00	70.00		
<b>EGGER, BEAU</b>							
<b>126045</b>	101713	REIMBURSE FOR UNIFORMS -	10/17/2013	44.99	44.99	11/06/2013	
Total 126045:				44.99	44.99		
<b>ENERGY WEST</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>2630</b>							
	100913	UTILITES	10/09/2013	.33	.33	11/06/2013	
	100913	UTILITES	10/09/2013	19.38	19.38	11/06/2013	
	100913	UTILITES	10/09/2013	91.24	91.24	11/06/2013	
	100913	UTILITES	10/09/2013	23.50	23.50	11/06/2013	
	100913	UTILITES	10/09/2013	13.82	13.82	11/06/2013	
	100913	UTILITES	10/09/2013	9.68	9.68	11/06/2013	
	100913	UTILITES	10/09/2013	157.31	157.31	11/06/2013	
	100913	UTILITES	10/09/2013	31.83	31.83	11/06/2013	
	100913	UTILITES	10/09/2013	19.89	19.89	11/06/2013	
	101813	UTILITIES	10/18/2013	84.66	84.66	11/06/2013	
	101813	UTILITIES	10/18/2013	21.25	21.25	11/06/2013	
	102113	UTILITIES	10/21/2013	58.65	58.65	11/06/2013	
	102213	UTILITIES	10/22/2013	121.89	121.89	11/06/2013	
	102213	UTILITIES	10/22/2013	26.69	26.69	11/06/2013	
Total 2630:				680.12	680.12		
<b>EVANS, DORIS</b>							
<b>126405</b>							
	101013	WITNESS FEES - MC-1306-023	10/10/2013	15.00	15.00	11/06/2013	
Total 126405:				15.00	15.00		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	3013650	SUPPLIES	10/10/2013	12.99	12.99	11/06/2013	
Total 4210:				12.99	12.99		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY50416	SUPPLIES	10/22/2013	5.84	5.84	11/06/2013	
	WYDCY50101	REPAIRS - F01A STREETS	10/02/2013	.50	.50	11/06/2013	
Total 126018:				6.34	6.34		
<b>FC ORGANIZATIONAL PRODUCTS LLC</b>							
<b>4330</b>							
	81562402	SUPPLIES	10/15/2013	79.74	79.74	11/06/2013	
	81562402	SUPPLIES	10/15/2013	43.56	43.56	11/06/2013	
Total 4330:				123.30	123.30		
<b>FELSHEIM, FREDERICK</b>							
<b>129788</b>							
	092613	WITNESS FEES MC-1306-023 A	09/26/2013	15.00	15.00	11/06/2013	
Total 129788:				15.00	15.00		
<b>FERGUSON WATERWORKS</b>							
<b>127653</b>							
	0583416	2' HYDRANT EXT	10/02/2013	781.17	781.17	11/06/2013	
Total 127653:				781.17	781.17		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	WAP 9	WYOMING AUTHENTIC PRODU	10/18/2013	89,825.00	89,825.00	11/06/2013	
Total 127450:				89,825.00	89,825.00		
<b>FREMONT BEVERAGES INC</b>							
<b>127301</b>							
	38970	Drink Syrups	10/02/2013	74.00	74.00	11/06/2013	20004
Total 127301:				74.00	74.00		
<b>GARY'S VACUUM &amp; STAMPS</b>							
<b>4480</b>							
	93775	INVENTORY TAGS	10/07/2013	96.00	96.00	11/06/2013	
Total 4480:				96.00	96.00		
<b>GEORGE T. SANDERS COMPANY</b>							
<b>128246</b>							
	13022000-00	IMPELLER	10/10/2013	1,408.30	1,408.30	11/06/2013	
	13036443-00	GASKETS - BOILER AT AUDITO	10/09/2013	47.69	47.69	11/06/2013	
Total 128246:				1,455.99	1,455.99		
<b>GOLDSBY, AMY</b>							
<b>124471</b>							
	4191034	REFUND UTILITY DEPOSIT	10/14/2013	18.72	18.72	11/06/2013	
Total 124471:				18.72	18.72		
<b>GRAINGER</b>							
<b>4635</b>							
	9268729002	MATERIAL & SUPPLIES	10/15/2013	38.15	38.15	11/06/2013	
	9269180403	MATERIAL & SUPPLIES	10/15/2013	126.25	126.25	11/06/2013	
	9271889405	FANS FOR POOL DECK	10/17/2013	262.80	262.80	11/06/2013	
Total 4635:				427.20	427.20		
<b>HARRIS TRUCKING &amp; CONST. CO</b>							
<b>4780</b>							
	101813	29TH ST PATHWAY PROJECT -	10/18/2013	2,333.42	2,333.42	11/06/2013	
	101813	29TH ST PATHWAY PROJECT -	10/18/2013	3,730.39	3,730.39	11/06/2013	***
	123972	WATER SERVICE LOWERING 1	10/03/2013	1,382.00	1,382.00	11/06/2013	
	123999	JERSEY BARRIERS	10/11/2013	4,200.00	4,200.00	11/06/2013	
	PAY EST 2 - 1	16TH ST STORM DRAIN - PAY E	10/17/2013	246,586.25	246,586.25	11/06/2013	
	RETAINAGE 1	16TH ST STORM DRAIN - RETAI	10/17/2013	27,398.47	27,398.47	11/06/2013	
Total 4780:				285,630.53	285,630.53		
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>							
	2383290-00	SERVICE REPAIR	10/14/2013	204.71	204.71	11/06/2013	
Total 6730:				204.71	204.71		

\*\*\* The invoice for \$3,730.39 will be addressed in Conduct of Business under a separate line and as such has been removed from the voucher total

