City of Cody City Council Revised

AGENDA

Tuesday, March 18, 2014 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

1. Consent Calendar

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

   a. Approval of Minutes: Regular Meeting Minutes from March 4, 2014.
   b. Approval of vouchers and payroll in the amount of $1,331,621.74.
   c. Consider authorizing the Mayor to sign and enter into a one-year agreement with the City of Cody and Becky Kinkade, Wild West Extravaganza, to conduct the July 4th event at City Park on July 2, 3, and 4 in 2014 and consider a request to approve the street closures of 10th Street between Beck and Sheridan Avenues; and close the north side of Beck Avenue between 9th and 10th Streets for either vendors or vendor parking for the same event starting July 1st through July 4th.
   d. Authorize the Mayor to enter into and sign the Park County Landfill Disposal Service Agreement between the City of Cody and Park County.
   e. Authorize the Mayor to sign SSBCI annual Certification of Performance report.
   f. Authorize the Mayor to enter into and sign an Agreement between the City of Cody and the Wyoming Office of State Lands and Investments as it relates to the Federal Mineral Royalty Capital Construction Account Grant for the approved 16th Street Storm Sewer Project.

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.

2. Public Hearing

   a. A Public Hearing to determine if it is in the public interest to issue a microbrewery permit to Millstone Pizza LLC, dba Millstone Pizza Company and Brewery located at 1057 Sheridan Avenue.

3. Conduct of Business

a. Consider issuing a microbrewery permit to Millstone Pizza LLC, dba Millstone Pizza Company & Brewery located at 1057 Sheridan Ave, contingent upon receiving proof of issuance of a Federal Brewery permit.
   Staff Reference: Cindy Baker, Administrative Services Officer
   Spokesperson: Gary Johnston, Millstone Pizza LLC

b. Consider approving the change in dispensing room to a 27' x 33'6" room on the south end of the building for Millstone Pizza LLC, dba Millstone Pizza Company and Brewery located at 1057 Sheridan Avenue.
   Staff Reference: Jenni Rosencranse, City Administrator
   Spokesperson: Gary Johnston, Millstone Pizza LLC

c. Consider approval of a Taxi License to Suzette Sumpter dba Cody's Town Taxi through December 31, 2014.
   Staff Reference: Cindy Baker, Administrative Services Officer
   Spokesperson: Suzette Sumpter, Cody's Town Taxi

d. Consider approval of a shared schedule developed by Legion Baseball, Senior Babe Ruth and City Staff for the basis of field use for current and future years.
   Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director

e. **RESOLUTION 2014-03**
   A RESOLUTION ADOPTING IN WHOLE THE CITY OF CODY MASTER PLAN.

4. Tabled Items

5. Matters from Staff Members

6. Matters from Council Members

7. Adjournment

City of Cody
Council Proceedings
Tuesday, March 4 2014

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, March 4, 2014 at 7:00 p.m.

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

Absent: None.

Council Mayor Brown called the meeting to order at 7:04 p.m.

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

Council Member Miller made a motion seconded by Council Member Fritz to approve Special Meeting Minutes from 2/13/14, and Regular Meeting Minutes from 2/18/14; approve vouchers and payroll in the amount of $397,628.93; approve a request from the Cody Events Committee to close Sheridan Avenue between 9th and 14th Streets on Saturday, March 15th for the annual St. Patrick's Day Parade, with the street closer beginning at 3:30 p.m. contingent upon the Cody Events Committee's approval from WYDOT, providing liability insurance and sponsor other associated staffing and equipment cost in the amount of $1,263.75 to be funded out of the Lodging Tax fund; declare 43 garbage containers as surplus and authorize staff to proceed with the sale of said units; authorize the Mayor to enter into and sign a Release and Termination of Right-of-Way Agreement and the Exclusive Irrigation Line Easement between the City of Cody and the Riverside Cemetery District, and authorize the Mayor to sign a Release and Termination of Easement as it relates to an unused utility right-of-way and easement identified in document 2009-8322 to the Cody Land Development Corporation. Vote was unanimous.

Jenni Rosencranse, City Administrator, provided the public was a summary and overview of the Master Plan process, including committee work, public comment sessions and sub-committee review and revisions to date. Todd Stowell, City Planner, provided an overview, noted the Master Plan is a guide for future development and reviewed modifications that were directed by the Planning, Zoning and Adjustment Board from the Public Hearing held earlier today.

At 7:29 p.m. Justin Lundvall, Planning, Zoning & Adjustment Board Chairman entered into a joint City Council and Planning, Zoning & Adjustment Board Public Hearing to determine if it is in the public interest to adopt the updated Cody Master Plan. Citizens Cherie Fisher, Carolyn Sharp, Ed Webster and Glenn Borkenhagen commented on the Master Plan. After calling for comments three times and there being none further, Justin Lundvall, Chairman closed the public hearing at 8:07 p.m.

ORDINANCE 2014-01 THIRD AND FINAL READING
AN ORDINANCE AMENDING SECTION 6-2-1 ADOPTING THE UNIFORM ACT REGULATING TRAFFIC ON HIGHWAYS. Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-01 on Third and Final Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:38 pm

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ACE HARDWARE							
2390							
	274523	TRASH CAN LINERS	02/11/2014	25.98	25.98	03/19/2014	
	274523	SAFETY GLOVES	02/11/2014	26.97	26.97	03/19/2014	
	274972	RUBBER HOLD DOWN STRAP	02/19/2014	13.16	13.16	03/19/2014	
	27500	MATERIAL & SUPPLIES	02/19/2014	3.79	3.79	03/19/2014	
	275053	BENCH REPAIRS - SHERIDAN A	02/20/2014	8.10	8.10	03/19/2014	
	275085	MATERIAL & SUPPLIES	02/20/2014	3.98	3.98	03/19/2014	
	275097	CREDIT FOR RETURN	02/21/2014	8.10-	8.10-	03/19/2014	
	275114	GREENHOUSE RECOVERY TA	02/21/2014	21.99	21.99	03/19/2014	
	275200	NUT & BOLTS / CLEANING EQUI	02/24/2014	48.96	48.96	03/19/2014	
	275226	SUPPLIES	02/24/2014	40.99	40.99	03/19/2014	
	275226	SUPPLIES	02/24/2014	11.99	11.99	03/19/2014	
	275303	NUTS & BOLTS	02/26/2014	7.99	7.99	03/19/2014	
	275329	POOL FILTER WEEK	02/26/2014	113.13	113.13	03/19/2014	
	275340	LOCATOR BATTERIES	02/26/2014	13.99	13.99	03/19/2014	
	275358	SHOP SUPPLIES	02/26/2014	4.49	4.49	03/19/2014	
	275384	KEYS	02/27/2014	4.47	4.47	03/19/2014	
	275424	REPAIR EQUIPMENT	02/27/2014	7.27	7.27	03/19/2014	
	275430	REPAIR SPA	02/27/2014	24.58	24.58	03/19/2014	
	275449	SPRAY PAINT	02/28/2014	6.99	6.99	03/19/2014	
	275486	HEATER / SCOOP / ICE MELT	02/28/2014	103.97	103.97	03/19/2014	
	275606	MOUSE BAIT	03/04/2014	29.97	29.97	03/19/2014	
	275621	SYSTEM UPGRADE	03/04/2014	37.67	37.67	03/19/2014	
	275658	METAL CUTTING BLADE	03/04/2014	5.58	5.58	03/19/2014	
	275660	MATERIAL & SUPPLIES	03/04/2014	21.57	21.57	03/19/2014	
	275707	SHOP SUPPLIES	03/05/2014	1.05	1.05	03/19/2014	
	275838	CREDIT FOR RETURN OF HEAT	03/07/2014	79.99-	79.99-	03/19/2014	
Total 2390:				500.54	500.54		
ADVANCED INFO SYSTEMS							
129162							
	11265	CYCLE 3 OUTSOURCE BILLS	02/28/2014	403.48	403.48	03/19/2014	
	11299	CYCLE 4 OUTSOURCE BILLS	03/06/2014	234.44	234.44	03/19/2014	
Total 129162:				637.92	637.92		
ALBERTSONS							
430							
	028706	REC CENTER BIRTHDAY PART	02/28/2014	21.99	21.99	03/19/2014	
	STMT-021914	LATE FEE	02/19/2014	7.50	7.50	03/19/2014	
	STMT-021914	LATE FEE	02/19/2014	7.50	7.50	03/19/2014	
Total 430:				36.99	36.99		
ALSCO							
126551							
	1001611	TOWELS - REC CENTER	02/24/2014	50.03	50.03	03/19/2014	
	1001629	RUGS - CITY HALL	02/24/2014	52.69	52.69	03/19/2014	
	1003378	TOWELS & RUGS - REC CENTE	03/03/2014	122.80	122.80	03/19/2014	
Total 126551:				225.52	225.52		
AMERICAN WELDING & GAS, INC.							
128592							
	02628756	CYLINDER REFILL	02/28/2014	36.12	36.12	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	02628757	SUPPLIES	02/28/2014	60.20	60.20	03/19/2014	
Total 128592:				96.32	96.32		
ARBOR SOLUTIONS TREE CARE							
129915							
	030114	RIGHT OF WAY CLEARING	03/01/2014	1,143.75	1,143.75	03/19/2014	
	030114	RIGHT OF WAY CLEARING	03/01/2014	1,143.75	1,143.75	03/19/2014	
Total 129915:				2,287.50	2,287.50		
BEAR CO, INC							
1010							
	178109	TIRES - A02 POLICE CAR	01/30/2014	540.00	540.00	03/19/2014	
	178367	TIRES - I03 SANITATION	02/18/2014	820.72	820.72	03/19/2014	
	178380	RECAP TIRES	02/19/2014	1,853.30	1,853.30	03/19/2014	
	178491	SKID STEER TIRE CHAINS - RE	02/26/2014	189.00	189.00	03/19/2014	
Total 1010:				3,403.02	3,403.02		
BIG HORN PAINT							
1180							
	0060777	PAINT SEALANT	02/03/2014	121.58	121.58	03/19/2014	
	0060885	PAINT	02/19/2014	215.98	215.98	03/19/2014	
Total 1180:				337.56	337.56		
BIG HORN RADIO NETWORK							
127743							
	1140229130	ADVERTISING	02/28/2014	173.40	173.40	03/19/2014	
Total 127743:				173.40	173.40		
BLOEDORN LUMBER							
1590							
	1543495	DRYER VENT	02/14/2014	17.99	17.99	03/19/2014	
	1555310	SUPPLIES	02/24/2014	23.96	23.96	03/19/2014	
	1558138	REPLACE BOARD ON BENCH	02/25/2014	39.96	39.96	03/19/2014	
Total 1590:				81.91	81.91		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	16790	WIPER ARM & BLADE	02/24/2014	47.50	47.50	03/19/2014	
	16805	SNOW BLOWER	02/26/2014	8,966.27	8,966.27	03/19/2014	
	8370	BOBCAT RENTAL	03/03/2014	857.76	857.76	03/19/2014	
Total 128623:				9,871.53	9,871.53		
BOONE'S MACHINE SHOP							
1400							
	56520	PING PONG TABLE REPAIR	02/19/2014	25.00	25.00	03/19/2014	
Total 1400:				25.00	25.00		
BOOT BARN, INC							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128267							
	SR 163959	BIB OVERALLS - GREG PERKIN	03/04/2013	109.99	109.99	03/19/2014	
Total 128267:				109.99	109.99		
BORDER STATES INDUSTRIES, INC							
1420							
	906979101	Meter F4S 1ph3w c20 120 - 480v	02/28/2014	1,492.80	1,492.80	03/19/2014	MTR4S1480D
	906979101	Meter F14/15/16S Alpha Plus met	02/28/2014	1,492.80	1,492.80	03/19/2014	MTR16SELEC
	906979101	Meter F12S 3ph3w c200 240v me	02/28/2014	746.42	746.42	03/19/2014	MTR12SELEC
	906979101	Meter F8S/9S Alpha Plus dmd me	02/28/2014	2,985.68	2,985.68	03/19/2014	MTR9SALPD
	906979101	Meter F2S ITRON 1ph C200 240	02/28/2014	1,265.60	1,265.60	03/19/2014	MTR2SITR
	906985165	EQUIPMENT REPAIR	03/03/2014	163.63	163.63	03/19/2014	
Total 1420:				8,146.93	8,146.93		
BRAD HALL MANAGEMENT							
129776							
	NP40604701	FUEL - SR CENTER	03/01/2014	1,212.91	1,212.91	03/19/2014	
	NP40604701	FUEL - ADMIN	03/01/2014	205.58	205.58	03/19/2014	
	NP40604701	FUEL - PD	03/01/2014	3,413.57	3,413.57	03/19/2014	
	NP40604701	FUEL - PARKS	03/01/2014	372.92	372.92	03/19/2014	
	NP40604701	FUEL - PARKS	03/01/2014	527.50	527.50	03/19/2014	
	NP40604701	FUEL - FAC MAINT	03/01/2014	366.31	366.31	03/19/2014	
	NP40604701	FUEL - REC CENTER	03/01/2014	444.69	444.69	03/19/2014	
	NP40604701	FUEL - COMM DEV	03/01/2014	132.42	132.42	03/19/2014	
	NP40604701	FUEL - STREETS	03/01/2014	8,511.70	8,511.70	03/19/2014	
	NP40604701	FUEL - STREETS	03/01/2014	390.62	390.62	03/19/2014	
	NP40604701	FUEL - VM	03/01/2014	170.30	170.30	03/19/2014	
	NP40604701	FUEL - SANITATION	03/01/2014	6,073.10	6,073.10	03/19/2014	
	NP40604701	FUEL - SANITATION	03/01/2014	214.01	214.01	03/19/2014	
	NP40604701	FUEL - WATER	03/01/2014	438.99	438.99	03/19/2014	
	NP40604701	FUEL - WATER	03/01/2014	731.20	731.20	03/19/2014	
	NP40604701	FUEL - W WATER	03/01/2014	569.96	569.96	03/19/2014	
	NP40604701	FUEL - EL	03/01/2014	781.55	781.55	03/19/2014	
	NP40604701	FUEL - EL	03/01/2014	1,068.39	1,068.39	03/19/2014	
Total 129776:				25,625.72	25,625.72		
BURLINGAME, SCOTT							
128683							
	030514	REIMBURSE FOR TRAVEL EXP	03/05/2014	40.84	40.84	03/19/2014	
Total 128683:				40.84	40.84		
C & C WELDING							
1690							
	17268	C03 MAST REPAIR	02/27/2014	1,881.48	1,881.48	03/19/2014	
Total 1690:				1,881.48	1,881.48		
Cariveau, Ilona							
129951							
	030514	REFUND CASH BOND	03/05/2014	1,500.00	1,500.00	03/05/2014	
Total 129951:				1,500.00	1,500.00		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CARQUEST AUTO PARTS							
10200							
	2874-241664	REPAIR PARTS	02/03/2014	23.12	23.12	03/19/2014	
	2874-241721	REPAIR PARTS	02/03/2014	10.54	10.54	03/19/2014	
	2874-241814	REPAIR PARTS	02/04/2014	7.68	7.68	03/19/2014	
	2874-241889	REPAIR PARTS	02/05/2014	33.41	33.41	03/19/2014	
	2874-241916	REPAIR PARTS	02/05/2014	2.78	2.78	03/19/2014	
	2874-241987	REPAIR PARTS	02/06/2014	1.57	1.57	03/19/2014	
	2874-241990	REPAIR PARTS	02/06/2014	2.55	2.55	03/19/2014	
	2874-242002	REPAIR PARTS	02/06/2014	.03	.03	03/19/2014	
	2874-242063	REPAIR PARTS	02/07/2014	23.45	23.45	03/19/2014	
	2874-242104	REPAIR PARTS	02/07/2014	2.95	2.95	03/19/2014	
	2874-242105	GLOVES	02/07/2014	14.95	14.95	03/19/2014	
	2874-242112	REPAIR PARTS	02/07/2014	14.71	14.71	03/19/2014	
	2874-242176	REPAIR PARTS	02/08/2014	25.18	25.18	03/19/2014	
	2874-242336	REPAIR PARTS	02/11/2014	4.33	4.33	03/19/2014	
	2874-242354	REPAIR PARTS	02/11/2014	7.97	7.97	03/19/2014	
	2874-242598	REPAIR PARTS	02/14/2014	197.38	197.38	03/19/2014	
	2874-242853	REPAIR PARTS	02/18/2014	7.37	7.37	03/19/2014	
	2874-242914	REPAIR PARTS	02/19/2014	2.95	2.95	03/19/2014	
	2874-242929	REPAIR PARTS	02/19/2014	2.95	2.95	03/19/2014	
	2874-242952	REPAIR PARTS	02/19/2014	8.15	8.15	03/19/2014	
	2874-242959	REPAIR PARTS	02/19/2014	4.32	4.32	03/19/2014	
	2874-243003	REPAIR PARTS	02/20/2014	14.62	14.62	03/19/2014	
	2874-243014	REPAIR PARTS	02/20/2014	2.95	2.95	03/19/2014	
	2874-243222	REPAIR PARTS	02/24/2014	448.36	448.36	03/19/2014	
	2874-243256	SHOP SUPPLIES	02/24/2014	4.75	4.75	03/19/2014	
	2874-243274	REPAIR PARTS	02/24/2014	2.58	2.58	03/19/2014	
	2874-243339	REPAIR PARTS	02/25/2014	6.38	6.38	03/19/2014	
	2874-243378	REPAIR PARTS	02/25/2014	32.18	32.18	03/19/2014	
	2874-243668	SUPPLIES	02/28/2014	11.89	11.89	03/19/2014	
Total 10200:				922.05	922.05		
CENTURY LINK							
10091							
	021914	PHONE CHARGES - FACILITIES	02/19/2014	191.90	191.90	03/19/2014	
	021914	PHONE CHARGES - RECYCLE	02/19/2014	36.87	36.87	03/19/2014	
	021914	PHONE CHARGES - PD	02/19/2014	36.87	36.87	03/19/2014	
	021914	PHONE CHARGES - ADMIN	02/19/2014	330.34	330.34	03/19/2014	
	021914	PHONE CHARGES - REC	02/19/2014	38.90	38.90	03/19/2014	
	021914	PHONE CHARGES - REC	02/19/2014	116.67	116.67	03/19/2014	
	030114	PHONE CHARGES - FACILITIES	03/01/2014	106.91	106.91	03/19/2014	
	030114	PHONE CHARGES - W WATER	03/01/2014	50.41	50.41	03/19/2014	
	030114	PHONE CHARGES - EL	03/01/2014	110.61	110.61	03/19/2014	
	030114	PHONE CHARGES - STREETS	03/01/2014	127.62	127.62	03/19/2014	
	030114	PHONE CHARGES - V M	03/01/2014	32.87	32.87	03/19/2014	
	030114	PHONE CHARGES - WATER	03/01/2014	19.34	19.34	03/19/2014	
	030114	PHONE CHARGES - ADMIN	03/01/2014	639.04	639.04	03/19/2014	
Total 10091:				1,838.35	1,838.35		
CHARTER							
129861							
	022814	INTERNET - EL SHOP	02/28/2014	52.00	52.00	03/19/2014	
	022814	INTERNET - REC CENTER	02/28/2014	79.90	79.90	03/19/2014	
	022814	INTERNET - RECYCLE CENTER	02/28/2014	54.95	54.95	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	030414	INTERNET - PD	03/04/2014	54.95	54.95	03/19/2014	
Total 129861:				241.80	241.80		
CHUCKS LAWN CARE							
125081							
	022814	SNOW REMOVAL - FEB 2014	02/28/2014	775.00	775.00	03/19/2014	
Total 125081:				775.00	775.00		
CITY OF CODY							
2260							
	022814	UTILITIES	02/28/2014	121.04	121.04	03/19/2014	
	022814	UTILITIES	02/28/2014	210.00	210.00	03/19/2014	
	022814	UTILITIES	02/28/2014	884.39	884.39	03/19/2014	
	022814	UTILITIES	02/28/2014	623.43	623.43	03/19/2014	
	022814	UTILITIES	02/28/2014	473.35	473.35	03/19/2014	
	031014	UTILITIES	03/10/2014	461.38	461.38	03/19/2014	
	031014	UTILITIES	03/10/2014	173.11	173.11	03/19/2014	
	031014	UTILITIES	03/10/2014	62.38	62.38	03/19/2014	
	031014	UTILITIES	03/10/2014	16.06	16.06	03/19/2014	
	031014	UTILITIES	03/10/2014	9.46	9.46	03/19/2014	
	031014	UTILITIES	03/10/2014	6.61	6.61	03/19/2014	
	031014	UTILITIES	03/10/2014	1,361.68	1,361.68	03/19/2014	
	031014	UTILITIES	03/10/2014	9,444.90	9,444.90	03/19/2014	
	031014	UTILITIES	03/10/2014	46.84	46.84	03/19/2014	
Total 2260:				13,894.63	13,894.63		
CLARK, ERICA							
129602							
	030514	WITNESS FEES MC-1401-008	03/05/2014	5.00	5.00	03/19/2014	
Total 129602:				5.00	5.00		
CODY ENTERPRISE							
2590							
	022814	ADVERTISING	02/28/2014	2,414.20	2,414.20	03/19/2014	
	022814	ADVERTISING - REC CENTER	02/28/2014	275.00	275.00	03/19/2014	
Total 2590:				2,689.20	2,689.20		
CODY OVERHEAD DOOR COMPANY, LLC							
2710							
	20960	REPAIR DOOR #3	03/05/2014	77.50	77.50	03/19/2014	
Total 2710:				77.50	77.50		
CODY WINNELSON COMPANY							
2850							
	133114-00	VALVE - WATER HEATER	02/11/2014	13.56	13.56	03/19/2014	
	133261-00	EMERY CLOTH	02/18/2014	11.31	11.31	03/19/2014	
	133261-00	HOLE SAW	02/18/2014	12.22	12.22	03/19/2014	
Total 2850:				37.09	37.09		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
CODY YELLOWSTONE AIR IMPROVE RESOURCES							
125574							
	021814	COMMUNITY FUNDING ALLOCA	02/18/2014	1,972.27	1,972.27	03/19/2014	
Total 125574:				1,972.27	1,972.27		
COLMAN EQUIPMENT CO							
125421							
	31972	REMOTE FOR CRANE	02/21/2014	645.90	645.90	03/19/2014	
Total 125421:				645.90	645.90		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	030314	LEGAL SERVICES	03/03/2014	6,396.25	6,396.25	03/19/2014	
Total 3140:				6,396.25	6,396.25		
CRUM ELECTRIC							
3300							
	1524855-00	SHOP LIGHTS	02/26/2014	7.60	7.60	03/19/2014	
	1527658-00	MATERIAL & SUPPLIES	02/18/2014	32.88	32.88	03/19/2014	
	1527684-00	SUPPLIES	02/27/2014	108.24	108.24	03/19/2014	
	1530896-00	SUPPLIES	02/28/2014	43.20	43.20	03/19/2014	
	1531297-00	SUPPLIES - NETWORK DROP C	03/03/2014	94.70	94.70	03/19/2014	
	1532119-00	STREET LIGHT REPAIRS	03/05/2014	135.36	135.36	03/19/2014	
Total 3300:				421.98	421.98		
CUSTOM DELIVERY SERVICE							
3343							
	173681	SAMPLE SHIPPING	07/31/2013	25.88	25.88	03/19/2014	
	50542	WATER SAMPLE - SHIPPING	10/31/2013	118.03	118.03	03/19/2014	
	51032	LOCATOR - SHIPPING	02/28/2014	64.76	64.76	03/19/2014	
Total 3343:				208.67	208.67		
DENNY MENHOLT CHEVROLET							
129672							
	11395	FUEL MODULE	02/24/2014	374.77	374.77	03/19/2014	
Total 129672:				374.77	374.77		
DEPT OF FAMILY SERVICES							
125899							
	0233FEB2014	BACKGROUND CHECKS - REC	03/04/2013	120.00	120.00	03/19/2014	
Total 125899:				120.00	120.00		
DIVISION OF VICTIM'S SERVICES							
124470							
	030614	CRIME VICTIM'S COMP - FEB 20	03/06/2014	1,050.00	1,050.00	03/19/2014	
Total 124470:				1,050.00	1,050.00		
EASTMAN, RINDA							

