

City of Cody City Council

AGENDA

EXECUTIVE SESSION –5:45 p.m. – To consider or receive information classified as confidential by law - pursuant to Wyoming State Statute 16-4-405(a)(ix) and to discuss potential litigation – pursuant to Wyoming State Statute 16-4-405(a)(iii)

Tuesday, September 16, 2014 - 7:00 p.m. (Pre-Meeting 6:30 p.m.)

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

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

Street Closure – 9/18
Hazardous Waste Day – 9/20
Raw Water System Shut Off - 10/6

Proclamation – Constitution Week

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 Regular Meeting Minutes from 09/2/14.
 - b. Approve Vouchers and Payroll in the amount of \$1,996,823.17.
 - c. Approve the request from Central Wyoming Neurosurgery terminate their lease of Suite A in the Nichol Mall effective October 1, 2014 instead of December 31, 2014.
 - d. Authorize the payment in the amount of \$2,775 to Mark Musser for an electrical easement.
 - e. Award Bid 2014-10 to Jerry's Electric for surplus transformers for a price of \$7,730.00.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
 - a. A public hearing to determine if it is in the public interest to approve a transfer of location of a retail liquor license for Soaring Peak Enterprises dba Soaring Peak Liquor and Saloon from 544 Yellowstone to 1102 Beck Avenue.
 - b. A public hearing to determine if it is in the public interest to approve a transfer of ownership of a retail liquor license from Gulch Street Properties LLC dba Whole Foods Trading Co. located at 1134 13th Street to Walmart Stores, Inc. dba Walmart located at 321 Yellowstone Avenue
4. Conduct of Business

- a. Consider a request from Cody High School Student Council to use Beck Lake Park on Thursday, October 2, 2014 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, October 3, 2014 at 1:00 p.m., contingent upon approval from WYDOT and providing liability insurance and sponsor other associated staffing and equipment cost in the amount of \$1,263.75 to be funded out of the Lodging Tax fund.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson(s): Jessica Allman, Paige Ballard, Elizabeth Hanson
and/or Sam Scott – Cody High School

- b. Consider approving the transfer of location the retail liquor license from 544 Yellowstone Avenue to 1102 Beck Avenue for the retail license held by Soaring Peak Enterprises dba Soaring Peak Liquor and Saloon to park as a non-operational license for up to two years.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson(s): Vaughn and/or Brenna Place, Soaring Peak Enterprises

- c. Consider approving the transfer of ownership of a retail liquor license from Gulch Street Properties LLC dba Whole Foods Trading located at 1134 13th Street to Walmart Stores, Inc. dba Walmart located at 321 Yellowstone Avenue.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson(s): John Dickson, Walmart and/or Steve Simonton

- d. **RESOLUTION 2014-08**

A RESOLUTION AUTHORIZING THE USE OF FIREARMS FOR HUNTING WITHIN A DESIGNATED AREA OF THE CORPORATE LIMITS OF THE CITY OF CODY.

Staff Reference: Todd Stowell, City Planner

- e. **ORDINANCE 2014-14 THIRD AND FINAL READING**

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

Staff Reference: Todd Stowell, City Planner

- f. **ORDINANCE 2014-15 THIRD AND FINAL READING**

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

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

6. Matters from Staff Members or Council Members

Proclamation

Whereas, September 17, 2014, marks the two hundred twentieth-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

Now, therefore I, Mayor Nancy Tia Brown by virtue of the authority vested in me as Mayor of Cody, Wyoming, do hereby proclaim the week of September 17 through 23 as Constitution Week.

And ask our citizens to reaffirm the ideals the framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering the lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Cody to be affixed this 16th day of September of the year of our Lord two thousand and fourteen.

Signed _____
Mayor Nancy Tia Brown

SEAL
Attest _____
Cynthia Baker, Administrative Services Officer

City of Cody
Council Proceedings
Tuesday, September 2, 2014

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, September 2, 2014 at 7:00 p.m.

Present: Mayor Nancy Tia Brown, Council Members Donny Anderson, Jerry Fritz, Landon Greer, Steve Miller and Stan Wolz, City Administrator Barry Cook, City Attorney Scott Kolpitzke and Administrative Services Officer, Cindy Baker.

Absent: Council Member Bryan Edwards.

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

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

Mayor Brown read a proclamation declaring September 7-13, 2014 as Wyoming Public Radio Week.

Mayor Brown introduced Barry Cook as the new City Administrator.

Council Member Miller made a motion seconded by Council Member Anderson to approve the consent calendar as presented including approval of Minutes of the Special Meeting Minutes from 8/14/14 and Regular Meeting Minutes from 08/19/14; 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; 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; 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; 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. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Wolz to approve Vouchers and Payroll in the amount of \$783,711.34. Council Member Greer recused himself from the vote due to conflict of interest. Vote was unanimous from the remaining Council Members.

Council Member made a motion seconded by Council Member to reinstate a six (6) month membership rate of \$135 for a six month period and allow this group or others to utilize this membership rate. Vote was unanimous.

ORDINANCE 2014-14 SECOND READING

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

ORDINANCE 2014-15 SECOND READING AS AMENDED

AN ORDINANCE VACATING, ABANDONING AND CONVEYING A 10-FOOT WIDE ALLEY LOCATED SOUTH OF 1707 29TH STREET (LOT 71-28A OF THE MCLAIN SUBDIVISION). Council Member Anderson made a motion seconded by Council Member Greer to approve Ordinance 2014-15 on Second Reading. Vote was unanimous.

ORDINANCE 2014-12 – THIRD AND READING

AN ORDINANCE REPEALING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2, CONTRACTOR'S LICENSE. Council Member Wolz made a motion seconded by Council Member Greer to approve Ordinance 2014-12 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2014-13 – THIRD AND FINAL READING
AN ORDINANCE ENACTING TITLE 9, CHAPTER 3, SECTIONS 1 AND 2,
CONTRACTOR’S LICENSE. Council Member Greer made a motion seconded by Council Member Wolz to approve Ordinance 2014-13 on Third and Final Reading. Voting in favor were Council Members Greer, Anderson, Fritz, Wolz and Mayor Brown. Opposed was Council Member Miller. Motion carried.

