

AGENDA

Tuesday, September 2, 2014 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Agenda Review and Approval

Mayor's Recognitions and Announcements

Introduction – Barry Cook, City Administrator

1. Consent Calendar: All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.
  - a. Approve Minutes of the Special Meeting Minutes from 8/14/14 and Regular Meeting Minutes from 08/19/14.
  - b. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract terms July 1, 2014 through May 28, 2015 and January 1, 2015, through June 10, 2015 respectively.
  - c. Authorize the Mayor to enter into and sign the Grant Agreement between the State of Wyoming State Loan and Investment Board (SLIB) and the City of Cody for a Capital Improvement Project-Countywide Consensus Grant for the Glendale Park Project in the amount of up to \$125,000.
  - d. Authorize the Mayor to enter into and sign the Grant Agreement between the State of Wyoming State Loan and Investment Board (SLIB) and the City of Cody for a Capital Improvement Project-Countywide Consensus Grant for the Park Shop Project in the amount of up to \$400,000.
  - e. Award Bid 2014-06 to Fremont Motor Company, Lander for a 2015 Ford F250 4x4 cab and chassis with a Hillsboro body, and trade-in for a net amount of \$23,008.94
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
4. Conduct of Business
  - a. Approve Vouchers and Payroll in the amount of \$783,711.34.
  - b. Consider approving a request from the Yellowstone Quake Hockey League to charge a flat rate of \$3,000 per season for the team (a total of 32 players and coaches) to use the Recreation Center from September 15, 2014 through February 15, 2015.

Staff Reference: Rick Manchester

Spokesperson(s): Deb Simpson and/or Bob Bole, Yellowstone Quake  
Hockey

- c. **ORDINANCE 2014-14 SECOND READING**  
**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A**  
**PORTION OF THE 14<sup>TH</sup> STREET RIGHT OF WAY ADJACENT TO 622**  
**14<sup>TH</sup> STREET AND 1401 WYOMING AVENUE (LOT 8, BLOCK 2,**  
**SECOND ADDITION TO TOWN OF CODY).**

Staff Reference: Todd Stowell, City Planner

- d. **ORDINANCE 2014-15 SECOND READING AS AMENDED**  
**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-**  
**FOOT WIDE ALLEY LOCATED SOUTH OF 1707 29<sup>TH</sup> STREET (LOT**  
**71-28A OF THE MCLAIN SUBDIVISION).**

Staff Reference: Todd Stowell, City Planner

- e. **ORDINANCE 2014-12 – THIRD AND FINAL READING**  
**AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND**  
**2, CONTRACTOR’S LICENSE.**

Staff Reference: Scott Kolpitzke, City Attorney

- f. **ORDINANCE 2014-13 – THIRD AND FINAL READING**  
**AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND**  
**2, CONTRACTOR’S LICENSE.**

Staff Reference: Scott Kolpitzke, City Attorney

5. Tabled Items

6. Matters from Staff Members or Council Members

**City of Cody**  
**Council Proceedings**  
**Thursday, August 14, 2014**

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, August 14, 2014 at 4:15 p.m.

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

Absent: Mayor Nancy Tia Brown and Council Members Jerry Fritz

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

The Governing Body discussed the request from Ken Posey, Cody Country Car Show to utilize picnic tables for their event the night of August 22<sup>nd</sup>. Staff was directed to put this item on the Consent Calendar for the August 19<sup>th</sup> meeting.

The Governing Body discussed Professional Services provided by GDA Engineers. Dustin Spomer and Rick Patton with GDA provided the Governing Body with background information on who they are and what services they provide. No action was taken.

Glenn Nielson discussed with the Governing Body his request to de-annex approximately 372 acres west of Skyline Drive from the City of Cody. Todd Stowell, City Planner provided information on the procedure and utilities. Staff was directed to notify Glenn Nielson when the City hears from Rocky Mountain Power on the service of the electricity and proceed with the appropriate process.

The Governing Body discussed taking over a driveway that connects Aspen and Meadow Lane as an alley. Staff was directed to proceed initially with obtaining an easement, with alternatives if not obtainable.

Rick Manchester, Parks, Public Facilities and Recreation Director informed the Governing Body that the City of Cody as a community has been awarded the Senior Olympics events for the winter of 2015 and 2016. Staff was directed to put this item on the Consent Calendar for the August 19<sup>th</sup> meeting.

Todd Stowell, City Planner discussed with the Governing Body the Accessory Dwelling Units Ordinance. Council Members asked questions and for clarifications. The sub-committee may reconvene, as well as, other Council Members are to communicate their concerns to staff.

The Governing Body reviewed the August 19, 2014 agenda. No action was taken.

Council President adjourned the meeting at 6:19 p.m.

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Cynthia D Baker  
Administrative Services Officer

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Steve Miller  
Council President

**City of Cody**  
**Council Proceedings**  
**Tuesday, August 5, 2014**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, August 19, 2014 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Bryan Edwards, Jerry Fritz, Landon Greer, and Stan Wolz, Acting City Administrator Rick Manchester, City Attorney Scott Kolpitzke and Administrative Services Officer, Cindy Baker.

Absent: Council Member Steve Miller.

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

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

Council Member Fritz made a motion seconded by Council Member Anderson to approve the consent calendar as revised including approval of Minutes of the Regular Meeting Minutes from 08/05/14; approve Vouchers and Payroll in the amount of \$1,638,713.66; authorize the Mayor to enter into and sign a Wyoming Arts Council Grant Award Agreement between the City of Cody and the Wyoming Arts Council in the amount of \$4,816.00 for the summer Concerts in the Park; declare equipment as surplus and authorize staff to proceed with the sale of these items through an online auction process; approve a request from the Cody Wild West River Fest Steering Committee to utilize City snow fence to block off the beer gardens at Canal Park on Friday, August 22<sup>nd</sup> and City Park on Saturday, August 23<sup>rd</sup>; authorize staff to issue reimbursement checks outside of the normal accounts payable schedule to the assisting agencies for the Hells Angels event; approve the uncollectable account write offs in the amount of \$38,415.66; declare 56 used distribution transformers as surplus and authorize staff to proceed with the sale of these transformers through a bid process; award Bid 2014-04 to Greiner Motor Company, of Casper, in the amount of \$53,795.00 for a 2015 ¾ ton 4x4 Cab and Chassis w/Chassis Mounted Animal Control Unit; award Bid 2014-05 to Greiner Motor Company, of Casper, with trade-in for a net amount of \$23,627.00 for a 2015 AWD Police Car; approve a request from Cody Country Car Show Committee to utilize City picnic tables for their event the night of August 22<sup>nd</sup>; approve the request from the Wyoming Senior Olympics Committee for support of the Winter Games by hosting events in 2015 and 2016. Support will be shown by allowing City staff to lead planning and work during the competitions. Vote was unanimous.

At 7:15 p.m. Mayor Brown entered into a public hearing to determine if it is in the public's interest to vacate, abandon and convey a 4-foot wide strip of the 14<sup>th</sup> Street right-of-way adjacent to 622 14<sup>th</sup> Street and 1401 Wyoming Ave. Todd Stowell, City Planner, provided background information as it relates to this request. John Parko had a question for clarification. Art Lovell also provided additional comments and further clarification. After calling for comments three times and there being none the Mayor entered into the second public hearing at 7:26 p.m. for a public hearing to determine if it is in the public's interest to vacate, abandon and convey a 10-foot wide alley located south of 1707 29<sup>th</sup> Street (Lot 71-28A of McLain Subdivision). Todd Stowell, City Planner, provided background information as it relates to this request. Nancy Krueger provided addition comments in reference to her request. After calling for comments three times and there being none the Mayor closed the public hearing at 7:37 p.m.

Council Member Wolz made a motion seconded by Council Member Anderson to authorize a request from Leonard Moore, with Pat O'Hara Brewing Co. to close 15<sup>th</sup> Street from Sheridan Ave. to the Alley on Thursday, September 18, 2014 from 3 p.m. to 10 p.m. and approve a request for an Open Container Permit for the event, with concessions as discussed during the meeting. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Greer to consider a request to allow a vault restroom facility at the tennis complex under construction at the middle school, with the understanding that if City sewer becomes available in the immediate area, or if health concerns develop, the Council can require connection to City sewer in the future. Noting approval by the Planning & Zoning Board is still pending pertaining to the location of the restroom facility. Vote was unanimous.

**RESOLUTION 2014-07**

**A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2014-2015.** Council Member Greer made a motion seconded by Council Member Anderson to approve Resolution 2014-07. Vote was unanimous.

**ORDINANCE 2014-14 FIRST READING**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 14<sup>TH</sup> STREET RIGHT OF WAY ADJACENT TO 622 14<sup>TH</sup> STREET AND 1401 WYOMING AVENUE (LOT 8, BLOCK 2, SECOND ADDITION TO TOWN OF CODY).** Council Member Fritz made a motion seconded by Council Member Edwards to approve Ordinance 2014-14 on First Reading. Vote was unanimous.

**ORDINANCE 2014-15 FIRST READING**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-FOOT WIDE ALLEY LOCATED SOUTH OF 1707 29<sup>TH</sup> STREET (LOT 71-28A OF THE MCLAIN SUBDIVISION).** Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-15 on First Reading.

Council Member Fritz made a motion seconded by Council Member Anderson to authorize the Mayor to enter into and sign Amendment #1 to the Grant Agreement between the City of Cody and the Wyoming Business Council for the Cody Labs Addition. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Fritz to remove Ordinance 2014-12 from the Tabled Items. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Fritz to remove Ordinance 2014-13 from the Tabled Items. Vote was unanimous.

**ORDINANCE 2014-12 – SECOND READING**

**AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR’S LICENSE.** Council Member Anderson made a motion seconded by Council Member Edwards to approve Ordinance 2014-12 on Second Reading. Vote was unanimous.

**ORDINANCE 2014-13 – SECOND READING AS AMENDED**

**AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR’S LICENSE.** Council Member Wolz made a motion seconded by Council Member Anderson to approve Ordinance 2014-13 on Second Reading as amended. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:16 p.m.

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Cindy Baker  
Administrative Services Officer

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Nancy Tia Brown  
Mayor

POLICE DEPARTMENT  
CITY OF CODY

August 14, 2014

To: Cindy Baker, Administrative Services Officer

From: Perry Rockvam, Chief of Police

Subject: **REQUESTING MAYOR'S SIGNATURE ON GRANTS INVOLVING  
TOBACCO AND ALCOHOL COMPLIANCE CHECKS**

1. On Wednesday, August 13, 2014, I received the 2014-2015 Alcohol and Tobacco Compliance contracts from the Wyoming Association of Sheriffs and Chiefs of Police (WASCOP). I am forwarding the contracts to you and requesting that the contracts be placed on the Council agenda for review and approval.
2. The following enclosures are attached:
  - a. Tobacco Compliance Contract (WASCOP copy)
  - b. Tobacco Compliance Contract (City copy)
  - c. Alcohol Compliance Contract (WASCOP copy)
  - d. Alcohol Compliance Contract (City copy)
3. For your REVIEW and ATTENTION.



Perry Rockvam, Chief

## Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2015, through June 10, 2015. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
  - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Tobacco compliance inspections as follows:
    - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
    - 2) **The first tobacco compliance inspections must take place between January 1, 2015, and March 31, 2015. The second tobacco compliance inspections must take place between April 1, 2015, and June 10, 2015.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Tobacco compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
- A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
- A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
  - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract 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.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department 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.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

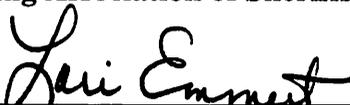
- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

  
\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2014

Date

**Department**

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\_\_\_\_\_

\_\_\_\_\_  
Date

## Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2015, through June 10, 2015. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
  - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Tobacco compliance inspections as follows:
    - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
    - 2) **The first tobacco compliance inspections must take place between January 1, 2015, and March 31, 2015. The second tobacco compliance inspections must take place between April 1, 2015, and June 10, 2015.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Tobacco compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
  - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

Department shall cooperate fully with other contractors and the Association in all such cases.

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
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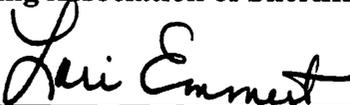
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- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
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- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

  
\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2014

Date

**Department**

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

\_\_\_\_\_  
Date

## Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2014, through May 28, 2015. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
  - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty five dollars (\$85.00) per inspection.
    - 1) From the eighty five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Alcohol compliance inspections as follows:
    - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
    - 2) **The first Alcohol compliance inspections must take place between July 1, 2014 and December 31, 2014. The second Alcohol compliance inspections must take place between January 1, 2015, and May 28, 2015.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Alcohol compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
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- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
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The effective date of this Contract is the date of the signature last affixed to this page.

**Wyoming Association of Sheriffs and Chiefs of Police**



\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2014

Date

**Department**

\_\_\_\_\_

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Date

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- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in

accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Grant Agreement.

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

  
\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

July 1, 2014

Date

**Department**

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

\_\_\_\_\_

Date



**TABLE OF CONTENTS**

**BID NO. 2014-06 (1) New 2015 ¾ Ton 4X4 Pickup w/Flatbed**

**DOCUMENTS INCLUDED IN PACKET FOR BID NO 2014-06**

|   | <u>Pages</u> |
|---|--------------|
| <b>1. ADVERTISEMENT FOR BID (ON THIS PAGE, BELOW) ↓</b> | <b>1</b>     |
| <b>2. INSTRUCTION SHEET</b>                             | <b>2</b>     |
| <b>3. BID PROPOSAL</b>                                  | <b>3</b>     |
| <b>4. SPECIFICATIONS</b>                                | <b>4-5</b>   |
| <b>5. FLATBED SPECIFICATIONS</b>                        | <b>6</b>     |

**For more information: City of Cody 307-527-7511**

\*\*\*\*\*

**Bid No. 2014-06  
(1) New 2015 ¾ Ton 4X4 Pickup w/Flatbed**

The City of Cody will receive sealed bids until 2:00 p.m., 8/19/14 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2015 ¾ Ton 4X4 Pickup w/Flatbed** with an option to trade in **(1) 2003 Ford F250 Crew Cab Pickup w/Flatbed**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing [kylieh@cityofcody.com](mailto:kylieh@cityofcody.com). Direct any questions to Rob Kramer at 587-2958.