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	G324290-2	MATERIAL & SUPPLIES	09/23/2013	54.43	54.43	11/06/2013	
	G330508-2	VAC PARTS	09/23/2013	11.38	11.38	11/06/2013	
	G335828-1	MATERIAL & SUPPLIES	10/03/2013	181.25	181.25	11/06/2013	
	G336639-1	MATERIAL & SUPPLIES	10/03/2013	81.76	81.76	11/06/2013	
	G339222-1	MATERIAL & SUPPLIES	10/14/2013	47.28	47.28	11/06/2013	
Total 128769:				376.10	376.10		
<b>HENDRICH BUILDING CO</b>							
<b>129862</b>							
	32	SKYLINE DRIVE	10/12/2013	300.00	300.00	11/06/2013	
Total 129862:				300.00	300.00		
<b>HOPKINS LIFE AND SAFETY</b>							
<b>5080</b>							
	9857	SAFETY SUPPLIES	10/04/2013	167.68	167.68	11/06/2013	
	9858	SAFETY SUPPLIES	10/04/2013	178.95	178.95	11/06/2013	
Total 5080:				346.63	346.63		
<b>I STATE TRUCK CENTER</b>							
<b>126019</b>							
	C251142181:0	SANITATION REPAIR C05	10/04/2013	36.53	36.53	11/06/2013	
Total 126019:				36.53	36.53		
<b>ICMA RETIREMENT-457-#303143</b>							
<b>5170</b>							
	101013	Contributions	10/10/2013	5,990.50	5,990.50	10/10/2013	
	854737	Contribution	10/24/2013	6,055.41	6,055.41	10/24/2013	
Total 5170:				12,045.91	12,045.91		
<b>ID EDGE</b>							
<b>129587</b>							
	63791	PRINTER SUPPLIES	10/03/2013	137.25	137.25	11/06/2013	
Total 129587:				137.25	137.25		
<b>INCENTIVE SOLUTIONS</b>							
<b>129246</b>							
	2013-428	YEARS OF SERVICE AWARDS	10/02/2013	241.97	241.97	11/06/2013	
Total 129246:				241.97	241.97		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1078763	SECURITY MONITORING - CITY	11/01/2013	100.50	100.50	11/06/2013	
	1078764	ALARM SYSTEM - REC CENTER	11/01/2013	30.00	30.00	11/06/2013	
	1079564	SECURITY MONITORING - REC	11/01/2013	78.00	78.00	11/06/2013	
Total 9029:				208.50	208.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>KIEFER</b>							
<b>124429</b>	339322	FITNESS PROGRAMS	09/25/2013	81.75	81.75	11/06/2013	
Total 124429:				81.75	81.75		
<b>KIRKHAM, MAGGIE</b>							
<b>129674</b>	100713	RESTITUTION FROM MC-1301-0	10/07/2013	80.00	80.00	11/06/2013	
Total 129674:				80.00	80.00		
<b>KOONS, JOHN H</b>							
<b>129498</b>	100713	RESTITUTION FROM MC-1205-0	10/07/2013	100.00	100.00	11/06/2013	
Total 129498:				100.00	100.00		
<b>LARIAT INTERNATIONAL TRUCKS</b>							
<b>6000</b>	1232820036	REPAIR D11 - STREETS DEPT	10/09/2013	65.50	65.50	11/06/2013	
Total 6000:				65.50	65.50		
<b>LIGHTLE, KARISSA J</b>							
<b>129851</b>	14092026	REFUND UTILITY DEPOSIT	10/07/2013	108.98	108.98	11/06/2013	
Total 129851:				108.98	108.98		
<b>LINCOLN COMMERCIAL POOL EQUIP</b>							
<b>125750</b>	SI226080	REPAIR EQUIPMENT	10/14/2013	79.50	79.50	11/06/2013	
	SI226080	PROGRAM SUPPLIES	10/14/2013	129.32	129.32	11/06/2013	
Total 125750:				208.82	208.82		
<b>LIVINGSTON, FAYE</b>							
<b>127164</b>	100613	RESTITUTION FROM MC-1306-0	10/06/2013	50.00	50.00	11/06/2013	
Total 127164:				50.00	50.00		
<b>LOCAL GOV'T LIABILITY POOL</b>							
<b>6176</b>	8753	CLAIM AGAINST THE CITY - EN	10/03/2013	403.95	403.95	11/06/2013	
Total 6176:				403.95	403.95		
<b>MARQUIS AWARDS</b>							
<b>6300</b>	23400	COMMUNITY HERO AWARD - W	10/11/2013	243.13	243.13	11/06/2013	
Total 6300:				243.13	243.13		
<b>MERCHANT JT&amp;S</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
123069							
	924	EDUCATION EXPENSE - BERRY	10/01/2013	1,300.00	1,300.00	11/06/2013	
Total 123069:				1,300.00	1,300.00		
<b>MIDWEST FENCE CO</b>							
<b>6650</b>							
	31133	AUTOMATE GATE AT BECK LA	10/04/2013	3,376.52	3,376.52	11/06/2013	
	31135	GATE REPAIR - WEST PIT	10/08/2013	5.00	5.00	11/06/2013	
	31155	BECK LAKE AUTOMATED GATE	10/17/2013	102.00	102.00	11/06/2013	
Total 6650:				3,483.52	3,483.52		
<b>MORRIS, MARTY</b>							
<b>129852</b>							
	100713	RESTITUTION FROM MC-1308-0	10/07/2013	150.00	150.00	11/06/2013	
Total 129852:				150.00	150.00		
<b>MOUNTAIN WEST SCREEN PRINTERS</b>							
<b>6930</b>							
	50374	SOCCER COACHES SHIRTS	09/23/2013	591.13	591.13	11/06/2013	
	50391	UNIFORMS - COMM DEV	09/25/2013	29.90	29.90	11/06/2013	
	50462	UNIFORM ALLOWANCE - C05	10/14/2013	51.75	51.75	11/06/2013	
Total 6930:				672.78	672.78		
<b>NATIONAL TACTICAL OFFICERS</b>							
<b>126008</b>							