There being no further business, Mayor Brown adjourned the meeting at 7:39 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
813-NCPERS WYOMING							
125412							
	08312014	PREMIUM	09/04/2014	384.00	384.00	09/08/2014	
Total 125412:				384.00	384.00		
A & I DISTRIBUTORS							
127557							
	2524855	OIL, HYDRAULIC	08/27/2014	391.05	391.05	09/17/2014	HYD. 46
	2524855	DRUM DEPOIST	08/27/2014	35.00	35.00	09/17/2014	
Total 127557:				426.05	426.05		
ACE HARDWARE							
2390							
	285603	RAW WATER REPAIRS	07/14/2014	15.04	15.04	09/17/2014	
	285613	RAW WATER REPAIRS	07/14/2014	10.05	10.05	09/17/2014	
	285820	SUPPLIES	07/16/2014	8.99	8.99	09/17/2014	
	286922	SUPPLIES	07/30/2014	11.99	11.99	09/17/2014	
	288461	SKYLINE SUB PROJECT	08/18/2014	4.90	4.90	09/17/2014	
	288558	SKYLINE SUB PROJECT	08/19/2014	6.58	6.58	09/17/2014	
	288636	SKYLINE SUB PROJECT	08/20/2014	16.27	16.27	09/17/2014	
	288708	SYSTEM UPGRADE - NEWTON	08/21/2014	18.73	18.73	09/17/2014	
	288709	SUPPLIES	08/21/2014	7.99	7.99	09/17/2014	
	288793	SUPPLIES	08/22/2014	119.96	119.96	09/17/2014	
	289016	SUPPLIES	08/26/2014	25.98	25.98	09/17/2014	
	289022	SUPPLIES	08/26/2014	14.99	14.99	09/17/2014	
	289068	SUPPLIES	08/27/2014	87.41	87.41	09/17/2014	
	289081	SUPPLIES	08/27/2014	22.46	22.46	09/17/2014	
	289128	SYSTEM UPGRADE - NEWTON	08/27/2014	10.16	10.16	09/17/2014	
	289133	TOOL BOX	08/27/2014	38.99	38.99	09/17/2014	
	289133	CABLE TIES	08/27/2014	13.99	13.99	09/17/2014	
	289478	PLASTIC BUCKERS	09/03/2014	9.98	9.98	09/17/2014	
	289634	SUPPLIES	09/05/2014	5.98	5.98	09/17/2014	
	289807	SUPPLIES	09/08/2014	2.98	2.98	09/17/2014	
Total 2390:				453.42	453.42		
ADVANCED INFO SYSTEMS							
129162							
	11672	CYCLE 2 OUTSOURCE BILLS	08/26/2014	178.43	178.43	09/17/2014	
	11683	CYCLE 3 OUTSOURCE BILLS	08/27/2014	403.42	403.42	09/17/2014	
	11700	CYCLE 4 OUTSOURCE BILLS	09/04/2014	236.17	236.17	09/17/2014	
Total 129162:				818.02	818.02		
ALLDATA, LLC							
123015							
	FW 247056	ALL DATA PROGRAM SUPSCRI	08/25/2014	1,500.00	1,500.00	09/17/2014	
Total 123015:				1,500.00	1,500.00		
AMERICAN FAMILY LIFE ASSUR							
550							
	257200	EMPLOYEE PREMIUMS	09/04/2014	2,243.92	2,243.92	09/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 550:				2,243.92	2,243.92		
AMERICAN WELDING & GAS, INC.							
128592							
	02879423	SAFETY GLOVES	08/29/2014	13.83	13.83	09/17/2014	
	02882639	SUPPLIES	08/31/2014	73.85	73.85	09/17/2014	
	02882640	CO2	08/31/2014	20.53	20.53	09/17/2014	
Total 128592:				108.21	108.21		
ANDERSON, NEAL							
130148							
	20067033	REFUND UTILITY DEPOSIT	09/03/2014	160.44	160.44	09/17/2014	
Total 130148:				160.44	160.44		
ARBOR SOLUTIONS TREE CARE							
129915							
	090214	RIGHT OF WAY CLEARING	09/02/2014	600.00	600.00	09/17/2014	
	090214	RIGHT OF WAY CLEARING	09/02/2014	600.00	600.00	09/17/2014	
Total 129915:				1,200.00	1,200.00		
ASPEN PRACTICE P.C.							
127886							
	081914	PRE-EMPLOYMENT TESTING-S	08/19/2014	1,694.00	1,694.00	09/17/2014	
Total 127886:				1,694.00	1,694.00		
BEADLES, ROBYN							
130152							
	348685	REC CENTER REFUND	09/03/2014	5.00	5.00	09/17/2014	
Total 130152:				5.00	5.00		
BETTER BODY FITNESS							
127727							
	12270	ANNUAL MAINTENANCE	08/18/2014	1,829.00	1,829.00	09/17/2014	
Total 127727:				1,829.00	1,829.00		
BLOEDORN LUMBER							
1590							
	1900660	SKYLINE SUBDIVISION PROJE	09/08/2014	9.49	9.49	09/17/2014	
Total 1590:				9.49	9.49		
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
	081814	INSURANCE PREMIUMS	08/18/2014	108,228.88	108,228.88	09/17/2014	
	081814	INSURANCE PREMIUMS	08/18/2014	2,531.63-	2,531.63-	09/17/2014	
Total 1360:				105,697.25	105,697.25		
BOBCAT OF BIG HORN BASIN, INC.							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
128623							
	9747	BROOM CYLINDER - BOBCAT	08/14/2014	386.85	386.85	09/17/2014	
	9782	BOBCAT CYLINDER REPAIR	08/19/2014	291.79	291.79	09/17/2014	
	9814	BOBCAT BROOM BRUSHES	08/22/2014	1,159.74	1,159.74	09/17/2014	
	9820	BROOM BEARING - BOBCAT G0	08/25/2014	146.47	146.47	09/17/2014	
	9844	SKYLINE SUB PROJECT	08/27/2014	585.92	585.92	09/17/2014	
	9861	ACCIDENT REPAIR - BOBCAT G	08/28/2014	174.71	174.71	09/17/2014	
Total 128623:				2,745.48	2,745.48		
BOOT BARN, INC							
128267							
	SR 208793	UNIFORMS - JIM WENSELY	09/02/2014	262.45	262.45	09/17/2014	
Total 128267:				262.45	262.45		
BORDER STATES INDUSTRIES, INC							
1420							
	907916981	Conduit, 3" PVC - 10ft section	08/22/2014	2,499.20	2,499.20	09/17/2014	CONPVC310
	907958995	SYSTEM UPGRADE - NEWTON	08/29/2014	25.30	25.30	09/17/2014	
	907991499	SYSTEM UPGRADE - NEWTON	09/05/2014	273.24	273.24	09/17/2014	
Total 1420:				2,797.74	2,797.74		
BOYS & GIRLS CLUB OF PARK COUNTY							
1465							
	090414	COMMUNITY FUNDING ALLOCA	09/04/2014	1,500.00	1,500.00	09/17/2014	
Total 1465:				1,500.00	1,500.00		
BRIGHT FUTURES MENTORING PROGR							
126326							
	090414	COMMUNITY FUNDING ALLOCA	09/04/2014	525.00	525.00	09/17/2014	
Total 126326:				525.00	525.00		
BURNS, CANDACE							
130138							
	2184013	REFUND UTILITY DEPOSIT	08/27/2014	129.05	129.05	09/17/2014	
Total 130138:				129.05	129.05		
CALVIN BENNETT CONSTRUCTION INC							
130139							
	1142	REFUND CONTRACTOR LICEN	08/27/2014	150.00	150.00	09/17/2014	
Total 130139:				150.00	150.00		
CARQUEST AUTO PARTS							
10200							
	2874-IC-25652	supplies - EL	08/07/2014	14.81	14.81	09/17/2014	
	2874-IC-25722	credit repair parts - VM	08/15/2014	54.28-	54.28-	09/17/2014	
	2874-IC-25791	credit repair parts - VM	08/22/2014	17.00-	17.00-	09/17/2014	
	2874-IC-25845	credit repair parts - VM	08/28/2014	14.45-	14.45-	09/17/2014	
	2874-ID-25599	repair parts - VM	08/01/2014	2.58	2.58	09/17/2014	
	2874-ID-25637	supplies - SW	08/06/2014	3.95	3.95	09/17/2014	
	2874-ID-25649	repair parts - VM	08/07/2014	13.96	13.96	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	2874-ID-25701	repair parts - VM	08/13/2014	54.28	54.28	09/17/2014	
	2874-ID-25721	repair parts - VM	08/15/2014	2.58	2.58	09/17/2014	
	2874-ID-25724	repair parts - VM	08/15/2014	2.78	2.78	09/17/2014	
	2874-ID-25748	repair parts - VM	08/19/2014	4.08	4.08	09/17/2014	
	2874-ID-25748	supplies - W	08/19/2014	9.19	9.19	09/17/2014	
	2874-ID-25749	supplies - VM	08/19/2014	10.55	10.55	09/17/2014	
	2874-ID-25750	repair parts - VM	08/19/2014	14.45	14.45	09/17/2014	
	2874-ID-25752	repair parts - VM	08/19/2014	6.50	6.50	09/17/2014	
	2874-ID-25753	repair parts - VM	08/19/2014	2.78	2.78	09/17/2014	
	2874-ID-25791	repair parts - VM	08/22/2014	92.59	92.59	09/17/2014	
	2874-ID-25804	repair parts - VM	08/25/2014	5.43	5.43	09/17/2014	
	2874-ID-25817	repair parts - VM	08/26/2014	50.55	50.55	09/17/2014	
	2874-ID-25844	repair parts - VM	08/28/2014	14.45	14.45	09/17/2014	
	2874-ID-25844	repair parts - VM	08/28/2014	17.99	17.99	09/17/2014	
	2874-ID-25845	repair parts - VM	08/28/2014	23.12	23.12	09/17/2014	
	2874-ID-RSVD	repair parts - VM	08/15/2014	1.32	1.32	09/17/2014	
	2874-ID-RSVD-	Credit-invoice not charged to acco	08/15/2014	1.32-	1.32-	09/17/2014	
	Total 10200:			260.89	260.89		
CELLEBRITE USA, CORP.							
128777							
	145215	CELLEBRITE UFED UPGRADE -	08/11/2014	4,000.00	4,000.00	09/17/2014	
	145215	CELLEBRITE UFED UPGRADE -	08/11/2014	584.99	584.99	09/17/2014	
	Total 128777:			4,584.99	4,584.99		
CENTURY LINK							
10091							
	081914	PHONE CHARGED - SCHOOL O	08/19/2014	37.25	37.25	09/17/2014	
	Total 10091:			37.25	37.25		
CHARTER							
129861							
	082614	INTERNET - MINI GOLF	08/26/2014	49.90	49.90	09/17/2014	
	Total 129861:			49.90	49.90		
CHEYENNE POLICE DEPARTMENT							
125313							
	081214	WAGE REIMBURSEMENT - HEL	08/12/2014	7,222.21	7,222.21	08/27/2014	
	2014-0820	EXPENSE REIMBURSEMENT -	08/20/2014	435.97	435.97	08/27/2014	
	Total 125313:			7,658.18	7,658.18		
CITY OF CODY							
2260							
	082914	Utilities	08/29/2014	88.19	88.19	09/17/2014	
	082914	Utilities	08/29/2014	35.06	35.06	09/17/2014	
	082914	Utilities	08/29/2014	63.00	63.00	09/17/2014	
	082914	Utilities	08/29/2014	63.00	63.00	09/17/2014	
	082914	Utilities	08/29/2014	63.00	63.00	09/17/2014	
	082914	Utilities	08/29/2014	929.63	929.63	09/17/2014	
	082914	Utilities	08/29/2014	50.43	50.43	09/17/2014	
	082914	Utilities	08/29/2014	10.50	10.50	09/17/2014	
	082914	Utilities	08/29/2014	44.44	44.44	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	082914	Utilities	08/29/2014	572.39	572.39	09/17/2014	
	082914	Utilities	08/29/2014	79.71	79.71	09/17/2014	
	082914	Utilities	08/29/2014	46.75	46.75	09/17/2014	
Total 2260:				2,046.10	2,046.10		
CITY OF CODY							
127400							
	090514	PETTY CASH PD - HA INTEL	09/05/2014	20.00	20.00	09/17/2014	
	090514	PETTY CASH PD - NOTARY FEE	09/05/2014	18.00	18.00	09/17/2014	
	090514	PETTY CASH PD - NOTARY FEE	09/05/2014	18.00	18.00	09/17/2014	
Total 127400:				56.00	56.00		
CITY OF LANDER							
130136							
	081214	WAGE REIMBURSEMENT - HEL	08/12/2014	3,263.57	3,263.57	08/27/2014	
Total 130136:				3,263.57	3,263.57		
CITY OF ROCK SPRINGS							
130137							
	081214	WAGE REMINBURSEMENT - HE	08/12/2014	1,652.86	1,652.86	08/27/2014	
Total 130137:				1,652.86	1,652.86		
CODY CAB							
129079							
	082314	TIPSY TAXI VOUCHERS	08/23/2014	98.00	98.00	09/17/2014	
Total 129079:				98.00	98.00		
CODY CHILD CARE CENTER							
130149							
	1133016	DEPOSIT REFUND	09/03/2014	624.47	624.47	09/17/2014	
Total 130149:				624.47	624.47		
CODY WINNELSON COMPANY							
2850							
	137941-00	TEFLON TAPE	08/19/2014	2.01	2.01	09/17/2014	
Total 2850:				2.01	2.01		
COPENHAVER KATH KITCHEN KOLPITCKE LLC							
3140							
	090414	LEGAL SERVICES	09/04/2014	6,907.92	6,907.92	09/17/2014	
	090414	LEGAL SERVICES	09/04/2014	10.50	10.50	09/17/2014	
Total 3140:				6,918.42	6,918.42		
CRUM ELECTRIC							
3300							
	1585129-00	METER REPAIRS - LIVINGSTON	08/20/2014	287.09	287.09	09/17/2014	
	1586432-00	Conduit, 3" PVC - 3' radius 90	08/25/2014	24.24	24.24	09/17/2014	CONPVC390
	1586432-00	SKYLINE SUB PROJECT	08/25/2014	2.74	2.74	09/17/2014	
	1586602-00	Conduit, 3" PVC - 3' radius 90	08/25/2014	36.36	36.36	09/17/2014	CONPVC390

