

City of Cody City Council

AGENDA

Tuesday, April 15, 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

Proclamation – National Donate a Life Month
Proclamation – Arbor Day 2014

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: Special Meeting Minutes from March 27, 2014 and Regular Meeting Minutes from April 1, 2014.
- b. Approval of vouchers and payroll in the amount of \$1,435,563.25.
- c. Appoint Mayor Brown as the voting delegate and Council Member Anderson as the alternate voting delegate for the 2014 WAM Convention in June, 2014.
- d. Consider authorizing the Mayor to sign the SSBCI Quarterly Certification on Use of Allocated Funds.
- e. Approve a transfer of the 2014 July 4th agreement for the Wild West Extravaganza festival from Becky Kinkade to her brother Jerry Kinkade. Authorize the Mayor to enter into and sign a one year agreement between the City of Cody and Jerry Kinkade for this event.
- f. Consider a request from the Cody Fire Department to close 11th Street between Sheridan Avenue and Beck Avenue from 12:00 p.m. on Friday May 2nd to 4:00 p.m. on Sunday May 4th, 2014 for the 40th annual Cody Fire School and authorize the Cody Fire Department to utilize City Barricades for this street closure.
- g. Consider awarding Bid No 2014-01 to Harris Trucking and Construction in the amount of \$429,745.50 for the 16th Street & Stampede Storm Drain and Treated Water Extension project, and authorize the Mayor to sign the contract related to this project contingent upon review by the City Attorney.

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 new restaurant liquor license to Antonio & Norma Jurado dba Norma's Mexi Can located at 210 Roger Sedam Drive.
- b. A public hearing to determine if it is in the public interest to consider a land trade between the State of Wyoming Military Department and the City of Cody.

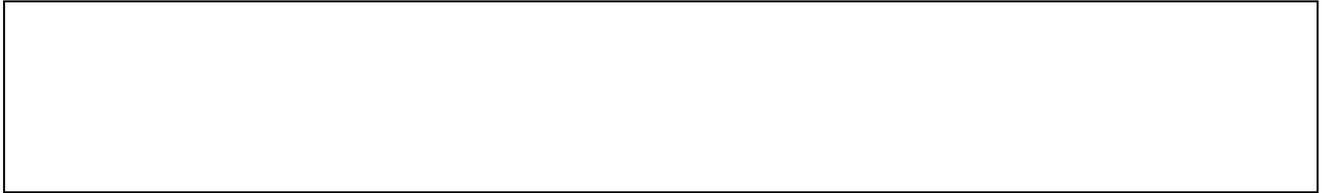
3. Conduct of Business

- a. Consider approving a new Restaurant Liquor License to Antonio & Norma Jurado dba Norma's Mexi Can located at 210 Roger Sedam Drive.
Staff Reference: Cindy Baker, Administrative Services Officer
- b. Consider approving a land trade between the State of Wyoming Military Department and the City of Cody, authorize the Mayor to sign the purchase agreement as it relates to this land trade.
Staff Reference: Scott Kolpitzke, City Attorney
- c. Consider approving a request from the Park County Fire District 2 to install four (4) additional temporary monitoring wells by the Fire Training Center and authorize the Mayor to sign the Wyoming Water Quality Application Form.
Staff Reference: Steve Payne, Public Works Director
- d. Consider approving the request from Wyoming Firearms Experience, LLC to operate an indoor shoot range at 1138 12th Street.
Staff Reference: Todd Stowell, City Planner
- e. **ORDINANCE 2014-02 – SECOND READING
AN ORDINANCE REPEALING TITLE 4, CHAPTER 4, ARTICLES I-V, GARBAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE.**
Staff Reference: Steve Payne, Public Works Director
- f. **ORDINANCE 2014-03 – SECOND READING AS AMENDED
AN ORDINANCE ENACTING TITLE 4, CHAPTER 4, ARTICLES I-V, GARBAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE.**
Staff Reference: Steve Payne, Public Works Director
- g. **ORDINANCE 2014-04 – SECOND READING
AN ORDINANCE REPEALING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, OF THE CITY OF CODY MUNICIPAL CODE.**
Staff Reference: Steve Payne, Public Works Director
- h. **ORDINANCE 2014-05 – SECOND READING**

**AN ORDINANCE ENACTING TITLE 8, CHAPTER 2, ARTICLE II,
SECTION 40, SCHEDULE OF RATES AND CHARGES, OF THE
CITY OF CODY MUNICIPAL CODE.**

Staff Reference: Steve Payne, Public Works Director

4. Tabled Items
5. Matters from Staff Members
6. Matters from Council Members
7. Adjournment



Proclamation

National Service Recognition Day

Whereas, service to others is a hallmark of the American character, and central to how we meet our challenges; and

Whereas, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

Whereas, national service participants address the most pressing challenges facing our cities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

Whereas, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

Whereas, national service participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

Whereas, national service participants to increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

Whereas, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

Whereas, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

Whereas, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 1, 2014

Therefore, Be It Resolved that I, Mayor Nancy Tia Brown, Mayor of Cody, do hereby proclaim April 1, 2014, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.

Proclamation

Arbor~Earth Day

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

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

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

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

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

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

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

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

NOW THEREFORE, FOR THESE SIGNIFICANT REASONS, I, Nancy Tia Brown, Mayor of the City of Cody, Wyoming, do hereby proclaim Saturday, April 26, 2014, as Arbor ~ Earth Day in Cody, Wyoming.



Nancy Tia Brown
Mayor, City of Cody

Attest:
Administrative Services Officer

City of Cody
Council Proceedings
Thursday March 27, 2014

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, March 27, 2014 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Jerry Fritz, Steve Miller, Stan Wolz, City Attorney, Scott Kolpitcke and Cindy Baker, Administrative Services Officer.

Absent: Council Members Bryan Edwards, Landon Greer and City Administrator Jenni Rosencranse.

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

The Governing Body reviewed the April 1, 2014 agenda. No action was taken.

At 5:04 p.m. Council Member Miller made a motion seconded by Council Member Fritz to enter into an Executive Session to pursuant to Wyoming State Statue 16-4-405(a)(iii) – litigation and Wyoming State Statue 16-4-405(a)(ix) – to consider or receive information classified as confidential by law. Council Member Miller made a motion seconded by Council Member Anderson to exit the Executive Session at 6:29 p.m. No action was taken.

There being no further discussion, the meeting adjourned at 6:29 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, April 1, 2014**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 1, 2014 at 7:00 p.m.

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

Absent: Council Member Bryan Edwards.

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

Council Member Miller made a motion seconded by Council Member Fritz to approve the agenda as amended to add item g to the conduct of business. Vote was unanimous.

Mayor Brown declared April 1, 2014 as National Service Recognition Day.

Council Member Miller made a motion seconded by Council Member to approve of Special Meeting Minutes from March 13, 2014 and Regular Meeting Minutes from March 18, 2014; approve vouchers and payroll in the amount of \$ 447,881.35; approve the rent increase for the cellular tower at least \$1,400.00 per month and authorize the Mayor to enter into and sign said agreement between New Cingular Wireless PCS, LLC and the City of Cody, contingent upon review and approval by the City Attorney; approve a request by Clark Management Company to close 12th Street between Sheridan Avenue and Beck Avenue on Friday, May 9, 2014 at 9:00 a.m. through Saturday, May 10, 2014 at 9:00 p.m. for the Best of the Rockies Horse Sale, authorize the use of additional barricades from the City to close off the alleys between Sheridan and Beck and to close 12th Street at Sheridan and Beck, consider a request from the Irma Hotel for an open container permit for Saturday, May 10, 2014 from 10:00 a.m. to midnight, and approve with the recommendations outlined by staff; approve a request by the Cody Gunfighter's to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from June 1, 2014 through September 30, 2014 from 5:30 p.m. to 7:00 p.m. for their nightly event and approve with the recommendations outlined by staff; approve an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right of way located on Beck Avenue, between 12th Street and the first approach west of 12th Street, for the term of May 1 through September 30; approve the proposal for banking services submitted by Wells Fargo Bank and award Wells Fargo Bank the banking services for a three year period of FY14-15, FY15-16 and FY16-17; approve a Professional Services Agreement between the City of Cody and Holm, Blough and Company for the Design, Bidding and Construction Administration for the Mountain Spirit Habitat for Humanity's Infrastructure Project in the amount of \$44,000 and authorize the Mayor to sign said agreement. Vote was unanimous.

Council Member Miller made a motion to approve a request from Dan and Kim Brice to waive the Raw Water Tap and hook-on fee for the properties located at 719 and 713 16th Street. Motion failed due to lack of second on the motion.

Council Member Wolz made a motion seconded by Council Member Greer to approve Consider the approval of the concept of using Glendale Tennis Court as an outdoor racquetball facility. Vote was unanimous.

ORDINANCE 2014-02 – FIRST READING

AN ORDINANCE REPEALING TITLE 4, CHAPTER 4, ARTICLES I-V, GARBAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE. Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-02 on First Reading. Vote was unanimous.

ORDINANCE 2014-03 – FIRST READING

AN ORDINANCE ENACTING TITLE 4, CHAPTER 4, ARTICLES I-V, GARBAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE. Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-02 on First Reading. Vote was unanimous.

ORDINANCE 2014-04 – FIRST READING

AN ORDINANCE REPEALING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, OF THE CITY OF CODY MUNICIPAL CODE. Council Member Wolz made a motion seconded by Council Member Greer to

approve Ordinance 2014-02 on First Reading.

**ORDINANCE 2014-05 – FIRST READING
AN ORDINANCE ENACTING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40,
SCHEDULE OF RATES AND CHARGES, CIT OF CODY MUNICIPAL CODE.**

Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-02 on First Reading. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Fritz to authorize staff to work with Tundra Construction to replace a section of sidewalk at the corner of Sheridan Avenue and 11th Street with the City's portion not to exceed \$500.00. Those voting in favor were Council Members Anderson, Miller, Fritz and Wolz. Those opposed were Council Member Greer and Mayor Brown. Motion carried.

There being no further business, Mayor Brown adjourned the meeting at 8:40 pm

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	033114	PREMIUM	04/01/2014	416.00	416.00	04/01/2014	
Total 125412:				416.00	416.00		
A & I DISTRIBUTORS							
127557							
	2450050	OIL	03/11/2014	653.40	653.40	04/16/2014	15W40
	2450050	METHANOL	03/11/2014	199.95	199.95	04/16/2014	
	2450050	METHANOL - DRUM DEPOSIT	03/11/2014	35.00	35.00	04/16/2014	
Total 127557:				888.35	888.35		
ACE HARDWARE							
2390							
	275505	CHAIN / SNAPS	03/01/2014	36.71	36.71	04/16/2014	
	275801	BATTERIES - LOCATOR	03/07/2014	13.99	13.99	04/16/2014	
	275999	NUTS & BOLTS	03/11/2014	9.98	9.98	04/16/2014	
	275999	NUTS & BOLTS	03/11/2014	2.88	2.88	04/16/2014	
	276046	BATTERIES	03/12/2014	8.99	8.99	04/16/2014	
	276618	SHOVELS & BROOMS	03/21/2014	125.94	125.94	04/16/2014	
	276730	POLE SAW RENTAL	03/24/2014	44.00	44.00	04/16/2014	
	276749	POLE SAW RENTAL	03/24/2014	56.00	56.00	04/16/2014	
	276841	SUPPLIES	03/25/2014	23.98	23.98	04/16/2014	
	276847	REPAIRS - GLENDALE RESTRO	03/25/2014	11.99	11.99	04/16/2014	
	276989	POOL SUPPLIES	03/27/2014	23.98	23.98	04/16/2014	
	276994	SUPPLIES - OG 2 SPRINKLER R	03/27/2014	16.82	16.82	04/16/2014	
	277073	SERVICE REPAIR - OLIVE GLEN	03/28/2014	2.93	2.93	04/16/2014	
	277080	BULB	03/28/2014	6.49	6.49	04/16/2014	
	277085	FITTINGS	03/28/2014	4.49	4.49	04/16/2014	
	277261	OIL / GAS CAN	04/01/2014	28.27	28.27	04/16/2014	
	277330	SAFETY GLASSES	04/02/2014	9.99	9.99	04/16/2014	
Total 2390:				427.43	427.43		
ACKER ELECTRIC							
270							
	30014	CREDIT - LIGHT FOR CITY HAL	02/27/2014	165.00-	.00		
	30015	LIGHT FOR CITY HALL SOUTH	02/27/2014	135.90	.00		
Total 270:				29.10-	.00		
ALBERTSONS							
430							
	021925	SUPPLIES	03/21/2014	15.18	15.18	04/16/2014	
Total 430:				15.18	15.18		
ALSCO							
126551							
	1008713	TOWELS	03/24/2014	50.03	50.03	04/16/2014	
	1008730	MATS - CITY HALL	03/24/2014	52.69	52.69	04/16/2014	
Total 126551:				102.72	102.72		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
AMERICAN FAMILY LIFE ASSUR							
550							
	041803	AFLAC PREMIUM	04/01/2014	2,228.46	2,228.46	04/01/2014	
Total 550:				2,228.46	2,228.46		
AMERICAN PUBLIC POWER ASSOCIATION							
610							
	5271	EDUCATION AND TRAINING	04/08/2014	74.20	74.20	04/16/2014	
Total 610:				74.20	74.20		
AMERICAN WELDING & GAS, INC.							
128592							
	02669662	CYLINDER RENTAL	03/31/2014	39.99	39.99	04/16/2014	
	02669663	SUPPLIES	03/31/2014	66.65	66.65	04/16/2014	
Total 128592:				106.64	106.64		
ARBOR SOLUTIONS TREE CARE							
129915							
	040114	RIGHT OF WAY CLEARING	04/01/2014	750.00	750.00	04/16/2014	
	040114	RIGHT OF WAY CLEARING	04/01/2014	750.00	750.00	04/16/2014	
Total 129915:				1,500.00	1,500.00		
BEAR CO, INC							
1010							
	178579	ATV FLAT REPAIR - GATOR	03/05/2014	35.50	35.50	04/16/2014	
	178845	TIRES - A06	03/24/2014	385.64	385.64	04/16/2014	
	178866	TIRES B13	03/25/2014	771.28	771.28	04/16/2014	
Total 1010:				1,192.42	1,192.42		
BIG HORN CARPET ONE							
1140							
	CG402002	CAULKING FOR REC CENTER	04/01/2014	19.60	19.60	04/16/2014	
Total 1140:				19.60	19.60		
BIG HORN GLASS							
1160							
	34316	RB COURT / STEAM ROOM	03/25/2014	280.00	280.00	04/16/2014	
Total 1160:				280.00	280.00		
BIG HORN RADIO NETWORK							
127743							
	033114- REC	MARKETING ADS - REC CENTE	03/31/2014	408.00	408.00	04/16/2014	
	MCC-1140330	ADVERTISING	03/31/2014	173.40	173.40	04/16/2014	
Total 127743:				581.40	581.40		
BIG HORN REDI-MIX, INC							
1190							
	365274	ADD SAND TO LEGION INFIELD	03/14/2014	75.00	75.00	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1190:				75.00	75.00		
BIOLYNCEUS, LLC							
126954							
	5060	BIO - SCRUBBER	03/20/2014	2,413.40	2,413.40	04/16/2014	
Total 126954:				2,413.40	2,413.40		
BLOEDORN LUMBER							
1590							
	1584444	SUPPLIES	03/17/2014	19.96	19.96	04/16/2014	
	15944560	SUPPLIES	03/27/2014	29.94	29.94	04/16/2014	
Total 1590:				49.90	49.90		
BOONE'S MACHINE SHOP							
1400							
	56848	SIGN BASES	03/27/2014	120.20	120.20	04/16/2014	
Total 1400:				120.20	120.20		
BORDER STATES INDUSTRIES, INC							
1420							
	907096690	EQUIPMENT REPAIR	03/26/2014	436.10	436.10	04/16/2014	
	907112301	SYSTEM MAINTENANCE	03/28/2014	231.00	231.00	04/16/2014	
Total 1420:				667.10	667.10		
BREADBOARD							
124155							
	126175	MEETING EXPENSE	03/27/2014	60.60	60.60	04/16/2014	
Total 124155:				60.60	60.60		
CARQUEST AUTO PARTS							
10200							
	2874-243779	REPAIR PARTS	03/03/2014	2.95	2.95	04/16/2014	
	2874-243880	REPAIR PARTS	03/04/2014	32.18	32.18	04/16/2014	
	2874-244001	SUPPLIES	03/05/2014	9.88	9.88	04/16/2014	
	2874-244113	REPAIR PARTS	03/07/2014	23.12	23.12	04/16/2014	
	2874-244401	DIE FOR RETHREADING BOLTS	03/11/2014	4.83	4.83	04/16/2014	
	2874-244499	REPAIR PARTS	03/12/2014	32.64	32.64	04/16/2014	
	2874-244810	REPAIR PARTS	03/17/2014	23.12	23.12	04/16/2014	
	2874-244850	REPAIR PARTS	03/17/2014	33.49	33.49	04/16/2014	
	2874-244857	REPAIR PARTS	03/17/2014	76.49	76.49	04/16/2014	
	2874-244947	REPAIR PARTS	03/18/2014	2.95	2.95	04/16/2014	
	2874-245126	TOOLS	03/20/2014	15.53	15.53	04/16/2014	
	2874-245177	SHOP SUPPLIES	03/21/2014	14.95	14.95	04/16/2014	
	2874-245311	REPAIR PARTS	03/24/2014	67.79	67.79	04/16/2014	
	2874-245328	REPAIR PARTS	03/24/2014	2.78	2.78	04/16/2014	
	2874-245349	REPAIR PARTS	03/24/2014	2.95	2.95	04/16/2014	
	2874-245449	REPAIR PARTS	03/25/2014	2.95	2.95	04/16/2014	
	2874-245504	REPAIR PARTS	03/26/2014	39.44	39.44	04/16/2014	
	2874-245511	CREDIT FOR REPAIR PARTS	03/26/2014	47.77-	47.77-	04/16/2014	
	2874-245556	REPAIR PARTS	03/26/2014	10.77	10.77	04/16/2014	
	2874-245557	REPAIR PARTS	03/26/2014	2.95	2.95	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-245763	REPAIR PARTS	03/28/2014	34.08	34.08	04/16/2014	
Total 10200:				388.07	388.07		
CENTURY LINK							
10091							
	031914	PHONE CHARGES - FACILITIES	03/19/2014	97.71	97.71	04/16/2014	
	031914	PHONE CHARGES - RECYCLE	03/19/2014	37.31	37.31	04/16/2014	
	031914	PHONE CHARGES - PD	03/19/2014	37.31	37.31	04/16/2014	
	031914	PHONE CHARGES - ADMIN	03/19/2014	426.47	426.47	04/16/2014	
	031914	PHONE CHARGES - REC	03/19/2014	39.37	39.37	04/16/2014	
	031914	PHONE CHARGES - REC	03/19/2014	118.06	118.06	04/16/2014	
	040114	PHONE CHARGES - FACILITIES	01/01/2014	106.93	106.93	04/16/2014	
	040114	PHONE CHARGES - W WATER	01/01/2014	50.43	50.43	04/16/2014	
	040114	PHONE CHARGES - EL	01/01/2014	110.67	110.67	04/16/2014	
	040114	PHONE CHARGES - SHOP	01/01/2014	127.69	127.69	04/16/2014	
	040114	PHONE CHARGES - SHOP	01/01/2014	38.89	38.89	04/16/2014	
	040114	PHONE CHARGES - SHOP	01/01/2014	19.35	19.35	04/16/2014	
	040114	PHONE CHARGES - ADMIN	01/01/2014	639.04	639.04	04/16/2014	
Total 10091:				1,849.23	1,849.23		
CHARTER							
129861							
	040114	INTERNET - RECYCLE CENTER	04/01/2014	54.95	54.95	04/16/2014	
Total 129861:				54.95	54.95		
CHUCKS LAWN CARE							
125081							
	033114	SNOW REMOVAL - MARCH 201	03/31/2014	150.00	150.00	04/16/2014	
Total 125081:				150.00	150.00		
CITY OF CODY							
2260							
	033114	UTILITIES	03/31/2014	105.86	105.86	04/16/2014	
	033114	UTILITIES	03/31/2014	189.00	189.00	04/16/2014	
	033114	UTILITIES	03/31/2014	724.32	724.32	04/16/2014	
	033114	UTILITIES	03/31/2014	486.45	486.45	04/16/2014	
	033114	UTILITIES	03/31/2014	274.45	274.45	04/16/2014	
Total 2260:				1,780.08	1,780.08		
CITY OF CODY							
127401							
	032414	PETTY CASH REIMBURSEMEN	03/24/2014	15.00	15.00	04/16/2014	
	032414	PETTY CASH REIMBURSEMEN	03/24/2014	7.24	7.24	04/16/2014	
	032414	PETTY CASH REIMBURSEMEN	03/24/2014	8.38	8.38	04/16/2014	
	032414	PETTY CASH REIMBURSEMEN	03/24/2014	2.59	2.59	04/16/2014	
Total 127401:				33.21	33.21		
CODY CHAMBER OF COMMERCE							
124707							
	4872	CODY CLUB LUNCH - JENNI &	03/19/2014	57.50	57.50	04/16/2014	
	4872	CODY CLUB LUNCH - JENNI &	03/19/2014	57.50	57.50	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	5063	TOBACCO COMPLIANCE CHEC	03/25/2014	140.00	140.00	04/16/2014	
Total 124707:				255.00	255.00		
CODY WINNELSON COMPANY							
2850							
	133667-00	SOLENOID VALVE - SHOWERS	03/21/2014	447.10	447.10	04/16/2014	
	133770-00	ICE MACHINE - CITY HALL	03/26/2014	54.00	54.00	04/16/2014	
	133811-00	FAUCET PARTS - REC	03/17/2014	55.00	55.00	04/16/2014	
	134015-00	REPAIR FURNANCE - GLENDAL	03/21/2014	35.45	35.45	04/16/2014	
Total 2850:				591.55	591.55		
CODY'S TOWN TAXI							
129972							
	031814	TIPSY TAXI VOUCHERS (13-14)	03/18/2014	35.00	35.00	04/16/2014	
Total 129972:				35.00	35.00		
COOPER, ALLEN							
129973							
	14055013	REFUND UTILITY DEPOSIT	03/31/2014	35.71	35.71	04/16/2014	
Total 129973:				35.71	35.71		
CRISIS INTERVENTION SERVICE							
3290							
	32114	COMMUNITY FUNDING ALLOCA	03/21/2014	916.74	916.74	04/16/2014	
Total 3290:				916.74	916.74		
CRUM ELECTRIC							
3300							
	1534702-00	BATTERIES	03/13/2014	20.70	20.70	04/16/2014	
	1537156-00	FUSES - N LIFT STATION	03/21/2014	57.40	57.40	04/16/2014	
	1537975-00	OLIVE GLENN PHASE 2	03/25/2014	122.37	122.37	04/16/2014	
	1538917-00	Conduit, 3" PVC - 3' radius 90	03/27/2014	177.36	177.36	04/16/2014	CONPVC390
	1538919-00	Conduit, 3" PVC - 10ft section	04/02/2014	1,106.25	1,106.25	04/16/2014	CONPVC310
Total 3300:				1,484.08	1,484.08		
CUSTOM DELIVERY SERVICE							
3343							
	51155	BACKFLOW GAUGE SHIPPING	03/31/2014	19.56	19.56	04/16/2014	
Total 3343:				19.56	19.56		
CXT INC.							
129249							
	288190 RI	HINGES FOR PARK RESTROO	03/25/2014	201.95	201.95	04/16/2014	
Total 129249:				201.95	201.95		
DANA KEPNER COMPANY							
3410							
	2218717-00	METER, 1" iPERL	03/31/2014	2,245.80	2,245.80	04/16/2014	1199-W

