

# City of Cody City Council

## AGENDA

Tuesday, May 6, 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

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

Recognition – Scott Balyo – Chamber Director of the Year for Wyoming

Proclamation – May - National Water Safety Month

Appoint Tasa Brost as Deputy Clerk and Perform the Oath of Office.

### 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 April 1 and April 24, 2014 and Regular Meeting Minutes from April 15, 2014.
- b. Approval of vouchers and payroll in the amount of \$596,782.87
- c. Consider a request from First Bank of Wyoming to close 9<sup>th</sup> Street between Sheridan Avenue and Beck Avenue, with the Chamber entrance remaining unobstructed, and Beck Avenue from 9<sup>th</sup> Street to 10<sup>th</sup> Street, with the north lane remaining unobstructed for emergency vehicle passage, from 8:00 a.m. on Saturday, July 5<sup>th</sup> to 11:00 p.m. on Saturday, July 5<sup>th</sup>, 2014 for free concert in the park.
- d. Approve a Grant Agreement between the City of Cody, Yellowstone Regional Airport Board and the Federal Aviation Administration for the Runway Rehabilitation and Lighting Project in the amount of \$3,050,000 and authorize the Mayor to sign said agreement.
- e. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Two Medicine to provide Preventive Health Strategies.
- f. Consider awarding the quote for the 2014 Multiple Sanitary Sewer Main Rehabilitation project to Planned and Engineered Construction Inc. (PEC) in the amount of \$42,500. Authorize the Mayor to enter into and sign a contract between the City of Cody and PEC contingent upon review and approval by the City Attorney.
- g. Consider an extension of the current contract for one year with Brad Hall and Associates for the supply of fuel for the City of Cody, with a new contract ending date of June 30, 2015.

- h. Approve a change in the dispensing room for Gulch Street Properties LLC to a 7' x 13' room in the NE corner of the building located at 1134 13<sup>th</sup> Street.
- i. Approve a plat amendment for Lots 1 and 2 of the Lafollette Subdivision to terminate an unused utility easement and establish new utility and access easements.
- j. Authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and other agencies as it relates to Temporary Law Enforcement Assistance.
- k. Authorize the Mayor to sign Change Order #1 from Long Technologies in the amount of \$16,422 for the Recreation Center Boiler maintenance project and authorize the additional funds to be paid from the public improvements line item.
- l. Approve a revised Project Development and Administration Agreement between the City of Cody, Forward Cody and Cody Laboratories, Inc. for the Wyoming Business Council Business Ready Communities Business Committed Cody Labs Warehouse Grant Project to be located on Road 2AB and authorize the Mayor to sign both the Project Development and Administration Agreement, as well as, acknowledge the Lease Agreement.
- m. Approve the Amendment to the Employment Agreement for the City Administrator.

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 Herbert & Barbara Hoy dba H & B Wild Horse Café and Gifts located at 440 Yellowstone Avenue.

## 3. Conduct of Business

- a. Consider approving a new Restaurant Liquor License to Herbert & Barbara Hoy dba H & B Wild Horse Café and Gifts located at 440 Yellowstone Avenue.  
Staff Reference: Cindy Baker, Administrative Services Officer
- b. Consider approving a request from Leonard Moore dba Pat O'Hara Brewing Co. LLC, as lessee of the property at 1019 15<sup>th</sup> Street, for a major sidewalk café permit to utilize an outdoor serving area in front of the business, within the 15<sup>th</sup> Street public right-of-way.  
Staff Reference: Todd Stowell, City Planner  
Spokesperson: Leonard Moore, Pat O'Hara Brewing Co. LLC
- c. Consider approving a request from Leonard Moore dba Pat O'Hara Brewing

Co. LLC for an outdoor serving area at 1019 15<sup>th</sup> St contingent upon meeting all building and permitting regulations.

Staff Reference: Cindy Baker, Administrative Services Officer

Spokesperson: Leonard Moore, Pat O'Hara Brewing Co. LLC

- d. Consider approving the Trailhead 3 PUD, Phase 6 preliminary Plat and a Major adjustment to authorize ten of the lots to be developed with duplexes rather than single-family dwellings.

Staff Reference: Todd Stowell, City Planner

- e. **RESOLUTION 2014-04 – ADOPTION OF BUILDING CODES**

Staff Reference: Steve Payne, Public Works Director

- f. **ORDINANCE 2014-02 – THIRD AND FINAL 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

- g. **ORDINANCE 2014-03 – THIRD AND FINAL 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

- h. **ORDINANCE 2014-04 – THIRD AND FINAL 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

- i. **ORDINANCE 2014-05 – THIRD AND FINAL 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

MAY AS NATIONAL WATER SAFETY MONTH

WHEREAS, citizens of the City of Cody recognize the vital role that swimming and aquatic like activities relate to good physical and mental health and enhance the quality of life for all people; and

WHEREAS, the citizens of the City of Cody understand the essential role that aquatic education has on Water Safety in preventing drowning and recreational water-related injuries; and

WHEREAS, the citizens of Cody recognize the ongoing efforts and commitments to educate the public on pool and spa safety and initiatives by the pool, spa, waterpark, recreation and parks industries; and

WHEREAS, the citizens of Cody understand the vital importance of communicating Water Safety rules and programs to families and individuals of all ages, whether owners of private pools, users of public swimming facilities, or visitors to waterparks;

NOW, THEREFORE, I, Nancy Tia Brown, Mayor of the City of Cody do hereby declare the Month of May, a **NATIONAL WATER SAFETY MONTH**

And to urge all those in the City of Cody to support and promote this observance.

IN WITNESS WHEREOF, I have hereunto set and caused the seal of the City of Cody to be affixed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

MAYOR:

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ATTEST:

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**City of Cody**  
**Council Proceedings**  
**Thursday April 10, 2014**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, April 10, 2014 at 4:15 p.m.

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

Absent: Council Member Landon Greer

Mayor Brown called the meeting to order at 4:22 p.m.

The Governing Body discuss Animal Ordinance

Perry Rockvam, Chief of Police provided the Governing Body with projected cost and funding associate with Hells Angels event. Staff was provided direction on how to proceed.

The Governing Body reviewed the agenda for the April 15, 2014 meeting. No action was taken.

There being no further discussion, the meeting adjourned at 5:52 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

**City of Cody**  
**Council Proceedings**  
**Thursday April 24, 2014**

A special meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Thursday, April 24, 2014 at 4:15 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Bryan Edwards, Jerry Fritz, Landon Greer, Steve Miller, Stan Wolz, City Attorney, Scott Kolpitke, City Administrator Jenni Rosencranse.

Absent: None

- Council Member Anderson made a motion seconded by Council Member Edwards to enter in to an Executive Session at 4:15 p.m. pursuant to Wyoming State Statute 16-4-405(a)(iii) (litigation) and Wyoming State Statute 16-4-405(a)(ii) (personnel matter). Council Member Miller made a motion seconded by Council Member Greer to exit the Executive Session at 5:55 p.m. No action was taken.

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Jenni Rosencranse  
City Administrator

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Nancy Tia Brown  
Mayor

**City of Cody  
Council Proceedings  
Tuesday, April 15, 2014**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, April 15, 2014 at 7:00 p.m.

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

Absent: None.

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 "h" to the consent calendar and add to item "b" of conduct of business authorize the Mayor to sign the Boundary Line Adjustments documents, contingent upon review. Vote was unanimous.

Mayor Brown declared April 26<sup>th</sup> as Arbor Day 2014.

Mayor Brown declared the Month of April as National Donate a Life Month.

Mayor Brown and the City of Cody Council recognized – Blaine Kever, past City of Cody employee, as well as, celebrating his 100<sup>th</sup> birthday

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar as amended including approval of Special Meeting Minutes from March 27, 2014 and Regular Meeting Minutes from April 1, 2014; approve of vouchers and payroll in the amount of \$1,598,563.25; appoint Mayor Brown as the voting delegate and Council Member Anderson as the alternate voting delegate for the 2014 WAM Convention in June, 2014; authorize the Mayor to sign the SSBCI Quarterly Certification on Use of Allocated Funds; approve a transfer of the 2014 July 4<sup>th</sup> agreement for the Wild West Extravaganza festival from Becky Kinkade to her brother Jerry Kinkade, and authorize the Mayor to enter into and sign a one year agreement between the City of Cody and Jerry Kinkade for this event; approve a request from the Cody Fire Department to close 11<sup>th</sup> Street between Sheridan Avenue and Beck Avenue from 12:00 p.m. on Friday May 2<sup>nd</sup> to 4:00 p.m. on Sunday May 4<sup>th</sup>, 2014 for the 40<sup>th</sup> annual Cody Fire School and authorize the Cody Fire Department to utilize City Barricades for this street closure; award Bid No 2014-01 to Harris Trucking and Construction in the amount of \$429,745.50 for the 16<sup>th</sup> 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; authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and the City of Lander for Temporary Law Enforcement Assistance. Vote was unanimous.

At 7: 26 p.m. Mayor Brown entered into 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 2101 Roger Sedam Drive. After calling for comments three more times and there being none, at Mayor Brown ended the first public hearing and entered into a second public hearing at 7:29 p.m. 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. Scott Kolpitcke, City Attorney provided background information as it relates to this issue. Bob Hooper, Yellowstone Regional Airport manager, explained the reasoning behind the trade, restrictions, FFA concerns and the future demolishing of the National Guard Building contingent upon funding. John Housel, Citizen, provided a general comment. After calling for comments three more times and there being none Mayor Brown exited the public hearing at 7:38 p.m.

Council Member Wolz made a motion seconded by Council Member Edwards to approve a new Restaurant Liquor License to Antonio & Norma Jurado dba Norma's Mexi Can located at 2101 Roger Sedam Drive. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Miller to approve the 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, as well as, authorize the Mayor to sign the Boundary Line Adjustment documents, contingent upon review. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Anderson to approve 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. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Miller to approve the request from Wyoming Firearms Experience, LLC to operate an indoor shooting range at 1138 12<sup>th</sup> Street with staff recommendations as outlined with 45dBA at the property line on the west side of the building, 35dBA at the property line on the east side of the building and not plainly audible at the property line on the south and north side of the building. Vote was unanimous.

**ORDINANCE 2014-02 – SECOND 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 Second Reading. Vote was unanimous.

**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.** Council Member Fritz made a motion seconded by Council Member Wolz to approve Ordinance 2014-03 on Second Reading. Council Member Anderson abstained. Vote was unanimous.

**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.** Council Member Wolz made a motion seconded by Council Member Miller to approve Ordinance 2014-04 on Second Reading. Vote was unanimous.

**ORDINANCE 2014-05 – SECOND READING**

**AN ORDINANCE ENACTING TITLE 8, CHAPTER 2, ARTICLE II, SECTION 40, SCHEDULE OF RATES AND CHARGES, CITY OF CODY MUNICIPAL CODE.** Council Member Wolz made a motion seconded by Council Member Miller to approve Ordinance 2014-05 on Second Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 10:48 pm

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>ACE HARDWARE</b>							
<b>2390</b>							
	277185	BATTERIES	03/31/2014	13.99	13.99	04/29/2014	
	277187	BATTERIES	03/31/2014	6.00	6.00	05/07/2014	
	277358	BATTERIES	04/03/2014	69.95	69.95	05/07/2014	
	277453	ROPE FOR WHEEL CHOCKS	04/04/2014	10.49	10.49	05/07/2014	
	277469	IRRIGATION REPAIRS - GLEND	04/04/2014	9.99	9.99	05/07/2014	
	277470	CREDIT ON RETURN	04/04/2014	9.99-	9.99-	05/07/2014	
	277577	MARKING TAPE (SNOW FENCE	04/07/2014	7.99	7.99	05/07/2014	
	277605	AERATOR FLOAT REPAIR	04/07/2014	5.79	5.79	05/07/2014	
	277615	FUSES	04/07/2014	12.99	12.99	05/07/2014	
	277619	CREDIT ON RETURN	04/07/2014	12.99-	12.99-	05/07/2014	
	277823	IRRIGATION SUPPLIES	04/10/2014	3.58	3.58	05/07/2014	
	278024	SUPPLIES	04/14/2014	10.48	10.48	05/07/2014	
	278109	MATERIAL & SUPPLIES	04/15/2014	26.94	26.94	05/07/2014	
	278178	OLIVE GLENN II IRRIGATION R	04/16/2014	15.90	15.90	05/07/2014	
	278230	OUTLET COVERS - LAB	04/17/2014	.98	.98	05/07/2014	
	278419	PAINTING SUPPLIES	04/21/2014	18.05	18.05	05/07/2014	
	278431	BATTERIES, WIRE TIES	04/21/2014	26.98	26.98	05/07/2014	
	278753	ENTRY DOOR ON NICHOL MAL	04/25/2014	65.81	65.81	05/07/2014	
	278775	PAINT ROLLER - CURB PAINTIN	04/25/2014	7.99	7.99	05/07/2014	
	278776	ENTRY DOOR ON NICHOL MAL	04/25/2014	4.29	4.29	05/07/2014	
Total 2390:				295.21	295.21		
<b>ACKER ELECTRIC</b>							
<b>270</b>							
	30140	FUSES - WATER CRANE	04/08/2014	26.60	.00		
Total 270:				26.60	.00		
<b>ADVANCED INFO SYSTEMS</b>							
<b>129162</b>							
	11360	CYCLE 2 OUTSOURCE BILLS	04/04/2014	231.10	231.10	05/07/2014	
	11385	CYCLE 1 OUTSOURCE BILLS	04/15/2014	385.37	385.37	05/07/2014	
	11395	CYCLE 2 OUTSOURCE BILLS	04/23/2014	178.93	178.93	05/07/2014	
Total 129162:				795.40	795.40		
<b>ALBERTSONS</b>							
<b>430</b>							
	STMT 041714	LATE FEE	04/17/2014	7.50	7.50	05/07/2014	
	STMT 041714	LATE FEE	04/17/2014	7.50	7.50	05/07/2014	
Total 430:				15.00	15.00		
<b>AMERICAN TRAINCO INC</b>							
<b>129777</b>							
	89166	TRAINING - ANDREW JOHNSTO	04/04/2014	990.00	990.00	05/07/2014	
	89167	TRAINING - ANDREW JOHNSTO	04/04/2014	990.00	990.00	05/07/2014	
Total 129777:				1,980.00	1,980.00		
<b>AMERICAN WELDING &amp; GAS, INC.</b>							
<b>128592</b>							
	02694884	SAFETY GLASSES	04/14/2014	61.91	61.91	05/07/2014	
	02696355	CO2	04/15/2014	36.29	36.29	05/07/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128592:				98.20	98.20		
<b>AMERI-TECH EQUIPMENT</b>							
<b>123053</b>							
	12701	D11 AIR GATE VALVE	04/04/2014	115.78	115.78	05/07/2014	
Total 123053:				115.78	115.78		
<b>BECKER, ALYSSA</b>							
<b>129998</b>							
	332465	REC CENTER REFUND	04/24/2014	125.00	125.00	05/07/2014	
Total 129998:				125.00	125.00		
<b>BIG HORN PAINT</b>							
<b>1180</b>							
	0061421	DUMPSTER PAINT	04/21/2014	50.39	50.39	05/07/2014	
Total 1180:				50.39	50.39		
<b>BIG HORN WHOLESALE</b>							
<b>1210</b>							
	11546	MATERIAL & SUPPLIES	04/07/2014	548.78	548.78	05/07/2014	
Total 1210:				548.78	548.78		
<b>BLACKSTONE, JAMES E</b>							
<b>129992</b>							
	3045023	REFUND UTILITY DEPOSIT	04/11/2014	58.68	58.68	05/07/2014	
Total 129992:				58.68	58.68		
<b>BLOEDORN LUMBER</b>							
<b>1590</b>							
	1629790	SUPPLIES	04/15/2014	44.91	44.91	05/07/2014	
	1638566	SUPPLIES	04/21/2014	17.97	17.97	05/07/2014	
	1646417	ENTRY DOOR ON NICHOL MAL	04/24/2014	78.25	78.25	05/07/2014	
	1647280	ENTRY DOOR ON NICHOL MAL	04/25/2014	14.25	14.25	05/07/2014	
Total 1590:				155.38	155.38		
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>							
<b>1360</b>							
	042114	INSURANCE PREMIUMS	04/21/2014	110,803.06	110,803.06	05/07/2014	
Total 1360:				110,803.06	110,803.06		
<b>BLUE RIBBON TREE SERVICE</b>							
<b>129843</b>							
	1064	RIGHT OF WAY CLEARING	04/11/2014	1,875.00	1,875.00	05/07/2014	
Total 129843:				1,875.00	1,875.00		
<b>BORDER STATES INDUSTRIES, INC</b>							
<b>1420</b>							
	907199681	Wire, primary 4/0 strd, jacketed, 2	04/15/2014	17,418.90	17,418.90	05/07/2014	WIRUGP4/025

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	907199681	Wire, primary 4/0 strd, jacketed, 2	04/15/2014	8,709.45	8,709.45	05/07/2014	WIRUGP4/025
Total 1420:				26,128.35	26,128.35		
<b>BRAGG PLUMBING AND HEATING INC</b>							
<b>127760</b>							
	5645	WATER SERVICE - 1432 SALS B	04/01/2014	771.00	771.00	05/07/2014	
Total 127760:				771.00	771.00		
<b>BRENDLE, ALENA</b>							
<b>129983</b>							
	16274019	REFUND UTILITY DEPOSIT	04/09/2014	54.28	54.28	05/07/2014	
Total 129983:				54.28	54.28		
<b>C &amp; C WELDING</b>							
<b>1690</b>							
	17388	AERATOR REPAIR	04/02/2014	177.33	177.33	05/07/2014	
	17410	TAP MJ PLUG	04/09/2014	160.00	160.00	05/07/2014	
Total 1690:				337.33	337.33		
<b>CENTURY LINK</b>							
<b>10091</b>							
	041914	PHONE CHARGES - RECYCLE	04/19/2014	36.89	36.89	05/07/2014	
	041914	PHONE CHARGES - PD	04/19/2014	36.89	36.89	05/07/2014	
	041914	PHONE CHARGES - ADMIN	04/19/2014	426.11	426.11	05/07/2014	
	041914	PHONE CHARGES - REC	04/19/2014	38.92	38.92	05/07/2014	
	041914	PHONE CHARGES - REC	04/19/2014	116.72	116.72	05/07/2014	
	041914	PHONE CHARGES - FACILITIES	04/19/2014	95.43	95.43	05/07/2014	
Total 10091:				750.96	750.96		
<b>CHADWICK VETERINARY HOSPITAL</b>							
<b>2130</b>							
	033114	CANINE CARE CASE 14-338	03/31/2014	60.00	60.00	05/07/2014	
Total 2130:				60.00	60.00		
<b>CHARTER</b>							
<b>129861</b>							
	032814	INTERNET - REC CENTER	03/28/2014	79.90	79.90	05/07/2014	
	040214	INTERNET - EL SHOP	04/02/2014	54.95	54.95	05/07/2014	
	040414	INTERNET - PD	04/04/2014	54.95	54.95	05/07/2014	
	041514	INTERNET - SHOP	04/15/2014	46.14	46.14	05/07/2014	
	041514	INTERNET - SHOP	04/15/2014	11.88	11.88	05/07/2014	
	041514	INTERNET - SHOP	04/15/2014	6.99	6.99	05/07/2014	
	041514	INTERNET - SHOP	04/15/2014	4.89	4.89	05/07/2014	
	041514	INTERNET - CITY HALL	04/15/2014	79.99	79.99	05/07/2014	
Total 129861:				339.69	339.69		
<b>CHUCKS LAWN CARE</b>							
<b>125081</b>							
	042214	SNOW REMOVAL - APRIL 2014	04/22/2014	115.00	115.00	05/07/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 125081:				115.00	115.00		
<b>CITY OF CODY</b>							
<b>2260</b>							
	040914	UTILITIES	04/09/2014	461.68	461.68	05/07/2014	
	040914	UTILITIES	04/09/2014	155.08	155.08	05/07/2014	
	040914	UTILITIES	04/09/2014	65.42	65.42	05/07/2014	
	040914	UTILITIES	04/09/2014	16.85	16.85	05/07/2014	
	040914	UTILITIES	04/09/2014	9.91	9.91	05/07/2014	
	040914	UTILITIES	04/09/2014	6.93	6.93	05/07/2014	
	040914	UTILITIES	04/09/2014	952.39	952.39	05/07/2014	
	040914	UTILITIES	04/09/2014	7,738.04	7,738.04	05/07/2014	
	040914	UTILITIES	04/09/2014	46.84	46.84	05/07/2014	
	041614	UTILITIES	04/16/2014	451.67	451.67	05/07/2014	
	042314	UTILITIES	04/23/2014	2,513.13	2,513.13	05/07/2014	
	042314	UTILITIES	04/23/2014	111.89	111.89	05/07/2014	
	042314	UTILITIES	04/23/2014	1,135.34	1,135.34	05/07/2014	
	042314	UTILITIES	04/23/2014	4,695.27	4,695.27	05/07/2014	
	042314	UTILITIES - REC CENTER	04/23/2014	2,702.94	2,702.94	05/07/2014	
	042314	UTILITIES - REC CENTER	04/23/2014	8,108.04	8,108.04	05/07/2014	
	042314	UTILITIES	04/23/2014	1,092.22	1,092.22	05/07/2014	
	042314	UTILITIES	04/23/2014	281.32	281.32	05/07/2014	
	042314	UTILITIES	04/23/2014	165.49	165.49	05/07/2014	
	042314	UTILITIES	04/23/2014	115.82	115.82	05/07/2014	
	042314	UTILITIES	04/23/2014	1,461.20	1,461.20	05/07/2014	
	042314	UTILITIES	04/23/2014	1,074.24	1,074.24	05/07/2014	
	042314	UTILITIES	04/23/2014	458.96	458.96	05/07/2014	
	042314	UTILITIES	04/23/2014	4,371.56	4,371.56	05/07/2014	
Total 2260:				38,192.23	38,192.23		
<b>CLEVELAND TANK &amp; SUPPLY INC</b>							
<b>129987</b>							
	PSI007944	FUEL TANK D07	04/10/2014	1,063.00	1,063.00	05/07/2014	
Total 129987:				1,063.00	1,063.00		
<b>CMI - TECO</b>							
<b>2370</b>							
	15021	DUMP BOX CYLINDER D07	04/11/2014	1,720.00	1,720.00	05/07/2014	
Total 2370:				1,720.00	1,720.00		
<b>CODY ENTERPRISE</b>							
<b>2590</b>							
	033114	ADVERTISING	03/31/2014	3,490.60	3,490.60	05/07/2014	
Total 2590:				3,490.60	3,490.60		
<b>CODY MAGAZINE LLC</b>							
<b>129997</b>							
	159	CONCERTS IN THE PARK ADVE	04/14/2014	562.50	562.50	05/07/2014	
Total 129997:				562.50	562.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>CODY ROTARY CLUB</b>							
<b>2765</b>							
	366	SPECIAL ASSESSMENT - R MA	04/03/2014	47.50	47.50	05/07/2014	
	366	SPECIAL ASSESSMENT - R MA	04/03/2014	47.50	47.50	05/07/2014	
Total 2765:				95.00	95.00		
<b>CODY WINNELSON COMPANY</b>							
<b>2850</b>							
	134258-00	1-1/2" GALV COUPLINGS	04/01/2014	6.14	6.14	05/07/2014	
	134436-00	RAW WATER	04/08/2014	46.06	46.06	05/07/2014	
	134484-00	IRRIGATION REPAIR SUPPLIES	04/09/2014	34.05	34.05	05/07/2014	
	134525-00	RAW WATER REPAIR	04/10/2014	229.40	229.40	05/07/2014	
	134559-00	GALV PIPE FITTINGS	04/11/2014	634.22	634.22	05/07/2014	
	134647-00	1-1/2" GALV COUPLINGS	04/15/2014	43.85	43.85	05/07/2014	
	134690-00	BLACK STEEL FITTINGS	04/16/2014	1.55	1.55	05/07/2014	
Total 2850:				995.27	995.27		
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>							
<b>3140</b>							
	040214	LEGAL SERVICES	04/02/2014	6,396.25	6,396.25	05/07/2014	
Total 3140:				6,396.25	6,396.25		
<b>CRUM ELECTRIC</b>							
<b>3300</b>							
	1541315-00	SERVICE REPAIR	04/04/2014	17.34	17.34	05/07/2014	
	1542540-00	Conduit, 4" PVC - 3' radius 90	04/09/2014	42.27	42.27	05/07/2014	CONPVC490
	1542540-00	OLIVE GLENN PHASE 2	04/09/2014	3.29	3.29	05/07/2014	
	1543045-00	OLIVE GLENN PHASE 2	04/10/2014	33.61	33.61	05/07/2014	
	1543526-00	TIE WRAPS	04/11/2014	15.40	15.40	05/07/2014	
	1544197-00	Conduit, 4" PVC - 3' radius 90	04/15/2014	68.47	68.47	05/07/2014	CONPVC490
	1544197-00	OLIVE GLENN PHASE 2	04/15/2014	10.87	10.87	05/07/2014	
	1545960-00	OLIVE GLENN PHASE 2	04/22/2014	65.27	65.27	05/07/2014	
	1546057-00	Conduit, 4" PVC - 3' radius 90	04/22/2014	136.94	136.94	05/07/2014	CONPVC490
Total 3300:				393.46	393.46		
<b>CUMMINS - ROCKY MT LLC</b>							
<b>123018</b>							
	004-82613	PRESSURE SENSOR C06	04/11/2014	117.79	117.79	05/07/2014	
Total 123018:				117.79	117.79		
<b>DEPT OF FAMILY SERVICES</b>							
<b>125899</b>							
	0233MAR2014	BACKGROUND CHECKS - REC	04/11/2014	30.00	30.00	05/07/2014	
Total 125899:				30.00	30.00		
<b>DW ELECTRIC</b>							
<b>129940</b>							
	10327	WATER CRANE COIN OP	04/08/2014	63.00	63.00	05/07/2014	
	10328	NEW BECK LAKE HEATER	04/10/2014	63.00	63.00	05/07/2014	
	10329	NORTH LIFT STATION	04/10/2014	90.50	90.50	05/07/2014	
	10330	REPAIR MOTOR LEADS - SEWE	04/10/2014	154.91	154.91	05/07/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	10331	NORTH TOWER OUTLET INSTA	04/10/2014	105.98	105.98	05/07/2014	
Total 129940:				477.39	477.39		
<b>EASTMAN, RINDA</b>							
<b>129952</b>							
	042314	PERSONAL TRAINING - REC CE	04/23/2014	255.00	255.00	05/07/2014	
Total 129952:				255.00	255.00		
<b>ECOLAB PEST ELIM. DIV.</b>							
<b>128686</b>							
	3968680	PEST CONTROL - REC CENTER	04/07/2014	61.00	61.00	05/07/2014	
	3968680	PEST CONTROL - REC CENTER	04/07/2014	61.00	61.00	05/07/2014	
	3968681	PEST CONTROL - AUDITORIUM	04/07/2014	70.00	70.00	05/07/2014	
	3968682	PEST CONTROL - CITY HALL	04/07/2014	50.00	50.00	05/07/2014	
	3968683	PEST CONTROL - EL SHOP	04/07/2014	50.00	50.00	05/07/2014	
	3968685	PEST CONTROL - SHOP	04/07/2014	17.50	17.50	05/07/2014	
	3968685	PEST CONTROL - SHOP	04/07/2014	17.50	17.50	05/07/2014	
	3968685	PEST CONTROL - SHOP	04/07/2014	17.50	17.50	05/07/2014	
	3968685	PEST CONTROL - SHOP	04/07/2014	17.50	17.50	05/07/2014	
Total 128686:				362.00	362.00		
<b>ENERGY WEST</b>							
<b>2630</b>							
	040814	UTILITIES	04/08/2014	233.85	233.85	05/07/2014	
	040914	UTILITIES - SHOP	04/09/2014	615.99	615.99	05/07/2014	
	040914	UTILITIES - SHOP	04/09/2014	158.66	158.66	05/07/2014	
	040914	UTILITIES - SHOP	04/09/2014	93.33	93.33	05/07/2014	
	040914	UTILITIES - SHOP	04/09/2014	65.33	65.33	05/07/2014	
	041614	UTILITIES	04/16/2014	737.44	737.44	05/07/2014	
	042214	UTILITIES	04/22/2014	123.94	123.94	05/07/2014	
Total 2630:				2,028.54	2,028.54		
<b>ENGINEERING ASSOCIATES</b>							
<b>4140</b>							
	3404064	W COOPER LN INFLUENT SEW	04/17/2014	7,018.45	7,018.45	05/07/2014	
	3404065	16TH ST AT STAMPEDE TW & S	04/17/2014	4,183.30	4,183.30	05/07/2014	
Total 4140:				11,201.75	11,201.75		
<b>FARM PLAN CORPORATION</b>							
<b>4210</b>							
	1378213	PARTS - PARKS SNOW BLOWE	03/06/2014	214.24	214.24	05/07/2014	
	1404641	REPLACE SEATS IN GATOR	04/09/2014	463.60	463.60	05/07/2014	
Total 4210:				677.84	677.84		
<b>FASTENAL COMPANY 01WYCDY</b>							
<b>126018</b>							
	WYCDY52976	AIR HOSE REEL & EL CORD RE	04/07/2014	316.39	316.39	05/07/2014	
	WYCDY52984	NUTS & BOLTS	04/07/2014	2.14	2.14	05/07/2014	
	WYCDY53005	SUPPLIES	04/08/2014	6.46	6.46	05/07/2014	
	WYCDY53056	SAFETY GLASSES	04/10/2014	.83	.83	05/07/2014	
	WYCDY53089	ANCHOR / LIFTING EYE	04/11/2014	7.25	7.25	05/07/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	WYCDY53170	LAB METAL / SHOP TOWELS	04/17/2014	67.37	67.37	05/07/2014	
	WYCDY53231	SOLVENT	04/21/2014	14.85	14.85	05/07/2014	
Total 126018:				415.29	415.29		
<b>FELLERS</b>							
<b>129654</b>							
	222867	2 ROLLS SIGN FILM - BLUE & SI	04/01/2014	1,378.00	1,378.00	05/07/2014	
Total 129654:				1,378.00	1,378.00		
<b>FERGUSON WATERWORKS</b>							
<b>127653</b>							
	0589111	Meter, C2 Omni, 2"	04/01/2014	1,245.00	1,245.00	05/07/2014	1201-W
	0589111	DELIVERY CHARGE (REMOVE	04/01/2014	13.33	13.33	05/07/2014	
	0589172	METER FLANGES	04/01/2014	130.86	130.86	05/07/2014	
	0589521	6" MJ, CI Plug	04/09/2014	94.92	94.92	05/07/2014	1249-W
Total 127653:				1,484.11	1,484.11		
<b>FORWARD CODY WYOMING, INC</b>							
<b>127450</b>							
	042214	COMMUNITY FUNDING ALLOCA	04/22/2014	5,635.50	5,635.50	05/07/2014	
	DDR-00000147	CODY LABS WAREHOUSE	04/11/2014	74,917.00	74,917.00	05/07/2014	
Total 127450:				80,552.50	80,552.50		
<b>GAMBLES</b>							
<b>4450</b>							
	610915	SLEDGE HAMMER	04/25/2014	35.99	35.99	05/07/2014	
Total 4450:				35.99	35.99		
<b>GOOD 2 GO STORES</b>							
<b>129982</b>							
	NP40886459	FUEL - SR CENTER	04/01/2014	1,361.52	1,361.52	05/07/2014	
	NP40886459	FUEL - ADMIN	04/01/2014	224.45	224.45	05/07/2014	
	NP40886459	FUEL - PD	04/01/2014	3,387.95	3,387.95	05/07/2014	
	NP40886459	FUEL - PARKS	04/01/2014	253.35	253.35	05/07/2014	
	NP40886459	FUEL - PARKS	04/01/2014	559.42	559.42	05/07/2014	
	NP40886459	FUEL - FACILITIES MAINT	04/01/2014	194.95	194.95	05/07/2014	
	NP40886459	FUEL - REC	04/01/2014	250.80	250.80	05/07/2014	
	NP40886459	FUEL - COMM DEV	04/01/2014	63.89	63.89	05/07/2014	
	NP40886459	FUEL - STREETS	04/01/2014	5,216.78	5,216.78	05/07/2014	
	NP40886459	FUEL - STREETS	04/01/2014	483.21	483.21	05/07/2014	
	NP40886459	FUEL - SOLID WASTE	04/01/2014	6,349.73	6,349.73	05/07/2014	
	NP40886459	FUEL - SOLID WASTE	04/01/2014	378.11	378.11	05/07/2014	
	NP40886459	FUEL - WATER	04/01/2014	586.57	586.57	05/07/2014	
	NP40886459	FUEL - WATER	04/01/2014	546.32	546.32	05/07/2014	
	NP40886459	FUEL -W WATER	04/01/2014	966.40	966.40	05/07/2014	
	NP40886459	FUEL -W WATER	04/01/2014	546.73	546.73	05/07/2014	
	NP40886459	FUEL - EL	04/01/2014	833.86	833.86	05/07/2014	
	NP40886459	FUEL - EL	04/01/2014	1,111.59	1,111.59	05/07/2014	
Total 129982:				23,315.63	23,315.63		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>GOODYEAR PRINTING</b>							
<b>125939</b>							
	8431	PAYROLL CHECKS	04/16/2014	363.00	363.00	05/07/2014	
Total 125939:				363.00	363.00		
<b>GRAINGER</b>							
<b>4635</b>							
	94077141774	KEY PAD LOCK	04/04/2014	689.40	689.40	05/07/2014	
Total 4635:				689.40	689.40		
<b>GREAT WEST LINEN SUPPLY</b>							
<b>129966</b>							
	2395	TOWELS	04/03/2014	35.00	35.00	05/07/2014	
	2514	MATS - CITY HALL	04/08/2014	46.40	46.40	05/07/2014	
	2571	TOWELS - MATS	04/10/2014	67.65	67.65	05/07/2014	
	2644	TOWELS	04/17/2014	35.00	35.00	05/07/2014	
Total 129966:				184.05	184.05		
<b>H B I INSURANCE</b>							
<b>12306</b>							
	52444	NOTARY BOND C23 - T HEYDE	04/15/2014	50.00	50.00	05/07/2014	
Total 12306:				50.00	50.00		
<b>HD SUPPLY POWER SOLUTIONS, LTD</b>							
<b>6730</b>							
	2509637-00	SAFETY SUPPLIES	04/10/2014	394.30	394.30	05/07/2014	
	2509637-02	EL UNIFORMS	04/03/2014	593.18	593.18	05/07/2014	
	2512274-00	Conduit, 6" PVC - 3' radius 90	04/03/2014	278.49	278.49	05/07/2014	CONPVC690
	2512274-00	Conduit, 4" PVC - 3' radius 90	04/03/2014	82.50	82.50	05/07/2014	CONPVC490
	2512660-00	Pedestal, secondary API 10x14	04/14/2014	2,400.00	2,400.00	05/07/2014	PEDESEC
Total 6730:				3,748.47	3,748.47		
<b>HEART MOUNTAIN VOLUNTEER MEDICAL CLINIC</b>							
<b>129808</b>							
	042214	COMMUNITY FUNDING ALLOCA	04/22/2014	501.30	501.30	05/07/2014	
Total 129808:				501.30	501.30		
<b>HEARTLAND PAPER COMPANY</b>							
<b>128769</b>							
	10689-0	MATERIAL & SUPPLIES	04/02/2014	220.27	220.27	05/07/2014	
	9112-0	MATERIAL & SUPPLIES	04/02/2014	13.19	13.19	05/07/2014	
	9933-0	MATERIAL & SUPPLIES	04/02/2014	34.66	34.66	05/07/2014	
Total 128769:				268.12	268.12		
<b>HONNEN EQUIPMENT</b>							
<b>124750</b>							
	562687	LIGHT BRACKET H03	04/10/2014	354.07	354.07	05/07/2014	
Total 124750:				354.07	354.07		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>I STATE TRUCK CENTER</b>							
<b>126019</b>							
	C251153191:0	F07 TIE ROD	04/09/2014	332.55	332.55	05/07/2014	
Total 126019:				332.55	332.55		
<b>I.A.B.T.I.</b>							
<b>129994</b>							
	042114	CONFERENCE REGISTRATION	04/21/2014	400.00	400.00	05/07/2014	
	042114	CONFERENCE REGISTRATION	04/21/2014	400.00	400.00	05/07/2014	
Total 129994:				800.00	800.00		
<b>ICOP</b>							
<b>129056</b>							
	0006650-IN	WIRELESS MICROPHONE BATT	04/15/2014	321.00	321.00	05/07/2014	
Total 129056:				321.00	321.00		
<b>JENSEN PLUMBING</b>							
<b>129455</b>							
	6471	MAINTENANCE - MATERIAL & S	04/02/2014	307.37	307.37	05/07/2014	
Total 129455:				307.37	307.37		
<b>JONES, AMY</b>							
<b>129954</b>							
	042314	PERSONAL TRAINING - REC CE	04/23/2014	452.81	452.81	05/07/2014	
Total 129954:				452.81	452.81		
<b>KENCO SECURITY &amp; TECHNOLOGY</b>							
<b>9029</b>							
	1121743	ALARM SYSTEM TROUBLE SH	05/01/2014	108.00	108.00	05/07/2014	
Total 9029:				108.00	108.00		
<b>KINCHELOE PLUMBING AND HEATING</b>							
<b>5750</b>							
	141504	MATERIAL & SUPPLIES	03/27/2014	18.84	18.84	05/07/2014	
	141508	REPAIR MENTOCK URINAL	03/31/2014	135.00	135.00	05/07/2014	
Total 5750:				153.84	153.84		
<b>L.N. CURTIS &amp; SONS</b>							
<b>127560</b>							
	3144950-00	BALLISTIC VEST - C08	04/14/2014	741.14	741.14	05/07/2014	
Total 127560:				741.14	741.14		
<b>MAPLES PROPERTIES</b>							
<b>129283</b>							
	5018017	REFUND ACCOUNT BALANCE	04/23/2014	5.72	5.72	05/07/2014	
Total 129283:				5.72	5.72		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>MARTIN, KELLY</b>							
<b>126237</b>							
	041514	VOLLEYBALL REFEREE	04/15/2014	337.50	337.50	05/07/2014	
Total 126237:				337.50	337.50		
<b>MIDLAND IMPLEMENT CO</b>							
<b>6640</b>							
	749485001	IRRIGATION REPLACEMENT &	04/10/2014	1,852.80	1,852.80	05/07/2014	
	750532001	IRRIGATION SUPPLIES	04/10/2014	172.82	172.82	05/07/2014	
Total 6640:				2,025.62	2,025.62		
<b>MIDWEST FENCE CO</b>							
<b>6650</b>							
	31361	CHAIN LINK FENCE SLATS	04/21/2014	180.00	180.00	05/07/2014	
Total 6650:				180.00	180.00		
<b>MILES, SARAH N.</b>							
<b>129971</b>							
	1555	PROFESSIONAL FEES	03/03/2014	448.44	448.44	05/07/2014	
Total 129971:				448.44	448.44		
<b>MLNARIK, JENI</b>							
<b>129993</b>							
	15662245	REFUND UTILITY BALANCE	04/16/2014	52.85	52.85	05/07/2014	
Total 129993:				52.85	52.85		
<b>MONTANA-WYOMING CSI</b>							
<b>129984</b>							
	040914	REGISTRATION FOR J STAFFO	04/09/2014	125.00	125.00	05/07/2014	
Total 129984:				125.00	125.00		
<b>MOORE, LOGAN</b>							
<b>129985</b>							
	10122633	REFUND UTILITY DEPOSIT	04/04/2014	52.03	52.03	05/07/2014	
	17017513	REFUND ACCOUNT BALANCE	04/23/2014	8.40	8.40	05/07/2014	
Total 129985:				60.43	60.43		
<b>MOUNTAIN CONSTRUCTION COMPANY</b>							
<b>129995</b>							
	741	ASPHALT	04/11/2014	4,524.75	4,524.75	05/07/2014	
Total 129995:				4,524.75	4,524.75		
<b>MOUNTAIN WEST SCREEN PRINTERS</b>							
<b>6930</b>							
	E1048	UNIFORMS - CAPS	04/08/2014	91.44	91.44	05/07/2014	
	E1048	UNIFORMS - CAPS	04/08/2014	91.44	91.44	05/07/2014	
Total 6930:				182.88	182.88		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>MUNARIK, JENI</b>							
<b>129986</b>							
	15662245	REFUND UTILITY BALANCE	04/11/2014	52.85	.00	05/07/2014	
	15662245	REFUND UTILITY BALANCE	04/11/2014	52.85-	.00		
Total 129986:				.00	.00		
<b>NORMONT EQUIPMENT COMPANY</b>							
<b>7315</b>							
	2403181	BROOMS AND SAFETY GLASS	03/28/2014	38.00	38.00	05/07/2014	
	2403181	BROOMS AND SAFETY GLASS	03/28/2014	40.00	40.00	05/07/2014	
	2403181	BROOMS AND SAFETY GLASS	03/28/2014	387.92	387.92	05/07/2014	
	2404059	BEACON D12	04/12/2014	381.26	381.26	05/07/2014	
Total 7315:				847.18	847.18		
<b>NORTHWEST PIPE</b>							
<b>7400</b>							
	1264574-1	FLUSHING HYDRANT - RW	04/07/2014	475.00	475.00	05/07/2014	
	1269942	4" Megalug for DIP, w/acc	04/07/2014	172.64	172.64	05/07/2014	1301-W
	1269942	4" C900, CL 200 PVC pipe	04/07/2014	60.40	60.40	05/07/2014	1333-W
	1269942	SUPPLIES	04/07/2014	118.80	118.80	05/07/2014	
	1269942-1	6" MJ, CI Plug	04/14/2014	94.26	94.26	05/07/2014	1249-W
	1273119	#58, 14" extension	04/14/2014	76.38	76.38	05/07/2014	1017-W
	1273119	2" LINERS	04/14/2014	97.08	97.08	05/07/2014	
	1273626	#58, 14" extension	04/21/2014	76.38	76.38	05/07/2014	1017-W
	1273626	3/4" RP BACKFLOW PREVENTE	04/21/2014	207.44	207.44	05/07/2014	
	CM1273119	#58, 14" extension	04/16/2014	76.38-	76.38-	05/07/2014	1017-W
Total 7400:				1,302.00	1,302.00		
<b>OTIS ELEVATOR COMPANY</b>							
<b>129650</b>							
	SL65066214	ELEVATOR SERVICE - REC CE	02/01/2014	1,008.00	1,008.00	05/07/2014	
Total 129650:				1,008.00	1,008.00		
<b>OWEN, DON</b>							
<b>125181</b>							
	041514	VOLLEYBALL REFEREE	04/15/2014	475.00	475.00	05/07/2014	
Total 125181:				475.00	475.00		
<b>PARK COUNTY COURT TREATMENT PROGRAM</b>							
<b>127346</b>							
	040814	COMMUNITY FUNDING ALLOCA	04/08/2014	6,833.00	6,833.00	05/07/2014	
Total 127346:				6,833.00	6,833.00		
<b>PEOPLE</b>							
<b>127751</b>							
	2676333079	2 YR SUBSCRIPTION - PEOPLE	05/04/2014	89.00	89.00	05/07/2014	
Total 127751:				89.00	89.00		
<b>POWELL TRIBUNE</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
8090	80	ADVERTISING	03/31/2014	713.25	713.25	05/07/2014	
Total 8090:				713.25	713.25		
<b>PROFORCE LAW ENFORCEMENT</b>							
<b>127755</b>							
	201140	TASER SUPPLIES	04/02/2014	52.95	52.95	05/07/2014	
	201340	TASER SUPPLIES	04/04/2014	114.90	114.90	05/07/2014	
	201340	TASER HOLSTER C14	04/04/2014	51.75	51.75	05/07/2014	
	202471	TASER SUPPLIES	04/16/2014	159.95	159.95	05/07/2014	
Total 127755:				379.55	379.55		
<b>RABURN, SAMANTHA</b>							
<b>129988</b>							
	7193023	REFUND UTILITY DEPOSIT	04/11/2014	41.66	41.66	05/07/2014	
Total 129988:				41.66	41.66		
<b>REITZ, CHASKA</b>							
<b>129990</b>							
	14186029	REFUND UTILITY BALANCE	04/11/2014	7.05	7.05	05/07/2014	
Total 129990:				7.05	7.05		
<b>REVEL, JACQUELINE</b>							
<b>129989</b>							
	10218016	REFUND UTILITY BALANCE	04/10/2014	34.39	34.39	05/07/2014	
Total 129989:				34.39	34.39		
<b>ROBY, HARRY</b>							
<b>129996</b>							
	12167010	REFUND UTILITY CREDIT BALA	04/22/2014	97.30	97.30	05/07/2014	
Total 129996:				97.30	97.30		
<b>ROCKY MOUNTAIN POWER</b>							
<b>7570</b>							
	041814	UTILITIES	04/18/2014	38.70	38.70	05/07/2014	
	042414	UTILITIES	04/24/2014	200.04	200.04	05/07/2014	
	042414	UTILITIES	04/24/2014	257.68	257.68	05/07/2014	
	050714	UTILITIES	05/07/2014	269.13	269.13	05/07/2014	
Total 7570:				765.55	765.55		
<b>RON'S EXXON</b>							
<b>8760</b>							
	0175724	PROPANE	03/17/2014	31.60	31.60	05/07/2014	
Total 8760:				31.60	31.60		
<b>RUBLE, GORDON</b>							
<b>123812</b>							
	2048034	REFUND UTILITY DEPOSIT	04/08/2014	5.77	5.77	05/07/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 123812:				5.77	5.77		
<b>SCHOENING, WILLIAM D</b>							
<b>123147</b>							
	041514	VOLLEYBALL REFEREE	04/15/2014	150.00	150.00	05/07/2014	
	041514	BASKETBALL REFEREE	04/15/2014	36.00	36.00	05/07/2014	
Total 123147:				186.00	186.00		
<b>SCHRADER METAL &amp; DESIGN</b>							
<b>8980</b>							
	181-71	REFUND OVERPAYMENT ON P	04/08/2014	25.00	25.00	05/07/2014	
Total 8980:				25.00	25.00		
<b>SECHRIST, DAVID J</b>							
<b>129937</b>							
	042314	PERSONAL TRAINING SERVICE	04/23/2014	424.65	424.65	05/07/2014	
Total 129937:				424.65	424.65		
<b>SHOSHONE OFFICE SUPPLY</b>							
<b>9140</b>							
	102119	BATTERIES	04/15/2014	41.08	41.08	05/07/2014	
	102259	MATERIAL & SUPPLIES	04/11/2014	12.40	12.40	05/07/2014	
	102556	MATERIAL & SUPPLIES	04/25/2014	8.74	8.74	05/07/2014	
Total 9140:				62.22	62.22		
<b>SKARSHAUG TESTING LAB</b>							
<b>9320</b>							
	186970	SAFETY SUPPLIES	03/31/2014	481.71	481.71	05/07/2014	
Total 9320:				481.71	481.71		
<b>THE SOLAR STORE</b>							
<b>129895</b>							
	5423	SOLAR PANELS - NEW BECK L	03/27/2014	3,220.00	3,220.00	05/07/2014	
Total 129895:				3,220.00	3,220.00		
<b>THE UPS STORE</b>							
<b>6240</b>							
	00097	EVIDENCE SHIPPING	04/15/2014	9.34	9.34	05/07/2014	
	0507	WATER SAMPLE SHIPPING	04/22/2014	49.43	49.43	05/07/2014	
	4211	SHIPPING - PD	04/08/2014	9.92	9.92	05/07/2014	
	4611	SHIPPING - C21 RADAR FOR R	04/18/2014	11.65	11.65	05/07/2014	
Total 6240:				80.34	80.34		
<b>TITAN MACHINERY</b>							
<b>128262</b>							
	3437926G	PARTS - DOOR HANDLE, BUCK	04/10/2014	114.50	114.50	05/07/2014	
Total 128262:				114.50	114.50		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
<b>TORCZON, HEIDI</b>							
<b>124440</b>							
	041514	VOLLEYBALL REFEREE	04/15/2014	150.00	150.00	05/07/2014	
Total 124440:				150.00	150.00		
<b>TRACTOR &amp; EQUIPMENT CO</b>							
<b>9930</b>							
	BLCS0566281	WATER STRAINER	04/10/2014	59.21	59.21	05/07/2014	
Total 9930:				59.21	59.21		
<b>TRIPLE L SALES</b>							
<b>9980</b>							
	I-30065	MARKING PAINT	04/08/2014	89.40	89.40	05/07/2014	
	I-30068	IRRIGATION REPAIRS & STOCK	04/09/2014	38.37	38.37	05/07/2014	
	I-30147	MARKING PAINT - LOCATES	04/15/2014	44.70	44.70	05/07/2014	
	I-30229	REPLACE DAMAGED PIPE ON 2	04/22/2014	37.93	37.93	05/07/2014	
	I-30242	1/2" COUPLING	04/22/2014	1.71	1.71	05/07/2014	
Total 9980:				212.11	212.11		
<b>US POSTMASTER</b>							
<b>129112</b>							
	041714	2 MONTHS POSTAGE FOR UTIL	04/17/2014	3,700.00	3,700.00	05/07/2014	
Total 129112:				3,700.00	3,700.00		
<b>VORPERIAN, JESSIE</b>							
<b>129991</b>							
	13701812	REFUND UTILITY DEPOSIT	04/09/2014	182.10	182.10	05/07/2014	
Total 129991:				182.10	182.10		
<b>WAL MART COMMUNITY BRC</b>							
<b>10330</b>							
	00219	SQUAD ROOM / OFFICE SUPPL	04/18/2014	102.46	102.46	05/07/2014	
	00220	SQUAD ROOM / OFFICE SUPPL	04/18/2014	7.00	7.00	05/07/2014	
	02231	SUPPLIES	04/18/2014	72.87	72.87	05/07/2014	
	02231	SUPPLIES	04/18/2014	3.68	3.68	05/07/2014	
	02231	SUPPLIES	04/18/2014	12.96	12.96	05/07/2014	
	03031	SUPPLIES	04/16/2014	61.57	61.57	05/07/2014	
Total 10330:				260.54	260.54		
<b>WAYNE'S BOOT SHOP</b>							
<b>10430</b>							
	12638	LINEMAN BOOTS - Z. HART	03/28/2014	420.00	420.00	05/07/2014	
	12643	LINEMAN BOOTS - R. BERRY	03/31/2014	420.00	420.00	05/07/2014	
	12650	SAFETY BOOTS - MARLENA PE	04/07/2014	130.00	130.00	05/07/2014	
Total 10430:				970.00	970.00		
<b>WCS TELECOM</b>							
<b>124746</b>							
	21552915	LONG DISTANCE	04/01/2014	153.11	153.11	05/07/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 124746:				153.11	153.11		
<b>WESCO DISTRIBUTION INC</b>							
<b>10480</b>							
	803094	OLIVE GLENN PHASE II	03/27/2014	1,565.40	1,565.40	05/07/2014	
	803094	SYSTEM UPGRADE	03/27/2014	782.70	782.70	05/07/2014	
	803094	SUPPLIES	03/27/2014	157.48	157.48	05/07/2014	
	804712	CT 200:5 600V	04/01/2014	257.64	257.64	05/07/2014	CT200TO56KV
	804712	CT 300:5 600V	04/01/2014	257.64	257.64	05/07/2014	CT300TO56KV
	805162	CT 400:5 600V	04/02/2014	257.64	257.64	05/07/2014	CT400TO56KV
	808241	Sleeve, ground, URD 3 ph, 600 a	04/14/2014	888.80	888.80	05/07/2014	SLVGND600
	808241	Sleeve, ground, URD 3 ph, 600 a	04/14/2014	444.40	444.40	05/07/2014	SLVGND600
	808241	SUPPLIES	04/14/2014	309.40	309.40	05/07/2014	
	808244	Cabinet, sectionalizing, 3 ph 600	04/14/2014	2,209.40	2,209.40	05/07/2014	CAB3600
	808244	Cabinet, sectionalizing, 3 ph 600	04/14/2014	1,104.70	1,104.70	05/07/2014	CAB3600
Total 10480:				8,235.20	8,235.20		
<b>WEST PARK HOSPITAL</b>							
<b>10500</b>							
	040214	BLOOD DRAWS, EXAM	04/02/2014	700.70	700.70	05/07/2014	
Total 10500:				700.70	700.70		
<b>WESTERN PATHOLOGY CONSULTING, INC</b>							
<b>10570</b>							
	CP 1788	RANDOM TESTING - PD	03/31/2014	94.50	94.50	05/07/2014	
	CP 1788	RANDOM TESTING - EL	03/31/2014	31.50	31.50	05/07/2014	
	CP 1788	RANDOM TESTING - STREETS	03/31/2014	31.50	31.50	05/07/2014	
	CP 1788	RANDOM TESTING - SHOP	03/31/2014	9.00	9.00	05/07/2014	
	CP 1788	RANDOM TESTING - SANITATI	03/31/2014	40.50	40.50	05/07/2014	
	CP 1788	RANDOM TESTING - WATER	03/31/2014	22.50	22.50	05/07/2014	
	CP 1788	RANDOM TESTING - W WATER	03/31/2014	13.50	13.50	05/07/2014	
	CP 1788	RANDOM TESTING - REC	03/31/2014	4.50	4.50	05/07/2014	
Total 10570:				247.50	247.50		
<b>WESTERN UNITED ELECTRIC SUPPLY</b>							
<b>10605</b>							
	4049066	28 Xfmr 1ph 25 kVA URD 120/24	04/10/2014	5,340.00	5,340.00	05/07/2014	TRF251U12/24
	4049210	28 Xfmr 1ph 25 kVA URD 120/24	04/14/2014	1,780.00	1,780.00	05/07/2014	TRF251U12/24
Total 10605:				7,120.00	7,120.00		
<b>WILD WEST CONSTRUCTION</b>							
<b>10615</b>							
	041814	PAVING	04/18/2014	2,317.50	.00	05/07/2014	
	041814	PAVING	04/18/2014	2,317.50-	.00		
	042114	PAVING	04/18/2014	2,317.50	2,317.50	05/07/2014	
	042114	PAVING	04/18/2014	2,430.00	2,430.00	05/07/2014	
	042114	PAVING	04/18/2014	450.00	450.00	05/07/2014	
Total 10615:				5,197.50	5,197.50		
<b>WIRELESS ADVANCED COMMUNICATION</b>							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
126455	I-2195869	SANDER LIGHTS D07	02/14/2014	511.72	511.72	05/07/2014	
Total 126455:				511.72	511.72		
<b>WOODWARD TRACTOR CO</b>							
<b>10660</b>	88801	EXCAVATOR RENTAL	03/31/2014	1,609.26	1,609.26	05/07/2014	
Total 10660:				1,609.26	1,609.26		
<b>WYOMING DEPT OF HEALTH</b>							
<b>128921</b>	I0002195	BAC T TESTING	04/07/2014	240.00	240.00	05/07/2014	
Total 128921:				240.00	240.00		
<b>WYOMING FIRE SAFETY</b>							
<b>10830</b>	34142	AUDITORIUM HOOD INSPECTI	04/07/2014	123.00	123.00	05/07/2014	
Total 10830:				123.00	123.00		
<b>WYOMING TECHNOLOGY TRANSFER CENTER</b>							
<b>11020</b>	753006	TRAINING - D. ARMSTRONG, M.	04/16/2014	110.00	110.00	05/07/2014	
Total 11020:				110.00	110.00		
<b>YANKEE CAR WASH</b>							
<b>128282</b>	033114	CAR WASHES - ADMIN	03/31/2014	15.00	15.00	05/07/2014	
	033114	CAR WASHES - PD	03/31/2014	125.24	125.24	05/07/2014	
	033114	CAR WASHES - ELEC. DEPT.	03/31/2014	13.23	13.23	05/07/2014	
Total 128282:				153.47	153.47		
Grand Totals:				385,217.68	385,191.08		