The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City. No bid may be considered unless accompanied by the required bid guarantee of **5%** of the total bid amount.

Dated this 28<sup>th</sup> day of July, 2014

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Officer

PUBLISH: August 5<sup>th</sup>, 2014  
August 12<sup>th</sup>, 2014



**INSTRUCTIONS: (1) New 2015 ¾ Ton 4X4 Pickup  
w/Flatbed  
BID REQUEST NUMBER 2014-06**

The Bidder agrees to provide **(1) New 2015 ¾ Ton 4X4 Pickup w/Flatbed**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bidder shall complete every space in the Bid 2014-06 City of Cody Specifications Form on pages 4-6 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

The bidder warrants that he has read and understands the requirements of the City of Cody, that he encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, dealer preparation, and all other costs of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 5% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and may reject any and all bids or make substitution, waive defects it deems unsubstantial in any bid, and that if an award is made, they will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-106 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

All material provided under this bid shall be new and unused. Bid documents may be obtained from:

City of Cody  
P.O. Box 2200  
1338 Rumsey Avenue  
Cody, Wyoming 82414  
(307) 527-7511

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2014-06, (1) New 2015 ¾ Ton 4X4 Pickup with Flatbed**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 8/19/14. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form  
**Bid No. 2014-06 (1) New 2015 ¾ Ton 4X4 Pickup w/Flatbed**  
 City of Cody, Wyoming



Governing Body  
 City of Cody  
 PO Box 2200  
 1338 Rumsey Avenue  
 Cody, WY 82414

The undersigned Bidder agrees to provide **(1) New 2015 ¾ Ton 4X4 Pickup crew cab w/ flatbed**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid will include a trade-in value for a **2003 Ford F250 Crew Cab Pickup w/Flatbed 1FTNW21S43ED85960**.  
 The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th St. Cody, WY 82414.

| Bid Schedule       | Quantity | Unit | Total Price |
|--------------------|----------|------|-------------|
| Bid for:           |          |      | \$ _____    |
| Less trade if any: |          |      | \$( _____ ) |
| Net Total Bid      |          |      | \$ _____    |

The undersigned warrants that he/she has read and understands the requirements of the City of Cody, that he/she encloses a bid bond in the amount of not less than **five percent (5%)** of the "TOTAL BID" amount, and that the bid price represents all costs to the City of Cody including delivery, setup, installation and testing of providing the unit in accordance with the specifications therefore. All bid guarantees must be received in the form of a bid bond, cashier's check or money order. No personal or business checks will be accepted as a bid guarantee. If a bid is received without the necessary 10% bid guarantee it will be rejected. The undersigned further understands that the Governing Body of the City of Cody shall determine in its sole discretion the most responsible bidder, and the Governing Body may reject any and all bids or make substitutions, waive defects deemed unsubstantial in any bid, and that if an award is made, the Governing Body will award the bid in the best interest of the City. Award of bid is subject to budget appropriation for this purchase.

The offer made herein shall be binding for 30 days after the date of bid opening.

Award of bid shall be made by Notice of Award, which shall be accompanied by a binding agreement to supply the unit pursuant to the bid documents. Bidder warrants that Bidder has read the proposed agreement and agrees to the terms and conditions contained therein. The unit shall be delivered and tested within the time frame specified by the Bidder upon receipt of order.

Payment shall be made within 30 days after the delivery and acceptance of the unit.

Date \_\_\_\_\_

\_\_\_\_\_ Signature

\_\_\_\_\_ Typed or Printed Name

\_\_\_\_\_ Company

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

\_\_\_\_\_ City, State and Zip

\_\_\_\_\_ E-mail Address

## City of Cody

### Specifications for (1) New 2015 ¾ Ton 4X4 Pickup

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

#### A. GENERAL

YES NO

1. SIZE: 4 door crew cab, ¾ Ton, Four wheel drive, cab & chassis . \_\_\_\_\_

2. EXTERIOR COLOR: Bright White. \_\_\_\_\_

#### B. ENGINE AND POWER TRAIN

1. ENGINE SIZE: V-8 gasoline powered engine of at least 6.0 liters. \_\_\_\_\_

2. ENGINE BLOCK HEATER: Factory installed. \_\_\_\_\_

3. TRANSMISSION: Heavy duty 6 speed automatic w/overdrive,  
With auxiliary external oil cooler, heavy duty air to oil. \_\_\_\_\_

4. DIFFERENTIAL: Standard. \_\_\_\_\_

5. DIFFERENTIAL RATIO: Approximately 3:73. \_\_\_\_\_

6. ENGINE OIL COOLER: Heavy duty air to oil \_\_\_\_\_

7. Automatic locking hubs \_\_\_\_\_

#### C. SUSPENSION & RUNNING GEAR

1. SUSPENSION: Handling/trailering, Heavy duty. \_\_\_\_\_

2. BRAKES: Heavy duty four way Anti-Lock Brakes. \_\_\_\_\_

3. WHEELS & TIRES: (5) full size wheels & All Season radial tires  
to meet the maximum G.V.W. rating of the vehicle being bid. \_\_\_\_\_

4. WHEEL BASE: Minimum of 160.0 inches. \_\_\_\_\_

5. STEERING: Factory installed power steering. \_\_\_\_\_

6. FRONT TOW HOOKS: Factory installed. \_\_\_\_\_

7. GROSS VEHICLE WEIGHT: Minimum G.V.W. of 9000 lbs. \_\_\_\_\_

8. Trailer towing package with receiver hitch \_\_\_\_\_

**D. ELECTRICAL SYSTEM**

**YES NO**

- 1. BATTERY: Maintenance free heavy-duty with a min. of 600 CCA. \_\_\_\_\_
- 2. ALTERNATOR: (12) volts, 150 amp minimum. \_\_\_\_\_
- 3. GAUGES or INDICATORS: Factory installed to monitor alternator function, engine oil pressure and engine temp. \_\_\_\_\_
- 4. TRAILER BRAKE CONTROLLER: Integrated w/wiring harness to the end of frame. \_\_\_\_\_

**E. BODY & INTERIOR**

- 1. WINDSHIELD WIPERS: Multi-speed w/intermittent system. \_\_\_\_\_
- 2. RADIO: AM/FM, CD w/ clock. \_\_\_\_\_
- 3. WINDOWS AND LOCKS: Power windows and locks. Dealer to supply (2) sets of keys. \_\_\_\_\_
- 4. STEERING WHEEL: Comfort tilt. \_\_\_\_\_
- 5. MIRRORS: Dual outside trailer tow rear view mirrors, mounted below eye level. \_\_\_\_\_
- 6. HEATER AND AIR CONDITIONER: Factory installed manual control. \_\_\_\_\_
- 7. SEATS: Heavy duty cloth 40/20/40 bench type seat. \_\_\_\_\_
- 8. FLOOR MATS: Heavy duty rubber, factory supplied. \_\_\_\_\_
- 9. GLASS: Solar Ray Tinted Windows. \_\_\_\_\_

**F. MISCELLANEOUS**

- 1. Full manufacturer’s standard warranty. \_\_\_\_\_
- 2. Dealer order form showing all equipment being bid. \_\_\_\_\_
- 3. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder’s place of business for all warranty work that the City may require on the vehicle. \_\_\_\_\_
- 4. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody. \_\_\_\_\_

**OPTIONAL TRADE-IN**

The City of Cody may choose, at its sole discretion, to trade-in a **2003 Ford F250 Crew Cab Pickup w/Flatbed 1FTNW21S43ED85960**. Trade-in shall be in “AS IS” condition at the time of the bid opening. This vehicle will be available for inspection at the City of Cody, Public Works Shop, 119 19<sup>th</sup> St., by appointment only. Bidder shall state the amount of allowance to be deducted from the bidder’s proposal on the attached Bid Proposal Form should the City of Cody select this option.

## City of Cody

### Minimum Specifications for Flatbed

THE BIDDER SHALL COMPLETE EVERY SPACE BY PLACING A CHECK MARK UNDER THE **YES** OR **NO** COLUMN TO INDICATE THAT THE ITEM BEING BID IS EXACTLY AS SPECIFIED. ALL **NO** RESPONSES SHALL BE EXPLAINED IN DETAIL ON AN ATTACHED SHEET.

|   | YES   | NO    |
|---|-------|-------|
| 1. Hillsboro steel GII or equivalent. Long Box                    | _____ | _____ |
| 2. Louvered headache rack with LED lights.                        | _____ | _____ |
| 3 All lighting to be LED and comply with FMVCC/CMVSS regulations. | _____ | _____ |
| 4. Inboard stake pockets.   | _____ | _____ |
| 5. 6" fold-down sides w/multiple tie locations.                   | _____ | _____ |
| 6. Rear tailboard with receiver hitch.                            | _____ | _____ |
| 7. Board holders across front and back of bed.                    | _____ | _____ |
| 8. 7 wire trailer socket.   | _____ | _____ |
| 9. Painted black.   | _____ | _____ |

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement**

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Cody (Grantee), whose address is P.O. Box 2200, Cody, WY 82414.
2. **Purpose of Agreement.** On August 14, 2014, the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00), to be used for the following SLIB-approved project:

Glendale Park Project

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

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

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it \_\_\_\_\_.
4. **Responsibilities of Grantee.** The Grantee agrees:
  - A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**
  - B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.
  - C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have

been incurred for the purpose for which the grant was made, and are then due and owing.

- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.

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

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**
  - (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of

the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to “Mineral Royalty Grants” and clicking on “Grant Draft Request”. Then, a “File Download” menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-13481 PA.  
SLIB: 100%  
LOCAL: 0%  
Requested By: City of Cody  
Project Description: Glendale Park Project  
Amount of Funds Approved for Project: \$125,000.00  
Amount of Engineering Approved for Project should be: \$25,000.00

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

Type the Name & Title for the By Signature  
Type the Name & Title for the Attest Signature  
Type the Name of the Contact Person  
Type the Phone number of the contact person  
Type the e-mail address of the contact person

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

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor’s office, typically on Monday and Thursday of each week.
- (v) To verify a payment, use the on-line payment search at [http://sao.state.wy.us/EFT\\_Search\\_page.htm](http://sao.state.wy.us/EFT_Search_page.htm), on the State Auditor’s website, by selecting “Vendor Payments Search” and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click “Submit.” Once you

have the results, you can click on the titles at the top of the page to sort by column.

- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 100%.
- C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$25,000.00.
- D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

## 7. General Provisions.

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.
- D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this

Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

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

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

**WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Bridget Hill, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Cody

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

.....  
Please print  
name and title  
below signature  
line.  
.....

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Nicholas, Assistant Attorney General

\_\_\_\_\_  
Date

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement  
Attachment A**

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

None

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

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

**The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.**

**For questions about the Certification, please contact Dawn Karban ([dawn.karban1@wyo.gov](mailto:dawn.karban1@wyo.gov) or 307-777-7309) or Cori Phelps ([cori.phelps@wyo.gov](mailto:cori.phelps@wyo.gov) or 307-777-7453).**

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement**

1. **Parties.** The parties to this Agreement are the Wyoming Office of State Lands and Investments (Office of State Lands), whose address is 122 West 25th Street, Cheyenne, Wyoming, 82001, and the grant recipient, City of Cody (Grantee), whose address is P.O. Box 2200, Cody, WY 82414.
2. **Purpose of Agreement.** On August 14, 2014, the State Loan and Investment Board (SLIB) approved a grant from Chapter 32, Capital Improvement Projects-Countywide Consensus List Awards, up to the amount of Four Hundred Thousand Dollars and 00/100 (\$400,000.00), to be used for the following SLIB-approved project:

Park Shop Project

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

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

3. **Term of Agreement and Required Approvals.** This agreement is effective when all parties have executed it \_\_\_\_\_.
4. **Responsibilities of Grantee.** The Grantee agrees:
  - A. **Grantee shall comply with the special conditions set out on Attachment A to this Agreement and incorporated herein by reference.**
  - B. The granted funds are to be spent only for the described purpose or project in the submitted application, and for no other purpose or project.
  - C. Requests for disbursements of funds shall be supported by adequate proof submitted by the Grantee showing that such obligations have

been incurred for the purpose for which the grant was made, and are then due and owing.

- D. The Grantee will establish and maintain sufficient internal controls to ensure that grant funds are spent in accordance with this agreement, SLIB rules, and all other state and federal laws.
- E. If any of the granted funds are not utilized for the above-described project or purpose, the Grantee shall repay such funds immediately to the SLIB. The Grantee further agrees to provide the Office of State Lands, upon request, a full and complete accounting as to the use and distribution of the granted funds; said accounting to be done in accordance with generally accepted accounting principles and shall be provided to the SLIB within a reasonable time.
- F. The Office of State Lands, or another approved designee of the SLIB, may perform an audit or examination of the books and records of the grant at any time and without notice, and that the SLIB or its designee may at any time without notice perform on-site visits and inspections of the project being funded.
- G. The Grantee shall comply with all applicable state and federal laws, rules, and regulations, including compliance with the provisions of Wyo. Stat. § 16-6-1001, Article 10, *Capital Construction Projects Temporary Restrictions*, if receiving funding from Chapter 32 Capital Improvement Projects-Countywide Consensus List Awards.

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

- A. To furnish granted funds only as needed to discharge obligations incurred by the Grantee for its approved project, provided that the obligations incurred are eligible for funding under SLIB Chapter 32 rules, under this agreement and other state law, and provided further that the Grantee is in compliance with this agreement, SLIB rules, and all other state and federal laws.

6. **Special Provisions.**

- A. **To request reimbursement for eligible expenditures, a Grant Draft Request (GDR) form must be completed, and submitted (original signatures required) with a copy of each invoice detailing the expenditures, the SLIB share, and SLIB share of Engineering.**
  - (i) All GDR forms must be signed by your authorized signatories. By submission of a GDR, the Grantee hereby warrants that the signatories of the grant draft request form are authorized to sign on behalf of the Grantee. It always remains the responsibility of

the Grantee for ensuring that grant funds are spent in accordance with this agreement, and state and federal law.