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	1586602-00	SKYLINE SUB PROJECT	08/25/2014	2.74	2.74	09/17/2014	
	1588191-00	SYSTEM UPGRADE - NEWTON	08/26/2014	4.03	4.03	09/17/2014	
	1588191-00	SAFETY SUPPLIES	08/26/2014	7.29	7.29	09/17/2014	
	1588716-00	CHILLER REPAIR PARTS	08/29/2014	83.60	83.60	09/17/2014	
	1588830-00	CHILLER REPAIR PARTS	09/02/2014	26.93	26.93	09/17/2014	
	1589097-00	CONNECTORS	09/02/2014	1.83	1.83	09/17/2014	
	1589745-00	SKYLINE SUBDIV PROJECT	09/05/2014	36.58	36.58	09/17/2014	
Total 3300:				513.43	513.43		
CUMMINS - ROCKY MT LLC							
123018							
	004-89196	PARTS - REC CENTER BUS	08/06/2014	145.26	145.26	09/17/2014	
Total 123018:				145.26	145.26		
CUSTOM GARAGE DOOR LLC							
127015							
	2870	14' DOOR EAST BAY	09/02/2014	2,730.00	2,730.00	09/17/2014	
Total 127015:				2,730.00	2,730.00		
DARLING, CHERYL							
128692							
	347890	REC CENTER REFUND	08/25/2014	28.00	28.00	09/17/2014	
Total 128692:				28.00	28.00		
DELL MARKETING							
3520							
	XJJF1W2C3	SUPPLIES	09/04/2014	29.98	29.98	09/17/2014	
	XJJF4D3D3	MONITORS	09/04/2014	935.97	935.97	09/17/2014	
	XJJF4FNC2	COMPUTER EQUIPMENT	09/04/2014	509.66	509.66	09/17/2014	
	XJJF58F98	SUPPLIES	09/04/2014	82.76	82.76	09/17/2014	
	XJJF5TJR5	COMPUTERS	09/04/2014	7,786.50	7,786.50	09/17/2014	
	XJJF686R1	MONITORS	09/04/2014	1,582.64	1,582.64	09/17/2014	
	XJJF7FW17	COMPUTER EQUIPMENT	09/04/2014	2,521.28	2,521.28	09/17/2014	
	XJJF97M21	COMPUTER LICENSE	09/04/2014	6,650.24	6,650.24	09/17/2014	
	XJJJ9X6C9	COMPUTERS (10)	09/08/2014	13,476.20	13,476.20	09/17/2014	
Total 3520:				33,575.23	33,575.23		
DENNY MENHOLT CHEVROLET							
129672							
	12959	CONNECTOR A06	08/13/2014	69.19	69.19	09/17/2014	
Total 129672:				69.19	69.19		
DIVERSIFIED INSPECTIONS							
126308							
	240137	EQUIPMENT INSPECTIONS	07/31/2014	225.00	225.00	09/17/2014	
	240137	EQUIPMENT INSPECTIONS	07/31/2014	225.00	225.00	09/17/2014	
	240137	EQUIPMENT INSPECTIONS	07/31/2014	450.00	450.00	09/17/2014	
	240137	EQUIPMENT INSPECTIONS	07/31/2014	225.00	225.00	09/17/2014	
	240137	EQUIPMENT INSPECTIONS	07/31/2014	2,000.00	2,000.00	09/17/2014	
	240137	EQUIPMENT INSPECTIONS	07/31/2014	675.00	675.00	09/17/2014	
	240137	EQUIPMENT INSPECTIONS	07/31/2014	225.00	225.00	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126308:				4,025.00	4,025.00		
DIVISION OF VICTIM'S SERVICES							
124470							
	090414	CRIME VICTIM'S COMP - AUG 2	09/04/2014	459.00	459.00	09/17/2014	
Total 124470:				459.00	459.00		
EARPHONE CONNECTIO							
126312							
	237063	ACCESS FOR NEW RADIOS FO	07/23/2014	541.05	541.05	09/17/2014	
Total 126312:				541.05	541.05		
EASTMAN, RINDA							
129952							
	090314	PERSONAL TRAINING - REC CE	09/03/2014	24.00	24.00	09/17/2014	
Total 129952:				24.00	24.00		
ELECTRICAL ALLY, INC.							
129214							
	1487	HOOK UP PUMP	03/31/2014	94.32	94.32	09/17/2014	
	1601	FIX BALLASTS ON POOL LIGHT	06/06/2014	73.35	73.35	09/17/2014	
	1747	INSTALL EMERGENCY STOPS	08/14/2014	5,430.60	5,430.60	09/17/2014	
Total 129214:				5,598.27	5,598.27		
EMPIRE WEST INC							
130127							
	39681	HYDRANT EXTENSION	08/20/2014	749.02	749.02	09/17/2014	
Total 130127:				749.02	749.02		
ENERGY WEST							
2630							
	082614	UTILITIES	08/26/2014	45.12	45.12	09/17/2014	
	090814	UTILITIES - REC CENTER	09/08/2014	2,640.97	2,640.97	09/17/2014	
	090814	UTILITIES - REC CENTER AQUA	09/08/2014	7,922.90	7,922.90	09/17/2014	
Total 2630:				10,608.99	10,608.99		
ENGINEERING ASSOCIATES							
4140							
	30408011	WWTF DISCHARGE REPLACEM	08/20/2014	3,347.50	3,347.50	09/17/2014	
	3040812	16TH ST AT STAMPEDE TW & S	08/20/2014	14,190.56	14,190.56	09/17/2014	
	3040812	16TH ST AT STAMPEDE TW & S	08/20/2014	3,547.64	3,547.64	09/17/2014	
	3408013	WWTF PRETREATMENT	08/20/2014	5,013.00	5,013.00	09/17/2014	
	3408014	KMART EASEMENT	08/20/2014	1,736.00	1,736.00	09/17/2014	
Total 4140:				27,834.70	27,834.70		
EVIDENT, INC.							
126184							
	88012A	METH TEST KITS	08/13/2014	60.50	60.50	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126184:				60.50	60.50		
FARM PLAN CORPORATION							
4210							
	1520841	CHAIN LINK - IO6	07/25/2014	22.35	22.35	09/17/2014	
Total 4210:				22.35	22.35		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY55526	BOLT- REC CENTER BUS	08/14/2014	1.08	1.08	09/17/2014	
	WYCDY55624	SAW BLADES	08/19/2014	74.89	74.89	09/17/2014	
	WYCDY55792	TOOLS	08/26/2014	114.32	114.32	09/17/2014	
	WYCDY55946	NUTS / BOLTS / WASHERS	09/03/2014	25.47	25.47	09/17/2014	
	WYCDY55979	MATERIAL & SUPPLIES	09/04/2014	42.49	42.49	09/17/2014	
Total 126018:				258.25	258.25		
FORWARD CODY WYOMING, INC							
127450							
	DDR-00000197	CODY LABS WAREHOUSE	08/04/2014	179,118.00	179,118.00	09/17/2014	
Total 127450:				179,118.00	179,118.00		
FREMONT MOTOR CODY, INC							
4370							
	129000	MODULE ON POLICE CAR A04	08/14/2014	126.70	126.70	09/17/2014	
	129033	COIL - POLICE CAR A05	08/14/2014	334.55	334.55	09/17/2014	
	129152	ALTERNATOR - A09 POLICE CA	08/26/2014	377.60	377.60	09/17/2014	
	129185	CORE RETURN	08/27/2014	40.00	40.00	09/17/2014	
Total 4370:				798.85	798.85		
GAMBLES							
4450							
	310307	PIPE SEALANT	08/19/2014	5.04	5.04	09/17/2014	
Total 4450:				5.04	5.04		
GDA ENGINEERS							
4620							
	09/04/14 - 000	PROFESSIONAL FEES - FIELD	09/04/2014	310.00	310.00	09/17/2014	
Total 4620:				310.00	310.00		
GEORGE T. SANDERS COMPANY							
128246							
	13238812-00	REC CENTER - STEAM ROOM S	09/05/2014	175.00	175.00	09/17/2014	
Total 128246:				175.00	175.00		
GLOBAL TECHNOLOGY RESOURCES INC							
130118							
	IC0434248	COMPUTER SUPPORT	09/03/2014	819.00	819.00	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130118:				819.00	819.00		
GOOD 2 GO STORES							
129982							
	NP42176311	August Fuel	09/01/2014	1,500.11	1,500.11	09/17/2014	
	NP42176311	August Fuel	09/01/2014	244.09	244.09	09/17/2014	
	NP42176311	August Fuel	09/01/2014	2,723.03	2,723.03	09/17/2014	
	NP42176311	HA August Fuel	09/01/2014	2,289.46	2,289.46	09/17/2014	
	NP42176311	August Fuel	09/01/2014	782.81	782.81	09/17/2014	
	NP42176311	August Fuel	09/01/2014	2,022.81	2,022.81	09/17/2014	
	NP42176311	August Fuel	09/01/2014	169.08	169.08	09/17/2014	
	NP42176311	August Fuel	09/01/2014	396.68	396.68	09/17/2014	
	NP42176311	August Fuel	09/01/2014	150.10	150.10	09/17/2014	
	NP42176311	August Fuel	09/01/2014	191.26	191.26	09/17/2014	
	NP42176311	August Fuel	09/01/2014	3,887.01	3,887.01	09/17/2014	
	NP42176311	August Fuel	09/01/2014	358.50	358.50	09/17/2014	
	NP42176311	August Fuel	09/01/2014	76.40	76.40	09/17/2014	
	NP42176311	August Fuel	09/01/2014	7,246.60	7,246.60	09/17/2014	
	NP42176311	August Fuel	09/01/2014	320.63	320.63	09/17/2014	
	NP42176311	August Fuel	09/01/2014	117.83	117.83	09/17/2014	
	NP42176311	August Fuel	09/01/2014	720.92	720.92	09/17/2014	
	NP42176311	August Fuel	09/01/2014	887.37	887.37	09/17/2014	
	NP42176311	August Fuel	09/01/2014	564.29	564.29	09/17/2014	
	NP42176311	August Fuel	09/01/2014	1,522.09	1,522.09	09/17/2014	
	NP42176311	August Fuel	09/01/2014	1,279.51	1,279.51	09/17/2014	
Total 129982:				27,450.58	27,450.58		
GOOGLE, INC.							
129148							
	200154996	GOOGLE - EMAIL	08/21/2014	150.00	150.00	09/17/2014	
	200156213	GOOGLE - EMAIL	08/26/2014	3,850.00	3,850.00	09/17/2014	
Total 129148:				4,000.00	4,000.00		
GRADIANT MOUNTAIN SPORTS LLC							
125249							
	090314	SUP YOGA BOARD RENTAL FE	09/03/2014	40.00	40.00	09/17/2014	
Total 125249:				40.00	40.00		
GREAT WEST LINEN SUPPLY							
129966							
	4433	TOWELS	08/27/2014	35.00	35.00	09/17/2014	
Total 129966:				35.00	35.00		
GURRERA, FRANK							
130150							
	2085022	REFUND UTILITY DEPOSIT	09/03/2014	18.71	18.71	09/17/2014	
Total 130150:				18.71	18.71		
H B I INSURANCE							
12306							
	52544	BOND - CINDY BAKER	09/04/2014	100.00	100.00	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 12306:				100.00	100.00		
HARRIS TRUCKING & CONST. CO							
4780							
	125228	GEE BUILDING - DANZIK EXTE	08/25/2014	320.00	320.00	09/17/2014	
	125238	ASPHALT - SKYLINE PROJECT	08/27/2014	698.13	698.13	09/17/2014	
	125238	ASPHALT - SYSTEM REPAIR	08/27/2014	349.07	349.07	09/17/2014	
	125238	ASPHALT - SYSTEM UPGRADE	08/27/2014	349.06	349.06	09/17/2014	
	125278	DIG UP MAIN - YANKEE CAR W	09/03/2014	356.00	356.00	09/17/2014	
Total 4780:				2,072.26	2,072.26		
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
	2603306-01	SYSTEM REPAIR	08/19/2014	322.59	322.59	09/17/2014	
	2639973-00	SYSTEM UPGRADE	08/25/2014	141.71	141.71	09/17/2014	
	2639973-00	Conduit, 3" PVC - 3' radius 90	08/25/2014	126.36	126.36	09/17/2014	CONPVC390
Total 6730:				590.66	590.66		
HEARTLAND PAPER COMPANY							
128769							
	56190-0	MATERIAL & SUPPLIES	08/20/2014	460.75	460.75	09/17/2014	
Total 128769:				460.75	460.75		
HODGES, JOSHUA							
130145							
	4177022	REFUND UTILITY DEPOSIT	08/20/2014	18.29	18.29	09/17/2014	
Total 130145:				18.29	18.29		
I STATE TRUCK CENTER							
126019							
	C251162033:0	RADIATOR - D10 SEWER JET	09/14/2014	715.00	715.00	09/17/2014	
	C251162610:0	ANTIFREEZE TANK - C05	08/20/2014	251.76	251.76	09/17/2014	
	C251163025:0	PARTS RETURNED	08/28/2014	115.33	115.33	09/17/2014	
Total 126019:				1,082.09	1,082.09		
JACK'S TRUCK & EQUIPMENT							
125521							
	26501G	DEF FLUID	08/06/2014	184.53	184.53	09/17/2014	
Total 125521:				184.53	184.53		
JLG TRAINING ASSOCIATES INC							
130151							
	1297	MID MANAGEMENT SEMINAR	08/28/2014	235.00	235.00	09/17/2014	
Total 130151:				235.00	235.00		
JONES, AMY							
129954							
	090314	PERSONAL TRAINING - REC CE	09/03/2014	29.93	29.93	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129954:				29.93	29.93		
KEEGAN & WINSLOW LAW FIRM							
126040							
	090214	PROFESSIONAL FEES	09/02/2014	297.00	297.00	09/17/2014	
Total 126040:				297.00	297.00		
KENCO SECURITY & TECHNOLOGY							
9029							
	1155947	BATTERY - SECURITY SYSTEM	08/21/2014	46.25	46.25	09/17/2014	
	1155947	BATTERY - SECURITY SYSTEM	08/21/2014	46.25	46.25	09/17/2014	
	1155947	BATTERY - SECURITY SYSTEM	08/21/2014	46.25	46.25	09/17/2014	
	1155947	BATTERY - SECURITY SYSTEM	08/21/2014	46.25	46.25	09/17/2014	
Total 9029:				185.00	185.00		
KITCHEN, SCOTT							
129803							
	090214	REIMBURSE FOR MILEAGE	09/02/2014	40.32	40.32	09/17/2014	
Total 129803:				40.32	40.32		
KOONS, JOHN H							
129498							
	090414	RESTITUTION FROM MC-1205-0	09/04/2014	150.00	150.00	09/17/2014	
Total 129498:				150.00	150.00		
LARAMIE COUNTY SFERIFFS OFFICE							
130146							
	082714	WAGE REIMBURSEMENT FOR	08/27/2014	1,423.98	1,423.98	09/04/2014	
Total 130146:				1,423.98	1,423.98		
LEXISNEXIS MATTHEW BENDER							
6135							
	62303813	WY CRIMINAL & TRAFFIC LAW	08/21/2014	1,202.86	1,202.86	09/17/2014	
Total 6135:				1,202.86	1,202.86		
LINEBERGER, THERESA							
130140							
	348209	REC CENTER REFUND	08/26/2014	136.00	136.00	09/17/2014	
Total 130140:				136.00	136.00		
LOMCO INC							
126874							
	025307-01	CHIP SEAL OIL TRUCKING	08/15/2014	1,305.69	1,305.69	09/17/2014	
	026063-01	CHIP SEAL OIL TRUCKING	08/07/2014	1,292.27	1,292.27	09/17/2014	
	026134-01	CHIP SEAL OIL TRUCKING	08/15/2014	1,096.74	1,096.74	09/17/2014	
	026135-01	CHIP SEAL OIL TRUCKING	08/07/2014	1,252.26	1,252.26	09/17/2014	
	026191-01	CHIP SEAL OIL TRUCKING	08/15/2014	1,351.88	1,351.88	09/17/2014	
	026202-01	CHIP SEAL OIL TRUCKING	08/15/2014	1,317.73	1,317.73	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 126874:				7,616.57	7,616.57		
MARSCHMAN, SHARON							
130141							
	347783	REC CENTER REFUND	08/22/2014	43.00	43.00	09/17/2014	
Total 130141:				43.00	43.00		
MICHAELS, SCOTT							
130153							
	13702618	REFUND UTILITY DEPOSIT	09/02/2014	23.25	23.25	09/17/2014	
Total 130153:				23.25	23.25		
MIDWEST FENCE CO							
6650							
	31733	SKLINE SUB DIV PROJECT	09/08/2014	30.00	30.00	09/17/2014	
Total 6650:				30.00	30.00		
MITCHELL, KEN							
130154							
	14538017	REFUND UTILITY DEPOSIT	08/29/2014	150.52	150.52	09/17/2014	
Total 130154:				150.52	150.52		
MOORE, CHARLES							
129490							
	082714	CONCERT SOUND TECHNICIAN	08/27/2014	100.00	100.00	09/17/2014	
Total 129490:				100.00	100.00		
MOTOR PARTS INC							
6820							
	603681	repair parts - VM	08/12/2014	83.22	83.22	09/17/2014	
	603692	repair parts - VM	08/12/2014	50.82	50.82	09/17/2014	
	603855	repair parts - VM	08/13/2014	107.74	107.74	09/17/2014	
	603929	repair parts - VM	08/13/2014	38.70	38.70	09/17/2014	
	604134	repair parts - VM	08/15/2014	305.75	305.75	09/17/2014	
	604196	repair parts - VM	08/15/2014	28.80	28.80	09/17/2014	
	604353	repair parts - VM	08/18/2014	48.50	48.50	09/17/2014	
	604362	tools - Water	08/18/2014	3.88	3.88	09/17/2014	
	604367	supplies - VM	08/18/2014	4.36	4.36	09/17/2014	
	604782	repair parts - VM	08/21/2014	36.99	36.99	09/17/2014	
	604789	supplies - SW	08/21/2014	137.03	137.03	09/17/2014	
	604823	repair parts - VM	08/21/2014	28.77	28.77	09/17/2014	
	604900	supplies - SW	08/22/2014	7.54	7.54	09/17/2014	
	605120	supplies - VM	08/25/2014	90.58	90.58	09/17/2014	
	605182	repair parts - VM	08/25/2014	85.37	85.37	09/17/2014	
	605530	repair parts - VM	08/28/2014	178.61	178.61	09/17/2014	
Total 6820:				1,236.66	1,236.66		
MOUNTAIN STATES PIPE & SUPPLY							
127866							
	328999-00	Itron 60W ERT, w/plug	08/29/2014	26,640.00	26,640.00	09/17/2014	1212-W