Payroll \$211,591.79

TOTAL = \$596,782.87

## Report Criteria:

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

MEETING DATE: MAY 7, 2014  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES  
PREPARED BY: RYAN SELK  
PRESENTED BY: RICK MANCHESTER

## AGENDA ITEM SUMMARY REPORT

### Free Concert Courtesy of First Bank of Wyoming

#### ACTION TO BE TAKEN:

Motion that City Council grants approval to First Bank of Wyoming for two street closures on Saturday, July 5, 2014. The streets to be closed include 9<sup>th</sup> street from Sheridan Ave to Beck Ave. (The Chamber entrance will remain unobstructed.) The other closure is on Beck Ave. between 9<sup>th</sup> and 10<sup>th</sup> streets. (The north lane will remain unobstructed for emergency vehicle passage.)

#### SUMMARY OF INFORMATION:

First Bank of Wyoming is hosting a concert with performers Janie Fricke and Moe Bandy. This is a family oriented event, with no alcohol permitted. First Bank plans to invite four food vendors to set up along Beck Ave. from 2:30-9 PM. Bank employees will be utilized throughout the park as security for crowd control and clean-up (wearing security vests). Insurance will be obtained thru Wyoming Financial and list the City of Cody as additional insured. A thorough clean-up of the park and streets will take place, utilizing volunteers, after the concert is over and streets can be reopened before midnight.

First Bank of Wyoming has reserved City Park and band shell for a concert. They are requesting the closure of 9<sup>th</sup> St. from Sheridan Ave. to Beck Ave. with the north end of 9<sup>th</sup> St. remaining open for traffic to access the driveway into the Chamber Parking lot from Sheridan Ave. (see attached map). This area will be reserved for the performers buses and equipment trucks. They are also requesting the closure of Beck Ave. from 9<sup>th</sup> St. to 10<sup>th</sup> St. (see attached map). This area is to be utilized for vendors, port-a-potty's, trash receptacles and additional area for public. The closure of the streets would be from 8 AM-11:00 PM July 5, 2014.

#### FISCAL IMPACT

The City will receive \$150 for band shell and park rental, \$300 for transient merchant license and \$25 for each participating vendor (4 vendors @ \$25 each= \$100.) \$550 total revenue.

#### ALTERNATIVES

1. Approve the request for the street closures as presented.
2. Decline the request for holding the event.

#### ATTACHMENTS

1. Map showing set-up of park and streets
2. Proposed time schedule of events and agenda
3. City Council Agenda Request Form

#### AGENDA & SUMMARY REPORT TO:

First Bank of Wyoming, Samantha Garcia  
Ryan Selk, Parks Supervisor

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



# City of Cody Agenda Request Form

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

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

\*\*\*\*\*

Name of person to appear before the Council Ty Nelson, Lance Bauer & Samantha Garcia

Organization Represented First Bank of Wyoming

Date you wish to appear before the Council May 6, 2010

Mailing Address 1507 8th St, Cody, WY 82414 Telephone 307-587-3800

E-Mail Address sgarcia@firstbankofwyoming.com

Preferred form of contact: Telephone yes E-Mail yes

Names of all individuals who will speak on this topic Sam Garcia, Lance Bauer and Ty Nelson

Event Title (if applicable) Free Concert in the Park

Date(s) of Event (if applicable) July 5th, 2014

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) See attached

Which City employee(s) have you spoken to about this issue? Ricki Lambert, Ryan Selk, Andrew Johnston, Perry Kacham

Signature Samantha Garcia Date 4/23/14

# Request for Concert in the City Park

By First Bank of Wyoming

**Date:** May 6, 2014

**Date of Request:** Saturday, July 5, 2014  
**Event:** FREE Concert Courtesy of First Bank of Wyoming

**Entertainment:** Janie Fricke with Moe Bandy  
**Location:** City Park  
908 Sheridan Ave  
Cody, WY

Requested park facilities:

- Band shell
- Park area
- Restrooms

Requested Street Closures:  
9<sup>th</sup> Street and Beck Street (between 9<sup>th</sup> & 10<sup>th</sup>)

**Vendors:** We would like to invite about 4 local food vendors to participate; First Bank of Wyoming would pay for the transit license and the additional \$25 for each participating vendor. Vendors will be required to have a state food license and insurance. **No alcohol sales will be allowed.** Vendors will be expected to clean up the area they occupied.

List of Vendors will be provided to the City of Cody prior to event.

**Sanitation:** Additional trash receptacles will be arranged with the City of Cody, Port-a-Potty's with a local distributor.

**Insurance:** Wyoming Financial  
Insurance policy would list the City of Cody as additional insured.  
Copy of policy will be provided to the City of Cody prior to event.

**Volunteer Staff:** First Bank of Wyoming employees -

- Security for Crowd Control (one or two at each corner of the park, 3 or 4 moving around within the park – all employees assigned to security would be wearing vests with "SECURITY" clearly printed on them).
- Additional staff for set up, clean up, etc.

Proposed Time Schedule:

8:00 am	Close streets
8:00 am	Set up for concert
2:30 pm	Vendor set up
3:00 pm	Vendors Open
6:00 pm	Concert Introduction

6:00 –8:30 pm	Concert
9:00 pm	Vendors close and start tearing down
11:00 pm	Vendors gone and 10 <sup>th</sup> street re-opened
9:00 – 12:00 pm	Teardown and clean up
12:00 pm	9 <sup>th</sup> and Beck Streets re-open (open streets up as soon as stage and band equipment is packed up, 12:00 pm would be worst case scenario)

This would be a family oriented event, with no alcohol permitted. Event would start at 5:00 with vendors open for food sales and then be over by 8:00 pm allowing for people to go to dinner and/or attend the rodeo, etc. There will be no charge for the community to attend the concert and the concert will be open to everyone.

# GRANT AGREEMENT

Federal Aviation  
Administration

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## Part I - Offer

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**Date of Offer:** [Date]  
**Airport:** Yellowstone Regional  
**Project Number:** 3-56-0006-32  
**Contract Number:** DOT-FA14NM-10XX  
**DUNS Number:** 17-792-9338

**To:** City of Cody, Wyoming and the Yellowstone Regional Airport Board  
(herein called the "Sponsor")

**From:** The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

**Whereas**, the Sponsor has submitted to the FAA a Project Application dated November 20, 2013 for a grant of Federal funds for a project at or associated with Yellowstone Regional Airport, which Project Application, as approved by the FAA, is hereby incorporated herein and made a part hereof; and

**Whereas**, the FAA has approved a project for the Airport (herein called the "Project") consisting of the following:

**Rehabilitate Runway 04/22 and Rehabilitate Runway 04/22 Lighting,**

all as more particularly described in the Project Application.

**NOW THEREFORE**, pursuant to and for the purpose of carrying out the provisions of Title 49, United States Code, as amended, herein called "the Act", and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application and its acceptance of this offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the assurances and conditions as herein provided, **THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES** to pay, as the United States share of the allowable costs incurred in accomplishing the Project, 93.75 per centum thereof.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### Conditions

1. The maximum obligation of the United States payable under this offer shall be \$3,050,000. For the purpose of any future grant amendments, which may increase the foregoing maximum obligation of the United States under the provisions of Section 47108(b) of the Act, the following amounts are being specified for this purpose:  

\$0 for planning  
\$3,050,000 for airport development and noise program implementation
2. The allowable costs of the project shall not include any costs determined by the FAA to be ineligible for consideration as to allowability under the Act.
3. Payment of the United States share of the allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determination of the United States share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. The sponsor shall carry out and complete the Project without undue delay and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe, and agrees to comply with the assurances which were made part of the project application.
5. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
6. This offer shall expire and the United States shall not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before XXXXX XX, 2014, or such subsequent date as may be prescribed in writing by the FAA.
7. The Sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

8. The United States shall not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

### **Special Conditions**

9. The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the "Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects," dated March 20, 2014, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
10. It is mutually understood and agreed that if, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000.00 or five percent (5%), whichever is greater, the maximum obligation of the United States can be unilaterally reduced by letter from the FAA advising of the budget change. Conversely, if there is an overrun in the total actual eligible and allowable project costs, FAA may increase the maximum grant obligation of the United States to cover the amount of the overrun not to exceed the statutory percent limitation and will advise the Sponsor by letter of the increase. It is further understood and agreed that if, during the life of the project, the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the change in grant description will be unilaterally amended by letter from the FAA. Upon issuance of the aforementioned letter, either the grant obligation of the United States is adjusted to the amount specified or the grant description is amended to the description specified.
11. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
12. For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance management program as is required by Airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

#### **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM**

An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. The program must, as a minimum, include the following:

**a. Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:

- (1) location of all runways, taxiways, and aprons;
- (2) dimensions;
- (3) type of pavement, and;
- (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

**b. Inspection Schedule.**

(1) **Detailed Inspection.** A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspections may be extended to three years.

(2) **Drive-By Inspection.** A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

**c. Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

**d. Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

**e. Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

13. The Sponsor agrees to perform the following:

**a.** Furnish a construction management program to FAA prior to the start of construction which shall detail the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program shall include as a minimum:

- (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
- (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
- (3) Procedures for determining that testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation, referenced in the contract specifications (D 3666, C 1077).
- (4) Qualifications of engineering supervision and construction inspection personnel.

(5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.

(6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report shall include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report shall be submitted, if requested by the FAA.

c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, shall, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction shall be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

14. In accordance with Section 47108(b) of the Act, as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- a. may not be increased for a planning project;
- b. may be increased by not more than 15 percent for development projects;
- c. may be increased by not more than 15 percent for land projects.

15. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

16. The Sponsor agrees to comply with the Assurances attached to this offer, which replaces the assurances that accompanied the Application for Federal Assistance.

17. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction. Failure to comply with this requirement may result in suspension, cancellation, or termination of Federal assistance under this agreement.

18. The Sponsor understands and agrees that in accordance with 49 USC 47111, and the Airport District Office's concurrence, that no payments totaling more than 97.5 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be satisfactorily completed. Satisfactorily complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list.

19. **TRAFFICKING IN PERSONS:**

**a. Provisions applicable to a recipient that is a private entity.**

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
    - A. Associated with performance under this award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

**b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--**

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
  - i. Associated with performance under this award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 49 CFR Part 29.

**c. Provisions applicable to any recipient.**

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

**d. Definitions. For purposes of this award term:**

1. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - ii. Includes:
    - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

20. The Sponsor shall provide for a Single Audit in accordance with Office of Management and Budget Circular A-133. The Sponsor shall submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/fac/collect/ddeindex.html>. The Sponsor shall also provide one copy of the completed A-133 Audit to the Denver Airports District Office.
21. The Sponsor agrees to submit a **Federal Financial Report** (FAA Form SF-425) for all open grants to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

The Sponsor further agrees to submit an **Outlay Report and Request for Reimbursement** (FAA Form SF-271 for construction projects) or **Request for Advance or Reimbursement** (FAA Form SF-270 for non-construction projects) to the Airports District Office within 90 days following the end of each Federal fiscal year and with each Final Project Closeout Report.

22. Airports GIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

\_\_\_\_\_  
Manager, Denver Airports District Office

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF CODY, WYOMING**

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Sponsor's Attorney

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct. Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C Section 1001 (False Statements) and could subject you to fines, imprisonment or both.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**YELLOWSTONE REGIONAL AIRPORT BOARD**

(SEAL)

\_\_\_\_\_  
Sponsor's Designated Official Representative

Attest: \_\_\_\_\_

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

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

**Certificate of Sponsor's Attorney**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Signature of Sponsor's Attorney

MEETING DATE: MAY 6, 2014  
DEPARTMENT: CITY ADMINISTRATOR  
PREPARED BY: JENNI ROSENCRANSE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY:

## **AGENDA ITEM SUMMARY REPORT**

### **2014 City of Cody Wellness Program**

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

Approve an agreement between the City of Cody and Two Medicine Health and Financial Fitness for the City of Cody Wellness Program and authorize the Mayor to sign the agreement.

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

The City of Cody has had a wellness program since 2005. The program has been based on tracking healthy activities such as physical fitness, proper eating, staying safe, participating in wellness activities and participating in monthly challenges. Over the years we have had good participation in the program, however, our program does not currently produce any measurable results.

Last July, in an effort to increase participation and review the wellness program, we established a wellness committee. Through the committee's efforts we learned there was a desire to revamp the program. In addition, we discussed making the program have more measurable results. The research that we did clearly determined that our program needed to have a health risk assessment as well as a blood screening test to determine a baseline of our employee's overall health.

Two Medicine provides this service and it is our recommendation that we contract with them for our wellness program screenings.

Employees who participate in the wellness program can receive up to \$300 in cash or as a deposit into their Health Savings Account, in addition to additional time off for achieving points. As we revamped the program, we suggest making the health risk assessment and the blood screening test mandatory to be eligible for the incentive. Having this information will allow us to customize our program throughout the year to address areas of health that are most advantageous and beneficial to our employee's health. We will be able to compare results year to year to produce a measureable program. The information we will be provided will not be employee specific, rather it will be a summary of all of our employees. We can break down the information by age group and by gender, but individual employee health information will be strictly confidential and will not be provided to the City of Cody.

One of the benefits of going with Two Medicine is that each employee also receives access to the Mayo Health Clinic web portal which has a vast amount of health related information and resources.

#### **FISCAL IMPACT**

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

The cost per employee is \$113 per year. We have budgeted for all employees to participate, but know that is not likely the case. Overall, we are hopeful that the revamped wellness program and by addressing the specific issues with our employee health, we will see insurance rates continue to stabilize or even decrease.

**ATTACHMENTS**

Two Medicine Contract and sample results record.  
Proposed 2014 Wellness Program

**AGENDA & SUMMARY REPORT TO:**



## Agreement

### Preventive Health Strategies for City of Cody

#### 1. Parties

“COC”:  
Mayor, Nancy Tia Brown  
City of Cody  
PO Box 2200  
Cody, WY 82414  
Primary Contact: Kelly Bower

“TM”:  
TwoMedicine Health & Financial Fitness  
abn for Health and Finance Incorporated  
237 West Main Street  
Bozeman, MT 59715  
Phone: 888-582-9002  
Primary Contacts: Earl Hanson, Owner  
Christine Armstrong, Health Strategist

#### 2. Intent

COC is entering into this Agreement with TM to deliver **Preventive Health Strategies (PHS)** for COC. In the execution of the Agreement, it is the intent of both parties to cooperatively pursue the goals of the Preventive Health Strategies.

While TM can never guarantee the results of any PHS, it is the intent of both parties to enhance the health of COC member employees and their families, thereby positively impacting costs associated with health.

#### 3. Definitions

“*Eligible Participants*” for the PHS will include COC member group employees, spouses, and dependents 18 years of age or older, living in the same household, and identified on electronic eligibility files provided to TM. No social security numbers will be requested.



#### **4. Fees**

COC shall pay TM, the fees set forth in the attached Exhibit A. Fees will be billed monthly or annually and will be due within 30 days of billing date.

Additional charges:

- Consulting time for strategy development, incentive design, intervention design and review, etc. will be charged at \$150 per hour.
- On-site visits to COC locations in addition to 1 annual reporting meeting will be billed \$150 per hour, plus travel costs.

Additional charges will be reviewed with COC prior to billing them. Interest on past due balances shall accrue at the rate of 1.5% per month until paid.

#### **5. Term and termination**

This Agreement shall be for a term of 12 months commencing July 1, 2014. This Agreement will renew after June 30, 2015, for 12 month intervals, if both parties sign an annual renewal proposal.

The Agreement may be terminated at any time, by either party, with or without cause, upon sixty (60) days written notice to the other party. In the event of termination, all fees or payments made in advance shall be fully refunded within 10 days.

#### **6. Confidentiality**

All information furnished to TM by COC or Eligible Participants shall be treated as confidential under applicable state and federal laws. TM agrees not to voluntarily disclose confidential information without prior authorization of the Eligible Participant, (unless required by law, court order or agency directive, or unless TM expects, in its reasonable opinion, that it will be compelled by a court or government agency). In the event TM is compelled to disclose confidential information by legal process, TM will give prior written notice to the Eligible Participant and COC. Both parties will comply with all laws governing the confidentiality defined under the Health Insurance Portability and Accountability Act.

All data, reports, analyses, and other information obtained or developed by TM pursuant to this Agreement and all copies thereof shall be the exclusive property of TM, shall not be published or disclosed in any way to third parties without the consent of the Eligible Participant, and shall be maintained in confidence by TM.

TM shall not use in any way, except to the extent required for the proper performance of this Agreement, and shall hold in confidence and not disclose to any person, any trade secret or confidential or proprietary information of COC unless required to do so by law



or appropriate governmental order. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes.

COC shall not use in any way, except to the extent required for the proper performance of this Agreement, and shall hold in confidence and not disclose to any person, any trade secret or confidential or proprietary information of TM and TM sub-vendors unless required to do so by law or appropriate governmental order. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes.

## 7. Overview of Responsibilities

TM will recommend the most effective strategies for COC using industry best practices to reach both organization and individual health goals. TM recognizes that all recommendations will not be implemented at once, but will work with COC to develop an appropriate time schedule to implement the PHS.