	038242	ANNUAL MEMBERSHIP	10/11/2013	150.00	150.00	11/06/2013	
Total 126008:				150.00	150.00		
<b>NIELSON, GLENN &amp; ERICA</b>							
<b>129858</b>							
	952-1	VOID BOUNDARY ADJUSTMEN	10/21/2013	100.00	100.00	11/06/2013	
Total 129858:				100.00	100.00		
<b>NORCO, INC.</b>							
<b>128948</b>							
	12182605	CO2 - AQUATICS	09/30/2013	195.68	195.68	11/06/2013	
	12198732	CO2 - AQUATICS	09/30/2013	86.80	86.80	11/06/2013	
	12198732	NITROGEN - EL DEPT	09/30/2013	10.85	10.85	11/06/2013	
	12198838	CO2 - AQUATICS	09/30/2013	43.40	43.40	11/06/2013	
Total 128948:				336.73	336.73		
<b>NORTHERN GARDENS</b>							
<b>7340</b>							
	066690	SOD - BASEBALL FLD , PEE WE	08/22/2013	13.20	13.20	11/06/2013	
	066783	SOD - WATER DEPT	08/01/2013	58.50	58.50	11/06/2013	
	068344	PLANTING TREES - LEC, CHAM	09/26/2013	415.00	415.00	11/06/2013	
	068345	PLANTING TREES - LEC, CHAM	10/01/2013	39.90	39.90	11/06/2013	
	068432	PLANTING TREES - LEC, CHAM	09/09/2013	1,017.00	1,017.00	11/06/2013	
	068457	PLANTING TREES - LEC, CHAM	09/30/2013	795.00	795.00	11/06/2013	
	068458	PLANTING TREES - LEC, CHAM	10/01/2013	350.00	350.00	11/06/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	070330	SOD - WATER DEPT	09/17/2013	21.00	21.00	11/06/2013	
Total 7340:				2,709.60	2,709.60		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	1199705	Clamp Repair 4" x 15"	10/14/2013	208.96	208.96	11/06/2013	1027-W
	1199705	6" Megalug for PVC, w/acc.	10/14/2013	1,188.00	1,188.00	11/06/2013	1290-W
	1199705	6" MJ, DI 90 Elbow	10/14/2013	683.12	683.12	11/06/2013	1236-W
	1199705	6" x 12" MJ solid sleeve	10/14/2013	154.44	154.44	11/06/2013	1322-W
	1199705	2" K soft copper tubing	10/14/2013	642.00	642.00	11/06/2013	1158-W
	1199705	2" COMP 90 ELBOW	10/14/2013	426.94	426.94	11/06/2013	
Total 7400:				3,303.46	3,303.46		
<b>NUISANCE ANIMAL CONTROL</b>							
<b>129856</b>							
	1441	BEAVER REMOVAL	10/13/2013	60.00	60.00	11/06/2013	
Total 129856:				60.00	60.00		
<b>ONDLER, RODNEY</b>							
<b>129849</b>							
	100813	REFUND CASH BOND	10/08/2013	690.00	690.00	10/09/2013	
Total 129849:				690.00	690.00		
<b>ONE-CALL OF WYOMING</b>							
<b>127665</b>							
	33244	WYOMING ONE CALL	10/03/2013	31.75	31.75	11/06/2013	
	33244	WYOMING ONE CALL	10/03/2013	31.75	31.75	11/06/2013	
	33244	WYOMING ONE CALL	10/03/2013	31.75	31.75	11/06/2013	
Total 127665:				95.25	95.25		
<b>OPATZ ELECTRIC MOTOR REPAIR</b>							
<b>7470</b>							
	16135	FAN REPAIR	10/02/2013	63.00	63.00	11/06/2013	
Total 7470:				63.00	63.00		
<b>OPTIMUM</b>							
<b>129339</b>							
	092813	INTERNET - REC CENTER	09/28/2013	79.90	79.90	11/06/2013	
	092813	INTERNET - SHOP	09/28/2013	46.14	46.14	11/06/2013	
	092813	INTERNET - SHOP	09/28/2013	11.88	11.88	11/06/2013	
	092813	INTERNET - SHOP	09/28/2013	6.99	6.99	11/06/2013	
	092813	INTERNET - SHOP	09/28/2013	4.89	4.89	11/06/2013	
Total 129339:				149.80	149.80		
<b>PARK COUNTY PUBLIC HEALTH</b>							
<b>7720</b>							
	1069	FLU SHOTS	10/25/2013	1,740.00	1,740.00	11/06/2013	
Total 7720:				1,740.00	1,740.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>PHILLIPS, LARRY</b>							
<b>129859</b>							
	14135032	REFUND UTILITY DEPOSIT	10/14/2013	142.93	142.93	11/06/2013	
Total 129859:				142.93	142.93		
<b>PLUMB, KAELA</b>							
<b>129799</b>							
	101013	WITNESS FEES MC-1306-023 A	10/10/2013	15.00	15.00	11/06/2013	
Total 129799:				15.00	15.00		
<b>POWELL TRIBUNE</b>							
<b>8090</b>							
	093013	ADVERTISING	09/30/2013	484.32	484.32	11/06/2013	
Total 8090:				484.32	484.32		
<b>PRO-BUILD</b>							
<b>128149</b>							
	969904	TREE CAGES	10/09/2013	60.29	60.29	11/06/2013	
Total 128149:				60.29	60.29		
<b>QUALITY ASPHALT PAVING INC</b>							
<b>125010</b>							
	1312	ASPHALT PATCHING	09/10/2013	4,155.75	4,155.75	11/06/2013	
	1312	ASPHALT PATCHING	09/10/2013	1,621.00	1,621.00	11/06/2013	
	1312	ASPHALT PATCHING	09/10/2013	2,529.00	2,529.00	11/06/2013	
Total 125010:				8,305.75	8,305.75		
<b>QUICK DRAW PRODUCTIONS</b>							
<b>129853</b>							
	17030116	REFUND UTILITY DEPOSIT	10/08/2013	317.45	317.45	11/06/2013	
Total 129853:				317.45	317.45		
<b>REITER, BRYAN</b>							
<b>129854</b>							