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129952							
	030414	PERSONAL TRAINING	03/04/2014	84.00	84.00	03/19/2014	
Total 129952:				84.00	84.00		
ECKARDT, DAN							
129960							
	030614	REIMBURSE FOR TRAVEL EXP	03/06/2014	75.12	75.12	03/19/2014	
Total 129960:				75.12	75.12		
ELECTRICAL ALLY, INC.							
129214							
	1452	ELECTRIC ON PUMP	03/02/2014	136.80	136.80	03/19/2014	
Total 129214:				136.80	136.80		
ENERGY WEST							
2630							
	022414	UTILITIES	02/24/2014	823.12	823.12	03/19/2014	
	022514	UTILITIES	02/25/2014	25.84	25.84	03/19/2014	
	022614	UTILITIES	02/26/2014	151.51	151.51	03/19/2014	
	030414	UTILITIES	03/04/2014	573.72	573.72	03/19/2014	
	030414	UTILITIES	03/04/2014	1,524.72	1,524.72	03/19/2014	
	030714	UTILITIES	03/07/2014	1,643.68	1,643.68	03/19/2014	
	030714	UTILITIES - REC CENTER	03/07/2014	3,735.82	3,735.82	03/19/2014	
	030714	UTILITIES - REC CENTER AQUA	03/07/2014	11,207.47	11,207.47	03/19/2014	
	030714	UTILITIES - SHOP	03/07/2014	1,319.87	1,319.87	03/19/2014	
	030714	UTILITIES - SHOP	03/07/2014	339.97	339.97	03/19/2014	
	030714	UTILITIES - SHOP	03/07/2014	199.98	199.98	03/19/2014	
	030714	UTILITIES - SHOP	03/07/2014	139.98	139.98	03/19/2014	
	030714	UTILITIES	03/07/2014	557.08	557.08	03/19/2014	
	030714	UTILITIES	03/07/2014	589.82	589.82	03/19/2014	
Total 2630:				22,832.58	22,832.58		
ENGINEERING ASSOCIATES							
4140							
	030614	BAC T TESTS	03/06/2014	25.00	25.00	03/19/2014	
Total 4140:				25.00	25.00		
FARM PLAN CORPORATION							
4210							
	1365745	GEAR SHIFT	02/12/2014	31.07	31.07	03/19/2014	
	1366381	OIL SAMPLE BOTTLES	02/13/2014	244.00	244.00	03/19/2014	
	1373494	SNOW PLOW REPAIR	02/27/2014	242.66	242.66	03/19/2014	
	1373821	CABLE - I06	02/27/2014	91.53	91.53	03/19/2014	
	1375151	DOOR HANDLES - I04 GATOR P	02/28/2014	535.74	535.74	03/19/2014	
	P79788	FUEL LINE FITTINGS	02/04/2014	46.29	46.29	03/19/2014	
	P80035	TOGGLE SWITCH	02/10/2014	89.29	89.29	03/19/2014	
Total 4210:				1,280.58	1,280.58		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY52233	NUTS & BOLTS	02/20/2014	.84	.84	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	WYCDY52244	SHOP SUPPLIES	02/20/2014	8.55	8.55	03/19/2014	
	WYCDY52360	TAP - SHOP TOOLS	02/27/2014	17.99	17.99	03/19/2014	
	WYCDY52399	SHOP TOWELS	03/03/2014	48.58	48.58	03/19/2014	
	WYCDY5295	BOILER PROJECT	02/25/2014	336.81	336.81	03/19/2014	
Total 126018:				412.77	412.77		
FAY, JUDI							
128677							
	INV2014	TRAINING - CPR/FIRST AID - 5	02/21/2014	50.00	50.00	03/19/2014	
Total 128677:				50.00	50.00		
FERGUSON WATERWORKS							
127653							
	0587030	Meter Pigtails 1"	02/17/2014	305.60	.00	03/12/2014	1194-W
	587030	Meter Pigtails 1"	02/17/2014	305.66	305.66	03/19/2014	1194-W
Total 127653:				611.26	305.66		
FOOD SERVICE OF AMERICA							
123727							
	4621084	COFFEE FILTERS	02/21/2014	21.44	21.44	03/19/2014	
Total 123727:				21.44	21.44		
HARRIS TRUCKING & CONST. CO							
4780							
	124342	HAUL SNOW	02/17/2014	6,438.00	6,438.00	03/19/2014	
	124379	HAUL SNOW	03/05/2014	4,698.00	4,698.00	03/19/2014	
Total 4780:				11,136.00	11,136.00		
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2459142-01	CT, 100:5, .6 KV	02/17/2014	224.13	224.13	03/19/2014	CT100TO56KV
Total 6730:				224.13	224.13		
HEARTLAND PAPER COMPANY							
128769							
	G379374-1	MATERIAL & SUPPLIES	02/20/2014	376.50	376.50	03/19/2014	
	G379374-2	MATERIAL & SUPPLIES	02/27/2014	21.04	21.04	03/19/2014	
	G379429-1	MATERIAL & SUPPLIES	02/20/2014	62.48	62.48	03/19/2014	
	G381722-1	MATERIAL & SUPPLIES	02/27/2014	178.32	178.32	03/19/2014	
Total 128769:				638.34	638.34		
HELVEY, HANNAH M							
129953							
	13066026	REFUND UTILITY DEPOSIT	03/15/2014	23.64	23.64	03/19/2014	
Total 129953:				23.64	23.64		
HOPKINS LIFE AND SAFETY							
5080							
	9874	FIRST AID SUPPLIES	03/03/2014	174.76	174.76	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	9875	FIRST AID SUPPLIES	03/03/2014	146.95	146.95	03/19/2014	
Total 5080:				321.71	321.71		
JACK'S TRUCK & EQUIPMENT							
125521							
	23338G	DEF FLUID	02/04/2014	184.53	184.53	03/19/2014	
	23490G	RADIO SANITATION TRUCK	02/14/2014	223.23	223.23	03/19/2014	
	23491G	DEF FLUID	02/14/2014	184.53	184.53	03/19/2014	
	CM23338G	BARREL CREDIT	02/19/2014	43.75-	43.75-	03/19/2014	
	CM23491G	BARREL CREDIT	02/19/2014	43.75-	43.75-	03/19/2014	
Total 125521:				504.79	504.79		
JENSEN PLUMBING							
129455							
	6448	BACK FLOW REPAIR - REC	03/06/2014	629.24	629.24	03/19/2014	
Total 129455:				629.24	629.24		
JONES, AMY							
129954							
	030314	PERSONAL TRAINING	03/03/2014	161.71	161.71	03/19/2014	
Total 129954:				161.71	161.71		
KEEGAN & WINSLOW LAW FIRM							
126040							
	030314	PROFESSIONAL FEES	03/03/2014	153.65	153.65	03/19/2014	
Total 126040:				153.65	153.65		
KEFFER, MARY							
129943							
	327421	REC CENTER REFUND	02/24/2014	160.37	160.37	03/19/2014	
Total 129943:				160.37	160.37		
KENCO SECURITY & TECHNOLOGY							
9029							
	1106631	BUTTON RELOCATE	02/04/2014	80.00	80.00	03/19/2014	
Total 9029:				80.00	80.00		
KINCHELOE PLUMBING AND HEATING							
5750							
	022714-STMT	FINANCE CHARGE	02/27/2014	1.32	1.32	03/19/2014	
	140720	MATERIAL & SUPPLIES	09/19/2013	3.56	3.56	03/19/2014	
	140868	PARTS	10/21/2013	24.90	24.90	03/19/2014	
	141345	SHOWER PARTS	02/19/2014	85.37	85.37	03/19/2014	
	141353	TOILET PARTS	02/21/2014	5.85	5.85	03/19/2014	
Total 5750:				121.00	121.00		
KOONCE, CHARLES							
129950							
	16322027	REFUND UTILITY DEPOSIT	03/03/2014	202.09	202.09	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129950:				202.09	202.09		
KOUSOULOS, LOUIS							
129949							
	1277016	REFUND CREDIT BALANCE	02/28/2014	174.32	174.32	03/19/2014	
Total 129949:				174.32	174.32		
LANNAN'S SUPPLY							
5980							
	087182	SUPPLIES	02/24/2014	230.74	230.74	03/19/2014	
Total 5980:				230.74	230.74		
LEMKE, WILLIAM							
129956							
	328233	REC CENTER REFUND	03/06/2014	49.00	49.00	03/19/2014	
Total 129956:				49.00	49.00		
LOCAL GOV'T LIABILITY POOL							
6176							
	8830	LIABILITY INSURANCE PREMIU	03/03/2014	55,399.00	55,399.00	03/19/2014	
Total 6176:				55,399.00	55,399.00		
LONG BUILDING TECH INC							
125191							
	SRVC3006520	HEATER REPAIR	02/20/2014	220.00	220.00	03/19/2014	
	SRVCE 00652	REPAIR GREENHOUSE HEATE	02/26/2014	104.50	104.50	03/19/2014	
	SRVCE 00652	REPAIR REC CTR AHU	02/26/2014	104.50	104.50	03/19/2014	
	SRVCE006518	FILTERS AHU (ALL FACILITIES)	02/19/2014	3,679.66	3,679.66	03/19/2014	
Total 125191:				4,108.66	4,108.66		
MC CUMBER LOCKSMITH SHOP							
6390							
	3983A	NORTH LIFT STATION LOCK	01/16/2014	53.75	53.75	03/19/2014	
Total 6390:				53.75	53.75		
MORRIS EXCAVATION, LLC							
129959							
	5297	HAUL SNOW	02/13/2014	2,835.00	2,835.00	03/19/2014	
	5300	HAUL SNOW	02/28/2014	2,250.00	2,250.00	03/19/2014	
Total 129959:				5,085.00	5,085.00		
MOTOR PARTS INC							
6820							
	583517	BULB	02/03/2014	1.74	1.74	03/19/2014	
	583548	REPAIR PARTS	02/03/2014	19.45	19.45	03/19/2014	
	583557	BULB	02/03/2014	4.49	4.49	03/19/2014	
	583633	REPAIR PARTS	02/04/2014	133.71	133.71	03/19/2014	
	583875	TOOLS	02/06/2014	67.93	67.93	03/19/2014	
	584059	REPAIR PARTS	02/07/2014	42.52	42.52	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	584062	REPAIR PARTS	02/07/2014	104.51	104.51	03/19/2014	
	584376	GLOVES	02/11/2014	10.99	10.99	03/19/2014	
	584595	TOOLS	02/13/2014	8.10	8.10	03/19/2014	
	584743	GREASE FITTING	02/14/2014	3.11	3.11	03/19/2014	
	585098	GREASE GUN	02/19/2014	24.99	24.99	03/19/2014	
	585098	GREASE	02/19/2014	4.20	4.20	03/19/2014	
	585230	REPAIR PARTS	02/20/2014	182.43	182.43	03/19/2014	
	585520	TOOLS	02/24/2014	47.99	47.99	03/19/2014	
	585677	REPAIR PARTS	02/25/2014	9.12	9.12	03/19/2014	
	585821	CABLE LUBE	02/26/2014	27.55	27.55	03/19/2014	
	585870	SUPPLIES	02/27/2014	16.59	16.59	03/19/2014	
	586015	SUPPLIES	02/28/2014	10.64	10.64	03/19/2014	
Total 6820:				720.06	720.06		
MOUNTAIN WEST SCREEN PRINTERS							
6930							
	51024	UNIFORMS C14	02/24/2014	64.00	64.00	03/19/2014	
	51049	UNIFORMS - C17	03/03/2014	12.00	12.00	03/19/2014	
Total 6930:				76.00	76.00		
MUSICIAN'S FRIEND							
129944							
	ARINV2067691	WIRELESS MICS (2)	02/04/2014	938.00	938.00	03/19/2014	
Total 129944:				938.00	938.00		
NORCO, INC.							
128948							
	12910333	SERVICE CHARGE FEE	01/31/2014	9.24	9.24	03/19/2014	
	12924673	CO2 (LESS SALES TAX OF $5.3	02/04/2014	157.12	157.12	03/19/2014	
	12999292	C02 (LESS SALES TAX OF $7.13	02/18/2014	201.66	201.66	03/19/2014	
	13081883	SUPPLIES	02/28/2014	10.85	10.85	03/19/2014	
	13081987	CO2	02/28/2014	86.80	86.80	03/19/2014	
	13084995	SERVICE CHARGE FEE	02/28/2014	6.52	6.52	03/19/2014	
Total 128948:				472.19	472.19		
NORMONT EQUIPMENT COMPANY							
7315							
	2402097	CUTTING EDGES & BROOMS	02/17/2014	3,302.55	3,302.55	03/19/2014	
Total 7315:				3,302.55	3,302.55		
NORTHWEST PIPE							
7400							
	1250530	4" Megalug for DIP, Less Acc	02/24/2014	28.93	28.93	03/19/2014	1295-W
	1250530	8" Megalug for DIP, w/acc	02/24/2014	183.64	183.64	03/19/2014	1303-W
	1250530	8" Megalug for PVC, w/acc.	02/24/2014	213.08	213.08	03/19/2014	1291-W
	1250530	10" Gland pack, complete	02/24/2014	109.23	109.23	03/19/2014	1280-W
	1250530	12" Gland pack, complete	02/24/2014	75.80	75.80	03/19/2014	1281-W
	1254101	8" Megalug for DIP, w/acc	03/03/2014	255.00	255.00	03/19/2014	1303-W
	1254101	8" Megalug for PVC, w/acc.	03/03/2014	291.12	291.12	03/19/2014	1291-W
Total 7400:				1,156.80	1,156.80		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
OPATZ ELECTRIC MOTOR REPAIR							
7470							
	16275	AERATOR PUMP REPAIR	02/27/2014	1,330.54	1,330.54	03/19/2014	
Total 7470:				1,330.54	1,330.54		
O'REILLY AUTOMOTIVE, INC.							
128494							
	3726-226010	WIPER BLADES & DE-ICER	02/09/2014	60.96	60.96	03/19/2014	
Total 128494:				60.96	60.96		
PAPA MURPHY'S							
129308							
	804461	PIZZA BY THE SLICE	03/03/2014	171.00	171.00	03/19/2014	20145
Total 129308:				171.00	171.00		
PARK COUNTY							
7670							
	1506	LEC CONTRACT	02/25/2014	31,849.17	31,849.17	03/19/2014	
	1506	LEC UTILITIES	02/25/2014	995.10	995.10	03/19/2014	
Total 7670:				32,844.27	32,844.27		
PARK COUNTY ANIMAL SHELTER							
5120							
	030114	ANIMAL SERVICE CONTRACT	03/01/2014	3,750.00	3,750.00	03/19/2014	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL							
129053							
	022814	LANDFILL CHARGES	02/28/2014	51,411.00	51,411.00	03/19/2014	
	022814	LANDFILL CHARGES	02/28/2014	144.00	144.00	03/19/2014	
	022814	LANDFILL CHARGES	02/28/2014	2.00	2.00	03/19/2014	
Total 129053:				51,557.00	51,557.00		
REITER, BRYAN							
129854							
	2014-1	REIMBURSE FOR BUILDING CO	03/10/2014	145.51	145.51	03/19/2014	
Total 129854:				145.51	145.51		
ROCKY MOUNTAIN DISCOUNT SPORTS							
8680							
	75296	LITHIUM BATTERIES	02/27/2014	55.98	55.98	03/19/2014	
Total 8680:				55.98	55.98		
ROCKY MOUNTAIN POWER							
7570							
	022514	UTILITIES	02/25/2014	200.04	200.04	03/19/2014	
	022514	UTILITIES	02/25/2014	257.68	257.68	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 7570:				457.72	457.72		
S & S WORLDWIDE INC							
124166							
	8012905	VOLLEYBALLS	02/20/2014	443.88	443.88	03/19/2014	
Total 124166:				443.88	443.88		
SCHOOL OUTFITTERS							
129955							
	IVN11308707	ASAP	02/26/2014	217.83	217.83	03/19/2014	
Total 129955:				217.83	217.83		
SECHRIST, DAVID J							
129937							
	030414	PERSONAL TRAINING SERVICE	03/04/2014	111.15	111.15	03/19/2014	
Total 129937:				111.15	111.15		
SECRETARY OF STATE							
123386							
	030414	NOTARY FEE - TRAPP HEYDEN	03/04/2014	30.00	30.00	03/19/2014	
Total 123386:				30.00	30.00		
SHORMA, ERIC							
129946							
	022514	WITNESS FEES MC-1311-046	02/25/2014	5.00	5.00	03/19/2014	
Total 129946:				5.00	5.00		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	030114	SMP WATER PURCHASES - FE	03/01/2014	90,180.08	90,180.08	03/19/2014	
Total 9130:				90,180.08	90,180.08		
SHOSHONE OFFICE SUPPLY							
9140							
	101429	FILE CABINET	02/26/2014	1,059.98	1,059.98	03/19/2014	
	101450	OFFICE SUPPLIES (LESS SALE	02/21/2014	146.85	146.85	03/19/2014	
	101508	OFFICE SUPPLIES	02/20/2014	8.73	8.73	03/19/2014	
	101562	OFFICE SUPPLIES	03/03/2014	10.50	10.50	03/19/2014	
	101575	MATERIAL & (LESS SALES TAX	03/05/2014	24.23	24.23	03/19/2014	
	101684	SUPPLIES	03/06/2014	90.40	90.40	03/19/2014	
Total 9140:				1,340.69	1,340.69		
SITZ III, ALEX H.							
129379							
	022414	PROFESSIONAL FEES	02/24/2014	243.62	243.62	03/19/2014	
Total 129379:				243.62	243.62		