Failure to adopt or execute these recommendations will result in diminished health and financial outcomes. COC, in signing this agreement, acknowledges that it and its members share in the responsibility of the success of the PHS. TM is in no way solely responsible for producing targeted results in COC, its member's health and financial fitness.

## 8. Responsibilities of each Party

**To increase effectiveness of the PHS, COC shall perform certain tasks, including, but not limited to the following items:**

- furnish TM with the proper logos in a usable format to be used solely on communication materials created for COC and its Eligible Participants;
- deliver at least one formal communication to all Eligible Participants regarding the launch of the health strategy. TM can provide COC with a template for the communication;
- assist in the communication of information and the invitation to employee presentations for Eligible Participants and non-participants;
- provide incentives to health assessment and biometric screening participants;
- share all reports and recommendations sent by TM with COC administration and summarize for employees to show progress of PHS;
- provide quarterly Eligible Participant files to TM to reconcile billed amounts versus actual;



**To increase effectiveness of the PHS, TM shall perform certain tasks, including, but not limited to the following items:**

- provide or contract for all services outlined in the attached Exhibit A or as described in the signed agreement;
- provide TM staff to oversee all marketing and communication efforts with COC;
- provide templates and recommendations for consistent, regular, and targeted communications and promotions of the Mayo Clinic EmbodyHealth website, online programs and tools and annual health assessment campaign;
- provide real-time customer support (administrative assistance) during normal business hours (8 a.m. to 5 p.m. MST);
- deliver a health assessment aggregate report to COC following the closing of the health assessment campaign;

## **9. Trademarks, Service Marks and Trade Names**

- **Written Consent Required.** Any use of TM or TM sub-vendor trademarks, service marks or trade names, directly or indirectly, in connection with any product, service, promotion, or publication requires prior written approval of the trademark/trade name owner as detailed in the provision “Use of Name” herein below.
- **Use of Name.** COC may list TM and TM sub-vendor name(s) and names of service(s) in material provided to Eligible Participants with 1) prior review and written approval by TM in all cases and 2) COC shall provide TM with a copy of all approved materials provided to Eligible Participants. TM shall not unreasonably withhold its approval.

## **10. Unavoidable Delay**

Subject to all of the terms and conditions of this Agreement, if any party’s (TM, COC, third party vendor) obligations are materially interrupted or interfered with by reason of fire, flood, casualty, lockout, strike, labor conditions, unavoidable accident, national calamity, mechanical or other breakdown of computer, electrical or sound equipment or plant, riot, act of God, or by any enactment of law, or by order of any legally constituted authority, or by any other similar cause (collectively, ‘Unavoidable Delay’), including by vendors contracted by TM and operating on behalf of the COC strategy, the obligations of the parties hereto shall be suspended during the period of such interruption or interference, and (a) if such time is reasonably certain to exceed thirty (30) days, or (b) if such delay in fact exceeds thirty (30) days, then either party may terminate this Agreement upon 10 days written notice to the other party.

## **11. Disclaimer of Warranties**

The information provided by TM and its vendors through the COCPHS is intended to be useful for general consumer understanding and education. None of the information so provided, and nothing contained on the TM website is or should be considered, or used as



a substitute for medical advice, diagnosis or treatment. Use of the TM website binds the Eligible Participant to the terms and conditions of its use, as stated in the following paragraph.

TM EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY ARISING FROM ELIGIBLE PARTICIPANTS' USE OF OR RELIANCE ON THE TM WEBSITE AND/OR WEBSITES OF TMs' VENDORS OR THE INFORMATION CONTAINED THEREIN AS A REFERENCE SOURCE. TM HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS. TM'S WEBSITE IS PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTY REGARDING THE ACCURACY OR AVAILABILITY OF CONTENT OR INFORMATION, SERVICES, PRODUCTS OR RESULTS; and (2) ANY WARRANTY OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

TM may provide web links to other sites on the internet for Eligible Participants' convenience. Eligible Participants recognize that these other websites are maintained by third parties over which TM has no control. Thus, TM disclaims any responsibility for the content or precision of the information provided in these other websites. TM links to these websites do not imply any type of endorsement or affiliation with any other party or product.

## **12. Indemnification**

TM and COC shall indemnify, defend and hold the other party (including the respective affiliates, employees, partners, officers and directors) from and against any and all losses, claims, suits, damages, liabilities and expenses including, but not limited to, court costs and reasonable attorney's fees, arising out of or attributable to the indemnifying party's negligence or misconduct, or breach of the terms of this Agreement. The indemnifying party's obligations are conditioned upon the indemnified party: (a) give the indemnifying party prompt written notice of any claim, action, suit or proceeding for which the indemnified party is seeking indemnity.

## **13. Budget Estimates**

Notwithstanding anything to the contrary in this Agreement, the parties agree that all line items marked with an asterisk on Exhibit A are estimates only (the "Estimates") and will be reconciled as actual services are provided and COC will receive a refund or additional invoice as the actual services differ from the Estimates. All of the Estimates to support the COCPHS have been prepared utilizing information provided by COC and TM's sub vendors. TM will make every effort to accommodate additional requests for service by COC related to the PHS; however. Such additional requests not addressed in this agreement may result in additional costs to COC. Such additional expenses not included



in Exhibit A will be presented to COC for approval prior to TM providing such additional services and will be the responsibility of COC.

#### **14. Independent Contractor Status**

In carrying out this Agreement and in the performance of the services rendered hereunder, TM is and at all times will be an independent contractor solely and directly responsible for the mode, method and manner of performing the services.

#### **15. Third Parties**

TM will not be held liable for any of the actions and or injuries that result because of third parties such as blood screening vendors, even though TM may have been a part of securing the third party for COC. In the event of concern of either party regarding liability for a third party procured by TM, parties shall memorialize their understanding of liability and indemnity in writing. COC may require such third parties to carry general liability insurance coverage, and agree to comply with section 6 of this agreement.

#### **16. Governing Law**

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Montana.

#### **17. Attorney Fees**

In the event of dispute over this Agreement, the parties agree that the prevailing party in such legal proceeding shall be entitled to recover its costs, including reasonable attorney's fees, from the other party.

#### **18. Waiver**

The failure of either party to take action with respect to any breach of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition in this Agreement, unless such waiver is in writing and signed by the parties.

#### **19. Entire Agreement**

This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.



**20. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

**21. Severability**

In the event any item, term or provision of this Agreement shall be deemed to be illegal, void or unenforceable, it shall not affect the remaining portions of this Agreement

**22. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

**23. Insurance**

TM, and any third party provided by TM hereunder, shall provide liability coverage insuring its obligations under this obligation in an amount of \$1 million per occurrence, and \$3 million aggregate. Proof of insurance shall be provided to COC upon request, and no change shall be made to any policy of insurance required hereunder without the COC's consent.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS Agreement on the date set forth after their signatures.**

**Preventive Health Strategies for City of Cody  
Agreement Date: July 1, 2014**

**City of Cody**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

**TwoMedicine Health & Financial Fitness**

By: \_\_\_\_\_  
Signature Date

Earl W. Hanson \_\_\_\_\_  
Print Name Title

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**Exhibit A: Preventive Health Strategies Pricing**

Assessment	
<input type="checkbox"/>	TwoMedicine customized web portal and single sign on technology to Mayo Clinic
<input type="checkbox"/>	Ability to add customized announcements, education media, quizzes to portal
<input type="checkbox"/>	Mayo Clinic Embody Health Portal articles, online programs & symptom checker
<input type="checkbox"/>	Mayo Clinic Health Assessment, real-time progress reporting
Annual Evaluation	
<input type="checkbox"/>	Comprehensive aggregate data outcomes and participation reporting
<input type="checkbox"/>	Review of quantitative reporting results with leadership – delivered at on-site face to face visit
<input type="checkbox"/>	Recommendations based on data analysis - – delivered at on-site face to face visit

Pricing	# of Employees	Annual cost
<b>\$3.45 PEPM</b>	<b>100</b>	<b>\$3,450.00*</b>

*\*One-time setup fee of \$750.00 will also be billed.*



**SCREENING DESCRIPTION/PRICING LIST**  
**TwoMedicine for the City of Cody, WY - 2014 Client**  
**All Inclusive Pricing to include all screenings and services**  
**Site Locations: Cody, Wyoming**

**Screenings to be performed in 2014 (date to be confirmed upon screening date agreement between all parties)**

**A minimum of 4+ blood screenings to be offered at each location, unless prior arrangements have been made and agreed upon with WHS.**

<b>Test #</b>	<b>Test Name and Description</b>	<b>\$ Pricing</b>
<b>26151-4</b>	<b>HealthScreen:</b> 32 metabolic functions. Lipid Panel with Direct LDL, TSH, Liver, Kidney, Muscle, Bone, Uric Acid, Iron Panel with Ferritin. Company voucher can be applied for credit	<b>\$65.00</b>
	<b>Additional Blood Screening Tests Offered</b>	
<b>500-5</b>	<b>CBC – Complete Blood Count</b> Screening presents a general picture of overall blood health and checks for infection, anemia and early signs of leukemia	<b>\$15.00</b>
<b>3481-5</b>	<b>PSA – Prostate Specific Antigen</b> Recommended yearly for men fifty and older. Baseline recommended for men forty + or earlier with family history of Prostate Cancer or prostate issues	<b>\$25.00</b>
<b>16006-1</b>	<b>Hemoglobin A1c</b> Provides an average blood glucose level over the past 4 months and is non-fasting screening. Recommended for anyone with a family history of diabetes	<b>\$25.00</b>
<b>24391-4</b>	<b>Vitamin D Screening (D2, D3, and Total)</b> Concise measurement of D2 level for vitamin and nutritional absorption, D3 for conversion of sunshine absorption, and total amount of D to define, sufficient, insufficient, or deficient level	<b>\$35.00</b>
<b>19192-8</b>	<b>Cardio CRP (C-Reactive Protein)</b> Elevated levels of C-reactive protein can indicate vascular inflammation. Inflammation may cause cholesterol deposits to break off and clog an artery	<b>\$30.00</b>
<b>19263-2</b>	<b>Celiac/Sprue Test (Ttg AB IGM)</b> A simple screening test for gluten sensitivity that measures antibodies to an enzyme (tissue transglutaminase) which is a normal enzyme found in the digestive system.	<b>\$40.00</b>
<b>3050-3</b>	<b>Vitamin B-12 and Folate</b> Essential for production of red blood cells, the function of nerve cells, and is required for DNA replication. Lack of these can cause anemia, fatigue, depression, and poor memory.	<b>\$35.00</b>
<b>444-4</b>	<b>Testosterone, Total Male</b> A hormone produced in males that regulates the retention of protein in the body and supports muscle mass, bone strength, and sexual characteristics. Low T can cause hair loss, weight gain and decreased libido.	<b>\$40.00</b>
<b>23989-9</b>	<b>Testosterone, Total Female</b> A hormone produced in females (as well as males) that contributes to lean muscle mass, bone density and maintaining libido. Low T can cause brittle hair, decreased bone and muscle strength and diminished libido.	<b>\$40.00</b>
<b>24281E</b>	<b>Homocysteine</b> Amino acid produced by the body. High levels are correlated with increased risk of heart disease. Recommended for those with family history of heart or stroke	<b>\$45.00</b>
<b>27700-1</b>	<b>InSure Fit Colon Screening</b>	<b>\$25.00</b>

	Specific to the hemoglobin and does not react with non-human hemoglobin, vitamins, drugs, or peroxidase from food sources. No special diet required and brush stool for easy sampling.	
	<b>Standard Biometric Screenings Include:</b> <b>Blood Pressure/Height/Weight/BMI/Body Composition (Body Fat)/Visceral Fat/Skeletal Muscle/Waist Measurement. Avg 6-8min/per person</b>	
<b>*BIO Screener</b>	<b>Biometric Screening Personnel:</b> This is contracted personnel or WHS representative who performs the above Standard Biometric Screenings at on-site locations. Screener can process appx 10 partc/hr.	<b>No Charge</b>
	<b>Other Items:</b>	
<b>*TRAV</b>	<b>Vehicle Travel Expense:</b> WHS Representative, mileage, lodging, and per diem.	<b>No Charge</b>
<b>*PHLEB</b>	<b>Phlebotomy Charge:</b> Hourly rate. If mileage, lodging, and per diem are incurred it will be charged to client as travel expenses.	<b>No Charge</b>
<b>*KIT</b>	<b>Draw Kit Charge:</b> Participants unable to attend on site wellness events. Cost of additional screening tests. Draw fee is to be paid by participant at time of collection and can be reimbursed by client.	<b>No Charge</b>
<b>*Mail</b>	<b>Mailing Charge:</b> Preparation of results to include test explanation, enveloping, and postage. <b>This can also be added into the HealthScreen cost if requested.</b>	<b>2.00</b>
<b>*Stats</b>	<b>Aggregate Statistics:</b> Blood screening aggregate statistics package provided by Quest Diagnostics. Biometric screening aggregate statistics provided by WHS.	<b>No Charge</b>
<b>*Coach</b>	<b>Coaching Options:</b> Coaching available through WHS that include coaches with different styles and focuses. High risk individuals or all employees can be contacted. Readiness to change is determined and coaching begins. Hours to be billed in no less than ¼ hour increments.	<b>N/A</b>
<b>TwoMedicine Administrative Fees</b>	TwoMedicine Administrative Services billed as a flat fee based on TwoMedicine's involvement in the screening. <b>TwoMedicine Administrative Services:</b> -Screening vendor quote solicitation and presentation to wellness committee -Screening scheduling, planning and administration -On-site attendance at screening by TM personnel to ensure efficient operation, in -Screening claims processing with TPA, including follow-up and resolution of claim -Screening vendor performance review, including follow-up and resolution of issue	<b>600</b>

**This WHS/TM pricing proposal is effective through July 31st, 2014.  
Thank you for the opportunity to serve the City of Cody employees.**

\_\_\_\_\_  
**Marge Hall, CEO**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Earl Hanson, Owner TwoMedicine Health and Financial Fitness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Mayor, Nancy Tia Brown City of Cody**

\_\_\_\_\_  
**Date**

## City of Cody Wellness Initiative 2014

Name: \_\_\_\_\_ Department: \_\_\_\_\_ Reward: HSA CHECK

Preferred method of communication: \_\_\_\_\_

All full time and regular part time employees are eligible to participate in the Wellness Initiative; The Two Medicine blood screening on Month Date, 2014 is REQUIRED for participation, as is the completion of a Health Risk Assessment through Mayo Clinic.

Employees may choose to earn their year-end incentive as a bonus check or Health Savings contribution. This sheet should be turned into the program coordinator no later than January 7<sup>th</sup>, 2015.

<b>2014 Incentive Levels</b>	
Full and Regular Part Time Employees	
Mandatory Data 150 points = \$150	
200 points = \$200	
250 points = \$250	
300 points = \$300	
400 points = \$300 and 4 hours of personal time	
600 points = \$300 and 8 hours of personal time	
800 points = \$300 and 12 hours of personal time	
* rewards reflect pre-tax dollar amounts and will be distributed as either 1) A Health Savings account contribution, or 2) A check in January of 2015.	

<b>Mandatory Components: Data</b>			
Activity	Description	Point Value	Points Earned
Blood Screening	Employees should complete the Two Medicine blood screening test on Month Date, 2014.	75 points	
Online Health Risk Assessment	A HRA gives a snapshot of health status, including health risk factors. This is an integral step in preparing for lifestyle change. <b>Blood Screening Test Results are required to complete the assessment.</b>	75 points	
<i>Total Possible Points</i>		150 points	

\* Above components are mandatory for participation in the program & to receive incentives

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

<b>Health Standards</b>			
Activity	Description	Point Value	Points Earned
Body Mass Index (BMI)	Standard for Normal Weight, 18.5 – 24.9	75 points	
Blood Pressure	Standard for Normal/Healthy blood pressure is 120/80 mmHg (millimeters of Mercury) or lower	75 points	
Cholesterol	Total Cholesterol goal = < 200 mg/dL LDL ("bad" cholesterol) goal = 100 – 129 mg/dL HDL ("good" cholesterol) goal = 40 – 49 mg/dL women; 50 – 59 mg/dL men	75 points	
Triglycerides	Bellow 150 mg/dL	75 points	
Tobacco Use	Attend and successfully complete a tobacco cessation program. In order to get points for this category, employees must turn in a form verifying the completion of a cessation program by the program administrator or physician.	100 points	
<i>Total Possible Points</i>		400 points	

Employees will successfully earn points for meeting or exceeding Health Standard goals. Health Standard information must be verified and signed off on by a physician or test administrator.

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

Health			
Activity	Description	Point Value	Points Earned
Preventative Health	<p>Complete two of the five following activities:</p> <ol style="list-style-type: none"> <li>1. Annual Physical</li> <li>2. Flu Shot</li> <li>3. Vision Exam</li> <li>4. Dental Exam</li> <li>5. Age/gender appropriate exam (see attached list)</li> </ol> <p>Each activity is worth 25 points for a maximum of 50 points from this category. Verification from a physician is required to earn points for this category.</p>	Max 50 points	
Weight Loss	Weigh in anytime during July and again anytime during December at the Rec Center & earn one point/pound lost for a maximum of 50 points.	Max 50 points	
Weight Maintenance	<p>EMPLOYEES WHO ARE CURRENTLY WITHIN A HEALTH WEIGHT RANGE FOR THEIR GENDER &amp; HEIGHT ARE ELIGIBLE FOR THIS CATEGORY. See attached sheet for health ranges.</p> <p>Weigh in anytime during July and again anytime during December at the Rec Center &amp; earn 25 points for maintaining your current healthy weight within +/- 2 pounds.</p>	Max 25 points	
Health Education	<p>Attend a health-related education seminar and earn 25 points per event for up to 4 events and a maximum of 100 points.</p> <p>To earn points, employees must make a short presentation at a staff meeting in regards to the event they attended OR write a short synopsis of the event to turn in.</p>	Max 100 points	
Total Possible Points		225 points	
<p>Verification is required for several of these health activities; verification can come in the form of a signed physician form (see attached), a receipt for services or an insurance Explanation of Benefits. Verification is also required for Health Education component (see attached forms).</p>			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

**HEALTH CATEGORY DETAILS:**

**WEIGHT LOSS**

Date	Height/Weight	Employee Initials	Coordinator Initials
July '14:			
December '14:			

\* Height is recorded to determine if you are within healthy ranges.

**OR**

**WEIGHT MAINTENANCE**

Date	Height/Weight	Employee Initials	Coordinator Initials
July '14:			
December '14:			

\* Height is recorded to determine if you are within healthy ranges.

**HEALTH EDUCATION**

\*For points, you must summarize events in written form or as a presentation at a staff meeting. Include written summarizations with this form.

Date	Topic/Presenter	Recap Written or Presentation?	Date & Supervisor Initials (for presentations)

## Wellness Activities

Competitions			
Activity	Description	Point Value	Points Earned
Competitions	Take part in up to 4 competitions/races throughout the year to earn 25 points per competition for a maximum of 100 points per year.	Max 100 points (25 points per competition)	
Date	Competition/location		

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

*\* Competitions include organized races, participating in adult sports leagues, as well as other internal competitions that will be announced throughout the year.*

## WELLNESS CHALLENGES

Employees can earn 25 points per challenge category for a maximum of 150 points per year; IF and WHEN an employee has completed a challenge in each category, they can complete two bonus challenges (25 points each) from the category of their choice for a grand total of 200 points.

**PHYSICAL ACTIVITY** \* Activities must be done for 1 month of more unless otherwise noted.

Activity	Date(s)	Details	Initials
Participate in a fitness class			
Bike or walk to work			
Exercise for 30 minutes/day/5 days per week			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

**NUTRITION** \* Activities must be done for 1 month of more unless otherwise noted.

Activity	Date(S)	Details	Initials
Use an App to track food intake			
Track your vice - calculate calories in your favorite treat & track calories and costs (*)			
Eat By Color (*)			
Sign up for a health newsletter			
Eat on a smaller table ware (plates/bowls)			
Drink a minimum of 64 ounces of water/day			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

**STRESS MANAGEMENT** \* Activities must be done for 1 month of more unless otherwise noted.

Activity	Date(S)	Details	Initials
Get 7 to 9 hours of sleep/night			
Keep a stress journal, noting times of high stress, causes and coping techniques			
Attend a Yoga class			
Spend time with a pet (30 minutes/day/month)			
Meditate (2x week/month)			
Date night w/Spouse or Friends (2x/month)			
Engage in your hobby (2x week/month)			
Read 4 book			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

**FINANCIAL WELLNESS**

Activity	Date	Details	Initials
Cost Compare Utilities			
Cost Compare Insurance			
Request a credit report			
Create or update a will			
Create or update your household budget			
Update beneficiaries			
Request an amortization schedule (1x)			
Make additional payments toward Loan premiums (3x)			
Meet with a retirement or investment planner (1x)			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

**PREPAREDNESS/SAFETY**

Activity	Date	Details	Initials
Check smoke & carbon monoxide detectors			
Wear a seat belt every ride			
Wear a helmet every ride			
Wear sunscreen daily			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

**COMMUNITY/PERSONAL ENRICHMENT**

Activity	Date	Details	Initials
Donate Blood			
Volunteer on a board/service organization			
Coach a youth team for a season			
Participate in a road/river/trail clean up			
Mentor a youth (Bright Futures, Boy/Girl Scouts etc.)			
Volunteer (1x week/month)			
Make a monetary contribution			
Take a college or community education class			
Join a book club			
Attend a cultural event			
Complete a Readiness to Change form (*)			

Total Points: \_\_\_\_\_ Initials: \_\_\_\_\_

Category	Points Available	Points Earned
Mandatory Data	150	
Health Standards	400	
Health	225	
Wellness Activities		
Competitions	100	
Wellness Challenges	200	
	<b>GRAND TOTAL POINTS</b>	

Employee Signature: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

(\*) Require forms available by the program coordinator or wellness committee member

IF you see any challenges you would like to complete, but have questions or need guidance, don't hesitate to contact the program coordinator.

IF you have alternate suggestions for any category, please notify the program coordinator by emailing [kellys@cityofcody.com](mailto:kellys@cityofcody.com) or by calling 527-3487. You are also welcome to speak to any Wellness Committee member.

Wellness Committee Members

Kelly Serfas Bower – Program Coordinator

Cindy Baker – Administrative Services

Kylie Hanson – Public Works

Utana Dye – Engineering

Keith Viles – Waste Water & Sanitation

Monte Bales - Parks

Janice Grush – Public Facilities

Suzanne Palmer – Recreation & Aquatics

Beau Egger – Police Department

The City reserves the right to alter this program each year, and at any time during the year. Our focus is on improving the health of our employees by addressing health outcomes and measurable data.

MEETING DATE:	MAY 6, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

## **AGENDA ITEM SUMMARY REPORT**

### **2014 MULTIPLE SANITARY SEWER MAIN REHABILITATION PROJECT**

#### **ACTION:**

Staff requests that the Mayor and Council award the quote for the 2014 Multiple Sanitary Sewer Main Rehabilitation project to Planned and Engineered Construction Inc (PEC). PEC was the apparent and responsive low bid in the amount of \$42,500. Staff also requests that the Council authorize the Mayor to enter into and sign a contract with PEC after all contracts documents have been completed and approved.

#### **BACKGROUND**

On April 7, 2014, the quotes, for the 2014 Multiple Sanitary Sewer Main Rehabilitation Project, were opened. The City received One (1) quote from Planned and Engineering Construction Inc. The quote tab is attached for reference. This is a maintenance project and by State Statute does not require a quote/bid, but our purchasing policy indicates the City will follow a quote process.

The City of Cody did not budget any monies for this project, but due the significant savings realized on the West Copper Sewer Main project, staff felt we should also rehabilitate some sewer mains with a portion of the savings. This project, if approved, will entail the lining of 1422 linear feet of sewer main and the reinstatement of 31 service connections.

The sewer mains are deteriorated and require rehabilitation. This CIPP process is an internal rehabilitation that minimizes the impact on the surrounding neighborhood.

#### **FISCAL IMPACT**

As mentioned previously, the City of Cody did not budget any monies for this project, but due the significant savings realized on the West Copper Sewer Main project, staff felt we should also rehabilitate some sewer mains with a portion of the savings. The West Cooper Sewer Main Project was originally estimated to cost \$480,240 to complete. The City of Cody awarded the Professional Services Contract with EA for a "Not to Exceed" amount of \$60,000. The bid for the construction portion of the project was for \$88,810.25 for a total project cost of \$148,810.25. The project will be under the budget total by about \$331,429.75. This project is anticipated to cost \$42,500 and was designed in house.

#### **ALTERNATIVES**

1. Award quote for the 2014 Multiple Sanitary Sewer Main Rehabilitation project, to Planned and Engineered Construction Inc. Also authorize the Mayor to enter into and sign a contract with Cowan Construction after all contracts documents have been completed.

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council award the quote for the 2014 Multiple Sanitary Sewer Main Rehabilitation project to Planned and Engineered Construction Inc (PEC). Staff also recommends that the Council authorize the Mayor to enter into and sign a contract with PEC after all contracts documents have been completed and approved.

#### **ATTACHMENTS**

1. Quote Tabulation

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

Planned Engineered and Construction Inc.

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

2014 Multiple Sanitary Sewer Main Rehabilitation Project  
 For The City of Cody, Wyoming

BID SCHEDULE

Section No.	Item No.	Description	Units	Est. Qtys.	Unit Price	Total
02001	1.	Mobilization	LS	1	\$ 5,250 <sup>00</sup>	\$ 5,250 <sup>00</sup>
02010	2.	Traffic Control	LS	1	\$ 2,155 <sup>00</sup>	\$ 2,155 <sup>00</sup>
02612	3.	8" PVC Cured In Place	LF	1422.00	\$ 22 <sup>50</sup>	\$ 31,995 <sup>00</sup>
02612	5.	Service Reinstatement	EA	31	\$ 100 <sup>00</sup>	\$ 3,100 <sup>00</sup>
		Total				\$ 42,500 <sup>00</sup>

All work will be done by July 1, 2014 (Most Likely Work Done Week of 6/16/14)

All work will be completed in 7 working days.

By: [Signature]  
 Title: PRESIDENT

Firm Name: PARROTT ENGINEERS - CONSTRUCTION, Inc  
 Address: 3400 CENTENNIAL DRIVE  
HELENA MONTANA 59601  
406.447.5050



MEETING DATE: MAY 6, 2014  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: ROB KRAMER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Extension of Quote 2013-07 Fuel**

#### **BACKGROUND**

In June of 2013 the City Council approved the award of Quote 2013-07 Fuel to Brad Hall and Associates for a one year term beginning July 1, 2013. Brad Hall and Associates was able to meet the necessary requirements and came in at \$.0180/gallon less than Bailey Enterprises Inc., and at \$.0500/gallon less than Homax Oil Sales. The term of this quote will expire on June 30, 2014. The quote had a provision allowing the City to extend the agreement for two additional one (1) year periods. Staff respectfully requests that we extend the current contract for another year.

#### **SUMMARY**

Staff respectfully requests that we extend the current contract with Brad Hall and Associates for another year. The quote process requires staff to reacquaint all of the interested parties with our requirements and make sure the company's information can electronically match with our fuel and oil use program at the shop. In addition, if a new company provides a lower quote, new charge cards have to be produced for each vehicle, all users have to become readjusted to a new location that may not have the same number and type of access to which we become accustomed. Brad Hall and Associates provided the lowest cost for last year's quote. In the year prior, the City only received one quote which resulted in paying a higher rate for fuel. Brad Hall is the only company to provide three fueling locations each of which offer ease of access for the larger City trucks and equipment. The close vicinity of one of their stations, to several City buildings including; the Police Department, Electric Shop, Solid Waste Shop and Public Works Shop, has also been advantageous.

#### **FISCAL IMPACT**

Funding for this fuel is being budgeted within the Fiscal Year 2014/2015 Budget. Renewal would mean going forward with the same costs per gallon as this current fiscal year. Based upon research, fuel cost are projected to remain fairly static for the year ahead.

#### **ALTERNATIVES**

1. The City Council may approve the staff request to allow the extension of Quote 2013-07 Fuel for a period of one year beginning on July 1, 2014.
2. Request staff to prepare a new quote for services to begin on July 1, 2014.

#### **ATTACHMENTS**

1. Request for Quotation Quote 2013-07 Fuel
2. Price Comparison for Quote 2013-07 Fuel

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

Bryan Hinze [bryanhinze@bradhallfuel.com](mailto:bryanhinze@bradhallfuel.com)

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



**CITY OF CODY**  
WYOMING

## REQUEST FOR QUOTATION Quote # 2013-07

The City of Cody will accept quotes until 2:00 p.m., May 21, 2013 at City Hall, 1338 Rumsey Ave. for the following fuels:

Unleaded Gasoline  
Mid-Grade Gasoline  
Premium Grade Gasoline  
Diesel Fuel

Nancy Tia Brown  
**Mayor**

Donny Anderson  
Landon Greer  
Bryan Edwards  
Jerry Fritz  
Steve Miller  
Stan Wolz  
**Council Members**

C. Edward Webster II  
**Municipal Judge**

Jennifer R. Rosencranse  
**City Administrator**

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

(307) 527-7511  
Fax (307) 527-6532

It is estimated that the City utilizes approximately 93,000 gallons of fuel per year, approximately half of this use being diesel fuel. Quantities do vary by product and are not guaranteed. Quantities should not be construed to represent either a maximum or minimum quantities to be used during the contract term.

Fuel is to be dispensed by a Card System. Cards are to be set for a single vehicle or equipment so that one card can be locked out without exchanging all the cards. Individual PIN numbers must be provided for each employee. Fuel entry must be able to accommodate mileage and hours. On a weekly basis the SUPPLIER must be able to e-mail the mileage and usage of any vehicles or equipment to [shop@cityofcody.com](mailto:shop@cityofcody.com) and [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). On a monthly basis, concurrent with billing, SUPPLIER must be able to deliver all usage and billing information to the City of Cody in a comma delimited by field ASCII file or other acceptable format (preferably Microsoft Excel). The SUPPLIER must provide proof of rack prices at the end of each month.

Quotes are to be per gallon price with all taxes included. Quotes must delineate separately the "Rack", "Freight", "Overhead", "Profit", "Taxes" and "Total Quote".

Date of price to be as of May 21, 2013. The successful supplier will begin dispensing fuels for the City of Cody on July 1, 2013. This agreement is to extend for a period of one (1) year with the City retaining the option to extend the agreement for two additional one (1) year periods.

Submit quotes to City of Cody, 1338 Rumsey Avenue, PO Box 2200, Cody, WY 82414 and mark on the outside of the envelope "2013-07 FUEL QUOTE". All quotes must be submitted on an official quote form (attached). Additional copies can be obtained at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com).

In accordance with the provisions of Section 16-6-101 through Section 16-6-106 of the Wyoming Statutes, 1997 republished edition, preference is hereby given to materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside the state. Any supplier claiming preference must submit evidence of Wyoming residency as defined in Wyoming Statute 16-6-101.

The City reserves the right to reject any and/or all quotes and further reserves the right to waive any informalities if deemed in the best interest of the City.

Rob Kramer

City of Cody  
Streets and Vehicle Maintenance Superintendent

**Quote Specification Form – Quote # 2013-07**

Mayor and City Council  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Ave  
 Cody, WY 82414

The undersigned supplier agrees to provide fuel for the City of Cody pursuant to the specifications and invitation to quote below:

	Rack Price	Freight Rate	Overhead	Profit	State Tax	Federal Tax	Total Quote Price per Gallon
Unleaded							
Midgrade							
Premium							
Diesel							

\_\_\_\_\_ I acknowledge that I can provide the City with a comma delimited ASCII file at no additional cost to the City.

\_\_\_\_\_ I acknowledge that I can provide the City with a comma delimited ASCII file at an additional cost to the City of \_\_\_\_\_.

\_\_\_\_\_ Additional costs outlined on an attached page.

Supplier Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

The undersigned understands that the City Council of the City of Cody shall determine in its sole discretion the most responsible supplier, and the City Council may reject any and all quotes or make substitutions, waive defects it deems unsubstantial in any quote, and that if an award is made, the City Council will award the quote in the best interest of the City. Award of quote is subject to Council budget appropriation for this purchase. The offer made herein shall be binding for 30 days after the date of quote opening.

Quote Submitted By  
 Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 2013 Fuel Quote

Price per Gallon Minus Rack and Tax			
	Bailey Enterprises Inc.	Brad Hall & Associates	Homax Oil Sales
Unleaded	\$0.1780	\$0.1600	\$0.2100
Midgrade	\$0.1780	\$0.1600	\$0.2100
Premium	\$0.1780	\$0.1600	\$0.2100
Diesel	\$0.1880	\$0.1680	\$0.2100

Freight Rate			
	Bailey Enterprises Inc.	Brad Hall & Associates	Homax Oil Sales
Unleaded	\$0.0580	\$0.0600	\$0.0800
Midgrade	\$0.0580	\$0.0600	\$0.0800
Premium	\$0.0580	\$0.0600	\$0.0800
Diesel	\$0.0680	\$0.0680	\$0.0800

Overhead			
	Bailey Enterprises Inc.	Brad Hall & Associates	Homax Oil Sales
Unleaded	\$0.1200	\$0.0400	\$0.0800
Midgrade	\$0.1200	\$0.0400	\$0.0800
Premium	\$0.1200	\$0.0400	\$0.0800
Diesel	\$0.1200	\$0.0400	\$0.0800

Profit			
	Bailey Enterprises Inc.	Brad Hall & Associates	Homax Oil Sales
Unleaded	\$0.0000	\$0.0400	\$0.0500
Midgrade	\$0.0000	\$0.0400	\$0.0500
Premium	\$0.0000	\$0.0400	\$0.0500
Diesel	\$0.0000	\$0.0400	\$0.0500

Other Info			
	Bailey Enterprises Inc.	Brad Hall & Associates	Homax Oil Sales
Cost for ASCII File	\$ -	\$ 0.02	\$ -
Individual PIN#s	Testing new system. Should be able to.	They are able to setup individual PINs. They are currently working with the software company on a glitch they have found within this portion of the software.	Yes

\*Spoke w/Bryan Hinze it is a \$.02 per gallon charge.

MEETING DATE: MAY 6, 2014  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: SARA WEAD,  
ADMINISTRATIVE ANALYST  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Change in Dispensing Room**

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

Approve a change in dispensing room for Gulch Street Properties LLC to a 7' x 13' room in the NE corner of the building located at 1134 13<sup>th</sup> St.

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

Gulch Street Properties LLC holds a retail liquor license at 1134 13<sup>th</sup> St within the Whole Foods Trading Company building. The building recently sold and the new owners of the building are remodeling. In order to accommodate the new owners, Dale and Betty Cowan of Gulch Street Properties LLC are reducing the size of the dispensing room. The location is not currently open for business however the Cowans intend to meet the minimal operational requirements in the upcoming license year.

#### **FISCAL IMPACT**

None.

#### **ALTERNATIVES**

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

#### **ATTACHMENTS**

Agenda request form, drawing of building and dispensing room

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

Dale Cowan 307-899-9829

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

## City of Cody Agenda Request Form

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

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

\*\*\*\*\*

Name of person to appear before the Council Dale or Betty Cowan

Organization Represented Grutch Street Properties LLC

Date you wish to appear before the Council May 6, 2014

Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Preferred form of contact: Telephone 899-9829 E-Mail \_\_\_\_\_

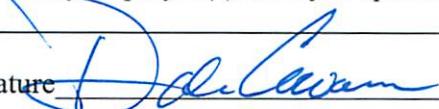
Names of all individuals who will speak on this topic Dale or Betty if need

Event Title (if applicable) \_\_\_\_\_

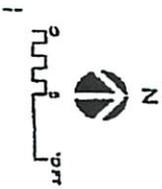
Date(s) of Event (if applicable) \_\_\_\_\_

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Change in dispensing room due to change of ownership of building

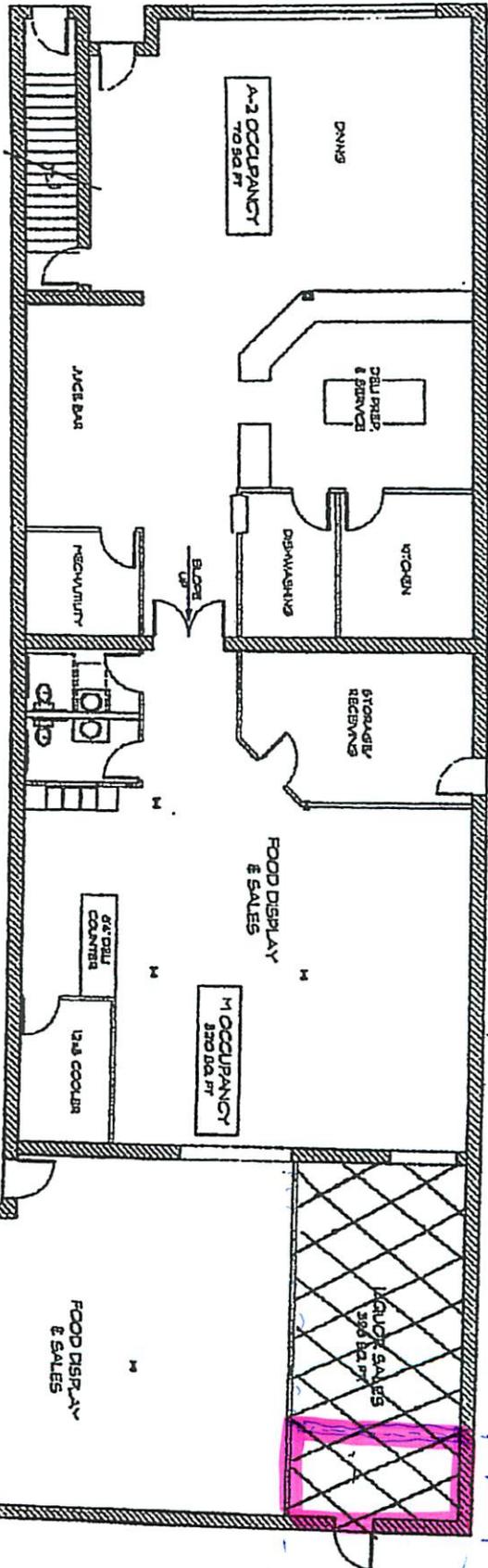
Which City employee(s) have you spoken to about this issue? Sara Wead

Signature  Date 4/10/14

06-08-83



FLOOR PLAN



WHOLE FOODS TRADING CO.