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 3410:				2,245.80	2,245.80		
DENNY MENHOLT CHEVROLET							
129672							
	45205	A-17 REFLASH	03/31/2014	71.66	71.66	04/16/2014	
Total 129672:				71.66	71.66		
DIAMOND VOGEL PAINTS							
124749							
	101461049	PAINT	03/19/2014	26,368.65	26,368.65	04/16/2014	
Total 124749:				26,368.65	26,368.65		
DIVISION OF VICTIM'S SERVICES							
124470							
	040214	CRIME VICTIM'S COMP - MAR 2	04/02/2014	340.00	340.00	04/16/2014	
Total 124470:				340.00	340.00		
EAGLE OF CODY PRINTING							
123442							
	32414	ENVELOPES	03/24/2014	594.00	594.00	04/16/2014	
Total 123442:				594.00	594.00		
ECOLAB PEST ELIM. DIV.							
128686							
	3968684	PEST CONTROL - SANT/RECY	04/07/2014	50.00	50.00	04/16/2014	
Total 128686:				50.00	50.00		
ENERGY LABORATORIES, INC							
4120							
	340351046	DBPR TESTING	03/20/2014	450.00	450.00	04/16/2014	
Total 4120:				450.00	450.00		
ENERGY WEST							
2630							
	032514	UTILITIES	03/25/2014	20.25	20.25	04/16/2014	
	040114	UTILITIES	04/01/2014	711.58	711.58	04/16/2014	
	040314	UTILITIES	04/03/2014	1,103.06	1,103.06	04/16/2014	
	040314	UTILITIES	04/03/2014	340.39	340.39	04/16/2014	
	040714	UTILITIES	04/07/2014	256.14	256.14	04/16/2014	
	040714	UTILITIES - REC CENTER	04/07/2014	3,605.13	3,605.13	04/16/2014	
	040714	UTILITIES - REC CENTER AQUA	04/07/2014	10,815.39	10,815.39	04/16/2014	
Total 2630:				16,851.94	16,851.94		
ENGINEERING ASSOCIATES							
4140							
	3403035	16TH ST AT STAMPEDE TW & S	03/20/2014	14,285.00	14,285.00	04/16/2014	
	3403037	W COOPER LN INFLUENT SEW	03/20/2014	2,147.00	2,147.00	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4140:				16,432.00	16,432.00		
FARM PLAN CORPORATION							
4210							
	1384231	CUTTING EDGE - I04	03/17/2014	131.05	131.05	04/16/2014	
	3076651	SUPPLIES	04/03/2014	35.76	35.76	04/16/2014	
Total 4210:				166.81	166.81		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY52683	NUTS & BOLTS	03/20/2014	10.12	10.12	04/16/2014	
	WYCDY52692	HAMMER	03/20/2014	25.81	25.81	04/16/2014	
	WYCDY52711	100 FT TAPE	03/21/2014	19.24	19.24	04/16/2014	
	WYCDY52712	NUTS & BOLTS	03/21/2014	8.30	8.30	04/16/2014	
	WYCDY52714	TOOLS	03/21/2014	1,106.52	1,106.52	04/16/2014	
	WYCDY52802	CHAIN HOOK	03/27/2014	6.48	6.48	04/16/2014	
	WYCDY52824	NUTS & BOLTS (SIGNS)	03/28/2014	9.82	9.82	04/16/2014	
	WYCDY52845	WISE	03/31/2014	99.12	99.12	04/16/2014	
	WYCDY52851	BOLTS & NUTS F07	03/31/2014	5.67	5.67	04/16/2014	
	WYDCY52887	ALL THREAD / NUTS	04/01/2012	14.03	14.03	04/16/2014	
Total 126018:				1,305.11	1,305.11		
FAY, JUDI							
128677							
	032414	TRAINING - CPR/FIRST AID - 12	03/24/2014	120.00	120.00	04/16/2014	
Total 128677:				120.00	120.00		
FERGUSON WATERWORKS							
127653							
	0587030-1	Meter Pigtails 1"	03/12/2014	38.21	38.21	04/16/2014	1194-W
	0588519	AIR RELEASE VALVE	03/19/2014	381.95	381.95	04/16/2014	
Total 127653:				420.16	420.16		
FINCHER, CATHERINE							
129878							
	040214	RESTITUTION FROM MC-1308-0	04/02/2014	150.00	150.00	04/16/2014	
Total 129878:				150.00	150.00		
FROST, WILLIAM N							
129975							
	330602	REC CENTER REFUND	04/01/2014	125.00	125.00	04/16/2014	
Total 129975:				125.00	125.00		
GARY'S VACUUM & STAMPS							
4480							
	94535	NOTARY STAMP - C18	03/27/2014	23.70	23.70	04/16/2014	
Total 4480:				23.70	23.70		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
GONION, MIKKAYLA							
129969							
	20066032	REFUND UTILITY DEPOSIT	03/25/2014	168.92	168.92	04/16/2014	
Total 129969:				168.92	168.92		
GREAT WEST LINEN SUPPLY							
129966							
	2374	MATS - CITY HALL	03/28/2014	46.40	46.40	04/16/2014	
	2375	TOWELS - MATS	03/28/2014	67.65	67.65	04/16/2014	
	2376	MATS - AUDITORIUM	03/28/2014	126.50	126.50	04/16/2014	
Total 129966:				240.55	240.55		
GREGORY, RACHEL LYANN							
129391							
	315	TOBACCO COMPLIANCE CHEC	03/20/2014	150.00	150.00	04/16/2014	
Total 129391:				150.00	150.00		
HARRIS TRUCKING & CONST. CO							
4780							
	PAY EST 1 - W	W COOPER LANE SEWER PRO	04/01/2014	56,038.16	56,038.16	04/16/2014	
Total 4780:				56,038.16	56,038.16		
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2468537-00	Switch GOAB Horizontal Hook Op	03/21/2014	7,710.32	7,710.32	04/16/2014	SWGOABHHO
	247442301	Vault, 3 phase transf	03/17/2014	1,152.16	1,152.16	04/16/2014	VLT3TRAN
	247442301	FREIGHT	03/17/2014	118.01	118.01	04/16/2014	
	2474882-00	Pole, lex Std 2908-45808T4	03/18/2014	4,713.80	4,713.80	04/16/2014	PLSTLT
	2509569-00	SAFETY SUPPLIES	03/24/2014	14.87	14.87	04/16/2014	
	2509637-01	SAFETY SUPPLIES	03/25/2014	1,109.18	1,109.18	04/16/2014	
Total 6730:				14,818.34	14,818.34		
HEARTLAND PAPER COMPANY							
128769							
	6369-0	MATERIAL & SUPPLIES	03/20/2014	322.51	322.51	04/16/2014	
Total 128769:				322.51	322.51		
HOARD, ROBERT E							
129970							
	20029515	REFUND UTILITY DEPOSIT	03/24/2014	23.49	23.49	04/16/2014	
Total 129970:				23.49	23.49		
HOARD, SANDY							
129974							
	14145018	REFUND UTILITY DEPOSIT	03/31/2014	131.18	131.18	04/16/2014	
Total 129974:				131.18	131.18		
JENSEN PLUMBING							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129455	6465	FLANGES-REC WATER REG (N	03/31/2014	294.41	294.41	04/16/2014	
Total 129455:				294.41	294.41		
KEELE SANITATION							
124874	1144675	OLIVE GLENN PHASE II	03/27/2014	85.00	85.00	04/16/2014	
Total 124874:				85.00	85.00		
KENCO SECURITY & TECHNOLOGY							
9029	1114149	LAB SECURITY MONITORING	04/01/2014	85.50	85.50	04/16/2014	
	1114150	SECURITY MONITORING - SHO	04/01/2014	25.12	25.12	04/16/2014	
	1114150	SECURITY MONITORING - SHO	04/01/2014	25.12	25.12	04/16/2014	
	1114150	SECURITY MONITORING - SHO	04/01/2014	25.13	25.13	04/16/2014	
	1114150	SECURITY MONITORING - SHO	04/01/2014	25.13	25.13	04/16/2014	
Total 9029:				186.00	186.00		
KITCHEN, SCOTT							
129803	40114	REIMBURSE FOR MILEAGE	04/01/2014	34.44	34.44	04/16/2014	
Total 129803:				34.44	34.44		
LACAL EQUIPMENT INC							
124715	0188977-IN	SWEEPER PARTS F07	03/24/2014	1,329.07	1,329.07	04/16/2014	
Total 124715:				1,329.07	1,329.07		
LOGAN SIMPSON DESIGN, INC							
129527	15621	MASTER PLAN UPDATE	03/25/2014	1,959.00	1,959.00	04/16/2014	
Total 129527:				1,959.00	1,959.00		
LONG BUILDING TECH INC							
125191	JC119973	REC CENTER HOT WATER BOI	03/12/2014	12,175.00	12,175.00	04/16/2014	
	SRVCE006549	HVAC REPAIR - CITY HALL	03/25/2014	110.00	110.00	04/16/2014	
	SRVCE006550	REPAIR FURNANCE - GREENH	03/25/2014	220.00	220.00	04/16/2014	
Total 125191:				12,505.00	12,505.00		
MACON SUPPLY							
6230	570248	ASPHALT PATCH	03/24/2014	1,008.00	1,008.00	04/16/2014	
Total 6230:				1,008.00	1,008.00		
MILES, SARAH N.							
129971	032414	PROFESSIONAL FEES	03/24/2014	936.48	936.48	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129971:				936.48	936.48		
MOTOR PARTS INC							
6820							
	568900	TOOLS	03/10/2014	4.39	4.39	04/16/2014	
	586258	REPAIR PARTS	03/04/2014	44.13	44.13	04/16/2014	
	586272	SHOP SUPPLIES	03/04/2014	4.56	4.56	04/16/2014	
	586476	BELTS FOR REC AHU'S	03/05/2014	28.64	28.64	04/16/2014	
	587363	SHOP SUPPLIES	03/13/2014	4.52	4.52	04/16/2014	
	587623	REPAIR PARTS	03/17/2014	68.74	68.74	04/16/2014	
	587685	SHOP SUPPLIES	03/18/2014	19.90	19.90	04/16/2014	
	587710	REPAIR PARTS	03/18/2014	45.78	45.78	04/16/2014	
	587716	CREDIT FOR REPAIR PARTS	03/18/2014	20.69-	20.69-	04/16/2014	
	587917	TOOLS	03/20/2014	239.00	239.00	04/16/2014	
	587950	SHOP SUPPLIES	03/20/2014	3.36	3.36	04/16/2014	
	588040	REPAIR PARTS	03/21/2014	231.36	231.36	04/16/2014	
	588288	REPAIR PARTS	03/24/2014	75.70	75.70	04/16/2014	
	588659	REPAIR PARTS	03/28/2014	79.16	79.16	04/16/2014	
	588739	TIP CLEANER	03/28/2014	5.96	5.96	04/16/2014	
	588852	CREDIT FOR REPAIR PARTS	03/31/2014	31.00-	31.00-	04/16/2014	
Total 6820:				803.51	803.51		
MOUNTAIN WEST SCREEN PRINTERS							
6930							
	51146	UNIFORMS - C03	03/28/2014	24.00	24.00	04/16/2014	
Total 6930:				24.00	24.00		
NORCO, INC.							
128948							
	13269394	SUPPLIES	03/31/2014	10.85	10.85	04/16/2014	
Total 128948:				10.85	10.85		
NORTHWEST PIPE							
7400							
	1264574	RAW WATER SUPPLIES	03/31/2014	34.18	34.18	04/16/2014	
	1264574	Saddle Tapping 6" x 1"	03/31/2014	88.51	88.51	04/16/2014	1073-W
	1264574	Saddle Tapping 6"x2"	03/31/2014	126.44	126.44	04/16/2014	1075-W
	1264574	6" Megalug for PVC, w/acc.	03/31/2014	59.49	59.49	04/16/2014	1290-W
	1264574	6" MJ, CI tee	03/31/2014	114.68	114.68	04/16/2014	1308-W
	1264574	6" MJ, CI Plug	03/31/2014	47.13	47.13	04/16/2014	1249-W
Total 7400:				470.43	470.43		
OAKWOOD CONSTRUCTION COMPANY							
129980							
	844-6	REFUND EL FEES PERMIT 844-	04/04/2014	686.85	686.85	04/16/2014	
Total 129980:				686.85	686.85		
ONE-CALL OF WYOMING							
127665							
	34803	WYOMING ONE CALL	04/02/2014	24.75	24.75	04/16/2014	
	34803	WYOMING ONE CALL	04/02/2014	24.75	24.75	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	34803	WYOMING ONE CALL	04/02/2014	24.75	24.75	04/16/2014	
Total 127665:				74.25	74.25		
OPATZ ELECTRIC MOTOR REPAIR							
7470							
	16290	FAN REPAIR	03/13/2014	68.70	68.70	04/16/2014	
Total 7470:				68.70	68.70		
PARK COUNTY							
7670							
	1546	LEC CONTRACT	03/25/2014	31,849.17	31,849.17	04/16/2014	
	1546	LEC UTILITIES	03/25/2014	994.36	994.36	04/16/2014	
Total 7670:				32,843.53	32,843.53		
PARK COUNTY ANIMAL SHELTER							
5120							
	040114	ANIMAL SERVICE CONTRACT	04/01/2014	3,750.00	3,750.00	04/16/2014	
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL							
129053							
	040114	LANDFILL CHARGES	04/01/2014	61,607.00	61,607.00	04/16/2014	
	040114	LANDFILL CHARGES	04/01/2014	166.00	166.00	04/16/2014	
Total 129053:				61,773.00	61,773.00		
PARK COUNTY SHERIFF							
7740							
	022814	INCARCERATION - FEB 2014	02/28/2014	60.00	60.00	04/16/2014	
	033114	INCARCERATION - MARCH 201	03/31/2014	900.00	900.00	04/16/2014	
Total 7740:				960.00	960.00		
POTTERS INDUSTRIES LLC							
126670							
	90905879	PAINTING BEADS	03/26/2014	2,480.00	2,480.00	04/16/2014	
Total 126670:				2,480.00	2,480.00		
PRO-BUILD							
128149							
	983139	SAW BLADES	03/26/2014	17.00	17.00	04/16/2014	
	983139	CONCRETE	03/26/2014	4.28	4.28	04/16/2014	
	983398	SHELVING MATERIAL	03/28/2014	79.31	79.31	04/16/2014	
Total 128149:				100.59	100.59		
PROFORCE LAW ENFORCEMENT							
127755							
	200571	TASERS	03/28/2014	4,250.00	4,250.00	04/16/2014	
	200571	TASER SUPPLIES	03/28/2014	400.60	400.60	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127755:				4,650.60	4,650.60		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	033114	PREMIUMS	04/01/2014	199.82	199.82	04/01/2014	
Total 128033:				199.82	199.82		
QA BALANCE SERVICES INC							
8245							
	11419	LAB EQUIPMENT CALIBRATION	04/03/2014	552.00	552.00	04/16/2014	
Total 8245:				552.00	552.00		
R & A SAFETY							
127690							
	2096	RANDOM TESTING	03/24/2014	60.00	60.00	04/16/2014	
	2096	RANDOM TESTING	03/24/2014	30.00	30.00	04/16/2014	
	2096	RANDOM TESTING	03/24/2014	30.00	30.00	04/16/2014	
Total 127690:				120.00	120.00		
REITER, BRYAN							
129854							
	2014-3	REIMBURSE FOR TRAVEL	04/07/2014	112.00	112.00	04/16/2014	
	2014-3	REIMBURSE FOR BUILDING CO	04/07/2014	160.00	160.00	04/16/2014	
Total 129854:				272.00	272.00		
RIMROCK AUTO GROUP							
127678							
	5166081	HUB - WRONG PART D07 (CRE	03/26/2014	555.02-	.00		
Total 127678:				555.02-	.00		
RMC APWA							
129976							
	040714	APWA CONFERENCE (TRAININ	04/07/2014	250.00	250.00	04/16/2014	
	040714	APWA CONFERENCE (TRAININ	04/07/2014	335.00	335.00	04/16/2014	
Total 129976:				585.00	585.00		
ROCKY MOUNTAIN POWER							
7570							
	032614	UTILITIES	03/26/2014	200.04	200.04	04/16/2014	
	032614	UTILITIES	03/26/2014	257.69	257.69	04/16/2014	
Total 7570:				457.73	457.73		
ROGER'S SPORT CENTER							
124586							
	68070	SHEAR BOLTS FOR HONDA SN	03/28/2014	35.76	35.76	04/16/2014	
Total 124586:				35.76	35.76		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
S & S WORLDWIDE INC							
124166							
	8046673	EASTER PROGRAM - REC CEN	03/21/2014	799.56	799.56	04/16/2014	
Total 124166:				799.56	799.56		
SECRETARY OF STATE							
123386							
	040114	NORTARY FEE - TASA BROST	04/01/2014	30.00	30.00	04/16/2014	
Total 123386:				30.00	30.00		
SENSUS METERING SYST-DEPT 0800							
9060							
	DP14000223	SENSUS SUPPORT	03/24/2014	500.00	500.00	04/16/2014	
Total 9060:				500.00	500.00		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	040114	SMP WATER PURCHASES - MA	04/01/2014	94,359.54	94,359.54	04/16/2014	
Total 9130:				94,359.54	94,359.54		
SHOSHONE OFFICE SUPPLY							
9140							
	101878	MATERIAL & SUPPLIES	03/20/2014	40.22	40.22	04/16/2014	
	101923	SUPPLIES	03/24/2014	8.39	8.39	04/16/2014	
	101926	OFFICE SUPPLIES	03/24/2014	6.50	6.50	04/16/2014	
	101933	SUPPLIES	03/25/2014	6.04	6.04	04/16/2014	
	101947	MATERIAL & SUPPLIES	03/26/2014	23.83	23.83	04/16/2014	
	101972	SUPPLIES	03/28/2014	39.15	39.15	04/16/2014	
	101975	SUPPLIES	03/31/2014	4.99	4.99	04/16/2014	
	101987	COPIER PAPER	04/01/2014	468.08	468.08	04/16/2014	
	102021	TONER	03/24/2014	169.98	169.98	04/16/2014	
	102028	COLOR TONER (2)	03/25/2014	319.98	319.98	04/16/2014	
	102035	SUPPLIES	03/25/2014	30.75	30.75	04/16/2014	
	102048	SUPPLIES	03/27/2014	84.00	84.00	04/16/2014	
	102050	MATERIAL & SUPPLIES	03/27/2014	27.65	27.65	04/16/2014	
	102065	SUPPLIES	03/31/2014	10.45	10.45	04/16/2014	
	102074	OFFICE SUPPLIES	04/01/2014	16.75	16.75	04/16/2014	
	102078	COPIER PAPER - PD	04/01/2014	465.50	465.50	04/16/2014	
	102133	TONER	03/27/2014	77.59	77.59	04/16/2014	
	102139	OFFICE SUPPLIES	03/28/2014	80.48	80.48	04/16/2014	
Total 9140:				1,880.33	1,880.33		
STRANGE, CHRISTIE							
129978							
	7036013	REFUND UTILITY DEPOSIT	04/03/2014	55.31	55.31	04/16/2014	
Total 129978:				55.31	55.31		
SUMMIT HOUSING GROUP INC							
129979							
	884-3	REFUND EL FEES PERMIT 844-	04/04/2014	1,606.52	1,606.52	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129979:				1,606.52	1,606.52		
TCT WEST							
129905							
	040114	INTERNET - PARKS SHOP	04/01/2014	89.70	89.70	04/16/2014	
Total 129905:				89.70	89.70		
THE UPS STORE							
6240							
	4052	EVIDENCE SHIPPING	04/03/2014	13.44	13.44	04/16/2014	
	8936	EVIDENCE SUPPLIES	03/24/2014	9.30	9.30	04/16/2014	
	9129	SHIPPING - PD	03/27/2014	12.98	12.98	04/16/2014	
	9182	SHIPPING - PD	03/28/2014	10.94	10.94	04/16/2014	
	9393	WATER SAMPLE SHIPPING	04/01/2014	47.55	47.55	04/16/2014	
Total 6240:				94.21	94.21		
TRACTOR & EQUIPMENT CO							
9930							
	BLCS0564790	CUTTING EDGES	03/24/2014	393.68	393.68	04/16/2014	
	BLCS0564791	MAINFOLD BOLT & NUT - H06	03/24/2014	29.53	29.53	04/16/2014	
Total 9930:				423.21	423.21		
TRIPLE L SALES							
9980							
	I-29867	SEWER JET HOSE	03/12/2014	20.80	20.80	04/16/2014	
	I-29991	NEW BECK LAKE STRAINER , V	03/28/2014	142.40	142.40	04/16/2014	
Total 9980:				163.20	163.20		
U S BANK PURCHASE CARD							
129981							
	040714	REPLACE CIRCULATING FAN-G	04/07/2014	158.35	158.35	04/16/2014	
	040714	BATTERIES FOR GREENHOUS	04/07/2014	7.99	7.99	04/16/2014	
	040714	ARBOR DAY DOOR PRIZES	04/07/2014	77.66	77.66	04/16/2014	
	040714	WOOD FOR ARBOR DAY DOOR	04/07/2014	203.89	203.89	04/16/2014	
	040714	SAFETY GLOVES / TARP REPAI	04/07/2014	7.99	7.99	04/16/2014	
	040714	SAFETY GLOVES / TARP REPAI	04/07/2014	8.99	8.99	04/16/2014	
	040714	SHOP SUPPLIES - OIL PAN FOR	04/07/2014	14.99	14.99	04/16/2014	
	040714	URINAL SCREENS FOR ALL FA	04/07/2014	41.04	41.04	04/16/2014	
	040714	TINY TOTS SUPPLIES	04/07/2014	15.69	15.69	04/16/2014	
	040714	KEYS FOR AUDITORIUM	04/07/2014	14.03	14.03	04/16/2014	
	040714	STAIN - EAGLE SCOUT PROJE	04/07/2014	259.98	259.98	04/16/2014	
	040714	PAINTING SUPPLIES - EAGLE S	04/07/2014	26.95	26.95	04/16/2014	
	040714	SAFETY SUPPLIES / SHOP SUP	04/07/2014	16.98	16.98	04/16/2014	
	040714	SAFETY SUPPLIES / SHOP SUP	04/07/2014	2.79	2.79	04/16/2014	
	040714	EQUIPMENT REPAIRS - FLOOR	04/07/2014	5.11	5.11	04/16/2014	
	040714	REPAIRS AT BALL FIELDS	04/07/2014	4.98	4.98	04/16/2014	
	040714	SUPPLIES TO REPAIR WINDOW	04/07/2014	13.97	13.97	04/16/2014	
	040714	UTILITIES	04/07/2014	21.00	21.00	04/16/2014	
	040714	WRPA MEETING EXPENSE	04/07/2014	12.25	12.25	04/16/2014	
	040714	NO SCHOOL PROGRAM ACTIVI	04/07/2014	28.39	28.39	04/16/2014	
	040714	PROGRAM SUPPLIES	04/07/2014	60.75	60.75	04/16/2014	
	040714	PROGRAM SUPPLIES	04/07/2014	156.50	156.50	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	040714	EQUIPMENT REPAIR	04/07/2014	53.99	53.99	04/16/2014	
	040714	BIRTHDAY PARTY EXPENSE	04/07/2014	21.99	21.99	04/16/2014	
	040714	BIRTHDAY PARTY EXPENSE	04/07/2014	39.41	39.41	04/16/2014	
	040714	EQUIPMENT REPAIR	04/07/2014	271.85	271.85	04/16/2014	
	040714	SUPPLIES	04/07/2014	49.11	49.11	04/16/2014	
	040714	SUPPLIES	04/07/2014	102.07	102.07	04/16/2014	
	040714	SUPPLIES	04/07/2014	22.30	22.30	04/16/2014	
	040714	DRILL BIT	04/07/2014	8.99	8.99	04/16/2014	
	040714	MAILING COST - MOSQUITO C	04/07/2014	9.95	9.95	04/16/2014	
	040714	SHOP SUPPLIES	04/07/2014	6.49	6.49	04/16/2014	
	040714	4 YDS SAND LEGION BALL INFI	04/07/2014	60.00	60.00	04/16/2014	
	040714	SAFETY GLOVES - RYAN	04/07/2014	6.49	6.49	04/16/2014	
	040714	EQUIPMENT REPAIR	04/07/2014	42.16	42.16	04/16/2014	
	040714	TV & WALL MOUNT FOR CONF	04/07/2014	624.98	624.98	04/16/2014	
	040714	VALVE PARTS	04/07/2014	15.98	15.98	04/16/2014	
	040714	CREDIT - SUPPLIES	04/07/2014	3.42	3.42	04/16/2014	
	040714	SUPPLIES IRRIGATION AND SI	04/07/2014	3.42	3.42	04/16/2014	
	040714	SUPPLIES IRRIGATION AND SI	04/07/2014	3.29	3.29	04/16/2014	
	040714	GLENDALE RESTROOM SINK R	04/07/2014	15.47	15.47	04/16/2014	
	040714	GLENDALE RESTROOM SINK R	04/07/2014	23.38	23.38	04/16/2014	
	040714	GLENDALE RESTROOM SINK R	04/07/2014	11.29	11.29	04/16/2014	
	040714	IRRIGATION SCHEDULING SUP	04/07/2014	17.15	17.15	04/16/2014	
	040714	IRRIGATION REPAIRS	04/07/2014	9.99	9.99	04/16/2014	
				<hr/>	<hr/>		
	Total 129981:			2,576.60	2,576.60		
				<hr/>	<hr/>		
	UNUM LIFE INS - LTD						
	127843						
	033114	LONG TERM DISABILITY - PRE	04/01/2014	2,849.20	2,849.20	04/01/2014	
				<hr/>	<hr/>		
	Total 127843:			2,849.20	2,849.20		
				<hr/>	<hr/>		
	UNUM LIFE INSURANCE - LIFE						
	127935						
	033114	PREMIUM	04/01/2014	1,681.99	1,681.99	04/01/2014	
				<hr/>	<hr/>		
	Total 127935:			1,681.99	1,681.99		
				<hr/>	<hr/>		
	V-1 PROPANE						
	10180						
	858214	PROPANE	03/04/2014	29.99	29.99	04/16/2014	
	858243	PROPANE	03/10/2014	23.99	23.99	04/16/2014	
	858254	PROPANE	03/11/2014	29.19	29.19	04/16/2014	
	858308	PROPANE	03/20/2014	55.19	55.19	04/16/2014	
	858354	PROPANE	03/28/2014	21.19	21.19	04/16/2014	
	858375	PROPANE	04/01/2014	32.39	32.39	04/16/2014	
				<hr/>	<hr/>		
	Total 10180:			191.94	191.94		
				<hr/>	<hr/>		
	VERIZON						
	124442						
	9722144700	IPADS - PD	03/20/2014	822.49	822.49	04/16/2014	
	9722144700	CELL PHONE SERVICE - WATE	03/20/2014	101.01	101.01	04/16/2014	
	9722144700	CELL PHONE SERVICE - ELECT	03/20/2014	156.57	156.57	04/16/2014	
	9722144700	CELL PHONE SERVICE - REC	03/20/2014	111.07	111.07	04/16/2014	
	9722144700	CELL PHONE SERVICE - FACILI	03/20/2014	75.95	75.95	04/16/2014	
	9722144700	CELL PHONE SERVICE - ADMIN	03/20/2014	65.07	65.07	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	9722144700	CELL PHONE SERVICE -W WA	03/20/2014	75.18	75.18	04/16/2014	
	9722144700	CELL PHONE SERVICE - PD	03/20/2014	557.76	557.76	04/16/2014	
	9722144700	CELL PHONE SERVICE - COMM	03/20/2014	101.01	101.01	04/16/2014	
	9722144700	CELL PHONE SERVICE - SANIT	03/20/2014	26.37	26.37	04/16/2014	
	9722144700	CELL PHONE SERVICE - STREE	03/20/2014	75.18	75.18	04/16/2014	
	9722144700	CELL PHONE SERVICE - PARK	03/20/2014	25.06	25.06	04/16/2014	
Total 124442:				2,192.72	2,192.72		
VISA 10280	MAR14-2700	UNIFORMS - PD	03/02/2014	99.14	99.14	04/16/2014	
	MAR14-5349	REPAIR BOSCH LOCATOR	04/02/2014	84.10	84.10	04/16/2014	
	MAR14-5349	REPAIR BOSCH LOCATOR	04/02/2014	347.02	347.02	04/16/2014	
	MAR14-5349	CALIBRATE BACKFLOW TEST	04/02/2014	142.60	142.60	04/16/2014	
	MAR14-5976	MEETING EXPENSE - MAYOR	04/02/2014	9.00	9.00	04/16/2014	
	MAR14-7438	TRAVEL EXPENSE - PD	04/02/2014	30.37	30.37	04/16/2014	
	MAR14-7438	TRAVEL EXPENSE - PD	04/02/2014	61.00	61.00	04/16/2014	
	MAR14-7438	TRAVEL EXPENSE - PD	04/02/2014	27.67	27.67	04/16/2014	
	MAR14-7438	TRAVEL EXPENSE - PD	04/02/2014	27.76	27.76	04/16/2014	
	MAR14-7438	TRAVEL EXPENSE - PD	04/02/2014	15.62	15.62	04/16/2014	
	MAR14-7438	TRAVEL EXPENSE - PD	04/02/2014	271.41	271.41	04/16/2014	
	MAR14-7438	TRAINING - C07	04/02/2014	550.00	550.00	04/16/2014	
	MAR14-7438	GASOLINE - PD	04/02/2014	34.00	34.00	04/16/2014	
	MAR14-7933	UNIFORMS - AQUATICS	04/02/2014	571.82	571.82	04/16/2014	
	MAR14-7933	TRAINING EXP - COMM DEV	04/02/2014	117.00	117.00	04/16/2014	
	MAR14-8401	LOG ME IN RENEWAL	04/02/2014	498.95	498.95	04/16/2014	
	MAR14-8401	MONITOR - COMM DEV	04/02/2014	239.48	239.48	04/16/2014	
	MAR14-8401	POSTAGE	04/02/2014	5.80	5.80	04/16/2014	
	MAR14-8419	AQUATICS	04/02/2014	127.49	127.49	04/16/2014	
	MAR14-8419	WILDERNESS FIRST AID	04/02/2014	70.50	70.50	04/16/2014	
	MAR14-8419	UNIFORMS - AQUATICS	04/02/2014	37.98	37.98	04/16/2014	
	MAR14-8419	ZUMBA	04/02/2014	30.00	30.00	04/16/2014	
	MAR14-8427	AMMUNITION - PD	04/02/2014	1,454.72	1,454.72	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	30.09	30.09	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	16.51	16.51	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	33.40	33.40	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	83.00	83.00	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	26.72	26.72	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	14.47	14.47	04/16/2014	
	MAR14-8427	TRAVEL EXPENSE - PD	04/02/2014	32.04	32.04	04/16/2014	
	MAR14-8435	EQUIPMENT REPAIR	04/02/2014	200.00	200.00	04/16/2014	
	MAR14-8435	CAR CHARGERS - IPADS - PD	04/02/2014	189.81	189.81	04/16/2014	
	MAR14-8435	SECURITY CAMERAS - MINI GO	04/02/2014	199.99	199.99	04/16/2014	
	MAR14-8435	AUDIO / VIDEO EQUIP - COUCIL	04/02/2014	84.72	84.72	04/16/2014	
	MAR14-8435	SPLITTER - COMPUTER	04/02/2014	14.23	14.23	04/16/2014	
	MAR14-8450	GASOLINE - PD	04/02/2014	71.51	71.51	04/16/2014	
	MAR14-8450	GASOLINE - PD	04/02/2014	64.29	64.29	04/16/2014	
	MAR14-8450	GASOLINE - PD	04/02/2014	40.80	40.80	04/16/2014	
	MAR14-8468	TRUCK REPAIR PARTS	04/02/2014	701.78	701.78	04/16/2014	
	MAR14-8468	TRUCK REPAIR PARTS	04/02/2014	143.40	143.40	04/16/2014	
	MAR14-8492	GASOLINE - COMM DEV	04/02/2014	180.11	180.11	04/16/2014	
	MAR14-8492	TRAVEL EXPENSE - COMM DE	04/02/2014	111.47	111.47	04/16/2014	
	MAR14-8492	TRAVEL EXPENSE - COMM DE	04/02/2014	399.50	399.50	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - SANITATIO	04/02/2014	36.90	36.90	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - SANITATIO	04/02/2014	31.77	31.77	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	13.58	13.58	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	36.40	36.40	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	46.90	46.90	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	22.00	22.00	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	25.73	25.73	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	16.27	16.27	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	189.00	189.00	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - EL	04/02/2014	189.00	189.00	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - ST	04/02/2014	48.14	48.14	04/16/2014	
	MAR14-8824	TRAVEL EXPENSE - ST	04/02/2014	26.12	26.12	04/16/2014	
	MAR14-9433	AQUATICS PROGRAMS	04/02/2014	39.41	39.41	04/16/2014	
	MAR14-9433	AQUATICS PROGRAMS	04/02/2014	62.44	62.44	04/16/2014	
	MAR14-9433	AQUATICS PROGRAMS	04/02/2014	189.00	189.00	04/16/2014	
	MAR14-9433	AQUATICS PROGRAMS	04/02/2014	146.59	146.59	04/16/2014	
Total 10280:				8,610.52	8,610.52		
WAL MART COMMUNITY BRC							
10330							
	009395	ZIP DRIVES	03/28/2014	33.94	33.94	04/16/2014	
	01756	MEETING SUPPLIES	03/26/2014	62.41	62.41	04/16/2014	
	07031	OFFICE / SQUAD ROOM SUPPL	04/04/2014	201.27	201.27	04/16/2014	
Total 10330:				297.62	297.62		
WATCO POOLS							
10370							
	17598	POOL CHEMICALS	03/19/2014	614.36	614.36	04/16/2014	
Total 10370:				614.36	614.36		
WAYNE'S BOOT SHOP							
10430							
	12635	SAFETY BOOTS - RON MILLER	03/27/2014	180.00	180.00	04/16/2014	
	12641	SAFETY BOOTS - HARVEY BRE	03/31/2014	420.00	420.00	04/16/2014	
Total 10430:				600.00	600.00		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4048450	SYSTEM REPAIRS	03/25/2014	237.00	237.00	04/16/2014	
Total 10605:				237.00	237.00		
WHOLE FOODS TRADING CO							
129977							
	1205018	REFUND UTILITY DEPOSIT	04/03/2014	663.36	663.36	04/16/2014	
	1208024	REFUND UTILITY DEPOSIT	04/03/2014	120.09	120.09	04/16/2014	
Total 129977:				783.45	783.45		
WOODWARD TRACTOR CO							
10660							
	85480	EXCAVATOR RENTAL	03/25/2014	351.88	351.88	04/16/2014	
	89471	CHAIN / T - WRENCH	03/24/2014	19.97	19.97	04/16/2014	
	89635	HYDRAULIC HOSE - C06	04/01/2014	73.78	73.78	04/16/2014	
	89637	HYD HOSE - C06	04/01/2014	63.93	63.93	04/16/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 10660:				509.56	509.56		
WYOMING ASSN OF MUNICIPALITIES							
10770							
	13524	MEETING EXPENSE - MAYOR B	03/31/2014	15.00	15.00	04/16/2014	
Total 10770:				15.00	15.00		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	033114	CONTRIBUTIONS	04/01/2014	7,472.22	7,472.22	04/01/2014	
	033114	CONTRIBUTIONS	04/01/2014	14.04	14.04	04/01/2014	
Total 10670:				7,486.26	7,486.26		
WYOMING DEPT OF HEALTH							
128921							
	I0002050	BAC T SAMPLE TESTING - MAR	04/01/2014	80.00	80.00	04/16/2014	
Total 128921:				80.00	80.00		
WYOMING HOME & RANCH							
129698							
	11-168	BIT FOR DOOR HINGES	03/21/2014	2.49	.00		
	11-168	BIT FOR DOOR HINGES - CRED	03/21/2014	2.49-	.00		
	38391	BRUSH TRIMMER & SHOVELS	03/21/2014	112.94	112.94	04/16/2014	
Total 129698:				112.94	112.94		
WYOMING LAW ENFORCEMENT ACADEMY							
10900							
	S-8573	LEADERSHIP TRAINING	02/28/2014	1,275.00	1,275.00	04/16/2014	
Total 10900:				1,275.00	1,275.00		
WYOMING MUNICIPAL POWER AGENCY							
10920							
	033114	POWER PURCHASE - MAR 2014	03/31/2014	729,656.42	.00	04/08/2014	
	033114	POWER PURCHASE - MAR 2014	03/31/2014	729,656.42-	.00		
	33114	POWER PURCHASE - MAR 2014	03/31/2014	729,565.42	729,565.42	04/16/2014	
Total 10920:				729,565.42	729,565.42		
WYOMING RETIREMENT SYSTEM							
10950							
	033114	CONTRIBUTIONS -	04/01/2014	60,210.43	60,210.43	04/01/2014	
Total 10950:				60,210.43	60,210.43		
YELLOWSTONE REGIONAL AIRPORT							
11150							
	040114	APRIL FUNDING	04/01/2014	12,725.08	12,725.08	04/16/2014	
Total 11150:				12,725.08	12,725.08		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Grand Totals:				<u>1,217,910.28</u>	<u>1,218,494.40</u>		