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	328999-00	FREIGHT	08/29/2014	87.09	87.09	09/17/2014	
Total 127866:				26,727.09	26,727.09		
MOUNTAIN WEST SCREEN PRINTERS							
6930							
	1508	UNIFORMS - C08 SCOTT BURLI	06/23/2014	32.00	32.00	09/17/2014	
Total 6930:				32.00	32.00		
NICKLES, MONTGOMERY W							
129131							
	080714	CONCERT SOUND TECHNICIAN	08/07/2014	100.00	100.00	09/17/2014	
Total 129131:				100.00	100.00		
NORCO, INC.							
128948							
	14228015	CO2	08/27/2014	157.12	157.12	09/17/2014	
	14266145	SUPPLIES	08/31/2014	10.85	10.85	09/17/2014	
	14266245	CO2	08/31/2014	86.80	86.80	09/17/2014	
Total 128948:				254.77	254.77		
NORMONT EQUIPMENT COMPANY							
7315							
	2408161	TRACTOR & MOWER PARTS	08/17/2014	478.07	478.07	09/17/2014	
	2408162	YELLOW STREET MARKERS	08/17/2014	384.80	384.80	09/17/2014	
Total 7315:				862.87	862.87		
NORTHWEST PIPE							
7400							
	1342506	69T, Top Riser, 9", male thread	08/25/2014	103.00	103.00	09/17/2014	1011-W
	1342908	Valve Box Lid	08/25/2014	80.22	80.22	09/17/2014	1012-W
	1342908	26T, Top Section, (26")	08/25/2014	270.90	270.90	09/17/2014	1014-W
Total 7400:				454.12	454.12		
OLIVER, JOHN							
130142							
	347800	REC CENTER REFUND	08/22/2014	50.00	50.00	09/17/2014	
Total 130142:				50.00	50.00		
PARK COUNTY							
7670							
	1747	LEC CONTRACT	08/25/2014	29,073.49	29,073.49	09/17/2014	
	1747	LEC UTILITIES	08/25/2014	1,051.40	1,051.40	09/17/2014	
Total 7670:				30,124.89	30,124.89		
PARK COUNTY ANIMAL SHELTER							
5120							
	090114	ANIMAL SERVICE CONTRACT	09/01/2014	3,750.00	3,750.00	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 5120:				3,750.00	3,750.00		
PARK COUNTY LANDFILL 129053							
	083114	LANDFILL CHARGES	08/31/2014	75,872.00	75,872.00	09/17/2014	
Total 129053:				75,872.00	75,872.00		
PARK COUNTY READY MIX 7730							
	111680	SAND SLURRY	08/29/2014	765.00	765.00	09/17/2014	
Total 7730:				765.00	765.00		
PARK COUNTY SHERIFF 7740							
	083114	INCARCERATION - AUG 2014	08/31/2014	120.00	120.00	09/17/2014	
Total 7740:				120.00	120.00		
PAWNEE IRRIGATION EVERGREEN 7830							
	89	SKYLINE SUB PROJECT	08/13/2014	36.60	36.60	09/17/2014	
	95	SKYLINE SUB PROJECT	08/13/2014	72.45	72.45	09/17/2014	
Total 7830:				109.05	109.05		
POCKET PRESS, INC. 124731							
	73660	POCKET WY CRIMINAL & TRAFI	08/20/2014	215.76	215.76	09/17/2014	
Total 124731:				215.76	215.76		
POTTS, ROBERT 130155							
	348399	REC CENTER REFUND	08/28/2014	30.00	30.00	09/17/2014	
Total 130155:				30.00	30.00		
PRO-BUILD 128149							
	996639	CHIP SEAL PAER & KNIFE	08/06/2014	118.28	118.28	09/17/2014	
	996695	CHIP SEAL PAPER	08/06/2014	110.20	110.20	09/17/2014	
	996835	CHIP SEAL PAPER	08/07/2014	110.20	110.20	09/17/2014	
	997126	CHIP SEAL PAPER	08/11/2014	88.16	88.16	09/17/2014	
	998522	TINY TOTS	08/25/2014	36.86	36.86	09/17/2014	
Total 128149:				463.70	463.70		
PROFFITS LAWN CARE 128647							
	1495	CONTRACTED MOWING GREY	08/25/2014	630.00	630.00	09/17/2014	
Total 128647:				630.00	630.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
PROVIDENT LIFE & ACCIDENT INS							
128033							
	08312014	PREMIUMS	09/04/2014	183.44	183.44	09/08/2014	
Total 128033:				183.44	183.44		
RANDOL, DAVIS S							
130143							
	12273011	REFUND CREDIT BALANCE	08/28/2014	164.84	164.84	09/17/2014	
Total 130143:				164.84	164.84		
ROCKY MOUNTAIN POWER							
7570							
	082514	UTILITIES	08/25/2014	200.04	200.04	09/17/2014	
	082514	UTILITIES	08/25/2014	257.68	257.68	09/17/2014	
Total 7570:				457.72	457.72		
RON'S EXXON							
8760							
	0171238	PROPANE	08/12/2014	15.19	15.19	09/17/2014	
	0171422	PROPANE	08/19/2014	24.49	24.49	09/17/2014	
	0172098	PROPANE	08/26/2014	25.11	25.11	09/17/2014	
Total 8760:				64.79	64.79		
SCHUH, TIM							
129458							
	348681	REC CENTER REFUND	09/03/2014	94.50	94.50	09/17/2014	
Total 129458:				94.50	94.50		
SECHRIST, DAVID J							
129937							
	090314	PERSONAL TRAINING REC CE	09/03/2014	259.35	259.35	09/17/2014	
Total 129937:				259.35	259.35		
SHOSHONE MUNICIPAL PIPELINE							
9130							
	090114	SMP WATER PURCHASES - AU	09/01/2014	150,401.04	150,401.04	09/17/2014	
Total 9130:				150,401.04	150,401.04		
SHOSHONE OFFICE SUPPLY							
9140							
	0103016	KEY	09/03/2014	14.00	14.00	09/17/2014	
Total 9140:				14.00	14.00		
SITZ III, ALEX H.							
129379							
	15162	PROFESSIONAL FEES	08/21/2014	65.88	65.88	09/17/2014	
Total 129379:				65.88	65.88		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
SMITH, JESSE							
130156							
	13196052	REFUND UTILITY DEPOSIT	08/29/2014	136.77	136.77	09/17/2014	
Total 130156:				136.77	136.77		
SOUTHWESTERN EQUIPMENT							
9422							
	029793	SANITATION TRUCK PARTS C0	07/21/2014	707.14	707.14	09/17/2014	
Total 9422:				707.14	707.14		
STOTZ EQUIPMENT							
129828							
	16504P	GATOR WHEELS	08/15/2014	320.92	320.92	09/17/2014	
Total 129828:				320.92	320.92		
TCT WEST							
129905							
	100488171	PHONES / INTERNET - CITY HA	09/01/2014	883.46	883.46	09/17/2014	
	100488171	PHONES / INTERNET - AUDITO	09/01/2014	118.99	118.99	09/17/2014	
	100488171	PHONES / INTERNET - EL SHO	09/01/2014	85.97	85.97	09/17/2014	
	100488171	PHONES / INTERNET - CITY SH	09/01/2014	199.07	199.07	09/17/2014	
	100488171	PHONES / INTERNET - CITY SH	09/01/2014	51.27	51.27	09/17/2014	
	100488171	PHONES / INTERNET - CITY SH	09/01/2014	30.16	30.16	09/17/2014	
	100488171	PHONES / INTERNET - CITY SH	09/01/2014	21.11	21.11	09/17/2014	
	100488171	PHONES / INTERNET - PARKS	09/01/2014	91.07	91.07	09/17/2014	
	100488171	PHONES / INTERNET - REC CE	09/01/2014	308.03	308.03	09/17/2014	
	100488171	PHONES / INTERNET - RECYCL	09/01/2014	84.47	84.47	09/17/2014	
	100488171	PHONES / INTERNET - PD	09/01/2014	56.45	56.45	09/17/2014	
	100488171	PHONES / INTERNET - W WATE	09/01/2014	34.52	34.52	09/17/2014	
Total 129905:				1,964.57	1,964.57		
THE UPS STORE							
6240							
	5114	SAMPLE SHIPPING	07/16/2014	52.02	52.02	09/17/2014	
	8128	SUPPLIES	09/08/2014	13.44	13.44	09/17/2014	
Total 6240:				65.46	65.46		
TRIPLE L SALES							
9980							
	I-32944	SKYLINE SUBDIVISION PROJE	08/18/2014	19.86	19.86	09/17/2014	
	I-32992	MARKING PAINT	08/20/2014	53.64	53.64	09/17/2014	
Total 9980:				73.50	73.50		
TROXEL, TIMOTHY							
130157							
	090414	RESTITUTION FROM MC-1407-0	09/04/2014	1,839.01	1,839.01	09/17/2014	
Total 130157:				1,839.01	1,839.01		
U S BANK PURCHASE CARD							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
129981	090614	Recognition Supplies - Employee	09/08/2014	246.75	246.75	09/17/2014	
	090614	Recognition Supplies - Employee	09/08/2014	125.82-	125.82-	09/17/2014	
	090614	shop supplies-nuts and bolts	09/08/2014	1.98	1.98	09/17/2014	
	090614	Replacement hand blower/pull cor	09/08/2014	149.95	149.95	09/17/2014	
	090614	Replacement hand blower/pull cor	09/08/2014	16.26	16.26	09/17/2014	
	090614	shop supplies-weed eater string	09/08/2014	5.98	5.98	09/17/2014	
	090614	shop supplies-weed eater string	09/08/2014	5.98	5.98	09/17/2014	
	090614	shop supplies-tie wire	09/08/2014	7.99	7.99	09/17/2014	
	090614	football field corner marking paint	09/08/2014	7.49	7.49	09/17/2014	
	090614	sod for around new sign bed at Gl	09/08/2014	133.20	133.20	09/17/2014	
	090614	shop supplies-lawn blade balance	09/08/2014	4.99	4.99	09/17/2014	
	090614	ISA rocky mtn regional conferenc	09/08/2014	240.00	240.00	09/17/2014	
	090614	Ship C18 vest carrier for exchang	09/08/2014	9.90	9.90	09/17/2014	
	090614	Lithium batteries	09/08/2014	55.98	55.98	09/17/2014	
	090614	Ship replacement battery to Home	09/08/2014	9.30	9.30	09/17/2014	
	090614	Office/squad room supplies	09/08/2014	102.39	102.39	09/17/2014	
	090614	4) Feral Cat Dens	09/08/2014	387.55	387.55	09/17/2014	
	090614	Evidence Management training -	09/08/2014	375.00	375.00	09/17/2014	
	090614	Evidence shipping	09/08/2014	9.30	9.30	09/17/2014	
	090614	Flight C04 Evidence Management	09/08/2014	383.20	383.20	09/17/2014	
	090614	Travel exp. C04 Evidence Manag	09/08/2014	27.00	27.00	09/17/2014	
	090614	Investigations supplies per C05	09/08/2014	145.11	145.11	09/17/2014	
	090614	C30 Notary stamp	09/08/2014	23.70	23.70	09/17/2014	
	090614	SUPPLIES	09/08/2014	7.98	7.98	09/17/2014	
	090614	CO-ED VOLLEYBALL	09/08/2014	227.81	227.81	09/17/2014	
	090614	SUPPLIES	09/08/2014	79.31	79.31	09/17/2014	
	090614	SOCCER	09/08/2014	1,992.83	1,992.83	09/17/2014	
	090614	GASB Subscription	09/08/2014	225.00	225.00	09/17/2014	
	090614	Office Supplies	09/08/2014	57.47	57.47	09/17/2014	
	090614	Supplies	09/08/2014	19.99	19.99	09/17/2014	
	090614	Supplies	09/08/2014	75.20	75.20	09/17/2014	
	090614	Maintenance Supplies	09/08/2014	85.44	85.44	09/17/2014	