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
SOUTHWESTERN EQUIPMENT							
9422							
	029133	MAST LIFT BAR	02/11/2014	1,369.32	1,369.32	03/19/2014	
Total 9422:				1,369.32	1,369.32		
STAMPEDE INVESTMENT COMPANY LLC							
129948							
	948-3	REFUND OVERPAYMENT ON E	02/28/2014	1,200.24	1,200.24	03/19/2014	
Total 129948:				1,200.24	1,200.24		
STERLING CODIFIERS							
128669							
	14888	ORDINANCE CODIFYING	02/17/2014	87.00	87.00	03/19/2014	
Total 128669:				87.00	87.00		
STROH'S INDUSTRIAL LUBRICATION							
9630							
	1919	GREASE	03/03/2014	370.00	370.00	03/19/2014	
Total 9630:				370.00	370.00		
SWOPE, PAUL							
129947							
	022514	WITNESS FEES MC-1312-011	02/25/2014	5.00	5.00	03/19/2014	
Total 129947:				5.00	5.00		
TCT WEST							
129905							
	030114	INTERNET - PARKS SHOP	03/01/2014	86.34	86.34	03/19/2014	
Total 129905:				86.34	86.34		
THE UPS STORE							
6240							
	3202	EVIDENCE SHIPPING	03/10/2014	9.90	9.90	03/19/2014	
	7196	SHIP TRAINING MATERIALS	02/14/2014	9.87	9.87	03/19/2014	
	7553	EVIDENCE SHIPPING	02/24/2014	9.30	9.30	03/19/2014	
	7713	POSTAGE - STAMPEDE GRANT	02/26/2014	21.63	21.63	03/19/2014	
	7934	SHIP EQUIPMENT (LESS SALES	03/03/2014	110.68	110.68	03/19/2014	
	7993	WATER SAMPLE SHIPPING	03/04/2014	47.55	47.55	03/19/2014	
Total 6240:				208.93	208.93		
TRACTOR & EQUIPMENT CO							
9930							
	BLCS0556833	BLADE SHIMS	12/05/2013	178.19	178.19	03/19/2014	
Total 9930:				178.19	178.19		
U S POST OFFICE							
10050							
	022014	BRM ANNUAL MAINTENANCE	02/20/2014	685.00	685.00	03/19/2014	
	022014	BUSINESS REPLY PERMIT - AN	02/20/2014	220.00	220.00	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10050:				905.00	905.00		
V-1 PROPANE							
10180							
	858017	PROPANE	02/04/2014	27.19	27.19	03/19/2014	
	858066	PROPANE	02/11/2014	31.99	31.99	03/19/2014	
	858108	PROPANE	02/18/2014	25.59	25.59	03/19/2014	
	858145	PROPANE	02/21/2014	29.99	29.99	03/19/2014	
	858196	PROPANE	03/03/2014	25.59	25.59	03/19/2014	
Total 10180:				140.35	140.35		
VERIZON							
124442							
	9720425648	IPADS - PD	02/20/2014	822.49	822.49	03/19/2014	
	9720425648	CELL PHONE SERVICE - WATE	02/20/2014	101.01	101.01	03/19/2014	
	9720425648	CELL PHONE SERVICE - ELECT	02/20/2014	156.57	156.57	03/19/2014	
	9720425648	CELL PHONE SERVICE - REC	02/20/2014	111.07	111.07	03/19/2014	
	9720425648	CELL PHONE SERVICE - FACILI	02/20/2014	75.95	75.95	03/19/2014	
	9720425648	CELL PHONE SERVICE - ADMIN	02/20/2014	65.07	65.07	03/19/2014	
	9720425648	CELL PHONE SERVICE - W WA	02/20/2014	75.18	75.18	03/19/2014	
	9720425648	CELL PHONE SERVICE - PD	02/20/2014	557.83	557.83	03/19/2014	
	9720425648	CELL PHONE SERVICE - COMM	02/20/2014	101.01	101.01	03/19/2014	
	9720425648	CELL PHONE SERVICE - SANIT	02/20/2014	25.06	25.06	03/19/2014	
	9720425648	CELL PHONE SERVICE - STREE	02/20/2014	75.18	75.18	03/19/2014	
	9720425648	CELL PHONE SERVICE - PARK	02/20/2014	25.06	25.06	03/19/2014	
Total 124442:				2,191.48	2,191.48		
VISA							
10280							
	FEB14-2700	SHIPPING - PD	03/02/2014	7.40	7.40	03/19/2014	
	FEB14-2700	BATTERIES - BOMB UNIT	03/02/2014	280.47	280.47	03/19/2014	
	FEB14-2700	ANIMAL CARE EQUIPMENT	03/02/2014	388.39	388.39	03/19/2014	
	FEB14-2700	SUPPLIES - PD	03/02/2014	14.25	14.25	03/19/2014	
	FEB14-2700	UNIFORMS - PD	03/02/2014	21.13	21.13	03/19/2014	
	FEB14-2700	SUPPLIES - PD	03/02/2014	5.14	5.14	03/19/2014	
	FEB14-5976	MEETING EXPENSE - MAYOR	03/02/2014	66.16	66.16	03/19/2014	
	FEB14-5976	MEETING EXPENSE - MAYOR	03/02/2014	39.38	39.38	03/19/2014	
	FEB14-5976	MEETING EXPENSE - MAYOR	03/02/2014	56.88	56.88	03/19/2014	
	FEB14-7438	TRAVEL EXP FUEL - PD	03/02/2014	39.51	39.51	03/19/2014	
	FEB14-7438	TRAVEL EXP FUEL - PD	03/02/2014	44.00	44.00	03/19/2014	
	FEB14-7438	TRAVEL EXP FUEL - PD	03/02/2014	42.00	42.00	03/19/2014	
	FEB14-7933	REC FIREWALL KIT	03/02/2014	284.56	284.56	03/19/2014	
	FEB14-7933	WPMA - BOARD MEETING EXP	03/02/2014	6.30	6.30	03/19/2014	
	FEB14-7933	WPMA - BOARD MEETING EXP	03/02/2014	57.28	57.28	03/19/2014	
	FEB14-7933	WPMA - BOARD MEETING EXP	03/02/2014	42.51	42.51	03/19/2014	
	FEB14-8401	MEETING EXPENSE - ADMIN	03/02/2014	52.00	52.00	03/19/2014	
	FEB14-8401	DUES & SUBSCRIPTIONS - CO	03/02/2014	399.00	399.00	03/19/2014	
	FEB14-8419	EQUIP REPAIR - AQUATICS	03/02/2014	102.18	102.18	03/19/2014	
	FEB14-8419	AQUATICS PROGRAMS	03/02/2014	132.92	132.92	03/19/2014	
	FEB14-8419	EQUIP REPAIR - AQUATICS	03/02/2014	63.00	63.00	03/19/2014	
	FEB14-8419	FANS - FAC MAINT	03/02/2014	83.14	83.14	03/19/2014	
	FEB14-8419	ZUMBA FITNESS	03/02/2014	30.00	30.00	03/19/2014	
	FEB14-8419	REGISTRATION FEE - AQUATIC	03/02/2014	59.00	59.00	03/19/2014	
	FEB14-8427	MEETING & TRAVEL EXPENSE	03/02/2014	682.29	682.29	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	FEB14-8435	WIRELESS ACCESS POINT	03/02/2014	29.98	29.98	03/19/2014	
	FEB14-8435	COMPUTER SWITCH	03/02/2014	94.93	94.93	03/19/2014	
	FEB14-8450	TRAVEL EXPENSE FUEL - PD	03/02/2014	220.66	220.66	03/19/2014	
	FEB14-8492	TRAINING COMM DEV	03/02/2014	180.00	180.00	03/19/2014	
	FEB14-8492	TRAINING COMM DEV	03/02/2014	695.00	695.00	03/19/2014	
	FEB14-8492	DUES & SUBSCRIPTIONS - CO	03/02/2014	125.00	125.00	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE - STREETS	03/02/2014	84.04	84.04	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE - STREETS	03/02/2014	66.50	66.50	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE - STREETS	03/02/2014	24.60	24.60	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE FUEL- STRE	03/02/2014	40.53	40.53	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE - STREETS	03/02/2014	26.35	26.35	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE - STREETS	03/02/2014	33.80	33.80	03/19/2014	
	FEB14-8824	TRAVEL EXPENSE - STREETS	03/02/2014	28.69	28.69	03/19/2014	
	FEB14-9433	UNIFORMS - PARKS	03/02/2014	17.95	17.95	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	37.10	37.10	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	59.45	59.45	03/19/2014	
	FEB14-9433	EQUIP REPAIR - REC	03/02/2014	91.17	91.17	03/19/2014	
	FEB14-9433	ARC TRAINING	03/02/2014	135.00	135.00	03/19/2014	
	FEB14-9433	EQUIP REPAIR - AQUATICS	03/02/2014	98.00	98.00	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	96.92	96.92	03/19/2014	
	FEB14-9433	CREDIT HOTELS	03/02/2014	84.14-	84.14-	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	27.39	27.39	03/19/2014	
	FEB14-9433	ARC SERVICES / TRAINING	03/02/2014	650.00	650.00	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	31.98	31.98	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	153.27	153.27	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	5.21	5.21	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	62.44	62.44	03/19/2014	
	FEB14-9433	AQUATIC PROGRAMS	03/02/2014	467.55	467.55	03/19/2014	
	FEB14-9433	CORRECT INPUT ERROR	03/02/2014	.09-	.09-	03/19/2014	
Total 10280:				6,498.17	6,498.17		
WAL MART COMMUNITY BRC							
10330							
	00372	GATORAID	02/26/2014	35.88	35.88	03/19/2014	20008
	00372	BOTTLED WATER	02/26/2014	7.44	7.44	03/19/2014	20009
	00372	Fruit Snacks	02/26/2014	31.92	31.92	03/19/2014	20026
	00372	Snack Cakes	02/26/2014	29.24	29.24	03/19/2014	20027
	00372	Chips	02/26/2014	19.96	19.96	03/19/2014	20031
	00372	Popcorn	02/26/2014	5.00	5.00	03/19/2014	20049
	00372	Hot Dogs	02/26/2014	26.64	26.64	03/19/2014	20053
	02759	HCA - REC CENTER	03/03/2014	30.22	30.22	03/19/2014	
	02759	ASAP - REC CENTER	03/03/2014	108.88	108.88	03/19/2014	
	02789	OFFICE / SQUAD ROOM SUPPL	02/27/2014	132.69	132.69	03/19/2014	
	03333	EASTER EGG HUNT	02/28/2014	156.21	156.21	03/19/2014	
	05812	SUPPLIES	02/19/2014	3.62	3.62	03/19/2014	
	05812	SUPPLIES	02/19/2014	12.97	12.97	03/19/2014	
	07243	RADIO FOR GREENHOUSE	02/28/2014	27.51	27.51	03/19/2014	
	08642	OFFICE SUPPLIES	02/21/2014	31.92	31.92	03/19/2014	
Total 10330:				660.10	660.10		
WALKER, BOB							
129957							
	10173016	REFUND UTILITY DEPOSIT	02/28/2014	17.64	17.64	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129957:				17.64	17.64		
WATCO POOLS							
10370							
	011614-STMT	FINANCE CHARGE FC673 & FC	01/16/2014	49.57	49.57	03/19/2014	
	17524	CHEMICALS	02/19/2014	1,152.04	1,152.04	03/19/2014	
Total 10370:				1,201.61	1,201.61		
WAYNE'S BOOT SHOP							
10430							
	12608	SAFETY BOOTS - STAN EDWAR	03/10/2014	185.00	185.00	03/19/2014	
Total 10430:				185.00	185.00		
WCS TELECOM							
124746							
	030114	LONG DISTANCE	03/01/2014	140.58	140.58	03/19/2014	
Total 124746:				140.58	140.58		
WEAD, JUSTON							
126194							
	012814	REIMBURSE FOR UNIFORMS	01/28/2014	149.98	149.98	03/19/2014	
Total 126194:				149.98	149.98		
WESTERN PATHOLOGY CONSULTING, INC							
10570							
	CP 1783	RANDOM TESTING - PD	02/28/2014	94.50	94.50	03/19/2014	
	CP 1783	RANDOM TESTING - EL	02/28/2014	36.00	36.00	03/19/2014	
	CP 1783	RANDOM TESTING - STREETS	02/28/2014	36.00	36.00	03/19/2014	
	CP 1783	RANDOM TESTING - SHOP	02/28/2014	9.00	9.00	03/19/2014	
	CP 1783	RANDOM TESTING - SANITATI	02/28/2014	40.50	40.50	03/19/2014	
	CP 1783	RANDOM TESTING -W WATER	02/28/2014	13.50	13.50	03/19/2014	
	CP 1783	RANDOM TESTING - REC	02/28/2014	9.00	9.00	03/19/2014	
	CP 1783	RANDOM TESTING - WATER	02/28/2014	22.50	22.50	03/19/2014	
Total 10570:				261.00	261.00		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4046964	CABLE	02/19/2014	2,502.72	2,502.72	03/19/2014	
Total 10605:				2,502.72	2,502.72		
WILLIAMS, AUSTIN							
129958							
	17440020	REFUND UTILITY DEPOSIT	03/04/2014	11.92	11.92	03/19/2014	
Total 129958:				11.92	11.92		
WOMACK MACHINE SUPPLY CO.							
128944							
	0115709	HYDRAULIC FITTINGS	02/10/2014	40.18	40.18	03/19/2014	

Vendor Name / Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128944:				40.18	40.18		
WYOMING 2013 K1, LP							
129945							
	17077015	REFUND UTILITY DEPOSIT	02/21/2014	437.18	437.18	03/19/2014	
Total 129945:				437.18	437.18		
WYOMING DEPT OF TRANSPORTATION							
10805							
	0000065517	SYSTEM UPGRADE - BIG HORN	02/28/2014	34.55	34.55	03/19/2014	
Total 10805:				34.55	34.55		
WYOMING HOME & RANCH							
129698							
	32847	TARP & STRAP	01/09/2014	10.15	10.15	03/19/2014	
	36075	GREENHOUSE RECOVERY TA	02/21/2014	5.98	5.98	03/19/2014	
	36981	SHOP SUPPLIES	03/04/2014	.35	.35	03/19/2014	
Total 129698:				16.48	16.48		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	022814	POWER PURCHASE - FEB 2014	02/28/2014	746,735.33	746,735.33	03/19/2014	
Total 10920:				746,735.33	746,735.33		
WYOMING TECH TRANS CENTER							
11020							
	749001	TRAINING	02/25/2014	135.00	135.00	03/19/2014	
Total 11020:				135.00	135.00		
WYOPASS							
125411							
	0131-2014-M2	DUES & SUBSCRIPTIONS	01/31/2014	220.00	220.00	03/19/2014	
Total 125411:				220.00	220.00		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	030114	MARCH FUNDING	03/01/2014	12,725.08	12,725.08	03/19/2014	
Total 11150:				12,725.08	12,725.08		
Grand Totals:				1,159,964.52	1,159,658.92		

Payroll $171,657.22 Grand Total = $ 1,331,621.74

MEETING DATE: MARCH 18, 2014
DEPARTMENT: PARKS, RECREATION, & PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER, DIRECTOR

July 4th, 2014 Wild West Extravaganza Agreement

Action to be taken

Request that City Council approves street closures and conditions of the agreement as described in summary.