	000924300537	REIMBURSE FOR BUILDING CO	09/21/2013	180.00	180.00	11/06/2013	
Total 129854:				180.00	180.00		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	101613	UTILITIES	10/16/2013	39.59	39.59	11/06/2013	
	101613	UTILITIES	10/16/2013	229.09	229.09	11/06/2013	
	102313	UTILITIES	10/23/2013	200.04	200.04	11/06/2013	
	102313	UTILITIES	10/23/2013	257.68	257.68	11/06/2013	
Total 7570:				726.40	726.40		
<b>SECRETARY OF STATE</b>							
<b>123386</b>							
	100713	NOTARY - C23 TRAPP HEYDEN	10/07/2013	30.00	30.00	11/06/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123386:				30.00	30.00		
<b>SHERWIN-WILLIAMS COMPANY</b>							
<b>127725</b>							
	0715-9	HYDRANT PAINT	10/07/2013	92.40	92.40	11/06/2013	
	0728-2	PAINT FOR OUTSIDE RESTRO	10/09/2013	229.95	229.95	11/06/2013	
	0779-5	PAINT FOR INTERIOR BATHRO	10/23/2013	415.49	415.49	11/06/2013	
	4541-7	PAINT/SUPPLIES FOR OUTSIDE	10/07/2013	185.96	185.96	11/06/2013	
	4541-7	PAINT/SUPPLIES FOR OUTSIDE	10/07/2013	34.93	34.93	11/06/2013	
	4719-9	PAINT FOR RESTROOMS - HUG	10/14/2013	260.89	260.89	11/06/2013	
	4821-3	PAIN SUPPLIES	10/16/2013	26.90	26.90	11/06/2013	
	4846-0	SUPPLIES FOR PAINTING REST	10/17/2013	25.13	25.13	11/06/2013	
	5035-9	SHOP SUPPLIES	10/24/2013	2.88	2.88	11/06/2013	
Total 127725:				1,274.53	1,274.53		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	098447	CLIPBOARD	10/11/2013	39.79	39.79	11/06/2013	
	099063	SUPPLIES	10/09/2013	10.39	10.39	11/06/2013	
	099064	OFFICE SUPPLIES	10/09/2013	33.68	33.68	11/06/2013	
	099097	SUPPLIES	10/10/2013	309.89	309.89	11/06/2013	
	099100	DVD PAPER SLEEVES	10/10/2013	9.95	9.95	11/06/2013	
	099105	MATERIAL & SUPPLIES	10/10/2013	36.48	36.48	11/06/2013	
	099338	TONER	10/21/2013	79.99	79.99	11/06/2013	
	099396	SUPPLIES	10/24/2013	68.99	68.99	11/06/2013	
Total 9140:				589.16	589.16		
<b>SITZ III, ALEX H.</b>							
<b>129379</b>							
	102213	PROFESSIONAL FEES	10/22/2013	220.08	220.08	11/06/2013	
Total 129379:				220.08	220.08		
<b>STEPPE, DEAN</b>							
<b>127315</b>							
	100713	REIMBURSE FOR UNIFORMS	10/07/2013	76.93	76.93	11/06/2013	
Total 127315:				76.93	76.93		
<b>STROUPE PEST CONTROL CO</b>							
<b>9635</b>							
	100113-SHOP	PEST CONTROL - SHOP	10/01/2013	22.00	22.00	11/06/2013	
	100113-SHOP	PEST CONTROL - SHOP	10/01/2013	22.00	22.00	11/06/2013	
	100113-SHOP	PEST CONTROL - SHOP	10/01/2013	22.00	22.00	11/06/2013	
	100113-SHOP	PEST CONTROL - SHOP	10/01/2013	22.00	22.00	11/06/2013	
Total 9635:				88.00	88.00		
<b>SUPERIOR LAMP</b>							
<b>124600</b>							
	S2735211	LIGHT BULBS FOR SHOP & PA	10/16/2013	544.06	544.06	11/06/2013	
Total 124600:				544.06	544.06		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>TAGGART, MARC &amp; GINA 128505</b>							
	861-2	VOID PERMIT 861-2 PROJECT	10/14/2013	83.00	83.00	11/06/2013	
Total 128505:				83.00	83.00		
<b>THE LIFEGUARD STORE, INC 124403</b>							
	INV166209	POOL PROGRAMS	09/20/2013	473.00	473.00	11/06/2013	
Total 124403:				473.00	473.00		
<b>THE RETREAT 129860</b>							
	2117014	REFUND UTILITY DEPOSIT	10/17/2013	116.68	116.68	11/06/2013	
Total 129860:				116.68	116.68		
<b>THE UPS STORE 6240</b>							
	0474	EVIDENCE SHIPPING	10/08/2013	28.68	28.68	11/06/2013	
	0829	SHIPPING (LESS SALES TAX O	10/11/2013	10.45	10.45	11/06/2013	
	0960	EVIDENCE SHIPPING	10/15/2013	9.90	9.90	11/06/2013	
	1263	EVIDENCE SHIPPING & SUPPLI	10/21/2013	11.39	11.39	11/06/2013	
	1323	EVIDENCE SHIPPING	10/22/2013	9.30	9.30	11/06/2013	
	1412	EVIDENCE SHIPPING	10/23/2013	9.30	9.30	11/06/2013	
	8210	EVIDENCE SHIPPING	10/14/2013	9.30	9.30	11/06/2013	
Total 6240:				88.32	88.32		
<b>THOMPSON, TAMARA 129855</b>							
	101013	WITNESS FEES MC-1308-015 C	10/10/2013	15.00	15.00	11/06/2013	
	101013	MILEAGE REIMBURSEMENT	10/10/2013	19.60	19.60	11/06/2013	
Total 129855:				34.60	34.60		
<b>TRIPLE L SALES 9980</b>							
	I-29194	SNOW FENCE SUPPLIES	10/10/2013	3.08	3.08	11/06/2013	
Total 9980:				3.08	3.08		
<b>UNIVERSAL ATHLETIC SERVICE 10125</b>							
	202-0017901-0	GYM / BASKETBALL RIMS	08/22/2013	479.46	479.46	11/06/2013	
Total 10125:				479.46	479.46		
<b>WAL MART COMMUNITY BRC 10330</b>							
	004490	PARK ATTENDANT SUPPLIES	10/14/2013	19.88	19.88	11/06/2013	