	090614	shop supplies-torch	09/08/2014	27.99	27.99	09/17/2014	
	090614	Irrigation repairs	09/08/2014	38.68	38.68	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	27.56	27.56	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	23.14	23.14	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	18.70	18.70	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	53.06	53.06	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	26.96	26.96	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	17.66	17.66	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	12.44	12.44	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	24.16	24.16	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	26.11	26.11	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	54.82	54.82	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	25.46	25.46	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	8.17	8.17	09/17/2014	
	090614	Cleaning Supplies	09/08/2014	7.00	7.00	09/17/2014	
	090614	Rec Center supplies	09/08/2014	16.99	16.99	09/17/2014	
	090614	Materials & supplies	09/08/2014	24.98	24.98	09/17/2014	
	090614	Rec Center supplies	09/08/2014	411.60	411.60	09/17/2014	
	090614	Materials & supplies	09/08/2014	14.99	14.99	09/17/2014	
	090614	Cleaning supplies--Auditorium	09/08/2014	15.47	15.47	09/17/2014	
	090614	Auditorium--Office	09/08/2014	21.00	21.00	09/17/2014	
	090614	Office supplies--Auditorium	09/08/2014	78.99	78.99	09/17/2014	
	090614	Supplies for Electric Shop and Hot	09/08/2014	49.97	49.97	09/17/2014	
	090614	printer cartridge	09/08/2014	27.98	27.98	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	090614	Ice Cream Social	09/08/2014	902.24	902.24	09/17/2014	
	090614	Ice Cream Social - Credit for over	09/08/2014	55.32-	55.32-	09/17/2014	
	090614	Ice Cream Social	09/08/2014	45.16	45.16	09/17/2014	
	090614	Ice Cream Social	09/08/2014	42.10	42.10	09/17/2014	
	090614	Supplies	09/08/2014	24.24	24.24	09/17/2014	
	090614	Supplies	09/08/2014	2.96	2.96	09/17/2014	
	090614	Supplies	09/08/2014	5.67	5.67	09/17/2014	
	090614	Supplies	09/08/2014	55.25	55.25	09/17/2014	
	090614	Return of Repair Parts	09/08/2014	8.77	8.77	09/17/2014	
	090614	TIPS Re-certification - C06	09/08/2014	75.00	75.00	09/17/2014	
	090614	TIPS training refreshments	09/08/2014	6.99	6.99	09/17/2014	
	090614	Car wash-C06	09/08/2014	8.00	8.00	09/17/2014	
	090614	Adobe Photoshop software for PI	09/08/2014	155.99	155.99	09/17/2014	
	090614	Uniform allowance - C06	09/08/2014	209.00	209.00	09/17/2014	
	090614	Car wash - C23	09/08/2014	8.00	8.00	09/17/2014	
	090614	Car wash - C23	09/08/2014	8.00	8.00	09/17/2014	
	090614	Car wash - C23	09/08/2014	8.00	8.00	09/17/2014	
	090614	SUPPLIES	09/08/2014	8.07	8.07	09/17/2014	
	090614	computer equipment	09/08/2014	163.49	163.49	09/17/2014	
	090614	ball field fence protector ties	09/08/2014	135.92	135.92	09/17/2014	
	090614	paint and supplies for repainting g	09/08/2014	23.97	23.97	09/17/2014	
	090614	paint supplies	09/08/2014	39.99	39.99	09/17/2014	
	090614	shop supplies-lubricant	09/08/2014	10.28	10.28	09/17/2014	
	090614	Broom handle replacement	09/08/2014	4.99	4.99	09/17/2014	
	090614	ball field supplies	09/08/2014	16.99	16.99	09/17/2014	
	090614	Ergonomically Correct Office Chai	09/08/2014	790.35	790.35	09/17/2014	
	090614	Car wash - C11	09/08/2014	5.20	5.20	09/17/2014	
	090614	Supplies - Mayor's envelopes	09/08/2014	99.00	99.00	09/17/2014	
	090614	Misc. to repair spa multi-port valve	09/08/2014	24.08	24.08	09/17/2014	
	090614	Shark week-program supplies	09/08/2014	130.29	130.29	09/17/2014	
	090614	Shark Week-program supplies	09/08/2014	12.57	12.57	09/17/2014	
	090614	Shark week-program supplies	09/08/2014	28.80	28.80	09/17/2014	
	090614	Office supplies	09/08/2014	42.90	42.90	09/17/2014	
	090614	Evidence shipping	09/08/2014	9.30	9.30	09/17/2014	
	090614	Evidence shipping	09/08/2014	9.30	9.30	09/17/2014	
	090614	Evidence shipping	09/08/2014	9.30	9.30	09/17/2014	
	090614	Evidence shipping	09/08/2014	9.30	9.30	09/17/2014	
	090614	Toner - Meter Reader Printer	09/08/2014	89.99	89.99	09/17/2014	
	090614	Program supplies	09/08/2014	75.22	75.22	09/17/2014	
	090614	Office supplies	09/08/2014	80.29	80.29	09/17/2014	
	090614	Repair timing switch	09/08/2014	52.36	52.36	09/17/2014	
	090614	ARC program fees	09/08/2014	105.00	105.00	09/17/2014	
	090614	Dolly to list heavy equipment	09/08/2014	306.20	306.20	09/17/2014	
	090614	REC PROGR.	09/08/2014	38.86	38.86	09/17/2014	
	090614	CAMP	09/08/2014	1,026.00	1,026.00	09/17/2014	
	090614	REC PROG.	09/08/2014	39.78	39.78	09/17/2014	
	090614	ASAP & TINY TOTS	09/08/2014	122.69	122.69	09/17/2014	
	090614	ASAP & TINY TOTS	09/08/2014	199.23	199.23	09/17/2014	
	090614	ASAP	09/08/2014	24.82	24.82	09/17/2014	
	090614	HA Debriefing lunch	09/08/2014	104.55	104.55	09/17/2014	
	090614	Meeting Expense--Facilities Asse	09/08/2014	44.94	44.94	09/17/2014	
	090614	Meeting Expense--Public Facilitie	09/08/2014	48.92	48.92	09/17/2014	
	090614	Acetylene/oxygen/argon bottle ren	09/08/2014	39.99	39.99	09/17/2014	
	090614	Fall fertilizer 2014 and fall fertilizer	09/08/2014	2,538.00	2,538.00	09/17/2014	
	090614	Fall fertilizer 2014 and fall fertilizer	09/08/2014	8,075.01	8,075.01	09/17/2014	
	090614	Returned brake light bulb for corre	09/08/2014	1.44-	1.44-	09/17/2014	
	090614	brake light replacement bulb for B	09/08/2014	3.37	3.37	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	090614	Replace light fixtures at ball field s	09/08/2014	423.00	423.00	09/17/2014	
	090614	Shop and Park supplies/PPE	09/08/2014	66.89	66.89	09/17/2014	
	090614	Shop and Park supplies/PPE	09/08/2014	23.99	23.99	09/17/2014	
	090614	office supplies-coffee, pens, envel	09/08/2014	62.61	62.61	09/17/2014	
	090614	Park cleaning supplies	09/08/2014	213.33	213.33	09/17/2014	
	090614	Office supplies	09/08/2014	7.16	7.16	09/17/2014	
	090614	Equipment purchase-push mower	09/08/2014	499.95	499.95	09/17/2014	
	090614	Monthly acetylene, oxygen, and ar	09/08/2014	47.19	47.19	09/17/2014	
	090614	SUPPLIES	09/08/2014	25.97	25.97	09/17/2014	
	090614	LACROSSE	09/08/2014	343.89	343.89	09/17/2014	
	090614	TRIATHALON	09/08/2014	12.82	12.82	09/17/2014	
	090614	MONTHLY ZUMBA DUES	09/08/2014	30.00	30.00	09/17/2014	
	090614	WRPA REGISTRATION FOR DO	09/08/2014	690.00	690.00	09/17/2014	
	090614	Maintenanace	09/08/2014	65.98	65.98	09/17/2014	
	090614	Mini golf water	09/08/2014	7.98	7.98	09/17/2014	
	090614	Brochure	09/08/2014	1,873.50	1,873.50	09/17/2014	
	090614	Concert poster	09/08/2014	51.43	51.43	09/17/2014	
	090614	Maintenance	09/08/2014	18.90	18.90	09/17/2014	
	090614	Maintenance	09/08/2014	39.23	39.23	09/17/2014	
	090614	Maintenance	09/08/2014	27.39	27.39	09/17/2014	
	090614	Tiny tots	09/08/2014	9.97	9.97	09/17/2014	
	090614	meeting expenses	09/08/2014	38.91	38.91	09/17/2014	
	090614	meeting expenses	09/08/2014	28.90	28.90	09/17/2014	
	090614	meeting expenses	09/08/2014	31.52	31.52	09/17/2014	
	090614	meeting expenses	09/08/2014	28.46	28.46	09/17/2014	
	090614	meeting expenses	09/08/2014	26.82	26.82	09/17/2014	
	090614	Uniform allowance - C20	09/08/2014	67.60	67.60	09/17/2014	
	090614	Keys for City Hall	09/08/2014	4.47	4.47	09/17/2014	
	090614	SUPPLIES	09/08/2014	25.49	25.49	09/17/2014	
	090614	TINY TOTS	09/08/2014	71.32	71.32	09/17/2014	
	090614	SUPPLIES	09/08/2014	49.33	49.33	09/17/2014	
	090614	SUPPLIES	09/08/2014	6.78	6.78	09/17/2014	
	090614	SUPPLIES	09/08/2014	11.30	11.30	09/17/2014	
	090614	Portfolio - C14	09/08/2014	40.83	40.83	09/17/2014	
	090614	irrigation repairs-stock parts	09/08/2014	5.94	5.94	09/17/2014	
	090614	Irrigation marking paint	09/08/2014	10.99	10.99	09/17/2014	
	090614	repairs to glendale park sink	09/08/2014	32.27	32.27	09/17/2014	
	090614	Irrigation replacement heads	09/08/2014	680.13	680.13	09/17/2014	
	090614	Car wash - C07	09/08/2014	8.00	8.00	09/17/2014	
	090614	Car wash - C07	09/08/2014	8.00	8.00	09/17/2014	
	090614	C07, C25 Interview/Interrogation t	09/08/2014	332.00	332.00	09/17/2014	
	090614	Car wash C07	09/08/2014	8.00	8.00	09/17/2014	
				<hr/>	<hr/>		
	Total 129981:			28,204.25	28,204.25		
				<hr/>	<hr/>		
	UNIVERSITY OF WY POLICE DEPARTMENT						
	130147						
	082214	WAGE REIMBURSEMENT FOR	08/22/2014	3,331.32	3,331.32	09/04/2014	
	082214	EXPENSE REIMBURSEMENT -	08/22/2014	97.59	97.59	09/04/2014	
				<hr/>	<hr/>		
	Total 130147:			3,428.91	3,428.91		
				<hr/>	<hr/>		
	UNUM LIFE INS - LTD						
	127843						
	08312014	LONG TERM DISABILITY-PREMI	09/04/2014	2,830.84	2,830.84	09/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 127843:				2,830.84	2,830.84		
US POSTMASTER							
129112							
	8272014	2 MONTHS POSTAGE FOR UTIL	08/27/2014	3,700.00	3,700.00	09/17/2014	
Total 129112:				3,700.00	3,700.00		