Summary

1. The Becky Kinkade, WWE Promoter is seeking a motion to grant the street closures of 10th Street between Beck and Sheridan Avenues; closing the north side of Beck Avenue between 9th and 10th Streets for either vendors or vendor parking. The closure includes a City Park exclusive use permit. This agreement is requested for street closures starting on Wednesday, July 2nd, at 4:00 PM through 6:00 PM on Friday July 4th, 2014.

2. Approve the Mayor to sign and enter into a one-year agreement with Becky Kinkade, to conduct the July 4th event at City Park on July 2, 3, and 4 in year 2014.

Conditions of the Agreement
The Promoter will:

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

AGENDA ITEM NO. _____

FISCAL IMPACT

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

ALTERNATIVES

1. Approve a one-year agreement with listed terms to WWE for July 2nd - 4th, 2014.
2. Deny the request and issue a request for qualifications and proposals.

RECOMMENDATION

Approve a one-year agreement with WWE for the 2014, event.

AGENDA & SUMMARY REPORT TO:

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

AGENDA ITEM NO. _____

MEETING DATE:	MARCH 4, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN W. PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT
Park County Landfill Disposal Service Agreement

BACKGROUND

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

Attached is a copy of the proposal regarding the Park County Landfill Disposal Agreement. The contract calls for the following:

1. The term of the contract is for Eight (8) years or until permitted capacity of Phase I at the Park County Landfill is reached.
2. Currently, the contract calls for weigh slips for all loads and any that are delivered without weigh slips will be recorded as a full load of 12,000 lbs. Normally, weigh slips will provided by the County as the driver goes over the scales.
3. In this contract, City residents are not allotted to dispose of any loads at the landfill without charge.
4. All loads disposed of at the Park County Landfill will be subject to fees including those items the City typically deposits as a part of the LIPS program.
5. The landfill will also accept, at no charge, properly sorted deliveries of appliances, vehicles, brush, burnable clean wood, clean gravel, clean dirt and asphalt, at no charge, must be preapproved.
6. The fee for all solid waste in packer trucks delivered to the Landfill will pay a fee of $78/Ton, a decrease from $90/Ton. The fee will be further reduced to $72/Ton if Park County experiences a contracted increase of 4,500+ Tons of Municipal Solid Waste for a time period of no less than six (6) years.
7. There is a 90 days' notice requirement for termination of the contract.

Due to the decrease in rates from the County, the City Ordinance regarding Title 4, Chapter 4, Articles I-V Garbage, Refuse and Weeds may be considered for adjustment.

The City of Cody Sanitation rates comprise of three components 1) The Park County Landfill Fee, the City Solid Waste Base Fee (based on container size and number of collections) and a Recycling Fee. The last change to the City of Cody Sanitation rates was in 2009 and was a pass-through of increased costs from Park County.

AGENDA ITEM NO. _____

SUMMARY

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

FISCAL IMPACT

By signing Park County Landfill Disposal Service Agreement, the City is committing to paying $78/Ton for all Municipal Solid Waste delivered to the Landfill. The rate will remain at $78/Ton for the term of the contract (8 years) unless Park County experiences a contracted increase of 4,500+ Tons of Municipal Solid Waste for a time period of no less than six (6) years in which case the fee will be reduced to $72/Ton.

ALTERNATIVES

1. Authorize the Mayor to sign the attached Park County Landfill Disposal Service Agreement and pass on first reading Ordinance
2. Authorize the Mayor to sign an amended Park County Landfill Disposal Service Agreement
3. Deny authorization to the Mayor to sign the attached Park County Landfill Disposal Service Agreement.

RECOMMENDATION

City staff recommends, subject to the approval by the City Attorney, that the Mayor and Council authorize the Mayor to sign the attached Park County Landfill Disposal Service Agreement.

ATTACHMENTS

1. Park County Landfill Disposal Service Agreement.

AGENDA & SUMMARY REPORT TO:

1. Engineering Staff

AGENDA ITEM NO. _____

PARK COUNTY LANDFILL

DISPOSAL SERVICE AGREEMENT

This Agreement entered into as of this _____ day of _____, 2014, by and between the City of Cody, Wyoming, with an office at 1338 Rumsey Ave., Cody, Wyoming 82414, a municipal corporation, hereinafter referred to as "CUSTOMER", and the Board of County Commissioners for Park County, Wyoming, with a business address of 1002 Sheridan Avenue, Cody, Wyoming 82414, a governmental agency, hereinafter referred to as "OWNER".

In consideration of the terms, conditions, and mutual promises, the parties agree as follows:

ARTICLE I. DESIGNATED WASTES

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulations, permits or otherwise, OWNER shall receive and dispose of all the Municipal Solid Waste delivered to OWNER's sanitary landfills. CUSTOMER shall in turn cause all Municipal Solid Waste collected within Cody City Limits to be delivered to, and disposed of, at the Park County Sanitary Landfills, in accordance to the terms of this Agreement.

Municipal Solid Waste is defined for the purpose of this Agreement as all non-hazardous commercial, residential and construction debris wastes collected by CUSTOMER through its collection vehicles. All regulated hazardous, volatile, highly flammable, explosive, toxic, infectious, pathological, PCB and radioactive wastes are specifically excluded from the definition, as are any other waste the OWNER'S facilities are not permitted to accept. For the terms and conditions of this Agreement, whole tires, high-density demolition debris, industrial wastes, purposely separated recyclables and green wastes are specifically excluded from the definition of Municipal Solid Waste as related to fees and acceptance procedures. The term "hazardous waste", as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and applicable state law. When requested by OWNER, the CUSTOMER shall, in addition to any labeling, placarding, marking, manifest or other such documentation required by law, provide OWNER, in advance, with a representative sample of the Solid Waste to be disposed of by OWNER, and with a detailed written physical and chemical description or analysis of the Solid Waste including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such Solid Waste ("Waste Characterization Data Sheet" or "WCDS"). CUSTOMER shall promptly furnish to OWNER any information regarding known, suspected, or planned changes in composition of such Solid Waste and CUSTOMER shall accordingly update the WCDS. CUSTOMER warrants to the best of its knowledge that all Solid Waste specified in a WCDS and delivered to OWNER shall conform to the description set forth on the WCDS. CUSTOMER will use reasonable efforts to monitor and investigate the information supplied on the WCDS.

ARTICLE II. TITLE

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

responsibilities therefore shall be borne by, CUSTOMER. OWNER may revoke acceptance of waste at any time, even following disposal, if waste is determined to be Nonconforming. CUSTOMER shall pay all costs associated with removal, repackaging and transportation of the waste.

ARTICLE III. COMPLIANCE WITH LAWS

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

ARTICLE IV. DELIVERED QUANTITIES

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

b) CUSTOMER also agrees that loads arriving with wastes not properly sorted will be subject to the highest applicable rate for that particular load.

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

1) Appliances with refrigerant removed, vehicles or other metal
2) Brush and burnable clean wood (as long as OWNER'S burn permit active)
3) Clean gravel or clean dirt
4) Asphalt at no charge must be preapproved

ARTICLE V. PAYMENT

a) CUSTOMER agrees to pay a fee of Seventy Eight Dollars ($78.00) per Ton for all Municipal Solid Waste delivered to OWNER'S landfill The OWNER will provide monthly invoices to the CUSTOMER with payment due within 30 days of receipt of acceptable invoice.

b) It is hereby understood, if within Sixty (60) days of the date of this Agreement OWNER experiences a contracted increase of 4,500+ Tons of Municipal Solid Waste for a time period of no less than six (6) years, both parties agree to a decrease of the Municipal Solid Waste tipping fee no less than $6.00/Ton at the Park County Landfills. As a result of the increased volumes disposed of in Phase I, the term will be adjusted accordingly as well. In addition, Annual budgetary tonnage reviews will be conducted by OWNER. In the event of an annual committed increase of 4,500+ Tons of Municipal Solid Waste, renegotiation of tipping fees will be held at the end of OWNER'S budgetary year. If OWNER offers any other party, entity or customer a lower rate than the rate defined in Article V. a) above, CUSTOMER'S rate shall be adjusted to match that lower rate.

ARTICLE VI. TERMS

The term of this Agreement shall be eight (8) years from the effective date hereof or until permitted capacity of Phase I at the Park County Regional Landfill is reached. If the Municipal Solid Waste tonnage set forth in

ARTICLE V, paragraph b is realized, the terms will be reduced to six years from the effective date hereof or until permitted capacity of Phase I is reached.

ARTICLE VII. ADDITIONAL TAXES, FEES OR REGULATORY COSTS

CUSTOMER agrees that the contract rate(s) agreed to hereby may be increased by the actual amount of any new costs imposed on OWNER after the date hereof in the nature of new or increased fees, taxes or surcharges imposed by any governmental authority, inflation or increased operating costs caused by the actions of such regulatory or governing authority. OWNER shall provide to CUSTOMER necessary documentation supporting any proposed increase pursuant to this Article.

ARTICLE VIII. FORCE MAJEURE

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

ARTICLE IX. EXCUSABLE TERMINATION OF AGREEMENT

This Agreement may be terminated by either party, without penalty, for the reasons set forth in the Force Majeure clause above. Furthermore, this Agreement may be terminated by the CUSTOMER, without penalty, if the OWNER fails to provide for the disposal of the CUSTOMER'S Municipal Solid Waste at, or below, the maximum solid waste disposal fees set forth herein, unless a higher disposal fee is mutually agreed to, in writing, by both OWNER and CUSTOMER. Ninety (90) days notice will be given to other party for termination under the above stated circumstances for excusable termination to be valid.

ARTICLE X. PENALTY

In the event of a breach of this agreement by either party which is not excused under Articles VIII or IX above, the other party shall have the right to seek specific performance, compensatory and/or incidental damages.

ARTICLE XI. IMMUNITY

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

ARTICLE XII. NO THIRD PARTY BENEFICIARY

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract.

ARTICLE XIII. ASSIGNMENT

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

ARTICLE XIV. NOTICES

All notices, requests demands and other communications with respect to any provision hereof shall be in writing and shall be delivered:

In the case of OWNER:	In the case of CUSTOMER:
Park County, Wyoming 1002 Sheridan Avenue Cody, WY 82414	City of Cody 1338 Rumsey Avenue PO Drawer 2200 Cody, WY 82414

ARTICLE XV. ENTIRE AGREEMENT

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

Executed as of the day and year first above written:

CUSTOMER:
CITY OF CODY

By: _____
(Signature)

Date: _____

Title: _____Mayor_____

Date: _____

Attest: _____

Title: _____

OWNER:
BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING

By: _____
(Signature)

Date: _____

Title: _____Chairman_____

Date: _____

Attest: _____

Title: _____

MEETING DATE: MARCH 18, 2014

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE
PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

SSBCI ANNUAL CERTIFICATION REPORT

ACTION TO BE TAKEN:

Authorize the Mayor to sign the SSBCI annual Certification of Performance report.

SUMMARY OF INFORMATION:

Along with many other cities and towns in Wyoming the City of Cody is a participant in the State Small Business Credit Initiative. This program is authorized through the Small Business Administration for the purpose of providing pledged collateral accounts to lending institutions to enhance the collateral coverage for business loans.

Under the Cooperative Agreement, each participating municipality is required to review and approve the annual reports prepared by the programs auditor. Quarterly reports are reviewed by the SSBCI auditor for program compliance and an Independent Accountant's Report is issued. The annual report is a summary of all activity during the year. The attached report is for the calendar year ending December 31, 2013.

FISCAL IMPACT

None

ALTERNATIVES

The Council may approve or not approve the report at its discretion.

ATTACHMENTS

1. Certification of Performance
2. Summary Report of SSBCI Funds Utilized to Date

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

CERTIFICATION OF PERFORMANCE
AND REPRESENTATIONS AND WARRANTIES

United States Department of the Treasury
Main Treasury Building, Room 1310
1500 Pennsylvania Avenue
Washington, D.C. 20220

Reference is made to the Allocation Agreement dated as of December 4, 2012 (the "Allocation Agreement"), between the **United States Department of the Treasury** ("Treasury") and the Participating Municipalities. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed to them in the Allocation Agreement.

This certification is delivered to Treasury pursuant to paragraph 2 ("Subsequent Disbursement Requests of Allocated Funds") of Annex 2 ("Disbursement Policies and Procedures") attached to the Allocation Agreement. The undersigned, on behalf of each Participating Municipality, hereby makes the following certifications as of the date of this certification:

1. the Participating Municipality has performed and complied with all applicable terms, covenants, agreements and conditions required by the Allocation Agreement to be performed or complied with by it as of this date;
2. the representations and warranties set forth in the Allocation Agreement and in the Assurances (Non-Construction) contained as part of the Application are true and correct in all material respects;
3. the Participating Municipality has expended, transferred, or obligated 80 percent or more of the last disbursed one-third of Allocated Funds for federal contributions to, or for the account of, the Participating Municipality's Approved Municipal Programs; and
4. the authority of the undersigned to execute and deliver this certification on behalf of the Participating Municipality is valid and in full force and effect.

By: _____
Name: Nancy Tia Brown

Title: Mayor – City of Cody, Wyoming

SSBCI Funds Utilized to Date

Other Credit Support Programs (OCSPs)

Participating State	Wyoming Smart Capital Network

OCSPs	Loan/Investment Unique Identifier #	Participating Lender/Investor or Designated/Implementing Agency or Contracting Entity	Date Commitment Issued	Total Amount of Loan/Investment	Total Lender/Investor $	SSBCI $ Obligated	SSBCI $ Expended	SSBCI $ Transferred *(Mostly Relevant to Venture Capital Programs)*	Date Closed
Credit Guarantee Program	106-0313-001	First Northern Bank of Wyoming	3/6/2013	$100,000	$100,000		$50,000		04/17/2013
Credit Guarantee Program	116-0113-002	Sundance State Bank	5/27/2013	$40,000	$40,000		$20,000		06/18/2013
Credit Guarantee Program	115-0813-004	1st Bank Division of Glacier Bank	7/18/2013	$2,498,378	$2,498,378		$560,000		08/15/2013
Credit Guarantee Program	117-1113-005	Platte Valley Bank	8/14/2013	$50,000	$50,000		$25,000		08/26/2013
Credit Guarantee Program	101-0213-006	First Interstate Bank	9/11/2013	$151,000	$126,000		$63,000		09/11/2013
Credit Guarantee Program	106-0613-009	Security State Bank	10/17/2013	$343,606	$343,606		$167,000		10/30/2013
Credit Guarantee Program	106-1313-007	First National Bank of Gillette	10/14/2013	$44,230	$44,230		$22,000		11/12/2013
Credit Guarantee Program	106-0613-010	Security State Bank	10/28/2013	$61,185	$61,185		$30,000		11/14/2013
Credit Guarantee Program	102-0713-003	Capital West Bank	6/4/2013	$14,711,581	$13,490,581		$1,000,000		12/06/2013
Credit Guarantee Program	102-1813-113	Tri-County Bank	12/19/2013	$550,000	$530,000		$67,450		12/31/2013
Credit Guarantee Program	101-0913-012	Jonah Bank	11/30/2013	$2,242,000	$2,242,000		$500,000		01/23/2013
Credit Guarantee Program	106-0614-114	Security State Bank	1/2/2014	$344,000	$344,000		$86,000		2/13/2013
Credit Guarantee Program	115-0813-008	1st Bank Division of Glacier Bank	9/30/2013	$962,150	$962,150		$190,000		2/24/2013
Credit Guarantee Program	106-0614-116	Security State Bank	1/29/2013	$500,000	$500,000		$250,000		2/24/2013
Credit Guarantee Program	114-1613-011	Meridian Trust Federal Credit Union	11/14/2013	$270,000	$270,000	$37,500			
Credit Guarantee Program	103-0614-115	Security State Bank	2/12/2014	$328,810	$328,810	$164,405			
Credit Guarantee Program	103-0614-117	Security State Bank	2/20/2014	$187,500	$187,500	$75,000			
Credit Guarantee Program	106-0614-118	Security State Bank	2/24/2014	$1,554,000	$1,554,000	$500,000			
Credit Guarantee Program	106-0614-119	Security State Bank	2/25/2014	$200,000	$200,000	$100,000			
Administrative Expenses							$217,278		
			Sub-totals for OCSP	$25,138,440	$23,872,440	$876,905	$3,247,728	$0	
Name of Program 2									
			Sub-totals for OCSP	$0	$0	$0	$0	$0	
Name of Program 3									
			Sub-totals for OCSP	$0	$0	$0	$0	$0	
			TOTALS (ALL OCSPs)	$25,138,440	$23,872,440	$876,905	$3,247,728	$0	

Total $ Expended, Obligated, Transferred (OCSPs & CAP) $4,124,633

1st/2nd Disbursement of SSBCI $ $4,345,556.00

1st/2nd Disbursement of SSBCI $ x 80% $3,476,444.80

SSBCI $ Obligated

SSBCI funds that have been committed to pay for the amounts of orders placed, contracts awarded, goods and services received, and similar transactions during a given period that will require payment by the Approved State Program during the same or a future period. For OCSPs, examples of obligated funds include:

a) SSBCI funds that have been committed, pledged, or otherwise promised, in writing, to a specific borrower as part of a loan participation, collateral support, or direct lending program;

b) SSBCI funds that have been committed, pledged, or otherwise promised, in writing as part of a venture capital investment transaction (e.g., a promissory note);

c) SSBCI funds that have been set aside to cover obligations arising from loan guarantees, loan participations, or collateral support agreements as part of an approved program; or,

d) SSBCI funds that have been committed, pledged, or promised in writing for allowable administrative expenses (e.g. an executed contract for services).