Payroll total \$217,068.85

Grand Total \$1,435,563.25

Report Criteria:

- Detail report.
 - Invoices with totals above \$0 included.
 - Paid and unpaid invoices included.
-



WYOMING
ASSOCIATION
OF MUNICIPALITIES

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

MEMORANDUM

TO: All Mayors

FROM: Ginger Newman, Director of Communications and Training *gn*

SUBJECT: Voting Delegates for the 2014 WAM Convention

DATE: March 13, 2014

We are requesting that your municipality's governing body appoint its **OFFICIAL VOTING DELEGATE** and **alternate** to WAM's Convention Business Meeting, held Saturday, June 14, 2014 in Casper. **Any** individual member of the association is entitled to speak during the June business meeting. However when a vote is taken on any action the official voting delegate, or the alternate, is the **only one allowed to vote** for the city or town. Any elected or appointed official/staff may be designated by the city/town as its official voting delegate.

Please complete the attached form and mail/fax it to WAM by Friday, May 23. We appreciate your cooperation and prompt action on this matter to insure that each municipality is represented by a person who has been duly authorized by your governing body to take an active role in the business meeting.

If you find your official delegate is not able to attend the convention at the last moment, you may re-appoint someone else. In order for this change to be accepted we do need the change **in writing**. You may send/fax it to the WAM office by Friday, June 6 or your voting delegate may bring the written change/authorization to convention and submit it to the WAM registration desk **by Friday, June 13 before 12:00n.** After that time, changes will not be accepted.

Please contact us with any questions.

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

**WYOMING ASSOCIATION OF MUNICIPALITIES
2014 WAM ANNUAL CONVENTION
OFFICIAL VOTING DELEGATE FORM**

The following person has been selected as the *Official Voting Delegate* for the 2014 WAM Convention Business Meeting in Casper, Saturday, June 14, 2014.

City/Town: _____

Name: _____

Title: _____

Alternate Delegate will be: _____

Title: _____

Date Approved by the City/Town Council: _____

Attest: _____ (City/Town Clerk)

PLEASE MAIL/FAX TO WAM NO LATER THAN MAY 23, 2014

315 West 27 Street, Cheyenne, WY 82001

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

Email to Earla Checchi at: checchi@wyomuni.org

MEETING DATE: APRIL 15, 2014
DEPARTMENT: PARKS, RECREATION, & PUBLIC
FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER, DIRECTOR

July 4th, 2014 Wild West Extravaganza Agreement Transfer

Action to be taken

Request that City Council approves a transfer of the 2014 July 4, agreement for the Wild West Extravaganza festival from Becky Kinkade to her brother Jerry Kinkade. Approve the Mayor to sign and enter into a one-year agreement with Jerry Kinkade, to conduct the July 4th event at City Park on July 2, 3, and 4 in year 2014.

Summary

The action is requested based on family concerns for Becky's ability to conduct a successful event this July 4th. Jerry is willing to honor Becky's obligations to vendors and coordinate the event this year. If approved this agreement with Jerry Kinkade will nullify the previous agreement made with Becky Kinkade approved on March 18, 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, 2014. 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 1, 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 the listed terms to Jerry Kinkade for July 2nd - 4th, 2014.
2. Deny the request.

RECOMMENDATION

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

AGENDA & SUMMARY REPORT TO:

Jerry Kinkade
1901 Sheridan Ave
Cody, Wyoming, USA 82414578-7040

April 15, 2014

Jerry Kinkade
1901 Sheridan Ave
Cody, Wyoming, USA 82414

During the April 15, 2014 City Council meeting, City Council approved the street closures of 10th Street between Beck and Sheridan Avenues; and closing the north side of Beck Avenue between 9th and 10th Streets for either vendors or vendor parking. The closure includes a City Park exclusive use permit with the following conditions. This agreement has been approved by City Council action to be in effect for 2014. The event will take place on July 2, 3, and 4.

Conditions of the Agreement

The Promoter will:

1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay \$50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must also follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the festival before October 1st, 2014. 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 for a transient merchant license. The promoter is responsible to pay the City a \$25 permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c(3) status.
12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1st, of each contract year.

I acknowledge receipt of the above conditions for the 2014, Wild West Extravaganza and street closures.

Jerry Kinkade, Date

Nancy Tia Brown, Date
City of Cody Mayor

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

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council _____

Organization Represented Cody Vol. Fire Dept

Date you wish to appear before the Council _____

Mailing Address _____ Telephone 272-2024

E-Mail Address Cody Fire School @ Park County. us

Preferred form of contact: Telephone E-Mail _____

Names of all individuals who will speak on this topic _____

Event Title (if applicable) Cody Fire School

Date(s) of Event (if applicable) 5/2- 5/4

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We would like to close 11th St, between Sheridan & Beck, on Sat May 3rd & Sun May 4th. This is in front of the fire station and will create a safe environment for students participating in Cody Fire School. Also, the closure will reduce congestion as students both load on, and disembark, from busses.
Which City employee(s) have you spoken to about this issue? _____

Signature Slim Cook Date 5/4/14

MEETING DATE: APRIL 15, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT AWARD BID 2014-01

16TH STREET & STAMPEDE STORM DRAIN & TREATED WATER EXT.

ACTION:

Award Bid No. 2014-17 to Harris Trucking and Construction and authorize the Mayor to enter into and sign a contract with Harris Trucking and Construction after all contracts documents have been completed and approved. The total of the Harris Bid was \$429,745.50.

SUMMARY:

On April 9, 2014, bids for Bid No. 2014-01, 16th Street and Stampede Storm Drainage and Treated Water Extensions, were opened and publicly read aloud. The City received two (2) bids from the following companies: Harris Trucking and Construction Company and Hinkley James (Cowely). The apparent low bidder was Harris Trucking and Construction in the amount of \$429,745.50.

This funding for this project is allocated from the General Fund, the Water Enterprise Fund.

FISCAL IMPACT

In 2013, the Council authorized a \$429,324 grant application to the State Lands and Investment Board for a storm drainage and water project on 16th Street from North Park to Stampede. The grant application requested 50% funding with a 50% match from the City. Council authorized the expenditure of \$299,324 from the Streets General Fund and \$130,000 from the Water Enterprise Fund. The City will be reimbursed \$214,662 from the State Lands and Investment Board.

The Professional Services Contract with EA is for a Not-to-Exceed price of \$59,750.

Despite the large difference between the 1st and 2nd bidder, the bid still came in higher than anticipated when the grant was applied for. Assuming all goes as planned and we include the cost of engineering with the bid, the project is expected to be about \$58,172 over the projected budget. Combined, the City had a \$30,526 savings on the two parking lot projects and we are anticipating a large savings in the Maintenance and Repairs Systems budget to cover another \$17,500 the remaining monies will come from the Water Enterprise Account. This plan will require line item transfers within the perspective budgets to accommodate the project, but no budget amendment.

ALTERNATIVES

1. Award Bid No. 2014-01 to Harris Trucking and Construction in the amount of \$429,745.50.
2. Reject all bids and re-bid the project as allowed by the bid advertisement

RECOMMENDATION

Staff recommends that the Council awards Bid No. 2014-01 to Harris Trucking and Construction and authorize the Mayor to enter into and sign a contract with Harris Trucking and Construction after all contracts documents have been completed and approved.