- (ii) An electronic copy of the GDR form (with or without formulas) is available on our web site, by going to <http://lands.wyo.gov>, clicking on Grants & Loans in the top menu bar, going to “Mineral Royalty Grants” and clicking on “Grant Draft Request”. Then, a “File Download” menu will appear—click on Save, and be sure to note where the file is saved. Open the file that you just saved, click on the tab you would like to view or work with, such as Example GDR with formulas, GDR with Formulas, or GDR without Formulas.
- (iii) The Office of State Lands recommends using the GDR with Formulas, to automatically calculate the SLIB Amount for each invoice. Update the form with the following information:

Grant NO.: CWC-13480 PA.  
SLIB: 100%  
LOCAL: 0%  
Requested By: City of Cody  
Project Description: Park Shop Project  
Amount of Funds Approved for Project: \$400,000.00  
Amount of Engineering Approved for Project should be: \$80,000.00

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

Type the Name & Title for the By Signature  
Type the Name & Title for the Attest Signature  
Type the Name of the Contact Person  
Type the Phone number of the contact person  
Type the e-mail address of the contact person

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

- (iv) Upon receipt, the Office of State Lands will review for accuracy, eligibility, and submit for processing. Payments will be issued directly from the Wyoming State Auditor’s office, typically on Monday and Thursday of each week.
- (v) To verify a payment, use the on-line payment search at [http://sao.state.wy.us/EFT\\_Search\\_page.htm](http://sao.state.wy.us/EFT_Search_page.htm), on the State Auditor’s website, by selecting “Vendor Payments Search” and entering as much information as possible. (The Office of State Lands is linked to Dept 060, you are the vendor, the Document will begin with the Grant number), click “Submit.” Once you

have the results, you can click on the titles at the top of the page to sort by column.

- B. Disbursement requests submitted will be paid by percentage only, and not paid in full. The percentage of payment is based on the amount approved by the SLIB as a percentage of the total eligible project cost given in the application. The SLIB's disbursement percentage for this project is 100%.
- C. According to Chapter 32, Section 4(b)(iii), the maximum amount reimbursable for engineering costs is limited to 20% of the grant amount approved, if applicable \$80,000.00.
- D. If the SLIB provides additional funding for this project, the Office of State Lands will recalculate the disbursement percentage and will make disbursements based upon that percentage. The Office of State Lands will allow additional payments to bring the SLIB's disbursement percentage to the current percentage approved by the SLIB.
- E. For questions about the form, reimbursement process, or eligible items please contact Dawn Karban (dawn.karban1@wyo.gov or 307-777-7309) Cori Phelps (cori.phelps@wyo.gov or 307-777-7453).

**7. General Provisions.**

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law/Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment/Contract Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The Grantee shall not use this Agreement, or any portion thereof for collateral for any financial obligation.
- D. **Audit/Access to Records.** The Office of State Lands and its representatives shall have access to any books, documents, papers, electronic data and records of the Grantee which are pertinent to this Agreement.

- E. Compliance with Laws.** The Grantee shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of seven (7) pages and Attachment A, one (1) page, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- G. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes completely beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- I. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- J. Sovereign Immunity.** The State of Wyoming, the SLIB, and the Office of State Lands do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.
- K. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this

Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

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

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

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

**WYOMING OFFICE OF STATE LANDS AND INVESTMENTS:**

\_\_\_\_\_  
Bridget Hill, Director

\_\_\_\_\_  
Date

**GRANTEE:**  
City of Cody

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
Date

: Please print  
: name and title  
: below signature  
: line.

H  
E  
R  
E

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

\_\_\_\_\_  
Megan Nicholas, Assistant Attorney General

\_\_\_\_\_  
Date

STATE OF WYOMING  
STATE LOAN AND INVESTMENT BOARD

**Grant Agreement  
Attachment A**

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

None

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

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

**The Certification must be submitted prior to submitting the first Grant Draft Request (GDR) or with the first GDR. The Office of State Lands must receive the certification before any GDRs can be reviewed and processed. In addition, the Grantee must reference which grants the completed certification is referencing.**

**For questions about the Certification, please contact Dawn Karban ([dawn.karban1@wyo.gov](mailto:dawn.karban1@wyo.gov) or 307-777-7309) or Cori Phelps ([cori.phelps@wyo.gov](mailto:cori.phelps@wyo.gov) or 307-777-7453).**

|                      |                      |
|----------------------|----------------------|
| MEETING DATE:        | SEPTEMBER 2,<br>2014 |
| DEPARTMENT:          | PUBLIC WORKS         |
| PREPARED BY:         | ROB KRAMER           |
| DEPT. DIR. APPROVAL: | _____                |
| CITY ADM. APPROVAL:  | _____                |

**AGENDA ITEM SUMMARY REPORT**

**Bid 2014-06 (1) New 2015 ¾ Ton 4X4 Pickup w/Flatbed**

**BACKGROUND**

A request was made in FY 2014/2015 for the purchase of (1) new ¾ ton 4x4 pickup w/flatbed. This pickup is replacing a similar 2003 pickup within the Electric Division. Bid packets for Bid 2014-06 were sent to six companies. These companies were; Greiner Motor (of Douglas and Casper), Spradley Barr Motors, Denny Menholt, Fremont Motor Companies (of Lander, Riverton and Cody), Castle Rock Dodge and Halladay Motors.

**SUMMARY**

Seven bidders submitted (7) bids for Bid 2014-06. These bids were opened at City Hall on August 19<sup>th</sup>, 2014 at 2:00 p.m.

Denny Menholt Chevrolet Buick GMC, of Cody, submitted one bid for one 2015 Chevrolet Silverado HD 4x4 cab and chassis with a Hillsboro II body in the amount of \$32,455.00, less a trade in value of \$8,500.00, leaving a net total bid of \$23,955.00.

Fremont Motor Company, of Cody, submitted one bid for one 2015 F250 SD 4x4 cab and chassis with a Hillsboro II body in the amount of \$30,275.94, less a trade in value of \$7,000.00, leaving a net total bid of \$23,275.94.

Fremont Motors Company, of Lander, submitted one bid for one 2015 Ford F250 SD 4x4 cab and chassis with a Hillsboro II body in the amount of \$30,108.94, less a trade in value of \$7,100.00, leaving a net total bid of \$23,008.94.

Greiner Motor Company, of Casper, submitted one bid for one 2015 Ford F250 4x4 cab and chassis with a Blue Ridge body in the amount of \$30,147.00, less a trade in value of \$7,000.00, leaving a net total bid of \$23,147.00.

Greiner Motor Company, of Douglas, submitted one bid for one 2015 Dodge 2500 4x4 cab and chassis with a Blue Ridge body in the amount of \$32,735.00, less a trade in value of \$7,000.00, leaving a net total bid of \$25,735.00.

Halladay Motors, of Cheyenne, submitted one bid for one 2015 GMC 2500HD 4x4 cab and chassis with a flatbed body, in the amount of \$33,150.00, less a trade in value of \$6,000.00, leaving a net total bid of \$27,150.00.

Spradley Barr Motors, Inc., of Cheyenne, submitted one bid for one 2015 Ford F250 4x4 cab and chassis with a flatbed body, in the amount of \$30,078.00, less a trade in value of \$7,000.00, leaving a net total bid of \$23,078.00.

**FISCAL IMPACT**

Funding for this equipment was budgeted for and approved in the Fiscal Year 2014/2015 budget.

**ALTERNATIVES**

Approve or deny the award of Bid 2014-06 to Fremont Motors Company, of Lander, for a 2015 Ford F250 4x4 cab and chassis with a Hillsboro body, and a trade-in for a net amount of \$23,008.94.

**RECOMMENDATION**

Staff recommends the City Council award Bid 2014-06 to Fremont Motors Company, of Lander, for a 2015 Ford F250 4x4 cab and chassis with a Hillsboro body, and a trade-in for a net amount of \$23,008.94.

**ATTACHMENTS**

1. Bid packet 2014-06

**AGENDA & SUMMARY REPORT TO:**

1. Denny Menholt Chevrolet Buick GMC, [b.miller1962@hotmail.com](mailto:b.miller1962@hotmail.com)
2. Greiner Motor Company – Casper and Douglas, [brett.osborne@greinermotors.com](mailto:brett.osborne@greinermotors.com)
3. Fremont Motor Company, [jdonald@fremontmotors.com](mailto:jdonald@fremontmotors.com)
4. Fremont Motors Company, [ahartenstein@fremontmotors.com](mailto:ahartenstein@fremontmotors.com)
5. Spradley Barr Motors, Inc., [dsutherland@spradleybarrcheyenne.com](mailto:dsutherland@spradleybarrcheyenne.com)
6. Halladay Motors, [dbeaman@halladaymotors.com](mailto:dbeaman@halladaymotors.com)

| Vendor Name<br>Vendor No                | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|---|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| <b>ACE HARDWARE</b>                     |                |                           |              |                    |             |            |                  |
| <b>2390</b>                             |                |                           |              |                    |             |            |                  |
|   | 286776         | BOLT C05 SANITATION       | 07/28/2014   | 1.99               | 1.99        | 09/03/2014 |                  |
|   | 288074         | EXIT LIGHT BATTERIES      | 08/13/2014   | 58.97              | 58.97       | 09/03/2014 |                  |
|   | 288171         | SKYLINE SUBDIVISION CABLE | 08/14/2014   | 13.97              | 13.97       | 09/03/2014 |                  |
|   | 288206         | SUPPLIES                  | 08/14/2014   | 5.49               | 5.49        | 09/03/2014 |                  |
|   | 288253         | SKYLINE SUBDIVISION       | 08/15/2014   | 7.96               | 7.96        | 09/03/2014 |                  |
|   | 288422         | SPRAYER                   | 08/18/2014   | 16.99              | 16.99       | 09/03/2014 |                  |
|   | 288542         | NUTS & BOLTS              | 08/19/2014   | .55                | .55         | 09/03/2014 |                  |
| Total 2390:                             |                |                           |              | 105.92             | 105.92      |            |                  |
| <b>ADVANCED INFO SYSTEMS</b>            |                |                           |              |                    |             |            |                  |
| <b>129162</b>                           |                |                           |              |                    |             |            |                  |
|   | 11663          | CYCLE 1 OUTSOURCE BILLS   | 08/15/2014   | 396.03             | 396.03      | 09/03/2014 |                  |
| Total 129162:                           |                |                           |              | 396.03             | 396.03      |            |                  |
| <b>AL'S APPLIANCE</b>                   |                |                           |              |                    |             |            |                  |
| <b>410</b>                              |                |                           |              |                    |             |            |                  |
|   | 5021972        | DRYER REPAIR - REC CENTER | 08/12/2014   | 114.40             | 114.40      | 09/03/2014 |                  |
| Total 410:                              |                |                           |              | 114.40             | 114.40      |            |                  |
| <b>AMERICAN WELDING &amp; GAS, INC.</b> |                |                           |              |                    |             |            |                  |
| <b>128592</b>                           |                |                           |              |                    |             |            |                  |
|   | 02867094       | CO2                       | 08/15/2014   | 36.29              | 36.29       | 09/03/2014 |                  |
| Total 128592:                           |                |                           |              | 36.29              | 36.29       |            |                  |
| <b>APPLIED GRAPHICS</b>                 |                |                           |              |                    |             |            |                  |
| <b>123465</b>                           |                |                           |              |                    |             |            |                  |
|   | 5703           | TINY TOTS SIGN            | 08/11/2014   | 65.00              | 65.00       | 09/03/2014 |                  |
| Total 123465:                           |                |                           |              | 65.00              | 65.00       |            |                  |
| <b>BEAR CO, INC</b>                     |                |                           |              |                    |             |            |                  |
| <b>1010</b>                             |                |                           |              |                    |             |            |                  |
|   | 180610         | RECAPS                    | 07/01/2014   | 1,723.85           | 1,723.85    | 09/03/2014 |                  |
|   | 180751         | TUBE PARKS I09            | 07/01/2014   | 14.50              | 14.50       | 09/03/2014 |                  |
|   | 180879         | PRO GATOR TIRE            | 07/07/2014   | 110.00             | 110.00      | 09/03/2014 |                  |
|   | 180935         | RECAPS                    | 07/09/2014   | 399.40             | 399.40      | 09/03/2014 |                  |
|   | 181218         | TIRE                      | 07/21/2014   | 18.50              | 18.50       | 09/03/2014 |                  |
| Total 1010:                             |                |                           |              | 2,266.25           | 2,266.25    |            |                  |
| <b>BIG BEAR MOTEL LLC</b>               |                |                           |              |                    |             |            |                  |
| <b>127023</b>                           |                |                           |              |                    |             |            |                  |
|   | 072214         | LODGING COSTS 14-954      | 07/22/2014   | 392.44             | 392.44      | 09/03/2014 |                  |
| Total 127023:                           |                |                           |              | 392.44             | 392.44      |            |                  |
| <b>BIG HORN PAINT</b>                   |                |                           |              |                    |             |            |                  |
| <b>1180</b>                             |                |                           |              |                    |             |            |                  |
|   | 0062956        | STAIN                     | 08/18/2014   | 259.98             | 259.98      | 09/03/2014 |                  |
|   | 0062982        | DUMPSTER PAINT            | 08/20/2014   | 53.59              | 53.59       | 09/03/2014 |                  |