KEITH PRYOR  
ARCHITECT

7'1"  
13'

MEETING DATE:	MAY 6, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**Amend Lots 1 and 2 of the Lafollette Subdivision**

**ACTION TO BE TAKEN:**

Approve a plat amendment for Lots 1 and 2 of the Lafollette Subdivision to terminate an unused utility easement and establish new utility and access easements.

**SUMMARY:**

William Overfield, as the owner of Lots 1 and 2 of the Lafollette Subdivision, located on the south side of Cougar Avenue, just east of Jeremy Court and west of the Kingdom Hall, has submitted an amended plat application. The purpose of the amended plat is to eliminate an unused 20-foot wide utility easement across the south end of the property and establish new easements, including a 25-foot wide access easement to be used as a common driveway, a 10-foot wide utility easement for an underground electrical extension, and two 7.5-foot utility easements for natural gas mains. The elimination of the 20-foot utility easement and the creation of the new easements relate to the planned development of ten rental units, consisting of two duplexes and two tri-plexes.

The City does not have any utilities within the 20-foot wide utility easement across the south end of the two lots, nor do they have any plans to install city utilities in that location. Staff has verified with Energy West, TCT, and CenturyLink that they do not have any facilities in the subject easement and are agreeable to its elimination.

**FISCAL IMPACT**

None anticipated.

**ALTERNATIVES**

Approve or deny the plat amendment to terminate the unused utility easement and establish a new access and utility easements as proposed.

**RECOMMENDATION**

The Planning and Zoning Board recommended approval of the plat amendment to Lots 1 and 2 of the Lafollette Subdivision at their April 22, 2014 meeting.

**RECOMMENDED MOTION**

Approve the plat amendment for Lots 1 and 2 of the Lafollette Subdivision as presented.

**ATTACHMENTS:**

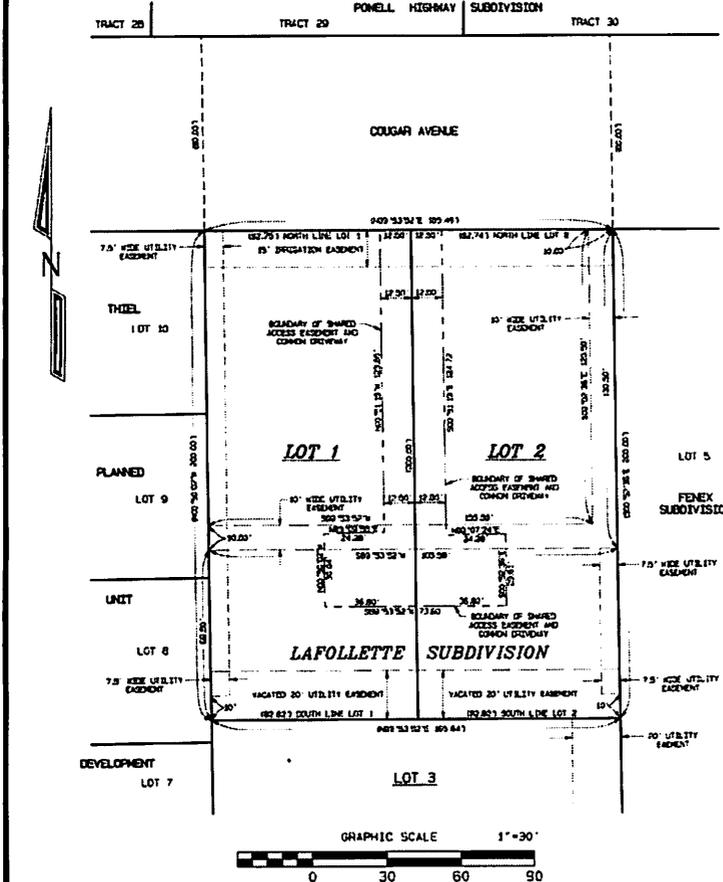
Amended Plat.

**AGENDA & SUMMARY REPORT TO:**

Bill Overfield, Owner and Steve Follweiller, Holm Blough & Co.

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

T. 53 N., R. 101 W.  
(RESURVEY)



**LEGEND**  
LAFOLLETTE SUBDIVISION PLAT RECORD DIMENSIONS SHOWN THIS ( )

- NOTES**
1. THE PURPOSE OF THIS AMENDED PLAT IS TO VACATE THE 20 FOOT WIDE UTILITY EASEMENT BEING THE SOUTH 20 FEET OF LOT 1 AND LOT 2 OF THE LAFOLLETTE SUBDIVISION AND TO DEDICATE NEW 7.5 FOOT AND 10 FOOT WIDE UTILITY EASEMENTS AS SHOWN HEREON AND TO DEDICATE A NEW SHARED ACCESS EASEMENT AND COMMON DRIVEWAY AS SHOWN HEREON. THE BOUNDARIES OF LOT 1 AND LOT 2 WILL REMAIN UNCHANGED.
  2. THE PLAT OF THE LAFOLLETTE SUBDIVISION IS FILED IN PLAT CABINET "F" AT PAGE 03 OF THE PLAT RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING.
  3. ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE RECORD DIMENSIONS AS SHOWN ON THE PLAT OF THE LAFOLLETTE SUBDIVISION.
  4. THIS DRAWING IS NOT INTENDED TO SHOW ALL RIGHTS OF WAY, EASEMENTS, PUBLIC OR PRIVATE UTILITIES, IRRIGATION FACILITIES, OTHER IMPROVEMENTS OR FLOOD PLAIN AREAS UPON THE PARCEL OR PARCELS DELINEATED HEREON. THIS SURVEYOR DID NOT CONDUCT A COMPLETE TITLE SEARCH ABSTRACT STUDY OR HAZARD INDUSTRY FOR THE LANDS SHOWN HEREON.

**SURVEYOR'S CERTIFICATE**

I, STEVEN D. FOLKWEILER, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS AMENDED PLAT OF LOT 1 AND LOT 2 OF THE LAFOLLETTE SUBDIVISION WAS MADE BY ME USING THE RECORD DIMENSIONS AS SHOWN ON THE PLAT OF THE LAFOLLETTE SUBDIVISION FILED IN PLAT CABINET "F" AT PAGE 03 OF THE PLAT RECORDS OF THE PARK COUNTY CLERK AND RECORDER, AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND CITY STATUTORY PROVISIONS AND REGULATIONS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

HOLM, BLOUGH AND COMPANY  
BY: STEVEN D. FOLKWEILER (AGENT)  
WYOMING REGISTRATION NO. 3154 LS



**APPROVALS**

**CITY PLANNING AND ZONING BOARD**  
APPROVED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY THE CITY PLANNING AND ZONING BOARD OF CODY, WYOMING.

**CITY COUNCIL APPROVAL**  
APPROVED AS OF THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY THE CITY COUNCIL OF CODY, WYOMING.

MAYOR - NANCY TIA DROWN  
ATTEST: KINCY BAYER  
ADMINISTRATIVE SERVICES OFFICER

STATE OF WYOMING } ss  
COUNTY OF PARK }  
THE FOREGOING APPROVAL HAS ACKNOWLEDGED BEFORE ME BY NANCY TIA DROWN, MAYOR, AND KINCY BAYER, ADMINISTRATIVE SERVICES OFFICER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

WITNESS MY HAND AND OFFICIAL SEAL.  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**OWNER'S CERTIFICATE**

KNOW ALL PERSONS BY THESE PRESENTS: THAT LAURITTA A. PARKER IS THE OWNER AND PROPRIETOR OF LOT 3 OF THE LAFOLLETTE SUBDIVISION WITHIN THE CITY OF CODY AS SHOWN ON THE PLAT THEREOF FILED IN PLAT CABINET "F" AT PAGE 03 OF THE PLAT RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING. THAT THE VACATION OF THE 20 FOOT WIDE UTILITY EASEMENT BEING THE SOUTH 20 FEET OF LOT 1 AND LOT 2 AS SHOWN HEREON WILL NOT ADVERSELY AFFECT MY PROPERTY, AND I HEREBY GIVE MY CONSENT AND APPROVAL TO SAID VACATION.

THE ABOVE CONSENT AND APPROVAL IS IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR.  
IN WITNESS WHEREOF, LAURITTA A. PARKER HAS CAUSED HER NAME TO BE HEREON SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

LAURITTA A. PARKER  
ACKNOWLEDGMENT:  
STATE OF WYOMING } ss  
COUNTY OF PARK }  
THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY LAURITTA A. PARKER.

WITNESS MY HAND AND OFFICIAL SEAL.  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS: THAT WILLIAM D. OVERFIELD AND RITA J. OVERFIELD ARE THE OWNERS AND PROPRIETORS OF LOT 1 AND LOT 2 OF THE LAFOLLETTE SUBDIVISION WITHIN THE CITY OF CODY AS SHOWN ON THE PLAT THEREOF FILED IN PLAT CABINET "F" AT PAGE 03 OF THE PLAT RECORDS OF THE CLERK AND RECORDER OF PARK COUNTY, WYOMING. THAT WE HAVE CAUSED THE 20 FOOT WIDE UTILITY EASEMENT BEING THE SOUTH 20 FEET OF SAID LOT 1 AND LOT 2 AS SHOWN ON SAID PLAT TO BE VACATED, AND BY THESE PRESENTS DO HEREBY DEDICATE THE 7.5 FOOT AND 10 FOOT WIDE UTILITY EASEMENTS LYING OVER AND ACROSS SAID LOT 1 AND LOT 2 AS SHOWN HEREON TO THE CITY OF CODY FOR USE BY UTILITY COMPANIES IN THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND FACILITIES AND DO HEREBY DEDICATE THE SHARED ACCESS EASEMENT AND COMMON DRIVEWAY LYING OVER AND ACROSS SAID LOT 1 AND LOT 2 AS SHOWN HEREON TO THE OWNERS, HEIRS, SUCCESSORS, ASSIGNS AND RESIDENTS OF SAID LOT 1 AND LOT 2.

THE ABOVE AMENDMENT TO SAID LOT 1 AND LOT 2 AS APPEARS ON THIS PLAT, IS WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.  
IN WITNESS WHEREOF, WILLIAM D. OVERFIELD AND RITA J. OVERFIELD HAVE CAUSED THEIR NAMES TO BE HEREON SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

WILLIAM D. OVERFIELD  
RITA J. OVERFIELD

ACKNOWLEDGMENT:  
STATE OF WYOMING } ss  
COUNTY OF PARK }  
THE FOREGOING INSTRUMENT HAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014 BY WILLIAM D. OVERFIELD AND RITA J. OVERFIELD.

WITNESS MY HAND AND OFFICIAL SEAL.  
NOTARY PUBLIC  
MY COMMISSION EXPIRES \_\_\_\_\_

**RECORDER'S ACCEPTANCE**

THIS PLAT HAS ACCEPTED FOR FILING IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AND FILED FOR RECORD AT \_\_\_\_\_ M., UNDER DOCUMENT NUMBER \_\_\_\_\_ IN PLAT CABINET \_\_\_\_\_ AT PAGE \_\_\_\_\_

JERRI TORSON  
PARK COUNTY CLERK AND RECORDER  
BY: DEPUTY COUNTY CLERK

PRELIMINARY COPY  
AMENDED PLAT OF  
LOT 1 AND LOT 2  
OF THE  
LAFOLLETTE SUBDIVISION  
WITHIN THE CITY OF CODY AND LOCATED  
IN THE SW1/4NE1/4 OF TRACT 71  
T. 53 N., R. 101 W., 6TH P.M.  
PARK COUNTY, WYOMING (RESURVEY)

**Cody Police Department**  
**Temporary Law Enforcement Assistance**  
**Memorandum of Understanding**  
**(Wyoming)**

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Cody, Wyoming (Cody) and the \_\_\_\_\_ (hereinafter "Assisting Agency").

RECITALS

WHEREAS, CODY is a municipal corporation in Wyoming, which operates a police department and employs certified peace officers within the municipal corporate limits of Cody, Wyoming; and

WHEREAS, CODY anticipates it will need assistance from other law enforcement agencies for events planned for July and / or August 2014; and

WHEREAS, the ASSISTING AGENCY is willing and able to provide such assistance in the form of assigned peace officers to assist CODY; and

WHEREAS, W.S. 7-2-106(b) authorizes and requires law enforcement agencies in Wyoming to enter into a Memorandum of Understanding (MOU) for the purpose of providing assistance for limited events,

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises described below, and subject to the conditions and limitations described herein, the parties agree as follows:

1. The Assisting Agency will provide certified peace officers in separate vehicles provided by the Assisting Agency for the following date/s (shall not exceed thirty days): July 27, 2014 through August 2, 2014.
2. The officers who will assist CODY on the above dates will be:


3. The geographical boundaries of the area covered by this assignment shall be the corporate limits of the City of Cody, Wyoming. This provision shall not be construed in any way to limit or prevent any officer, including but not limited to assigned peace officers from the Assisting Agency, from providing mutual aid and responding to requests for aid pursuant to W.S. 7-2-106(a).
4. CODY will reimburse the Assisting Agency for expenses for actual expenses for fuel, lodging, and meals incurred by the assigned peace officers from the Assisting Agency who will assist the Cody Police Department pursuant to this MOU. Reimbursement for meals for assigned peace officers shall not exceed \$47 per day per officer. In addition, CODY will reimburse the Assisting Agency for all wages, including overtime, paid to assigned peace officers while those officers are providing assistance pursuant to this MOU. CODY's reimbursement obligation as described in this paragraph shall begin when the assigned peace officer arrives in Cody, Wyoming, and shall end when the assigned officer leaves Cody, Wyoming.

If equipment belonging to the Assisting Agency is damaged while in use by one of the assigned peace officers pursuant to this MOU, the Assisting Agency shall be responsible for paying for the cost of such damaged equipment.

5. While working on an assignment pursuant to this MOU, each peace officer from an assisting agency shall be subject to the direction and control of the City of Cody's Chief of Police, or his designee, and shall have full peace officer authority within the City of Cody. The parties acknowledge that the assigned peace officers may respond to a request for mutual aid outside of the City of Cody from another law enforcement agency pursuant to W.S. 7-2-106(a).
6. Pursuant to W.S. 7-2-106(c), any peace officer acting under this MOU shall be deemed to be acting within the scope of his duties for purposes of the Wyoming Governmental Claims Act and the state self-insurance program, W.S. 1-41-101 through 1-41-111, or the local government self-insurance program, W.S. 1-42-101 through 1-42-207. All privileges and immunities from liability, and all pension,

disability, workers' compensation and other benefits which normally apply to peace officers while in the performance of their duties in their own jurisdiction shall also apply to them when acting pursuant to this MOU. For Workers' Compensation coverage, peace officers assigned pursuant to this MOU shall be deemed joint employees of the Assisting Agency and the City of Cody, who shall be joint employers, pursuant to W.S. Section 7-2-106(c). As joint employers, the Assisting Agency and the City of Cody shall be immune from suit to the extent provided by the Wyoming Workers' Compensation Act (W.S. 27-14-101 et seq).

7. Except as provided in this MOU, neither the Assisting Agency or the City of Cody agrees to insure, defend, or indemnify the other. By entering into this MOU, no party to this MOU waives its governmental immunity, or the defenses and limitations provided in the Wyoming Constitution and the Wyoming Governmental Claims Act, and other applicable laws, and each party reserves all immunities, defenses and limitations provided under the Wyoming Constitution and the laws of the State of Wyoming.
8. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**THE REST OF THIS PAGE  
IS LEFT INTENTIONALLY BLANK.**

CITY OF CODY, WYOMING:

\_\_\_\_\_ DATE: \_\_\_\_\_

NANCY TIA BROWN,  
MAYOR OF THE CITY OF CODY, WYOMING

Attest: \_\_\_\_\_

Cynthia D. Baker,  
Administrative Services Officer

\_\_\_\_\_ DATE: \_\_\_\_\_

PERRY ROCKVAM  
CHIEF OF POLICE, CODY WYOMING

ASSISTING AGENCY:

\_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_,  
MAYOR OF THE CITY OF \_\_\_\_\_, WYOMING

\_\_\_\_\_ DATE \_\_\_\_\_

CHIEF OF POLICE,  
\_\_\_\_\_ WYOMING

MEETING DATE: MAY 6, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER, *Rick*  
DIRECTOR  
PRESENTED BY: ANDREW JOHNSTON

AGENDA ITEM SUMMARY REPORT (REVISED)  
Boiler Repair Change Order

ACTION TO BE TAKEN

Authorize the Mayor to sign Long Technologies change order #1 in the amount of \$16,422 for the Recreation Center boiler maintenance project and to pay for the change order with public Improvements fund.

SUMMARY OF INFORMATION

Boiler #2 (repaired first)

During the recent boiler tear down other repair needs were discovered. Over time, boiler number two was exposed to excessive heat caused by poor heat distribution and minimal maintenance. The excessive heat caused internal insulation and baffle damage. The change order is to authorize the contractor to perform additional repairs to boiler number two that were discovered during the teardown and burner rebuild project. Repair items were not visible prior to teardown.

Boiler #1

During the maintenance project of boiler number one, the boiler technician determined there is a leaking gas valve on boiler number one.

FISCAL IMPACT

Cost of this change order request is \$16,422. The funding is proposed to be paid for from the public improvements fund. The total project cost including this change order is \$40,772.

ALTERNATIVES

None

ATTACHMENTS

Change order packet

AGENDA & SUMMARY REPORT TO:

Andrew Johnston, Public Facility Supervisor

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



## Cody Parks, Recreation and Public Facilities

1402 Heart Mountain Street

PO Box 2200

Cody WY 82414

Phone (307) 587-0400

Fax (307) 587-2565

[www.cityofcody-wy.com](http://www.cityofcody-wy.com)

For Your Information

Action Necessary

Response Requested

### MEMO—14-026

Date: 4/29/14

To: Jenni Rosencranse, Rick Manchester

From: Andrew Johnston, Facilities Supervisor

Subject: Recreation Center Boiler Additional Repairs Change Order #1

#### Boiler #2 (repaired first)

During the recent boiler tear down other repair needs were discovered. Boiler number two was exposed to excessive heat caused by poor heat distribution and minimal maintenance. The excessive heat caused internal insulation and baffle damage. The change order is to authorize the contractor to perform additional repairs to boiler number two that were discovered during the teardown and burner rebuild project. Repair items were not visible prior to teardown.

#### Boiler #1

During the maintenance project of boiler number one, the boiler technician determined there is a leaking gas valve on boiler number one.

**Total estimated cost of this change request additional work is \$16,422.00.**

Change Order includes the following

1. Remove existing and replaced damaged boiler cover roof insulation.
2. Replace boiler tube baffle sections damaged by overheating.
3. Replace boiler firing chamber heat shield boards for both right and left sides
4. Replace stainless steel push pin plates damaged by over firing.
5. Replace lower rear flue pass cover damaged by excessive heat.
6. Replace gas valve and flanges (Boiler 1)

Boiler number one will be torn down after repairs have been made to boiler number two. Boiler number one is not expected to have additional repairs because it has not been exposed to the same high heat conditions. However, we will not know until the boiler is offline and torn down.

I have included photos of the above stated repair change order.

#### Staff Recommendation

Make necessary repairs to boiler one and two and pay for the additional work out of the public improvements fund. Authorize the Mayor to sign Long Technologies change order #1 in the amount of \$16,422. Pay for the change order with a transfer of Public Improvements fund to general fund account 10-420-7607.

#### Attachments

1. Pictures of damage to boiler #2
2. Change order #1 from Long Technologies
3. Project history—Memo-067



MECHANICAL SOLUTIONS

372 US Highway 16 East  
Buffalo, WY 82834  
307.684.5890 tel  
307.684.5890 fax  
307-259.6771 cell  
dkenik@long.com  
www.long.com

# Project Agreement

## Change Order Request No. 1

<b>Quote Number:</b>	COCPS-003 CO NO 1	3/10/2014	Page 1 of 4
<b>Customer:</b>	Paul Stock Aquatic & Recreation Center 1402 Heart mountain Street Cody, Wyoming 82414		
<b>Regarding:</b>	Boiler Repair Proposal Additional Work Change Order No. 1		

This proposal is for additional repairs to Boiler No. <sup>#2</sup> discovered during the teardown and burner rebuild project. Repair items discovered were not visible prior to teardown of Boiler No. <sup>#2</sup>

Additional repair work required

- ▶ Remove existing and replaced damaged boiler cover roof insulation.
- ▶ Replace boiler tube baffle sections damaged by overheating.
- ▶ Replace boiler firing chamber heat shield boards for both right and left sides.
- ▶ Replace stainless steel push pin plates damaged by over firing.
- ▶ Replace lower rear flue pass cover damaged by excessive heat.
- ▶ Replace gas valve and flanges <sup>Boiler #1</sup>

### OUR PROPOSAL EXCLUDES THE FOLLOWING:

1. Providing the labor and materials for work not detailed to be done in this project's scope of work, including:
  - ◆ Providing labor after our normal business hours 8:00 a.m. to 4:30 p.m. Monday through Friday
  - ◆ Boiler repairs not listed



MECHANICAL SOLUTIONS

<b>Quote Number:</b>	COCPS-003 CO No 1	<b>3/10/2014</b>	Page 2 of 4
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<b>Original Contract Amount.....</b>	<b>\$24,350.00</b> (Tax is included)
Additional Repair labor	\$8,450.00
Additional Repair Materials	\$6,255.00
Additional Per Diem and Expenses	\$845.00
Freight	\$300.00
Warranty	\$330.00
Wyoming Use Taxes	<u>\$242.00</u>
<b>Total Estimated Cost of This Change Request Additional Work</b>	<b><u>\$16,422.00</u></b>
<b>Revised Total Project Proposed Cost</b>	<b>\$40,772.00</b>

**Pricing is presented as "not to exceed". Labors and materials estimated but not used will be credited at invoicing.**

This price will be held firm for 30 days. Please review this proposal and let us know if you have any questions. If this proposal is acceptable, please acknowledge below and return by fax or mail.

Thank you for considering LONG Mechanical Solutions for this work.

Your building technology partner,

Accepted by,

*D. Kenik*

Dave Kenik  
Account Manager  
Date: 3/10/2014

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name  
Date: \_\_\_\_\_ PO #: \_\_\_\_\_



<b>Quote Number:</b>	COCPS-003 CO No 1	<b>3/10/2014</b>	<b>Page 3 of 4</b>
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**TERMS AND CONDITIONS OF SALE - SERVICE AND REPAIR WORK**

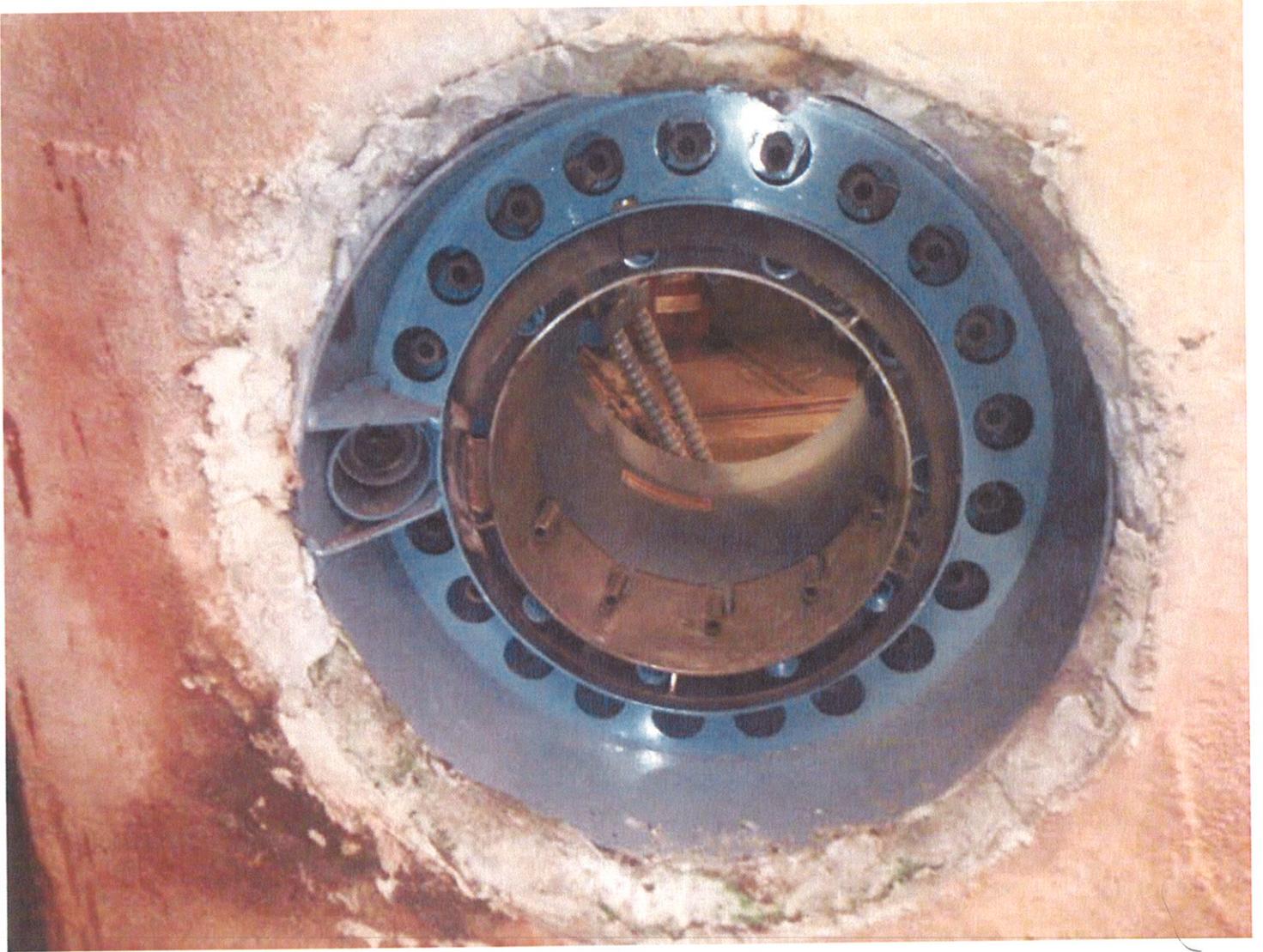
- (1) **OFFER AND ACCEPTANCE:** LONG Building Technologies, LONG Mechanical Solutions (LONG) offers to sell the equipment, materials and labor indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Customer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Customer and LONG. Any additional or differing terms and conditions contained on Customer's Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between Customer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.
- (2) **TERMS:** Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 10 days on RECEIPT of INVOICE. LONG reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1 1/2%) percent of the principal amount due at the end of each thirty (30) day period.
- (3) **INVOICING:** LONG reserves the right to issue partial or complete INVOICES as material is furnished and as services are rendered.
- (4) **PERFORMANCE:** LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of the LONG Credit Department, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of the LONG Credit Department or the occurrence of any of the above, LONG may, at its sole option, cancel Customer's Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG's failure or delay. Receipt of the equipment or services by Customer upon its delivery shall constitute a waiver of all claims for delay.
- (5) **TAXES:** Prices quoted are exclusive of taxes unless specifically stated differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Customer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Customer.
- (6) **WARRANTY:** On machinery and materials furnished, LONG will extend the same guarantee it receives from the manufacturer, LONG passes on all manufacture's warranties (typically 1 year). LONG guarantees materials and craftsmanship for 90 days from date of substantial completion of the work and will repair or replace, at LONG's option. This warranty does not include the replacement of refrigerant lost from the system after completion of the work. THE WARRANTY AND LIABILITY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, IN LAW OR IN ACT. THE WARRANTIES CONTAINED HEREIN SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A DEFECT IN WORKMANSHIP OR MATERIALS.
- (8) **LIMITATION OF LIABILITY:** All claims, causes of action or legal proceedings against LONG arising from LONG's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer. IN NO EVENT SHALL LONG'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY LONG FROM CUSTOMER UNDER THE INSTANT CONTRACT, NOR SHALL LONG BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT OR STRICT LIABILITY.

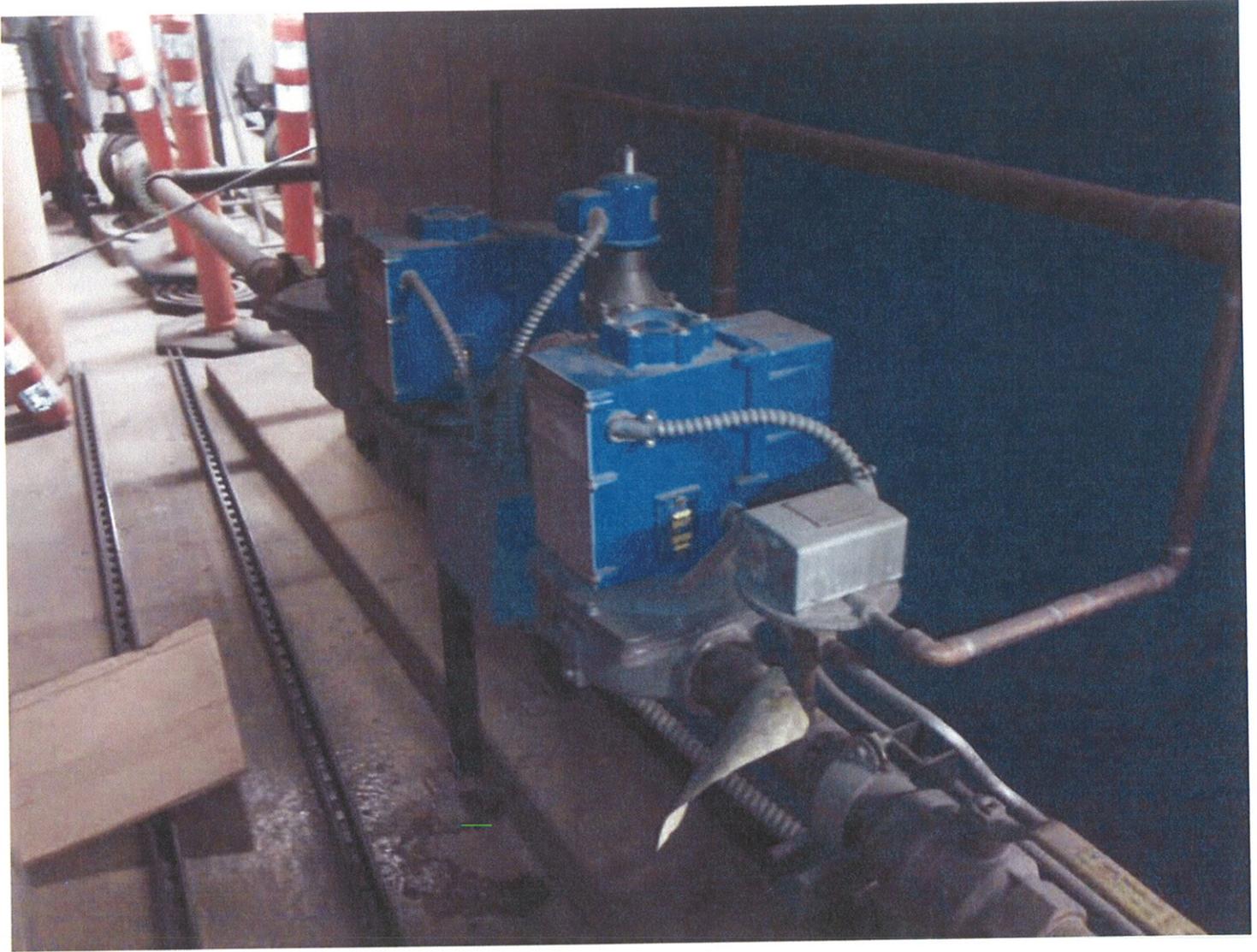


MECHANICAL SOLUTIONS

<b>Quote Number:</b>	COCPS-003 CO No 1	<b>3/10/2014</b>	<b>Page 4 of 4</b>
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- (9) **CANCELLATION:** LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).
- (10) **DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have entered into and shall be governed by the laws of the State of . All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be , unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
- (11) **COSTS TO LONG:** In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Customer, or to enforce any of its rights or privileges hereunder, Customer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney's fees).
- (12) **ENTIRE AGREEMENT:** These terms and conditions, and the matter set forth on the face of LONG's offer to sell, constitute the entire agreement between LONG and Customer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.
- (14) **ASSIGNMENT:** Customer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG's consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost income and profits.















## Cody Parks, Recreation and Public Facilities

1402 Heart Mountain Street

PO Box 2200

Cody WY 82414

Phone (307) 587-0400

Fax (307) 587-2565

[www.cityofcody-wy.com](http://www.cityofcody-wy.com)

For Your Information

Action Necessary

Response Requested

### MEMO—067

Date: 11/8/13

To: Jenni Rosencranse, Rick Manchester

From: Andrew Johnston, Facilities Supervisor

Subject: Recreation Center Boiler Repairs

The Recreation Center currently operates two hot water heating boilers. These boilers handle all of the heating for the building including; pool water heating, comfort air heating, and domestic hot water heating.

During a recent boiler inspection it was found that there were several components in the burner assemblies that were not only failing but causing excessive heat in the boilers. Excessive heat can cause inefficiency and distortion of internal components on the boilers. In addition, there was a flue gas analysis completed that showed un-safe carbon monoxide levels exiting the building. Upon completion of the inspection the boiler technician was able to remove enough heat to reduce the carbon monoxide to a safe level.

Currently, we are maintaining the heating demand but could run into potential problems during the cold winter months. As the temperature drops the heating demand will go up. In order to maintain the demand the necessary repairs will need to be made soon.

The total investment to repair the issues identified amounts to \$24,350.00. This will bring our boilers current and give us the ability to not only operate safer, but more efficiently. In order to save money and learn more about our boilers I have agreed to assist with the labor of this project. If we decide to repair one boiler now and budget in the next fiscal year to repair the other it would cost the City an additional \$3000.00-\$5000.00 dollars in mobilization costs. After the repairs have been completed, appropriate annual maintenance will cost \$5000.00 per year.

Another option that is available would be to replace the boilers at the Recreation Center with new more energy efficient boilers that operate with more modern technology. An estimated cost to replace these boilers would be \$180-240k. The benefits associated with these boilers

would be energy savings and extremely low maintenance cost. We could accomplish this project in phases or budget over a number of years to pay for this project.

I met with Dave Kenik of Long Technologies to review our options with the boiler room. His recommendation was to repair our current boilers and get as much life out of them as possible. In addition, he recommended that when we plan for replacement that we separate the pool heating system from the building heating system to gain efficiencies. He recommended long term energy saving goals and to replace equipment as possible to gain the most energy savings.

The current boilers have an expected life cycle of 30 years. We are currently 12 years into that cycle and with proper maintenance, after repairs, the boilers could sustain their expected life cycle. My recommendation is to move forward with the project as proposed. Parts availability could become an issue if we decide to wait and also additional damage could occur if left alone. These boilers are very vital and important pieces of equipment to our Recreation facility operations.