AGENDA ITEM NO. _____

ATTACHMENTS

Bid Tab

AGENDA & SUMMARY REPORT TO:

Harris Trucking and Construction

Brittain's Farming and Hauling

Wilson Construction

PROJECT: 16TH Street @ Stampede Storm Drain & Treated Water Extensions
 OWNER: CITY OF CODY
 BID DATE: 4/9/14

JOB#: 14023.00

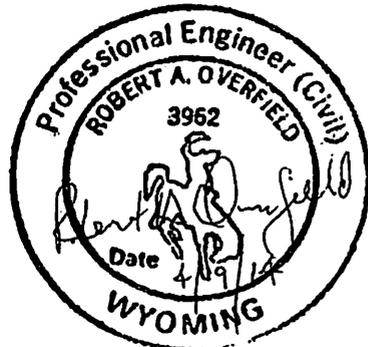
BID ITEM NO.	DESCRIPTION	UNITS	EST. QTYS.	ENGINEER'S ESTIMATE		HARRIS TRUCKING		HINCKLEY-JAMES	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$30,000.00	\$30,000.00	\$25,390.00	\$25,390.00	\$66,132.74	\$66,132.74 *
2	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00 *
3	MAP BURIED UTILITY	EA	50	\$100.00	\$5,000.00	\$52.50	\$2,625.00	\$150.00	\$7,500.00 *
4	STORM WATER PERMIT- CONSTRUCTION ACTIVITIES	LS	1	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00	\$8,500.00	\$8,500.00
5	SAW CUT - ASPHALT	LF	590	\$2.00	\$1,180.00	\$2.00	\$1,180.00	\$2.25	\$1,327.50 *
6	SAW CUT - CONCRETE	LF	85	\$8.00	\$680.00	\$6.00	\$510.00	\$5.50	\$467.50 *
7	ASPHALT REMOVAL	SF	36,600	\$0.50	\$18,300.00	\$0.25	\$9,150.00	\$0.42	\$15,372.00 *
8	CURB & GUTTER REMOVAL	LF	280	\$7.00	\$1,960.00	\$6.00	\$1,680.00	\$10.00	\$2,800.00 *
9	DOUBLE GUTTER REMOVAL	LF	50	\$8.00	\$400.00	\$5.00	\$250.00	\$15.00	\$750.00 *
10	SIDEWALK REMOVAL	SF	340	\$2.30	\$782.00	\$3.00	\$1,020.00	\$2.50	\$850.00 *
11	ALLEY APRON REMOVAL	SF	130	\$6.50	\$845.00	\$6.00	\$780.00	\$15.00	\$1,950.00 *
12	WHEELCHAIR RAMP REMOVAL	EA	3	\$500.00	\$1,500.00	\$504.00	\$1,512.00	\$500.00	\$1,500.00 *
13	STORM DRAIN REMOVAL - 15" DIA & 18" ARCH	LF	65	\$45.00	\$2,925.00	\$15.30	\$994.50	\$25.00	\$1,625.00 *
14	STORM DRAIN REMOVAL - 24" CMP	LF	770	\$10.00	\$7,700.00	\$8.25	\$6,352.50	\$25.00	\$19,250.00 *
15	EXCAVATION	CY	2,000	\$13.50	\$27,000.00	\$12.90	\$25,800.00	\$15.00	\$30,000.00 *
16	CEMENT TREATED BACKFILL - TYPE 2	CY	100	\$60.00	\$6,000.00	\$63.10	\$6,310.00	\$75.00	\$7,500.00 *
17	CROSS UNDER BURIED UTILITY	EA	35	\$175.00	\$6,125.00	\$111.50	\$3,902.50	\$350.00	\$12,250.00 *
18	LOWER EXISTING TREATED WATER LINE	EA	1	\$1,500.00	\$1,500.00	\$2,845.00	\$2,845.00	\$12,200.00	\$12,200.00 *
19	LOWER EXISTING TREATED WATER SERVICE	EA	1	\$1,000.00	\$1,000.00	\$1,042.00	\$1,042.00	\$5,500.00	\$5,500.00 *
20	ADJUST EXISTING VALVES	EA	6	\$350.00	\$2,100.00	\$400.50	\$2,403.00	\$500.00	\$3,000.00 *
21	ADJUST EXISTING MANHOLES	EA	3	\$500.00	\$1,500.00	\$400.00	\$1,200.00	\$500.00	\$1,800.00
22	RELOCATE EXISTING 12" RAW WATER	EA	1	\$1,200.00	\$1,200.00	\$3,596.00	\$3,596.00	\$3,200.00	\$3,200.00 *
23	CRUSHED BASE GRADING W	CY	710	\$23.00	\$16,330.00	\$24.25	\$17,217.50	\$26.30	\$18,673.00 *
24	4" MINUS PIT RUN SUBBASE	CY	1,400	\$18.00	\$25,200.00	\$18.00	\$25,200.00	\$24.50	\$34,300.00 *
25	ASPHALT BINDER PG 58-28	TON	45	\$680.00	\$30,600.00	\$1.00	\$45.00	\$622.57	\$28,015.65 *
26	HOT PLANT MIX BITUMINOUS PAVEMENT (1/2" MAX)	TON	670	\$77.00	\$51,590.00	\$92.00	\$61,640.00	\$59.00	\$39,530.00 *
27	BASIC MANHOLE (72" DIA.)	EA	2	\$7,000.00	\$14,000.00	\$7,221.00	\$14,442.00	\$9,375.00	\$18,750.00 *
28	ADDITIONAL MANHOLE (72" DIA.)	VF	7	\$450.00	\$3,150.00	\$395.00	\$2,765.00	\$635.30	\$4,447.10 *
29	BASIC MANHOLE (84" DIA.)	EA	1	\$7,500.00	\$7,500.00	\$11,550.00	\$11,550.00	\$14,913.74	\$14,913.74 *
30	ADDITIONAL MANHOLE (84" DIA.)	VF	3	\$575.00	\$1,725.00	\$650.00	\$1,950.00	\$845.00	\$2,535.00 *

PROJECT: 16TH Street @ Stampede Storm Drain & Treated Water Extensions
 OWNER: CITY OF CODY
 BID DATE: 4/9/14

JOB#: 14023.00

BID ITEM NO.	DESCRIPTION	UNITS	EST. QTY.	ENGINEER'S ESTIMATE		HARRIS TRUCKING		HINCKLEY-JAMES	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
31	MANHOLE SURFACE PAD	EA	6	\$650.00	\$3,900.00	\$580.00	\$3,480.00	\$650.00	\$3,900.00 *
32	6" PVC C900 CLASS 165 DR25 WATER PIPE	LF	660	\$32.00	\$21,120.00	\$25.50	\$16,830.00	\$80.00	\$63,360.00
33	6" X 6" WET TAP	EA	1	\$5,000.00	\$5,000.00	\$2,588.00	\$2,588.00	\$3,000.00	\$3,000.00 *
34	6" FIRE HYDRANT	EA	1	\$2,750.00	\$2,750.00	\$3,445.00	\$3,445.00	\$5,500.00	\$5,500.00 *
35	6" MJ GATE VALVE	EA	5	\$1,000.00	\$5,000.00	\$1,313.00	\$6,565.00	\$1,500.00	\$7,500.00 *
36	6" X 6" X 6" MJ DI TEE	EA	2	\$350.00	\$700.00	\$442.00	\$884.00	\$800.00	\$1,600.00 *
37	GATE VALVE SURFACE PAD (EXTRAS)	EA	6	\$200.00	\$1,200.00	\$192.00	\$1,152.00	\$1,125.00	\$6,750.00 *
38	DISINFECT 6" DIAMETER PIPE - WATER LINE	LF	660	\$1.00	\$660.00	\$0.50	\$330.00	\$10.00	\$6,600.00 *
39	36" PVC STORM DRAIN - PS 46	LF	875	\$150.00	\$131,250.00	\$109.75	\$96,031.25	\$115.00	\$100,625.00 *
40	24" PVC STORM DRAIN - PS 46	LF	8	\$112.00	\$896.00	\$214.50	\$1,716.00	\$107.00	\$856.00 *
41	15" PVC SDR 35	LF	50	\$80.00	\$4,000.00	\$45.75	\$2,287.50	\$80.00	\$4,000.00 *
42	2.5' X 6.5' X 8' DEEP INLET BOX	EA	1	\$7,500.00	\$7,500.00	\$11,137.50	\$11,137.50	\$15,775.00	\$15,775.00 *
43	2.5' X 3' X 4.5" DEEP INLET BOX	EA	3	\$3,700.00	\$11,100.00	\$4,305.75	\$12,917.25	\$5,500.00	\$16,500.00 *
44	PLUG EXISTING 15" & 18" RCP STORM DRAIN	EA	3	\$150.00	\$450.00	\$177.00	\$531.00	\$500.00	\$1,500.00 *
45	4" SCHED 40 BURIED CONDUIT	LF	710	\$20.00	\$14,200.00	\$12.00	\$8,520.00	\$12.00	\$8,520.00 *
46	RECONSTRUCT EXISTING MANHOLE WALL	EA	2	\$500.00	\$1,000.00	\$900.00	\$1,800.00	\$2,700.00	\$5,400.00 *
47	CURB & GUTTER	LF	280	\$25.00	\$7,000.00	\$24.00	\$6,720.00	\$34.00	\$9,520.00 *
48	DOUBLE GUTTER	LF	50	\$17.25	\$862.50	\$22.00	\$1,100.00	\$36.00	\$1,800.00 *
49	4-INCH THICK SIDEWALK	SF	440	\$6.90	\$3,036.00	\$4.35	\$1,914.00	\$5.50	\$2,420.00 *
50	ALLEY APRON	SF	130	\$9.00	\$1,170.00	\$6.00	\$780.00	\$6.00	\$780.00 *
51	WHEELCHAIR RAMP	EA	3	\$1,250.00	\$3,750.00	600.00	\$1,800.00	1,200.00	\$3,600.00 *
52	LOCAL DEPRESSION	EA	6	\$500.00	\$3,000.00	452.50	\$2,715.00	300.00	\$1,800.00 *
** INDICATES A MATHEMATICAL ERROR									
				TOTAL BID:	\$604,336.50		\$429,745.50		

Calc. Bid Amnt: \$645,945.23
 Bid: \$762,102.28 *
 Difference: (\$116,157.05)



MEETING DATE: APRIL 15, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMINISTRATIVE SERVICE OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for New Restaurant License

ACTION TO BE TAKEN:

Approve a new restaurant license requested by Antonio & Norma Jurado dba Norma's Mexi Can to 2101 Roger Sedam Drive, Cody, effective April 16, 2014.

SUMMARY OF INFORMATION:

Antonio and Norma Jurado have requested new restaurant license for Norma's Mexi Can located at 2101 Roger Sedam Drive, Cody. If approved, the restaurant license held at 2425 Big Horn Avenue would no longer be an active per State Statute. Jurado's are aware of this requirement/

FISCAL IMPACT

If approved, the City of Cody would receive a prorated fee of \$250.00

ALTERNATIVES

1. Approve the new restaurant liquor license.
2. Deny the new restaurant liquor license

ATTACHMENTS

State of Wyoming Liquor License application and required attachments

AGENDA & SUMMARY REPORT TO:

Antonio & Norma Jurado 307-587-5108

AGENDA ITEM NO. _____

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

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

Date Filed: 3, 17, 14

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ <u>250.00</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected:	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>260.00</u>	\$ _____

Required Attachments Received: Yes

Advertising Dates(4): 3/20, 3/27, 4/3 & 4/10/14

Hearing Date: 4/15/14

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 _____

Applicant: Antonio Jurado & Norma Jurado

Trade Name (dba): Norma's Mexican

Premise Address: 2101 ROGER SEWAN DR
Number & Street

Cody WY 82414
City State Zip County

Mailing Address: 539 Tower Blvd
Number & Street or P.O. Box

Bowell WY 82435
City State Zip

Business Telephone Number: (307) 587-5108

Fax Number: () _____

E-Mail Address: _____

For the license term: 4 16 2014
Month Day Year

Through: 7 31 2014
Month Day Year

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW (TRANSFER LOCATION)</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input type="checkbox"/> on-premise only <input type="checkbox"/> off-premise only <input type="checkbox"/> combination on/off premise</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Sun - Sat</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>7a - 11pm</u></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. Location of License:

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

9x9 ROOM LOCATED OF MAIN DINING AREA

(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:

YELLOWSTONE REGIONAL AIRPORT TERMINAL BUILDING

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 3-31-2017 located on page 4 paragraph 1 of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page _____ paragraph _____ 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)
- If "YES", explain: _____
- YES NO

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(i) 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:

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license? W.S. 12-4-412(b)(iii)
- YES NO

If "YES", please specify type: Microbrewery Winery Retail Restaurant Resort Bar 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 is made by more than one individual or by a partnership. **If the application is for a Club:** State the name, date of birth and residence of each officer.

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

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

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

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

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)
COUNTY OF Park) SS.

Before Me, NANCEY LEE BLAIR, (specify) a Notary Public, Officer authorized to administer oaths in and for PARK County, State of Wyoming, personally appeared

Antonio Jurado name he/she being first duly sworn by me upon his oath, says that the facts alleged in the foregoing instrument are true.

(Seal)



- 1. Antonio Jurado
- 2. _____
- 3. _____
- 4. _____

My Commission expires: 12/16/2017

Witness my hand and official seal:

Nancey Lee Blair
(Notary Public or other officer authorized to administer oaths)

Title _____

Dated: 03/14/2014

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).
- (5) Include a drawing of the dispensing room. W.S. 12-5-201(a).
- (6) 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.
- (7) If transfer, a form of assignment from current licensee, allowing transfer W.S. 12-4-601(b).

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

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

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
Agent:		
Chief:		
Acct.:		

RESTAURANT LEASE

This restaurant lease ("Lease") made and entered into as of March 13, 2014, by and between the Yellowstone Regional Airport Joint Powers Board ("Lessor") and Norma and Antonio Juardo ("Lessee").

Lessor is authorized to demise and lease to Lessee the restaurant area in the terminal building at Yellowstone Regional Airport, 2101 Roger Sedam Drive, Cody, Wyoming 82414 ("Leased Premises"), as depicted on the attached diagram marked Exhibit A, which is incorporated herein, and which equipment may be replaced from time to time during the term of this Lease. It is anticipated by the parties that the Leased Premises may also include a limited service post-security kiosk for the customer service benefit of airport passengers.

Lessee is a qualified operator of airport concessions and desires to lease from Lessor the Leased Premises.

In consideration of the rents, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Term and Termination.

The term of the lease shall commence on April 1, 2014.

The Effective Date may commence on another date, and other conditions, if so agreed between the parties ("Alternative Effective Date").

The term of the Lease shall expire on March 31, 2017 (unless otherwise terminated or cancelled as herein provided.)

This Lease may be terminated by Lessee, without cause, upon the provision to Lessor of at least ninety (90) days written notice of such termination. In the event of such termination by Lessee, Lessee shall continue to operate the restaurant pursuant to this Lease until the ninety (90) days has expired.

2. Rent.

Lessee agrees to pay Lessor for the use of the Leased Premises:

Effective May 1, 2014 through March 2017 a monthly rent amount of \$250 and 3% of

monthly sales over \$15,000. This amount includes utilities charges. Telephone and internet service is the responsibility of Lessee.

Lessee agrees to pay Lessor rent due for the month of sales no later than the fifteenth (15th) of the following month. Any monthly rental payment not made by the fifteenth day of the month of payment shall be subject to a late payment penalty of five percent (5.0%) APR. Lessee shall use the form attached as Exhibit D, herein incorporated by reference, when submitting the monthly rent due to Lessor.

Lessee further covenants and agrees to make available, on at least ten (10) business days written notice by Lessor, its books of accounts regarding sales at the Leased Premises relevant to a determination of Lessee's monthly gross revenues.

3. Maintenance and Repairs.

Lessee will notify Lessor within thirty (30) days of Effective Date (or Alternative Effective Date as the case may be) of its acceptance of the equipment listed in Exhibit B after review and inspection, and upon that acceptance agrees to perform preventative maintenance in accordance with the attached schedule Exhibit C, herein incorporated by reference, and will keep the equipment in good order. Any equipment repair or replacement, after Lessee acceptance, that is necessary due to non-performance or preventative maintenance as outlined in the attached schedule will be the sole responsibility of Lessee. Replacement of any equipment due to the expiration of that equipment's useful life shall be the obligation of Lessor. Lessor will use its good faith efforts to obtain warranties and guarantees of the equipment. Lessee will use its good faith efforts to not violate those warranties and guarantees.

Upon termination of this Lease, Lessee shall return equipment and Leased Premises to Lessor in as good condition as when received, reasonable wear and tear excepted.

Lessor agrees to provide maintenance and upkeep on the exterior portion of the terminal building and fixtures and finishes within the Leased Premises. Lessee shall replace all broken glass and repair all personal property damages which result from the negligence of the Lessee, Lessee's agents, employees, or business invitees. Repairs of damage to the Leased Premises caused by Lessee's improper use of Lessor's equipment and/or fixtures, set forth in Exhibit B, or shall become inoperable and economically not repairable, through no fault on the part of Lessee, then Lessor shall immediately, upon written request, replace such equipment and/or fixture.

Lessee is solely responsible for the performance of all routine cleaning and janitorial services required on the Leased Premises, including but not limited to kitchen and kitchen equipment, interior windows, floors and carpets, window blinds and curtains. Any extraordinary cleaning or repairs due to conditions outside the Leased Premises impacting the Leased Premises shall be the responsibility of Lessor.

4. Business Hours.

Lessee agrees to have the restaurant open for business at least one (1) hour prior to the first scheduled flight departure and thirty (30) minutes prior to the last scheduled departure, unless other hours are mutually agreed upon by both parties.

Closing for holidays or special situations, or adjustment of hours of operation shall be subject to mutual agreement between Lessee and Lessor, with strong consideration that, due to the fluctuations in demand, Lessor and Lessee will use their best efforts to coordinate the balance between customer service needs and operational costs regarding business hours of operation.

5. Use of the Leased Premises.

Lessee covenants and agrees to use the Leased Premises as a restaurant and to make no unlawful use thereof and to keep the same in a clean and orderly condition at all times. It is agreed that the restaurant will provide on-premises food, drink and retail, and that off-site catering and post-security kiosk may be supported from the Leased Premises.

Except for materials related to the business of Lessee, Lessee agrees not to post any flyers, posters, handbills, or advertisement on the windows of the Leased Premises without the prior written consent of Lessor.

Lessee will be permitted to provide reasonable entrance signage, such signage shall be subject to Lessor's design standards. Lessor shall provide directional and exterior/interior signage at the airport that will notify the public of the restaurant location.

Lessee shall comply with all applicable laws, rules and regulations of any governmental agency, including Lessor, having jurisdiction at the airport or on airport premises. Such airport rules and regulations shall not be unjustly discriminatory.

6. Liquor.

The sale of liquor on the Leased Premises is permitted at Lessee's option. Should Lessee elect to sell liquor within the Leased Premises, Lessee shall be solely responsible for obtaining any required liquor license or permits. Lessee is responsible for providing any necessary signage required by any agency as a condition of the sale of liquor on the Leased Premises. Any sale of liquor shall be in a manner and of a type that does not prevent minors from entering the Leased Premises.

Should Lessee elect to sell liquor, Lessee shall obtain a liquor liability insurance policy in an amount of at least \$1 million for each occurrence. Lessee shall furnish Lessor with a certificate of insurance which provides that Lessor is an additional insured under the insurance policy and that the policy cannot be cancelled or materially modified without written notice to Lessor.

7. Independent Contractor.

Lessee is an independent contractor and is responsible for his employees' and agents' benefits and taxes, and Lessee shall not be considered an employee or agent of Lessor. Lessor shall not be responsible for payment of Lessee's employees' benefits or taxes.

8. Indemnification and Limits of Liability.

Lessee agrees to indemnify and hold Lessor harmless from all liability or losses for injuries to persons or damages to property arising out of or resulting from Lessee's use or occupancy of the Leased Premises (including equipment), provided however, that Lessee shall not be required to indemnify and hold Lessor harmless from any liability or losses or damages due to the willful misconduct or negligence of Lessor.

Lessee shall be required to carry liability insurance coverage and Lessee's liability shall be limited to the policy limits of each of those respective policies. In no event shall Lessee be subject to incidental, consequential, or other economic damages, even if advised of such damages.

9. Insurance.

Lessee shall carry public liability insurance with responsible insurance underwriters qualified to transact business in the State of Wyoming, insuring Lessor and Lessee as

their interest may appear against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Lessee's use and occupancy of the Leased Premises or otherwise caused by Lessee's activities and operations on and from the airport, with liability limits of not less than \$1 million for each occurrence, and \$2 million in the aggregate.

Lessee shall furnish Lessor with a certificate of insurance which shall provide that Lessor is an additional insured under said insurance policy and that the policy cannot be cancelled or materially modified without written notice to Lessor.

10. Subordination.

This lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States of America, the State of Wyoming, or any agency instrumentally thereof relative to the operation or maintenance of such premises. In the event of Lessee's disruption, due to such federal or state action, Lessor and Lessee shall agree to such reasonable compensation due Lessee.

11. Quiet Enjoyment.

Lessor covenants for itself, its successors and assigns that Lessee, upon payment of rental and performance of Lessee's other covenants herein, may peacefully and quietly have, hold, and enjoy the Leased Premises during the term thereto.

12. Default.

If either party fails to keep and perform or violates any of the covenants, conditions and stipulations of this lease and fails to correct or cure such defaults within forty-five (45) days after written notice thereof by the non-defaulting party, then and in such an event, the non-defaulting party at its election, may terminate this lease. The right of termination shall not be exclusive and each party shall have such other rights and remedies as may be provided herein or as may be provided by law, for the enforcement of each party's rights.

13. Waiver.

The waiver by either party of any breach of any covenant, condition or stipulation contained herein shall not be taken to be a waiver of any subsequent breach of the same or any other covenant, condition or stipulation.

14. Non-discrimination.

Lessee assures that no persons shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from receiving the services or benefits of any program or activity covered by this subject. This lease is also subject to the requirements of the U.S. Department of Transportation's regulations, 40 CFR Part 23, and Subpart F. The Lessor agrees that it will not discriminate against any Lessee because of the owner's race, color, national origin, or sex in connection with the award or performance of any Lease covered by 49 CFR Part 23, Subpart F.

15. Assignment.

Lessee shall not assign this lease nor sublet all or any part of the Leased Premises without prior written consent of the Lessor, except in the case of an assignment to an affiliate, parent, or subsidiary organization of Lessee.

16. Additional Conditions.

- a. Lessee shall allow Lessor to enter the premises at any reasonable time during and after business hours for the purpose of inspecting, repairing, maintaining, making alterations and additions to any portion of the Leased Premises and for security or emergency purposes.
- b. Lessor shall have the responsibility for maintenance of the structure and fixtures contained in the Leased Premises, including the replacement of light bulbs and ceiling tiles.
- c. Lessor shall pay for all utilities charges for the Lease Premises, including gas, water, and electricity.

confiscation of the Leased Premises for a major accident or incident at the airport, Lessor shall compensate Lessee at the rate of \$350 per day for each day or any portion of a day which the Lease Premises are closed for the foregoing reasons. Lessor will not compensate Lessee for any equipment failure.

- f. Lessor and Lessee agree that the entrance to the restaurant is narrow and not optimal for attracting patrons. Lessor agrees to address such access and address the entrance to the satisfaction of Lessor and Lessee.
- g. Lessor agrees that promotion of the restaurant is in the best interest of Lessor and Lessee and therefore will provide and support promotion of the restaurant in the community.

IN WITNESS WHEREOF the parties have executed this lease as of the date first written above.