	01314	OFFICE SUPPLIES / MISC	10/17/2013	121.67	121.67	11/06/2013	
	01793	ASAP SUPPLIES	10/21/2013	53.96	53.96	11/06/2013	
	01832	ASAP SUPPLIES	10/21/2013	198.38	198.38	11/06/2013	
	02608	SUPPLIES	10/08/2013	3.68	3.68	11/06/2013	
	02608	SUPPLIES	10/08/2013	41.76	41.76	11/06/2013	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	02608	SERVICE AWARDS	10/08/2013	193.70	193.70	11/06/2013	
	03215	HALLOWEEN CARNIVAL	10/21/2013	119.68	119.68	11/06/2013	
	04326	ASAP SUPPLIES	10/07/2013	52.43	52.43	11/06/2013	
	04361	ASAP SUPPLIES	10/07/2013	68.51	68.51	11/06/2013	
	04632	HALLOWEEN CARNIVAL	10/09/2013	26.00	26.00	11/06/2013	
	04633	OFFICE SUPPLIES	10/09/2013	123.71	123.71	11/06/2013	
	05719	OFFICE SUPPLIES	10/14/2013	44.24	44.24	11/06/2013	
Total 10330:				1,067.60	1,067.60		
<b>WARNE CHEMICAL &amp; EQUIPMENT CO</b>							
<b>123358</b>							
	017543	PARKS WEED SPRAYER REPAI	10/09/2013	306.23	306.23	11/06/2013	
Total 123358:				306.23	306.23		
<b>WATCO POOLS</b>							
<b>10370</b>							
	17097	REPAIRS TO CHLORINATOR	09/27/2013	126.93	126.93	11/06/2013	
	17102	POOL CHEMICALS	09/30/2013	1,264.40	1,264.40	11/06/2013	
	17162	REPAIR GAUGES	10/14/2013	54.29	54.29	11/06/2013	
Total 10370:				1,445.62	1,445.62		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	11372	SAFETY BOOTS - BOB LAMAR	10/14/2013	174.95	174.95	11/06/2013	
Total 10430:				174.95	174.95		
<b>WCS TELECOM</b>							
<b>124746</b>							
	21433206	LONG DISTANCE	10/01/2013	130.97	130.97	11/06/2013	
Total 124746:				130.97	130.97		
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	755525	CT, 300:5, .6kV	09/30/2013	389.08	389.08	11/06/2013	CT300TO56KV
	756340	CT, 400:5, .6 kV	10/03/2013	234.04	234.04	11/06/2013	CT400TO56KV
	759664	TOOLS	10/16/2013	992.75	992.75	11/06/2013	
Total 10480:				1,615.87	1,615.87		
<b>WESTERN PATHOLOGY CONSULTING</b>							
<b>10570</b>							
	CP 1758	RANDOM TESTING - PD	09/30/2013	94.50	94.50	11/06/2013	
	CP 1758	RANDOM TESTING - EL	09/30/2013	36.00	36.00	11/06/2013	
	CP 1758	RANDOM TESTING - STREETS	09/30/2013	36.00	36.00	11/06/2013	
	CP 1758	RANDOM TESTING - SHOP	09/30/2013	9.00	9.00	11/06/2013	
	CP 1758	RANDOM TESTING - SANITATI	09/30/2013	36.00	36.00	11/06/2013	
	CP 1758	RANDOM TESTING - WATER	09/30/2013	18.00	18.00	11/06/2013	
	CP 1758	RANDOM TESTING -W WATER	09/30/2013	13.50	13.50	11/06/2013	
	CP 1758	RANDOM TESTING - REC	09/30/2013	18.00	18.00	11/06/2013	
Total 10570:				261.00	261.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4042509	SYSTEM REPAIRS	10/18/2013	305.00	305.00	11/06/2013	
Total 10605:				305.00	305.00		
<b>WOMACK MACHINE SUPPLY CO.</b>							
<b>128944</b>							
	0113204	JACK HAMMER REPAIR	09/30/2013	1,897.62	1,897.62	11/06/2013	
Total 128944:				1,897.62	1,897.62		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>							
	87419	CHAIN SAW CHAIN	10/14/2013	24.00	24.00	11/06/2013	
	87531	SHOP SUPPLIES	10/21/2013	34.68	34.68	11/06/2013	
	87545	MAINT / REPAIRS	10/21/2013	22.33	22.33	11/06/2013	
Total 10660:				81.01	81.01		
<b>WYOMING ASSN OF MUNICIPALITIES</b>							
<b>10770</b>							
	13228	TRAINING	10/17/2013	75.00	75.00	11/06/2013	
	13228	TRAINING	10/17/2013	75.00	75.00	11/06/2013	
Total 10770:				150.00	150.00		
<b>WYOMING DEPT OF HEALTH</b>							
<b>128921</b>							
	10001211	BAC T TESTING - JULY - SEPT	10/09/2013	240.00	240.00	11/06/2013	
Total 128921:				240.00	240.00		
<b>WYOMING FIRE SAFETY</b>							
<b>10830</b>							
	34085	FIRE EXTINGUISHER STICKER	09/24/2013	5.00	5.00	11/06/2013	
Total 10830:				5.00	5.00		
<b>WYOMING HOME &amp; RANCH</b>							
<b>129698</b>							
	23093	SHOP SUPPLIES	10/07/2013	18.99	18.99	11/06/2013	
	23423	SNOW FENCE FOR GLENDALE	10/10/2013	69.99	69.99	11/06/2013	
	23853	FLOOR SCRAPER TOOLS - PAI	10/14/2013	39.99	39.99	11/06/2013	
	24156	ANTI FREEZE FOR WINTERIZIN	10/17/2013	7.47	7.47	11/06/2013	
	24577	TREE PRUNING	10/21/2013	32.99	32.99	11/06/2013	
	24577	SHOP SUPPLIES	10/21/2013	5.99	5.99	11/06/2013	
Total 129698:				175.42	175.42		
<b>YANKEE CAR WASH</b>							
<b>128282</b>							
	093013	CAR WASHES - PD	09/30/2013	48.33	48.33	11/06/2013	
	093013	CAR WASHES - ELEC. DEPT.	09/30/2013	10.00	10.00	11/06/2013	
Total 128282:				58.33	58.33		