SSBCI $ Expended

SSBCI funds that have been used to pay charges that have been incurred either on a cash or accrual basis by or for an Approved State program.

For OCSPs, examples of expended funds include:

a) SSBCI funds that have been disbursed to a specific borrower (or disbursed to a specific lender as part of a commitment to a specific transaction) as part of a loan participation, collateral support, or direct lending program;

b) SSBCI funds that have been invested in specific small businesses, pursuant to a venture capital investment; or,

c) SSBCI funds that have been disbursed allowable administrative expenses.

SSBCI $ Transferred (Mostly Relevant to Venture Capital Programs)

SSBCI funds that have been transferred by the state, territory, or municipality receiving SSBCI funds to the designated/implementing agency, or the contracting entity, that is charged with administering the day-to-day operations of the program, as a reimbursement for actual expenses incurred or when there is a clearly documented actual and immediate cash need to fund a loan or investment to an eligible small business or to pay for any allowable administrative expenses.

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Cody (Grantee), whose address is P.O. Box 2200, Cody, WY 82414.

2. **Purpose of Agreement.** On January 16, 2014, the State Loan and Investment Board (SLIB) approved a grant from Chapter 3, Federal Mineral Royalty Capital Construction Account Grants, up to the amount of $214,662.00, to be used for the following SLIB-approved project:

   16th Street Storm Sewer Project

   The Office of State Lands administers these types of grants. For the above-named project, this agreement shall set out the grant conditions and instructions on how the Office of State Lands will disburse funds for the project.

   Additionally, and although not a condition to receiving grant funding under this agreement, the Office of State Lands highly recommends that the governing body of the Grantee attend "Board Training" and keep in contact with the Wyoming Association of Rural Water Systems and/or the Wyoming Association of Municipalities.

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it _____.

4. **Responsibilities of Grantee.** The Grantee agrees:

   A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**

   B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.

   C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have been incurred for the purpose for which the grant was made, and are then due and owing.

D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.

E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.

F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.

G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 3 Mineral Royalty Grant Program.

5. **Responsibilities of the Office.** The Office of State Lands agrees:

A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 3 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

A. **The Grantee shall complete a *Certification Statement* and submit it to the Office of State Lands as soon as possible upon entering into this agreement.**

(i) **This form can be found on the Office's website by going to http://lands.state.wy.us, then clicking on "Grants & Loans", under "Qualifications", then clicking on "Contractors & Design Firms Certification".**

(ii) **The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the**

certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.

(iii) **For questions about the Certification, please contact Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).**

B. **To request reimbursement for eligible expenditures, a GDR form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**

(i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

(ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to http://lands.state.wy.us, clicking on Grants & Loans in the top menu bar, going to "Mineral Royalty Grants" and clicking on "Grant Draft Request". Then, a "File Download" menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.

(iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: MRG-13339 Pa.
SLIB: 50%
LOCAL: 50%
Requested By: City of Cody
Project Description: 16th Street Storm Sewer Project
D. Amount of Funds Approved for Project: $214,662.00
Amount of Engineering Approved for Project should be: $42,932.40

In addition, update the following at the bottom of the form:

Type the Name & Title for the By Signature
Type the Name & Title for the Attest Signature
Type the Name of the Contact Person

Type the Phone number of the contact person
Type the e-mail address of the contact person

Print on Legal paper (11" x 14"), attach the invoices in the order they appear on the GDR, original signatures are required.

(iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor's office, typically on Monday and Thursday of each week.

(v) To verify a payment, use the on-line payment search at http://sao.state.wy.us/EFT_Search_page.htm, on the State Auditor's website, by selecting "Vendor Payments Search" and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click "Submit." Once you have the results, you can click on the titles at the top of the page to sort by column.

C. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 50%.

D. According to Chapter 3, Section 5(d)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable $42,932.40.

E. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.

F. For questions about the form, reimbursement process, or eligible items, please contact Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

7. General Provisions.

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

B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

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

D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

E. **Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.

F. **Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

G. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

H. **Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

I. **Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the

Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

J. **Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

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

The signatory for the Grantee also hereby certifies that he or she is authorized to sign this Agreement on behalf of the Grantee and bind the Grantee to the terms herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:

_____ _____

Bridget Hill, Director Date

GRANTEE:
City of Cody

_____ _____

(Name and Title) Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

_____ _____

Justin Daraie, Assistant Attorney General Date

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD

Grant Agreement
Attachment A

Detailed below are the special conditions the Grantee must meet prior to funds being disbursed:

NONE

MEETING DATE: MARCH 18, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICE OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for a new Microbrewery Permit

ACTION TO BE TAKEN:

Approve issuing a microbrewery permit to Millstone Pizza LLC, dba Millstone Pizza Company and Brewery located at 1057 Sheridan Ave, contingent upon receiving proof of issuance of a Federal Brewery permit.

SUMMARY OF INFORMATION:

State Statute 12-4-412 provides that an entity may hold a Microbrewery permit which allows the licensee to brew and dispense the brewed malt beverage. The permit may be held in conjunction with a bar and grill license.

Millstone Pizza LLC dba Millstone Pizza Company & Brewery has applied for a Microbrewery permit to be held in conjunction with the currently approved Bar & Grill License. Gary Johnston Millstone Pizza LLC dba Millstone Pizza Company & Brewery intends to brew a wide variety of beers which will be sold for both on and off premise consumption. The microbrewery/brewhouse will be a 16'x20' room on the main floor of the current building located at 1057 Sheridan Avenue..

FISCAL IMPACT

None. Since the microbrewery permit will be held in conjunction with a bar and grill license, there is no additional fee charged for the permit.

ALTERNATIVES

1. Approve the issuance of the microbrewery permit contingent upon confirmation of the Federal Brewery permit.
2. Deny the issuance of the microbrewery permit.

ATTACHMENTS

Application for microbrewery permit, business plan.

AGENDA & SUMMARY REPORT TO:

Gary Johnston 951-202-4708

AGENDA ITEM NO. _____

WLD-031 (7/07)

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: 2/18/14

	Annual Fee	Prorated Fee
Basic Fee:	$	$ 1166.68
Add'l Dispensing Room Fee:	$	$
Transfer Fee:	$	
Total License Fee Collected	$	$ 1166.68
Publishing Fee Collect:	$ 260.00	

Required Attachments Received: Yes ☑

Advertising Dates(4): 2/18, 2/25, 3/4, 3/11

Hearing Date: 3/18/2014

Local Licensing Number:

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.**

A copy must be immediately forwarded to:
State of Wyoming Liquor Division
1520 E 5th Street
Cheyenne WY 82002-0110

Formerly Held by: N/A

Applicant: MILLSTONE PIZZA LLC

Trade Name (dba): Millstone Pizza Company & Brewery

Premise: 1057 Sheridan Ave (Number & Street)

Cody (City) WY (State) 82414 (Zip) Park County

Mailing Address: Same (Number & Street or P.O. Box)

City State Zip

Business Telephone Number: (951) 202-4708

Fax Number: ( ) N/A

E-Mail Address: GARSHERJOHNSTON@AOL.COM

For the license term: 4 / 1 / 2014 (Month / Day / Year)

Through: 7 / 31 / 2015 (Month / Day / Year)

FILING FOR
- ☒ NEW
- ☐ TRANSFER LOCATION
- ☐ TRANSFER OWNERSHIP

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF Cody
- ☐ COUNTY OF

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ASSOCIATION
- ☐ ORGANIZATION
- ☒ LLC
- ☐ LLP

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)
- ☐ RETAIL LIQUOR LICENSE
  - ☐ on-premise only
  - ☐ off-premise only
  - ☐ combination on/off premise
- ☐ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB
- ☒ MICROBREWERY
- ☐ WINERY
- ☐ BAR AND GRILL
- ☐ LOCATED WITHIN 5 MILES OF CITY (County License only)

To Assist the Liquor Division with scheduling inspections:

DO YOU OPERATE?
- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME

(specify months of operation)

from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat)
Open 7 Days per week

HOURS OF OPERATION (e.g. 10a - 2a)
Fri - Sat 11A - 12A
Sun - Thur 11A - 10pm

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): 60'x 14' room in the South Central portion of Bld. on 1st Floor.

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

   (c) Provide the legal description and the zoning of the site where the applicant will conduct business:
   OI. Lots 21-24 Block 52 Zone D2

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 2023 located on page 2 paragraph 3-1 of lease document.

   (B) Provision for **SALE** of alcoholic or malt beverages located on page 2 paragraph 2.2 of lease document.

   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: Currently Hold Bar & Grill Licence

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? W.S. 12-4-407(a) W.S. 12-4-413(a) ☐YES ☐NO
   (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:

9. 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 and 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 if 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 ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(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?
Gary Johnston	[redacted]					YES ☐	YES ☐
						NO ☐	NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

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

WLD-031 (7/07)

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)
SS.
COUNTY OF Park *)*

Before Me, ~~Gary Johnston~~ Samantha Garcia *, (specify) a Notary Public, Officer authorized*
(Printed name of Notary or other officer authorized to administer oaths)
to administer oaths in and for Park *County, State of Wyoming, personally appeared*
Gary Johnston *name he/she being first duly sworn by me upon his oath, says that the*
(Insert Names)
facts alleged in the foregoing instrument are true.

(Seal) SAMANTHA GARCIA NOTARY PUBLIC COUNTY OF PARK STATE OF WYOMING MY COMMISSION EXPIRES DECEMBER 14, 2017

My Commission expires: ~~[illegible]~~

Witness my hand and official seal:

Samantha Garcia
(Notary Public or other officer authorized to administer oaths)

Title _____

1. _____
2. _____
3. _____
4. _____

Dated: 2/10/14

REQUIRED ATTACHMENTS:

(1) Attach any lease agreements W.S. 12-4-103(a)(iii).

(2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(a)(i).

(3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(a)(v).

(4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their **CURRENT** and valid food service permit W.S. 12-4-407(a) or W.S.12-4-413(a).

(1) Check or bank draft as payment for the application and for publishing the notice of application. W.S. 12-4-104(a). Direct billing is permissible.

(2) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-601(b).

NOTE: Federal law requires you to pay a SPECIAL OCCUPATIONAL TAX (federal tax stamp) before you begin business and before July 1 each year thereafter. If you have not paid this tax, contact:

BUREAU OF ATF
JOHN WELD PECK FEDERAL BLDG RM 6525
550 MAIN ST
CINCINNATI OH 45202-3263
1-800-937-8864

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.

HEARING REQUIREMENTS W.S. 12-4-104(b):

Any license or permit authorized under this title shall not be issued, renewed or transferred until on or after the date set in the notice for hearing protests. If a renewal hearing, the hearing shall be held no later than thirty (30) days preceding the expiration date of the license or permit. A license or permit shall not be issued, renewed or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
(iii) The number, type and location of existing licenses or permits meets the needs of the vicinity under consideration;
(iv) The desires of the residents of the county, city or town will no be met or satisfied by the issuance, renewal or transfer of the license or permit; or
(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal or transfer of the license or permit.

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

BUILDING LEASE AGREEMENT

THIS OFFICE LEASE AGREEMENT is made and entered into as of the 24th day of April, 2013, between **WNT, LLC** ("WNT,") and **MILLSTONE PIZZA, LLC** ("MILLSTONE.")

WITNESSETH:

WHEREAS, WNT is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, MILLSTONE desires to lease THE PREMISES for use as a restaurant and sports bar; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section One: Definitions

1.1 As used in this Office Lease Agreement:

a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Building Lease Agreement;

b) "THE BUILDING" shall be used to refer to the building located at 1057 Sheridan Avenue, Cody, Wyoming;

c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;

d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;

e) "MILLSTONE" shall be used to refer to the entity leasing THE PREMISES; in this instance, MILLSTONE PIZZA, LLC;

f) "WNT" shall be used to refer to WNT, LLC or its authorized agent;

g) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

h) "THE PREMISES" shall be used to refer to THE BUILDING more particularly described in Paragraph 2.1.

Section Two: Subject and Purpose

2.1 WNT leases THE PREMISES more particularly described as follows: Eleven Thousand One Hundred Eighty-Six (11,186) square feet of space in THE BUILDING located at 1057 Sheridan Avenue in Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a restaurant and sports bar and for no other purpose without the written consent of WNT. WNT specifically authorizes the operation of a brewery and the sale of alcoholic beverages on THE PREMISES during the term of THIS AGREEMENT and any extension hereof. If, in the opinion of WNT, THE PREMISES, or any part thereof, are not being used in a usual and legitimate manner with respect to the conduct of such offices, WNT may give MILLSTONE written notice requiring MILLSTONE to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

Section Three: Term and Rent

3.1 WNT leases THE PREMISES to MILLSTONE for a term of ten (10) years, commencing April 24th, 2013, at 12:00 noon and terminating on March 30, 2023, at 12:00 noon, or sooner as provided herein. BASIC RENT shall begin accruing upon the opening of MILLSTONE's business at a monthly "BASIC RENT" for the first five (5) LEASE YEARS equal to the greater of either:

- $6,991.25, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages. MILLSTONE shall provide such documents as WNT may request from time to time to evidence such gross monthly sales, and WNT shall further have the right to audit MILLSTONE's sales and financial records in order to verify such sales amounts.

All payments required herein are payable in arrears within three (3) days following the end of each month during the term of THIS AGREEMENT or any renewal thereof.

3.2 Upon expiration of THIS AGREEMENT, at the election of MILLSTONE, and subject to all other terms and conditions contained herein, MILLSTONE may renew THIS AGREEMENT for three (3) additional five (5) year lease terms.

3.3 Upon the expiration of the fifth (5th) LEASE YEAR, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall be increased at the beginning of the sixth (6th) LEASE YEAR in the amount of three percent (3%). By way of example: Upon the beginning of the sixth (6th) LEASE YEAR, the monthly BASIC RENT shall increase to the greater of either:

- $7,200.99, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.

Upon renewal of THIS AGREEMENT for one or more of the additional five (5) year lease terms, the BASIC RENT—but not the percentage of MILLSTONE's gross monthly income from the sale of food and beverages—shall also be increased at the beginning of each lease renewal in the amount of three percent (3%). By way of example: upon the expiration of the tenth (10th) LEASE YEAR and the renewal of THIS AGREEMENT for the first five (5) year lease term, the BASIC RENT shall again be increased to the greater of either:

- $7,471.02, or
- 8.25% of MILLSTONE's gross monthly income from the sale of food and beverages.

3.4 Commencing with the second LEASE YEAR, MILLSTONE shall pay to WNT the amount of Five Hundred Dollars ($500.00) per month in addition to the payment of the BASIC RENT described above to fund a maintenance and repair depository account. Said account shall be established by WNT and shall be withdrawable or expended only upon the agreement of both WNT and MILLSTONE for the payment of capital improvements, major repairs or other RENOVATION ACTIVITIES (but not NECESSARY REPAIRS for which MILLSTONE shall be responsible).

3.5 All payments of rent shall be made by MILLSTONE to WNT without notice or demand, at such place as WNT may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by WNT in any manner other than herein specified, shall not be a waiver of the rights of WNT to insist on having all other payments of rent made in the manner and at the time herein specified.

3.6 No payment by MILLSTONE or receipt by WNT of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and WNT may accept such check or payment without prejudice to WNT's rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.7 All charges, costs and expenses which MILLSTONE is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of MILLSTONE's failure to pay such amounts, and all damages, costs and expenses which WNT may incur by reason of any default of MILLSTONE, or failure on MILLSTONE's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by MILLSTONE, WNT shall have the rights and remedies with respect thereto as WNT has for the non-payment of the BASIC RENT.

3.8 It is the intention of the parties that WNT shall receive the rents and all sums payable by MILLSTONE under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. MILLSTONE shall, however, be under no obligation to pay any real estate taxes, building fire or casualty insurance, principal or interest on any mortgage on THE PREMISES, or income tax payable by WNT during the term of THIS AGREEMENT.

3.9 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due. In the event MILLSTONE shall not pay any and all payments when due for more than three (3) total times in any given twelve (12) month period, WNT, at WNT's option, may terminate THIS AGREEMENT.

Section Four: Taxes

4.1 WNT shall assume responsibility for all real property taxes. MILLSTONE shall be responsible for the total of all personal property taxes levied against it.

Section Five: Utilities

5.1 During the term of THIS AGREEMENT, MILLSTONE shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up and the like, with all such services billed directly to MILLSTONE.

5.2 WNT shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by MILLSTONE. In the event MILLSTONE shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at MILLSTONE's expense, with such installation first being approved by WNT.

5.3 In the event MILLSTONE shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently located on THE PREMISES, all design and installation shall be supervised and approved by WNT or WNT's agents.

Section Six: Insurance

6.1 WNT shall keep THE BUILDING insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 MILLSTONE shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of MILLSTONE. WNT shall have no responsibility for the loss of any personal property of MILLSTONE maintained on THE PREMISES.