LESSOR:

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

Robert Hooper 3-14-14
Robert Hooper, Airport Manager

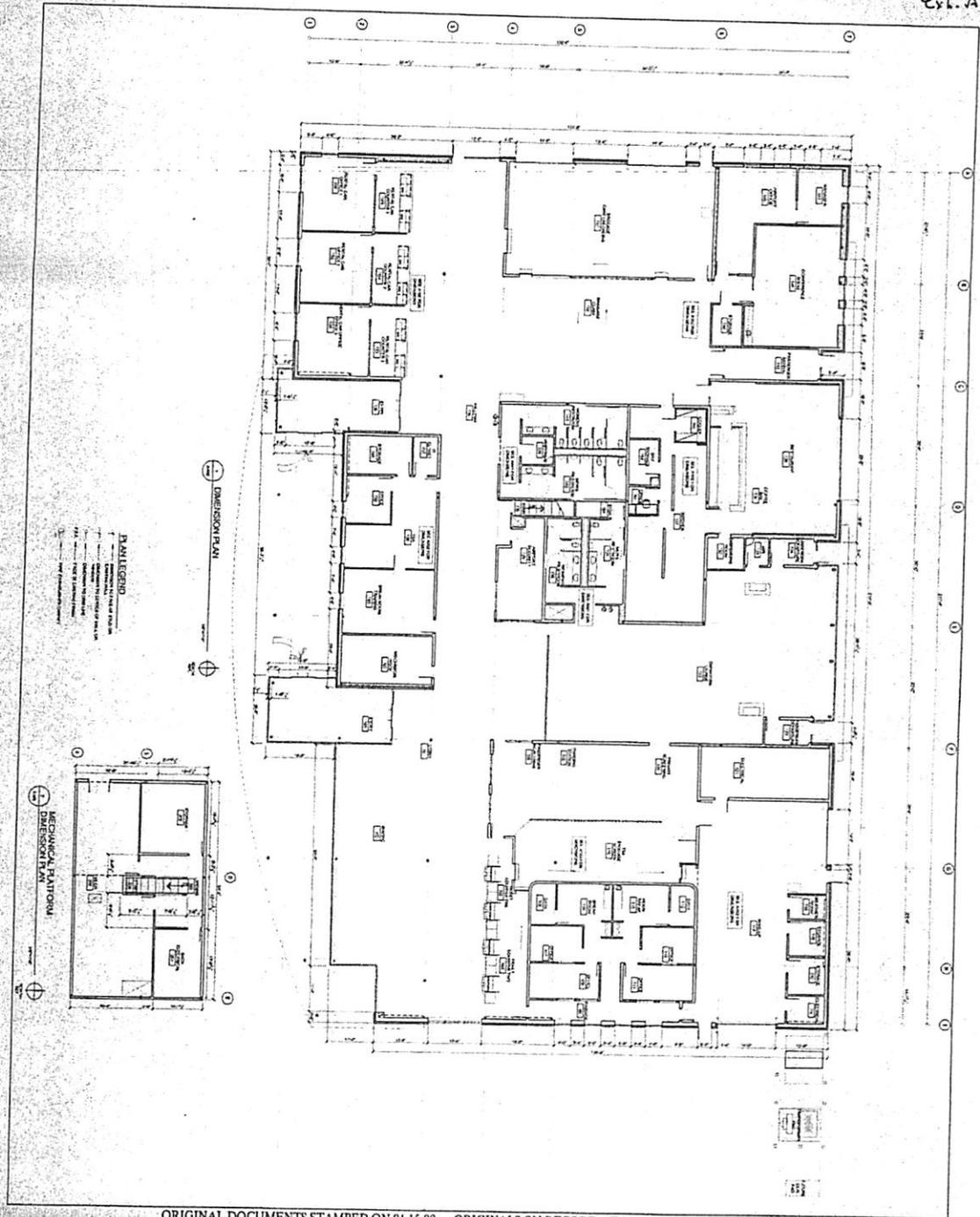
LESSEE:

ANTONIO and NORMA JUARDO

Norma Juardo
Antonio Juardo

Exhibit "A"

Exl. A



REVISIONS
1. REVISED PER COMMENTS FROM THE ARCHITECT
2. REVISED PER COMMENTS FROM THE ARCHITECT
3. REVISED PER COMMENTS FROM THE ARCHITECT
4. REVISED PER COMMENTS FROM THE ARCHITECT
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10. REVISED PER COMMENTS FROM THE ARCHITECT

SECTION PLAN

SECTION PLAN

ORIGINAL DOCUMENTS STAMPED ON 04-15-09 - ORIGINALS ON RECORD AT CTA ARCHITECTS ENGINEERS

A100



CONSTRUCTION DOCUMENTS

YELLOWSTONE REGIONAL AIRPORT
NEW TERMINAL
CODY, WYOMING

REVISIONS

Exhibit "B"

- 1 – MANITOWOC #B570 ICE MACHINE
- 6 – CAN RACKS CR24E
- 8 – LOCKERS
- 1 – PORTABLE DISH RACK "METRO MAX"
- 1 – HOBART DISHWASHER "AM SELECT" DOOR TYPE
- 1-2 BASKET DEEP FRYER "FRYMASTER"
- 1 – WOLF 6 BURNER COOK TOP
- 1 – CHAR GRILL "STAR MAX"
- 1 – FLAT GRIDDLE COOK TOP "STARMAX"
- 1 – BLODGETT "MARK V" OVEN
- 1 – TWO DRAWER WARMER "APW WYOTT"
- 1 – HOBART MIXER W/ATTACHMENTS
- 1 – HOBART MEAT SLICER
- 1 – 15 CUBIC FT FREEZER
- 2 – 2'x2' FLOUR BINS WITH ROLLERS
- 1 – TRUE DOUBLE DOOR FREEZER
- 2 – TRUE DOUBLE DOOR REFRIDGERATOR
- 1 – 2'x12' FOODWARMER "HATCO GLO RAY"
- 1 – 2'6"x4' SANDWICH/SALAD PREP UNIT
- 1 – 30"x30" WORTOP FREEZER
- 1 – SS HAND WASHING SINK
- 1 – 21"x36" SS SINK
- 2 – 3'x6' SS PREP TABLE W/CAN OPENER
- 1 – 2'x2' 3 SHELF WIRE RACK
- 1 – PLASTIC TRASH CAN
- 1 – 30"x5' BUTCHER BLOCK TABLE
- 1 – 30"x3' BUTCHER BLOCK TABLE
- 1 – 2'x10' BUTCHER BLOCK TABLE
- 3 – 30"x30" SS TABLES
- 1 – 30"x3' SS TABLE
- 7 – 3' SS SHELVES
- 4 – 5' SS SHELVES
- 1 – 7' POTS AND PAN RACK W/HOOKS
- 1 – 2'x2' EYE WASH SINK STATION

Exhibit "B" (continued)

- 1 – 8' SS TRIPLE SINK**
- 1 – 6' DISPOSAL SINK W/GARBAGE DISPOSAL**
- 1 – 6' DISHWASHER TABLE**
- 3 – PANTRY WIRE RACK SYSTEMS**
- 1 – PLASTIC TABLE BUSSING CART**
- 1 – BACK BAR SINK UNIT**
- 1 – TRUE BACK BAR DOUBLE DOOR REFRIDGERATOR**
- 1 – TRUE GLASS DOOR BEVERAGE REFRIDGERATOR**
- 1 – TRUE CLUB TOP "DRAW BEER DISPENSER"**
- 1 – 6' SS COCKTAIL WORK STATION**
- 8 – BAR STOOLS**
- 9 – 4 TOP TABLES**
- 3 – 2 TOP TABLES**
- 43 - TABLE CHAIRS**
- 1 – KOLPAK WALK-IN COOLER W/WIRE SHELVING**

Exhibit "C"

Restaurant Equipment Preventive Maintenance Schedule

ITEM	TASK	FREQUENCY
True Freezers	Clean condenser coils and vented covers	Monthly
True Refrigerator	Clean condenser coils and all vented covers	Monthly
Walk-In Cooler	Clean interior	Monthly
Fryer	Change grease	Weekly
Cooking Area	General cleaning	Monthly

Exhibit "D"

Airport Restaurant Monthly Rental Payment Submittal

Month/Year _____

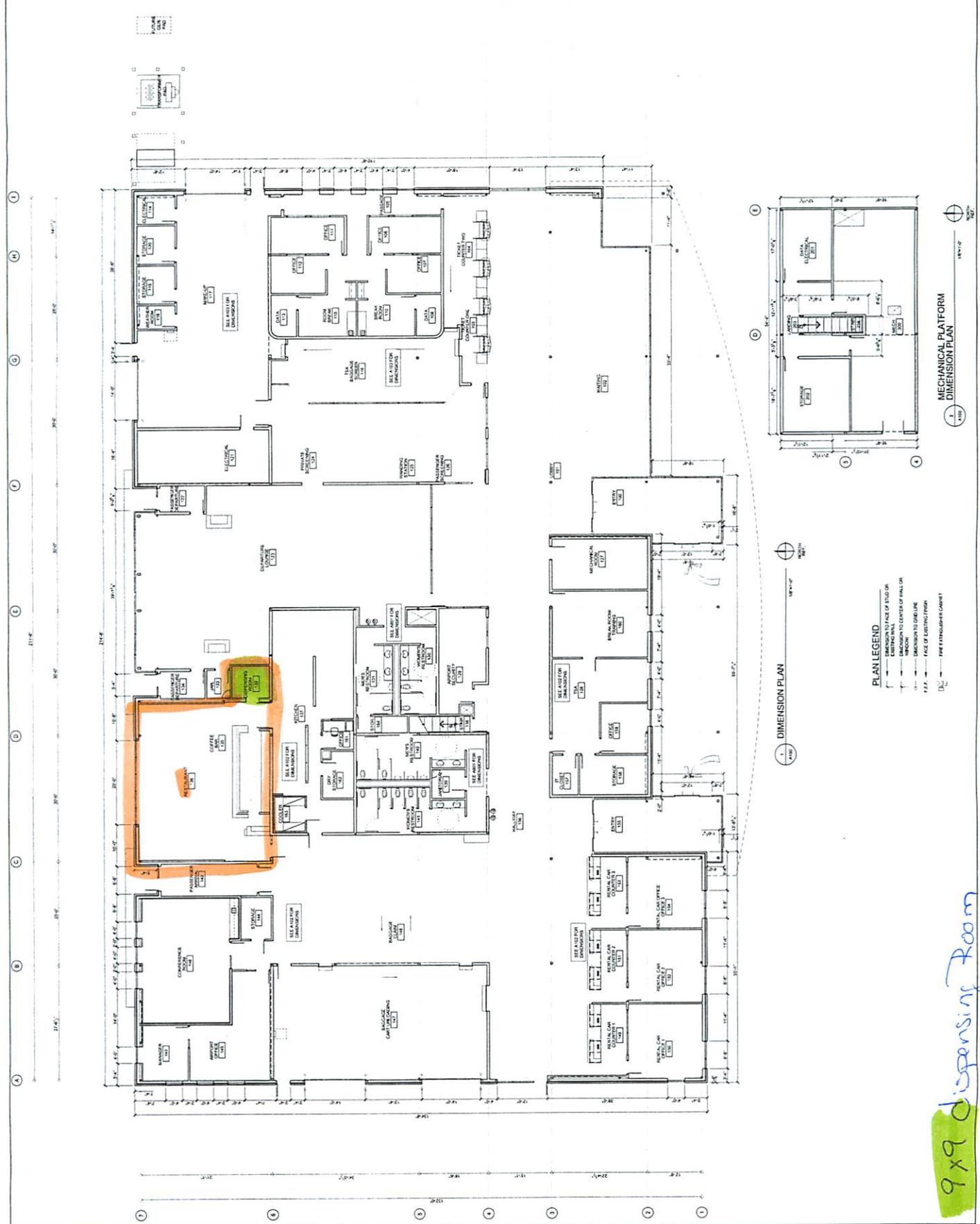
Total Gross Sales \$

Percent of Sales per Agreement \$

Minimum Monthly Rental \$

Rental Amount Due \$
(Greater of Monthly Rental or Percentage of Sales)

ORIGINAL DOCUMENTS STAMPED ON RECORD AT CTA ARCHITECTS ENGINEERS



9x9 dispensing room



Wyoming
DEPARTMENT OF Agriculture

Matthew H. Mead, *Governor*
Jason Fearneyhough, *Director*
2219 Carey Ave. • Cheyenne, WY 82002
Phone: (307) 777-7321 • Fax: (307) 777-6593
Web: agriculture.wy.gov • Email: wda1@state.wy.

The Wyoming Department of Agriculture is dedicated to the promotion and enhancement of Wyoming's agriculture, natural resources and quality of life.

March 18, 2014

To Whom It May Concern,

A walk-through of Norma's Mexi Can was conducted on March 18, 2014 at Yellowstone Regional Airport kitchen. Owner Norma and Antonio Jurado are in the process of transferring the equipment and necessary items to this establishment. A Wyoming Food License will be issued when all items are in place and a pre-opening inspection has been conducted.

If you have any concerns or questions regarding the licensing of Norma's Mexi Can feel free to contact me.

Sincerely,

Vicky Case
Wyoming Department of Agriculture
Consumer Health Services
307-250-8603
vicky.wine@wyo.gov

Equal Opportunity in Employment and Services

BOARD MEMBERS

Jana Ginter, *District 1* • Jim Hodder, *District 2* • Shaun Sims, *District 3* • John Moore, *District 4* • Alison Lass, *District 5*
Bryan Brost, *District 6* • Jim Price, Jr., *District 7*

YOUTH BOARD MEMBERS

MEETING DATE: APRIL 15, 2014
DEPARTMENT: CITY ADMINISTRATOR
PREPARED BY: JENNI ROSENCRANSE
PRESENTED BY: JENNI ROSENCRANSE

City of Cody Land Trade

Action to be taken

Authorize the Mayor to sign the Offer to Purchase, Accept and Receipt; Specific Performance Agreement regarding a land trade between the City of Cody, the Yellowstone Regional Airport Joint Powers Board and the Wyoming Military Department.

Summary

The Wyoming Military Department owns the Cody Armory Building located on Duggleby Drive. The Armory currently sits within the FAA Glide Zone and is considered to be an obstruction of the runway. According to Bob Hooper, the FAA has wished for the Armory to be demolished for a long time and has asked that any opportunity to acquire it and demolish it be considered if possible.

The Wyoming Military Department is no longer occupying the Armory and is interested in trading land in the business park and the land directly southeast of the Business Park for the Armory building. A complete description of the land to be traded is described in the agreement.

FISCAL IMPACT

No money will change hands. The Armory appraised for \$950,000 in 2009. The Beacon Hill property of 85 acres appraised for \$300,000 however only +/- 16 acres is proposed for trade. The Yellowstone Regional Airport Business Park Addition appraised for \$297,000 and only Lot 2, Block 1 containing 5.004, more or less, and Lot 3, Block 1 containing 4.967 acres more or less are being considered in the trade.

ALTERNATIVES

1. Approve the request as presented.
2. Deny the request.

RECOMMENDATION

Approve the request as presented and authorize the Mayor to sign the agreement.

AGENDA & SUMMARY REPORT TO:

Bob Hooper, Yellowstone Regional Airport

AGENDA ITEM NO. _____

Memo

To: Cody Enterprise, Legal Notices
From: Jenni Rosencranse, City Administrator
Date: April 9, 2014
Re: Public Hearing Notice

Please publish the following public hearing notice in the Cody Enterprise on Tuesday, March 25th, Tuesday, April 1st, and Tuesday, April 8th, 2014.

Public Hearing

Land Trade

Notice is hereby given that the Cody City Council will hold a public hearing on Tuesday, April 15, 2014 at 7:00 p.m., or as shortly thereafter as practical, to consider a land trade between the State of Wyoming Military Department and the City of Cody.

The State of Wyoming property is legally described as a tract of land within the SW1/4NE1/4, Section 5, Township 52 North, Range 101 West, 6th P.M., Wyoming according to the Original Government Survey and now included within Lot 61 of said Township and Range, according to the Government Resurvey, which Tract is more particularly described by metes and bounds as follows: Beginning at a point on the south line of said SW1/4NE1/4, Section 5, which point is located 510 feet East from the Southwest Corner of said SW1/4NE1/4; thence North 89 degrees 48' East along the South line of said SW1/4NE1/4 for a distance of 650 feet; thence North 0 degrees 12' West for a distance of 581 feet, more or less, to the South right-of-way line of Highway Nos. 14 and 20; thence Northwesterly along the South line of said Highway right-of-way line for a distance of 690 feet; more or less, to a point which is located North 0 degrees 12' West 807 feet from the point of beginning; thence South 0 degrees 12' East for a distance of 807 feet to the point of beginning containing 9.43 acres more or less. Excluding 0.57 acres transferred to the City of Cody via Warranty Deed dated October 23, 1980 and recorded in Book 55, Page 868, Park County Records; and also excluding 1.2 acres transferred to the Wyoming Highway Commission via Quit Claim Deed dated December 17, 1969 and recorded in Book 342, Page 331, Park County Records. As of November 12, 2009 the property appraised for \$950,000.

The City property is legally described a tract of land situated in Lot 60 of the Resurvey of Township 52 North, Range 101 West, 6th Principal Meridian; and situated in Tract 70 of the Resurvey of Township 53 North, Range 101 West, Principal Meridian; Park County, Wyoming, more particularly described as follows: All that land in the southwest quarter of the southeast quarter of said Tract 70 lying east of the easterly right-of-way line of County Road 3CXS, also known as Beacon Hill Road; and all that land in said Tract 60 lying east of the easterly right-of-way line of County Road 3CXS, also known as Beacon Hill Road, and lying north of the property described in Deed Book 126, Page 886 in Park County Records; all according to Record of Survey recorded as document #2013-507 in Park County Records containing 19.5 acres more or less. Together with Lot 2, Block 1, Yellowstone Regional Airport – Business Park Addition, containing 5.004 acres more or less; and Lot 3, Block 1, Yellowstone Regional Airport – Business Park Addition, containing 4.967 acres more or less for a total trade of 29.47 acres more or less. An appraisal was done on the entire 85 acre parcel of Beacon Hill and appraised for \$300,000 however only +/-16 acres is proposed for trade. In addition, the Yellowstone Regional Airport – Business Park Addition currently appraised for \$297,000. Submit written comments to Administrative Services Officer, City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, WY 82414 no later than 2:00 p.m. April 15, 2014, 2014.

**OFFER TO PURCHASE, ACCEPTANCE AND RECEIPT;
SPECIFIC PERFORMANCE AGREEMENT**

The City of Cody, Wyoming, a municipal corporation in Wyoming, hereinafter “the City”, and Yellowstone Regional Airport Joint Powers Board, hereinafter referred to as “the Board”, offers to purchase from the State of Wyoming, by and through the Wyoming Military Department, hereafter referred to as “the Department”, the following described real property (“Purchase Property”) located in the County of Park, State of Wyoming on the terms and subject to the conditions set forth below:

SECTION ONE: EXCHANGED LANDS

- 1.1 In consideration for the transfer of title and ownership of the Purchase Property by the Department to the City, the City offers to exchange lands located in Cody, Park County, Wyoming currently owned by the City (“Exchanged Lands”), as the total payment for the purchase and acquisition of the property described at Sections 2.1 and 2.2 (“Purchase Property”). The Exchanged Lands are further described as follows:

A tract of land situated in Lot 60 of the Resurvey of Township 52 North, Range 101 West, 6th Principal Meridian; and situated in Tract 70 of the Resurvey of Township 53 North, Range 101 West, Principal Meridian; Park County, Wyoming, more particularly described as follows:

All that land in the southwest quarter of the southeast quarter of said Tract 70 lying east of the easterly right-of-way line of County Road 3CXS, also known as Beacon Hill Road; and all that land in said Tract 60 lying east of the easterly right-of-way line of County Road 3CXS, also known as Beacon Hill Road, and lying north of the property described in Deed Book 126, Page 886 in Park County Records; all according to Record of Survey recorded as document # 2013-507 in Park County Records containing 19.5 acres more or less.

Together with Lot 2, Block 1, Yellowstone Regional Airport - Business Park Addition, containing 5.004 acres more or less; and Lot 3, Block 1, Yellowstone Regional Airport - Business Park Addition, containing 4.967 acres more or less.

Total 29.47 acres more or less

The Exchanged Lands shall include all buildings, improvements, easements, rights of way, and appurtenances, and all of the City’s right, title, and interest in the Exchanged Lands, including any mineral rights owned by the City. The Exchanged Lands are

attached to and contiguous with property which is operated and maintained by the Board as part of an airport.

SECTION TWO: PURCHASE PROPERTY - LEGAL DESCRIPTION

- 2.1 The property referred to herein as Purchase Property, consists of buildings and land in Park County, Wyoming and further described as follows:

A tract of land within the SW4NE4 of Section 5, Township 52 North, Range 101 West of the 6th P.M., Park County, Wyoming, according to the Original Government Survey, and now included within Lot 61 of said Township and Range, according to the Government Resurvey, which tract is more particularly described by metes and bounds as follows:

Beginning at a point on the south line of said SW4NE4, Section 5, which point is located 510 feet East from the Southwest Corner of said SW4NE4; thence North 89°48' East along the South line of said SW4NE4 for a distance of 650 feet; thence North 0°12' West for a distance of 581 feet, more or less, to the South right-of-way line of Highway Nos. 14 and 20; thence Northwesterly along the south line of said Highway right-of-way line for a distance of 690 feet; more or less, to a point which is located North 0°12' West 807 feet, from the point of beginning; thence South 0°12' East for a distance of 807 feet to the point of beginning and containing 9.43 acres more or less.

Excluding 0.57 acres transferred to the City of Cody via Warranty Deed dated October 23, 1980 and recorded in Book 55, Page 868, Park County Records; and also excluding 1.2 acres transferred to the Wyoming Highway Commission via Quit Claim Deed dated December 17, 1969 and recorded in Book 342, Page 331, Park County Records.

- 2.2 Purchase Property shall include all buildings, improvements, easements, rights of way, and appurtenances, and all of the Department's right, title and interest in the Purchase Property, including any mineral rights owned by the Department.

SECTION THREE: CONDITIONS TO OFFER TO PURCHASE

- 3.1 The parties shall deliver to each other merchantable title, generally warranted to be free and clear of all liens, encumbrances, reservations, exceptions and title defects. Exceptions and reservations in this paragraph shall not include building restrictions and

reservations common to the platted tract in which the lands are situated; zoning ordinance restrictions, or easements of record existing at the time of this Offer to Purchase.

- 3.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE OFFER TO PURCHASE, THE LANDS BEING EXCHANGED, INCLUDING THE IMPROVEMENTS THEREON, IF ANY, SHALL BE CONVEYED IN "AS IS" CONDITION. The parties acknowledge that upon consummation of this Offer to Purchase and closing, the parties have been given the opportunity to investigate and study the lands as desired.
- 3.3 Possession of the above-described lands shall be delivered to each party upon completion of all terms and conditions contained in this Offer to Purchase. The parties shall provide to each other a general warranty deed or deeds in recordable form conveying good and marketable title to the lands, including any and all mineral rights owned by each other. The parties shall provide all other instruments, documents, and agreements reasonably required by them to complete or confirm completion of all conditions and requirements stated herein. City and the Department shall provide title insurance commitments for the real property that each party is conveying to the other party (Purchase Property and Exchanged Lands). Each party shall report in writing its valid objections, if any, to the title, which objections shall be delivered to the parties within 15 days after receipt of the title commitments. The Board shall pay the cost of the title insurance commitment for the property the City will convey to the Department and the Department shall pay the cost of the title insurance commitment for the property to be conveyed to the City.
- 3.4 Taxes and assessments shall be pro-rated to the date that the lands are conveyed to each other. Each party is responsible for the taxes and assessments accrued to the time the lands are conveyed.
- 3.5 Risk of loss to the lands shall remain with the respective owner until such time as the lands are conveyed.
- 3.6 Approval of this Offer to Purchase by the United States Federal Aviation Administration (FAA) is required prior to transfer of any of the lands. If approval is not received, this Offer to Purchase shall automatically terminate and become null and void and the parties shall have no responsibility hereunder.
- 3.7 This Agreement is also contingent upon approval by the City after a public hearing and notice pursuant to Wyo. Stat. Ann. § 15-1-112(b). If approval does not occur, this Agreement shall automatically terminate and become null and void and the parties shall have no responsibility hereunder.
- 3.8 This Agreement is also contingent upon the Board receiving approval for a boundary line adjustment for the property to be conveyed to the Department. The Board shall obtain approval from the City of Cody Engineer for such boundary line adjustment, and shall

complete such adjustment and file any and all necessary documents necessary to properly record such boundary line adjustment. If approval does not occur, this Agreement shall automatically terminate and become null and void and the parties shall have no responsibility hereunder.