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Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Grand Totals:				<u>644,225.07</u>	<u>644,225.07</u>		

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Payroll total = \$219,718.00

Grand Total = \$ 863,943.07

-3,730.39 (as noted)

Total to approve \$860,212.68

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Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Grand Total = 874,052.28

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

**AGENDA ITEM SUMMARY REPORT  
CHANGE ORDER NO. 1 ON 29<sup>TH</sup> STREET PATHWAY PROJECT**

**BACKGROUND**

Staff requests that the Mayor and Council approve Change Order No. 1 for 29<sup>th</sup> Street Pathway Project. Change Order No. 1 deals with two (2) items – 1) Project Reconciliation and 2) Materials Reconciliation. Change Order No. 1 entails a \$4,252.70 increase to the contract. Staff also requests that the Council authorize the Mayor to sign the attached change order.

**SUMMARY**

Construction on the 29<sup>th</sup> Street Pathway Project was completed in September. This is the 1<sup>st</sup> and only change order for the construction of the project. The Change Order deals with adjustments to the quantities used on the project. Extra quantities were required for the building of Mail Box consolidation units and for edging along the pathway and for the development of an extra drainage basin.

**FISCAL IMPACT**

The original contract price with Harris Trucking for the 29<sup>th</sup> Street Pathway Project stipulated an original contract price of \$46,146. Change Order No. 1 requests a \$4,252.70 increase to the contract bringing the total of the contract to \$50,398.70. At the August 16, 2013 Council meeting the Council was presented with the following:

The 29<sup>th</sup> Street Pathway Project was grant funded at \$50,000. An estimate was prepared in 2011 for the project and the breakdown in the estimate was as follows:

- Engineering - \$ 7,613.93
- Construction - \$38,069.63
- Contingency - \$ 3,806.96

The estimate was prepared over two years ago and project costs have significantly increased. The engineering was awarded to Sage Engineering for \$13,400.00 by the Council. As outlined above, the bid was \$46,146. With the bid and the engineering, the project is \$9546.40 over budget. Staff proposes we transfer \$10,000 from the Concrete line item to the Safe Routes to School line item. The small extra amount in the transfer will allow for minor change orders. That will drop the monies available for concrete replacement from \$165,889 to \$155,889. Due to the uptick in construction we are having some challenges getting concrete contractors to complete work; consequently the decrease will likely be in line with what we are actually able to get completed.

The Council approved the requested line item transfer. This Change Order will require an additional line item transfer. The City has realized significant savings on the two parking lot projects and staff proposes that a portion of the savings on the project be utilized to pay the change order.

**ALTERNATIVES**

There are no alternatives to payment for the Change Order.

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

## City of Cody - 29th Street Pathway Project

Progress Pay Estimate

Owner:  
City of Cody, Wyoming  
P.O. Box 2200  
Cody, WY 82414

Harris Trucking and Construction Company  
P.O. Box 296  
Cody, WY 82414

Estimate Number Two (2) - **FINAL**  
Construction Period: 11/23/11 thru 12/21/11

Date: 10/2/2013

Item No.	Item	Plan Quantity	Unit	Total Quantity Complete/Installed	Percent Completed to Date - Based on Cost	Bid Price	Total Payable
1	MOBILIZATION	1	LS	100%	100%	\$3,379.00	\$3,379.00
2	GRADING/SITE PREPARATION	1	LS	100%	100%	\$4,638.00	\$4,638.00
3	PIT RUN SUBBASE - OBTAINED FROM PROJECT	250	CY	179	72%	\$10.30	\$1,843.70
4	PIT RUN SUBBASE - CONTRACTOR FURNISHED	80	CY	45	56%	\$23.50	\$1,057.50
5	CRUSHED BASE	180	CY	302	168%	\$28.40	\$8,576.80
6	HOT PLANT MIX PAVEMENT	1580	SY	1648	104%	\$15.70	\$25,873.60
7	PLACE CBU PAD	3	EA	3	100%	\$250.00	\$750.00
8	RELOCATE CBU	2	EA	2	100%	\$250.00	\$500.00
9	PERCOLATION TRENCH	40	CY	71	178%	\$41.10	\$2,918.10
10	IRRIGATION MODIFICATION	1	LS	100%	100%	\$862.00	\$862.00

Total Payable To Date	\$50,398.70
Project Completed To Date	100%
Less Previous Payments	\$44,334.89
<b>Amount Due This Estimate</b>	<b>\$6,063.81</b>

Request for Payment Submitted By:

  
\_\_\_\_\_  
Roger Koontz  
Harris Trucking & Construction Co.