MEETING DATE: MAY 6, 2014  
DEPARTMENT: CITY ADMINISTRATOR  
PREPARED BY: JENNI ROSENCRANSE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Cody Labs Warehouse Project and Development Agreement**

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

Approve a revised Project Development and Administration Agreement between the City of Cody, Forward Cody, and Cody Laboratories, Inc. for the Wyoming Business Council Business Ready Communities Business Committed Cody Labs Warehouse Grant Project to be located on Road 2AB and authorize the Mayor to sign both the Project Development and Administration Agreement as well as acknowledge the Lease Agreement.

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

The City of Cody and Forward Cody applied for a grant to construct a warehouse for Cody Labs and received the signed grant agreement in February 2013. As everyone is aware, there have been many changes at Cody Labs and the approach to the project has changed substantially. The project was put on hold for the past several months while new ideas and plans have been discussed. Since the project has changed, including the project cost, the Wyoming Business Council has asked for an updated and revised Project Development and Administration Agreement. The revised agreement is attached for your review.

Also attached for your review is the revised lease agreement which is to be acknowledged by signature of the Mayor.

#### **FISCAL IMPACT**

As in all pass through grants, the City of Cody is the conduit between the applicant and the State of Wyoming. The City of Cody will receive all bills and pay them and then submit for reimbursement from the State of Wyoming. Any and all cost overruns will be the responsibility of the applicant. The only investment the City of Cody will have is staff time to administer the grant.

#### **ATTACHMENTS**

Project Development and Administration Agreement  
Lease Agreement

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

James Klessens

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

# **LEASE AGREEMENT**

THIS LEASE AGREEMENT is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, between Forward Cody Wyoming, Inc., having an address at 1131 13<sup>th</sup> Street, #106, Cody, Wyoming 82414 ("FORWARD CODY"), the City of Cody, having an address at P.O. Box 2200, Cody, Wyoming 82414 and Cody Laboratories, Inc., having an address at 601 Yellowstone Avenue, Cody, Wyoming 82414 ("CODY LABS").

WITNESSETH:

WHEREAS, FORWARD CODY is the owner of the following described real property and, in consultation with CODY LABS, will construct a warehouse building ("THE PREMISES") to meet the purposes proposed by CODY LABS in accordance with the Project Development and Administration Agreement executed contemporaneously herewith ("THE DEVELOPMENT AGREEMENT");

WHEREAS, CODY LABS desires to lease THE PREMISES for use as a facility for the storage of raw materials and other items necessary for the manufacture of the company's pharmaceutical products; and

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

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

## **SECTION ONE: DEFINITIONS**

1.1 As used in this Lease Agreement:

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

- b) "THE BUILDING" shall be used to refer to the building to be constructed by Forward Cody at the Premises pursuant to the terms of that certain Project Development and Administration Agreement dated the date hereof among Forward Cody, Cody Labs and the City of Cody, Wyoming, and generally described in Section 2.1 below;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever (but expressly excluding the FORWARD CODY WORK (as hereinafter defined));
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months commencing on the Commencement Date, and each successive twelve (12) month period thereafter during the Term;
- e) "FORWARD CODY" shall be used to refer to Forward Cody Wyoming, Inc. or its authorized agent of 1131 13<sup>th</sup> Street #106, Cody WY 82414;
- f) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations to THE PREMISES and THE BUILDING; and
- g) "THE PREMISES" shall be used to refer to the property described as Lots 14-17 as described in the North Cody Industrial Park Master Plan, depicted on Exhibit "A," and THE BUILDING described below in Paragraph 2.1.

## **SECTION TWO: SUBJECT AND PURPOSE**

2.1. FORWARD CODY leases to CODY LABS THE PREMISES as described as:

A warehouse facility (with ancillary office space) of adequate size to store six-hundred (600) pallets of raw materials, and other items necessary for the manufacture of Cody Labs' pharmaceutical products in conformance with all federal, state, and local laws and regulations, said building being

approximately ten thousand (10,000) square feet ("THE BUILDING") located in the North Cody Industrial Park.

2.2. THE PREMISES shall be used and occupied only for use as a facility for the storage of raw materials and other items necessary for the manufacture of Cody Labs' pharmaceutical products, office space and other uses ancillary thereto, and for no other purpose without the written consent of FORWARD CODY ("THE PERMITTED USE"). All such substances shall be stored in accordance with all regulatory agency requirements. If THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of the Permitted Use, FORWARD CODY may give CODY LABS written notice requiring CODY LABS to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

### **SECTION THREE: TERM AND RENT**

3.1 FORWARD CODY leases THE PREMISES for a term of twenty-five (25) years ("THE TERM"), commencing upon receipt of a Certificate of Occupancy for THE BUILDING and THE PREMISES from the City of Cody on or about October 1, 2014 and terminating on the twenty-fifth (25<sup>th</sup>) anniversary date of the Commencement Date (as hereinafter defined), at the base monthly rental amount of Nine Thousand Dollars (\$9,000.00), hereinafter referred to as the "BASIC RENT." The parties anticipate that THE BUILDING and THE PREMISES will be available for occupancy and that the first LEASE YEAR shall commence on or about October 1, 2014, and end on or about September 30, 2015. All payments of BASIC RENT are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof, beginning on the date THE PREMISES are available for legal occupancy by CODY LABS as evidenced by the issuance of a Certificate of Occupancy for the Building by the City of Cody

for THE PERMITTED USE ("THE COMMENCEMENT DATE") (which date of occupancy shall also begin the first LEASE YEAR hereunder).

3.2 All payments of rent shall be made by CODY LABS to FORWARD CODY without notice or demand (except as otherwise provided herein), at such place as FORWARD CODY may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by FORWARD CODY in any manner other than herein specified, shall not be a waiver of the rights of FORWARD CODY to insist on having all other payments of rent made in the manner and at the time herein specified.

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

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

3.5 It is the intention of the parties that FORWARD CODY shall receive the rents and all sums payable by CODY LABS under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever.

3.6 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due.

#### **SECTION FOUR: TAXES**

4.1 All real property taxes assessed against THE PREMISES shall be paid by FORWARD CODY and shall be reimbursed to FORWARD CODY by CODY LABS within thirty (30) days following FORWARD CODY's written demand therefore, together with evidence the same have been paid. CODY LABS shall be responsible for the total of all personal property taxes levied against it for any other fixtures or equipment placed by it on THE PREMISES.

#### **SECTION FIVE: UTILITIES**

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

5.2 FORWARD CODY shall not be liable in damages or otherwise for any failure to furnish or for interruption in the supply of any utilities desired by CODY LABS except to the extent the same is due to the negligence or intentional misconduct of FORWARD CODY. In the event CODY LABS shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at CODY LABS's expense, with such installation first being approved by FORWARD CODY (which approval shall not be unreasonably withheld, conditioned or delayed).

5.3 In the event CODY LABS shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services located on THE PREMISES, all design and installation shall be

supervised and approved by FORWARD CODY or FORWARD CODY's agents (which approval shall not be unreasonably withheld, conditioned or delayed). All reasonable costs incurred by FORWARD CODY for the supervision of design and installation shall be reimbursed by CODY LABS to FORWARD CODY upon presentation of any bills, statements or invoices designating such costs.

## **SECTION SIX: INSURANCE**

6.1 FORWARD CODY shall keep THE BUILDING, which is part of THE PREMISES, insured against loss or damage by fire, lightning or the elements (including, without limitation, FORWARD CODY's or its contractors' maintenance of builders risk insurance during construction of THE FORWARD CODY WORK) to the extent of the full replacement value thereof, including all products of RENOVATION ACTIVITIES made by CODY LABS which have become a part of THE BUILDING as set forth herein. CODY LABS shall reimburse to FORWARD CODY the cost of such insurance within thirty (30) days following FORWARD CODY's written demand therefore. FORWARD CODY agrees that the premiums for such insurance shall be reasonably competitive with premiums charged by other insurance carriers in the Cody, Wyoming area.

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

6.3 CODY LABS, at CODY LABS's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the Commencement Date, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or

death occurring to more than one person as the result of one accident and not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for property damage which may occur as a result of CODY LABS's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." CODY LABS further agrees to indemnify and hold FORWARD CODY harmless from all claims for personal injuries, death and property damages which occur as the result of CODY LABS's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by CODY LABS or any contractor selected by or for CODY LABS.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company approved by FORWARD CODY (which approval shall not be unreasonably withheld, conditioned or delayed), and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to FORWARD CODY before the commencement of the Term of THIS AGREEMENT.

6.5 Not less than thirty (30) days prior to the expiration of any insurance policy required of CODY LABS under the terms of THIS AGREEMENT, CODY LABS shall deliver to FORWARD CODY evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without ten (10) days' prior written notice to FORWARD CODY.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name FORWARD CODY as an additional insured.

## **SECTION SEVEN: RENOVATION ACTIVITIES**

7.1 Upon completion of the construction of THE BUILDING pursuant to the terms of THE DEVELOPMENT AGREEMENT and the occurrence of THE COMMENCEMENT DATE, CODY LABS agrees to accept THE PREMISES in their then-current condition without calling upon FORWARD CODY to make any further expenditures or to perform any work for the preparation of THE PREMISES for CODY LABS's intended use.

7.2 CODY LABS shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of FORWARD CODY, which consent shall not be unreasonably withheld, conditioned or delayed. All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of FORWARD CODY and shall remain for the benefit of FORWARD CODY at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable casualty damage, wear, and tear all being excepted; provided, however, if at the time that FORWARD CODY consents to such RENOVATION ACTIVITIES, FORWARD CODY so directs in writing, CODY LABS shall upon the expiration of the TERM promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by CODY LABS in connection with such RENOVATION ACTIVITIES and which are designated in said notice, and repair any damage occasioned by such removal, and, in default thereof, FORWARD CODY may effect said removal and repairs at CODY LABS's expense. In the event FORWARD CODY consents to any such RENOVATION ACTIVITIES as herein provided, CODY LABS shall indemnify and hold FORWARD CODY harmless from all expenses, liens, claims or damages to either persons or

property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event CODY LABS shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by FORWARD CODY or FORWARD CODY's agents, which approval shall not be unreasonably withheld, conditioned or delayed. All reasonable costs incurred by FORWARD CODY for the supervision of design and renovation shall be reimbursed by CODY LABS to FORWARD CODY upon presentation of any bills, statements or invoices designating such costs.

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

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

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

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to CODY LABS's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by CODY LABS, at CODY LABS's sole cost and expense, upon first contacting FORWARD CODY for approval, which approval shall not be unreasonably withheld, conditioned or delayed.

### **SECTION EIGHT: REPAIRS**

8.1 Subject to the terms of Section 8.2 below, CODY LABS shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems, occasioned by the fault or negligence of CODY LABS, CODY LABS's subtenants, or their respective employees, and shall maintain all systems in good condition. CODY LABS shall provide (or shall cause its subtenant to provide) all incidental items it determines are necessary for operation of THE PREMISES.

8.2 CODY LABS shall make any and all NECESSARY REPAIRS to THE PREMISES including but not limited to the heating, air conditioning, electrical, water, sewer, lighting systems, and roofing, etc., which repairs shall be completed by contractors acceptable to both FORWARD CODY and CODY LABS. FORWARD CODY may enter THE PREMISES at any and all reasonable business hours upon no less than 24 hours' notice to CODY LABS to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS are being performed or to make the repairs required of FORWARD CODY; provided, however, that neither FORWARD CODY nor FORWARD CODY's agents, employees or contractors may enter THE PREMISES unless accompanied by a representative of CODY LABS, and FORWARD CODY and FORWARD CODY's agents, employees and contractors shall comply with all reasonable security requirements of CODY LABS.

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

### **SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY**

9.1 CODY LABS shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful or disreputable purpose nor operate THE PREMISES or conduct CODY LABS's business in a manner constituting a nuisance of any kind. CODY LABS shall immediately, upon discovery of any unlawful or disreputable use, take action to halt such activity. The parties agree that the use of THE PREMISES for THE PERMITTED USE shall not be deemed an "unlawful or disreputable purpose" or a "nuisance".

9.2 Should CODY LABS use or store any hazardous material on THE PREMISES, CODY LABS shall be responsible for any reasonable increased insurance costs attributable to the use or storage of any such hazardous material. CODY LABS hereby holds FORWARD CODY harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by CODY LABS. CODY LABS agrees to use and/or store all such hazardous materials on THE PREMISES in accordance with all governmental agencies and the regulations thereof.

9.3 CODY LABS and CODY LABS's subtenants and their respective employees or agents shall refrain from smoking on in THE BUILDING.

### **SECTION TEN: INDEMNITY**

10.1 CODY LABS hereby indemnifies and saves FORWARD CODY harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of CODY LABS in or about THE PREMISES, and shall further indemnify and save FORWARD CODY harmless against and from any and all claims arising from any breach or default on the part of CODY LABS in the performance of any covenants or

agreement on the part of CODY LABS to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of CODY LABS, or any of their respective agents, contractors, servants, employees or licensees, occurring in or about THE PREMISES, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein; and, in case any action or proceeding be brought against FORWARD CODY by reason of any such claim, CODY LABS, upon notice from FORWARD CODY, covenants to resist or defend such action, at its sole expense. Notwithstanding anything to the contrary contained herein (including, without limitation, in this Section 10.1), in no event shall CODY LABS have any obligation to indemnify, defend or hold harmless FORWARD CODY for or against any claims, actions, proceedings, costs, legal fees, expenses and/or liabilities relating to or resulting from the acts or omissions of FORWARD CODY or any of FORWARD CODY's agents, contractors, servants, employees or licensees.

#### **SECTION ELEVEN: DEFAULT OR BREACH**

11.1 In the event of any failure of CODY LABS to pay any rental or other sums when due hereunder, or CODY LABS's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by CODY LABS, and any such failure or default continues uncured for thirty (30) days after written notice of such failure or default shall have been given to CODY LABS and Lannett Company, Inc. (or, if such failure or default is of such a nature that the same cannot be cured within thirty (30) days, then in the event CODY LABS fails to commence curing such failure or default within thirty (30) days after notice of such failure or default shall have been given to CODY LABS and Lannett Company, Inc. and thereafter fails to prosecute such cure to completion) or, if CODY LABS shall suffer THIS AGREEMENT to be taken under any writ of execution (each of the foregoing an "EVENT OF DEFAULT"), then FORWARD CODY,

besides other rights or remedies FORWARD CODY may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of CODY LABS, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. FORWARD CODY shall not be required to remove any property, personal or otherwise, whether such property is FORWARD CODY's or CODY LABS's from THE PREMISES.

11.2 Upon the occurrence of an EVENT OF DEFAULT, if FORWARD CODY, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then FORWARD CODY may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental or rentals and upon such other terms and conditions as FORWARD CODY in FORWARD CODY's sole discretion may deem advisable. Upon such re-letting, all rentals received by FORWARD CODY from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from CODY LABS to FORWARD CODY, including but not limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;
- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to reasonable brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and

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

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

11.3 In addition to any other remedies FORWARD CODY may have at law or equity and/or under THIS AGREEMENT, CODY LABS shall pay upon demand all of FORWARD CODY's legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by FORWARD CODY, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of any covenant under THIS AGREEMENT, or for any other relief

against CODY LABS. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If CODY LABS shall voluntarily file bankruptcy or any similar debtor proceedings, or take or have taken against CODY LABS, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of CODY LABS's property and any such petition is not dismissed within sixty (60) days after the taking thereof, or, if CODY LABS makes an assignment for the benefit of creditors or petitions for or enters into any such arrangement, then and in that event THIS AGREEMENT shall, at the option of FORWARD CODY, be canceled and terminated, and any party claiming on behalf of CODY LABS shall not have any rights whatsoever under THIS AGREEMENT.

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

such default continues, terminate THIS AGREEMENT on account of such default.

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

## **SECTION TWELVE: DESTRUCTION OF THE PREMISES**

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at CODY LABS's option, shall terminate, and any prepaid, unearned rental shall be refunded to CODY LABS. If during the first twenty (20) days after such damage or destruction CODY LABS agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and FORWARD CODY shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, and the rental shall abate for such length of time during the period of replacement that CODY LABS is deprived of the full occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, FORWARD CODY shall, at FORWARD CODY's option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and CODY LABS shall only pay a pro-rata portion of the rent to FORWARD CODY based upon the portion of THE PREMISES that is fit for occupancy during the time of repair. If THE

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

12.2 Except as provided in this Section 12, FORWARD CODY shall not be responsible for any claim, cause of action, damage, cost or expenses in the event CODY LABS's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

### **SECTION THIRTEEN: CONDEMNATION**

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

13.2 If only a portion of THE PREMISES shall be taken or condemned, THIS AGREEMENT and the term hereof may be terminated, by CODY LABS if the remaining portion of THE PREMISES is no longer useable for its intended purpose. In the event CODY LABS determines that it can utilize the remaining portion of THE PREMISES, the rent payable after the date on which CODY LABS shall be required to surrender possession of such condemned portion of THE PREMISES shall be reduced in proportion to the square footage condemned as the same relates to the entire square footage thereof.

13.3 In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall be awarded to the parties in accordance with the values of the parties' respective interests in THE PREMISES. For these purposes, the value of FORWARD CODY'S interest

in THE PREMISES as of the date of the condemnation shall include the then value of its interest as "landlord" under this Lease, together with the value of its reversionary interest in THE PREMISES upon expiration of the TERM. In turn, the value of CODY LABS's interest in THE PREMISES as of the date of such condemnation shall include the value of its interest in THE PREMISES for the remainder of the TERM, based on the assumption that CODY LABS would exercise each and all of its remaining renewal options under this Lease, and including the value of any credits to which CODY LABS would be entitled pursuant to the terms of Section 24 below, along with any award as may be made to compensate CODY LABS for relocation expenses. In consideration of the foregoing, and to preserve and recognize its interests under this Lease with respect to the Renewal Options, the value of CODY LABS's interest for the remainder of the TERM of the Lease will be determined as if it had exercised each and all of its renewal options under this Lease, regardless of whether any such renewal would or could be effective, in practical terms, following that condemnation. FORWARD CODY shall not settle, waive or agree to any award of compensation in connection with any such taking or condemnation except with the prior written consent of CODY LABS.

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

#### **SECTION FOURTEEN: SUBORDINATION**

14.1 Provided that FORWARD CODY first receives an NDA (as hereinafter defined) from the holder of each Mortgage, THIS AGREEMENT

and all rights of CODY LABS hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES—including, specifically, the mortgage of the lender which Forward Cody may obtain to finance any portion of the Premises' construction as well as the mortgage of the City of Cody to ensure performance of the Grant terms, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. CODY LABS shall on demand execute, acknowledge and deliver to FORWARD CODY, without expense to FORWARD CODY, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if CODY LABS shall fail at any time to execute, acknowledge and deliver any such subordination instrument, FORWARD CODY, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as CODY LABS's attorney-in-fact and in CODY LABS's name. CODY LABS hereby irrevocably makes, constitutes and appoints FORWARD CODY, FORWARD CODY's successors and assigns, as CODY LABS's attorney-in-fact for that purpose. FORWARD CODY shall obtain from all future holders of any Mortgage encumbering THE PREMISES, a non-disturbance and attornment agreement ("NDA") with CODY LABS in form and substance satisfactory to such holder and CODY LABS.

#### **SECTION FIFTEEN: FORWARD CODY'S RIGHT TO PERFORM**

15.1 If at any time an EVENT OF DEFAULT has occurred and is continuing, FORWARD CODY may cure such EVENT OF DEFAULT on behalf of CODY LABS, in which event CODY LABS shall reimburse FORWARD CODY for all sums paid to effect such cure, together with interest at the rate of ten percent (10%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement,

FORWARD CODY shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

### **SECTION SIXTEEN: FORWARD CODY'S RIGHT OF ACCESS**

16.1 Subject to the terms of this Section 16, CODY LABS shall permit FORWARD CODY or FORWARD CODY's agents to inspect or examine THE PREMISES at any reasonable time upon not less than twenty-four (24) hours' prior written notice and shall permit FORWARD CODY to make such NECESSARY REPAIRS to THE PREMISES that FORWARD CODY is required to make hereunder or which CODY LABS has covenanted herein to do and has failed to do beyond any applicable notice and cure periods, without the same being construed as an eviction of CODY LABS in whole or in part, and the rent shall in no manner abate while such NECESSARY REPAIRS are being made by reason of loss or interruption of CODY LABS's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, FORWARD CODY shall give CODY LABS ten (10) days' notice of any such NECESSARY REPAIRS required to comply with the terms and conditions of THIS AGREEMENT. Any exercise by FORWARD CODY of its rights to access or enter THE PREMISES shall at all times be subject to the reasonable security requirements of CODY LABS. The representatives of FORWARD CODY entering THE PREMISES shall, at all times while upon THE PREMISES, be accompanied by a representative of CODY LABS (subject to the terms of Section 16.2 below). Notwithstanding anything to the contrary contained herein, in no event shall FORWARD CODY or FORWARD CODY's representatives, employees, agents, contractors or licensees that enter onto or into THE PREMISES materially interfere with CODY LABS's business or CODY LABS's use and enjoyment of THE PREMISES.

16.2 If CODY LABS shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary FORWARD CODY or FORWARD CODY's agents may forcibly enter THE PREMISES only after contacting CODY LABS's designee, without rendering FORWARD CODY or such agents liable therefore, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

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

### **SECTION SEVENTEEN: CODY LABS'S RIGHT OF ACCESS; QUIET ENJOYMENT**

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

17.2 FORWARD CODY covenants and warrants that FORWARD CODY is the true and lawful owner of THE PREMISES and has good right and full power to let and lease the same. FORWARD CODY agrees that CODY LABS shall quietly and peaceably hold, possess and enjoy THE PREMISES for the full term of THIS AGREEMENT without any hindrance or molestation from FORWARD CODY or any person, and FORWARD CODY will defend the title to THE PREMISES and the use and occupancy of the same by CODY LABS against the claims of all persons whomsoever.

### **SECTION EIGHTEEN: RESERVED**

## **SECTION NINETEEN: ASSIGNMENT AND SUBLEASING**

19.1 CODY LABS shall not mortgage or encumber THIS AGREEMENT or assign, sublet, license or permit THE PREMISES or any part thereof to be used by any party, whether voluntary or by operation of law, without the prior written consent of FORWARD CODY in each instance; provided, however, that CODY LABS may assign, sublet, license and/or permit THE PREMISES or any part thereof to be used by Lannett Company, Inc., its subsidiaries, or any entity controlling, controlled by or under common control with any of the foregoing entities, without the need to obtain the prior written consent of FORWARD CODY in connection therewith. Any such assignment, subletting, licensing or permitting of the use of the PREMISES as described above, however, shall remain subject to the terms of THIS AGREEMENT; each such assignee, subtenant, licensee or permittee shall execute a Consent to be Bound by the terms hereof; and FORWARD CODY shall be entitled to review a copy of any agreement CODY LABS and such assignee, subtenant, licensee or permittee. The sale or transfer of control in CODY LABS (other than any sale or transfer to or among affiliates of Lannett Company, Inc.) shall be deemed an assignment of THIS AGREEMENT. Any consent by FORWARD CODY to an assignment or subletting shall not in any manner be construed to relieve CODY LABS, any assignee, or sublessee from obtaining the consent in writing of FORWARD CODY to any further assignment or subleasing.

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

## **SECTION TWENTY: NOTICE**

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing and addressed as follows:

To Cody Labs:  
c/o Lannett Company, Inc.  
Arthur Bedrosian  
9000 State Road  
Philadelphia, PA 19136

With a required copy to:  
Cody Laboratories, Inc.  
Bernhard Opitz  
601 Yellowstone Avenue  
Cody, WY 82414

To Forward Cody:  
Forward Cody Wyoming, Inc.  
Attn: James Klessens  
1131 13th Street, #106  
Cody, WY 82414

With a required copy to:  
M. Cole Bormuth  
Bormuth Law, LLC  
P.O. Box 550  
Cody, WY 82414

Each notice shall be sent by either (i) registered or certified mail, postage prepaid and return receipt requested or (ii) by nationally recognized overnight courier (such as Federal Express or UPS), to the party to be notified at the address set forth above or at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given (a) three (3) days after deposit in the United States Mail if sent by registered or certified mail, postage prepaid and return receipt requested, or (b) one (1) business day after deposited with the courier, if sent by nationally recognized overnight courier. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

## **SECTION TWENTY-ONE: SURRENDER OF POSSESSION**

21.1 CODY LABS shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to CODY LABS herein, peaceably and quietly surrender and deliver THE PREMISES to FORWARD CODY, including all buildings, additions, fixtures, and affixed improvements constructed or placed thereon by CODY LABS (but expressly excluding all equipment, furnishings, trade fixtures (whether or not affixed to THE PREMISES) and personal property of CODY LABS, which shall remain, respectively, the property of CODY LABS, all in good condition and repair, reasonable wear and tear excepted.

## **SECTION TWENTY-TWO: SIGNS**

22.1 CODY LABS shall not, without FORWARD CODY's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, place or erect any signs of any nature on any exterior portion of THE PREMISES or THE BUILDING. In the event FORWARD CODY shall consent to any such signs or alterations of existing signs, all such signs or alterations thereof shall be subject to FORWARD CODY's absolute right of approval, which approval shall not be unreasonably withheld, conditioned or delayed.

## **SECTION TWENTY-THREE: RESERVED**

## **SECTION TWENTY-FOUR: OPTION TO PURCHASE**

24.1 Following the City of Cody's release of the public interest in THE PREMISES, if such release is granted, and the release of the mortgage referenced in the DEVELOPMENT AGREEMENT, CODY LABS shall thereafter have an OPTION to purchase THE PREMISES (the "OPTION") during a period which shall commence upon the fifth (5<sup>th</sup>) anniversary of CODY LABS's

occupancy of THE PREMISES and shall continue until such time as CODY LABS purchases THE PREMISES (the "OPTION PERIOD").

24.2 The OPTION may only be exercised by CODY LABS by delivering written notice of such exercise to FORWARD CODY in the manner prescribed by Section 20 above, such that such notice is deemed to have been delivered on or before the date of expiration of THIS AGREEMENT.

24.3 During the OPTION PERIOD, **FORWARD CODY shall not sell or transfer THE PREMISES to any other person or party (other than to Cody Labs or its affiliates), and Cody Labs shall have the exclusive OPTION and right to purchase THE PREMISES.**

24.4 For purposes of ensuring recapture of the investment by the State of Wyoming and in consideration of the performance by CODY LABS in bringing economic benefits to the community, the purchase price will be calculated as the greater of either (i) the value of an appraisal at the time of the sale of THE PREMISES to CODY LABS, or (ii) the total construction cost for THE PREMISES. This purchase price shall be reduced by all of the BASIC RENT paid by CODY LABS to FORWARD CODY from CODY LABS's date of occupancy through the closing date under the Purchase Agreement. This purchase price shall be reduced by the aggregate of (A) all of the BASIC RENT paid by CODY LABS to FORWARD CODY from CODY LABS' date of occupancy through the closing date under the Purchase Agreement, and (B) the amount of Five Hundred Sixty-Four Thousand, Five Hundred Thirty-Six Dollars (\$564,536.00), which is the amount of the "Cody Labs Contribution" under the DEVELOPMENT AGREEMENT.

24.5 If CODY LABS exercises this OPTION, then FORWARD CODY agrees to execute a Purchase Contract setting forth the time frame within which FORWARD CODY shall deliver a general Warranty Deed conveying merchantable title in THE PREMISES to CODY LABS or any party designated by CODY LABS to take title (the "Purchasing Party")—said time frame not to exceed ninety (90) days—subject only to general taxes for the year of

closing; local improvement districts; building and zoning regulations; county and state subdivision and zoning laws; and easements, restrictive covenants, and other reservations that are of record against THE PREMISES as of the date hereof (the "Permitted Encumbrances"). Within ten (10) days following CODY LABS's exercise of this OPTION, FORWARD CODY shall request—at CODY LABS's sole expense—a current commitment for an Owner's title insurance policy in an amount equal to the purchase price set forth above, showing merchantable title to THE PREMISES in FORWARD CODY subject only to the Permitted Encumbrances, and to obtain an appraisal as required by Articles 23 and 24.

24.6 The Purchase Contract referenced above shall reflect that the Purchasing Party shall pay the following closing costs in cash no later than at closing:

- (a) Recording fees for the Warranty Deed;
- (b) One-half (½) of the closing agent's fee;
- (c) Any attorney fees incurred by CODY LABS;
- (d) The cost associated with any title insurance to be requested by the Purchasing Party; and
- (e) The cost of the appraisal and advertising the public hearing required by W.S. §15-1-112(b)—

and that FORWARD CODY shall pay the following closing costs in cash no later than at closing:

- (a) Recording fees for the release of any lien, judgment or other encumbrance affecting THE PREMISES;
- (b) One-half (½) of the closing agent's fee; and
- (c) Any attorney fees incurred by FORWARD CODY.

FORWARD CODY shall deliver possession of THE PREMISES to the Purchasing Party at closing.

## **SECTION TWENTY-FIVE: MISCELLANEOUS PROVISIONS**

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

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

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

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

25.5 CODY LABS acknowledges that FORWARD CODY and FORWARD CODY's agents have made no representations or promises with respect to THE PREMISES, except those found in the Final Plans (as defined in THE DEVELOPMENT AGREEMENT), as well as the as-built versions thereof. All other negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and CODY LABS acknowledges that FORWARD CODY, FORWARD CODY's agents and

representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

25.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

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

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

## **SECTION TWENTY-SIX: AUTHORITY OF SIGNATORIES**

26.1 Each party to THIS AGREEMENT represents and warrants that the person signing THIS AGREEMENT on behalf of such party is signing with full and complete authority granted by the corporation or entity which is represented herein. Each party represents and warrants that THIS AGREEMENT is binding upon such party in accordance with the terms and conditions of THIS AGREEMENT.

(This space is intentionally left blank and the parties' signatures appear on the following page.)

**SECTION TWENTY-SEVEN: TIME OF THE ESSENCE**

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

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

**FORWARD CODY: FORWARD CODY WYOMING, INC.**

By: \_\_\_\_\_  
JAMES KLESSENS, CEO/President

**CODY LABS: CODY LABORATORIES, INC.**

By: \_\_\_\_\_  
Arthur Bedrosian  
President and CEO

**Acknowledged by the City of Cody**

By: \_\_\_\_\_  
Nancy Tia Brown, Mayor

EXHIBIT A

THE PREMISES

## PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT

**THIS AGREEMENT** (this “Agreement”) is made and entered into by and between the City of Cody, a political subdivision of the State of Wyoming (“**City of Cody**”), **Forward Cody Wyoming, Inc.**, a Wyoming non-profit corporation (“**Forward Cody**”), and Cody Laboratories, Inc., a Wyoming corporation (“**Cody Labs**”).

### RECITALS

(A) The **City of Cody** will apply for a Wyoming Business Ready Communities—Business Committed Grant from the Wyoming Business Council (“WBC”) in the amount of Two Million Five Hundred Thirty-One Thousand Four Hundred Twenty-Four Dollars (\$2,531,424.00) (the “**Grant**”) and will distribute the money from that Grant to **Forward Cody**, pursuant to the terms of that Grant according to state law, to allow **Forward Cody** to acquire appropriate real property, provide infrastructure improvements, and construct a building on property in Cody, Park County, Wyoming (the “**Property**”).

(B) Cody Laboratories, Inc. (“**Cody Labs**”) is the business committed with respect to the above-described grant; and,

(C) The **City of Cody** and **Forward Cody** are aware that the construction and operation of the **Cody Labs** facility would promote the sound economic growth of the Park County, Wyoming area through, among other things, the creation of new jobs, improvement of the tax base, and creation of other resources in the Park County, Wyoming area, all of which constitute a public purpose, and,

(D) The program under which the grant is given authorizes project administration by a community development organization other than the **Grant** applicant pursuant to a written agreement between the applicant and the community development organization; and

(E) **Forward Cody** is a community development organization; and

(F) The complex nature of the project will require significant expenditure of time and resources for project administration; and

(G) **Forward Cody** has significant expertise and knowledge of the project to properly perform the project administration; and,

(H) It is of a definable benefit to the **City of Cody**, in the savings of City resources, and reasonably necessary to **City of Cody**, based upon the expertise of **Forward Cody**, that **Forward Cody** administer the project.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## **1. PROJECT DESCRIPTION:**

The project involves the construction of a building of adequate size to store six-hundred (600) pallets of raw materials and other items necessary for the manufacture of the pharmaceutical products of **Cody Labs** in conformance with all federal, state, and local laws and regulations and the construction of ancillary office space, said building is to be approximately ten thousand (10,000) square feet (the "**Project**"). The design and development of the **Project** and the construction thereof will be funded by the Grant. The terms and requirements of the **Grant** agreement are, by this reference, incorporated herein.

## **2. OBLIGATIONS OF FORWARD CODY:**

2.A. **Forward Cody**, at its sole cost and expense, shall be responsible for all phases of grant management and administration of the **Project**, including, without limitation, construction of the **Project**. In this capacity, **Forward Cody** shall, among other things necessary to manage and construct the **Project**:

2.A (i). Coordinating a local investment of Four Hundred Thousand Dollars (\$400,000.00) and acquiring real property sufficient for the development of the Project in the North Cody Industrial Park.

2.A (ii) With the prior written agreement of the **City of Cody**, choose a qualified architectural and engineering firm (the "**Architect**") to develop plans and specifications for the construction of the Project in accordance with Section 2.F. below. **Forward Cody** shall also obtain all necessary zoning, subdivision, land development and building permits and approvals necessary to develop the **Project** (collectively, the "Development Approvals"). The Architect shall be retained pursuant to a written agreement with **Forward Cody**, which written agreement shall be subject to the prior written consent of the **City of Cody**.

2.A (iii). Contract with a party chosen with the prior written agreement of the **City of Cody** to provide the necessary infrastructural improvements and construction of the **Project** in accordance with the Final Plans (as hereinafter defined) and the Final Budget (as hereinafter defined). Any contract for the construction of the Project shall be subject to the prior written consent of **Cody Labs** and shall provide that the contractor(s) shall provide payment and performance bonds acceptable to **Cody Labs** and the **City of Cody**. **Forward Cody** shall achieve Substantial Completion of

the **Project** (as hereinafter defined) on or about eighteen (18) months from the date on which the State of Wyoming and the City of Cody execute the **Grant** agreement (the “Completion Date”). The **Project** shall be deemed to be substantially completed (“Substantially Completed” or “Substantial Completion”) on the day when all of the following have occurred: (a) the **Project** has been completed in accordance with the Final Plans and all applicable laws, rules and regulations, except for minor “punchlist” items, the completion or repair of which will not interfere with **Cody Labs’s** use and occupancy of the **Project** under and in accordance with the Lease Agreement (as hereinafter defined) for Nine Thousand Dollars (\$9,000.00) per month; (b) the **Project** is available for **Cody Labs** to utilize for its intended purpose without material interference with **Cody Labs’s** business activities by reason of completion of **Forward Cody’s** work, including (without limitation), by reason of completion of “punch list” items; (c) **Forward Cody** shall have obtained and delivered to **Cody Labs** a copy of a final certificate of occupancy relating to the **Project** issued by the **City of Cody**, which certificate of occupancy shall be of the type customarily issued by the municipality in which the **Project** is located and which is adequate to permit **Cody Labs** to legally occupy the Project for its intended purposes (the “Certificate of Occupancy”); and (d) **Forward Cody** and **Cody Labs** shall have completed a joint inspection of the **Project** and have (i) confirmed in writing that the **Project** has been completed in accordance with the Final Plans, except for minor “punchlist” items, and (ii) compiled a written list of minor “punchlist” items that do not interfere with **Cody Labs’s** business activities (the “Punchlist Items”). **Forward Cody** shall complete all Punchlist Items no later than sixty (60) days after the date of Substantial Completion.

- 2.A (iv). Account for and oversee the expenditure of **Grant** funds in accordance with the terms of the **Grant** and State law. As part of this obligation, **Forward Cody** shall comply with any and all advertising and bidding requirements for all phases of the **Project**, and shall not hire, contract with, bind itself or otherwise commit grant money for construction or development of the Project until it has consulted with **City of Cody** staff to ensure compliance with state advertising and bidding requirements.
- 2.A (v). Keep appropriate and complete records of transactions relative to the **Grant**.
- 2.A (vi). Convey to the **City of Cody** a mortgage for the **Grant** term which ensures performance of the terms of the **Grant**, and upon expiration of the **Grant** term, **Forward Cody** shall seek the release of the mortgage by the **City of Cody** pursuant to which the mortgage shall be released upon expiration of the **Grant** term subject to the conditions described in

Section 3.A(vi) and W.S. §15-1-112(b). Said mortgage, however, shall be subordinated to the lien of a lender which **Forward Cody** may obtain to finance any portion of the **Project**; such that the priority of interests in the Property shall reflect a first interest in the above-referenced lender, a second interest in the City of Cody to ensure performance of the Grant terms, a third interest in Cody Labs as the lessee of the Property, and a fourth, fee simple interest in Forward Cody.