SECTION FOUR: GENERAL TERMS

- 4.1 The State of Wyoming and the Department do not waive sovereign immunity by entering into this Offer to Purchase and the City does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et. seq.* and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- 4.2 This Offer to Purchase shall not be binding upon either party until this Offer to Purchase has been reduced to writing, approved as to form by the Office of the Attorney General and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- 4.3 The construction, interpretation, and enforcement of this Offer to Purchase shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Offer to Purchase and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- 4.4 The parties acknowledge that this transaction is entered into by them in full reliance on their own independent investigations and not on any statements, representations or agreements made by the other party. It is agreed by both parties that no statements, representations or agreements made by either party shall be binding or constitute any obligation on either party unless the same are reduced to writing and made a part of this Offer to Purchase.
- 4.5 This Offer to Purchase constitutes the entire agreement between the parties and supersedes any and all prior written and oral promises, representations, or conditions with respect to the lands. Any changes, modifications, revisions or amendments to this Offer to Purchase which are mutually agreed upon by and between the parties to this Offer to Purchase shall be incorporated by written instrument, executed and signed by all parties.
- 4.6 The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Offer to Purchase shall not be construed so as to create such status. The rights, duties, and obligations contained in this Offer to Purchase shall operate only between the parties to this Offer to Purchase and shall inure solely to the benefit of the parties to this Offer to Purchase. The provisions of this Offer to Purchase are intended only to assist the parties in determining and performing their obligations under this Offer to Purchase.

- 4.7 Each party to this Offer to Purchase shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

SECTION FIVE: CLOSING AND TRANSFER OF TITLE AND POSSESSION

- 5.1 If this Offer to Purchase is accepted, the transaction shall close on a mutually agreed upon date. On the closing date, the City shall provide a general warranty deed for the Exchanged Lands (Section 1.1). The Department shall provide a general warranty deed to the City for the Purchase Property (Sections 2.1 and 2.2). Each party shall pay its own costs and expenses associated with this sale and closing, including the preparation and recording of all necessary documents. However, the Board shall pay for the preparation of the warranty deed for the real property to be delivered to the Department. No monies shall be exchanged as part of this agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Offer to Purchase has been duly executed by the parties on the dates hereafter indicated.

Purchaser: CITY OF CODY, WYOMING

By: _____
Nancy Tia Brown, Mayor Date

Attest: _____
Cynthia D. Baker, City Clerk

YELLOWSTONE REGIONAL AIRPORT JOINT POWERS BOARD

By: _____
Doug Johnston, Chairman Date

Seller: THE WYOMING MILITARY DEPARTMENT

By: _____
MG K. Luke Reiner, The Adjutant General Date

Attorney General's Approval as to Form



Ryan Schelhaas, Sr. Assistant Attorney General



Date

MEETING DATE: APRIL 15, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN W. PAYNE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT **Agenda Request – Park County Fire District 2**

ACTION

Deny or approve request from Park County Fire District 2 to install four additional temporary monitoring wells by the Fire Training Center and authorize the Mayor to sign the Wyoming Water Quality Application Form.

BACKGROUND

The Wyoming Water Quality Department of the Department of Environmental Quality has requested that Park County Fire District 2 further evaluate the Fire Training Facility for petroleum contamination. Contamination was confirmed in the past as a result of the way the Liquid Burn Pit was operated. Park County Fire District 2 hired Peak Environmental Management, Inc. to develop a work plan for the requested evaluation. The current plan calls for the installation of four (4) more monitoring wells and one permanent well to act as a sentinel well at the down gradient end of the expected plume.

SUMMARY

Park County Fire District 2 requests permission to drill four (4) more monitoring wells and one permanent well in and around the Fire Training Center Facilities to address DEQ-WQD requested sub-surface evaluation of the area for petroleum contamination.

FISCAL IMPACT

There is no expected fiscal impact to the City of Cody as Park County Fire District 2 is taking care of all costs associated with the drilling and monitoring of the wells.

ALTERNATIVES

Approve the request and authorize the Mayor to sign the Wyoming Water Quality Application Form.

RECOMMENDATION

City staff recommends that the Council approve the request and authorize the Mayor to sign the Wyoming Water Quality Application Form.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Park County Fire District 2 – attention Russ Wenke

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Russell Wenke

Organization Represented Park County Fire District 2

Date you wish to appear before the Council April 15, 2014

Mailing Address 1125 11th Street Telephone 527-8551

E-Mail rwenke@parkcounty.us

Preferred form of contact: Telephone either E-Mail

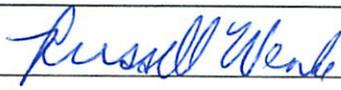
Names of all individuals who will speak on this topic Russ Wenke

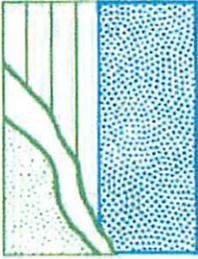
Event Title (if applicable)

Date(s) of Event (if applicable)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We are seeking permission to construct additional monitor wells near the fire training center in response to a request by the DEQ

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

Signature  Date 4/1/14



**PEAK ENVIRONMENTAL
MANAGEMENT, INC.**

P.O. Box 404
Green River, Wyoming 82935
(307) 875-2893
FAX (307) 875-5179
CELL (307) 870-4592
E-mail myra@peakenvironmental.com

April 2, 2014

Mr. Russ Wenke
Park County Fire Protection District No. 2
1131 11th Street
Cody, Wyoming 82414

Re: Fire Training Center, Cody, Wyoming

Dear Mr. Wenke:

The Wyoming Department of Environmental Quality prepared a letter dated August 26, 2013, (attached) in which they raised two issues which will involve additional subsurface investigative work at the Fire Training Center in Cody, Wyoming. A work plan has been prepared by Peak Environmental in response to the WDEQ letter. A copy of this has been provided to you.

WDEQ commented that it was unclear as to whether possible petroleum-impacted areas may have been incompletely evaluated during previous subsurface investigations which occurred in the 1990s. Thus Peak Environmental proposes to install four additional temporary wells to evaluate the strata directly under the LBP (former location of the liquid burn pit) and one new temporary (to become permanent) monitoring well to act as the new sentinel well at the downgradient end of the plume as described in the work plan. If either groundwater or petroleum product are found to enter any of the four temporary wells west of the access road, a permanent monitoring well will be installed in its place.

The work plan discusses the site geologic and hydrogeologic background, the investigation and sampling strategy to be employed, the types and numbers of samples to be collected, sample collection methods, and waste management of boring spoils. The activities necessary to finalize definition of the extent and degree of petroleum contamination in the environment are described in the work plan.

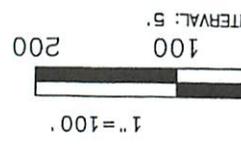
In addition to the work plan, WDEQ requires that a Wyoming Water Quality Application, Use for Construction, Groundwater Monitoring, Groundwater Remediation be completed since no similar work has been performed within the past five years (under previously approved permits). After property owner and operator signatures and contact information have been completed on this application form, Peak Environmental will submit the permit application with the work plan to WDEQ.

Sincerely,

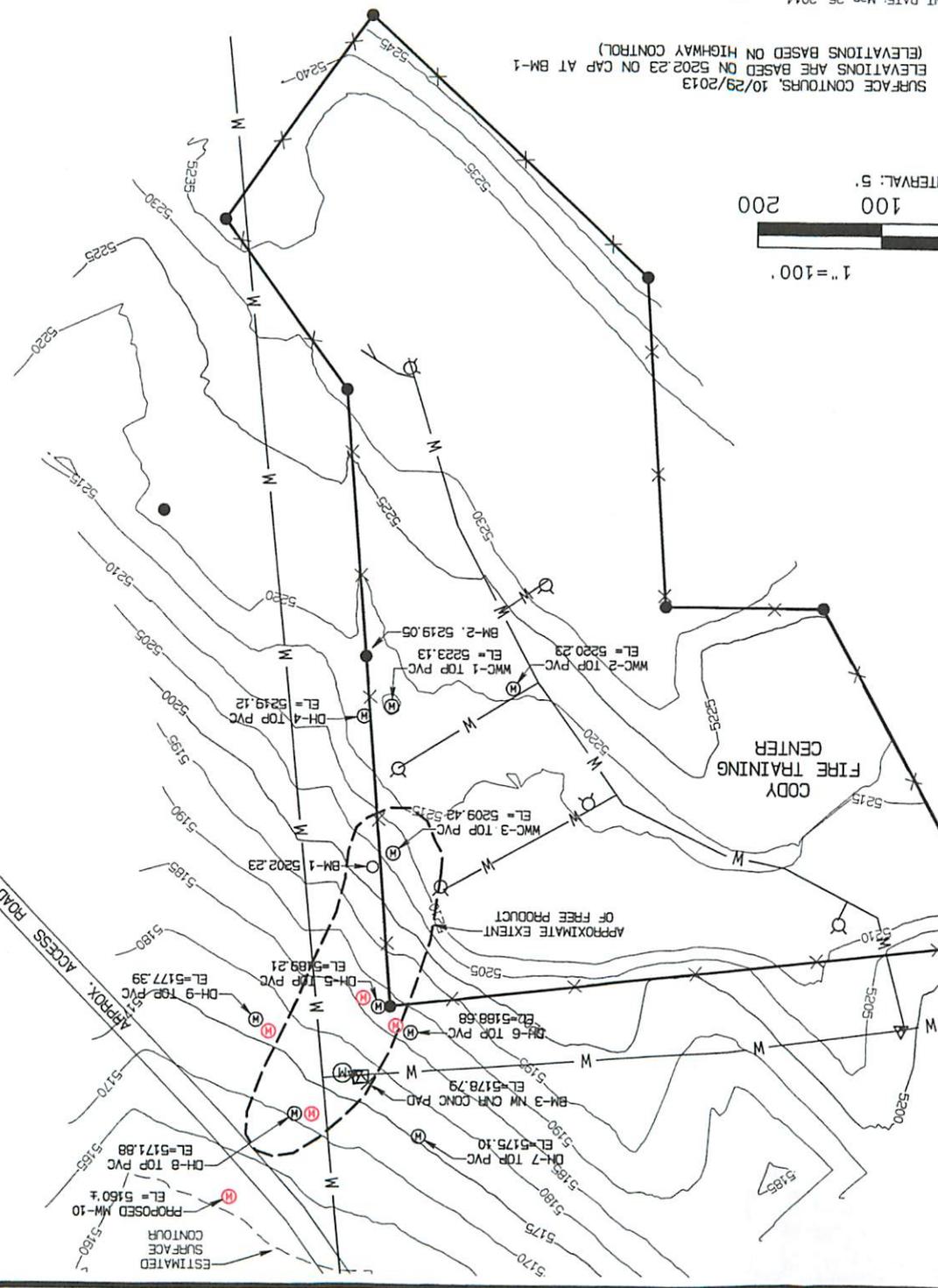
Myra L. Peak
President

PEAK ENVIRONMENTAL
 GREEN RIVER, WYOMING
FIGURE 1
 PROPOSED TEMPORARY WELL LOCATIONS
 CODY FIRE TRAINING CENTER
 CODY, WYOMING

SURFACE CONTOURS, 10/29/2013
 ELEVATIONS ARE BASED ON 5202.23 ON CAP AT BM-1
 (ELEVATIONS BASED ON HIGHWAY CONTROL)



- LEGEND**
- 5/8" REBAR WITH 2" ALUM. CAP SET
 - REBAR WITH ALUM. CAP FOUND
 - ⊙ MONITORING WELL LOCATION
 - ⊙ PROPOSED TEMPORARY MONITORING WELL LOCATION
 - ⊗ X MARKED IN CONCRETE SET
 - △ WATERLINE VALVE
 - ⊕ FIRE HYDRANT
 - ⊕ MANHOLE (UNIDENTIFIED)
 - APPROX. WATERLINE LOCATION
 - FENCE



Sample, I will bring original to meeting.

WYOMING WATER QUALITY APPLICATION FORM			WQD USE ONLY		
Use for Construction, Groundwater Monitoring, Groundwater Remediation, Subdivisions, and Land Application of Wastewater			APP NO		
			DATE		
A complete application package must include three copies of each of the following: Application form, investigations, design reports, plans, specifications, and any other appropriate information			PROG.		
Submit to appropriate office		http://deq.state.wy.us/wqd/www/districts.pdf			
DEQ/Water Quality Division, 122 West 25th Street, Cheyenne, WY 82002			(307) 777.7781		
DEQ/Water Quality Division, 510 Meadowview Drive, Lander, WY 82520			(307) 332.3144		
DEQ/Water Quality Division, 2100 West 5th, Sheridan, WY 82801			(307) 673.9337		
DEQ/Water Quality Division, 152 North Durbin Street, Ste 100, Casper, WY 82601			(307) 473.3465		
NAME OF PROJECT					
Park County Fire Training Center, Additional Site Investigation					
DESCRIPTION OF PROJECT					
Work plan proposing 5 additional temporary wells to better define contaminant plume in groundwater					
LOCATION:	County: Park County	Lat: 44.5101	Long: -109.0604		
Legal Description (1/4 Section, Section, Township, Range or Lot No. and Subdivision)					
<small>*Legal: 549.29 AC. DES AS: LOTS 1, 2, 3 & 4, SEC. 6 LOTS 1 & 2, NE4NW4 SEC. 7 LOTS 3 & 4, N2NW4SW4, N2SE4SW4, N2SE4NW4SW4 SEC. 8, T52 R101 LOTS 3 & 4, E2SE4, SEC. 1 NE4NE4 SEC. 12 T52 R102 *Type: Exempt</small>					
All undersigned agree to comply with applicable Wyoming Statutes and Regulations and to allow the activities described in this application.					
SIGNATURES:					
Real Estate Owner	The real estate owner or the grantee of the applicable easement must sign this form				
City of Cody					
Sign Above		Address: P. O. Box 2200			
		City: Cody		State: Wyoming	
		Zip Code: 82414		Phone: 307-527-7511	
		Email:			
		Printed Name:			Title:
If the owner or easement grantee is a public entity, partnership, or corporation, a legally binding authority must sign					
Operator or Developer	If same as real estate owner, this space may be left blank				
Park County Fire Protection District No. 2					
Sign Above		Address: 1131 11th Street			
		City: Cody		State: Wyoming	
		Zip Code: 82414		Phone: 307-527-8551	
		Email:			
		Printed Name:			Title:
If the operator or developer is a public entity, partnership, or corporation, a legally binding authority must sign					
Engineer or Geologist					
Printed Name: Polly Doyle		WY PE #		WY PG# 1874	
Firm Name: Peak Environmental Management, Inc					
Address: P.O. Box 404			Please complete the second page or the back of this form		
City: Green River		State: WY			Zip Code: 82935
Phone: 307-875-2893		Email: myra@peakenvironmental.com			

The Wyoming Environmental Quality Act, W.S. 35-11-101 and Wyoming Environmental Quality Act, Article 3, W.S. 35-11-301 mandates that permits are required for construction or modification of public water supplies, wastewater facilities, land application systems, and confined swine feeding operations. W.S. 18-5-306 requires review of the safety and adequacy of proposed sewage systems and water systems in new subdivisions by DEQ.

All Wyoming Water Quality Rules and Regulations are available at <http://deq.state.wy.us/wqd/WQDRules/index.asp>

Specific chapters of the Wyoming Water Quality Rules and Regulations have been developed for each area that requires a permit. The regulatory chapters for types of projects that this application is to be used for are listed below. Please check all that apply to your project.

<input type="checkbox"/>	11	Design and construction standards for sewerage systems, treatment works, disposal system of other facilities capable of causing or contributing to pollution, includes monitoring wells and road application of wastewater
<input type="checkbox"/>	12	Design and construction standards for public water supplies, includes subdivision water supplies and water line extensions
<input type="checkbox"/>	21	Standards for the Reuse of Treated Wastewater
<input type="checkbox"/>	23	Minimum Standards for Subdivision Applications
<input type="checkbox"/>	25	Design and construction standards for small wastewater systems includes septic tanks/leachfields
<input checked="" type="checkbox"/>	26	Well construction standards
<input type="checkbox"/>	other	Describe briefly

Previous or Associated State of Wyoming Permits	
WQD Permit to Construct	91-007 and 91-038
WQD Subdivision Recommendation to County	
Air Quality	
Land Quality	
Oil and Gas Commission	
Soild and Hazardous Waste	
State Engineers Surface Water Right or Well Permit	U.W. 85431 through 85437; U.W. 87550 through 87552
WQD Underground Injection Control	
WYPDES (discharge permit)	
US EPA Public Water Supply (PWS) Number	

MEETING DATE:	APRIL 15, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Authorization of an Indoor Shooting Range at 1138 12th Street

ACTION TO BE TAKEN:

Authorize Wyoming Firearms Experience, LLC to operate an indoor shooting range at 1138 12th Street.

PROJECT SUMMARY:

The City of Cody Code contains the following:

5-4-1: DISCHARGING GENERALLY:

No person shall discharge any firearm or air gun of any type or description within the city, except by permission of the chief of police or the city council, granted for special occasions, except in proper position for firing salutes or by command of a proper military or police officer in the performance of official duty, or in a shooting range or gallery authorized by the governing body. Special occasions for which permission may be granted shall include, but not be limited to, parades, festivals, demonstrations, exhibits, mock gunfighter performances, wild west shows and rodeos. (1960 Compilation § 8-501; amd. Ord. 00-6)

The Wyoming Firearms Experience, LLC, represented by Paul Brock, has submitted a request for an indoor shooting range at 1138 12th Street to be authorized by the governing body.

Mr. Brock can provide additional detail, but in summary, the business would consist of a supervised seven-lane shooting gallery within a concrete enclosure to be constructed within the existing masonry building. Initial plans include an 8-inch thick, concrete-filled, block wall and 4-inch thick concrete ceiling for the shooting range enclosure. A rubber trap system will be utilized to capture the bullets. Observation windows would be located behind the shooter positions and an entry door located at the end of the shooting aisle. (See attached layout plan).

The ventilation system is yet to be fully designed but conceptually includes a recirculating ventilation system (as opposed to a once-through type system), that recirculates and filters the majority of the air (primarily for reducing heating/cooling costs), but also discharges some of the air to the outside after it has been filtered. HEPA (High-efficiency particulate absorption) filters would be used, which by definition filter at least 99.97% of airborne particles measuring 0.3 micrometers. This is adequate to filter lead (Pb) particulates and is considered a "best practice" for controlling air emissions from indoor gun ranges. The heating and ventilation equipment is planned to be located on a mezzanine level above the shooting range enclosure, but within the building. Cooling equipment would likely include roof-mounted swamp coolers.

AGENDA ITEM NO. _____

The shooting range would be marketed towards tourists desiring to shoot replica vintage or modern guns, as well as local clubs and law enforcement. A replica Gatling gun would be one of the options. Supervision of the customers would be by qualified instructors. The proposal is for one instructor per two untrained shooters, such as with the tourist customers. Gun clubs or law enforcement personnel using the facility may have less of an instructor to shooter ratio, such as one instructor per four shooters. Ammunition sales and the rental of guns for use in the shooting gallery would be included activities.

Modifications to the building are planned and necessary to meet applicable building and fire codes. A preliminary floor plan is attached. Plans will be submitted to the building official for review and approval.

ANALYSIS

The proposal was first introduced to the City Council at a work session on Thursday, March 13th. It was evident that additional information was needed. Public interest in the project has also been considerable, with the city receiving several emails or letters which express the full range of opinions on the matter and which all have been reviewed by staff and provided to City Council. The majority of emails are in opposition to the gun range, based primarily on noise concerns. The concern is acknowledged. Additional concerns relate to air pollution and gun safety.

The general authority for approving or denying a shooting gallery is with the City Council. In order to assist the Council in their consideration of the request, staff will attempt to explain each of the potential impacts that can result from an indoor shooting range and the applicant's plans and/or staff's recommendations for addressing any significant impacts.

Noise:

The City code does not address indoor gun ranges beyond the language identified at the beginning of this report. There is no "noise ordinance" in the City, other than the general disturbing the peace language under "Disorderly Places" (Section 5-2-6) which exempts "noise arising out of the normal and ordinary conduct of business." Furthermore, concern exists due to limitations in state law that greatly limit future liability of shooting ranges from civil or criminal prosecution relating to noise as follows:

§ 16-11-102. Operation of shooting ranges; liability.

(a) Notwithstanding any other provision of law, any person who operates or uses a sport shooting range in this state shall not be subject to civil liability or criminal prosecution in any matter relating to noise or noise pollution resulting from the operation or use of the range if the range is in compliance with any noise control laws or ordinances that applied to the range and its operation at the time construction or operation of the range was approved by a local government.

(b) Any person who operates or uses a sport shooting range is not subject to an action for nuisance, and a court of this state shall not enjoin the use or operation of a range on the basis of noise or noise pollution, if the range is in compliance with any noise control laws or ordinances that applied to the range and its operation at the time construction or operation of the range was approved by a local government.

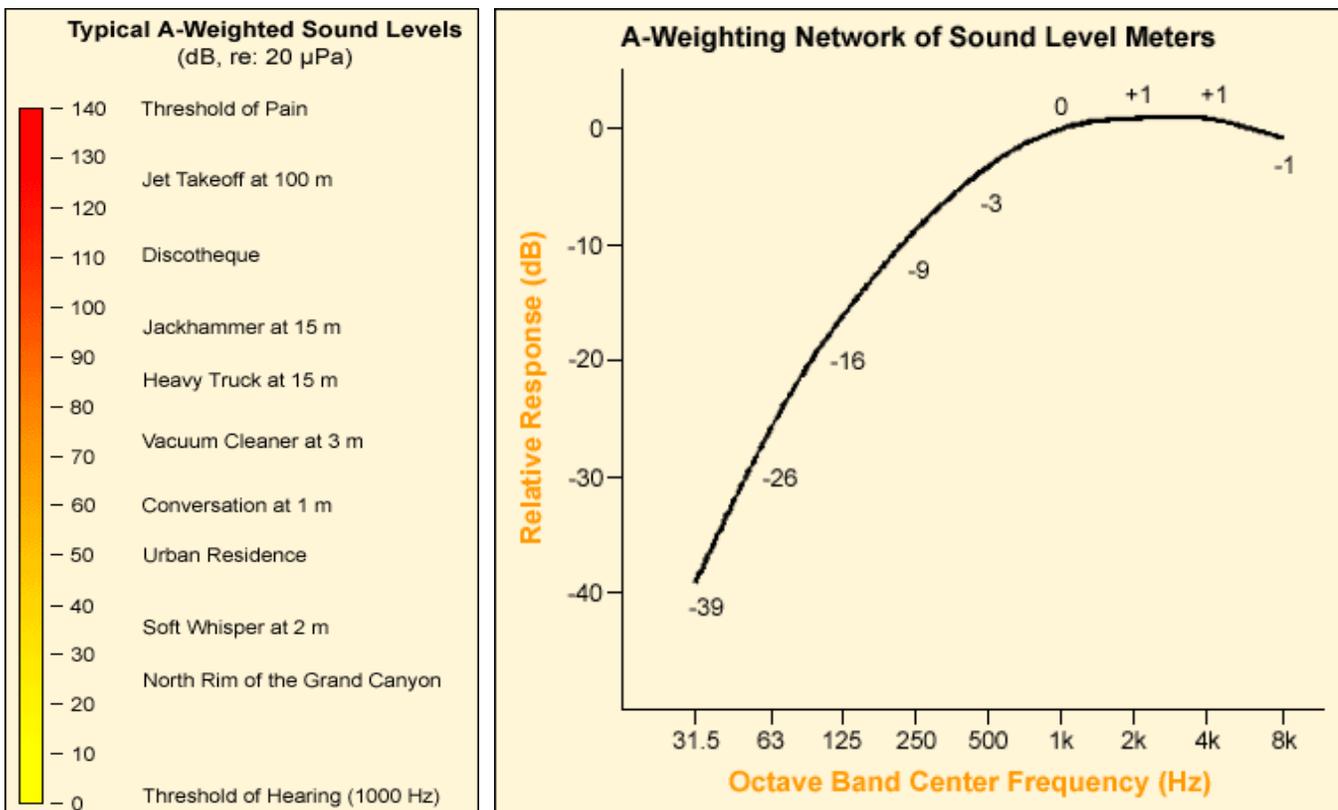
(c) Rules or regulations adopted by any state department or agency for limiting levels of noise in terms of decibel level which may occur in the outdoor atmosphere shall not apply to a sport shooting range exempted from liability under this act.