6.3 MILLSTONE, at MILLSTONE's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars ($1,000,000.00) for injury or death to any one person and not less than Two Million Dollars ($2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars

($100,000.00) for property damage which may occur as a result of MILLSTONE's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." MILLSTONE further agrees to indemnify and hold WNT harmless from all claims for personal injuries, death and property damages which occur as the result of MILLSTONE's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by MILLSTONE or any contractor selected by or for MILLSTONE.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by WNT, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to WNT upon execution of THIS AGREEMENT, and before any occupancy, possession or renovation of THE PREMISES.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of MILLSTONE under the terms of THIS AGREEMENT, MILLSTONE shall deliver to WNT evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without thirty (30) days prior written notice to WNT.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name both WNT and MILLSTONE as insureds.

Section Seven: Renovation Activities

7.1 The parties acknowledge that MILLSTONE will be conducting significant RENOVATION ACTIVITIES to THE PREMISES prior to the commencement of MILLSTONE's business operations. WNT shall contribute to such RENOVATION ACTIVITIES the amount of Three Hundred Twenty-Five Thousand Dollars ($325,000.00), which amount WNT shall pay to MILLSTONE or MILLSTONE's designee upon presentment of invoices for such RENOVATION ACTIVITIES, together with lien waivers for the same signed by the contractors and materialmen to be paid. With the prior written consent of WNT, the aforementioned Three Hundred Twenty-Five Thousand Dollars ($325,000.00) may also be used for the purchase of certain capital equipment that is to be affixed to THE PREMISES and which shall remain following any expiration or earlier termination of THIS AGREEMENT; no portion of said funds shall be used for equipment that is not to be an affixture to THE PREMISES. Any expenses incurred for such RENOVATION ACTIVITIES in excess of Three Hundred Twenty-Five Thousand Dollars ($325,000.00) shall be the responsibility of and shall be paid directly by MILLSTONE. Upon the completion of such RENOVATION ACTIVITIES, MILLSTONE agrees to accept THE PREMISES "as is," without calling upon WNT to make any further expenditures or to perform any work for the preparation of THE PREMISES for MILLSTONE's intended use.

7.2 MILLSTONE shall not order or permit <u>any</u> RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of WNT, which consent shall be in WNT's sole discretion. All RENOVATION

ACTIVITIES performed on THE PREMISES and all additions, improvements, fixtures (or equipment affixed to THE PREMISES in accordance with Section 7.1 above), and installations which were placed on THE PREMISES by MILLSTONE shall be made in accordance with all applicable laws and, except as otherwise agreed in writing between WNT and MILLSTONE, shall at once when made or installed be deemed to have attached to THE PREMISES and become the property of WNT and shall remain for the benefit of WNT at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if WNT so directs, MILLSTONE shall promptly remove the additions, improvements, fixtures (or affixed equipment), and installations which were placed on THE PREMISES by MILLSTONE and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, WNT may effect said removal and repairs at MILLSTONE's expense. If WNT consents to any such RENOVATION ACTIVITIES as herein provided, then MILLSTONE shall indemnify and hold WNT harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event MILLSTONE shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by WNT or WNT's agents.

7.4 MILLSTONE shall indemnify and hold WNT harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to MILLSTONE in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 MILLSTONE will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to MILLSTONE, provided that MILLSTONE shall have the right to contest the validity of any lien or claim if MILLSTONE shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, MILLSTONE shall immediately pay any Judgment rendered against MILLSTONE with all proper costs and charges and shall have such lien released without cost to WNT.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES or change the purpose for which THE PREMISES, or any part thereof, may be used.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to MILLSTONE's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by MILLSTONE, at MILLSTONE's sole cost and expense, upon first contacting WNT for approval of the same.

Section Eight: Repairs

8.1 MILLSTONE shall keep both the interior and exterior of THE PREMISES in a clean and operational condition; shall repair all damages or normal wear and tear done to THE PREMISES in the course of MILLSTONE's use thereof, including but not limited to the heating, air conditioning, electrical, water, sewer, landscaping, and lighting systems, occasioned by the fault or negligence of MILLSTONE or by the employees or patrons of MILLSTONE; and shall maintain all systems in good condition to prevent any decay or deterioration of THE PREMISES. MILLSTONE shall further provide all incidental items necessary for operation of THE PREMISES.

8.2 WNT shall make NECESSARY REPAIRS to THE PREMISES and structural systems (e.g. foundations, walls, roofs, floor structures, HVAC systems and the like) which are not occasioned by the negligence or fault of MILLSTONE, or MILLSTONE's employees or patrons. Upon reasonable notice from WNT to MILLSTONE, WNT may further enter THE PREMISES at any reasonable hour to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of WNT.

8.3 All maintenance and repairs made by MILLSTONE shall be at least equal in quality and class to the original work.

Section Nine: Unlawful or Dangerous Activity

9.1 MILLSTONE shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct MILLSTONE's business in a manner constituting a nuisance of any kind. MILLSTONE shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 MILLSTONE shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of WNT. Should WNT approve of the use or storage of any hazardous material, MILLSTONE shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. MILLSTONE hereby agrees to hold WNT harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by MILLSTONE. Should MILLSTONE fail to notify and obtain WNT's pre-approval for the use or storage of any hazardous material, WNT may, at its option, terminate this LEASE AGREEMENT upon three (3) days notice to MILLSTONE.

9.3 MILLSTONE and MILLSTONE's employees or agents shall refrain from smoking within THE BUILDING on THE PREMISES.

Section Ten: Indemnity

10.1 MILLSTONE shall indemnify and hold WNT harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or

corporations, arising from any work, activity or thing whatsoever done by or on behalf of MILLSTONE, in or about THE PREMISES, and shall further indemnify and hold WNT harmless against and from any and all claims arising from any breach or default on the part of MILLSTONE in the performance of any covenants or agreement on the part of MILLSTONE to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of MILLSTONE, or any of MILLSTONE's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against WNT by reason of any such claim, MILLSTONE, upon notice from WNT, covenants to resist or defend, at MILLSTONE's expense, such action or proceeding by legal counsel satisfactory to WNT.

Section Eleven: Default or Breach

11.1 In the event of any failure of MILLSTONE to pay any rental or other sums when due hereunder, or MILLSTONE's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by MILLSTONE, for more than five (5) days after notice of such default shall have been given to MILLSTONE (or other length of time if specified herein to the contrary) or, if MILLSTONE shall suffer THIS AGREEMENT to be taken under any writ of execution, then WNT, besides other rights or remedies WNT may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of MILLSTONE, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. WNT shall not be required to remove any property, personal or otherwise, whether such property is WNT's or MILLSTONE's, from THE PREMISES. MILLSTONE's performance of the terms, conditions and covenants of THIS AGREEMENT shall further be secured by MILLSTONE's City of Cody Bar and Grill Liquor License in accordance with the Security Agreement executed contemporaneously herewith; and, upon any default by MILLSTONE in performing any of the terms, conditions or covenants of THIS AGREEMENT, WNT may—at its sole option and in its discretion—execute said Security Agreement in order to recover MILLSTONE's City of Cody Bar and Grill Liquor License.

11.2 If WNT, without terminating THIS AGREEMENT, either:

a) Elects to re-enter and attempts to re-let; or

b) Takes possession pursuant to legal proceedings; or

c) Takes possession pursuant to any notice provided by law,

then WNT may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental rate and upon such other terms and conditions as WNT in WNT's sole

discretion may deem advisable. Upon such re-letting, all rentals received by WNT from such re-letting shall be applied:

a) First, to the payment of any indebtedness other than rent due hereunder from MILLSTONE to WNT, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;

b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;

c) Third, to the payment of rent due and unpaid hereunder, and

d) Finally, the residue, if any, shall be held by WNT and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by MILLSTONE hereunder, then MILLSTONE shall pay any such deficiency to WNT. At WNT's option, such deficiency may be calculated and payment of such deficiency demanded on a monthly basis or in a single lump sum. No re-entry or taking possession of THE PREMISES by WNT shall be construed as an election on WNT's part to terminate THIS AGREEMENT unless a notice of such intention be given to MILLSTONE or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, WNT may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should WNT at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies WNT may have, WNT may recover from MILLSTONE all damages WNT may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to the rent set forth in THIS AGREEMENT for the remainder of the stated term over the then-reasonable rental value of THE PREMISES for the remainder of the stated term, all of which amounts shall be immediately due and payable from MILLSTONE to WNT.

11.3 In addition to any other remedies WNT may have at law or equity and/or under THIS AGREEMENT, MILLSTONE shall pay upon demand all of WNT's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by WNT, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS AGREEMENT, or for any other relief against MILLSTONE. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If MILLSTONE shall become bankrupt or file any debtor proceedings, or take or have taken against MILLSTONE, in any Court pursuant to any statute either of the

United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of MILLSTONE's property, or, if MILLSTONE makes an assignment for the benefit of creditors or petitions for or enters into an arrangement, then and in that event THIS AGREEMENT shall, at the option of WNT, be canceled and terminated, and any party claiming on behalf of MILLSTONE shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by WNT, at any time when MILLSTONE is in default under such covenant or condition hereof, be construed as a waiver of such default or of WNT's right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by WNT to MILLSTONE be taken as an estoppel against WNT, it being expressly understood that if, at any time MILLSTONE shall be in default in any of its covenants or conditions hereunder, an acceptance by WNT of rental during the continuance of such default or the failure on the part of WNT promptly to avail itself of such other rights or remedies as WNT may have, shall not be construed as a waiver of such default, but WNT may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to WNT by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which WNT might otherwise have by virtue of a default under THIS AGREEMENT, and the exercise of one such right or remedy by WNT shall not impair WNT's standing to exercise any other right or remedy.

Section Twelve: Destruction of the Premises

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damaged to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at MILLSTONE's option, shall terminate, and any prepaid, unearned rental—together with the balance of the maintenance and repair depository account described in Section 3.4 above—shall be refunded to MILLSTONE. If during the first twenty (20) days following such damage or destruction, MILLSTONE agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and WNT shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the rental shall abate for such length of time during the period of replacement that MILLSTONE is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, WNT shall, at WNT's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as they were prior to the damage, and MILLSTONE shall pay rent to WNT for the damaged PREMISES should they

be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that WNT and MILLSTONE cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by WNT and MILLSTONE, shall make the said determination.

12.2 WNT shall not be responsible for any claim, cause of action, damage, cost or expenses in the event MILLSTONE's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

Section Thirteen: Condemnation

13.1 If the whole of THE PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, THIS AGREEMENT shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof shall not cease or terminate, but the rent payable after the date on which MILLSTONE shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by MILLSTONE as the parties may agree.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to WNT without any deduction therefrom for the value of the unexpired term of THIS AGREEMENT or for any other estate or interest in THE PREMISES now or later vested in MILLSTONE. MILLSTONE assigns to WNT all of MILLSTONE's right, title and interest in any and all such awards.

13.4 In case of any governmental action not resulting in the taking or condemnation of any portion of THE PREMISES but creating a right to compensation therefore or, if less than a fee title to all or any portion of THE PREMISES shall be taken or condemned by any governmental authority for temporary use or occupancy, the rental shall be reduced in proportion to the part of THE PREMISES which was taken or condemned by said government action.

Section Fourteen: Subordination

14.1 THIS AGREEMENT and all rights of MILLSTONE hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. MILLSTONE shall on demand execute, acknowledge and deliver to WNT, without expense to WNT, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if MILLSTONE shall fail at any time to execute, acknowledge and deliver any such subordination instrument, WNT, in addition to any other remedies available in consequence

thereof, may execute, acknowledge and deliver the same as MILLSTONE's attorney in fact and in MILLSTONE's name. MILLSTONE hereby irrevocably makes, constitutes and appoints WNT, WNT's successors and assigns, as MILLSTONE's attorney in fact for that purpose.

Section Fifteen: Lessor's Right to Perform

15.1 If MILLSTONE shall at any time be in default of the terms hereunder, WNT may cure such default on behalf of MILLSTONE, in which event MILLSTONE shall reimburse WNT for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, WNT shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

Section Sixteen: Lessor's Right of Access

16.1 MILLSTONE shall permit WNT or WNT's agents to inspect or examine THE PREMISES at any reasonable time and shall permit WNT to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES that WNT may deem necessary or which MILLSTONE has covenanted herein to do and has failed so to do, without the same being construed as an eviction of MILLSTONE, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of MILLSTONE's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, WNT shall give MILLSTONE ten (10) days notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, MILLSTONE shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES.

16.2 If MILLSTONE shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, WNT or WNT's agents may enter THE PREMISES by a master key, or may forcibly enter THE PREMISES, without rendering WNT or such agents liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 WNT's right of entry or re-entry shall not be deemed to impose upon WNT any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

Section Seventeen: Lessee's Right of Access

17.1 MILLSTONE shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

Section Eighteen: Reserved

Section Nineteen: Assignment and Subleasing

19.1 MILLSTONE shall not assign, mortgage or encumber THIS AGREEMENT or sublet, underlet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of WNT in each instance. The sale or transfer of stock control, if MILLSTONE is or becomes a corporation, shall be deemed an assignment of THIS AGREEMENT, unless such sale or transfer results from the death of a stockholder of MILLSTONE. Any consent by WNT to an assignment or subletting shall not in any manner be construed to relieve MILLSTONE, any assignee or sublessee from obtaining the consent in writing of WNT to any further assignment or subleasing.

19.2 MILLSTONE shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless WNT shall expressly waive WNT's rights against MILLSTONE to THIS AGREEMENT in writing prior to said sublease.

Section Twenty: Notice

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

Section Twenty-One: Surrender of Possession

21.1 MILLSTONE shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to MILLSTONE herein, peaceably and quietly surrender and deliver THE PREMISES to WNT, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by MILLSTONE, all in good condition and repair.

Section Twenty-Two: Signs

22.1 MILLSTONE shall not, without WNT's written consent, place or erect any signs of any nature on any part of THE PREMISES or the interior or exterior of THE BUILDING. In the event WNT shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to WNT's absolute right of approval.

Section Twenty-Three: Sale of Premises

23.1 In the event that WNT should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, the sale of THE PREMISES shall not affect the then-current term of THIS AGREEMENT or the renewal options described herein.

23.2 WNT and MILLSTONE each acknowledge that they shall a Right of First Refusal on the business and the company assets of the other which shall be pursuant to that Agreement for Right of First Refusal which shall be effective contemporaneous with the execution hereof.

Section Twenty-Four: Miscellaneous Provisions

24.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

24.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between WNT and MILLSTONE. WNT and MILLSTONE expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between WNT and MILLSTONE other than the relationship of landlord and tenant.

24.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

24.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of WNT and MILLSTONE. Each term and provision of THIS AGREEMENT to be performed by MILLSTONE shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of MILLSTONE is not intended to constitute a consent to assignment by MILLSTONE but has reference only to those instances in which WNT may have given written consent to a particular assignment.

24.5 MILLSTONE acknowledges that WNT and WNT's agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and MILLSTONE acknowledges that WNT, WNT's agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

24.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge

THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

24.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

24.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

24.9 The following layered dispute resolution provisions shall apply to THIS AGREEMENT:

a) Good Faith Negotiation. The parties hereto agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to THIS AGREEMENT (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship, with the parties hereto further agreeing to participate directly in the negotiations. Unless otherwise agreed in writing, WNT and MILLSTONE shall have five (5) business days from the date of any Notice provided pursuant to Section 13.13.6 to begin such negotiations and fifteen (15) business days from the date of such Notice to complete such negotiations.

b) Mediation. If the negotiations described in Section 24.9(a) above do not occur, or if such negotiations do not conclude with a mutually agreeable solution within that time frame (or any extension thereto which is amenable to all parties), the parties hereto agree to mediate any Dispute. If the parties to the Dispute cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider and the two persons selected shall then choose a third person who shall serve as mediator. The parties to THIS AGREEMENT shall participate directly in the mediation process and shall be present throughout the same, which mediation shall commence no later than forty-five (45) days from the date of any Notice. The parties agree that any

mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the Wyoming Rules of Civil Procedure, and they further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business and professional relationship without the unnecessary expenditure of time or resources.

c) Arbitration. If the mediation described in Section 24.9(b) above does not conclude with a final settlement agreement between the parties to the Dispute, then the parties shall be free to pursue other dispute resolution options, including litigation or arbitration.

d) Costs. The parties to the Dispute shall share the mediator's fees equally. If the Dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.

e) Attorney's Fees. If the Dispute is arbitrated, then the prevailing party in such arbitration may, in the arbitrator's discretion, be entitled to an award of attorney's fees incurred in arbitrating the Dispute.

f) Notice of Dispute. The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to identify the parties to the Dispute and to apprise other parties of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and if unsuccessful, mediation. The date of the Notice shall be the triggering date upon which the time deadlines in this Section 24.9 will be calculated.

Section Twenty-Five: Authority of Signatories

25.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he is signing with full and complete authority granted by the limited liability company represented herein. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon WNT and MILLSTONE in accordance with the terms and conditions of THIS AGREEMENT.

Section Twenty-Six: Time of the Essence

26.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody, Wyoming, the day and year first above written.