| Vendor Name<br>Vendor No             | Invoice Number | Description                    | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--------------------------------------|----------------|--------------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 1180:                          |                |                                |              | 313.57             | 313.57      |            |                  |
| <b>BIG HORN RADIO NETWORK</b>        |                |                                |              |                    |             |            |                  |
| <b>127743</b>                        |                |                                |              |                    |             |            |                  |
|                                      | 073114         | ADVERTISING                    | 07/31/2014   | 173.40             | 173.40      | 09/03/2014 |                  |
|                                      | 073114         | ADVERTISING                    | 07/31/2014   | 204.00             | 204.00      | 09/03/2014 |                  |
| Total 127743:                        |                |                                |              | 377.40             | 377.40      |            |                  |
| <b>BIG HORN WHOLESALE</b>            |                |                                |              |                    |             |            |                  |
| <b>1210</b>                          |                |                                |              |                    |             |            |                  |
|                                      | 13113          | MATERIAL & SUPPLIES            | 07/23/2014   | 288.56             | 288.56      | 09/03/2014 |                  |
| Total 1210:                          |                |                                |              | 288.56             | 288.56      |            |                  |
| <b>BOONE'S MACHINE SHOP</b>          |                |                                |              |                    |             |            |                  |
| <b>1400</b>                          |                |                                |              |                    |             |            |                  |
|                                      | 57028          | REPAIRS TO PARK BBQ GRILL      | 05/07/2014   | 37.76-             | .00         |            |                  |
|                                      | 58221          | BRACKETS                       | 07/29/2014   | 1,299.27           | 1,299.27    | 09/03/2014 |                  |
|                                      | 7755           | STAMPEDE LIGHTING              | 08/01/2014   | 600.00             | 600.00      | 09/03/2014 |                  |
| Total 1400:                          |                |                                |              | 1,861.51           | 1,899.27    |            |                  |
| <b>BOOT BARN, INC</b>                |                |                                |              |                    |             |            |                  |
| <b>128267</b>                        |                |                                |              |                    |             |            |                  |
|                                      | IVC0052537     | BOOTS/SHIRTS                   | 08/08/2014   | 149.99             | 149.99      | 09/03/2014 |                  |
|                                      | IVC0052537     | BOOTS/SHIRTS                   | 08/08/2014   | 87.95              | 87.95       | 09/03/2014 |                  |
| Total 128267:                        |                |                                |              | 237.94             | 237.94      |            |                  |
| <b>BORDER STATES INDUSTRIES, INC</b> |                |                                |              |                    |             |            |                  |
| <b>1420</b>                          |                |                                |              |                    |             |            |                  |
|                                      | 907875935      | F6/9/36S 3ph 4w c20 120-480v d | 08/15/2014   | 1,866.00           | 1,866.00    | 09/03/2014 | MTR9S1480D       |
|                                      | 97835438       | SYSTEMS UPGRADE                | 08/08/2014   | 5.06               | 5.06        | 09/03/2014 |                  |
| Total 1420:                          |                |                                |              | 1,871.06           | 1,871.06    |            |                  |
| <b>BRUCO, INC</b>                    |                |                                |              |                    |             |            |                  |
| <b>1550</b>                          |                |                                |              |                    |             |            |                  |
|                                      | 329498         | MATERIAL & SUPPLIES            | 08/05/2014   | 362.76             | 362.76      | 09/03/2014 |                  |
| Total 1550:                          |                |                                |              | 362.76             | 362.76      |            |                  |
| <b>BUTLER, NIKKI</b>                 |                |                                |              |                    |             |            |                  |
| <b>130087</b>                        |                |                                |              |                    |             |            |                  |
|                                      | 081414         | SOFTBALL UMP                   | 08/14/2014   | 18.00              | 18.00       | 09/03/2014 |                  |
| Total 130087:                        |                |                                |              | 18.00              | 18.00       |            |                  |
| <b>CASPER POLICE DEPARTMENT</b>      |                |                                |              |                    |             |            |                  |
| <b>130125</b>                        |                |                                |              |                    |             |            |                  |
|                                      | 080814         | CRIME SCENE TECH TRAINING      | 08/08/2014   | 250.00             | 250.00      | 09/03/2014 |                  |
| Total 130125:                        |                |                                |              | 250.00             | 250.00      |            |                  |

| Vendor Name<br>Vendor No | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| <b>CHARTWELLS</b>        |                |                           |              |                    |             |            |                  |
| <b>130126</b>            |                |                           |              |                    |             |            |                  |
|                          | 3017000022     | CATERING SERVICE HELLS AN | 08/07/2014   | 25,120.00          | 25,120.00   | 09/03/2014 |                  |
| Total 130126:            |                |                           |              | 25,120.00          | 25,120.00   |            |                  |
| <b>CITY OF CODY</b>      |                |                           |              |                    |             |            |                  |
| <b>2260</b>              |                |                           |              |                    |             |            |                  |
|                          | 081514         | Utilities                 | 08/15/2014   | 514.01             | 514.01      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 2,174.82           | 2,174.82    | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 903.53             | 903.53      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 542.83             | 542.83      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 262.15             | 262.15      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 55.34              | 55.34       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 484.32             | 484.32      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 377.24             | 377.24      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 48.96              | 48.96       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 114.12             | 114.12      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 3,711.34           | 3,711.34    | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 11,134.02          | 11,134.02   | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 90.55              | 90.55       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 63.13              | 63.13       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 113.49             | 113.49      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 664.66             | 664.66      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 48.50              | 48.50       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 47.85              | 47.85       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 7,646.36           | 7,646.36    | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 93.50              | 93.50       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 159.86             | 159.86      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 882.85             | 882.85      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 163.29             | 163.29      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 469.17             | 469.17      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 47.03              | 47.03       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 159.20             | 159.20      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 46.75              | 46.75       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 47.03              | 47.03       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 75.56              | 75.56       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 4,371.56           | 4,371.56    | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 36.75              | 36.75       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 23.00              | 23.00       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 47.67              | 47.67       | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 3,120.15           | 3,120.15    | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 436.80             | 436.80      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 321.80             | 321.80      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 162.53             | 162.53      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 134.94             | 134.94      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 270.42             | 270.42      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 675.56             | 675.56      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 165.98             | 165.98      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 146.66             | 146.66      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 283.76             | 283.76      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 1,165.28           | 1,165.28    | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 300.15             | 300.15      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 176.56             | 176.56      | 09/03/2014 |                  |
|                          | 082214         | Utilities                 | 08/22/2014   | 123.59             | 123.59      | 09/03/2014 |                  |

| Vendor Name<br>Vendor No                           | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 2260:  |                |                          |              | 43,104.62          | 43,104.62   |            |                  |
| <b>CITY OF NEWCASTLE<br/>124296</b>                |                |                          |              |                    |             |            |                  |
|  | 081214         | WAGE REIMBURSEMENT - HEL | 08/12/2014   | 1,201.75           | 1,201.75    | 08/20/2014 |                  |
| Total 124296:                                      |                |                          |              | 1,201.75           | 1,201.75    |            |                  |
| <b>CITY OF POWELL<br/>2280</b>                     |                |                          |              |                    |             |            |                  |
|  | 081814         | WAGE REIMBURSEMENT - HEL | 08/18/2014   | 4,963.16           | 4,963.16    | 08/20/2014 |                  |
| Total 2280:  |                |                          |              | 4,963.16           | 4,963.16    |            |                  |
| <b>CITY OF TORRINGTON<br/>130123</b>               |                |                          |              |                    |             |            |                  |
|  | 081214         | WAGE REIMBURSEMENT - HEL | 08/12/2014   | 1,065.60           | 1,065.60    | 08/20/2014 |                  |
| Total 130123:                                      |                |                          |              | 1,065.60           | 1,065.60    |            |                  |
| <b>CLARK WIRELESS<br/>128561</b>                   |                |                          |              |                    |             |            |                  |
|  | 28002          | REPLACEMENT BATTERY      | 08/13/2014   | 119.50             | 119.50      | 09/03/2014 |                  |
| Total 128561:                                      |                |                          |              | 119.50             | 119.50      |            |                  |
| <b>CODY ENTERPRISE<br/>2590</b>                    |                |                          |              |                    |             |            |                  |
|  | 073114         | ADVERTISING              | 07/31/2014   | 640.00             | 640.00      | 09/03/2014 |                  |
|  | 073114         | ADVERTISING              | 07/31/2014   | 4,438.30           | 4,438.30    | 09/03/2014 |                  |
|  | 073114         | ADVERTISING              | 07/31/2014   | 1,492.00           | 1,492.00    | 09/03/2014 |                  |
|  | 073114         | ADVERTISING              | 07/31/2014   | 480.00             | 480.00      | 09/03/2014 |                  |
| Total 2590:  |                |                          |              | 7,050.30           | 7,050.30    |            |                  |
| <b>CODY HIGH SCHOOL<br/>123407</b>                 |                |                          |              |                    |             |            |                  |
|  | 081214         | UW SWIM CAMP             | 08/12/2014   | 1,540.00           | 1,540.00    | 09/03/2014 |                  |
| Total 123407:                                      |                |                          |              | 1,540.00           | 1,540.00    |            |                  |
| <b>CODY ROTARY CLUB<br/>2765</b>                   |                |                          |              |                    |             |            |                  |
|  | 346660         | REC CENTER REFUND        | 08/15/2014   | 50.00              | 50.00       | 09/03/2014 |                  |
| Total 2765:  |                |                          |              | 50.00              | 50.00       |            |                  |
| <b>CONVERSE COUNTY SHERIFF'S OFFICE<br/>130124</b> |                |                          |              |                    |             |            |                  |
|  | 081214         | WAGE REIMBURSEMENT - HEL | 08/12/2014   | 1,755.67           | 1,755.67    | 08/20/2014 |                  |
| Total 130124:                                      |                |                          |              | 1,755.67           | 1,755.67    |            |                  |
| <b>CRUM ELECTRIC<br/>3300</b>                      |                |                          |              |                    |             |            |                  |
|  | 1576858-00     | FUSE FOR BALER           | 07/28/2014   | 43.32              | 43.32       | 09/03/2014 |                  |

| Vendor Name<br>Vendor No       | Invoice Number | Description                  | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--------------------------------|----------------|------------------------------|--------------|--------------------|-------------|------------|------------------|
|                                | 1583286-00     | METER REPAIRS                | 08/14/2014   | 30.20              | 30.20       | 09/03/2014 |                  |
| Total 3300:                    |                |                              |              | 73.52              | 73.52       |            |                  |
| <b>D &amp; L SUPPLY</b>        |                |                              |              |                    |             |            |                  |
| <b>123871</b>                  |                |                              |              |                    |             |            |                  |
|                                | 29891          | 26"x4" manhole ring          | 08/06/2014   | 559.02             | 559.02      | 09/03/2014 | 1015-WW          |
|                                | 29891          | 24"x4" manhole ring          | 08/06/2014   | 283.50             | 283.50      | 09/03/2014 | 1016-WW          |
|                                | 29891          | 26" x 1 1/2" steel ext ring  | 08/06/2014   | 803.00             | 803.00      | 09/03/2014 | 1034-WW          |
|                                | 29891          | 24" x 2" steel ext. ring     | 08/06/2014   | 400.00             | 400.00      | 09/03/2014 | 1031-WW          |
|                                | 29891          | 24" x 1 1/4" steel ext. ring | 08/06/2014   | 540.00             | 540.00      | 09/03/2014 | 1029-WW          |
|                                | 29891          | FREIGHT                      | 08/06/2014   | 115.00             | 115.00      | 09/03/2014 |                  |
| Total 123871:                  |                |                              |              | 2,700.52           | 2,700.52    |            |                  |
| <b>DELL MARKETING</b>          |                |                              |              |                    |             |            |                  |
| <b>3520</b>                    |                |                              |              |                    |             |            |                  |
|                                | XJJ376TK9      | LAPTOP FOR PIO C06           | 08/06/2014   | 1,006.82           | 1,006.82    | 09/03/2014 |                  |
| Total 3520:                    |                |                              |              | 1,006.82           | 1,006.82    |            |                  |
| <b>DENNY MENHOLT CHEVROLET</b> |                |                              |              |                    |             |            |                  |
| <b>129672</b>                  |                |                              |              |                    |             |            |                  |
|                                | 12860          | AC REPAIR A06                | 07/31/2014   | 47.15              | 47.15       | 09/03/2014 |                  |
|                                | 2014-06        | RETURN OF BID BOND 2014-06   | 09/02/2014   | 1,198.00           | 1,198.00    | 09/03/2014 |                  |
| Total 129672:                  |                |                              |              | 1,245.15           | 1,245.15    |            |                  |
| <b>DW ELECTRIC</b>             |                |                              |              |                    |             |            |                  |
| <b>129940</b>                  |                |                              |              |                    |             |            |                  |
|                                | 10434          | EXHAUST FAN REPAIR           | 08/12/2014   | 63.00              | 63.00       | 09/03/2014 |                  |
| Total 129940:                  |                |                              |              | 63.00              | 63.00       |            |                  |
| <b>EAGLE RECOVERY, LLC</b>     |                |                              |              |                    |             |            |                  |
| <b>126679</b>                  |                |                              |              |                    |             |            |                  |
|                                | 7745           | CHIP SEAL TOWING             | 08/08/2014   | 50.00              | 50.00       | 09/03/2014 |                  |
|                                | 7746           | CHIP SEAL TOWING             | 08/08/2014   | 50.00              | 50.00       | 09/03/2014 |                  |
|                                | 7830           | TOW PATROL CAR TO SHOP       | 08/04/2014   | 75.00              | 75.00       | 09/03/2014 |                  |
| Total 126679:                  |                |                              |              | 175.00             | 175.00      |            |                  |
| <b>ECOLAB PEST ELIM. DIV.</b>  |                |                              |              |                    |             |            |                  |
| <b>128686</b>                  |                |                              |              |                    |             |            |                  |
|                                | 4544652        | PEST CONTROL - REC CENTER    | 08/11/2014   | 122.00             | 122.00      | 09/03/2014 |                  |
|                                | 4544653        | PEST CONTROL - AUDITORIUM    | 08/11/2014   | 70.00              | 70.00       | 09/03/2014 |                  |
|                                | 4544654        | PEST CONTROL - CITY HALL     | 08/11/2014   | 50.00              | 50.00       | 09/03/2014 |                  |
|                                | 4544655        | PEST CONTROL - ELECTRIC S    | 08/11/2014   | 50.00              | 50.00       | 09/03/2014 |                  |
|                                | 4544656        | PEST CONTROL - SANT/RECY     | 08/11/2014   | 50.00              | 50.00       | 09/03/2014 |                  |
|                                | 4544657        | PEST CONTROL - PUBLIC WOR    | 08/11/2014   | 70.00              | 70.00       | 09/03/2014 |                  |
| Total 128686:                  |                |                              |              | 412.00             | 412.00      |            |                  |
| <b>EMPIRE WEST INC</b>         |                |                              |              |                    |             |            |                  |
| <b>130127</b>                  |                |                              |              |                    |             |            |                  |
|                                | 39577          | FIRE HYDRANT PARTS           | 08/05/2014   | 3,622.78           | 3,622.78    | 09/03/2014 |                  |