2.A (vii). Keep the **City of Cody** and **Cody Labs** informed of all matters regarding the **Project** and give regular reports to the **City of Cody** and **Cody Labs** about the Project. Such reports shall be given as often as the **City of Cody** and **Cody Labs** request and, at the option of the **City of Cody** and **Cody Labs**, may be verbal or written.

2.A (viii). Complete all reporting requirements for the **Grant** including but not limited to publishing notices, submitting reports and the prompt submission of grant-eligible expenditures for reimbursement to the **City of Cody**.

2.A(ix). Enter into a twenty-five (25) year Lease Agreement with **Cody Labs** in a form substantially as set forth on Exhibit “A” hereto, for the continued operation and maintenance of these assets, said lease to charge a basic rental amount of Nine Thousand Dollars (\$9,000.00) per month, and to provide that **Cody Labs** has the option to purchase these assets in accordance with the terms of said lease (the “**Lease Agreement**”). Lease Agreement payments will be utilized to cover any ownership costs of the facility which are not otherwise paid by **Cody Labs**. Any additional monies shall be used in accordance with the Revenue Recapture Plan attached herein as Exhibit “B”.

2.A(x). Upon completion of the **Grant**, participate in the public hearing and provide evidence and testimony regarding satisfaction of the **Grant** terms and the economic benefits and economic development impacts provided to the community by **Cody Labs**.

2.B. With respect to the construction costs for the Project, **Forward Cody** shall make reimbursement requests, together with necessary supporting documents no less frequently than monthly or as dictated by construction progress and/or WBC grant guidelines in such form as may be required by the **City of Cody** and/or the WBC. **Forward Cody** shall make such other reports in such forms and at such times as may be reasonably required by the **City of Cody** or the WBC.

2.C. In performance of its obligations under this Agreement, **Forward Cody** shall conform its conduct to the statutory obligations of the **City of Cody** and the grant requirements undertaken by the **City of Cody**.

2.D. The **City of Cody** may terminate this agreement for reasonable cause or for any breach of this agreement by **Forward Cody** or **Cody Labs** that continue beyond any applicable notice and cure periods as provided in Section 5 below. **Forward Cody's** services shall be deemed to start after all parties have signed this agreement. If **Forward Cody** breaches this agreement or is for some reason unable to serve as the community development organization, the **City of Cody** shall either designate another community development organization or shall assume administration of this agreement directly.

2.E. **Forward Cody** may not terminate this agreement before the successful completion of this Agreement. Following such completion, **Forward Cody** may terminate this agreement at any time upon giving the **City of Cody** sixty (60) days prior notice.

2.F. Following execution of this Agreement and award of the Grant, **Forward Cody** shall cause the Architect to prepare preliminary plans and specifications for the construction of the Project (the "Preliminary Plans") in accordance with the specifications and criteria set forth on Exhibit "C" attached hereto (the "General Specifications"), together with a budget showing that the Project will be completed in accordance with such Preliminary Plans at a cost not to exceed the total amount of the Grant plus the Cody Labs Contribution (as hereinafter defined) (the "Budget"). Upon completion of Preliminary Plans and the Budget, **Forward Cody** and **Cody Labs** shall agree upon the same within thirty (30) days from delivery thereof by **Forward Cody** to **Cody Labs**. If **Forward Cody** and **Cody Labs** are unable to agree on the same within such thirty (30) day period, then **Cody Labs** may terminate this Agreement. **Cody Labs** shall pay any fees owed to the Architect for the work done in preparing the preliminary plans and specifications and any attorney's fees incurred by **Forward Cody** for work done in preparing this Project Development Agreement and the Lease Agreement, and the parties shall have no further rights or obligations hereunder except for those that survive the termination of this Agreement. Once **Cody Labs** has approved the preliminary construction drawings and specifications (the "**Final Plans**") and the budget (the "**Final Budget**") for the Project, **Forward Cody** shall be responsible for constructing the Project in accordance with the Final Plans and the Final Budget.

### **3. OBLIGATIONS OF THE CITY OF CODY:**

3.A. The **City of Cody** shall:

3.A(i). Apply for the Grant on or before December 1, 2011 (which the parties acknowledge to already have been done);

- 3.A(ii). Notify WBC that **Forward Cody** is the designated community development organization with respect to the administration of the Grant.
- 3.A(iii). Forward any and all documentation received from WBC or others regarding this project to **Forward Cody** in a timely manner.
- 3.A(iv). Receive, review and submit in a timely fashion grant reports and requests for grant reimbursements submitted to the **City of Cody** by **Forward Cody**. **Forward Cody** recognizes that the submittal and payment process may take up to sixty (60) days, and will include a statement in all contracts with each architect, engineer, contractor and others who will be paid by grant funds (collectively “payees”) that informs the payees that payment for invoices may be delayed by at least sixty (60) days.
- 3.A(v). Forward all grant reimbursements from WBC to **Forward Cody** in a timely fashion for all appropriate expenses paid by **Forward Cody**.
- 3.A(vi). Upon completion of the five (5) year term of the **Grant**, **Forward Cody** shall apply for the release of the **City of Cody’s** mortgage interest, and the **City of Cody** and **Forward Cody** shall hold the public hearing required pursuant to W.S §15-1-112 for release of the **City of Cody’s** mortgage interest in the **Property** to **Forward Cody** with the termination of the public interest therein via release of the mortgage securing the **Grant**.

Notice of the public hearing shall include the appraised value of the **Property** (said appraisal and the publication cost for said hearing to be paid by **Cody Labs**) and notice of the proposed mortgage release, and shall be published in the Cody Enterprise at least once each week for three (3) consecutive weeks. The public hearing shall provide a forum in which the **City of Cody** may determine that the sale of the **Property** will benefit the economic development of the Cody community.

Following any determination of such economic development benefit during such hearing and the release of the mortgage securing the **Grant**, **Forward Cody** shall be the sole title-holder of the **Property**.

#### **4. OBLIGATIONS OF CODY LABS:**

4.A. **Cody Labs** shall:

- 4.A(i). Pursue timely and efficient communications with **Forward Cody** regarding the planning, design and implementation of the **Project**.
- 4.A(ii). **Cody Labs** shall create within three (3) years after June 30, 2016 no less than 45 full time positions at an average of the sustainable family wage

rate of \$14.37 per hour. It is acknowledged and agreed by the **City of Cody** and **Forward Cody** that since June 30, 2011, **Cody Labs** has created thirty-four (34) full time positions at an average of the sustainable family wage rate of \$14.37 per hour, and thus within three (3) years after June 30, 2016 **Cody Labs** must only create an additional eleven (11) such full time positions.

- 4.A(iii). After the date of June 30, 2011, make an additional capital investment in **Cody Labs's** existing facilities (including, without limitation, the existing facilities located at 601 Yellowstone Avenue, Cody, Wyoming) in the amount of Five Million One Hundred Seventy Thousand Dollars (\$5,170,000.00) pursuant to the **Grant** application, and provide evidence of such investment to the **City of Cody** or **Forward Cody** upon expiration of the **Grant** term. **Forward Cody** and the **City of Cody** acknowledge and agree that as of the date hereof **Cody Labs** has made an additional capital investment of Nine Million Eight Hundred Thousand Dollars (\$9,800,000.00) in its existing facilities, and must only make a further investment of Five Hundred Sixty-Four Thousand Five Hundred Thirty-Six Dollars (\$564,536.00).
- 4.A(iv). Provide a cash injection of Five Hundred Sixty-Four Thousand, Five Hundred Thirty-Six Dollars (\$564,536.00) as budgeted for the Project (the "Cody Labs Contribution"). **Cody Labs** will further be responsible for any cost associated with the **Project** changes that are completed at the written request of **Cody Labs** (a "**Change**") and which exceed the amount of the Grant. No Change shall be performed, and no cost associated with the **Project** in excess of the Grant (collectively, "**Excess Costs**") shall be incurred or allowed, without the prior written authorization, in each instance, of Lannett Company, Inc. ("**Lannett**"), the sole shareholder of **Cody Labs**, executed by Arthur Bedrosian, Chief Executive Officer of **Lannett**, or other duly authorized officer of **Lannett**. Notwithstanding anything to the contrary contained herein, only **Lannett**, shall have the authority to authorize any Change and/or the incurring of Excess Costs on behalf of the **Cody Labs**. Any Change and/or Excess Costs that are not authorized, in writing, by a duly authorized officer of **Lannett** on behalf of the **Cody Labs** shall be *void ab initio* and of no force or effect. **Forward Cody** shall not be entitled to any compensation on account of any Change and/or any Excess Costs that are not authorized in writing by a duly authorized officer of **Lannett** on behalf of **Cody Labs**, even if the work relating to such Change and/or such Excess Costs is performed by **Forward Cody**.
- 4.A(v). Enter into a Lease Agreement with **Forward Cody** in a form substantially as set forth on Exhibit "A" hereto.

- 4.A(vi). Provide in a timely fashion, all necessary job and wage information to **Forward Cody**, required for the submission of reports to the Wyoming Business Council. **Project** reporting will be required during the term of the Lease Agreement.

## 5. BREACH AND REMEDIES:

Any party believing that another is in breach of the provisions of this Agreement shall notify the defaulting party in writing of the breach, including within such notice the facts of the conduct constituting the breach and the steps necessary to cure the breach. The parties agree to meet within five (5) working days of such notice to discuss and resolve the breach. If, within fifteen (15) days after the notice of breach, the breach has not been cured, or, if the breach cannot reasonably be cured within such time, if steps have not been undertaken to reasonably cure the breach, then the non-defaulting parties may take steps reasonably necessary to enforce their rights under this Agreement. Any controversy or claim arising out of or related to this Agreement, or the breach thereof, upon mutual agreement of the parties, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This Agreement will be construed under the laws of the State of Wyoming and the appropriate venue and jurisdiction for any injunctive relief or the filing of any arbitration determination or any cause of action shall lie in the District Court, Fifth Judicial District in Park County, Wyoming. Any arbitration shall be conducted in Cody, Wyoming.

## 6. REPRESENTATIVES/NOTICES

The **City of Cody** designates Nancy Tia Brown as their **“Representative,” Lannett Company, Inc.** designates Arthur Bedrosian as its **“Representative,” Cody Laboratories, Inc.** designates Bernhard Opitz as its **“Representative,”** and **Forward Cody** designates James Klessens as its **“Representative.”** All notices and invoices required in this Agreement shall be in writing, properly addressed to the Representative as follows:

To **City of Cody**  
Mayor Nancy Tia Brown City of Cody  
P.O. Box 2200  
Cody, WY 82414

With a required copy to:  
Scott E. Kolpitcke, City Attorney  
P.O. Box 839  
Powell, WY 82435

To **City of Cody**  
Jennifer Rosencranse, City Administrator  
P.O. Box 2200  
Cody, WY 82414

To **Lannett Company, Inc.**

Arthur Bedrosian  
13200 Townsend Road  
Philadelphia, PA 19154

**Cody Laboratories, Inc.**

Bernhard Opitz/Arthur Bedrosian  
601 Yellowstone Avenue  
Cody, WY 82414

To **Forward Cody:**

Forward Cody Wyoming, Inc.  
Attn: James Klessens  
1131 13th Street, #106  
Cody, WY 82414

With a required copy to:

M. Cole Bormuth, Forward Cody Attorney  
Bormuth Law, LC  
P.O. Box 550  
Cody, WY 82414

Any notice to be given herein shall be deemed given three days after the same is placed in the U.S. Mail, certified, return receipt requested, to the last known address of the addressee, or on the date such notice is actually delivered, if delivered by any means other than by certified mail.

When dealing with each other in the performance of this Agreement, the parties may assume without verification that the designated Representative is acting with authority with respect to all dealings between the parties. Conversely, only the designated Representatives have authority to represent and bind the parties relative to all matters regarding the performance of this Agreement, except that the parties understand that the Mayor and the City Administrator of the City of Cody do not have authority to sign without an affirmative vote of the City's Governing Body.

**7. REPRESENTATIONS AND WARRANTIES OF CODY LABS. Cody Labs represents and warrants that:**

- 7.A. Corporate Status. Cody Labs is a corporation duly organized, validly existing, and in good standing under the laws of Wyoming.**
- 7.B. Corporate Power. Cody Labs has full power and authority to enter into and perform this Agreement. The execution and delivery of this Agreement and the performance and observance of its terms, conditions, and obligations, have been duly authorized by all necessary company action by Cody Labs. This Agreement is a valid and binding obligation of Cody Labs, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting enforcement of creditors' rights generally and by general principles of equity (whether applied in a proceeding at law or in equity).**
- 7.C. Nonbreach of Other Agreements. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not, conflict with the articles of incorporation, bylaws, or other organizational or governing documents of Cody Labs, or any mortgage or lien to which Cody**

**Labs** is a party or is subject or by which **Cody Labs** or its properties are bound or affected, or in any material respect of any lease, agreement, instrument, order, judgment, decree, law, rule, regulation, or any other restriction of any kind or character to which **Cody Labs** is a party or is subject or by which **Cody Labs** or its properties are bound or affected. No consent, approval, authorization, or order of, and no notice to or filing with, any court or governmental authority or third party is required in connection with the execution, delivery, or performance by **Cody Labs** of this Agreement or to consummate any transactions contemplated hereby or thereby, except as specifically provided in this Agreement.

- 7.D. **No Pending Lawsuits.** There are no actions, suits, or proceedings against **Cody Labs** pending or, to the knowledge of **Cody Labs** threatened before any court or by or before any governmental instrumentality, which could have a material adverse affect on the ability of **Cody Labs** to perform its obligations under this Agreement.
- 7.E. **No Default in Court Orders or Similar Agreements.** There exists no default by **Cody Labs** with respect to any order, writ, injunction, decree, or demand of any court or governmental instrumentality against it, and **Cody Labs** is not in default of any agreements similar to the Agreement set forth herein with any other state, city, governmental agency, or any other party.
- 7.F. **Signatory Authority.** Each person signing this Agreement on behalf of **Cody Labs** has the full authority to sign on behalf of and bind **Cody Labs** to this Agreement.

## 8. REPRESENTATIONS AND WARRANTIES RELATING TO THE LAND.

**Forward Cody** represents and warrants that:

- 8.A. **Intentionally omitted.**
- 8.B. **Intentionally omitted.**
- 8.C. **Other Interests.** No party hereto has any contract with any third party holding any option to purchase, right of first refusal or right to purchase the Land or any portion thereof, except for the option of **Cody Labs** to purchase the Land and the improvements thereon as provided in the Lease Agreement.
- 8.D. **No Leases or Contracts.** Other than the Lease Agreement to **Cody Labs**, there are no leases or other agreements (whether oral or written), other than those disclosed in writing to and approved by **City of Cody**, affecting or relating to the right of any party with respect to the possession of the Land or any portion thereof which are obligations which will affect the Land or any portion thereof. There are no maintenance, service, operation, development or other contracts or agreements

(whether oral or written) affecting or relating to the Land which are obligations which will affect the Land or any portion thereof.

- 8.E. **Existing Land Use Restrictions and Permits.** To the best of **Forward Cody's** knowledge, the Land is currently zoned to permit the operation of a storage facility such as that contemplated for operation on the Project premises.

## **9. NECESSARY ACTS AND FURTHER ASSURANCES.**

The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

## **10. BENEFICIARIES:**

This Agreement is negotiated for the exclusive benefit of the parties hereto. There are no intended beneficiaries of this Agreement.

## **11. NO WAIVER OF IMMUNITIES:**

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be read to constitute or to require a waiver of any rights, defenses, limitations or privileges of the **City of Cody** under the doctrines of sovereign or governmental immunity nor shall it in any way be deemed a waiver of any of the requirements or immunity provided by the Wyoming Governmental Claims Act.

## **12. AVAILABILITY OF FUNDS:**

The obligations of the parties are conditioned upon the availability of funds appropriated or allocated for use for the Project under this Agreement from the WBC. If funds are not allocated and available as needed for the parties to perform this Agreement, then this Agreement shall terminate and shall be of no further force or effect. Each party shall notify the other party at the earliest possible time, if the Agreement will or may be affected by a shortage of funds. No penalty shall accrue to any party in the event this provision is exercised, and no party shall be obligated or liable for any future payments due or damages as result of termination under this section. Notwithstanding the foregoing, in the event **Cody Labs** agrees to pay Excess Costs in accordance with Section 4.A(iv) above sufficient to complete the Project, then neither **Forward Cody** nor the **City of Cody** shall have the right to terminate this Agreement pursuant to this Section 12.

### 13. COMPLIANCE WITH LAWS:

**Forward Cody** and **Cody Labs** shall comply with all applicable municipal, state, and federal ordinances, laws, rules and regulations as they are now or as they are enacted, and shall not engage in any practice which may have the effect of discriminating against any entity on the basis of disability, age, sex, race, creed, color, national origin, ancestry, or religion.

### 14. INDEMNITY:

**Forward Cody** shall indemnify, defend and hold the **City of Cody** and **Cody Labs** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by **Forward Cody** related in any way to this Agreement. **Cody Labs** shall indemnify, defend and hold the **City of Cody** and **Forward Cody** harmless from and against any and all claims of any nature whatsoever arising from or having connection with the performance of any duties by **Cody Labs** related in any way to this Agreement.

### 15. CONTRACTUAL MATTERS

15.A. **Performance Matters.** With respect to the performance of this Agreement, **Forward Cody** agrees as follows:

15.A(i). **Nondiscrimination.** **Forward Cody** shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), and the Americans with Disabilities Act (hereinafter referred to as "ADA"). 42 U.S.C. 12101, et seq. **Forward Cody** shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Agreement.

15.A(ii). **Publicity.** Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for **Forward Cody** relative to the construction of the Project, shall identify the **City of Cody** and WBC as the sponsoring agencies.

15.B. **Local Public Hearing and Approval.** The Parties acknowledge that the application for grant funding by WBC requires the **City of Cody** as applicant to solicit citizen input through a published public hearing before submission of an

application, and a resolution passed by the **City of Cody**. In the event the **City of Cody** does not pass a resolution supporting the application by the **City of Cody to WBC** for grant funds for the Project, the **City of Cody** shall have the right to declare this Agreement null and void and of no further force or effect.

- 15.C. **Audit.** The **City of Cody** and any of its representatives shall have access to any books, documents, papers, and records of **Forward Cody** which are pertinent to this Agreement and which are not legally privileged. Additionally, **Forward Cody** shall abide by all regulations imposed by funding sources or governmental agencies, such as auditing requirements, payroll affidavits, and other documentation or verification.
- 15.D. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only signatories to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- 15.E. **Supplanting.** Wyoming Business Committed Grants must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.
- 15.F. **Force Majeure.** No party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- 15.G. **Ownership of Documents/Work Product/Materials.** All construction documents including but not limited to the plans, CADs, and specifications for the Building,

whether complete or incomplete, and any other, reports, records, field notes, data, samples, specimens, arid materials of any kind related to the construction of the Building shall be considered all times to be the property of **Forward Cody** unless **Cody Labs** pays the Architect as provided in Section 2F, in which event the plans and specifications prepared by the Architect shall be considered the property of **Cody Labs**. Nothing in this Agreement shall be construed to prevent or deny the **City of Cody** or **Forward Cody**, their agents, employees, officers, representatives or officials from reviewing or having access to all construction documents.

- 15.H. **Independent Contractor Relationships.** It is specifically understood and agreed that the relationship of the parties is that of independent contractors and that the officers, employees and agents of one party are not acting as the officers, employees or agents of the other. No party hereto shall make any representation of being the officer, agent, or employee of the other.
- 15.I. **Entire Agreement.** This Agreement and the documents referenced herein contain all the terms and conditions agreed to by the parties and constitutes the sole agreement between them regarding the subject matter of this Agreement and supersedes all understandings and agreements, whether oral or in writing, previously entered into by them with respect thereto.
- 15.J. **Successors and Assigns.** Neither **Forward Cody** nor **Cody Labs** shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement (other than as set forth in Section Nineteen of the Lease Agreement referenced herein) without the prior written consent of the **City of Cody. Cody Labs** shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written consent of the City of Cody and Forward Cody. The terms of this Agreement shall bind the parties hereto and their permitted successors and assigns. The reference above to permitted successors and assignees is not intended to constitute a consent to any assignment of this Agreement but has reference only to those instances in which specific written consent may have been given by the **City of Cody** and/or **Forward Cody.**
- 15.K. **Modification.** This Agreement may be amended or modified only in a writing signed by all the parties hereto.
- 15.L. **Paragraph Headings.** Paragraph headings are inserted primarily for convenience, and where they conflict with the text in the construction of this Agreement, the text shall control.
- 15.M. **Waiver and Failure to Declare a Default.** The failure of any party to declare a default or to enforce its respective rights under this Agreement shall not be

construed as a waiver by such party of this right to do so for any such subsequent default or violation.

15.N. **Interpretations.** Whenever in this Agreement the singular is used and the plural would be applicable, then such usage of the singular shall be deemed and considered to include the plural, and visa versa. Whenever a particular gender is used and another gender is applicable, then such usage shall be deemed to consider and include the other, actually applicable gender.

15.O. **Invalid Provisions.** It is understood and agreed that any term or provision of this Agreement which is invalid or unenforceable shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remaining provisions hereof.

15.P. **Facsimile Signatures and Counterparts.** This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Also, this Agreement may be executed by facsimile provided that the parties shall, forthwith circulate and sign no less than four (4) copies of an original signature page.

DATED effective \_\_\_\_\_, 2013.

**CITY OF CODY, WYOMING**

**FORWARD CODY WYOMING, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**CODY LABORATORIES, INC.**

By: \_\_\_\_\_

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

## **AMENDMENT TO EMPLOYMENT AGREEMENT**

This amendment modifies that "Employment Agreement" entered into between the City of Cody, Wyoming, a municipal corporation in Wyoming (hereinafter called "Employer" and Jennifer R. Rosencranse, hereinafter called "Employee" on March 13, 2011.

### RECITALS:

- A. Employer and Employee entered into an Employment Agreement in 2011 in which Employee agreed to perform the duties of City Administrator.
- B. Section 1 of that Agreement provides that if the Employee voluntarily resigns her position with the Employer, the Employee shall provide 45 days of notice.
- C. Employee has notified Employer of her intent to resign.
- D. The parties agree that is in the mutual best interests of Employer and Employee for Employee to continue work for up to 90 days, subject to the terms and conditions described below, to allow additional time for the Employer to search for a new City Administrator, and to allow for a smoother transition to a new City Administrator.

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

1. Employee will continue to fulfill the duties of the City Administrator, working approximately two and a half days each week beginning May 5, 2014, and ending no later than July 24, 2014. PURSUANT TO THE CHARTER ORDINANCE, THE EMPLOYEE REMAINS AN AT-WILL EMPLOYEE, AND MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT CAUSE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REQUIRING EMPLOYER TO CONTINUE TO EMPLOY EMPLOYEE THROUGH JULY 24, 2014. The parties anticipate that Employee will work a half- day on Mondays, and full days on Tuesdays and Thursdays. Both parties understand that the Employee's schedule will remain flexible, and that she may be required to work on other days as necessary. In the event Employee does work additional days or hours beyond what is described above in a given day or week, she may offset those hours by reducing her hours on another day or week as necessary. For example, the parties anticipate that Employee will not work on the afternoon of Tuesday, May 13<sup>th</sup>, but will work on Wednesday May 14<sup>th</sup> to attend meetings and events that are scheduled for that day. Likewise, the parties anticipate that Employee will attend a Council budget meeting

on Wednesday May 21<sup>st</sup>, and she may reduce her hours worked on other days due to that work.

2. Employer will compensate Employee at the rate of \$48.46 per hour. Employee shall accurately record and document her time as required for non-exempt employees of Employer. This amount will not be subject to any cost of living adjustment that may go into effect as of July 1, 2014 for other City of Cody employees.
3. Employee will earn vacation and sick leave, and will be compensated for holidays according to the Employment Agreement through the end of the first pay period in June 2014. After the first pay period in June, Employee will no longer accrue sick and vacation leave, and will not receive holiday pay for holidays. All other benefits and withholding, including workers' compensation, social security, FICA and Wyoming Retirement shall continue.
4. Employee will continue to receive health insurance according to Section 4 of the Employment Agreement, and the vehicle allowance and cell phone allowance according to Section 6 of the Employment Agreement through the end of June 2014.
5. Except as modified by this Amendment, the Employment Agreement entered into between the parties on March 13, 2011 shall remain in full force and effect.

Entered into this \_\_\_\_ day of May, 2014.

---

JENNIFER R. ROSENCRANSE

---

NANCY TIA BROWN, MAYOR

Attest:

---

Cynthia D. Baker

Administrative Services Officer

MEETING DATE: MAY 6, 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 Herbert and Barbara Hoy dba H&B Wild Horse Café and Gifts located at 440 Yellowstone Ave.

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

Herbert & Barbara Hoy have requested new restaurant license for H&B Wild Horse Café and Gifts at 440 Yellowstone Ave., Cody.

#### **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:**

Herbert & Barbara Hoy

**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 24 14

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

Required Attachments Received: Yes

Advertising Dates(4): 4/1, 4/8, 4/15 & 4/22

Hearing Date: 5/6 2014

Local Licensing Number: 1035

**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 5<sup>th</sup> Street  
Cheyenne WY 82002-0110

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

Applicant: Barbara & Herbert Hoy

Trade Name (dba): H & B Wildhorse Cafe & Craft

Premise Address: 440 Yellow Stone Ave.  
Number & Street

Cody WY. 82414 Park Co.  
City State Zip County

Mailing Address: 220 E. St.  
Number & Street or P.O. Box

Cody WY. 82414  
City State Zip

Business Telephone Number: (307) 527 8903

Fax Number: (587) 4579  
587 4303

E-Mail Address: \_\_\_\_\_

For the license term: 5 1 2014  
Month Day Year

Through: 7 31 2014  
Month Day Year

<p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input type="checkbox"/> COUNTY OF <u>Park, Co.</u></p> <p><b>FILING AS (CHOOSE ONLY ONE)</b></p> <p><input checked="" type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input checked="" type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</b></p> <p><input type="checkbox"/> RETAIL LIQUOR LICENSE <input checked="" 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 <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>DO YOU OPERATE?</b></p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from <u>7-AM</u> to <u>8-PM</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Sun - Saturday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</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)

(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:

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

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

(A) DATE lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.  
(B) Provision for SALE of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.

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

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

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

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

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(e)  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	<i>DONOT LIST PO BOXES</i> 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?
Herbert A Hoy				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Barbara A Hoy				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <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	<i>DONOT LIST PO BOXES</i> 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"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <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**

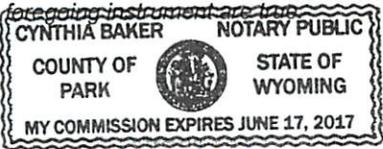
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

Before Me, Cynthia Baker, (specify) a Notary Public, Officer authorized to administer oaths in and for Tek County, State of Wyoming, personally appeared Herbert & Barbara Hoy 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. Herbert A Hoy
- 2. Barbara A Hoy
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

My Commission expires: 6/17/17

Witness my hand and official seal:  
Cynthia Baker  
(Notary Public or other officer authorized to administer oaths)  
Title Notary

Dated: 3/24/14

**REQUIRED ATTACHMENTS:**

- (1) Attach any lease agreements W.S. 12-4-103(a)(iii).
- (2) If building is not in existence, an architect's drawing or suitable plans of the room and premises to be licensed must be attached W.S. 12-4-102(a)(i).
- (3) A statement indicating the financial condition and financial stability of new applicant W.S. 12-4-102(a)(v).
- (4) Restaurant or Bar and Grill Liquor License Applications must attach a copy of their CURRENT and valid food service permit W.S. 12-4-407(a) or W.S.12-4-413(a).
- (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.:		

Back door

Kitchen 24' wide 16' deep

Business days 11:00 AM - 1:00 PM

WALK Way

SIDE DOOR

BATHROOM

Sliding Doors

Beer-Wine Cooler 9' X 4'

14'

20' wide 28' Long

Front Door

1132 Beck Avenue  
Cody, WY 82414  
307 527-9621  
307 587-8314 fax

April 3, 2014

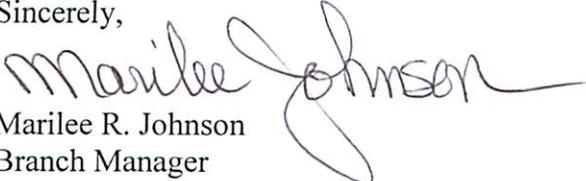
City of Cody  
P.O. Box 2200  
Cody, Wy. 82414

Attn: Sara Wead

I am sending you this letter upon the request of Herbert and Barbara Hoy, DBA H&B Wildhorse Café & Gifts here in Cody. Herb & Barbara Hoy have maintained several personal accounts with US Bank since 1988. Their accounts have been handled and maintained in a satisfactory manner. They have maintained a business account for H&B Trading Post since 1999. Their business account has consistently been maintained in a satisfactory manner.

Please let me know if you should need anything else.

Sincerely,

  
Marilee R. Johnson  
Branch Manager



MEETING DATE: MAY 6, 2014  
DEPARTMENT: CITY PLANNER  
PREPARED BY: TODD STOWELL, AICP  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: TODD STOWELL

## **AGENDA ITEM SUMMARY REPORT**

### **SIDEWALK CAFÉ PERMIT FOR 1019 15<sup>TH</sup> STREET, PAT O'HARA BREWING CO. LLC.**

#### **ACTION:**

Leonard Moore of Pat O'Hara Brewing Co. LLC, as lessee of the property at 1019 15<sup>th</sup> Street requests a major sidewalk café permit for an outdoor serving area in front of the business, within the 15<sup>th</sup> Street public right-of-way.

#### **SUMMARY:**

Pat O'Hara Brewing Company operates a microbrewery and restaurant at 1019 15<sup>th</sup> Street. They have submitted an application for a major sidewalk café permit to utilize the public sidewalk in front of the business as an outdoor serving area, including the serving of alcohol. The modification to the liquor license is technically independent of the sidewalk café permit, so separate actions are needed.

#### **Existing Conditions:**



The property line is at the front of the existing building. All of the outdoor serving area would be in the 15<sup>th</sup> Street right of way. The application shows the outdoor serving area to be 16 feet wide and 50 feet long. A railing is proposed at the north end, next to the alley, and partial railing along the south and east sides. The design of the railing has not yet been determined, but conceptually it would be metal rail and bolted to the sidewalk. The area is shown as accommodating 26 seats around six tables.

#### **Sidewalk Café Criteria:**

The requirements for sidewalk cafés are referenced below, along with staff comments to describe how this proposal complies or not.

7-2-12-4: SIDEWALK CAFE STANDARDS; MINOR AND MAJOR PERMITS:

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

A. Clear Lane: A minimum sixty inch (60") clear pedestrian path must be maintained at all times to allow adequate pedestrian movement.

*Comment: Reference the site plan. A streetlight post is in the clear lane at its north end. Also, there is no connection from the proposed clear lane to the sidewalk to the south. The proposal should be modified to provide a clear lane from the end of the sidewalk to the south, and to pass by the street light. The sidewalk connection could be accomplished by reducing the size of the outdoor seating area, or constructing a new sidewalk immediately to the south of the seating area.*

B. Nonhazardous Location: Cafés shall only be permitted where it is determined that the use will not create a hazard, a sight distance obstruction for motor vehicle operators, and provides a clear lane for pedestrian traffic.

*Comment: The sidewalk is at the intersection of 15<sup>th</sup> Street and an alley. Provided the 5-foot clear lane is provided around the street light, necessary site distance should be available.*

C. Location to Associated Establishment: Sidewalk cafes may only be located adjacent to the establishment with which they are associated. This requirement may, however, be waived by the public works director or designee to allow extension of the sidewalk cafe to adjacent city owned property if the same is deemed appropriate.

*Comment: Met.*

D. Furnishings: Furnishings of a sidewalk cafe shall consist solely of readily removable awnings, covers, railings, tables, chairs, planters containing plants and accessories. Furnishings may not be attached, even in a temporary manner, to the sidewalk or other public property, except that covers and railings may be secured by means of flush mounted anchors in a manner to be approved by the public works director. No objects which are part of a sidewalk cafe, except lighting fixtures, railing, awning or other nonpermanent covers, may be attached, even in a temporary manner, to any building or structure on which the sidewalk cafe abuts. When the associated establishment and the sidewalk cafe are not open for daily service, all furnishings and fixtures shall be removed from public property.

*Comment: Met. The table and chair design is not selected yet, but in concept would be wrought iron style. They would not be anchored down. The railing is planned to be secured by removable bolts or flush mounted anchors.*

E. Refuse Storage: No structure or enclosure to accommodate the storage of accumulated garbage may be erected or placed adjacent to or separate from the sidewalk cafe on public property.

*Comment: Met. No garbage cans are proposed to be located adjacent to the sidewalk café.*

F. Interference with Public Service Facilities: A sidewalk cafe shall not interfere with any public service facility, such as telephone, mailbox or bench, located on a sidewalk.

*Comment: Met. No such features are in the immediate area.*

G. Impact on Adjacent Properties: Operation of a sidewalk cafe shall not adversely impact adjacent or nearby residential, religious, educational or commercial properties, and shall be in accordance with all applicable codes and regulations.

*Comment: This one is open for analysis. There is a residential 7-unit structure immediately across the 20-foot wide alley to the north, known as the Bunkhouse apartments. Potential impacts would primarily include noise and perhaps odors. The application indicates that no musical instruments or sound system will be used. The applicant notified the adjacent owners and we have yet to receive a response from this property owner. We have received a response from Libations (Alem LLC) indicating their objection to the permit primarily due to the impacts of Pat O'Hara's customers using their parking lot. See attached comment letter.*

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

H. Electrical Requirements: All electrical wiring and fixtures associated with or part of the sidewalk cafe shall be permitted by the building department then installed and remain in conformance with the appropriate codes of the city.

*Comment: Met. No new lighting or electrical fixtures are proposed.*

I. Quality of Furnishings: Tables, chairs, umbrellas and any other objects provided with the sidewalk cafe shall be of quality design, materials and workmanship both to ensure the safety and convenience of users and to enhance the visual and aesthetic quality of the urban environment.

*Comment: In concept they would be of a wrought iron design. He does not plan to use plastic patio furniture.*

J. Noise: Noise from the sidewalk cafe shall not interfere with residential or other property uses in the area.

*Comment: See "G" above, noting the adjacent residential use.*

K. Closing Upon Violation: The establishment of a sidewalk cafe pursuant to the permit (minor or major), and the operation and maintenance of a sidewalk cafe, shall be considered to be a privilege and not a right, and the governing body reserves the authority to order the closing of any sidewalk cafe forthwith upon the conviction of a permittee in municipal court of a violation of this section.

*Comment: Noted.*

L. Fees for Permit: The fees for the permit under this section 7-2-12 shall be seventy five dollars (\$75.00) for a minor sidewalk cafe, one hundred fifty dollars (\$150.00) for a major sidewalk cafe, or those fees on file with the administrative services director which have been approved by the governing body. No permit shall be issued by the administrative services director unless the fees required by this section 7-2-12 are paid.

*Comment: The payment is due if the permit is granted.*

M. Insurance Requirement: Each permittee of a minor sidewalk cafe shall file with the administrative services director evidence of liability insurance equal to one million dollars (\$1,000,000.00) per occurrence. The city shall be listed as an additional named insured. Also, the applicant shall provide proof of insurance at the time of application. The applicant shall require the insurance carrier to provide the city with thirty (30) days' prior written notice of cancellation of any policy.

*Comment: The permittee has provided an undated insurance summary that would meet the proof of insurance requirement if valid. If council is willing to grant the permit, it should be conditioned on providing verification of the validity of the insurance. It is noted that the requirement refers to naming the city as an "additional insured"; however, the city attorney notes that this should not be a requirement for legal reasons. We can explain further if needed.*

N. Nonliability: A signed agreement to defend, indemnify, save, and hold harmless the city and all of its officers, agents or employees from any liability for damages resulting from any and all occupancy and operations under a permit granted pursuant to this section 7-2-12 shall be submitted along with the application to the administrative services director.