WNT, LLC

By: _____
Richard Petersen, Managing Member

By: _____
Bradley Constantine, Managing Member

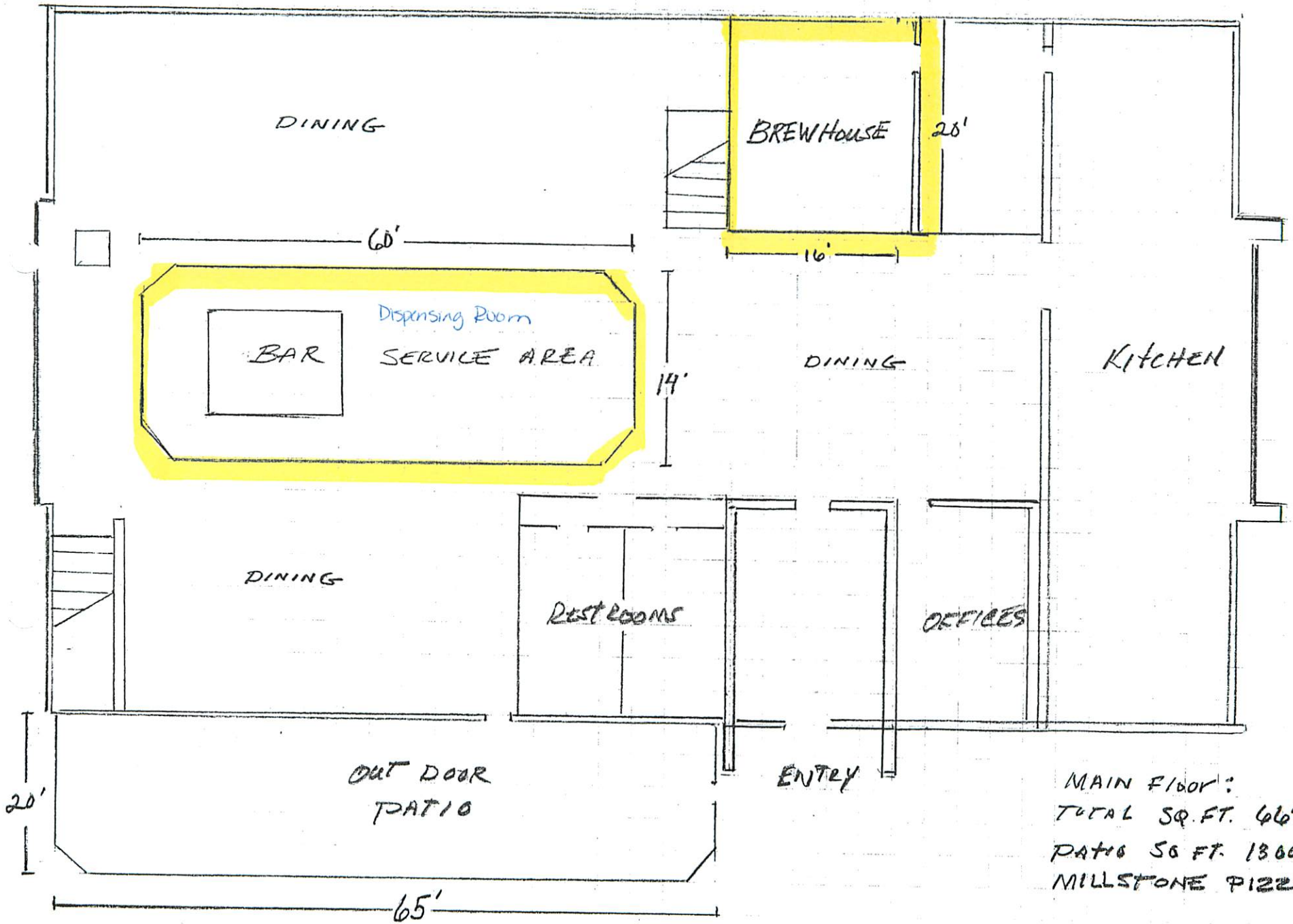
MILLSTONE PIZZA, LLC

By: _____
Gary Johnston, Manager

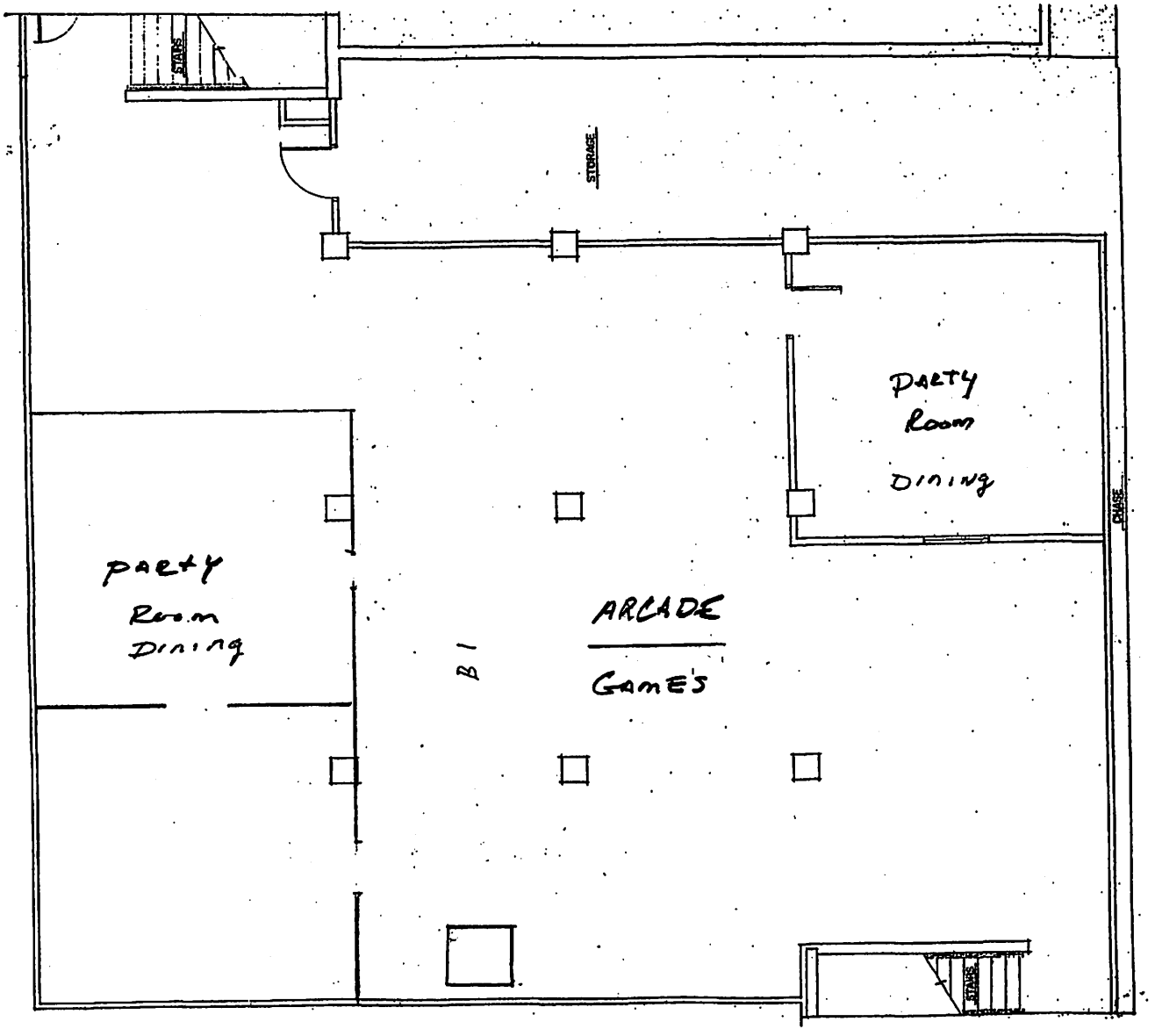
The undersigned hereby personally guarantees that MILLSTONE will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. WNT shall have the right to require the performance of the personal guarantor in place of the performance of MILLSTONE without first having requested such performance by MILLSTONE.

_____ 4-24-13
Gary Johnston Date

j:\uscrdata\corp & llc files\companies\millstone real estate (nka wnt, llc)\lease agreement (4-16-13).docx



MAIN FLOOR:
TOTAL SQ. FT. 6642
PATIO SQ FT. 1300
MILLSTONE PIZZA



ARCADE
TOTAL SQ FT. 4562
MILLSTONE PIZZA

First Bank of Wyoming

Powell • Lovell • Cody

April 15, 2013

City of Cody
Attn: Jenni Rosencranse
1338 Rumsey Ave
Cody, Wyoming 82414

To Whom It May Concern,

Please accept this letter as verification that Millstone Pizza, LLC and Gary Johnston are customers in good standing with First Bank of Wyoming. If you have any questions or need further assistance please feel free to contact me at 307-587-3800.

Sincerely,

Lance Bower
Branch Manager

1507 Eighth St. • P.O. Box 2260 • Cody, Wyoming 82414-2260 • (307) 587-3800 • Fax (307) 587-3896
www.firstbankofwyoming.com

MEETING DATE: MARCH 17, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: JENNI ROSENCRANSE, CITY ADMINISTRATOR
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for Change in Dispensing Room

ACTION TO BE TAKEN:

Approve the change in dispensing room to a 27' x 33' 6" room on the south end of the building for Millstone Pizza LLC, dba Millstone Pizza Company and Brewery located at 1057 Sheridan Ave.

SUMMARY OF INFORMATION:

Gary Johnston has requested a change in the dispensing room from the original application. As the construction has progressed, changes have been made and this is the end result. I have been in contact with the liquor division along the way and the construction as built meets the requirements according to State Statute.

FISCAL IMPACT

None.

ALTERNATIVES

1. Approve the change in dispensing room
2. Deny the change in dispensing room

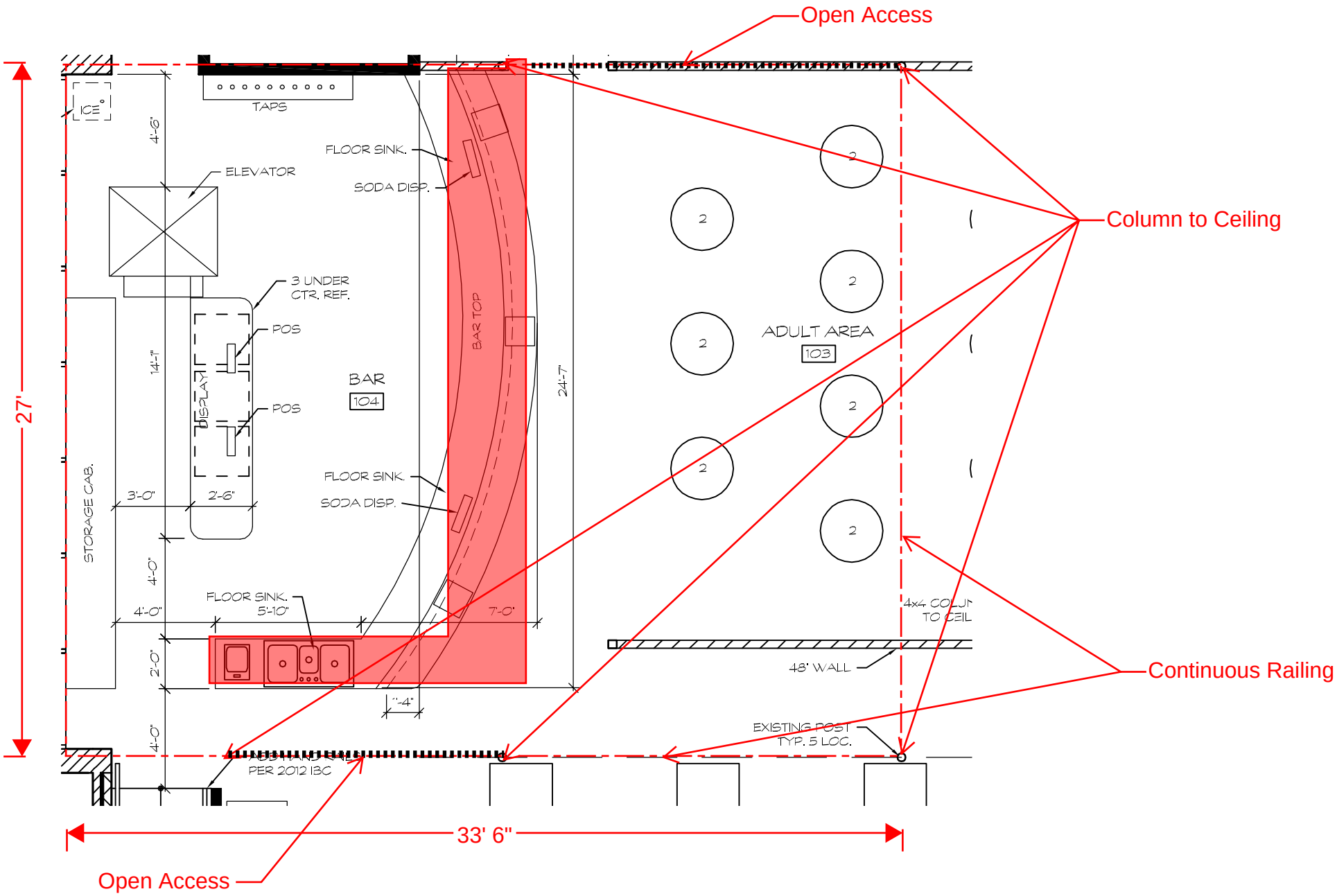
ATTACHMENTS

Agenda request form, drawing of proposed dispensing room

AGENDA & SUMMARY REPORT TO:

Gary Johnston
Andy Cowan

AGENDA ITEM NO. _____



Millstone Pizza
Revised Dispensing Room Layout

MEETING DATE: MARCH 18, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

Taxi License Application
Cody's Town Taxi

BACKGROUND

Suzette Sumpter dba Cody's Town Taxi has applied for a Taxi License to operate a taxi service to City of Cody residents and visitors. The City of Cody currently has four Taxi Cab Licenses issued. Pursuant to City of Cody Ordinance, Title 3, Chapter 3 the Council shall consider issuing licenses based on the necessity and public convenience of the service and that the applicant's qualifications for rendering adequate service to the public must include consideration of the applicant's character, integrity and financial responsibilities.

In addition, the licensee must have public liability insurance with a combined single-limit coverage of not less than $1,000,000 for public liability, property damage and bodily injury coverage. The ordinance also states that the Governing Body must approve the rates charged for the service.

SUMMARY

Suzette Sumpter has applied for a Taxi License to operate a taxi service within the City of Cody. She has provided the application form, driving records for each taxicab operator, her rate structure, and public liability insurance policy. All her paperwork is in order and is in compliance with the requirements of the code.

Pursuant to the code, all other taxi cab license holders have been notified in writing of the new application and the date and time of the public meeting where the application will be considered by the Governing Body.

FISCAL IMPACT

The City of Cody will receive $25 if the license is approved.

ALTERNATIVES

Approve or deny the request for a taxi cab license.

RECOMMENDATION

Staff is not making a recommendation, however would like to note that three of the four current taxi license holders are for specific or more specialized transportation: local tours, specialty events, elderly transportation and transportation to and from rodeo grounds.

ATTACHMENTS

Application and required documents.

AGENDA ITEM NO. _____

AGENDA & SUMMARY REPORT TO:
Suzette Sumpter – Ksumpter84@gmail.com
TheSmiths@tctwest.net
Pendley@bresnan.net
coca@bresnan.net
Cody Cab – Irene Farlow 272-8364

AGENDA ITEM NO. _____

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.

****

Name of person to appear before the Council SUZETTE SUMPTER

Organization Represented CODY'S TOWN TAXI

Date you wish to appear before the Council A.S.A.P.

Mailing Address P.O. Box 884. Telephone 307-2508090

E-Mail Address KSUMPTER84@GMAIL.COM

Preferred form of contact: _____ Telephone ✓ E-Mail

Names of all individuals who will speak on this topic SUZETTE SUMPTER

Full description of topic to be discussed (include all relevant information) SAFE TRANSPORTATION FOR THE PUBLIC 24 HRS 7 DAYS A WEEK. PROVIDE A VALUALRE SERVICE TO THE COMMUNITY.

Which City employee(s) have you spoken to about this issue? NONE.

Suzette Sumpter 3-4-14

Signature Date Submitted

Revised 3/2007

City of Cody
Taxi License Application
NEW LICENSE

License Period: January 1, 2014 through December 31, 2014

Name of Applicant/Business: CODY'S TOWN TAXI

Name(s) of Principal Business Owner(s): SUZETTE SUMPTER

Street Address of Applicant: 3737 BIGHORN AVE.

Mailing Address of Applicant: P.O. Box 884 Cody, WY 82414

Phone No. of Applicant: 307-250 8090 Email: KSUMPTER84@GMAIL.COM

Please list vehicle descriptions and license plate numbers of all taxicabs operating under this license: (attach additional sheets if necessary). If the vehicle is not required under State law to have a license place to operate please provide another identifying number (VIN, fleet number, etc). **A license plate or other unique identifying number is required.**

Vehicle Description (year, make, model)	License Plate Number
2001 CHRYSLER 300M	1123203 WY

Suzette Sumpter
Signature of Applicant

3-4-14
Date

Required Attachments:

- **Driving record for each taxicab operator**
- **Background check for each taxicab operator**
- **Rate structure**
- **Public liability insurance policy**

For City Use Only

License Fee $_____

Date Paid _____

License No _____

CODY'S
TOWN TAXI

RATES

IN TOWN: 1 PERSON $8.00
2 OR MORE PEOPLE $12.00

OUT OR TOWN: 1 PERSON $5.00 PICK UP FEE PLUS $1.00 PER MILE UP TO 15 MILES
2 OR MORE PEOPLE $10.00 PICK UP FEE PLUS $1.00 PER MILE UP TO 15 MILES

AIRPORT RATES

IN TOWN: $15.00 PICK UP FEE

OUT OF TOWN: $15.00 PICK UP FEE PLUS $1.00 PER MILE UP TO 15 MILES

ADDITIONAL RATES

WAIT TIME: $1.00 PER MINUTE

ADDITIONAL STOPS: $2.00 EACH

CODYS-7 OP ID: CT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/04/2014

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

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

PRODUCER
Wyoming Financial - Cody
P.O. Box 1898
Cody, WY 82414
Jake Stephens

Phone: 307-527-6201
Fax: 307-527-6853

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Indemnity Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Cody's Town Taxi
Suzette Sumpter
P.O. Box 884
Cody, WY 82414

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			TO BE ASSIGNED	03/04/2014	03/04/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CITOCO3

City of Cody
PO Box 2200
Cody, WY 82414

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carol Jungson

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MEETING DATE: MARCH 18, 2014
DEPARTMENT: PARKS, RECREATION, AND PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: LEGION BASEBALL BOARD

Legion Baseball Field Priority

ACTION TO BE TAKEN:
City Council makes a motion to approve the shared schedule developed by Legion, Senior Babe Ruth, and City Staff during their meeting on March 5, 2014 and use it for a basis in future years for all field use.

OR

City Council makes a motion to grant American Legion Baseball Club exclusive use (or define priority use) of Cody Parks and Recreation Legion Field between months of April 1 through September 1.

SUMMARY OF INFORMATION:
The City owns all baseball and softball fields in Cody. At Legion Field, the City has installed lights $185,000, pays utilities, mows, and maintains the facility 12 months out of the year. We try to accommodate all requests for field use, since the fields are owned by the tax payers. As an example Cody Youth Football also uses the facility.