V-1 PROPANE							
10180							
	859207	PROPANE	08/08/2014	30.39	30.39	09/17/2014	
	859222	PROPANE	08/12/2014	28.11	28.11	09/17/2014	
	859284	PROPANE	08/22/2014	27.35	27.35	09/17/2014	
	859347	PROPANE	09/02/2014	31.53	31.53	09/17/2014	
Total 10180:				117.38	117.38		
VERIZON							
124442							
	9730701771	ipad- Kitchen	08/20/2014	30.02	30.02	09/17/2014	
	9730701771	ipad - Stafford	08/20/2014	30.02	30.02	09/17/2014	
	9730701771	Parduba	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	ipad - Parduba	08/20/2014	30.02	30.02	09/17/2014	
	9730701771	ipad - Morris	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Harris	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	Perkins	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Horn	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Clingman	08/20/2014	27.01	27.01	09/17/2014	
	9730701771	ipad - Beck	08/20/2014	42.46	42.46	09/17/2014	
	9730701771	Heydenberk	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Stout	08/20/2014	50.86	50.86	09/17/2014	
	9730701771	ASAP	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	ASAP	08/20/2014	37.07	37.07	09/17/2014	
	9730701771	ipad - Egger	08/20/2014	42.46	42.46	09/17/2014	
	9730701771	ipad - Heydenberk	08/20/2014	42.46	42.46	09/17/2014	
	9730701771	Bremer	08/20/2014	31.23	31.23	09/17/2014	
	9730701771	ipad - Rockvam	08/20/2014	42.46	42.46	09/17/2014	
	9730701771	ipad - Tillery	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Dollard	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Stinson	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad -Caudle	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Eckardt	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Horn	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Wortham	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Wright	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - VanAuken	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Lovera	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Burlingame	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Wallace	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	ipad - Wead	08/20/2014	42.46	42.46	09/17/2014	
	9730701771	Johnston	08/20/2014	50.86	50.86	09/17/2014	
	9730701771	USB data for Court	08/20/2014	40.01	40.01	09/17/2014	
	9730701771	Cook	08/20/2014	150.55	150.55	09/17/2014	
	9730701771	Menig	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Thull	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Rockvam	08/20/2014	31.23	31.23	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	9730701771	Tillery	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Egger	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Harris	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Wright	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Burlingame	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Lovera	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Stinson	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Morris (CEO)	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Wallace	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Wead	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Dollard	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Stafford	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Wortham	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Beck	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Eckardt	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Van Auken	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Auditorium- Fac	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Payne	08/20/2014	50.86	50.86	09/17/2014	
	9730701771	Keenen - W.Water	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Edwards	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Kramer	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Miller	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Parks	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Reiter	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Caudle	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	On Call Water	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	King	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Bushnell	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Austin	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Viles	08/20/2014	50.86	50.86	09/17/2014	
	9730701771	Cauffman	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	On Call Electric	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	On Call Electric	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	Asay	08/20/2014	25.02	25.02	09/17/2014	
	9730701771	On Call Street	08/20/2014	25.02	25.02	09/17/2014	
				<hr/>	<hr/>		
	Total 124442:			2,383.84	2,383.84		
				<hr/>	<hr/>		
VISA							
10280							
	AUG14-2700	REPAI C08 PORTABLE - PD	09/02/2014	408.00	408.00	09/17/2014	
	AUG14-5349	REPAIR PARTS - VM	09/02/2014	78.11	78.11	09/17/2014	
	AUG14-5349	REPAIR PARTS - VM	09/02/2014	267.35	267.35	09/17/2014	
	AUG14-8401	CODY HOT LINE SCHOOL	09/02/2014	125.82	125.82	09/17/2014	
	AUG14-8468	TRAVEL EXPENSE - WATER DE	09/02/2014	67.74	67.74	09/17/2014	
				<hr/>	<hr/>		
	Total 10280:			947.02	947.02		
				<hr/>	<hr/>		
WATCO POOLS							
10370							
	18473	POOL CHEMICALS	08/19/2014	1,283.74	1,283.74	09/17/2014	
				<hr/>	<hr/>		
	Total 10370:			1,283.74	1,283.74		
				<hr/>	<hr/>		
WAYNE'S BOOT SHOP							
10430							
	12355	SAFETY BOOTS - TROY JONES	08/15/2014	180.00	180.00	09/17/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	12355	SAFETY BOOTS - TIM NIETERS	08/15/2014	180.00	180.00	09/17/2014	
	12355	SAFETY BOOTS - GREG PERKI	08/15/2014	180.00	180.00	09/17/2014	
	12364	SAFETY SHOES - JOE NICOLA	08/20/2014	160.00	160.00	09/17/2014	
Total 10430:				700.00	700.00		
WEAD, SARA							
130158							
	090414	REFUND LIFE INSURANCE PRE	09/04/2014	19.20	19.20	09/17/2014	
Total 130158:				19.20	19.20		
WESTERN EMULSIONS							
128433							
	22359	CHIP SEAL OIL	08/12/2014	51,969.96	51,969.96	09/17/2014	
	22483	CHIP SEAL OIL	08/15/2014	7,404.16	7,404.16	09/17/2014	
	22562	CHIP SEAL OIL	08/19/2014	3,852.98	3,852.98	09/17/2014	
Total 128433:				63,227.10	63,227.10		
WESTERN PATHOLOGY CONSULTING, INC							
10570							
	CP 1813	RANDOM TESTING - PD	08/31/2014	85.50	85.50	09/17/2014	
	CP 1813	RANDOM TESTING - EL	08/31/2014	36.00	36.00	09/17/2014	
	CP 1813	RANDOM TESTING - STREETS	08/31/2014	31.50	31.50	09/17/2014	
	CP 1813	RANDOM TESTING - SHOP	08/31/2014	9.00	9.00	09/17/2014	
	CP 1813	RANDOM TESTING - SANITATI	08/31/2014	40.50	40.50	09/17/2014	
	CP 1813	RANDOM TESTING - WATER	08/31/2014	22.50	22.50	09/17/2014	
	CP 1813	RANDOM TESTING -W WATER	08/31/2014	13.50	13.50	09/17/2014	
	CP 1813	RANDOM TESTING - REC	08/31/2014	4.50	4.50	09/17/2014	
Total 10570:				243.00	243.00		
WIND RIVER TRENCHING, INC							
129696							
	1255	SKYLI9NE SUB PROJECT	08/19/2014	5,347.50	5,347.50	09/17/2014	
Total 129696:				5,347.50	5,347.50		
WOODWARD TRACTOR CO							
10660							
	93318	CONNECTOR - BOBCAT G06	08/15/2014	6.67	6.67	09/17/2014	
	93575	JUMPING JACK RENTAL	08/26/2014	17.50	17.50	09/17/2014	
	93711-1	CONCRETE SAW BLADE	09/02/2014	88.00	88.00	09/17/2014	
Total 10660:				112.17	112.17		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	08312014	CONTRIBUTIONS	09/04/2014	7,602.67	7,602.67	09/08/2014	
	08312014	COMMUNITY SERVICE	09/04/2014	4.10	4.10	09/08/2014	
	08312014	VOLUNTEERS PD	09/04/2014	12.30	12.30	09/08/2014	
	08312014	VOLUNTEERS REC	09/04/2014	4.10	4.10	09/08/2014	
Total 10670:				7,623.17	7,623.17		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WYOMING DEPT OF TRANSPORTATION							
10805	0000069813	SYSTEM UPGRADE - BIG HORN	08/29/2014	45.42	45.42	09/17/2014	
Total 10805:				45.42	45.42		
WYOMING MUNICIPAL POWER AGENCY							
10920	090114	POWER PURCHASE - AUG 2014	09/01/2014	794,848.75	794,848.75	09/17/2014	
Total 10920:				794,848.75	794,848.75		
WYOMING RETIREMENT SYSTEM							
10950	92755	CONTRIBUTIONS -	09/05/2014	18,589.84	18,589.84	09/08/2014	
	92755	CONTRIBUTIONS -	09/05/2014	42,532.21	42,532.21	09/08/2014	
	92755	CONTRIBUTIONS -	09/05/2014	5,593.47	5,593.47	09/08/2014	
Total 10950:				66,715.52	66,715.52		
Y TEX CORPORATION							
11060	0100951	SUPPLIES	08/27/2014	36.00	36.00	09/17/2014	
Total 11060:				36.00	36.00		
YELLOWSTONE REGIONAL AIRPORT							
11150	090114	SEPTEMBER FUNDING	09/01/2014	15,693.33	15,693.33	09/17/2014	
Total 11150:				15,693.33	15,693.33		
ZHANG, GUANGCE							
130144	15192029	REFUND UTILITY DEPOSIT	08/28/2014	89.20	89.20	09/17/2014	
Total 130144:				89.20	89.20		
Grand Totals:				1,764,282.77	1,764,282.77		