| Vendor Name<br>Vendor No        | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|---------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 130127:                   |                |                            |              | 3,622.78           | 3,622.78    |            |                  |
| <b>ENERGY WEST</b>              |                |                            |              |                    |             |            |                  |
| <b>2630</b>                     |                |                            |              |                    |             |            |                  |
|                                 | 08/19/14       | UTILITIES                  | 08/19/2014   | 92.34              | 92.34       | 09/03/2014 |                  |
|                                 | 08/19/14       | UTILITIES                  | 08/19/2014   | 20.25              | 20.25       | 09/03/2014 |                  |
| Total 2630:                     |                |                            |              | 112.59             | 112.59      |            |                  |
| <b>ETC., LLC</b>                |                |                            |              |                    |             |            |                  |
| <b>127829</b>                   |                |                            |              |                    |             |            |                  |
|                                 | 080714         | SURVEILLANCE CASE #14-967  | 08/07/2014   | 360.00             | 360.00      | 09/03/2014 |                  |
| Total 127829:                   |                |                            |              | 360.00             | 360.00      |            |                  |
| <b>FASTENAL COMPANY 01WYCDY</b> |                |                            |              |                    |             |            |                  |
| <b>126018</b>                   |                |                            |              |                    |             |            |                  |
|                                 | WYCDY55155     | BOLTS                      | 07/28/2014   | 2.86               | 2.86        | 09/03/2014 |                  |
| Total 126018:                   |                |                            |              | 2.86               | 2.86        |            |                  |
| <b>FREMONT MOTOR CODY, INC</b>  |                |                            |              |                    |             |            |                  |
| <b>4370</b>                     |                |                            |              |                    |             |            |                  |
|                                 | 2014-06        | RETURN OF BID BOND 2014-06 | 09/02/2014   | 1,163.80           | 1,163.80    | 09/03/2014 |                  |
| Total 4370:                     |                |                            |              | 1,163.80           | 1,163.80    |            |                  |
| <b>GAMBLES</b>                  |                |                            |              |                    |             |            |                  |
| <b>4450</b>                     |                |                            |              |                    |             |            |                  |
|                                 | 710875         | SPRAYERS                   | 08/08/2014   | 25.98              | 25.98       | 09/03/2014 |                  |
| Total 4450:                     |                |                            |              | 25.98              | 25.98       |            |                  |
| <b>GEKLE, JOHN</b>              |                |                            |              |                    |             |            |                  |
| <b>130134</b>                   |                |                            |              |                    |             |            |                  |
|                                 | 347414         | REC CENTER REFUND          | 08/19/2014   | 40.00              | 40.00       | 09/03/2014 |                  |
| Total 130134:                   |                |                            |              | 40.00              | 40.00       |            |                  |
| <b>GLENN, KEVIN</b>             |                |                            |              |                    |             |            |                  |
| <b>130088</b>                   |                |                            |              |                    |             |            |                  |
|                                 | 081414         | SOFTBALL UMP               | 08/14/2014   | 72.00              | 72.00       | 09/03/2014 |                  |
| Total 130088:                   |                |                            |              | 72.00              | 72.00       |            |                  |
| <b>GREAT WEST LINEN SUPPLY</b>  |                |                            |              |                    |             |            |                  |
| <b>129966</b>                   |                |                            |              |                    |             |            |                  |
|                                 | 3928           | TOWELS                     | 07/30/2014   | 35.00              | 35.00       | 09/03/2014 |                  |
|                                 | 4071           | MATS - CITY HALL           | 08/08/2014   | 46.40              | 46.40       | 09/03/2014 |                  |
|                                 | 4097           | TOWELS                     | 08/04/2014   | 17.50              | 17.50       | 09/03/2014 |                  |
|                                 | 4135           | TOWELS                     | 08/13/2014   | 35.00              | 35.00       | 09/03/2014 |                  |
|                                 | 4223           | TOWELS                     | 08/20/2014   | 35.00              | 35.00       | 09/03/2014 |                  |
| Total 129966:                   |                |                            |              | 168.90             | 168.90      |            |                  |

| Vendor Name<br>Vendor No               | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
| <b>HALLADAY MOTORS</b>                 |                |                            |              |                    |             |            |                  |
| <b>124182</b>                          |                |                            |              |                    |             |            |                  |
|  | 2014-06        | RETURN OF BID BOND 2014-06 | 09/02/2014   | 1,357.50           | 1,357.50    | 09/03/2014 |                  |
| Total 124182:                          |                |                            |              | 1,357.50           | 1,357.50    |            |                  |
| <b>HALLE, MICHELLE</b>                 |                |                            |              |                    |             |            |                  |
| <b>130128</b>                          |                |                            |              |                    |             |            |                  |
|  | 346677         | REC CENTER REFUND          | 08/15/2014   | 15.00              | 15.00       | 09/03/2014 |                  |
| Total 130128:                          |                |                            |              | 15.00              | 15.00       |            |                  |
| <b>HARRIS TRUCKING &amp; CONST. CO</b> |                |                            |              |                    |             |            |                  |
| <b>4780</b>                            |                |                            |              |                    |             |            |                  |
|  | PAY EST 3 - 1  | 16TH ST WATER & STORM DRA  | 08/19/2014   | 119,132.31         | 119,132.31  | 09/03/2014 |                  |
|  | PAY EST 3 - 1  | 16TH ST WATER & STORM DRA  | 08/19/2014   | 29,783.08          | 29,783.08   | 09/03/2014 |                  |
|  | PAY EST 3 - 1  | 16TH ST WATER & STORM DRA  | 08/19/2014   | 7,116.00           | 7,116.00    | 09/03/2014 |                  |
| Total 4780:                            |                |                            |              | 156,031.39         | 156,031.39  |            |                  |
| <b>JENSEN PLUMBING</b>                 |                |                            |              |                    |             |            |                  |
| <b>129455</b>                          |                |                            |              |                    |             |            |                  |
|  | 6577           | CLEANING WEEK              | 08/07/2014   | 540.85             | 540.85      | 09/03/2014 |                  |
|  | 6578           | AUDITORIUM WATER HEATER    | 08/08/2014   | 432.46             | 432.46      | 09/03/2014 |                  |
|  | 6581           | REC BOILER REPAIR          | 08/12/2014   | 308.28             | 308.28      | 09/03/2014 |                  |
| Total 129455:                          |                |                            |              | 1,281.59           | 1,281.59    |            |                  |
| <b>KENCO SECURITY &amp; TECHNOLOGY</b> |                |                            |              |                    |             |            |                  |
| <b>9029</b>                            |                |                            |              |                    |             |            |                  |
|  | 1148991        | SECURITY MONITORING - CITY | 07/22/2014   | 100.50             | 100.50      | 09/03/2014 |                  |
|  | 1148992        | SECURITY MONITORING - REC  | 07/22/2014   | 108.00             | 108.00      | 09/03/2014 |                  |
| Total 9029:                            |                |                            |              | 208.50             | 208.50      |            |                  |
| <b>KINCHELOE PLUMBING AND HEATING</b>  |                |                            |              |                    |             |            |                  |
| <b>5750</b>                            |                |                            |              |                    |             |            |                  |
|  | 142092         | REPAIR DRINKING FOUNTAIN   | 07/29/2014   | 51.26              | 51.26       | 09/03/2014 |                  |
| Total 5750:                            |                |                            |              | 51.26              | 51.26       |            |                  |
| <b>LONG BUILDING TECH INC</b>          |                |                            |              |                    |             |            |                  |
| <b>125191</b>                          |                |                            |              |                    |             |            |                  |
|  | JC120718       | REC CENTER BOILER REPAIR   | 08/13/2014   | 6,090.00           | 6,090.00    | 09/03/2014 |                  |
| Total 125191:                          |                |                            |              | 6,090.00           | 6,090.00    |            |                  |
| <b>MATA, LUIS OR ROSA</b>              |                |                            |              |                    |             |            |                  |
| <b>130129</b>                          |                |                            |              |                    |             |            |                  |
|  | 20.0130.16     | REFUND UTILITY DEPOSIT     | 08/12/2014   | 216.57             | 216.57      | 09/03/2014 |                  |
| Total 130129:                          |                |                            |              | 216.57             | 216.57      |            |                  |
| <b>MCFARLAND CASCADE</b>               |                |                            |              |                    |             |            |                  |
| <b>6480</b>                            |                |                            |              |                    |             |            |                  |
|  | UMI-0012994    | Pole, class 4, 45'         | 08/07/2014   | 13,040.00          | 13,040.00   | 09/03/2014 | PL45WD           |

| Vendor Name<br>Vendor No             | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 6480:                          |                |                           |              | 13,040.00          | 13,040.00   |            |                  |
| <b>MCI COMM SERVICE</b>              |                |                           |              |                    |             |            |                  |
| <b>130077</b>                        |                |                           |              |                    |             |            |                  |
|                                      | 081114         | LONG DISTANCE - RECYCLING | 08/11/2014   | 31.48              | 31.48       | 09/03/2014 |                  |
| Total 130077:                        |                |                           |              | 31.48              | 31.48       |            |                  |
| <b>MOUNTAIN WEST SCREEN PRINTERS</b> |                |                           |              |                    |             |            |                  |
| <b>6930</b>                          |                |                           |              |                    |             |            |                  |
|                                      | OE 1690        | UNIFORMS C24              | 07/23/2014   | 30.00              | 30.00       | 09/03/2014 |                  |
| Total 6930:                          |                |                           |              | 30.00              | 30.00       |            |                  |
| <b>NORCO, INC.</b>                   |                |                           |              |                    |             |            |                  |
| <b>128948</b>                        |                |                           |              |                    |             |            |                  |
|                                      | 13665527       | CO2                       | 05/31/2014   | 86.80              | 86.80       | 09/03/2014 |                  |
| Total 128948:                        |                |                           |              | 86.80              | 86.80       |            |                  |
| <b>NORMONT EQUIPMENT COMPANY</b>     |                |                           |              |                    |             |            |                  |
| <b>7315</b>                          |                |                           |              |                    |             |            |                  |
|                                      | 2408160        | HOSE MENDER SEWER JET     | 08/17/2014   | 78.00              | 78.00       | 09/03/2014 |                  |
| Total 7315:                          |                |                           |              | 78.00              | 78.00       |            |                  |
| <b>NORTHWEST PIPE</b>                |                |                           |              |                    |             |            |                  |
| <b>7400</b>                          |                |                           |              |                    |             |            |                  |
|                                      | 1329803        | FITTINGS                  | 08/04/2014   | 206.02             | 206.02      | 09/03/2014 |                  |
|                                      | 1329803-1      | FITTINGS                  | 08/11/2014   | 97.53              | 97.53       | 09/03/2014 |                  |
|                                      | 1337131        | FITTINGS                  | 08/13/2014   | 50.22              | 50.22       | 09/03/2014 |                  |
| Total 7400:                          |                |                           |              | 353.77             | 353.77      |            |                  |
| <b>OFFICE SHOP, THE</b>              |                |                           |              |                    |             |            |                  |
| <b>7440</b>                          |                |                           |              |                    |             |            |                  |
|                                      | 35822          | COPIER CONTRACT - REC CEN | 07/25/2014   | 2,587.16           | 2,587.16    | 09/03/2014 |                  |
|                                      | 744765         | COPIER - CCD              | 08/13/2014   | 9,102.50           | 9,102.50    | 09/03/2014 |                  |
|                                      | 744766         | COPIER - REC CENTER       | 08/13/2014   | 15,658.45          | 15,658.45   | 09/03/2014 |                  |
|                                      | 744767         | COPIER - CITY HALL        | 08/13/2014   | 15,658.45          | 15,658.45   | 09/03/2014 |                  |
| Total 7440:                          |                |                           |              | 43,006.56          | 43,006.56   |            |                  |
| <b>ONE-CALL OF WYOMING</b>           |                |                           |              |                    |             |            |                  |
| <b>127665</b>                        |                |                           |              |                    |             |            |                  |
|                                      | 35822          | ONE CALL FEES             | 08/12/2014   | 23.43              | 23.43       | 09/03/2014 |                  |
|                                      | 35822          | ONE CALL FEES             | 08/12/2014   | 23.44              | 23.44       | 09/03/2014 |                  |
|                                      | 35822          | ONE CALL FEES             | 08/12/2014   | 23.44              | 23.44       | 09/03/2014 |                  |
|                                      | 35822          | ONE CALL FEES             | 08/12/2014   | 23.44              | 23.44       | 09/03/2014 |                  |
| Total 127665:                        |                |                           |              | 93.75              | 93.75       |            |                  |
| <b>OVERFIELD, WILLIAM</b>            |                |                           |              |                    |             |            |                  |
| <b>124164</b>                        |                |                           |              |                    |             |            |                  |
|                                      | 5.1284.10      | REFUND CREDIT BALANCE     | 08/15/2014   | 39.97              | 39.97       | 09/03/2014 |                  |