AGENDA ITEM NO. _____

To provide a non-scientific but conceptual idea of noise impacts, Paul Brock conducted two different types of sound tests at the proposed location. The first, conducted Wednesday, March 26, involved playing pre-recorded firearm discharges recorded at an indoor gun range in Billings at different sound levels. The second, conducted Monday, March 31st, involved discharging .38(?) blanks within the building.

The results will be provided below. To ensure they are interpreted correctly, a reviewer needs to understand the following principles:

1. Decibels are a measure of sound pressure on a logarithmic scale. A sound that increases 10 decibels higher is perceived as approximately twice as loud. Likewise, a 10 decibel reduction would be perceived as half as loud. The chart below shows typical noise levels.
2. Typically when measuring sound in the mid-range frequencies (not extremely low or high pitch), the results are “weighted” to more closely approximate actual human hearing—depicted by the symbol dBA. Measurements taken at the test were recorded as dBA. The chart on the right shows the conversion factors.



(Source: OSHA, website Appendix I:A-4. A-Weighted Network)

3. Through open air, sound decreases at a rate of approximately six decibels for every doubling of distance. For example, a 60 decibel reading at one meter from the source would be reduced to 54 decibels at two meters from the source, 48 decibels at four meters, 42 decibels at eight meters, etc.
4. Sound transmission through solid materials varies greatly, based on the physical properties of the material and the frequency of the sound. The Sound Transmission Class (STC) rating for an 8” wide concrete filled block wall is about 55, which roughly equates to about a 55 decibel decrease. A residential 2x4 exterior insulated wall decreases sound by 8-15 decibels.

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5. There is a potential that when two or more identical sounds are produced simultaneously, those sound waves can combine and carry more readily—initially adding about three decibels, but also not decreasing as readily as a single source.
6. Gunshot decibel levels and frequencies from one FBI funded test are shown below. I cannot verify why the apparent difference between these decibel levels and those measured at the local tests.

Firearm Caliber & Type (Typical)	SPL @ 1 meter Re 20 uPA	Peak Frequency (FFT)
.22 Pistol	146 dB	750 Hz
.38 Revolver	151 dB	500 Hz
.357 Magnum	155 dB	400 Hz
.30-06 Rifle	160 dB	250 Hz
.50 Cal Sniper	170 dB	75 Hz
Source: "An Introduction to Forensic Gunshot Acoustics, Nov. 3, 2011 Presentation, Steven D. Beck, BAE Systems"		

First Test:

Background (ambient) noise on sidewalk in front of building: Typically 50-60 dBA, peaking to 80+ with occasional sounds of nearby vehicles, crows, etc.

104 dBA inside the existing building (speakers near front desk) resulted in some observers located on the front sidewalk hearing slight noise from pre-recorded gunfire. No noise from the pre-recorded gunfire was observed to the sides of the building.

124 dBA inside the existing building (speakers next to and directed at south side wall) resulted in discernable noise at the front of the building by all observers at approximately 65 dbA and minor vibration but not discernable noise immediately south of the building.

Second Test:

Ambient noise on sidewalk in front of building 50-60 dBA typical.

Gunshot (blank) 104 dbA, measured about 10 feet from the pistol inside the building.

68 dBA on sidewalk in front of building, with all doors closed. (36 dBA reduction)

84 dBA on sidewalk in front of building, with outside set of exterior doors open. (20 dBA reduction)

47 dBA in building to north (many shots were not noticeable, once shot appeared to register at 47 dBA).

Gunshot location moved to back end of building resulted in 54 dBA reading at the north wall (neighbor's planned patio).

Noise ordinance around the country vary greatly, from no ordinance, to ordinances based on decibel levels, to ordinances based on a "plainly audible" standard. On average, noise ordinances based on decibel levels typically have the following limits. It is important to note that these levels are usually either an average (or 90% of the time) noise level, with an allowable increase of an additional 10 decibels for up to 10% of the time. In addition, many of these ordinances have a caveat that no

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violation is deemed to occur if the noise is not more than 10 decibels above background noise. The measurement is almost always based on the level at the property line of the subject property.

	<u>Daytime</u>	<u>Nighttime</u>
Residential Area	55/60	50/55
Commercial Area	60/65	55/60
Light Industrial Area	70/80	65/60

Noise ordinances based on the “plainly audible” standard exist in some jurisdictions. One advantage is the ability to enforce the ordinance without needing sound measuring equipment other than human ears. The method has been upheld in the courts. Variation in the location of the “test” does exist between these ordinances—everything from at the property line, to at a specified distance from the property (e.g. 100’), to within neighboring buildings. Like the decibel-based ordinances, some jurisdictions specify that the noise has to be ongoing rather than just occasional.

The opinions on which regulatory method and threshold would be appropriate for gun ranges vary greatly and therefore the issue is really a policy-based decision for Council to determine based on local preference. Because I was specifically asked my opinion, if a noise limit is to be set, I would consider a combination of the two methods—using a decibel-based threshold for readings on the street and utilizing the “plainly audible standard” for within neighboring buildings. This method would address all neighbor noise concerns for within their buildings (although admittedly not in open areas) and also allow a defined amount of noise from the shooting range on the street which is not excessive and which would hopefully not result in “nuisance” calls to 911 for “shots fired”. I am thinking a threshold of 50 dBA outside of the building (i.e. in front of the building), as that is the lower end of the ambient noise level.

This is admittedly a very conservative standard, yet based on the measurements taken from the tests; it would appear to be achievable without any sound protection beyond that anticipated to take sound levels in the shooting range lobby down to conversation level. By the numbers, if the lobby is at 80 dbA (a very loud, almost yelling level), the existing exterior masonry walls of the building will reduce it approximately 55 decibels, the neighbor’s 2x4 insulated wall will reduce it another 8-15 decibels, and the result sound level is less than 20 decibels, which is the level of a soft whisper at one foot and 30 decibels less than soft conversation. Ambient noise levels in the neighboring building to the north were about 40 dBA with everyone being quiet. Remembering that each 10 decibels is a doubling, a 30 decibel difference represents a perceived difference of eight times the sound level. At less than 20 decibels in the neighboring building it would not awake most people from a sleep (45 dB minimum,), or even disrupt their sleep patterns (32 dB minimum).

Applying 80 dBA in the lobby to anticipated noise in front of the building, the existing windows and doors provided a reduction of 15-20 decibels with one set of doors closed and a reduction of 36 decibels with both sets of doors closed, resulting in 60-65 decibels in front of the building with one set of doors open, and 44 decibels with both sets of doors closed.

The decibels thresholds are intended to apply to gunshot noise only, and any brief exceedance due to customers coming in and out of the main doors should be excluded.

Air Pollution:

Lead pollution. According to information from the applicant’s ventilation consultant, shooting six million rounds per year in a facility using the HEPA filtration system contemplated would result in .0015 pounds

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(.024 ounces, or .68 grams) of lead being discharged into the outside air. Based on conversations with the state Clean Air Division, EPA and clean air emission standards would be met with the use of the HEPA filtration system. Admittedly, when inhaled the body absorbs as much as 70% of the lead, while lead is not nearly as readily absorbed through the skin, so airborne lead is more of a concern. However, the levels anticipated are extremely low. In comparison, one gallon of “unleaded” gasoline is limited to no more than .05 grams of lead per gallon by the EPA (EPA website, *Human Health and Lead*). Based on this amount, two gallons of unleaded gas run through a vehicle would emit more lead to the outside air than the gun range operating a full year and firing 6 million rounds. The gun range is not anticipated to contribute significantly to background lead levels in the area.

FISCAL IMPACT

No direct impacts to the city budget are expected.

ATTACHMENTS

Preliminary floor plan

ALTERNATIVES

Approve or deny the request. Applying conditions appears to be an option.

RECOMMENDATION

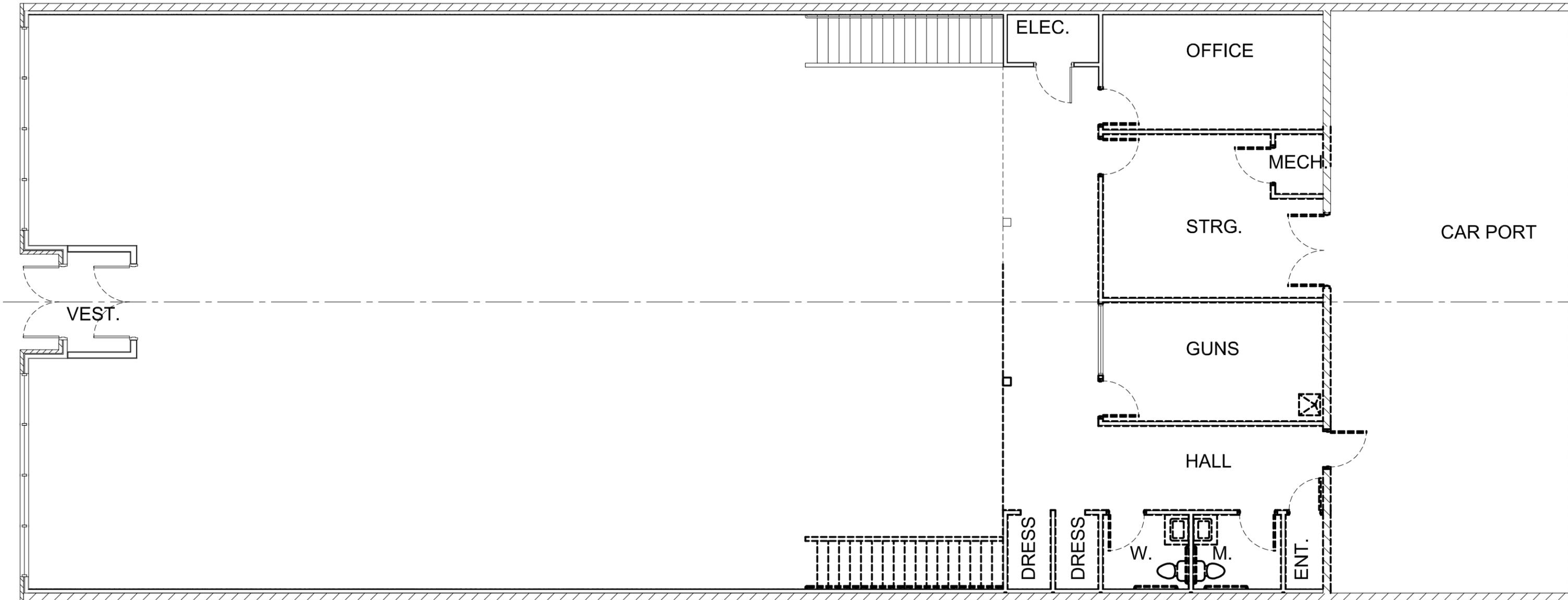
Grant authorization to operate an indoor shooting range to Wyoming Firearms Experience, LLC at 1138 12th Street, as requested, subject to compliance with applicable building and zoning codes and the following conditions:

1. Sound levels from the discharge of firearms within the facility shall not result in noise levels exceeding 50 dBA outside of the building, nor result in firearm noise being “plainly audible” within any neighboring building. Any brief exceedance due to customers coming in and out of the main doors is excluded from this standard.
2. A HEPA filtration system must be used as contemplated, so that any air discharged from the shooting range is not discharged without HEPA filtration.
3. For safety purposes:
 - a. Instructor ratios shall be consistent with national safety standards for situations with trained shooters, and at a ratio of approximately one instructor per two inexperienced shooters. If practice shows the one instructor per two inexperienced shooter ratio to be excessive, the number may be revisited by the City Council.
 - b. The operator shall strictly control the use of ammunition within the facility so that the loads do not exceed design standards. Reloaded ammunition is not authorized.

AGENDA & SUMMARY REPORT TO:

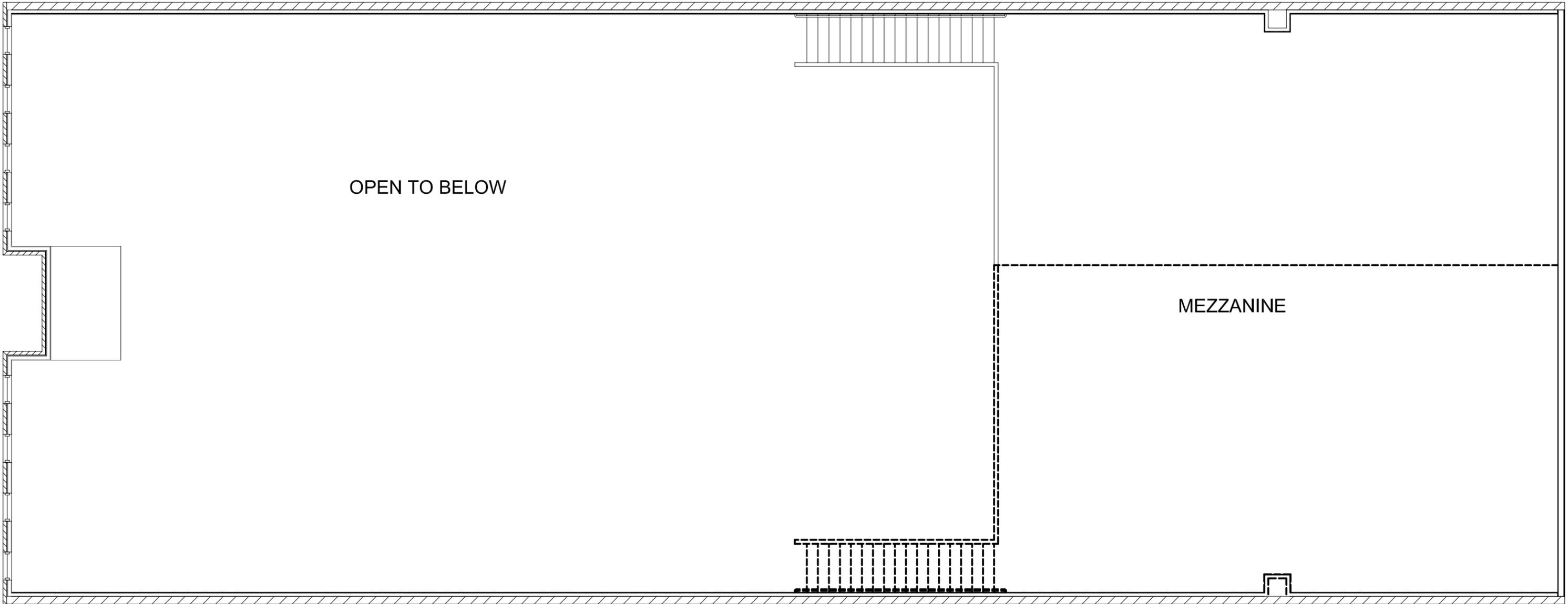
Paul Brock

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MAIN FLOOR DEMOLITION PLAN

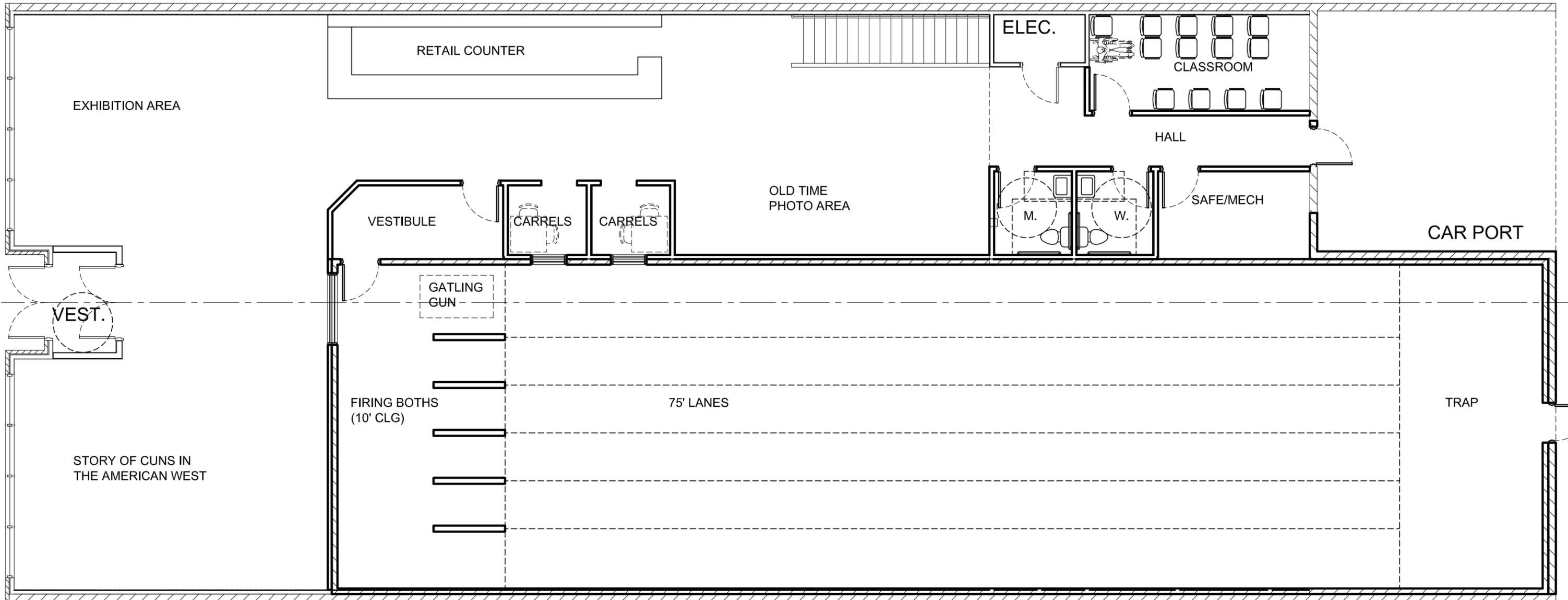
WYFE Preliminary plan layouts
11x17 sheets, 1/8" = 1'-0" scale
1/17/14
Theodore Conover, CTA



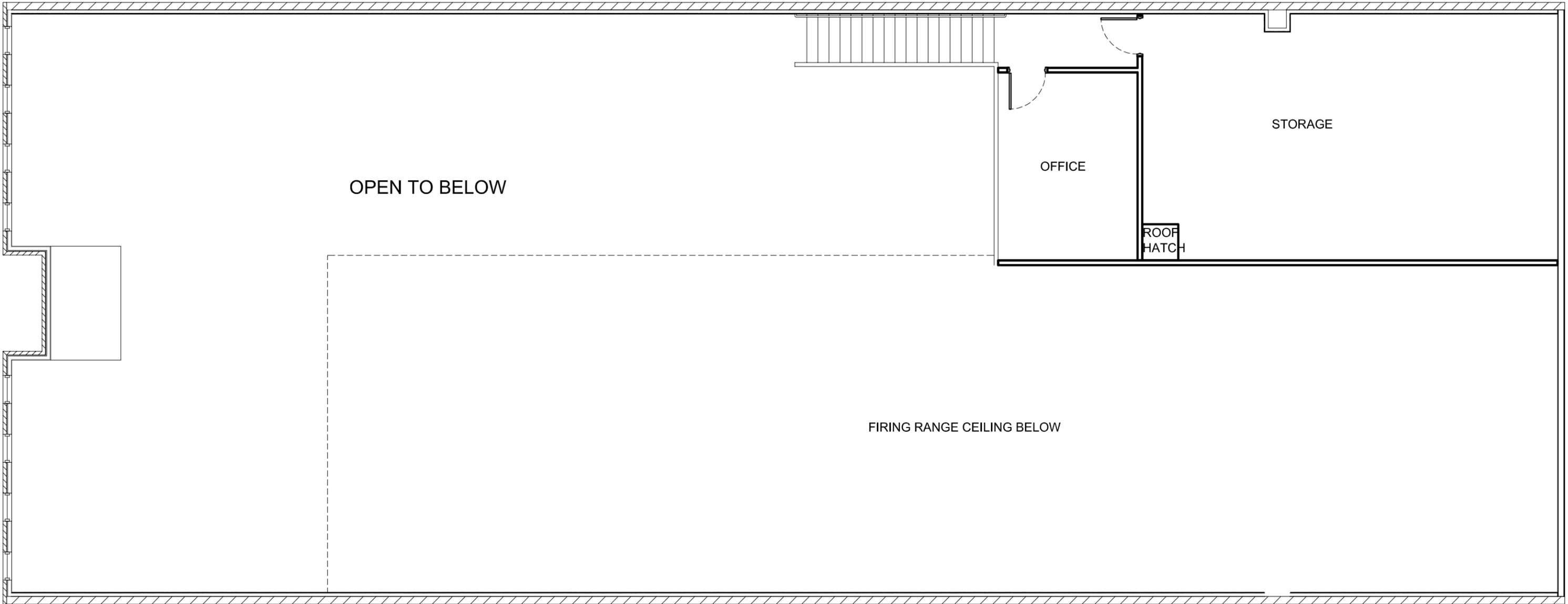
OPEN TO BELOW

MEZZANINE

MEZZANINE FLOOR DEMOLITION PLAN



MAIN FLOOR REMODEL PLAN



MEZZANINE FLOOR REMODEL PLAN

ORDINANCE NO. 2014-02

**AN ORDINANCE REPEALING TITLE 4, CHAPTER 4, ARTICLES I-V,
GARBAGE, REFUSE AND WEEDS, OF THE CODY CITYCODE.**

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

Title 4, Chapter 4, Articles I-V, entitled Garbage, Refuse and Weeds, ARE REPEALED
in their entirety.

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

PASSED ON FIRST READING: _____ 6134236 _____
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2014-03

**AN ORDINANCE ENACTING TITLE 4, CHAPTER 4, ARTICLES I-V,
GABAGE, REFUSE AND WEEDS, OF THE CODY CITY CODE.**

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

Title 4, Chapter 4, Articles I-V, entitled GARBAGE, REFUSE AND WEEDS, are in their entirety, hereby enacted and effective as of DATE.

**Chapter 4
GARBAGE, REFUSE AND WEEDS**

Article I. In General

[4-4-1: Definitions](#)

[4-4-2: Premises To Be Clean And Orderly; Unreasonable Accumulation Of Materials](#)

[4-4-3: Occupied Dwelling, Etc., Prima Facie Evidence Garbage Being Produced; Removal Of Garbage; Accumulations Declared Nuisance](#)

[4-4-4: Storing Or Littering, Etc., Garbage Or Refuse In Streets, Gutters, Etc., Prohibited](#)

[4-4-5: Inflammable Material](#)

[4-4-6: Large Item Pick Up And Tree And Brush Removal](#)

[4-4-7: Removal Of Waste](#)

[4-4-8: Disposition Of Leaves, Grass Clippings And Metal Objects](#)

[4-4-9: Unlawful To Burn Rubbish](#)

4-4-1: DEFINITIONS:

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

COMMERCIAL BUSINESS IN OPERATION: All property used for the purpose of conducting business, either for profit or nonprofit, and is serviced with an electric and/or water meter. Storage Facilities who are not served with either an electric and/or water meter shall be charged the minimum fee for one commercial dumpster collection per week. Businesses in operation who occupy more than one connected or adjoining properties and are conducting the same business in each may be treated as one business on all properties, and may be subject to only one fee. Vacant properties that are connected and/or adjoining and are owned by the same person or entity shall pay an appropriate fee for each property.