Owner's Review:

\_\_\_\_\_  
Steve Payne  
City of Cody

# CHANGE ORDER

No. One (1)

DATE OF ISSUANCE 10-2-13

EFFECTIVE DATE 10-2-13

OWNER **City of Cody, WY**  
CONTRACTOR **Harris Trucking and Construction Co.**  
Contract: **29<sup>th</sup> Street Pathway Project**  
Project: **29<sup>th</sup> Street Pathway Project**  
OWNER's Contract No. \_\_\_\_\_  
ENGINEER **Sage Civil Engineering**

ENGINEER's Contract No. **2013-21**

You are directed to make the following changes in the Contract Documents:

Description: Modify quantities of pay items to reflect the work actually performed in relation to the estimated quantities used for bidding purposes.

Reason for Change Order: The project is complete and quantities are final.

Attachments: Exhibit A.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$46,146.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: N/A
Contract Price prior to this Change Order: \$46,146.00
Net increase (decrease) of this Change Order: \$4,252.70 _____
Contract Price with all approved Change Orders: \$50,398.70

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 25 Working Days Ready for final payment: 30 Working Days
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for final payment: N/A
Contract Times prior to this Change Order: Substantial Completion: 25 Working Days Ready for final payment: 30 Working Days
Net increase this Change Order: N/A
Contract Times with all approved Change Orders: Substantial Completion: 25 Working Days Ready for final payment: 30 Working Days

RECOMMENDED:

By: David R. Shultz By: [Signature]  
ENGINEER (Authorized Signature) OWNER (Authorized Signature)

Date: 10/10/13 Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 10/11/13

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



Change Order No. 1\_ Exhibit A - Final Quantity Comparison  
 29th Street Pathway Project  
 City of Cody, Wyoming  
 Contractor: Harris Trucking and Construction Co.



Item No.	Description	Pay Unit	Plan Quantity	Final Quantity	Bid Price	Plan Cost	Final Cost	Difference in Cost	Difference (%)
1	Mobilization	LS	1	100%	\$ 3,379.00	\$ 3,379.00	\$ 3,379.00	\$ -	0.0%
2	Grading/Site Preparation	LS	1	100%	\$ 4,638.00	\$ 4,638.00	\$ 4,638.00	\$ -	0.0%
3	Pit Run Subbase - Obtained from Project	CY	250	179	\$ 10.30	\$ 2,575.00	\$ 1,843.70	\$ (731.30)	-28.4%
4	Pit Run Subbase - Contractor Furnished	CY	80	45	\$ 23.50	\$ 1,880.00	\$ 1,057.50	\$ (822.50)	-43.8%
5	Crushed Base	CY	180	302	\$ 28.40	\$ 5,112.00	\$ 8,576.80	\$ 3,464.80	67.8%
6	Hot Plant Mix Pavement	SY	1580	1648	\$ 15.70	\$ 24,806.00	\$ 25,873.60	\$ 1,067.60	4.3%
7	Place CBU Pad	Ea	3	3	\$ 250.00	\$ 750.00	\$ 750.00	\$ -	0.0%
8	Relocate CBU	Ea	2	2	\$ 250.00	\$ 500.00	\$ 500.00	\$ -	0.0%
9	Percolation Trench	CY	40	71	\$ 41.10	\$ 1,644.00	\$ 2,918.10	\$ 1,274.10	77.5%
10	Irrigation Modifications	LS	1	100%	\$ 862.00	\$ 862.00	\$ 862.00	\$ -	0.0%
<b>Totals for Project</b>						<b>\$46,146.00</b>	<b>\$50,398.70</b>	<b>\$4,252.70</b>	<b>9.2%</b>

# CHANGE ORDER

No. One (1)

DATE OF ISSUANCE 10-2-13

EFFECTIVE DATE 10-2-13

OWNER **City of Cody, WY**  
CONTRACTOR **Harris Trucking and Construction Co.**  
Contract: **29<sup>th</sup> Street Pathway Project**  
Project: **29<sup>th</sup> Street Pathway Project**  
OWNER's Contract No. \_\_\_\_\_  
ENGINEER **Sage Civil Engineering**

ENGINEER's Contract No. **2013-21**

You are directed to make the following changes in the Contract Documents:

Description: Modify quantities of pay items to reflect the work actually performed in relation to the estimated quantities used for bidding purposes.

Reason for Change Order: The project is complete and quantities are final.

Attachments: Exhibit A.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$46,146.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: N/A
Contract Price prior to this Change Order: \$46,146.00
Net increase (decrease) of this Change Order: \$4,252.70 _____
Contract Price with all approved Change Orders: \$50,398.70

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 25 Working Days Ready for final payment: 30 Working Days
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: N/A Ready for final payment: N/A
Contract Times prior to this Change Order: Substantial Completion: 25 Working Days Ready for final payment: 30 Working Days
Net increase this Change Order: N/A
Contract Times with all approved Change Orders: Substantial Completion: 25 Working Days Ready for final payment: 30 Working Days

RECOMMENDED:

APPROVED:

ACCEPTED:

By: *David R. Abbott* By: \_\_\_\_\_  
ENGINEER (Authorized Signature) OWNER (Authorized Signature)

By: *Roger D. Aponte*  
CONTRACTOR (Authorized Signature)

Date: 10/10/13 Date: \_\_\_\_\_

Date: 10/11/13

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



Change Order No. 1\_ Exhibit A - Final Quantity Comparison  
 29th Street Pathway Project  
 City of Cody, Wyoming  
 Contractor: Harris Trucking and Construction Co.