| Vendor Name<br>Vendor No           | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|------------------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 124164:                      |                |                          |              | 39.97              | 39.97       |            |                  |
| <b>PROFFITS LAWN CARE</b>          |                |                          |              |                    |             |            |                  |
| <b>128647</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 1465           | CONTRACTED MOWING GREY   | 08/18/2014   | 980.00             | 980.00      | 09/03/2014 |                  |
| Total 128647:                      |                |                          |              | 980.00             | 980.00      |            |                  |
| <b>QUALITY ASPHALT PAVING, INC</b> |                |                          |              |                    |             |            |                  |
| <b>125010</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 1394           | PATCHING                 | 07/27/2014   | 3,324.75           | 3,324.75    | 09/03/2014 |                  |
|                                    | 1394           | PATCHING                 | 07/27/2014   | 915.75             | 915.75      | 09/03/2014 |                  |
|                                    | 1394           | PATCHING                 | 07/27/2014   | 750.75             | 750.75      | 09/03/2014 |                  |
| Total 125010:                      |                |                          |              | 4,991.25           | 4,991.25    |            |                  |
| <b>R &amp; A SAFETY</b>            |                |                          |              |                    |             |            |                  |
| <b>127690</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 2256           | PRE-EMPLOYMENT TESTING   | 08/04/2014   | 40.00              | 40.00       | 09/03/2014 |                  |
| Total 127690:                      |                |                          |              | 40.00              | 40.00       |            |                  |
| <b>ROCKY MOUNTAIN POWER</b>        |                |                          |              |                    |             |            |                  |
| <b>7570</b>                        |                |                          |              |                    |             |            |                  |
|                                    | 081814         | UTILITIES                | 08/18/2014   | 354.09             | 354.09      | 09/03/2014 |                  |
|                                    | 082014         | UTILITIES                | 08/20/2014   | 38.88              | 38.88       | 09/03/2014 |                  |
| Total 7570:                        |                |                          |              | 392.97             | 392.97      |            |                  |
| <b>SAGE 29, LLC</b>                |                |                          |              |                    |             |            |                  |
| <b>128357</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 082014         | REFUND LANDSCAPE DEPOSIT | 08/20/2014   | 35,200.00          | 35,200.00   | 09/03/2014 |                  |
| Total 128357:                      |                |                          |              | 35,200.00          | 35,200.00   |            |                  |
| <b>SANKEY, DANIELLE M</b>          |                |                          |              |                    |             |            |                  |
| <b>130132</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 9.0010.11      | UTILITY DEPOSIT REFUND   | 08/15/2014   | 65.64              | 65.64       | 09/03/2014 |                  |
| Total 130132:                      |                |                          |              | 65.64              | 65.64       |            |                  |
| <b>SCOTT, ANNEKE</b>               |                |                          |              |                    |             |            |                  |
| <b>130130</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 1135-01        | REFUND ENCROACHMENT DE   | 08/18/2014   | 150.00             | 150.00      | 09/03/2014 |                  |
| Total 130130:                      |                |                          |              | 150.00             | 150.00      |            |                  |
| <b>SIMENSON, TROY</b>              |                |                          |              |                    |             |            |                  |
| <b>129451</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 081414         | SOFTBALL UMPIRE          | 08/14/2014   | 90.00              | 90.00       | 09/03/2014 |                  |
| Total 129451:                      |                |                          |              | 90.00              | 90.00       |            |                  |
| <b>SOFT TOUCH DESIGNS, INC.</b>    |                |                          |              |                    |             |            |                  |
| <b>129137</b>                      |                |                          |              |                    |             |            |                  |
|                                    | 3891           | GYM/RACQUETBALL FLOOR R  | 08/06/2014   | 9,076.50           | 9,076.50    | 09/03/2014 |                  |

| Vendor Name<br>Vendor No              | Invoice Number | Description                | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|---------------------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|------------------|
|                                       | 3892           | GYM FLOOR RESURFACE        | 08/06/2014   | 500.00             | 500.00      | 09/03/2014 |                  |
| Total 129137:                         |                |                            |              | 9,576.50           | 9,576.50    |            |                  |
| <b>SPRADLEY BARR MOTORS INC</b>       |                |                            |              |                    |             |            |                  |
| <b>129523</b>                         |                |                            |              |                    |             |            |                  |
|                                       | 2014-06        | RETURN OF BID BOND 2014-06 | 09/02/2014   | 1,153.90           | 1,153.90    | 09/03/2014 |                  |
| Total 129523:                         |                |                            |              | 1,153.90           | 1,153.90    |            |                  |
| <b>STROH'S INDUSTRIAL LUBRICATION</b> |                |                            |              |                    |             |            |                  |
| <b>9630</b>                           |                |                            |              |                    |             |            |                  |
|                                       | 2001           | GREASE                     | 08/06/2014   | 370.00             | 370.00      | 09/03/2014 |                  |
| Total 9630:                           |                |                            |              | 370.00             | 370.00      |            |                  |
| <b>SUBLETTE COUNTY</b>                |                |                            |              |                    |             |            |                  |
| <b>130121</b>                         |                |                            |              |                    |             |            |                  |
|                                       | 081214         | WAGE REIMBURSEMENT - HEL   | 08/12/2014   | 3,557.88           | 3,557.88    | 08/20/2014 |                  |
| Total 130121:                         |                |                            |              | 3,557.88           | 3,557.88    |            |                  |
| <b>SWANDER TOWN HOMES</b>             |                |                            |              |                    |             |            |                  |
| <b>129581</b>                         |                |                            |              |                    |             |            |                  |
|                                       | 081914         | REISSUE OF CHECK #65768    | 08/19/2014   | 82.10              | 82.10       | 09/03/2014 |                  |
| Total 129581:                         |                |                            |              | 82.10              | 82.10       |            |                  |
| <b>THE UPS STORE</b>                  |                |                            |              |                    |             |            |                  |
| <b>6240</b>                           |                |                            |              |                    |             |            |                  |
|                                       | 8947           | WATER SAMPLE SHIPPING      | 08/19/2014   | 47.55              | 47.55       | 09/03/2014 |                  |
| Total 6240:                           |                |                            |              | 47.55              | 47.55       |            |                  |
| <b>TOWN OF GLENROCK</b>               |                |                            |              |                    |             |            |                  |
| <b>130122</b>                         |                |                            |              |                    |             |            |                  |
|                                       | 081214         | WAGE REIMBURSEMENT - HEL   | 08/12/2014   | 1,824.17           | 1,824.17    | 08/20/2014 |                  |
| Total 130122:                         |                |                            |              | 1,824.17           | 1,824.17    |            |                  |
| <b>TOWN OF MILLS</b>                  |                |                            |              |                    |             |            |                  |
| <b>130135</b>                         |                |                            |              |                    |             |            |                  |
|                                       | 081214         | WAGE REIMBURSEMENT - HEL   | 08/12/2014   | 1,398.73           | 1,398.73    | 08/22/2014 |                  |
| Total 130135:                         |                |                            |              | 1,398.73           | 1,398.73    |            |                  |
| <b>TRENDSSETTERS</b>                  |                |                            |              |                    |             |            |                  |
| <b>130131</b>                         |                |                            |              |                    |             |            |                  |
|                                       | 136618         | CABLE SERVICE HELLS ANGEL  | 08/14/2014   | 500.00             | 500.00      | 09/03/2014 |                  |
| Total 130131:                         |                |                            |              | 500.00             | 500.00      |            |                  |
| <b>TRIPLE L SALES</b>                 |                |                            |              |                    |             |            |                  |
| <b>9980</b>                           |                |                            |              |                    |             |            |                  |
|                                       | I-32748        | SUPPLIES                   | 08/06/2014   | 53.76              | 53.76       | 09/03/2014 |                  |
|                                       | I-32771        | RAW WATER REPAIRS          | 08/07/2014   | 118.89             | 118.89      | 09/03/2014 |                  |
|                                       | I-32889        | MARKING PAINT              | 08/15/2014   | 292.20             | 292.20      | 09/03/2014 |                  |

| Vendor Name<br>Vendor No              | Invoice Number | Description               | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|---------------------------------------|----------------|---------------------------|--------------|--------------------|-------------|------------|------------------|
|                                       | I-32973        | SKYLINE SUBDIVISION PROJE | 08/19/2014   | 130.93             | 130.93      | 09/03/2014 |                  |
| Total 9980:                           |                |                           |              | 595.78             | 595.78      |            |                  |
| <b>TWO MEDICINE</b>                   |                |                           |              |                    |             |            |                  |
| <b>130120</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 205937         | WELLNESS PROGRAM          | 08/01/2014   | 345.00             | 345.00      | 09/03/2014 |                  |
| Total 130120:                         |                |                           |              | 345.00             | 345.00      |            |                  |
| <b>UTILITY LINE DESIGN, LLC</b>       |                |                           |              |                    |             |            |                  |
| <b>129108</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 826            | DUES & SUBSCRIPTIONS      | 08/13/2014   | 250.00             | 250.00      | 09/03/2014 |                  |
| Total 129108:                         |                |                           |              | 250.00             | 250.00      |            |                  |
| <b>VARNEY CLEAN CARE</b>              |                |                           |              |                    |             |            |                  |
| <b>129694</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 26789          | CARPET CLEANING - REC CEN | 08/04/2014   | 1,057.11           | 1,057.11    | 09/03/2014 |                  |
|                                       | 26948          | CARPET CLEANING - REC CEN | 08/06/2014   | 342.90             | 342.90      | 09/03/2014 |                  |
| Total 129694:                         |                |                           |              | 1,400.01           | 1,400.01    |            |                  |
| <b>WATCO POOLS</b>                    |                |                           |              |                    |             |            |                  |
| <b>10370</b>                          |                |                           |              |                    |             |            |                  |
|                                       | 17937          | RETURN CREDIT ON SENSOR   | 06/03/2014   | 309.00-            | .00         |            |                  |
|                                       | 18393          | 104355241                 | 07/31/2014   | 97.60              | .00         |            |                  |
| Total 10370:                          |                |                           |              | 211.40-            | .00         |            |                  |
| <b>WCS TELECOM</b>                    |                |                           |              |                    |             |            |                  |
| <b>124746</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 21634415       | LONG DISTANCE             | 08/01/2014   | 154.00             | 154.00      | 09/03/2014 |                  |
| Total 124746:                         |                |                           |              | 154.00             | 154.00      |            |                  |
| <b>WEST PARK HOSPITAL</b>             |                |                           |              |                    |             |            |                  |
| <b>10500</b>                          |                |                           |              |                    |             |            |                  |
|                                       | 080214         | BLOOD DRAWS               | 08/02/2014   | 517.95             | 517.95      | 09/03/2014 |                  |
| Total 10500:                          |                |                           |              | 517.95             | 517.95      |            |                  |
| <b>WESTERN EMULSIONS</b>              |                |                           |              |                    |             |            |                  |
| <b>128433</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 22297          | CHIP SEAL OIL             | 08/07/2014   | 50,345.27          | 50,345.27   | 09/03/2014 |                  |
| Total 128433:                         |                |                           |              | 50,345.27          | 50,345.27   |            |                  |
| <b>WESTON COUNTY SHERIFF'S OFFICE</b> |                |                           |              |                    |             |            |                  |
| <b>124311</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 081214         | WAGE REIMBURSEMENT - HEL  | 08/12/2014   | 1,004.25           | 1,004.25    | 08/20/2014 |                  |
| Total 124311:                         |                |                           |              | 1,004.25           | 1,004.25    |            |                  |
| <b>WIND RIVER TRENCHING, INC</b>      |                |                           |              |                    |             |            |                  |
| <b>129696</b>                         |                |                           |              |                    |             |            |                  |
|                                       | 1254           | LIVINGSTON SCHOOL         | 08/15/2014   | 3,472.00           | 3,472.00    | 09/03/2014 |                  |

| Vendor Name<br>Vendor No                 | Invoice Number | Description              | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid  | Inventory Number |
|--|----------------|--------------------------|--------------|--------------------|-------------|------------|------------------|
| Total 129696:                            |                |                          |              | 3,472.00           | 3,472.00    |            |                  |
| <b>WOODWARD TRACTOR CO</b>               |                |                          |              |                    |             |            |                  |
| <b>10660</b>                             |                |                          |              |                    |             |            |                  |
|  | 92242          | REC CENTER ANNUAL MAINT  | 08/08/2014   | 688.00             | 688.00      | 09/03/2014 |                  |
|  | 92807          | SUPPLIES                 | 07/29/2014   | .42                | .42         | 09/03/2014 |                  |
|  | 92869          | REC CENTER ANNUAL MAINT  | 08/05/2014   | 56.00              | 56.00       | 09/03/2014 |                  |
| Total 10660:                             |                |                          |              | 744.42             | 744.42      |            |                  |
| <b>WORTHAM, RAYNA</b>                    |                |                          |              |                    |             |            |                  |
| <b>123742</b>                            |                |                          |              |                    |             |            |                  |
|  | 081114         | EDUCATION REIMBURSEMENT  | 08/11/2014   | 500.00             | 500.00      | 09/03/2014 |                  |
| Total 123742:                            |                |                          |              | 500.00             | 500.00      |            |                  |
| <b>WYOMING ASSC. OF RURAL WATER</b>      |                |                          |              |                    |             |            |                  |
| <b>10760</b>                             |                |                          |              |                    |             |            |                  |
|  | 11964          | WARWS FALL CONFERENCE    | 08/08/2014   | 250.00             | 250.00      | 09/03/2014 |                  |
| Total 10760:                             |                |                          |              | 250.00             | 250.00      |            |                  |
| <b>WYOMING DEPARTMENT OF STATE PARKS</b> |                |                          |              |                    |             |            |                  |
| <b>130133</b>                            |                |                          |              |                    |             |            |                  |
|  | 081214         | WAGE REIMBURSEMENT - HEL | 08/12/2014   | 6,191.44           | 6,191.44    | 08/20/2014 |                  |
| Total 130133:                            |                |                          |              | 6,191.44           | 6,191.44    |            |                  |
| <b>WYOMING RETIREMENT SYSTEM</b>         |                |                          |              |                    |             |            |                  |
| <b>10950</b>                             |                |                          |              |                    |             |            |                  |
|  | 90273          | CONTRIBUTIONS -          | 08/19/2014   | 98,036.07          | 98,036.07   | 08/19/2014 |                  |
| Total 10950:                             |                |                          |              | 98,036.07          | 98,036.07   |            |                  |
| <b>YANKEE CAR WASH</b>                   |                |                          |              |                    |             |            |                  |
| <b>128282</b>                            |                |                          |              |                    |             |            |                  |
|  | 080114         | CAR WASH - ELECTRIC      | 08/01/2014   | 8.34               | 8.34        | 09/03/2014 |                  |
|  | 080114         | CAR WASHES - COMM DEV    | 08/01/2014   | 24.00              | 24.00       | 09/03/2014 |                  |
|  | 080114         | CAR WASH - POLICE        | 08/01/2014   | 220.50             | 220.50      | 09/03/2014 |                  |
|  | 080114         | CAR WASH - ADMIN         | 08/01/2014   | 9.00               | 9.00        | 09/03/2014 |                  |
| Total 128282:                            |                |                          |              | 261.84             | 261.84      |            |                  |
| Grand Totals:                            |                |                          |              | 552,462.11         | 552,711.27  |            |                  |

Payroll Total \$231,060.07

Grand Total \$783,711.34

## Report Criteria:

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

MEETING DATE: SEPTEMBER 2, 2014  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR  
PRESENTED BY: YELLOWSTONE QUAKE

## AGENDA ITEM SUMMARY REPORT

### Yellowstone Quake Request

#### ACTION TO BE TAKEN:

Approve charging the Quake a flat rate of \$3,000 per season for the team to use the rec center from September 15 through February 15, (32 memberships), as requested, OR

Approve charging the Yellowstone Quake players and coaches the 6-month student rate for Rec Center membership. 32 memberships at \$135.30 for a total of \$4,329.60.