GARBAGE: All kitchen refuse, rejected or waste food, meats, fish, fowl, offal, carrion or other refuse accumulation of fruit, vegetable or animal matter that attends the preparation, use, cooking of, or dealing in, or storing of meats, fish, fowl, fruits, vegetables or anything whatsoever which may decompose and become foul, offensive, unsanitary or dangerous to health.

REFUSE: All hay, straw, shavings, paper, plastic, ashes, rubbish, containers, boxes, glass, cans, cartons, bottles and residue from the burning or other destruction of all combustible material whatsoever, and any and all other material commonly known as rubbish or refuse of any kind or character, or by any name known, except as herein excluded.

RESIDENCE: A dwelling or dwellings of multiple units providing living facilities for one or more persons, including provisions for living, sleeping, eating and/or cooking and/or is provided with an electric and/or water meter.

4-4-2: PREMISES TO BE CLEAN AND ORDERLY; UNREASONABLE ACCUMULATION OF MATERIALS:

It shall be the duty of every person, whether owner, lessee or occupant, of any lot, building or premises, including place of business, hotel, restaurant, dwelling house, apartment, townhouses, condominiums, tenement or other establishment, at all times to maintain the premises in a clean and orderly condition, permitting no deposit or accumulation of materials other than those ordinarily attendant upon the use for which such premises are legally intended. Any such accumulation is hereby declared to constitute a nuisance, and a nonconforming use of the premises.

4-4-3: OCCUPIED DWELLING, ETC., PRIMA FACIE EVIDENCE GARBAGE BEING PRODUCED; REMOVAL OF GARBAGE; ACCUMULATIONS DECLARED NUISANCE:

Occupancy of any residence or any place of business in operation shall be prima facie evidence that refuse or garbage is being produced on such premises. All places of residence or business in operation within the city limits shall have refuse service from the city and pay the applicable charges. Services will only be provided to the legal tenant or legal property owner, unless authorized by the administrative services director, or his/her designee. If a residence is not occupied or commercial business is not in operation, and the electric and/or water meter has been removed, the portion of the bill representing the fee for the Park County landfill may be removed, but a minimum fee of one dumpster or roll-out will be charged to the account holder on a monthly basis.

Exceptions: Airport hangars, attached or detached garages or shops where solid waste services are billed on the main residence/commercial account may be exempted from monthly charges if requested and approved by the administrative services director with the concurrence of the public works director, or their designees.

4-4-4: STORING OR LITTERING, ETC., GARBAGE OR REFUSE IN STREETS, GUTTERS, ETC., PROHIBITED:

No hay, straw, shavings, paper, plastic or other combustible materials, sod, grass clippings, weeds, ashes, garbage, bottles, broken glass, nails, tacks, wire, cans, rocks, stones, mattresses or other furniture, or any other refuse, waste materials, or objects shall be placed, thrown, scattered, deposited or swept into any street, gutter, sewer intake, alley, vacant lot, lake, reservoir or other property. Any accumulation of refuse or garbage on any premises outside of city receptacles in the city is hereby declared to be a nuisance and is prohibited hereunder, except for during the large item pick up period, as designated by the governing body. Any person who allows garbage or refuse to accumulate on his/her premises so as to constitute a nuisance or menace to the public health or safety of the inhabitants of the city, shall forthwith be subject to the provisions of [chapter 3](#) of this title relative to nuisances, and the abatement thereof and the penalties therein provided.

4-4-5: INFLAMMABLE MATERIAL:

All paper or other inflammable material, as well as all cartons and boxes, whether of paper, plastic, pasteboard, wood or other material, must be knocked down, must be baled or securely tied in bundles, or when so approved by the street and alley department, must be placed in the trash and garbage receptacles. Exceptions to this regulation will only be permitted during the designated large item pick up periods designated by the governing body.

4-4-6: LARGE ITEM PICK UP AND TREE AND BRUSH REMOVAL:

At times designated by the mayor and approved by the governing body, a large item pick up and tree and brush removal program may be available for general cleanup.

A. Large Item Pick Up: Generally, the large item pick up will be available between November and March each year. One pick up per month will be allowed per residential customer paying for solid waste services within the city. Eligible items must be placed in the street next to the curb in front of the resident's dwelling. Items shall not be placed in such fashion that blocks other residents' driveways or impedes traffic. The administrative services director, or his/her designee, shall maintain a copy of the current program

outlining those items that are eligible for pick up at city hall for citizens to view or receive a copy thereof.

- B. Trees And Brush: Generally, the tree and brush program will be available from November through March for residential customers paying for solid waste services within the city. Tree limbs must be less than ten inches (10") in diameter. Tree limbs and brush must be stacked in an orderly fashion and placed in the street next to the curb in front of the resident's dwelling. The administrative services director, or his/her designee, shall maintain a copy of the current program outlining the details of the program.

The services outlined above will be free of charge during the time periods stated, unless the governing body deems it in the best interest of the city to impose a fee. Requests for services made outside of the time periods stated may be considered by the city, but will be subject to a fee equivalent to the current cost of personnel per hour per each request.

4-4-7: REMOVAL OF WASTE:

The owners or persons responsible therefor shall not permit any unnecessary accumulation, and shall be held responsible for the immediate removal of all trash and refuse to the county landfill as follows, unless special arrangements are made with the city, which arrangements shall include both removal of such materials, and the payment to administrative services for such removal:

- A. Discarded automobile parts, furniture, stoves, etc.
- B. Establishments dealing in wood, hides or furs, slaughter or packing houses, junkyards, tire shops, auto wrecking yards, etc., shall be kept clean and orderly at all times. Premises shall be kept clear by periodic removal, by the proprietors, of all discarded or removable refuse.
- C. Christmas tree vendors shall remove all refuse.
- D. Refuse from billboards shall be removed to the county landfill by the licensed billposters.
- E. Silt and similar deposits from automobile wash racks shall be removed to the county landfill by the establishments creating such deposits.
- F. Other than a light spread of manure which may be applied on lawns or gardens for fertilizing purposes, manure shall not be kept on any premises for any purpose, or kept in piles for later use, but must be either plowed under or removed by the owner, occupant or agent.
- G. All plaster, broken concrete, stone, wood, roofing materials, wire or metal binding, sacks, or loose, discarded or unused materials of all kinds, resulting from the wrecking, construction or reconstruction of any room, basement, wall, fence, sidewalk or building, shall be promptly removed or stored in such manner as not to be scattered about by wind or otherwise, and, as soon as possible, removed, by the person responsible for such work. Such person shall be held liable for any scattering of such refuse upon adjacent property.
- H. Any accumulation of refuse that is highly explosive or inflammable, which might endanger life or property shall be removed to such place as approved by the city; such removal to be handled by the establishments responsible therefor.
- I. All other refuse which may be classed as regular accumulation of waste resulting from any factory, warehouse, trade or industry, shall be removed to the county landfill by those responsible therefor.
- J. Authorized street closures and events, such as a circus, sporting event, festival activity, arts and crafts show or carnival, shall arrange to pay for the removal of all refuse and garbage in connection therewith, at the time the authorization is given. Costs for such services will be recommended by the public works director and approved by the city administrator.

4-4-8: DISPOSITION OF LEAVES, GRASS CLIPPINGS AND METAL OBJECTS:

The following rule shall be complied with in placing the following items for collection and removal:

- A. All leaves and grass shall be bagged and placed within the receptacle for collection. In certain residential locations, at the sole discretion of the City Administrator or his/her designee, the City shall provide receptacles marked "yard waste". In locations where these receptacles are provided, yard waste shall not be bagged, but shall be deposited directly into the container. In these locations, if Solid Waste (domestic garbage) is found to be mixed with "yard waste" the containers will not be collected until the standards solid waste collection day and the resident will be charged an extra collection charge as outlined in 4-13-4-C. Yard waste containers will only be collected from May 1 – October 31.
- B. All metal objects, excluding and excepting tin cans, aerosol cans and similar type objects which are common household refuse, shall be removed to the county landfill by those responsible therefor.

4-4-9: UNLAWFUL TO BURN RUBBISH:

It shall be unlawful for any person to burn papers, rubbish, garbage, refuse or any waste, combustible substances or materials within the city limits. It shall be unlawful for any person to burn leaves, brush, grass or any untreated wood products without a burn permit.

Article II. Receptacles

[4-4-10: Receptacles Required; Specifications, Etc.](#)

[4-4-11: Restaurants, Boarding Houses, Etc., May Be Required To Keep Garbage In Separate Containers](#)

4-4-10: RECEPTACLES REQUIRED; SPECIFICATIONS, ETC.:

The city, as part of its refuse and garbage collection, shall furnish a receptacle for the regular deposit of garbage and refuse as herein required. No such receptacle shall be allowed to overflow and be so constructed that refuse may be blown or scattered about in any way. All garbage and refuse shall be promptly deposited in such receptacles, and kept in no other place.

4-4-11: RESTAURANTS, BOARDING HOUSES, ETC., MAY BE REQUIRED TO KEEP GARBAGE IN SEPARATE CONTAINERS:

Restaurants, or other establishments where the accumulation of garbage is especially great, shall be required by the public works director to bag such garbage.

Article III. Collection And Removal

[4-4-12: Removal Of Certain Garbage And Grease Under Special Contract](#)

[4-4-13: Fee Schedule](#)

[4-4-14: Payment Of Bills](#)

[4-4-15: Use Of Receptacles By Nonresidents Prohibited](#)

4-4-12: REMOVAL OF CERTAIN GARBAGE AND GREASE UNDER SPECIAL CONTRACT:

Certain garbage or grease shall be removed from specified establishments under special contract with the owners of such establishments and private contractors. Said garbage and grease shall be kept in closed sanitary containers, apart from other refuse, and taken out of the city on a routine basis. Such removal shall be made in closed, watertight containers approved by the city.

4-4-13: FEE SCHEDULE:

There is hereby levied and assessed a service charge against persons and/or businesses in the city requiring garbage and debris disposal as outlined in section [4-4-3](#) of this chapter, for all bills generated after October 1, 2009, as follows:

A. For a residence, there shall be a basic monthly minimum charge as follows:

RESIDENTIAL RATES

	Monthly City Solid Waste	Monthly County Landfill Fee	Monthly Fee ¹
Dumpster	\$13.07	\$8.72	\$21.80
1 roll-out container	\$13.07	\$8.72	\$21.80
2 roll-out containers	\$16.37	\$10.93	\$27.30
3 roll-out containers	\$24.64	\$16.44	\$41.08

Note:

1. In addition, there shall be a basic monthly minimum charge of \$1.30 for recycling operations regardless of the user's production and usage of recycling services.

B. For all commercial businesses, the city shall assess a basic monthly minimum charge as provided below. If a user requires different combinations of services or the city determines the user's production and usage requires a different combination of services, the monthly charges shall be as follows:

COMMERCIAL RATES

	Collections Per Week	Monthly City Solid Waste	Monthly County Landfill Fee	Monthly Fee ¹
1 Dumpster	1	\$30.12	\$20.10	\$50.21
	2	\$57.52	\$38.39	\$95.91
	3	\$85.23	\$56.88	\$142.11
	4	\$112.33	\$74.97	\$187.30
	5	\$148.29	\$98.97	\$247.26
	6	\$167.74	\$111.94	\$279.69
2 Dumpsters	1	\$85.23	\$56.88	\$142.10
	2	\$112.33	\$74.96	\$187.30
	3	\$167.74	\$111.94	\$279.69
	4	\$222.85	\$148.72	\$371.58
	5	\$277.67	\$185.30	\$462.97
	6	\$332.78	\$222.08	\$554.86
3 Dumpsters	1	\$85.23	\$56.88	\$142.11
	2	\$167.74	\$111.94	\$279.69
	3	\$250.26	\$167.01	\$417.27
	4	\$332.78	\$222.08	\$554.86
	5	\$415.29	\$277.15	\$692.44
	6	\$497.81	\$332.22	\$830.03
4 Dumpsters	1	\$112.33	\$74.96	\$187.30
	2	\$222.85	\$148.72	\$371.58
	3	\$332.78	\$222.08	\$554.86
	4	\$443.00	\$295.64	\$738.64

	5	\$552.92	\$368.99	\$921.91
	6	\$663.14	\$442.56	\$1,105.70
5 Dumpsters	1	\$148.29	\$98.97	\$247.26
	2	\$277.67	\$185.30	\$462.97
	3	\$415.29	\$277.15	\$692.44
	4	\$552.92	\$368.99	\$921.91
	5	\$690.55	\$460.84	\$1,151.39
	6	\$828.19	\$552.70	\$1,380.89
6 Dumpsters	1	\$167.74	\$111.94	\$279.69
	2	\$332.78	\$222.08	\$554.86
	3	\$497.81	\$332.22	\$830.03
	4	\$663.14	\$442.56	\$1,105.70
	5	\$828.18	\$552.69	\$1,380.87
	6	\$993.21	\$662.83	\$1,656.03
7 Dumpsters	1	\$195.15	\$130.23	\$325.38
	2	\$387.58	\$258.66	\$646.24
	3	\$580.02	\$387.08	\$967.11
	4	\$772.62	\$515.61	\$1,288.23
	5	\$965.20	\$644.14	\$1,609.34
	6	\$1,157.64	\$772.56	\$1,930.20
8 Dumpsters	1	\$222.85	\$148.72	\$371.58
	2	\$443.00	\$295.64	\$738.64
	3	\$662.84	\$442.35	\$1,105.20
	4	\$882.99	\$589.27	\$1,472.26
	5	\$1,103.43	\$736.39	\$1,839.82
	6	\$1,323.28	\$883.10	\$2,206.38

Note:

1. In addition, each commercial or business establishment shall be assessed a basic monthly minimum charge of \$4.40 for recycling operations, regardless of the number of dumpsters the commercial entity is billed for on a monthly basis, and regardless of the user's production and usage of recycling services.

C. Optional Small Commercial and Miscellaneous Service Rate: Any commercial or business establishment that is unable to utilize the dumpsters/roll-outs provided by the City due to the type of waste produced such as, but not limited to carpet, carpet pads, construction debris, or other materials not authorized to be placed within a dumpster, the commercial or business establishment may request from the City Administrator and/or his/her designee to determine if the commercial or business establishment is suitable to be assessed a basic monthly minimum charge as provided under the residential rates. The business establishment must be able to show proof of contract with another solid waste provider to handle their primary waste products. The Optional Small Commercial and Miscellaneous Service Rate will only be offered to those businesses and establishments that can provide proof that the containers provided by the City cannot be utilized.

D. Any person or commercial or business establishment requiring garbage and debris pick up where the dumpsters and/or roll-out containers are not readily accessible from the alley or a street shall be charged an additional fee of fifteen dollars (\$15.00) for each pick up. If a person or commercial business establishment fails to put out a dumpster or roll-out container in time for a regularly scheduled pick up and they require a special pick up, a charge of fifteen dollars (\$15.00) shall be paid. All requests for pick up made after two o'clock (2:00) P.M. will be charged an additional fifteen dollars (\$15.00), for a total of thirty dollars (\$30.00) per pick up if a crew is available for the pick up request. If there is no availability of a crew for pick up and the request is made after two o'clock (2:00) P.M., the request will not be fulfilled until the next business day.

E. Any person or business using a roll-out container shall place the same at the curb area immediately in front of the user's property not more than twelve (12) hours before a scheduled pick up and shall remove same to the user's property away from the street to a protected area within twelve (12) hours of a scheduled pick up. Violations of this section shall be punished pursuant to section [1-4-1](#) of this code.

4-4-14: PAYMENT OF BILLS:

All bills for the rates and charges of all utility services furnished by the city shall be due fifteen (15) days from the billing date. All bills shall be delinquent on the sixteenth day thereafter. Delinquent procedures shall commence after the thirty fifth day after the bill date. The city reserves the right to disconnect other metered utilities servicing the same property, such as water and/or electric, on the forty fifth day after the bill date, or on the next scheduled disconnect date. There will be no exception for businesses that have third party contractual agreements with other companies to pay bills for solid waste services. In the case of extreme hardship, customers may request an adjustment/agreement to make payments with the director of administrative services, or his/her designee. All provisions regarding the payment of bills and fee structures as outlined in [title 8, chapter 1](#), "Electricity", of this code will be applicable to this chapter.

4-4-15: USE OF RECEPTACLES BY NONRESIDENTS PROHIBITED:

It shall be unlawful for any individual to bring garbage which is generated or accumulated outside the city limits of the city into the city and dump the same at any place, or to place the same in a receptacle that has been provided for the use of individuals or businesses within the city paying for garbage collection services. This prohibition shall not apply to those who are paying for residential or commercial garbage collection services within the city.

Any individual found violating this provision shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished and/or fined as provided in section [1-4-1](#) of this code.

Article IV. Weeds

[4-4-16: Purpose; Violation A Fire Hazard And Nuisance](#)

[4-4-17: Weeds To Be Mowed And Removed](#)

[4-4-18: Liability For Enforcement; Notice To Comply](#)

[4-4-19: City May Have Weeds Cut; Cost Constitutes Lien On Property](#)

[4-4-20: Penalty](#)

4-4-16: PURPOSE; VIOLATION A FIRE HAZARD AND NUISANCE:

The purpose of this article is primarily to safeguard the health of this community. Violation of this article is also deemed to constitute a fire hazard and a nuisance.

4-4-17: WEEDS TO BE MOWED AND REMOVED:

It shall be the duty of the owner, lessee or occupant, having control of any lot or premises, to mow or otherwise destroy and remove the weeds that may grow upon such lot or premises, as well as upon the parking space between such property and the street, and also upon that portion of the alley adjoining such premises.

4-4-18: LIABILITY FOR ENFORCEMENT; NOTICE TO COMPLY:

The city requires compliance with this article. The owner, lessee or occupant of any premises shall be held liable for such compliance; and if such person shall refuse or fail to destroy and remove any weeds upon any premises under his/her care and control, he/she shall be served with verbal or written notice requiring removal of such weeds within three (3) days from the date of such notice.

4-4-19: CITY MAY HAVE WEEDS CUT; COST CONSTITUTES LIEN ON PROPERTY:

Upon failure to comply with notice as mentioned in section [4-4-18](#) of this chapter, the city may have such weeds destroyed and removed, charging the cost thereof as a special bill for refuse removal. Should such bill not be paid within thirty (30) days of invoice, the same shall become a lien against such property, and collectible as such.

4-4-20: PENALTY:

Any person found guilty of violating any provision of this chapter shall be punished as provided in section [1-4-1](#) of this code for each offense. Punishment as herein required shall not relieve such violator from paying the expense of the city hereinbefore provided for.

Article V. Vehicles Transporting Loose Materials

[4-4-21: Covered Cargo Required](#)

[4-4-22: Duty Of Owner Of Truck Or Vehicle](#)

[4-4-23: Prima Facie Evidence](#)

[4-4-24: Penalty](#)

4-4-21: COVERED CARGO REQUIRED:

It shall be unlawful for any person to transport any loose cargo by truck or other motor vehicle within the corporate limits unless such cargo is covered or secured in such manner as to prevent depositing of litter on public and private property.

4-4-22: DUTY OF OWNER OF TRUCK OR VEHICLE:

The duty and responsibility imposed by section [4-4-21](#) of this chapter shall be applicable alike to the owner of the trucks or other vehicles, the operator thereof and the person from whose residence or establishment the cargo originated.

4-4-23: PRIMA FACIE EVIDENCE:

In the prosecution charging a violation of section [4-4-21](#) of this chapter, lack of adequate covering or securing shall in itself constitute proof a violation has been committed.

4-4-24: PENALTY:

Any person found guilty of violating any provision of this article shall be punished as provided in section [1-4-1](#) of this code.

Any individual found violating this provision shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished and/or fined as provided in section [1-4-1](#) of this code.

[Footnote 1:](#) WS § 35-10-101 et seq.

[Footnote 2:](#) WS § 15.1-3(19).

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

PASSED ON FIRST READING: _____ 6134236 _____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2014-04

**AN ORDINANCE REPEALING TITLE 8, CHAPTER 2, ARTICLE II,
SECTION 40, SCHEDULE OF RATES AND CHARGES, OF THE CITY
OF CODY MUNICIPAL CODE**

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

Title 8, Chapter 2, Article II, Section 40, Schedule of Rates and Charges, ARE
REPEALED in their entirety.

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

PASSED ON FIRST READING: _____ 6134236 _____
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2014-05

AN ORDINANCE ENACTING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, OF CODY CITY CODE

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

Title 8, Chapter 2, Article II, Section 40, entitled Schedule of Rates and Charges, in its entirety, hereby enacted and effective as of July 1, 2014.

8-2-40: SCHEDULE OF RATES AND CHARGES:

The rates for metered water sold within the city limits shall be as follows:

The minimum monthly charge for each meter shall be as follows:

SMP Charge	Base Charge	Meter Size
\$ 10 .00	\$ 13.00	³ / ₄ inch
20.00	26.00	1 inch
40.00	52.00	1 ¹ / ₂ inches
70.00	91.00	2 inches
160.00	208.00	3 inches
280.00	364.00	4 inches
640.00	832.00	6 inches

The SMP fee is the wholesale tap equivalency fee charged by the Shoshone Municipal Pipeline. The base charge is the fee assessed by the city for the operation and maintenance of the water lines. The minimum monthly fee is calculated as follows:

SMP charge + base charge + \$2.60 per thousand gallons per month.

In the event that the water meter is permanently removed and the service will no longer be usable on the property, the base fee and SMP fee may be removed from the utility account. In all other circumstances, the base fee and SMP fee will be charged on a monthly basis, regardless of usage.

- A. The rate of metered water sold outside the corporate limits shall be the same as listed above, unless determined otherwise by the governing body, and shall at no time exceed one and one-half (1¹/₂) times the rates listed above.

- B. The rate and regulations for unmetered water taken from a fire hydrant, the city water crane or any unmetered source shall be as follows:
 - 1. For water taken from the city water crane, a minimum of seven dollars twenty two cents (\$7.22) for the first one thousand (1,000) gallons or less, plus seven dollars twenty two cents (\$7.22) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or any fraction thereof, per trip or load.

 - 2. Any person desiring to take domestic city water from any other unmetered source, excepting city personnel for authorized city purposes and fire department personnel for

authorized fire department purposes, shall first obtain a written permit from the public works director or his/her designee. Such permit shall fully state the name and billing address of the person or party responsible for payment of water taken, meter number for meter used, and the location of the source (hydrant) from where the water is to be taken. The fee for the use of water shall be a minimum of seven dollars twenty two cents (\$7.22) for the first one thousand (1,000) gallons or less, plus seven dollars twenty two cents (\$7.22) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or fraction thereof, per trip or load. This fee may be adjusted to the cost of the water from SMP to the city, if the water is used for city projects or as determined by the governing body.

Payment of bills shall be as outlined in the city electric ordinance, [chapter 1](#) of this title.

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

PASSED ON FIRST READING: _____6134236_____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director