Item No.	Description	Pay Unit	Plan Quantity	Final Quantity	Bid Price	Plan Cost	Final Cost	Difference in Cost	Difference (%)
1	Mobilization	LS	1	100%	\$ 3,379.00	\$ 3,379.00	\$ 3,379.00	\$ -	0.0%
2	Grading/Site Preparation	LS	1	100%	\$ 4,638.00	\$ 4,638.00	\$ 4,638.00	\$ -	0.0%
3	Pit Run Subbase - Obtained from Project	CY	250	179	\$ 10.30	\$ 2,575.00	\$ 1,843.70	\$ (731.30)	-28.4%
4	Pit Run Subbase - Contractor Furnished	CY	80	45	\$ 23.50	\$ 1,880.00	\$ 1,057.50	\$ (822.50)	-43.8%
5	Crushed Base	CY	180	302	\$ 28.40	\$ 5,112.00	\$ 8,576.80	\$ 3,464.80	67.8%
6	Hot Plant Mix Pavement	SY	1580	1648	\$ 15.70	\$ 24,806.00	\$ 25,873.60	\$ 1,067.60	4.3%
7	Place CBU Pad	Ea	3	3	\$ 250.00	\$ 750.00	\$ 750.00	\$ -	0.0%
8	Relocate CBU	Ea	2	2	\$ 250.00	\$ 500.00	\$ 500.00	\$ -	0.0%
9	Percolation Trench	CY	40	71	\$ 41.10	\$ 1,644.00	\$ 2,918.10	\$ 1,274.10	77.5%
10	Irrigation Modifications	LS	1	100%	\$ 862.00	\$ 862.00	\$ 862.00	\$ -	0.0%
<b>Totals for Project</b>						<b>\$46,146.00</b>	<b>\$50,398.70</b>	<b>\$4,252.70</b>	<b>9.2%</b>

MEETING DATE:	Nov. 5, 2013
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**Resolution Authorizing the Mayor to Sign Documents Related to**  
**Transfers of Surface Water Rights to the City.**

**BACKGROUND:**

When properties are subdivided, one of the options for holders of surface water rights is to transfer those water rights to the City. This allows development on those lots to receive a preferential water rate during the irrigation season pursuant to the City’s water policy. The developers of the vast majority of recent subdivisions have chosen this option. As part of the transfer process through the State Engineer’s Office (Board of Control), transfer documents must be signed by the landowner and the party receiving the water rights (e.g. City of Cody). Typically there is also the need for an accompanying petition, prepared by the developer and signed by the City, to change the type of use from irrigation to municipal or miscellaneous use, and change the place of use from the subdivided land to all land within the city limits.

**ACTION:**

The attached resolution has been prepared with the intent of the City Council granting a “blanket” authority to the Mayor to sign documents necessary to receive ownership of surface water rights, and petition the Board of Control for change of use and place of use. The “blanket” authorization would eliminate the need for Council to consider individual requests for such authorizations.

**FISCAL IMPACT**

No direct measurable impacts to the budget are anticipated, although time savings are expected.

**ALTERNATIVES**

Take no action, or approve the attached resolution as proposed or amended.

**RECOMMENDATION**

Staff recommends that the Mayor and Council pass Resolution 2013-\*\*, as attached.

**ATTACHMENTS**

Resolution 2013-\*\*

**AGENDA & SUMMARY REPORT TO:**

N/A

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

**RESOLUTION 2013 - 17**

**RESOLUTION AUTHORIZING THE MAYOR OR HIS/HER DESIGNEE  
TO SIGN WATER RIGHT TRANSFER DOCUMENTS**

WHEREAS, when lands with surface water rights within the City of Cody are subdivided, the City of Cody subdivision ordinance requires that the landowner either install an irrigation system to utilize those water rights, or transfer the water rights to the City (see Section 11-3-3(B)(1) City of Cody code);

WHEREAS, as part of the water right transfer process through the State Board of Control, the grantee receiving the water rights (e.g. the City) must sign certain authorizations and/or petitions;

WHEREAS, the Governing Body has final authority to approve any and all legal documents binding the City of Cody with another party;

WHEREAS, efficiencies in the water right transfer application process could be realized if the Governing Body were to authorize the Mayor or his/her designee such as the Council President, Council Vice President, or City Administrator to sign all water right transfer documents related to compliance with Section 11-3-3(B)(1) of the City of Cody Code; and,

WHEREAS, the Governing Body believes it is appropriate to authorize the Mayor or his/her designee to sign all water right transfer documents necessary for the transfer of surface irrigation water rights to the City pursuant to Section 11-3-3(B)(1), including but not limited to the form "Authorization to Detach Water Rights for Change of Use or Place of Use", and petitions for change of use and place of use.

NOW, THEREFORE, BE IT RESOLVED by the City of Cody, Wyoming as follows:

The Mayor of the City of Cody or his/her designee is hereby authorized to sign on behalf of the City all water right transfer documents necessary for the transfer of surface irrigation water rights to the City pursuant to Section 11-3-3(B)(1) of the City of Cody Code as it presently exists or as hereafter amended. This authorization shall remain in effect until revoked or rescinded by a vote of the Governing Body.

DATED this 5th day of November, 2013.

CITY OF CODY, WYOMING

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**MAYOR NANCY TIA BROWN**

Attest:

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Cynthia D. Baker, Administrative Services Officer