#### SUMMARY OF INFORMATION:

The Yellowstone Quake team players and coaches would like to use the rec center for individual and team activities. The team is requesting to be charged a flat rate of \$3,000 per season. The 6-month membership rate is \$135.30 each totaling \$4,329.60 per season. The team has agreed to use the facility during non-peak times. If a player becomes a member of the rec and he is traded by the team, the new player would be able to finish out the contract of the traded player.

#### FISCAL IMPACT

There are 30 players and two coaches. The City would gain either \$3,000 or \$4,329.60 of new memberships if 6-month contract is permitted.

#### ALTERNATIVES

1. Approve the flat rate request of \$3,000 per season.
2. Approve charging each player and coach \$135.30 for a 6-month membership.
3. Waive the membership fee or charge a different rate.
4. Charge the full annual membership amount of \$210 each. (\$6,720)

#### ATTACHMENTS

Agenda request form and Quake proposal.

#### AGENDA & SUMMARY REPORT TO:

Deb Simpson, Yellowstone Quake

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



## *Yellowstone Quake Cody Recreation Center Membership Proposal*

The Yellowstone Quake requests City Council's approval to allow the Yellowstone Quake to purchase 32, 6-month memberships for the players. Our players are ages 16-20 and will be attending Cody High School, Northwest College and working and volunteering in the community. We would ask that all of these players be qualified as "students". The previous rate for a 6-month student membership was \$135.30 per student. We would like to ask that the Yellowstone Quake be allowed to purchase 32, 6-month student memberships for a total of \$3000.00 for a period beginning September 15, 2014 running through February 15, 2015. The Quake would pay the full amount on September 15, 2014 for these memberships.

The Quake would plan to use the facility of strength training and other off-ice conditioning during non-peak hours. Additionally, membership would allow our players to utilize the recreation opportunities at the facility during their stay in Cody.

We thank the Council for considering this request. It will greatly benefit our program.

## 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 Bob Bole / Deb Simpson  
Organization Represented Yellowstone Quake Hockey Team (60163)  
Date you wish to appear before the Council Sept. 2, 2014  
Mailing Address PO Box 3191, Cody WY Telephone 307-272-2653  
E-Mail Address bob@cowboyreality.net  
Preferred form of contact: Telephone 272-2653 E-Mail bob@cowboyreality.net  
Names of all individuals who will speak on this topic Rick Manchester, Bob Bole, Deb Simpson  
Event Title (if applicable) \_\_\_\_\_  
Date(s) of Event (if applicable) Starting Sept. 15, 2014  
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Please see attached.  
\_\_\_\_\_  
\_\_\_\_\_  
Which City employee(s) have you spoken to about this issue? Rick Manchester  
\_\_\_\_\_  
Signature [Signature] Date 8-27-14

**ORDINANCE 2014-14**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 14TH STREET RIGHT OF WAY ADJACENT TO 622 14<sup>TH</sup> STREET AND 1401 WYOMING AVENUE (LOT 8, BLOCK 2, 2<sup>ND</sup> ADDITION TO TOWN OF CODY).**

WHEREAS, pursuant to Wyoming Statute § 15-6-104, the governing body of the City of Cody may vacate streets or parts thereof;

WHEREAS, David and Frances Masterman, owners of 622 14<sup>th</sup> Street (the north ½ of Lot 8, Block 2, 2<sup>nd</sup> Addition), and Arthur and Rita Lovell, owners of 1401 Wyoming Avenue (the south ½ of Lot 8, Block 2, 2<sup>nd</sup> Addition), have submitted an application to vacate a 4-foot wide portion of the 14<sup>th</sup> Street right of way immediately adjacent to these properties;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise on July 31, 2014, and mailed to owners of property within 300 feet on July 25, 2014;

WHEREAS, a public hearing was held on August 19, 2014 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested street vacation;

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public to vacate and abandon the east four feet of the 14<sup>th</sup> Street right-of-way adjacent to Lot 8, Block 2, of the Plat of 2<sup>nd</sup> Addition to the Town of Cody, and to convey the same to the adjacent properties upon the completion of certain requirements that are outlined forthwith;

BUT RESERVING AND EXCEPTING unto the City of Cody, Wyoming a utility easement over and across all of the 14<sup>th</sup> Street right-of-way to be vacated; except that portion occupied by the existing houses; and,

WHEREAS, the vacation, abandonment and conveyance of the above-described property will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING that:

1. The following described real property is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to David and Frances Masterman upon completion of Conditions A and B noted herein, to wit:

The east four (4) feet of that portion of the 14<sup>th</sup> Street right-of-way within the Plat of 2<sup>nd</sup> Addition to the Town of Cody, lying adjacent to the North ½ of Lot 8, Block 2 of said plat.

CONDITION A: David and Frances Masterman shall provide payment in the amount of \$758.00.

CONDITION B: David and Frances Masterman shall pay ½ of all publication fees related to this ordinance.

2. That upon completion of the conditions noted in #1 above, that the Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-

described real property, reserving unto the City and the south ½ of Lot 8, Block 2 of the Plat of 2<sup>nd</sup> Addition to the Town of Cody, a utility easement as described below:

*Description of utility easement:* See Attached Exhibit A for the North ½ of Lot 8, Block 2.

3. The following described real property is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to Arthur and Rita Lovell upon completion of Conditions A and B noted herein, to wit:

The east four (4) feet of that portion of the 14<sup>th</sup> Street right-of-way within the Plat of 2<sup>nd</sup> Addition to the Town of Cody, lying adjacent to the South ½ of Lot 8, Block 2 of said plat.

CONDITION A: Arthur and Rita Lovell shall provide payment in the amount of \$707.00.

CONDITION B: Arthur and Rita Lovell shall pay ½ of all publication fees related to this ordinance.

4. That upon completion of the conditions noted in #3 above, that the Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-described real property, reserving unto the City a utility easement as described below:

*Description of utility easement:* See Attached Exhibit A for the South ½ of Lot 8, Block 2.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING August 19, 2014

PASSED ON SECOND READING \_\_\_\_\_

PASSED, ADOPTED AND APPROVED ON  
THIRD AND FINAL READING \_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Baker, Administrative Services Director

**ORDINANCE 2014-15**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A  
10-FOOT WIDE ALLEY LOCATED SOUTH OF 1707 29TH STREET (LOT 71-  
28A OF THE MCLAIN SUBDIVISION).**

WHEREAS, pursuant to Wyoming Statute § 15-6-104, the governing body of the City of Cody may vacate streets or parts thereof;

WHEREAS, the Kruger Family Trust, as owners of 1701 and 1707 29<sup>th</sup> Street (Lot 71-28A of the McLain Subdivision) have submitted an application to vacate all or part of the 10-foot wide alley along the south side of said lot;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise and mailed to all neighboring property owners along the alley and in the vicinity;

WHEREAS, a public hearing was held on August 19, 2014 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested street vacation;

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public to vacate and abandon the north five feet of the alley and convey the same to the adjacent property owner (Kruger Family Trust) upon the completion of certain requirements that are outlined forthwith;

BUT RESERVING AND EXCEPTING unto the City of Cody, Wyoming a utility easement over and across the portion of the alley to be vacated; except that portion occupied by the existing building; and

WHEREAS, the vacation, abandonment and conveyance of the above-described property will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING that:

1. The following described real property is hereby vacated and abandoned by the City of Cody, Wyoming and is hereby conveyed to the Kruger Family Trust upon completion of Conditions A, B and C noted herein, to wit:

The north five feet of the 10-foot alley along the south side of Lot 71-28A of the McLain Subdivision.

CONDITION A: The Kruger Family Trust shall provide payment in the amount of \$1,836.00.

CONDITION B: The Kruger Family Trust shall relocate the electrical and cable services that serve the lot to the west (2808 Central Avenue) as specified by the utility providers, so that they are within the utility easement or alley and not over the building at 1707 29<sup>th</sup> Street.

CONDITION C: The Kruger Family Trust is responsible for the publication costs related to adoption of this ordinance.

2. That upon completion of the conditions noted in #1 above, that the Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the above-described real property (North five feet of the 10-foot alley), reserving unto the City and Lot 71-28B a utility easement as described below.

*Description of utility easement:* See EXHIBIT A.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING August 19, 2014

PASSED ON SECOND READING \_\_\_\_\_

PASSED, ADOPTED AND APPROVED ON  
THIRD AND FINAL READING \_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor

ATTEST:

\_\_\_\_\_  
Cindy Baker, Administrative Services Director

**EXHIBIT A**

**LEGAL DESCRIPTION FOR A PORTION OF ALLEY OVER  
LOT 71-28-A TO BE VACATED AND RETAINED AS A  
UTILITY EASEMENT TO BENEFIT THE CITY OF CODY**

Being a parcel of land lying within Lot 71-28-A of McLain Subdivision, within the City of Cody, Within Tract 71, Resurvey, T.53N., R.101W., 6<sup>TH</sup> P.M., Park County, Wyoming. Said Parcel being more particularly described as follows:

Beginning at a found aluminum cap marking the southeast corner of said Lot 71-28-A, thence N.89°39'42"W., along the south line of said Lot 71-28-A, 79.93 feet, to a found aluminum cap marking the southwest corner thereof; thence N.0°05'35"E., along the west line of said Lot 71-28-A, 10.00 feet, to the north line of a dedicated alley by said McLain Subdivision; thence S.89°39'42"E., along said alley, also being parallel with and offset 10 feet northerly of the south line of said Lot 71-28-A, 4.41 feet, to a point on the outside edge of an existing structure; thence S.0°46'58"W., along the outside edge of said structure, 4.48 feet; thence S.88°57'26"E., along the outside edge of said structure, 30.39 feet; thence N.0°46'58"E., along the outside edge of said structure, 4.85 feet, to a point on the north line of said dedicated alley; thence S.89°39'42"E., along said alley, also being parallel with and offset 10 feet northerly of the south line of said Lot 71-28-A, 45.15 feet, to a point on the east line of said Lot 71-28-A, said line also being the west right-of-way line of 29<sup>th</sup> Street; thence S.0°07'44"W., along the east line of said Lot 71-28-A, 10.00 feet, more or less, to the POINT OF BEGINNING.

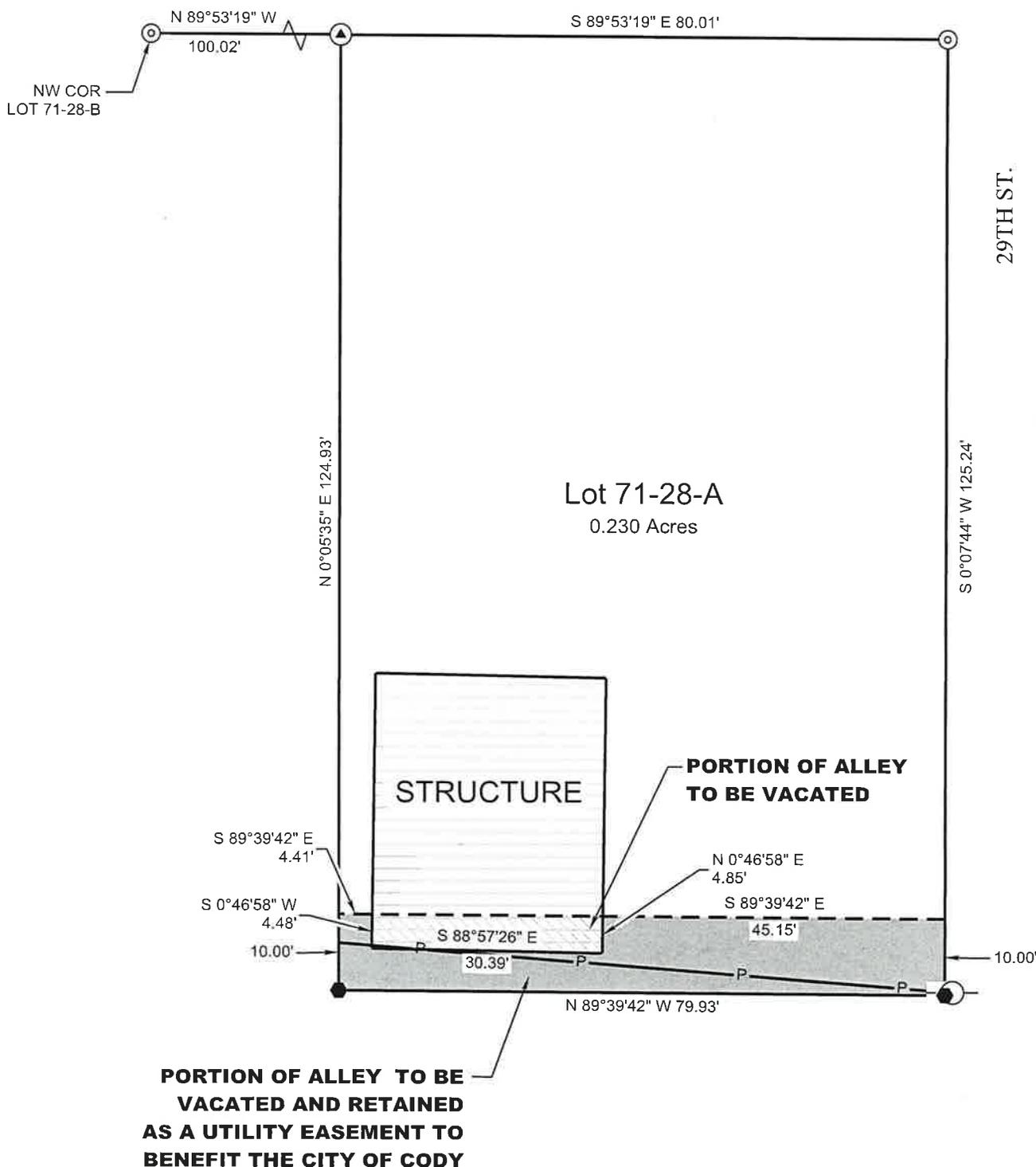
CONTAINING 0.015 Acres, more or less.