Payroll Total \$232,540.40

TOTAL \$1,996,823.17

Report Criteria:

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

MEETING DATE: SEPTEMBER 16, 2014
DEPARTMENT: PARKS, RECREATION, AND
PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: RICK MANCHESTER

AGENDA ITEM SUMMARY REPORT

Nichol Mall Suite A—Vacate Lease

ACTION TO BE TAKEN:

Request City Council approves letting Central Wyoming Neurosurgery out of their lease in Nichol Mall effective October 1, 2014 instead of December 31, 2014.

SUMMARY OF INFORMATION:

Central Wyoming Neurosurgery has been very good tenants. They are requesting that the City considers letting them out of their lease three months early, without paying additional rent or providing 60-days notice. If approved the release will be effective October 1, 2014. They have been renting suite A since January 1, 2011.

Additional consideration, Central Wyoming Neurosurgery split the cost of making the outside sidewalk ADA compliant. Their share of the project was \$2,026, half of the City's cost to replace the sidewalk. Their rent is \$1,100/month.

FISCAL IMPACT

Loss of \$3,300 rental income until rented to a new tenant.

ALTERNATIVES

1. Release Central Wyoming Neurosurgery from their lease effective October 1, 2014.
2. Charge the final three months per the lease terms.
3. Charge Central Wyoming Neurosurgery the final three months of their lease or until the City has a new tenant under contract.