Legion Baseball League has held unofficial exclusive use during baseball season for many years. Legion Baseball has completed several field improvements at the Legion Field, but that does not give ownership to Legion Baseball. Like at the City Softball Complex the leagues are asked to assist the City by providing volunteers to complete routine maintenance and field improvements that City staff cannot tend to in a timely manner.

In 2013, Senior Babe Ruth, a new baseball league in town, requested use of the Legion baseball field for their own games and practices. There is a separate Babe Ruth League for younger players that use the Babe Ruth field. The Babe Ruth field is too small or short for Senior Babe Ruth caliber players. Legion established game schedules and submitted practice schedules to the P&R Department. The Legion Club denied access to the Legion field for Senior Babe Ruth League. The P&R Department got involved and the Senior Babe Ruth league agreed to use times that were in the evenings starting at 8:00-10:00 PM or on days the Legion team was at away games.

> *Legion received priority field use in 2013. Senior Babe Ruth agreed to practice around the Legion schedule. Both leagues were made aware that 2014 would be different than 2013 unless the leagues cooperate.*

In 2014, Legion submitted their game and practice schedule prior to Senior Babe Ruth. I told the Legion representative (Bart Grenz, Coach) that Senior Babe Ruth is going to submit a request and that we will have to assign the field differently than the previous year. I told Legion that their games will take priority over any

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team's practices. The Legion Club had scheduled games for Legion A and a new Legion B team 43 games total. Legion requested practices from 5:00-8:00 PM Monday-Friday and starting a 10:00 AM on Saturdays.

The 2014 Senior Babe Ruth schedule is requesting two or three early practice times per week. Both teams desire the early practice time from 5-7:30 PM. The late time is from 7:30-10:00 PM. I developed the field schedule alternating days based on both leagues requests and their game schedules. Suggested by Legion, the schedule now alternates weeks giving each team four days one week in the early time slot and then switching the next week. On Wednesday, March 5, 2014, I met with both groups and Legion negotiated additional days and times for practices. Senior Babe Ruth was willing to accommodate all Legion requests. Both teams appeared to be equally satisfied by the end of the meeting.

Other Examples of Multi Use Fields

1. Girls Youth Softball completed many field improvements equal to Legion improvements and they are required to share their times and fields with soccer, baseball, and softball organizations. Examples include Little League tournaments, 50/70 League, Fire Soccer, Cody Pride, and Adult Softball.
2. Babe Ruth and Legion fields are used for youth football and are available for soccer if needed.

Other Conflicts Resolved during joint meeting on March 5.

1. Games were scheduled priority over practices for both leagues.
2. We modified the schedule of no practices on days before games so staff could do maintenance. Legion was the received the most additional time based on this change.
3. The late practice team is responsible to maintain the mound and batter box after practice or at least prior to the early practice on the following day.
4. At the request of Legion, Senior Babe Ruth will not be allowed to use batting cage.
5. If mound is covered no play allowed on the mound.
6. Additional practices can be requested after March 15.
7. Teams please use time scheduled or notify P&R that your team will not use the field.
8. At the request of Legion, Senior Babe Ruth will not have access to the concession stand.

ALTERNATIVES

1. Adopt the schedule as developed by both groups and staff on March 5, 2014. Use this as a model for future years and other field schedule conflicts.
2. Develop a lease agreement and give exclusive use of Legion Field and related amenities to Legion Baseball program. Such as the City agreement for the Legion Club house.
3. Grant priority use of Legion field from April 1 through September 1 each year to Legion Baseball Club.
4. Grant priority use to Legion Baseball and give leftovers to the City for distribution.
5. For future year improvements complete a Babe Ruth Field Renovation—Close Babe Ruth Field and remove and replace Babe Ruth light pole and fence to accommodate older players.

FISCAL IMPACT

Depending on selected alternative, up to $50,000 to accommodate moving light poles, fences, irrigation, underground utilities, alignment and light fixture replacement, and reconstructing infield.

ATTACHMENTS

1. 2014 Legion Field Schedule
2. Field Picture

AGENDA ITEM NO. _____

3. Field Map
4. Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Ryan Selk, Parks and Pathways Supervisor
Bart Grenz, Legion Baseball
Donny Anderson Jr., Legion Baseball donnyandersonjt@gmail.com
Brian Dalton, Senior Babe Ruth, bdalton@tctwest.net
Tom Schmidt, Senior Babe Ruth, 2950 Kent Ave., 307-250-1175

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City of Cody
Agenda Request Form

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****

Name of person to appear before the Council American Legion Baseball Boad & Supporters

Organization Represented American Legion Baseball

Date you wish to appear before the Council March 13, 2014

Mailing Address 802 Canyon Ave Cody Telephone 307-899-1899

E-Mail Address donnyandersonjr@gmail.com

Preferred form of contact: Telephone_____ E-Mail X

Names of all individuals who will speak on this topic Bart Grenz, Tim Goodwin, Donny Anderson Jr, Dawn Beaudrie and other supporters

Event Title (if applicable) Priority Use of Legion Baseball Field

Date(s) of Event (if applicable) April 2014 - mid August 2014

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We would like to have priority for practice times and games on the Legion Field to allow our group to improve and be competative in Wyoming Legion Baseball

Which City employee(s) have you spoken to about this issue? Rich Manchester and Ryan Selk

Signature [signature] Date 3/6/14

Revised 3/2007

Baseball-Legion Field

Apr 2014 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
6	7 5pm - Legion Practice 7:30pm - SBR Practice	8 5pm - Legion Practice 7:30pm - SBR Practice	9 5pm - Legion Practice 7:30pm - SBR Practice	10 5pm - Legion Practice 7:30pm - SBR Practice	11 5pm - Legion Practice	12 10am - Legion Baseball
13	14 5pm - SBR Practice 7:30pm - Legion Practice	15 5pm - SBR Practice 7:30pm - Legion Practice	16 5pm - SBR Practice 7:30pm - Legion Practice	17 5pm - SBR Practice 7:30pm - Legion Practice	18 5pm - Legion Practice	19 10am - Legion Baseball
20	21 5pm - Legion Practice 7:30pm - SBR Practice	22 5pm - Legion Practice 7:30pm - SBR Practice	23 5pm - Legion Practice 7:30pm - SBR Practice	24 5pm - Legion Practice 7:30pm - SBR Practice	25 5pm - Legion Practice	26 10am - Legion Baseball
27 1pm - Legion A game @	28 5pm - SBR Practice 7:30pm - Legion Practice	29 5pm - SBR Practice 7:30pm - Legion Practice	30 5pm - SBR Practice 7:30pm - Legion Practice	1 5pm - SBR Practice 7:30pm - Legion Practice	2 2:30pm - Legion Practice	3 10am - Legion Practice

Baseball-Legion Field

May 2014 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27 1pm - Legion A game @	28 5pm - SBR Practice 7:30pm - Legion Practice	29 5pm - SBR Practice 7:30pm - Legion Practice	30 5pm - SBR Practice 7:30pm - Legion Practice	1 5pm - SBR Practice 7:30pm - Legion Practice	2 2:30pm - Legion Practice	3 10am - Legion Practice
4 12pm - Legion B Game @	5 5pm - Legion Practice @ 7:30pm - SBR Practice @	6 5pm - Legion Practice @ 7:30pm - SBR Practice @	7 5pm - Legion Practice @ 7:30pm - SBR Practice @	8 5pm - Legion Practice @ 7:30pm - SBR Practice @	9 2:30pm - Legion Practice @	10 10am - Legion Baseball 1pm - Legion B Game @
11 12pm - Legion A game @ 2pm - Legion B Game @	12 5pm - SBR Practice 7:30pm - Legion Practice	13 5pm - SBR Practice 7:30pm - Legion Practice	14 5pm - SBR Practice 7:30pm - Legion Practice	15 5pm - SBR Practice 7:30pm - Legion Practice	16 2:30pm - Legion Practice	17 10am - Legion Practice
18 12pm - Legion A Game @	19 5pm - Legion Practice 7:30pm - SBR Practice	20 5pm - Legion Practice 7:30pm - SBR Practice	21 5pm - Legion Practice 7:30pm - SBR Practice	22 5pm - Legion Practice 7:30pm - SBR Practice	23 2:30pm - Legion Practice	24 10am - Legion Baseball
25	26 5pm - SBR Practice	27 5pm - SBR Practice	28 5pm - SBR Practice	29 5pm - Legion Practice	30 2:30pm - Legion Practice	31

Baseball-Legion Field

Jun 2014 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 12pm - Legion A Game @	2 5pm - Legion Practice 7:30pm - SBR Practice	3 5pm - Legion Practice 7:30pm - SBR Practice	4 5pm - Legion Practice 7:30pm - SBR Practice	5 5pm - Legion Practice	6 3pm - Legion B Game @	7 10am - Legion Baseball
8	9 5pm - SBR Practice 7:30pm - Legion Practice	10 NO SBR Practice 5:30pm - Legion B Game @	11 NO SBR Practice 5pm - Legion A Game @	12 5pm - Legion Practice	13	14
15	16 5pm - Legion Practice 7:30pm - SBR Practice	17 NO SBR Practice 5:30pm - Legion A Game @	18 5pm - Legion Practice 7:30pm - SBR Practice	19 5pm - Legion Practice	20 SBR Tournament @ LEgion Field	21
22 SBR Tournament @ LEgion	23 5pm - SBR Practice 7:30pm - Legion Practice	24 5pm - SBR Practice 7:30pm - Legion Practice	25 5pm - SBR Practice 7:30pm - Legion Practice	26 5pm - Legion Practice	27 Wood Bat Tournament @ Legion Field	28
29 Wood Bat Tournament @	30 5pm - Legion Practice	1 5pm - Legion A Game @ 7pm - Legion B Game @	2 5pm - Legion A Game @	3 7pm - Legion A Game @	4 12pm - SBR Practice	5 2pm - SBR Practice

Baseball-Legion Field

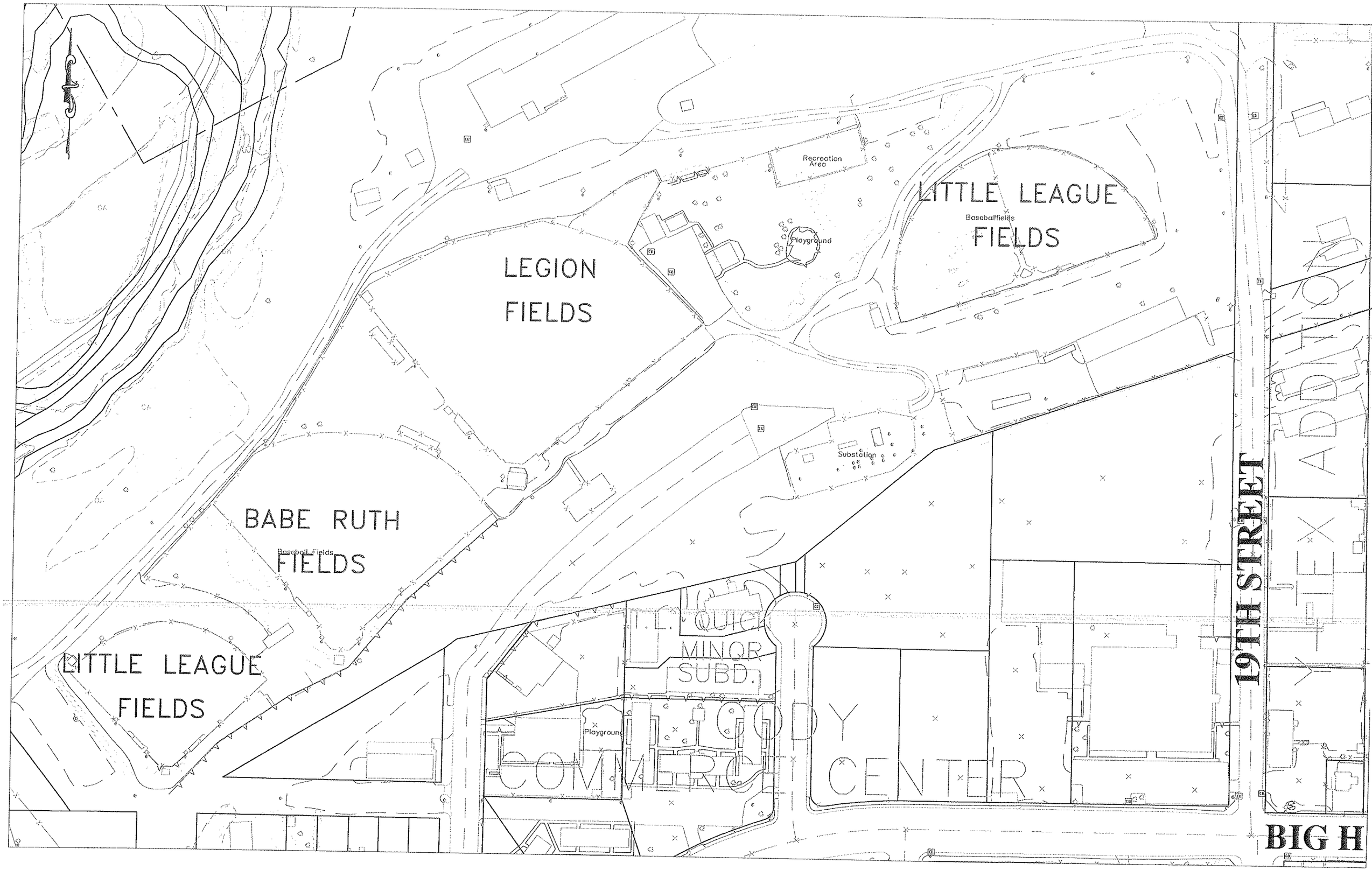
Jul 2014 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
29 Wood Bat Tournament @	30 5pm - Legion Practice	1 5pm - Legion A Game @ 7pm - Legion B Game @	2 5pm - Legion A Game @	3 7pm - Legion A Game @	4 12pm - SBR Practice	5 2pm - SBR Practice
6 1pm - Legion A Game @	7 7:30pm - Legion Practice	8 1pm - Legion B Game @ 5pm - SBR Practice	9 NO SBR Practice 5pm - Legion B Game @	10 5pm - Legion Practice	11 5pm - Legion Practice	12 5pm - Legion B Game @
13 10am - Legion B Game @	14 12pm - Legion B Game @ 5pm - Legion A Game @	15 5pm - Legion Practice @ 7:30pm - SBR Practice	16 5pm - Legion Practice 7:30pm - SBR Practice @	17 5:30pm - Legion A Game @	18 Legion B Game @ Legion	19 Legion B Game @ Legion
20 1pm - Legion A Game @	21 5pm - Legion Practice	22 5pm - Legion Practice	23 Legion A Game-Districts	24	25	26
27 Legion A Game-Districts	28 5pm - Legion Practice @	29 5pm - Legion Practice @	30 5pm - Legion Practice @	31 5pm - Legion Practice @	1 5pm - Legion Practice @	2 10am - Legion Baseball

Baseball-Legion Field

Aug 2014 (Mountain Time)

Sun	Mon	Tue	Wed	Thu	Fri	Sat
27 Legion A Game-Districts	28 5pm - Legion Practice @	29 5pm - Legion Practice @	30 5pm - Legion Practice @	31 5pm - Legion Practice @	1 5pm - Legion Practice @	2 10am - Legion Baseball
3	4 5pm - Legion Practice @	5 5pm - Legion Practice @	6 5pm - Legion Practice @	7 5pm - Legion Practice @	8 5pm - Legion Practice @	9 10am - Legion Baseball
10	11 5pm - Legion Practice @	12 5pm - Legion Practice @	13 5pm - Legion Practice @	14 5pm - Legion Practice @	15 5pm - Legion Practice @	16 10am - Legion Baseball
17	18 5pm - Legion Practice @	19 5pm - Legion Practice @	20 5pm - Legion Practice @	21 5pm - Legion Practice @	22 5pm - Legion Practice @	23 10am - Legion Baseball
24	25 5pm - Legion Practice @	26 5pm - Legion Practice @	27 5pm - Legion Practice @	28 5pm - Legion Practice @	29 5pm - Legion Practice @	30 10am - Legion Baseball
31	1	2	3	4	5	6


LEGION
FIELDS
Recreation
Area
Playground
LITTLE LEAGUE
Baseballfields
FIELDS
Substation
BABE RUTH
Baseball Fields
FIELDS
LITTLE LEAGUE
FIELDS
MINOR
SUBD.
Playground
COMMERCE
CENTER
19TH STREET
BIG H

HOME
GUEST
INNING
BALL
STRIKE
OUT

AMERICAN
LEGION

RESOLUTION NO. 2014-03

A RESOLUTION ADOPTING IN WHOLE THE CITY OF CODY MASTER PLAN

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming adopted the last City of Cody Master Plan on the 6th Day of October, 1997, which plan is now proposed to be replaced with a new City of Cody Master Plan;

WHEREAS, the proposed City of Cody Master Plan (Master Plan), like the 1997 Master Plan before it, is for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the City of Cody which will best promote the general welfare as well as efficiency and economy in the process of development;

WHEREAS, the development of the new Master Plan involved numerous opportunities for public comment, including but not limited to interviews, an online community survey, community choices workshops; open houses on the draft of the Master Plan, a two-month comment period, and two public hearings, all of which contributed to the final document and helped result in a comprehensive analysis of the existing conditions and probable future growth of the city;

WHEREAS, the Planning Commission (a.k.a. Planning, Zoning and Adjustment Board) held two properly advertised public hearings for the purpose of receiving public comments on the draft plan, which hearings were held at 12:00 p.m. and 7:00 p.m. on Tuesday, March 4, 2014, and gave full consideration to all comments received;

WHEREAS, the Planning Commission has adopted and certified the attached City of Cody Master Plan pursuant to Wyoming Statute 15-1-503 through 505; and,

WHEREAS, the Governing Body desires to express support of the Master Plan for the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the City;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING that the City of Cody Master Plan, consisting of the attached certified copy is hereby adopted in whole. The appendices referenced therein are not adopted.

PASSED, APPROVED AND ADOPTED THIS 18th day of March, 2014.

_____
Nancy Tia Brown, Mayor

ATTEST:

_____
Cynthia Baker, Administrative Services Officer

CERTIFICATE

I, Cynthia Baker, Administrative Services Officer, hereby certify that the foregoing Resolution was adopted by the City of Cody at a regular meeting held on March 18, 2014, and that the meeting was held accordingly to law; and that said Resolution has been duly entered in the minutes of the meeting.

_____
Administrative Services Officer