*Comment: Met. This is part of the application form.*

#### 7-2-12-5: SIDEWALK CAFE STANDARDS; MAJOR PERMITS:

A. Liquor License Required: Major sidewalk cafes must hold a current city liquor license.

*Comment: The license exists and the applicant requests the sidewalk café be approved as a serving area, through the serving area agenda request.*

B. Standards: Major sidewalk cafes shall meet all the requirements set forth in section 7-2-12-4 of this chapter, in addition to the following standards:

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

1. Outdoor dining areas serving alcoholic beverages shall be continuously supervised by employees of the establishment.

*Comment: Ongoing requirement.*

2. Alcoholic beverages may be served in a fenced or enclosed area immediately adjacent to the building in which the licensed room is located. A sign, one square foot, reading "No Food or Beverages Allowed Beyond Fence/Enclosure" shall be posted at a conspicuous location within the perimeter of the outdoor cafe serving alcoholic beverages.

*Comment: The sign(s) will need to be provided. Since there are two exits, there should be one sign at each exit.*

3. The location of sidewalk cafes where alcohol is served shall be subject to the requirements of title 3, chapter 2 of this code.

*Comment: That is the subject of the serving area agenda request.*

C. Responsible Party for Violation: The party responsible for the enforcement of the provisions of this section 7-2-12 and compliance therewith in each instance is the permittee, and any prosecution for a violation of this section 7-2-12 shall be against the permittee.

*Comment: Noted.*

#### 7-2-12-6: OPERATING RESTRICTIONS; MINOR AND MAJOR PERMITS:

A. Hours of Operation: All sidewalk cafes shall cease sales or services by ten o'clock (10:00) P.M. each night and all areas shall be vacated by twelve o'clock (12:00) midnight.

*Comment: The application notes that it will operate 11:00 AM until midnight. The applicant has verbally indicated that he will end serving in the outdoor café by 10:00 PM.*

B. Display of Permit: The permit evidencing permitting of the sidewalk cafe in accord with this section 7-2-12 shall be prominently displayed.

*Comment: Noted.*

C. Serving Patrons: The restaurant shall not serve food or beverages to a patron at a sidewalk cafe area unless that patron is seated at a table or counter.

*Comment: Noted.*

D. Appearance of Cafe: Sidewalk cafes and the public property on which they are located shall be kept neat and clean at all times and free from any substance that may cause damage to the sidewalk or cause pedestrian injury. Sidewalk cafe areas must remain clear of litter, food scraps and soiled dishes at all times.

*Comment: Noted.*

#### 7-2-12-7: OPERATING RESTRICTIONS; MAJOR PERMITS:

All alcoholic beverages to be served at sidewalk cafes shall be dispensed from the licensed dispensing room as set forth by the liquor license. Alcoholic drinks shall only be served to patrons seated at tables or counters. The drinking of alcoholic beverages by a member of the public while a patron at a sidewalk cafe, within the confines of the sidewalk cafe area, shall not be construed as a violation of any ordinance controlling open containers in a public area. The operator of the sidewalk cafe must be a city liquor license holder, if he intends to service alcoholic beverages in the sidewalk cafe area, and shall comply with all other laws and regulations concerning the serving of alcoholic beverages in the state.

*Comment: Noted.*

#### Section 7-2-12-9: TERM OF PERMITS AND RENEWAL PROCEDURES; MINOR AND MAJOR SIDEWALK CAFE PERMITS:

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

A. Term: A sidewalk cafe permit (minor or major) shall be valid for one season (Memorial Day through November 1).

*Comment: The request is for year-round. Year-round use is beyond the scope of the sidewalk café permit and should not be authorized through this process. Nevertheless, the permit could be granted to allow establishment of the outdoor café in accordance with this code and the permit would expire November 1, 2014. It is recommended that an encroachment license be obtained if use will extends beyond that date.*

### **FISCAL IMPACT**

The City would collect the \$150.00 permit fee.

### **ALTERNATIVES**

Approve, approve with conditions, or deny the sidewalk café permit.

### **RECOMMENDATION**

If after receiving neighbor and public comments the City Council is willing to grant the major sidewalk café permit, it is recommended that the permit be subject to the following conditions and restrictions.

1. The sidewalk café permit is valid from Memorial Day through November 1, 2014 only.
2. A revised site plan must be submitted which shows how the 5-foot wide clear pedestrian path will be provided on a concrete sidewalk from the sidewalk to the south of the café to the alley to the north. The route must be ADA accessible (meet slope requirements, etc.), cannot include any obstruction (e.g. street light) and is to be physically separated from the sidewalk café area. The path must be provided before the time sidewalk café railing is installed. The city administrator is authorized to approve the revised site plan.
3. The method of bolting or fastening the railing to the ground is to be reviewed and approved by the Public Works Director.
4. The table and chair design must be wrought iron style, or other durable material. Plastic residential grade patio furniture is not authorized due to its lightweight nature and wind concerns.
5. Prior to construction, provide evidence of valid liability insurance in the amount of \$1,000,000 per occurrence. The city is not to be named as an “additional insured”.
6. Payment of the \$150.00 permit fee must be made prior to constructing the outdoor café.
7. If alcohol is to be served or if there are to be open containers of alcohol within the sidewalk café, the necessary liquor license must be in place. The sidewalk café may be operated without alcohol.
8. Maintain compliance with all applicable sidewalk café requirements as noted in Section 7-2-12 of the City of Cody Code and as noted herein.

### **ATTACHMENTS**

Application

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

Leonard Moore, Pat O'Hara Brewing

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



# SIDEWALK CAFÉ PERMIT APPLICATION

New Application?  Renewal?

### OFFICE USE ONLY

- DATE ISSUED \_\_\_\_\_
- LIABILITY INSURANCE (minimum \$1,000,000)
  - PROPERTY OWNER APPROVAL LETTER
  - ADJ. PROP. OWNER SUPPORT/OBJECT NOTICE
  - DETAILED SCALE DRAWING

### FEES (Fees May Not Be Pro-Rated)

Minor Sidewalk Café \$ 75.00 annually  
 Major Sidewalk Café \$150.00 annually

\*\*\* PERMIT EXPIRES ANNUALLY ON NOVEMBER 1<sup>ST</sup> \*\*\*

### REQUIRED INFORMATION:

Applicant/Business Owner Name: Pat O'Hara Brewing Co. LLC / Leonard Moore  
 Applicant/Business Owner Address: 1019 15th Street  
 Address of sidewalk/street occupancy: 1019 15th Street  
 Business Phone: 307-586-5410 Cell Phone: 307-899-3673  
 Property owner if other than applicant: Charles Stump Family Trust  
 Name of planner, engineer, architect or agent: \_\_\_\_\_

Dates of proposed occupancy: \_\_\_ Seasonal (Memorial Day thru 11/1) \_\_\_ Partial (\_\_\_\_\_ thru \_\_\_\_\_) year Round

Hours of proposed occupancy: 11:00 AM thru 12:00 ~~Midnight~~ PM (End service by 10:00)

Capacity of existing establishment: 73 Number of seats 0 People w/out seating

Capacity of proposed outdoor café: 26 Total number of seats

Area of occupancy in square feet: 725 sq. ft. - Area Dimensions: 14'6" ft. X 50 ft.

Will musical instruments or a sound system be used? \_\_\_ Yes  No

Will alcoholic beverages be served at the outdoor café?  Yes \_\_\_ No

If yes, provide the liquor license holder name: Pat O'Hara Brewing Co. LLC

### PURPOSE:

Describe Sidewalk Café or Street Occupancy: This will be an outdoor serving area for serving meals and beer

### DIAGRAM OF SIDEWALK CAFÉ:

Please attach a separate sheet illustrating the proposed café area. Show existing sidewalk, buildings, curb, existing improvements in the right-of-way, i.e. lamp posts, street trees and guards, benches, mail boxes, etc., clear area for pedestrian use (minimum 60"), proposed area for tables and chairs, and details of the proposed perimeter barrier. Diagram should be of a scale of 1" = 10'. For additional requirements, please refer to the following sections of the Ordinance on Sidewalk Cafes, in the City's Municipal Code: Section 7-2-12.

### INSURANCE:

Each permittee of a minor sidewalk café shall file with the administrative services director evidence of liability insurance equal to one million dollars (\$1,000,000.00) per occurrence. The City of Cody (1338 Rumsey Avenue, Cody, Wyoming 82414) shall be listed as an additional-named insured. Also, the applicant shall provide proof of insurance at time of application. The applicant shall require the insurance carrier to provide the City of Cody with 30 days prior written notice of cancellation of any policy.

### INDEMNIFICATION AGREEMENT:

Pat O'Hara Brewing Co. LLC, shall indemnify and save and hold harmless the City of Cody from and for any and all losses, claims, actions, judgments for damages or injury to persons and property losses and expenses caused or incurred by Pat O'Hara Brewing Co. LLC its servants, agents, employees, guests and business invitees, and not caused by or arising out of the torturous conduct of the City of Cody or its employees.

Pat O'Hara  
Brewing Co.

River Runners  
Bus Parking

River Runners Buildings  
← 36 Ft

Sidewalk

Exit

Garage Door

Exit



Clear Lane



Lamp post

Alley

Bankhouse  
Apartments  
→ 45 Ft  
Side walk

15th Street

Libations

In addition, Pat O'Hara Brewing Co LLC shall maintain, and specifically agree that it will maintain, throughout the term of this agreement, liability insurance, in which the City of Cody shall be named as additional insured in the minimum amount of one-million dollars (\$1,000,000.00). The limits of the insurance shall not be deemed a limitation if the covenants to indemnify and save and hold harmless the City of Cody, and if the City of Cody becomes liable for an amount in excess of the insurance limits, herein provided, Pat O'Hara Brewing Co LLC covenants and agrees to indemnify and save and hold harmless the City of Cody from and for all such losses, claims, actions or judgments for damages or liability to persons or property. Pat O'Hara Brewing Co LLC shall provide the City of Cody with a Certificate of Insurance, or other proof of insurance evidencing Pat O'Hara Brewing Co LLC compliance with the requirements of this paragraph and file such proof of insurance with the City of Cody.

I, the applicant, agree that all exists are to be monitored and alcohol is to be served by waiters or waitresses only to seated customers. It is understood that if a customer leaves the Sidewalk Café area with an opened container that the permit to operate this Sidewalk Café may be suspended or revoked.

Dated this 28th day of April, 2014.

Leonard R. Moore  
Applicant Signature

Leonard R. Moore  
Printed Name

**STATE OF WYOMING DEPARTMENT OF TRANSPORTATION (WYDOT):**

WYDOT requires that a state approved permit also be issued prior to any set-up and use of a City of Cody approved sidewalk café along Sheridan Avenue. This is required because the right-of-way for US Highway 14-16-20 generally extends from the front of the buildings on the north side of the street to those on the south side of the street.

If your business lies within this area, please review the following WYDOT Operating Policies and complete the application, provide the required information, and mail to **Joe Holloway, Wyoming Department of Transportation, PO Box 461, Basin, WY 82410**. Mr. Holloway may be reached by telephone at (307)568.3446 should you have any questions.

Insurance requirements, more fully described in the Operating Policy 19-3, provide your provider with these specific addresses for each of the policies:

- a. Wyoming Department of Transportation, 5300 Bishop Boulevard, Cheyenne, WY 82009
- b. State of Wyoming Transportation Commission, 5300 Bishop Boulevard, Cheyenne, WY 82009
- c. State of Wyoming, State Capitol Building, Cheyenne, WY 82002-0010

Please note: You must include a copy of the City of Cody approved sidewalk café permit with your application to WYDOT. A copy of your WYDOT application must be provided to the City of Cody as well as a copy of the WYDOT permit when issued. Please also note, there are no application fees for the WYDOT sidewalk café permit. Should WYDOT not approve your application, any approvals by the City of Cody will be null and void.

**OFFICE USE ONLY.**

Received by City of Cody this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_

Council date requested for Major Sidewalk Café Permit (liquor license) approval: \_\_\_\_\_  
Council approval? Yes - Date \_\_\_\_\_ No

Staff Approval:

\_\_\_\_\_  
Public Works Director/Designee

\_\_\_\_\_  
Administrative Services Director/Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

4/26/14

We own the property at 1019 15<sup>th</sup> Street where Pat O'Hara Brew Pub is located. The proprietor of the business, Leonard Moore, has expressed a wish to install an outdoor seating and serving area in front of the building.

We are in agreement with this and give our permission for this.

Charles H Stump Family trust

Charles H Stump trustee

Esther J Stump, trustee

**Pat O'Hara Brewing Co. LLC  
1019 15<sup>th</sup> Street  
Cody, Wy. 82414**

**April 26, 2014**

**Adjoining Property Owners;**

**Pat O'Hara Brewing Co. LLC is requesting an outdoor serving area and sidewalk café permit from the City of Cody. City ordinance 7-2-12 requires the adjoining property owners be notified in writing and requested to complete the enclosed form.**

**A detailed site plan is included. All requirements under City ordinance 7-2-12 will be complied with. If you have any questions please contact the Brewery at 586-5410.**

**We ask that you support the requested permit and complete the enclosed form and return it in the enclosed envelope by May 1<sup>st</sup>.**

**Thank you for your cooperation.**

**Pat O'Hara Brewing Co. LLC**

**Leonard Moore**

## COMMERCIAL GENERAL LIABILITY PROPOSAL

### POLICY LEVEL COVERAGES:

COVERAGE PROVIDED	LIMIT OF INSURANCE
EACH OCCURRENCE LIMIT	\$1,000,000 Per Occurrence
GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS-COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000 Any One Person or Organization
DAMAGES TO PREMISES RENTED TO YOU LIMIT	\$300,000 (Any One Fire or Explosion)
MEDICAL EXPENSE LIMIT	\$15,000 Any One Person

LOCATION:	CLASS DESCRIPTION:	EXPOSURE:
1019 15th St, Cody, WY, 824143721	16930 - Restaurant-w/Alcoh Bev Rcpts >75%-wo/Dance/Table Service	70000

OPTIONAL LIABILITY COVERAGES	LIMIT OF INSURANCE
------------------------------	--------------------

Date: 4-26-14

Please return this form by: May 1 2014  
(Letters to be submitted with application.)

City of Cody  
Administrative Services Director  
PO Box 2200  
Cody, WY 82414

RE: **SIDEWALK CAFÉ PERMIT REQUEST**

Description of Project: (Please describe the sidewalk café you are proposing.) Outdoor Serving area  
in front of Pat O'Hara Brewing Co.

Minor Sidewalk Café Permit? \_\_\_\_\_ Major Sidewalk Café Permit (to allow the sale of alcohol)?

Applicant Name(s): Pat O'Hara Brewing Co/Leonard Moore Phone #: 586-5410

Project Address/Location & Legal Description: 1019 1st St / O.T. the N. 30' of Lots 31, 32 Blk 8

Property Owner Name (if different from applicant): Charles Stump Family Trust

This topic will be reviewed by the Administrative Services Director and the Public Works Director or their designees. In the case of a Major Sidewalk Café Permit application, the City Council will review at their regularly scheduled meeting on Tuesday (insert date), May 6th, at 7:00 p.m. at the City Hall Council Chambers, 1338 Rumsey Avenue.

\*\*\*\*\*

Dear City Staff and/or City Council:  
I am familiar with the proposal by Pat O'Hara Brewing Co LLC  
who is requesting a Major Minor Sidewalk Café Permit (see the request indicated above) for the above referenced property.

I am the legal owner or tenant of 1503 Sheridan Ave / O.T. Lots 17, 18, 19, 20, 21 Blk 7

Owner's/Tenant's Name: 4470 LLC / Libations  
(Applicant must fill in lot & block # and owner's name for each letter being sent)

\*\*\*\*\*

**SUPPORT to the Sidewalk Café Permit Request**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Comments: \_\_\_\_\_

- Yes, I would like to be contacted when this topic comes before City Council.  
E-mail address: \_\_\_\_\_ or Phone: \_\_\_\_\_
- No, I would not like to be contacted when this topic comes before the City Council.

\*\*\*\*\*

**OBJECT to the Sidewalk Café Permit Request**

Name: Libations (Alem LLC)  
Address: 1503 Sheridan Avenue.

Comments: There is already a significant lack of parking for Pat O'Hara customers -> other side

- Yes, I would like to be contacted when this topic comes before the City Council.  
E-mail address: libations@vcn.com or Phone: 527-6849 or 899-1051 (Gwen Hinze)
- No, I would not like to be contacted when this topic comes before the City Council.

\* Comments  
We constantly fight our parking lot spaces be filled with Pat O'Hara customers during peak hours, leaving our own customers little to no parking. Adding 26 more seats to their establishment will only increase this problem.

## Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located and in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

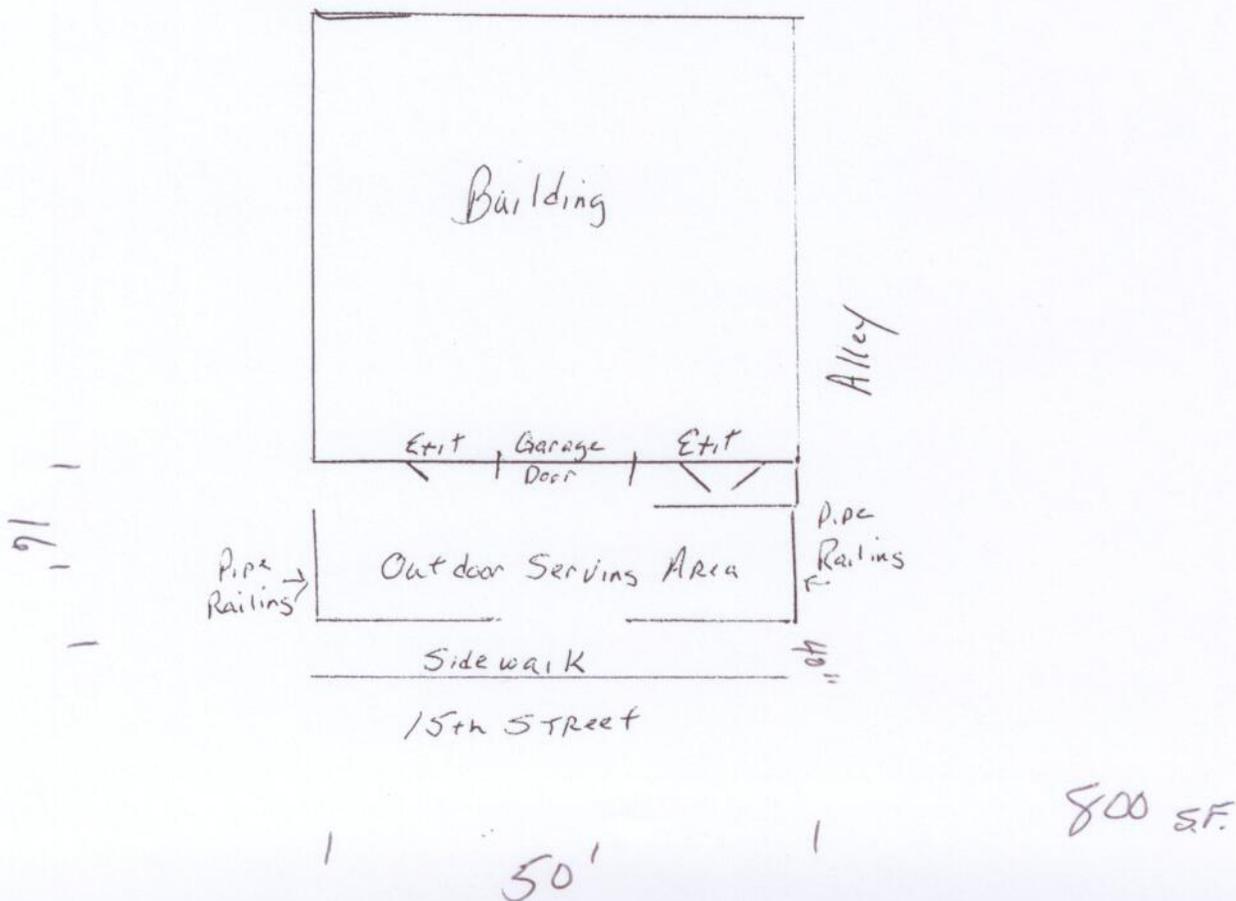
If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Pat O'Hara Brewing Co LLC

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:



MEETING DATE: MAY 6, 2014  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: SARA WEAD,  
ADMINISTRATIVE ANALYST  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Request for Outdoor Serving Area**

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

Approve an outdoor serving area at Pat O'Hara Brewing Co LLC, 1019 15<sup>th</sup> St contingent upon meeting all building and permitting regulations.

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

State Statute 12-5-201(a) provides that alcoholic beverages may be served in an immediately adjacent fenced or enclosed area as approved by the local licensing authority.

Leonard Moore of Pat O'Hara Brewing Co LLC is requesting approval of an outdoor serving area in the front of the current location at 1019 15<sup>th</sup> St. According to the drawing, a pipe railing would define the boundary of the serving area.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

1. Approve the outdoor serving area contingent upon meeting all building and permitting regulations.
2. Deny the request

#### **ATTACHMENTS**

Agenda Request Form and drawings of proposed changes

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

Leonard Moore      307-899-3673

# 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 Leonard Moore

Organization Represented Pat O'Hara Brewing Co LLC

Date you wish to appear before the Council May 6 2014

Mailing Address 1019 15th St. Telephone 899-3673

E-Mail Address patoharabrewing@gmail.com

Preferred form of contact: Telephone  E-Mail

Names of all individuals who will speak on this topic \_\_\_\_\_  
\_\_\_\_\_

Event Title (if applicable) Out door Seating area

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

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) See attached  
\_\_\_\_\_  
\_\_\_\_\_

Which City employee(s) have you spoken to about this issue? Cindy Baker  
Jara Weed

Signature L R Moore Date 4-17-14

## Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

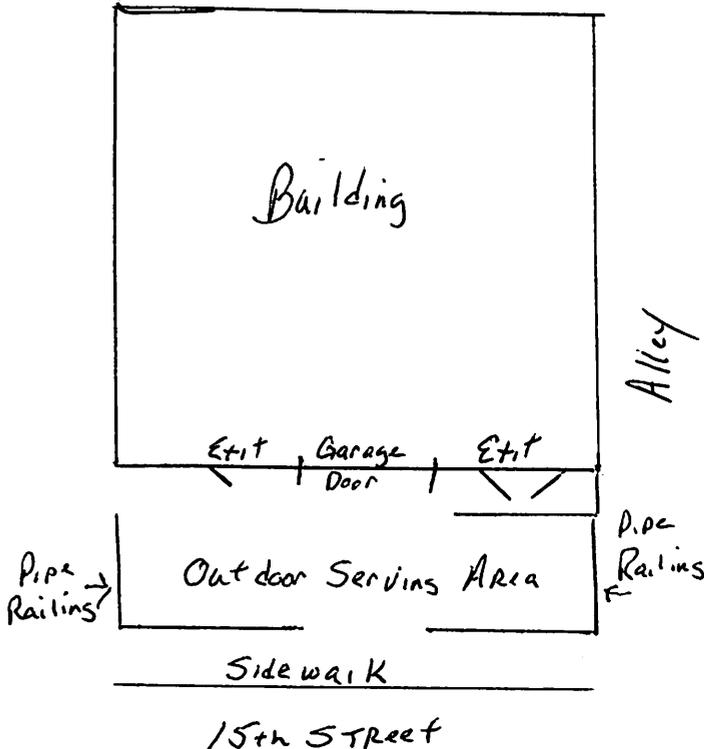
If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Pat O'Hara Brewing Co LLC

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:



MEETING DATE:	MAY 6, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**Trailhead 3 PUD, Phase 6 Preliminary Plat and Major Adjustment to PUD**

**ACTION TO BE TAKEN**

Approve the Trailhead 3 PUD, Phase 6 preliminary plat and a “Major Adjustment” to authorize ten of the lots to be developed with duplexes rather than single-family dwellings.

**SUMMARY**

Ed Higbie has submitted a preliminary plat application for the Trailhead 3 Planned Unit Development, Phase 6. The subdivision would include 45 building lots and two common area tracts/lots. Four of the building lots would contain single-family attached dwellings (a.k.a. a duplex split by a lot line), as contemplated by the original PUD plan. Ten of the lots that were originally contemplated for detached single-family dwellings are now proposed to be available for duplex development (two-family dwellings), for a total of 55 dwelling units in this phase of the subdivision. The preliminary plat, landscaping plan, preliminary utility plan, and drainage plan outline the proposal and are attached. Final engineering plans will be submitted with the final plat, based on approval of the current application.

The property is zoned Residential B with a prior Planned Unit Development designation that outlines the general subdivision layout and most, but not all, development standards. The request for ten duplex lots is considered a “major adjustment” to the PUD, as it would increase the number of contemplated dwelling units by more than one percent. The fact that the proposal includes a major adjustment opens up the project for scrutiny relating to the appropriateness of prior decisions—specifically the impact of the ten additional households on traffic, parking, utility needs, and public use areas.

**Streets-**

The primary discussion in the original staff report to the Planning and Zoning Board and at the Planning and Zoning Board meeting related to the width of the streets. The proposed street cross-section for Lame Deer Avenue and Hardpan Avenue provides 32 feet from curb to curb (29-foot paved surface, plus gutters). This is enough to permit two, 12-foot travel lanes (standard width) and an 8-foot wide parking lane on one side of the street only, or two 8-foot wide parking lanes and a 16-foot wide area between. In a past phase with this same street cross section (Appalachian Trail Avenue in the northeast portion of Trailhead), on-street parking was not limited based on the concept that on-street vehicle parking would be limited and vehicles could maneuver and yield as needed as they made their way to the wide collector streets. With the conversion of ten lots from single-family to two-family units, the potential for on-street vehicles is increased and maneuvering could become difficult.

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

The Planning and Zoning Board acknowledged the concern, but in the end did not recommend any modifications to the proposed street situation. The Fire Marshal would have preferred a 32-foot wide street (pavement width), but accepted 29-foot wide street, as the 1 ½ foot gutter on each side allows a 32 foot width measured from curb to curb. 32 feet is the minimum width under the fire code for a street to have parking on both sides. The Public Works Director believes that the street is too narrow, considering the lane widths, to allow parking on both sides. For comparison, the residential street cross section from the prior master plan specified a 42'8" pavement width and the current master plan specifies a 34-foot pavement width.

Planning staff has seen streets of the width proposed function fine when serving single-family development with similar lot sizes, yet potential increases in on-street parking due to the duplex development causes some concern about congestion and safety. The applicant notes that the Trailhead homeowner's covenants prohibit the parking of trailers and recreational vehicles on streets within Trailhead. However, the City has no enforcement authority for those covenants. Planning staff may be more comfortable about the proposed street width if the parking restriction were put into a form that the City could enforce.

**Utilities-**

Other than some minor changes to utility box locations, there are no utility issues with the preliminary proposal. Sufficient capacity is available to serve the lots, including the duplexes.

**Public Use Area-**

The amount of land previously dedicated to the City as Public Use Area is sufficient to meet the subdivision ordinance requirements, even with the ten additional dwelling units.

**ATTACHMENTS:**

Preliminary Plat materials.

**ALTERNATIVES:**

Approve or deny the "Major Adjustment" to the PUD to allow duplexes on ten of the lots previously identified for single-family dwellings; and approve, deny or approve with conditions the preliminary plat.

**RECOMMENDATION:**

The Planning and Zoning Board recommended approval of the "Major Adjustment" to the Trailhead Planned Unit Development and approval of the preliminary plat of Trailhead 3 PUD, Phase 6 subject to nine conditions. One of those conditions related to modifications to the drawings and has already been completed. The remaining conditions are listed below. Planning staff would recommend that Council also consider an ordinance prohibiting on-street parking of recreational vehicles and trailers on the narrower streets within the Trailhead subdivision (all but Twin Creek Trail Avenue).

*Preliminary Plat Conditions:*

1. Provide the temporary drainage easements with the final plat, either in the form of an easement document, or by expanding the plat boundary to include the area and adding appropriate labels.
2. The common area to the west of the lots must be improved to a more functional state than the "native grass" requested. It is recommended that once mature the surface over the majority of the area east of the irrigation canal shall resemble a sod type playing field. A plan for landscaping of the area must be submitted for approval with the final plat.

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

3. No above-ground or non-traffic rated utility boxes are permitted at the common wall lot line locations, unless the driveway and garage door opening are at least three feet from the common property line.
4. Utility fees applicable to the project will be determined with the final plat.
5. Street names are subject to approval by the road name committee, with final approval by the City at the time of final plat.
6. The developer is responsible for the costs and applications associated with transfer of the surface water rights from the City to the developer.
7. Construction plans for all subdivision improvements shall be submitted for review with the final plat application, in compliance with all provisions of City of Cody Code, except as modified by the preliminary plat approval.
8. The final plat application shall otherwise contain and comply with the City subdivision ordinance.

**AGENDA & SUMMARY REPORT TO:**

Ed Higbie, Owner and Developer  
Jim Evans, Sage Civil Engineering

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED WITHIN TRACT 39L-A, BEING A PORTION OF TRAILHEAD PUD, WITHIN TRACT 39, RESURVEY T.53N., R.101W., 6TH P.M., PARK COUNTY, WYOMING, BEING THE SAME LANDS AS THOSE DESCRIBED IN DOC# 2012-7774 ON FILE IN THE OFFICE OF THE PARK COUNTY CLERK AND RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 39L-A BEING A 3 INCH BRASS CAP FOUND IN PLACE THIS SURVEY; THENCE N 89°59'18" W FOR A DISTANCE OF 1322.14 FEET TO THE EAST RIGHT-OF-WAY OF ROBERTS STREET; THENCE N 00°11'55" W ON AND ALONG THE EAST RIGHT-OF-WAY OF ROBERTS STREET FOR A DISTANCE OF 15.00 FEET TO THE SOUTH LINE OF TRAILHEAD 1 ADDITION; THENCE N 89°59'37" E ON AND ALONG THE SOUTH LINE OF TRAILHEAD 1 ADDITION FOR A DISTANCE OF 90.08 FEET TO THE SOUTHEAST CORNER OF TRAILHEAD 1 ADDITION; THENCE N 00°10'49" W ON AND ALONG THE EAST LINE OF TRAILHEAD 1 ADDITION FOR A DISTANCE OF 277.99 FEET TO THE SOUTH LINE OF TRAILHEAD 3 PUD; THENCE ON AND ALONG THE SOUTH LINE OF TRAILHEAD 3 PUD AS FOLLOWS: S 89°39'58" E FOR A DISTANCE OF 35.00 FEET; THENCE N 64°00'14" E FOR A DISTANCE OF 124.24 FEET; THENCE N 59°36'06" E FOR A DISTANCE OF 209.95 FEET; THENCE N 45°29'10" E FOR RA DISTANCE OF 168.71 FEET; THENCE N 49°23'03" E FOR A DISTANCE OF 44.00 FEET; THENCE N 47°56'10" E FOR A DISTANCE OF 199.96 FEET; THENCE N 88°19'35" E FOR A DISTANCE OF 311.77 FEET; THENCE N 88°48'50" E FOR A DISTANCE OF 60.04 FEET; THENCE N 89°05'52" E FOR A DISTANCE OF 112.10 FEET; THENCE S 75°19'40" E FOR A DISTANCE OF 106.25 FEET; THENCE S 14°45'52" E FOR A DISTANCE OF 21.20 FEET; THENCE S 73°37'37" E FOR A DISTANCE OF 9.22 FEET TO A POINT ON THE EAST LINE OF SAID LOT 39L-A; THENCE LEAVING THE SOUTH LINE OF SAID TRAILHEAD 3 PUD S 00°11'17" E ON AND ALONG THE EAST LINE OF SAID LOT 39L-A FOR A DISTANCE OF 696.21 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 17.09 ACRES MORE OR LESS.

**SUBDIVISION NOTES**

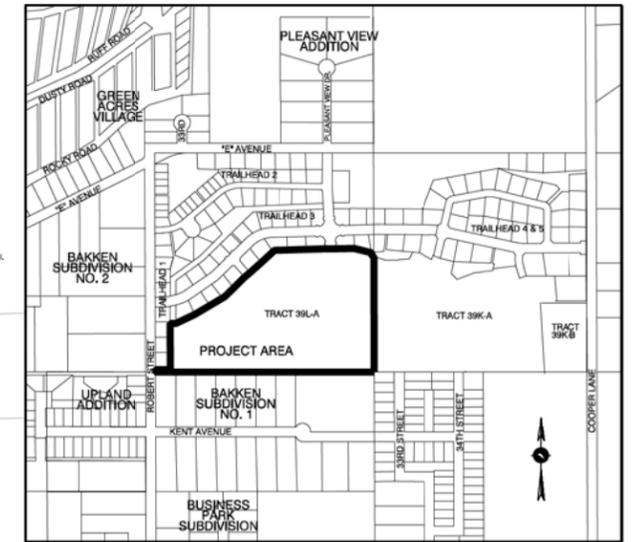
- A RIGHT TO DRAIN IS HEREBY GRANTED TO THE CITY OF CODY FOR THE PURPOSE OF DISPOSAL OF STORM WATER FROM THE STREETS IN THE PERCOLATION AREAS LOCATED IN LOT P6-46.
- REFERENCE UTILITY, SITE, LANDSCAPE, DRAINAGE AND CONTRACT DOCUMENTS FOR ADDITIONAL INFORMATION.
- BEARING BASE FOR THIS SURVEY IS GEODETIC BASED ON NAD83(2011) WYOMING WEST CENTRAL ZONE.
- BENCHMARK = BRASS CAP WITNESS CORNER @ COOPER LANE AND BIG HORN AVENUE. ELEVATION = 4922.40 (CITY OF CODY DATUM)
- LOTS P6-9, P6-10, P6-17 THRU P6-19 AND P6-31 THRU P6-35 ARE AUTHORIZED FOR SINGLE FAMILY DETACHED DWELLINGS OR DUPLEXES. LOTS P6-11 THRU P6-14 ARE AUTHORIZED FOR SINGLE FAMILY DETACHED OR ATTACHED DWELLINGS, WITH ONE DWELLING ON EACH LOT. LOTS P6-46 AND P6-47 ARE COMMON AREA TRACTS NOT AUTHORIZED FOR RESIDENTIAL DEVELOPMENT. ALL OTHER LOTS WITHIN THIS PLAN ARE AUTHORIZED FOR ONE SINGLE FAMILY DETACHED DWELLING.
- BUILDING SETBACKS:
  - FROM STREET PROPERTY LINE, PROVIDE A MINIMUM OF 15 FT, EXCEPT FOR THE SIDE OF THE GARAGE WITH THE VEHICLE DOOR WHICH WILL HAVE A MINIMUM SETBACK OF 25 FT.
  - FROM REAR PROPERTY LINES, PROVIDE A MINIMUM OF 15 FT FOR THE DWELLING AND 5 FT FOR ANY DETACHED ACCESSORY BUILDINGS.
  - FROM SIDE PROPERTY LINES ADJACENT TO OTHER LOTS, PROVIDE A MINIMUM OF 5 FT, EXCEPT ATTACHED SINGLE FAMILY DWELLINGS NEED NO SETBACK AT THEIR COMMON WALL.
- PROPERTY CORNERS ARE TO BE SET AFTER CONSTRUCTION IS COMPLETE.
- ALL SURVEY WORK WAS COMPLETED TO AN ACCURACY OF 1:15,000.
- ADJACENT ZONING IS B, A, P2, AND P.U.D.
- COMMON AREAS WILL BE DEEDED TO THE TRAILHEAD SUBDIVISION HOA.
- COMMON AREAS AND COMMON AREA IRRIGATION FACILITIES TO BE MAINTAINED BY THE HOA.
- ANY PROPOSED LAND USE NOT SPECIFIED HEREON SHALL BE REGULATED PURSUANT TO THE CITY OF CODY ZONING ORDINANCE. STANDARDS FOR DEVELOPMENT ON THE LOTS SHALL BE ACCORDING TO THE STANDARDS HEREON, TOGETHER WITH THE STANDARDS OF THE UNDERLYING ZONING DISTRICT FOR ANY STANDARD NOT HEREON SPECIFIED. AT THE TIME OF SUBDIVISION, THIS PROPERTY IS ZONED RESIDENTIAL "B" WITH A PUD DESIGNATION.
- TOTAL SUBDIVISION AREA IS 17.09 ACRES MORE OR LESS.
- RECORD EASEMENTS AND RIGHTS-OF-WAY SHOWN HEREON ARE BASED ON PARK COUNTY TITLE POLICY NO. SV-339K375. DURING THE COURSE OF THIS SURVEY, NO ADDITIONAL ADJACENT EASEMENTS OR RIGHTS-OF-WAY WERE DETERMINED TO EXIST. THE LANDS LOCATED WITHIN PHASE 6 OF THE TRAILHEAD 3 PUD ARE SUBJECT TO ANY VALID EASEMENT OR RIGHTS-OF-WAY THAT MAY EXIST.
- EXISTING LOT LINES ARE SHOWN IN GREYSCALE.