REFERENCE THE RECORD OF SURVEY ATTACHED HERETO.



T.53N., R.99W. (RESURVEY)

CENTRAL AVE.



**PORTION OF ALLEY TO BE VACATED AND RETAINED AS A UTILITY EASEMENT TO BENEFIT THE CITY OF CODY**

**CERTIFICATE OF SURVEYOR**

I, Justin G. Ness, being a Registered Land Surveyor in the State of Wyoming do hereby certify that this Record of Survey and Field Survey were completed by me or under my direct supervision and that both are accurate to the best of my knowledge and in compliance with all State, County, and Local statutory provisions and regulations. This Record of Survey was based upon an actual Field Survey completed on August 8th, 2014. WY PLS 14276

| LEGEND |   |
|--------|---|
| ⊙      | Found Iron Pipe                           |
| ○      | Power Pole                                |
| ●      | Found Aluminum Cap                        |
| ---    | Record Alley Line                         |
| -P-    | Overhead Power Line                       |
| ⊕      | Set 2 1/2" Aluminum Cap on 5/8"x24" Rebar |



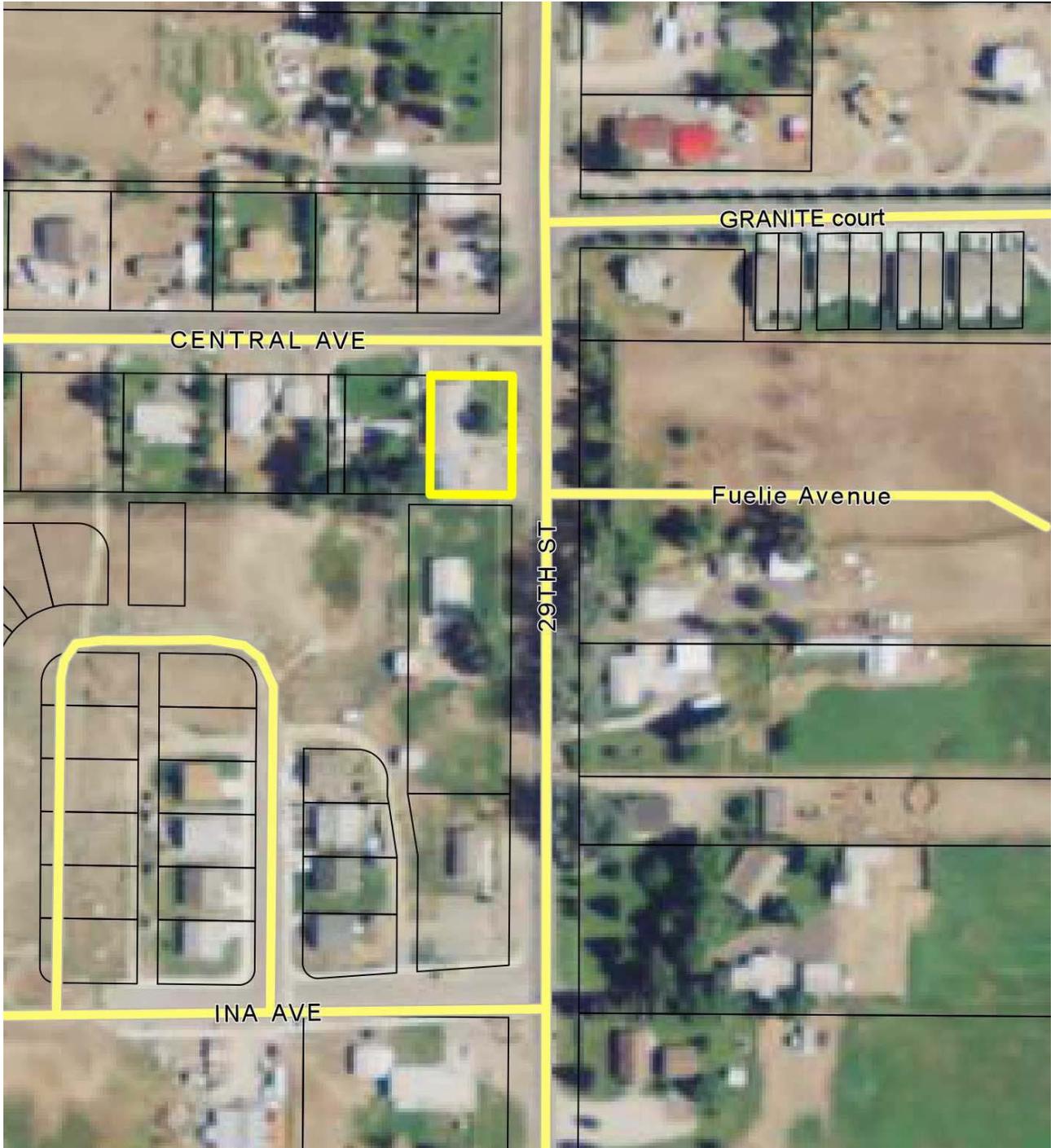
RECORD OF SURVEY  
 SHOWING  
 LOT 71-28-A  
 WITHIN  
 MCLAIN SUBDIVISION  
 TRACT 71, RESURVEY, T.53N., R.99W., 6TH P.M.  
 PARK COUNTY, WYOMING  
 NANCY KRUGER, CODY, WY

PROJECT NO. 141254



ENGINEERING • SURVEYING • PLANNING  
 502 33RD ST., CODY, WYOMING 82414

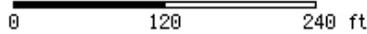
### Park County Wyoming MapServer



-  Highways
-  County Roads
-  Lot and Parcel Lines
-  Rivers, Creeks, Lakes
-  Incorporated Towns
-  Yellowstone National Park
-  US Forest Service
-  BLM
-  Bureau of Reclamation
-  State of Wyoming
- 2012 Aerial Photography



Park County provides this map for illustrative purposes only and assumes no liability for actions taken by users based on information shown.



8/13/2014

Enter text you would like to print here. This layout is designed for 8½"x11" portrait printing. You can change page size and scale by clicking on the scale bar.

**ORDINANCE NO. 2014-12**

**AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1  
AND 2, CONTRACTOR'S LICENSE OF THE CITY OF CODY  
MUNICIPAL CODE**

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

Title 9, Chapter 3, Sections 1 and 2, CONTRACTOR'S LICENSE, is repealed in its entirety.

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

|                           |                        |
|---------------------------|------------------------|
| PASSED ON FIRST READING:  | <u>July 16, 2014</u>   |
| PASSED ON SECOND READING: | <u>August 19, 2014</u> |
| PASSED ON THIRD READING:  | _____                  |

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director

**ORDINANCE NO. 2014-13**

**AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTORS LICENSE, OF THE CODY CITY CODE.**

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

Title 9, Chapter 3, Sections 1 and 2, entitled Contractor's License, are in their entirety, hereby enacted and effective as of the date of the third and final reading and following the required publication of this Ordinance.

**Chapter 3  
CONTRACTOR'S LICENSE**

**9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

**9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR REEXAMINATION:**

**9-3-3: TERM OF LICENSE; INITIAL AND RENEWAL FEES; EXPIRED LICENSE NOT TO BE RENEWED:**

**9-3-4: GROUNDS AND PROCEDURE FOR SUSPENSION OR REVOCATION OF LICENSE; EFFECTS THEREOF:**

**9-3-5: INSURANCE REQUIRED:**

**9-3-6: PERSONS EXCLUDED FROM REQUIREMENTS OF CHAPTER:**

**9-3-1: REQUIRED; EXCEPTIONS; LICENSING CATEGORIES:**

It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in or on any building or structure within the city unless the person is licensed in the particular contracting category under the provisions of this chapter, or except as otherwise provided in this chapter.

A property owner who is not a licensed contractor may be issued permits to construct, enlarge, alter, repair, move, improve, remove, convert, demolish, do electrical, plumbing or mechanical work in, on or for a single-family dwelling provided that such work is to be performed by the property owner who resides on the property or intends to reside on the property. A person permitted to work on a single-family dwelling pursuant to this section may also work on a garage (whether attached or detached) and other private accessory buildings on the same lot as the residence.

A property owner may act as their own General Contractor for commercial property or residential property in which they do not reside subject to the conditions and limitations of this section. ~~Where a property owner is acting in this capacity, all work shall be performed by licensed subcontractors, and the property owner shall not perform any of the work, except as otherwise allowed by this ordinance. All work shall be inspected by the building official, and shall comply with the current codes then in effect. A property owner may complete minor alterations, repairs, improvements, such as minor trim work, carpeting, painting, flooring, window coverings and other cosmetic work, as long as all work is permitted and inspected by the City of Cody as required by this code.~~ Unlicensed property owners shall not perform ~~work which~~ work which involves structural components, electrical, plumbing, mechanical work, roofing, or any other work which is required by this code to be performed by a person with a Class A, B or C contractor's license.

No owner shall be granted more than two (2) permits in any five (5) years for the construction of a new single-family dwelling. Where an owner is granted such a permit,

all elements shall be inspected and comply fully with the current codes as herein adopted. For work on existing single family dwellings, there shall be no limit on the number of permits a property owner may receive to perform repairs, remodeling, alterations and improvements on their own property where they reside. Proof of residency or proof of intent to reside on a property where the building has not yet been completed shall be provided by signing a sworn statement contained within the building permit application, verifying that the person submitting the application intends to use the property where work is being performed as their full-time residence

Decorators, painters, carpet, flooring and tile layers, wallpaperers, drapers, sign painters and those involved in nonstructural maintenance work are specifically excluded from the provisions of this section.

Class A Contractor – Two (2) categories:

Category 1: General Building Contractor “A” or “B” contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the commercial construction contracting business. The General Building Contractor “A” or “B” contractor's license shall license persons to perform construction contracting for either Commercial or Residential construction.

Category 2: Residential Contractor “C” contractor's license, as defined by the Wyoming Trades Certification Program sponsored by the Wyoming Association of Municipalities (WAM) or the National Standard Exams as given by the International Code Council (ICC), shall be required of persons engaged in the residential construction contracting business. The Residential Contractor “C” contractor's license shall limit persons to perform construction contracting to Residential construction.

Class B: A class B contractor's license shall be required of persons engaged in construction contracting work of electrical, plumbing, HVAC, fire suppression/sprinkler system installation, low voltage electric installation/telecommunications, refrigeration and elevator installation. Permits shall be obtained from the city for work regulated by the international codes adopted in this chapter.

Class C: A class C contractor's license shall be required of all other persons engaged in the contracting business. These include framers, fencing installers, demolition, drywall, stucco/plaster, acoustical t-bar, insulation, masonry, concrete, landscaping/sprinkler systems, glass/glazing, stove installation, steel fabrication and erection, water conditioning, siding, roofing, rebar installers, commercial railing fabricators/installers, sheet metal fabricators, conveyor system installers, asbestos abatement, ground stabilization/mud jacking, sign/awning installers.

"Construction contracting" as used herein shall include the erection, construction, assembling, enlarging, structurally altering, moving, removing, demolishing and doing electrical, plumbing or mechanical work in or on any building or structure regulated by the city.

### **9-3-2: APPLICATION; APPLICATION FEE; APPLICATION FOR REEXAMINATION:**

Class A Licensee: Any person desiring to be licensed as a Class A licensee, Category 1 or Category 2, shall fully complete the City of Cody Contractor’s License Application form, provide proof of experience as required in said application form, show proof of passing the General Contracting (Building Construction) Examination of the Wyoming Trades Certification program as sponsored by the Wyoming Association of Municipalities and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

Class B Licensee: Any person desiring to be licensed as a class B licensee shall complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form, show proof of passing the Examination of the Wyoming Trades Certification program as sponsored by the Wyoming Association of Municipalities, for the trade for which licensure is sought, and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

Class C Licensee: Any person desiring to be licensed as a class C licensee shall complete the City of Cody Contractor's License Application form, provide proof of experience as required in said application form in the area of applicable work and make written application to the contractors' examination board. The application fee shall be as established by the Building Official and approved by the governing body. Such fee shall accompany the application and is nonrefundable.

All Class A, Class B and Class C license applicants shall be interviewed in person by the Building Official or may, with advance permission of the Building Official, be interviewed by telephone. Any such person shall present to the Building Official proof of their qualifications, and may be required to appear before the board. Any person who fails to pass the prerequisite qualification may make reapplication after expiration of a thirty (30) day period and upon payment of additional application fee.

If a Class A, Class B or Class C license is needed for work to begin prior to the next contractors' board meeting, the Building Official may issue a conditional license if he/she determines that all requirements for licensing appear to be met. The board will review the application at the next regularly scheduled meeting. A conditional license shall expire on the date of the next regularly scheduled meeting of the contractors' board and the granting of a conditional license shall not be construed as an assurance, promise or guarantee that the contractors' board will approve the application.

Appeals from any action of the board shall be submitted to the governing body.

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

PASSED ON FIRST READING:                    \_ July 16, 2014 \_  
PASSED ON SECOND READING:                \_ August 19, 2014 \_\_\_\_\_  
PASSED ON THIRD READING:                 \_\_\_\_\_

\_\_\_\_\_  
Nancy Tia Brown, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director