**EASEMENT NOTES**

- A 15.00 FOOT WIDE UTILITY ACCESS AND IRRIGATION EASEMENT BEING THE SOUTH 15 FEET OF THE WEST 120.08 FEET OF TRACT 39L-A.
- A 12.00 FOOT WIDE UTILITY ACCESS EASEMENT ALONG THE SOUTH LINE OF LOT P6-47.
- A 35.00 FOOT WIDE IRRIGATION EASEMENT ALONG THE WEST LINE OF LOT P6-47.

**LEGEND**

- SET 2" ALUMINUM CAP ON 5/8" REBAR
- FOUND 1-1/2" BRASS CAP STREET MONUMENT
- FOUND 3" BRASS CAP
- FOUND 2" ALUMINUM CAP
- SET STREET MONUMENT
- PHASE 6 BOUNDARY
- PROPOSED ROAD CENTERLINE
- PROPOSED LOT LINES
- PROPOSED EASEMENT LINE
- ADJACENT PROPERTY LINE



VICINITY MAP  
NOT TO SCALE

**COMMON AREA SUMMARY**

TOTAL TRAILHEAD 3 P.U.D. PHASE 6 = 13.34 ACRES  
 TOTAL UNDIVIDED AREA REMAINING IN TRACTS 39L-A and 39K-A = 21.98 ACRES  
 TOTAL COMMON AREA TRAILHEAD PUD, PHASE 6:  
 LOT P6-46 0.42 ACRES  
 LOT P6-47 1.73 ACRES  
 TOTAL 2.15 ACRES

TOTAL COMMON AREA REQUIRED - PHASE 6 = 2.57 ACRES  
 CREDIT FROM PREVIOUS PHASES = 1.63 ACRES  
 CREDIT FOR FUTURE PHASES = 1.11 ACRES

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CURVE	LENGTH	RADIUS	DELTA
C1	72.24	200	20° 41' 43"	C25	118.51	178	20° 41' 43"
C2	361.69	200	46° 19' 15"	C26	126.09	178	46° 19' 15"
C3	90.99	200	26° 04' 00"	C27	18.74	178	26° 04' 00"
C4	33.49	27.5	69° 46' 33"	C28	50.81	222	69° 46' 33"
C5	43.11	27.5	89° 49' 08"	C29	3.69	352	89° 49' 08"
C6	223.93	206	62° 36' 58"	C30	38.44	352	62° 36' 58"
C7	223.18	200	63° 56' 11"	C31	64.29	178	63° 56' 11"
C8	80.32	200	23° 07' 36"	C32	98.19	178	23° 07' 36"
C9	39.49	330	90° 51' 23"	C33	45.72	178	90° 51' 23"
C10	7.27	222	01° 52' 35"	C34	24.91	222	01° 52' 35"
C11	72.92	222	18° 49' 11"	C35	76.09	222	18° 49' 11"
C12	45.38	222	11° 42' 43"	C36	76.11	62.5	11° 42' 43"
C13	69.76	222	18° 00' 15"	C37	90.15	57.5	18° 00' 15"
C14	64.34	222	16° 36' 20"	C38	49.61	184	16° 36' 20"
C15	36.18	178	11° 38' 45"	C39	12.07	184	11° 38' 45"
C16	44.8	178	14° 25' 14"	C40	121.75	184	14° 25' 14"
C17	53.81	49.5	62° 17' 04"	C41	16.59	184	62° 17' 04"
C18	54.26	49.5	62° 48' 20"	C42	39.24	222	62° 48' 20"
C19	18.99	49.5	21° 58' 51"	C43	59.33	222	21° 58' 51"
C20	61.47	228	15° 26' 50"	C44	52.84	222	15° 26' 50"
C21	12.09	228	03° 02' 17"	C45	54.24	222	03° 02' 17"
C22	52.31	228	13° 08' 43"	C46	3.16	308	13° 08' 43"
C23	70.08	228	17° 36' 39"	C47	33.7	308	17° 36' 39"
C24	51.89	228	13° 02' 23"				

**PRELIMINARY PLAT PHASE 6, TRAILHEAD 3 P.U.D.**



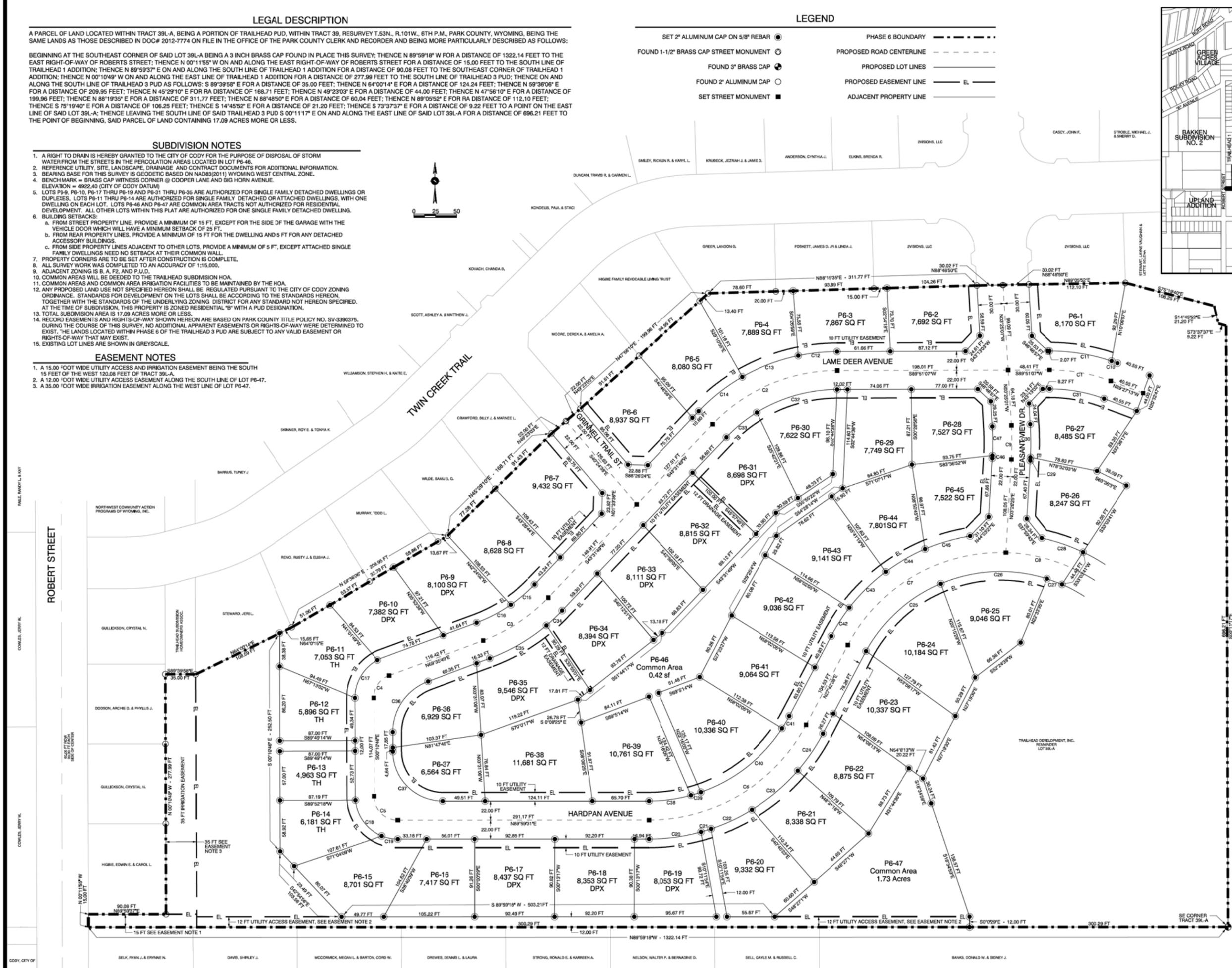
DEVELOPER: TRAILHEAD DEVELOPMENT, INC.  
 1143 SHERIDAN AVE.  
 CODY, WY 82414  
 Portion of TRACT 39L-A  
 Resurvey T.53N., R.101W, 6th P.M.  
 City of Cody, Park County, Wyoming

**ENGINEER**

2824 BIG HORN AVENUE  
 CODY, WY 82414  
 PHONE: (307) 527-0915  
 FAX: (307) 527-0916  
 sce@sagecivilengineering.com

APRIL 28, 2014

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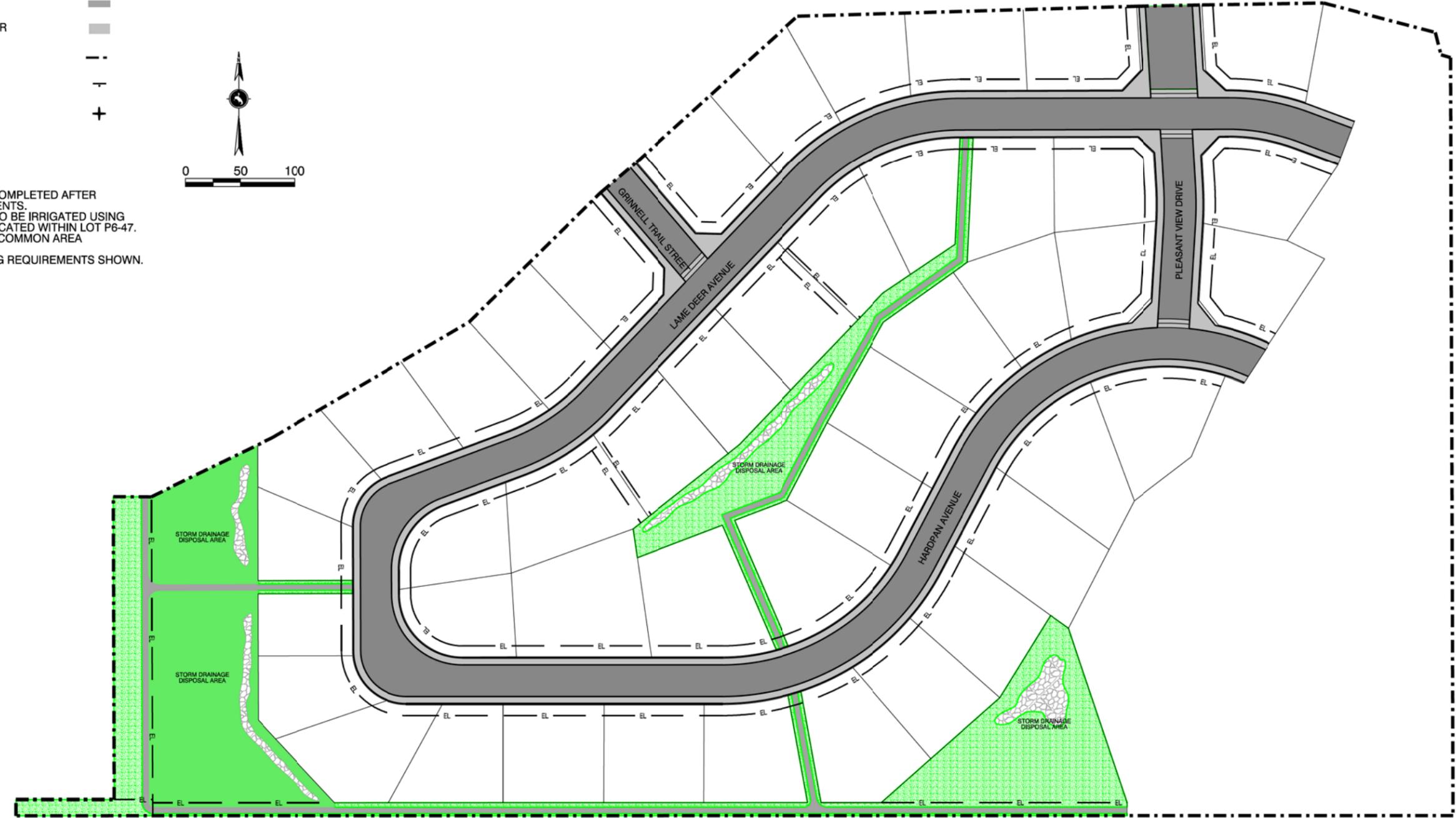
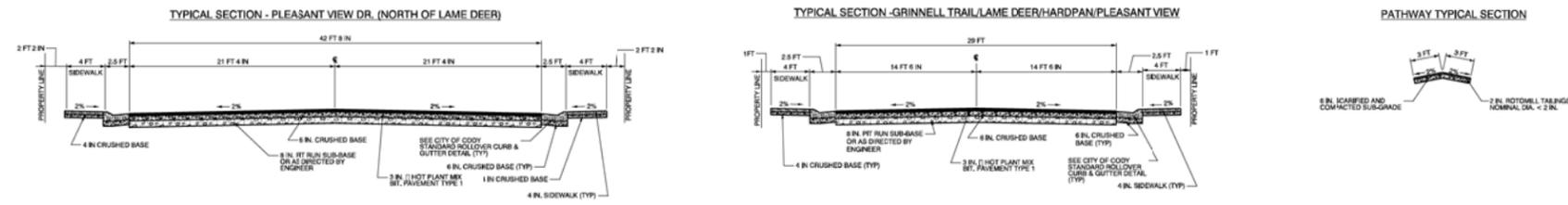
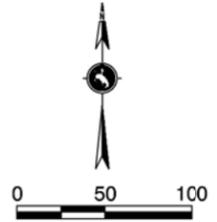
CODY, CITY OF

SELK, RYAN J. & ERINNE N.      DAVIS, SHIRLEY J.      MCCORMACK, MEGAN L. & BARTON, CORD W.      DREWES, DENNIS L. & LAURA      STRONG, RONALD E. & KARRERA, A.      NELSON, WALTER P. & BERNAORDE, D.      BELL, GAYLE M. & RUSSELL, C.      BANKS, DONALD W. & SENEY, J.

**LEGEND**

- COMMON AREA (NATIVE GRASSES) 
- COMMON AREA (SOD) 
- PAVEMENT 
- STORM WATER DISPOSAL AREA-  
SMALL PORTIONS TO BE COBBLE.  
EXACT DIMENSIONS TO BE DETERMINED AND DOCUMENTED  
IN THE DRAINAGE REPORT. 
- PATHWAY 
- SIDEWALK/CURB & GUTTER 
- PROJECT BOUNDARY 
- PROPOSED STOP SIGN 
- PROPOSED STREET SIGN 

- NOTE:
1. LANDSCAPING TO BE COMPLETED AFTER ALL OTHER IMPROVEMENTS.
  2. COMMON AREAS ARE TO BE IRRIGATED USING CODY CANAL DITCH LOCATED WITHIN LOT P6-47. SEE UTILITY PLAN FOR COMMON AREA IRRIGATION MAIN.
  3. MINIMUM LANDSCAPING REQUIREMENTS SHOWN.



<p>ENGINEER</p>  <p>SAGE CIVIL ENGINEERING AND SURVEYING</p> <p>2824 BIG HORN AVENUE CODY, WY 82414 PHONE: (307) 527-0915 FAX: (307) 527-0916 sce@sagecivilengineering.com</p>	<p>PRELIMINARY PLAN - LANDSCAPE PLAN TRAILHEAD PUD, PHASE 6</p>  <p>DEVELOPER: TRAILHEAD DEVELOPMENT, INC. 1143 SHERIDAN AVE. CODY, WY 82414</p> <p>Portion of TRACT 39L-A Resurvey T.53N., R.101W. 6th P.M. City of Cody, Park County, Wyoming</p> <p>APRIL 28, 2014</p>
<p>2 OF 4</p>	

**LEGEND: PROPOSED**

	PROPOSED SUBDIVISION PHASE BOUNDARY		PROPOSED ELECTRICAL VAULT		PROPOSED FIRE HYDRANT
	PROPOSED SANITARY SEWER LINE		PROPOSED TRANSFORMER		PROPOSED TREATED WATER SERVICE
	PROPOSED TREATED WATER LINE		PROPOSED SECONDARY PEDESTAL		PROPOSED SANITARY SEWER SERVICE
	PROPOSED UNDERGROUND GAS LINE		PROPOSED STREET LIGHT		PROPOSED SANITARY SEWER MANHOLE
	PROPOSED EASEMENT BOUNDARY		PROPOSED TELEPHONE SERVICE		
	PROPOSED UNDERGROUND TELEPHONE LINE		PROPOSED CABLE TELEVISION SERVICE		
	PROPOSED UNDERGROUND TELEVISION		PROPOSED GAS SERVICE		
	PROPOSED STREET LIGHT CONDUIT		PROPOSED CABLE UTILITY TRENCH		
	PROPOSED PRIMARY UNDERGROUND POWER		PROPOSED TREATED WATER VALVE		
	PROPOSED SECONDARY UNDERGROUND POWER		PROPOSED TREATED WATER TEE		
	PROPOSED IRRIGATION MAIN				

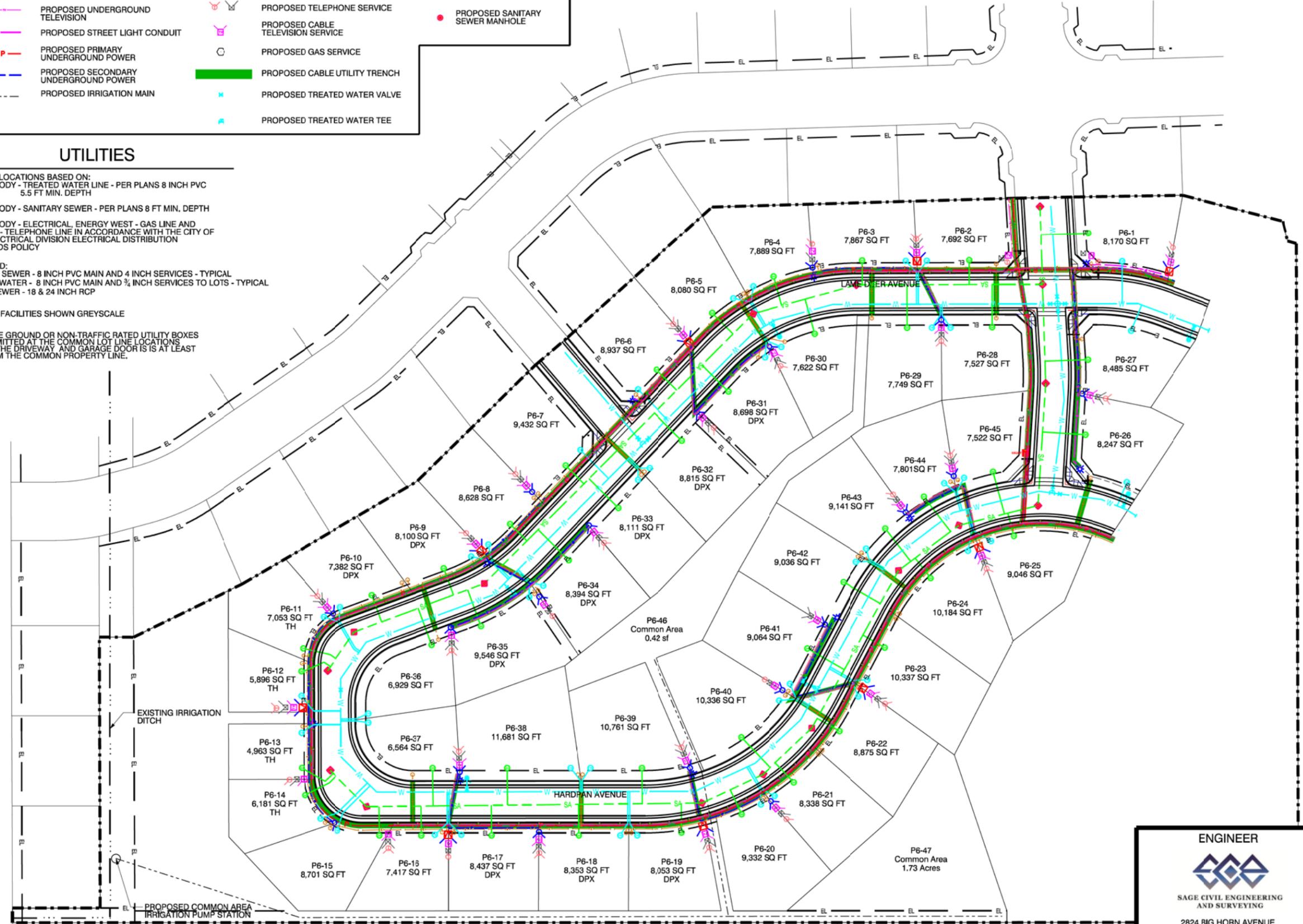
**UTILITIES**

EXISTING LOCATIONS BASED ON:  
 CITY OF CODY - TREATED WATER LINE - PER PLANS 8 INCH PVC 5.5 FT MIN. DEPTH  
 CITY OF CODY - SANITARY SEWER - PER PLANS 8 FT MIN. DEPTH  
 CITY OF CODY - ELECTRICAL, ENERGY WEST - GAS LINE AND CHARTER - TELEPHONE LINE IN ACCORDANCE WITH THE CITY OF CODY ELECTRICAL DIVISION ELECTRICAL DISTRIBUTION STANDARDS POLICY

PROPOSED:  
 SANITARY SEWER - 8 INCH PVC MAIN AND 4 INCH SERVICES - TYPICAL  
 TREATED WATER - 8 INCH PVC MAIN AND 3/4 INCH SERVICES TO LOTS - TYPICAL  
 STORM SEWER - 18 & 24 INCH RCP

EXISTING FACILITIES SHOWN GREYSCALE

NO ABOVE GROUND OR NON-TRAFFIC RATED UTILITY BOXES ARE PERMITTED AT THE COMMON LOT LINE LOCATIONS UNLESS THE DRIVEWAY AND GARAGE DOOR IS AT LEAST 3 FT FROM THE COMMON PROPERTY LINE.



**ENGINEER**

SAGE CIVIL ENGINEERING AND SURVEYING  
 2824 BIG HORN AVENUE  
 CODY, WY 82414  
 PHONE: (307) 527-0915 FAX: (307) 527-0916  
 sce@sagecivilengineering.com

**PRELIMINARY PLAT - UTILITY PLAN TRAILHEAD PUD, PHASE 6**

DEVELOPER: TRAILHEAD DEVELOPMENT, INC.  
 1143 SHERIDAN AVE.  
 CODY, WY 82414  
 Portion of TRACT 39L-A  
 Resurvey T.53N., R.101W. 6th P.M.  
 City of Cody, Park County, Wyoming



DRAINAGE BASIN 2



DRAINAGE BASIN 3



DRAINAGE BASIN 5



STORM WATER DISPOSAL AREA - SMALL PORTIONS TO BE COBBLE. EXACT DIMENSIONS TO BE DETERMINED AND DOCUMENTED IN THE DRAINAGE REPORT.

EL

TEMPORARY DRAINAGE EASEMENT

---

DRAINAGE BASIN BOUNDARY

---

LOT LINE

---

PHASE BOUNDARY

---

PROPOSED STORM WATER COLLECTION PIPE

---

PROPOSED STORM WATER INLET

A2-14

BASIN DESIGNATION

A2 = PERC TRENCH 2

14 = AREA 14

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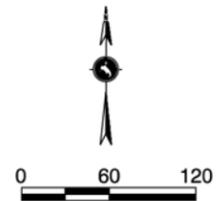
EXISTING MAJOR CONTOUR

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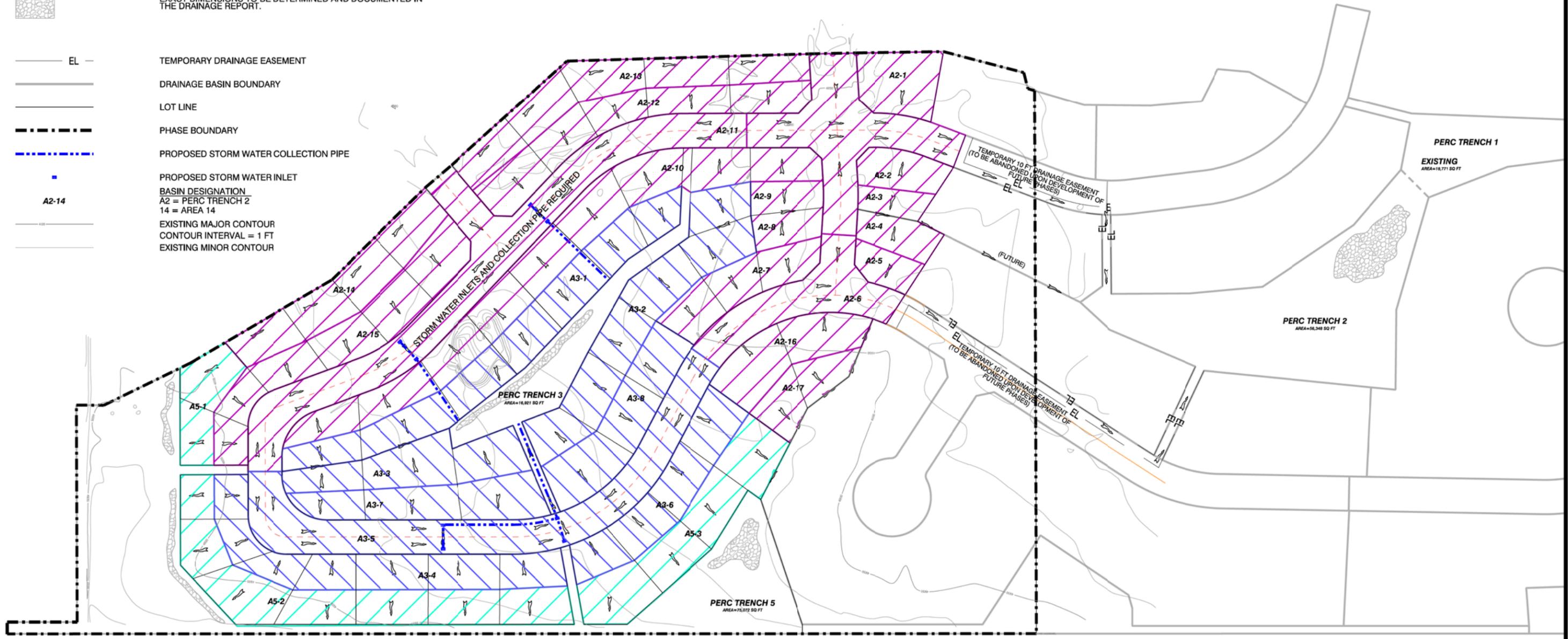
CONTOUR INTERVAL = 1 FT

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EXISTING MINOR CONTOUR



NOTE: EASEMENT DOCUMENTS WILL BE SUBMITTED WITH THE FINAL PLAT



ENGINEER



SAGE CIVIL ENGINEERING AND SURVEYING

2824 BIG HORN AVENUE  
CODY, WY 82414  
PHONE: (307) 527-0915 FAX: (307) 527-0916  
sce@sagecivilengineering.com

PRELIMINARY PLAT - DRAINAGE TRAILHEAD PUD, PHASE 6



DEVELOPER: TRAILHEAD DEVELOPMENT, INC.  
1143 SHERIDAN AVE.  
CODY, WY 82414

Portion of TRACT 39K-A  
Resurvey T.53N., R.101W. 6th P.M.  
City of Cody, Park County, Wyoming

APRIL 28, 2014

4 OF 4

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 RESOLUTION 2014-04 – ADOPTION OF BUILDING CODES**

### **ACTION:**

Adopt Resolution 2014-04 – Adoption of Building Codes.

### **SUMMARY:**

In 2012, the City adopted by resolution The International Plumbing Code, and Chapters 1-10 of The International Residential Code with some exceptions. We neglected to include Chapters 12-32, Appendices A-E and G of the International Residential Code along with some exceptions and modifications that staff feels are necessary. The International Residential Code is set up for use across the US. Most local jurisdictions when adopting the code provide for exceptions and modifications to allow the International Residential Code to represent local jurisdiction needs.

As spelled out in the Resolution, the City staff has proposed that we **not** adopt Chapter 11 of the International Residential Code as this Chapter deals with the Energy Code. Staff has also proposed providing more definition as to what is a retaining wall, clarified what is exempt from permit requirements, modification of the Climatic and Geographic Design Criteria to fit our area of the Country, provided clarity regarding testing of Rough Plumbing, amended the section of plumbing dealing with issues of freezing, provided clarity regarding sewer lateral cover, and provided some clarity regarding some mechanical issues.

### **FISCAL IMPACT**

No City funds will be impacted by the passage of Resolution 2014-04.

### **ALTERNATIVES**

1. Adopt Resolution 2014-04 – Adoption of Building Codes as presented.
2. Adopt Resolution 2014-04 – Adoption of Building Codes as modified.
3. Table or fail to adopt Resolution 2014-04

### **RECOMMENDATION**

Staff recommends that the Council Adopts Resolution 2014-04 – Adoption of Building Codes, as presented.

### **ATTACHMENTS**

Resolution 2014-04

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

N/A

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

## RESOLUTION 2014-04

### A RESOLUTION ADOPTING CODES

#### WITNESSETH:

WHEREAS, the State of Wyoming have granted local enforcement authority for fire, building, existing building standards and electrical standards; and

WHEREAS, 9-2-1 of the Cody City Code states that the City will adopt by resolution, the provisions of the international residential code that the public works director, the city building official and council agree are in the best interest of the city; and

WHEREAS, the City of Cody desires to provide a common set of requirements for the building of residential structures, and that such requirements reflect the name used in the City ordinances.

THEREFORE, BE IT RESOLVED BY THE CITY OF CODY that Chapters 1-10 and Chapters 12-32 of The International Residential Code, 2012 Edition, including Appendices A-E and G, are hereby referred to, adopted, and made a part hereof as though set forth herein, except as such portions are hereinafter excepted, modified or amended as described below:

1. Section R101.1 "Title" shall be modified to read "These provisions shall be known as the *Residential Code for One- and Two-Family Dwellings* of the City of Cody, and shall be cited as such and will be referred to herein as "this code"".
2. Section R102.7 "Existing Structures" shall be modified to read "The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue, without change, except as is specifically covered in this code, or the *International Fire Code*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public."
3. *Part 3 of Building* of Section 105.2 shall be modified to read "Retaining walls which are not over 4 feet (1219 mm) in height, measured from the bottom of the footing to the top of the wall, unless supporting a surcharge. Retaining walls within public easements and rights of way shall require permits."
4. Section R105.2 # 1 (Work exempt from permits) shall be modified to read "One -story detached accessory building that does not exceed 120 square feet in area as measured at the maximum exterior wall dimension"
5. Table R301.2(1) shall be modified to read as follows:

**TABLE R301.2(1)  
CLMATIC AND GEOGRAPHIC DESIGN CRITERIA**

Ground Snow Load		20 psf
Wind Speed (MPH)		90 MPH
Exposure		C
100-Year, 1 Hour Rainfall (inches)	Source: IPC Figure	1.5
Seismic Design Category		C
SUBJECT TO DAMAGE FROM:		
	Weathering	Severe
	Frost Line Depth	48 inches
	Termite	None to
	Decay	None to
Winter Design Temp	Source: IPC Table D-101	-11 degrees F
Ice Shield Underlayment Required	Deleted in its entirety. Source: IRC Table R-301.2(1) Note H.R905.8.3.1,	No
Flood Hazard	Source: IRC Table R-301.2(1) Note - G	9/19/2006
Air Freezing Index	Source: IRC Table R-403.3(2)	3000
Mean Annual Temp	Source: NOAA as referenced By the IBC.	40 degrees F
Heating Degree Days (HDD)	Climate Zone-6B.	7995
Structural Concrete Minimum 28 Day Compressive Strength		4,000 PSI

6. Section R302.1 “Exterior Walls” shall be modified to read “Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with Table R302.1(1).”
7. Section R302.1(2), including footnote “a” is excepted from the Residential Code as adopted by the City of Cody.
8. Section R302.6 and Table 302.6 (Dwelling/Garage Fire Separation) shall be modified by replacing all references to ½” gypsum board with 5/8” Type X gypsum board.
9. Sections R313.1.1, 313.2 and 313.2.1 are excepted from the Residential Code as adopted by the City of Cody.
10. Section R404.1.2.2 “Foundation Walls” shall be modified to read “Minimum steel reinforcement of typical foundation walls shall be #4 rebar, 4’ on center, horizontal and vertical.”
11. Section R501.3 “Fire Protection of Floors” shall be excepted from the Residential Code as adopted by the City of Cody.
12. Section P2503.5.1 “Rough plumbing” shall be modified to read “DWV systems shall be tested on completion of the rough piping installation by water or by air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 10 feet (3048 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.
2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (34 kPa). This pressure shall be held without introduction of additional air for a period of 15 minutes.
13. Section P2705.1.3 shall be modified to read “Where fixtures come in contact with walls and floors, the contact shall be water tight. Water closets (toilets) shall be exempt from this requirement in one and two-family dwellings.”
14. Section P2603.5 “Freezing” shall be modified to read “Water, soil and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperature unless adequate provision is made to protect such pipes from freezing by insulation or heat or both. Exterior water supply system piping shall be installed not less than 66 inches below grade.”
15. Section P2603. 5.1 “Sewer depth” shall be modified to read “Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 48” inches below grade unless adequate provision is made to protect such pipes from freezing by insulation or heat or both.”
16. Section P2905.4 “Water Service Pipe” shall be modified to read “Water piping from the curb stop or meter pit to inside of a building meter or shut-off valve location shall be type K copper, Driscopipe 200 PSI #5100 or equivalent piping material approved by the Public Works Department.”
17. Section M1411.6 shall be excepted from the Residential Code as adopted by the City of Cody.
18. Section M1502.4.2 shall be modified to read “Exhaust ducts shall be supported at intervals not to exceed 8feet (3658 mm) and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints shall be sealed in accordance with Section M1601.4.1. Ducts shall not be joined with screws or similar fasteners. Each vertical riser shall be provided with a means for cleanout located near the bottom of the riser.”

PASSED, APPROVED AND ADOPTED THE 5<sup>th</sup> day of May, 2014.

---

Nancy Tia Brown, Mayor

Attest:

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Cynthia Baker, Administrative Services Officer

**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:	_____April 1, 2014_____
PASSED ON SECOND READING:	_____April 15, 2014_____
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 June 1, 2014.

**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. Businesses in operation who occupy more than one connected or adjoined 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 adjoined 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: Storage Units, 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. Regarding the Storage Units exemption, the City Administrator and/or his/her designee may require monthly garbage collection and payment therefor at the monthly commercial rate for 1x per week. The City Administrator or their designee will require said payment if evidence from the sanitation drivers, with confirmation from the Solid Waste Supervisor, indicates garbage collection services are required.

#### **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 rubbish, garbage, refuse or any waste, combustible substances or materials within the city limits. It shall be unlawful for any person to burn papers, 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, bagged 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 June 1, 2014, 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 <sup>1</sup>
Dumpster	\$13.07	\$8.72	\$21.80
1 roll-out container	\$13.07	\$8.72	\$21.80
2 roll-out containers	\$16.15	\$9.96	\$26.10
3 roll-out containers	\$21.68	\$14.47	\$36.15

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 <sup>1</sup>
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	\$140.04	\$93.46	\$233.50
	6	\$167.74	\$111.94	\$279.69
2 Dumpsters	1	\$57.52	\$38.39	\$95.91
	2	\$112.63	\$75.17	\$187.80
	3	\$167.74	\$111.94	\$279.69
	4	\$222.91	\$148.76	\$371.67
	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	\$112.63	\$75.17	\$187.80
	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	\$140.04	\$93.46	\$233.50
	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	\$828.18	\$552.69	\$1,380.87
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	\$772.76	\$515.71	\$1,288.47
	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 accessed 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:	___April 1, 2014___
PASSED ON SECOND READING:	___April 15, 2014___
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:                   \_\_April 1 2014\_\_\_\_\_  
PASSED ON SECOND READING:               \_\_April 15, 2014\_\_\_\_\_  
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:

<b>SMP Charge</b>	<b>Base Charge</b>	<b>Meter Size</b>
\$ 10 .00	\$ 13.00	<sup>3</sup> / <sub>4</sub> inch
20.00	26.00	1 inch
40.00	52.00	1 <sup>1</sup> / <sub>2</sub> 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 (1<sup>1</sup>/<sub>2</sub>) 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:	___April 1, 2014___
PASSED ON SECOND READING:	___April 15, 2014___
PASSED ON THIRD READING:	_____

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director