ATTACHMENTS

1. Letter notifying City of Central Wyoming Neurosurgery intent to vacate Nichol Mall Suite A.
2. Letter of City consent to sublet to Frontier Neurosciences.
3. Lease agreement

AGENDA & SUMMARY REPORT TO:

Starla Atkinson,
starla@cwnsurgery.com

AGENDA ITEM NO. _____



received
9/8/14

Mountain View Clinic

6600 E. 2nd Street • Casper, WY 82609 • 307-266-4000 Fax 307-266-4545 • Toll Free 1-877-266-4700



Central Wyoming Neurosurgery, LLC

Neurosurgery

Thomas A. Kopitnik MD, FACS
Eric B. Schubert, MD
Mahesh Karandikar, MD
Anje Kim, MD

Pain Management

Todd A. Hammond, MD
Nino Dobrovic, MD

Physician Assistants Nurse Practitioners

Matt Hale, PA-C
Kate Tuma PA-C
Nikki Fedel, PA-C
Cody McVay, MS, FNP

Consulting Physicians

Mountain View Regional Hospital

Orthopedic Surgery

Peter E. Bergquist, DO
307-266-4000

Family Practice

H. Karl Radke, MD
307-266-4000

Otolaryngology

David Hohuan, MD
307-266-4000

General Surgery

Razi Saydjari, MD, FACS
307-234-6554

Pain Consultants of the Rockies

Harlan Ribnik, MD
Jennifer Rosics, PA-C
800-990-6824

September 5, 2014

Nancy Tia Brown, Mayor
City of Cody
1338 Rumsey Avenue
Cody, WY 82609

COPY

Dear Nancy:

Please accept this letter as our official notification to vacate the offices at 1008 13th Street, Suite A, in the Nichol Mall. We have now secured clinical office space that is more suited to the needs of our patients. We appreciate the City allowing us to lease the space and to grow our business in Cody. The location has been very beneficial to us in accomplishing our goals.

We will have the offices completely cleared out and available for other lessees as of the first of October, 2014. According to our lease agreement with the City of Cody, we need to give 60 days' notice before the end of the term. The end of the term would be December 31st. I would appreciate your consideration of allowing us to terminate the lease as of the 1st of October and be relieved of any lease payments to the City at that time.

We look forward to continuing our business there in Cody and again appreciate having done business with the City.

Sincerely,

Starla Atkinson
Clinic Manager
Central Wyoming Neurosurgery

Starla 9/9/14
- ✓✓

Date: July 29, 2013

Rick Manchester
Facilities Manager
City of Cody
1338 Rumsey Ave.
Cody, WY 82414

Dear Mr. Manchester:

Central Wyoming Neurosurgery, LLC, a Wyoming limited liability company ("CWN"), plans to sublet the premises it currently leases from the City of Cody (the "City"), located at 1008 13th Street, Suite "A", Cody, Wyoming (the "Premises") to Frontier Neurosciences, LLC in accordance with the terms of the Sublease enclosed herewith (the "Sublease").

CWN hereby requests that the City consent to the Sublease of the Premises to Frontier Neurosciences, LLC upon the terms set forth in the Sublease. The City's consent to the sublease of the Premises will not constitute a release of CWN from any of the obligations of the master lease between CWN and the City.

Please indicate the City's consent to the aforementioned by having a duly authorized representative sign this letter in the space indicated and returning it to me at 6600 E. 2nd Street, Casper, WY 82609.

Sincerely,

Thomas A. Kopitnik, M.D.
Owner/Manager
Central Wyoming Neurosurgery, LLC

CONSENTED AND AGREED TO this August 7, 2013

By: Nancy Lee Brown
Name: Nancy Lee Brown
Its: City of Cody

DEC 29 2011

LEASE

THIS LEASE is made and entered into this 1st day of January, 2012, by and between the City of Cody, a Wyoming municipal corporation, hereinafter referred to as CITY, and Central Wyoming Neurosurgery, LLC, hereinafter referred to as LESSEES:

WITNESSETH

For good and valuable consideration, including but not limited to the promises and covenants herein made by each party below, the CITY hereby leases to LESSEES the following-described property, to-wit:

That portion of the Nichol Mall located at 1008 13th Street, Cody, Park County, Wyoming, known as Suite "A" and consisting of 1,661 square feet, more or less, on the main level and 350 square feet, more or less, on the basement level, and hereinafter referred to as the PROPERTY.

1. TERM OF LEASE. LESSEES shall be entitled to lease said premises for the period of one (1) year commencing on January 1, 2012, and continuing through December 31, 2013.

2. OPTION TO RENEW. If at the expiration of the above-mentioned term of this Lease, the LESSEES have complied in all respects with the agreements, conditions and terms of this Lease, this Lease shall be renewed for another one-year term upon the terms and conditions described herein. This lease may be renewed for up to two terms. No action shall required by either party to renew this lease. If either party wishes not to renew the lease, that party shall give written notice of their intent not to renew the lease to the other party at least 60 days prior to the end of the then current lease term.

2014

3. RENT.

A. During the term of this Lease, LESSEES shall pay to CITY the sum of One Thousand, One Hundred Dollars (\$1,100) per month for the one year period beginning January 1, 2012, and ending December 31, 2012. Said rent shall be payable on or

before the tenth day of each month commencing on January 1, 2012, and continuing thereafter on the tenth day of each month. The rent shall be paid to the City of Cody, 1338 Rumsey Avenue, Cody, Wyoming 82414, unless the CITY shall otherwise notify the LESSEES in writing of another place for the payment of rent.

B. The rent shall be received by CITY on or before the tenth day of each month. A penalty of Five Dollars (\$5) per day will be assessed to LESSEES for each day beyond the tenth until the rent is received by the CITY. It is LESSEES responsibility to deliver said rent to CITY.

4. UTILITIES. LESSEES agree to pay all public utilities, including but not limited to electricity, water and garbage, used or consumed by the LESSEES for the PROPERTY when due and payable. LESSEES further agree to maintain a minimum daytime temperature within the PROPERTY of 65 degrees and a minimum nighttime temperature within the PROPERTY of 55 degrees.

5. CONDITION OF PROPERTY. LESSEES acknowledge that they have examined and know the condition of the PROPERTY, and the building and improvements thereon, and agree that they have been received in good condition and in good order and repair, and that no representations as to the condition or repair thereof have been made by the CITY or by anyone representing the CITY. Prior to LESSEE'S use of the PROPERTY, CITY agrees to clean the carpets and vents of the upstairs portion of the PROPERTY, and will paint the interior walls of the upstairs portion of the PROPERTY.

6. MAINTENANCE AND REPAIR. LESSEES covenant and agree to keep PROPERTY in good condition and safe and proper repair, and in clean and tenable order during the term of this Lease, free from encumbrances. All repairs shall be equal in quality to the original work and accomplished in a timely manner. At the expiration of this Lease or upon termination as herein provided, the LESSEES shall surrender the leased PROPERTY in as good condition as it was in at the beginning of the term, reasonable wear and tear

and damages by the elements excepted.

7. IMPROVEMENTS OR ALTERATIONS. No alteration, addition or improvement to the leased PROPERTY shall be made by LESSEES without the prior written consent of the CITY, which consent shall not be unreasonably withheld. Any fixtures installed as a part thereof shall, at CITY's OPTION, become the property the CITY upon the expiration or other sooner termination of this Lease, provided however, that the CITY shall have the right to require LESSEES to remove such fixtures at LESSEES' expense upon termination of the Lease. Notwithstanding anything to the contrary herein, LESSEES may remove any fixture placed on the premises by LESSEES so long as any damage caused by such removal is repaired by and at LESSEES' expense.

8. RIGHT OF ENTRY. The CITY or their representative may enter the leased PROPERTY at any reasonable time for the purpose of inspection of the leased PROPERTY, performing any work which the CITY elects to undertake, exhibit the leased PROPERTY for sale, lease, mortgage financing or posting notices of non-responsibility under any mechanics lien law.

9. USE OF PREMISES. LESSEES agree that the PROPERTY is leased for the purpose of a medical office space. LESSEES will use the PROPERTY solely for patient consultation, and not for medical procedures. LESSEES agree that they will not make any other use nor unlawful use of the PROPERTY. CITY hereby agrees not to unreasonably withhold consent to other lawful uses which would not increase the wear and tear or increase risk of damages to the premises.

10. SIGNAGE. Mall interior: LESSEES agree to place no signage within or on any existing wall of the main central hallway of Nichol Mall. All signage shall be placed within the PROPERTY and shall be approved in advance by the CITY.

11. SUBLETTING AND LIENS. LESSEES shall not assign, mortgage or encumber this Lease or sublet the PROPERTY and improvements or any part thereof without the prior written consent of the CITY.

12. COMPLIANCE WITH LAWS. LESSEES shall comply at all times with all federal, state, county and municipal statutes, laws, ordinances, rules, regulations or requirements concerning the use and occupancy of the PROPERTY and save the CITY harmless from all fines, penalties, costs, claims, liabilities, loss or damage for violation or noncompliance with the same.

13. LIABILITY FOR INJURY OR DAMAGE. The CITY, except for its own or its employees' negligence, shall not be liable for injury or damage to any person or property occurring within or on the leased PROPERTY. LESSEES agree to indemnify, save and hold harmless CITY from any claims for personal injury or property damage incurred in or on said PROPERTY by any employees, agents, servants, guests or invitees of LESSEES. Provided further, that if CITY shall be required to pay a sum of money for property damage or personal injury resulting from LESSEE's use of the property, or resulting from any negligent act, error or omission of LESSEES or LESSEES' employees, agents, servants, guests or invitees, the amounts paid by CITY, together with all costs, damages and reasonable attorney's fees, shall be considered additional rent due in the month succeeding such payment, collectable at such time or upon expiration or termination of this Lease as herein provided, whichever shall first occur.

14. INSURANCE. LESSEES shall secure and maintain at LESSEES' cost and expense during the full term of this Lease and any extension or renewal thereof, public liability and property damage insurance issued by an insurance company approved by CITY, against all liabilities arising on account of injuries to all persons caused directly or indirectly by the use, disuse or operation of the leased premises by LESSEES or LESSEES' employees, agents, customers and invitees, including the interior and exterior of said premises and including all

adjacent sidewalks, entry ways, hallways and stairways in an amount not less than One Million Dollars (\$1 million). Such insurance and all renewals thereof shall be so written as to cover and protect both CITY and LESSEES. The proper evidence thereof shall be submitted by LESSEES to CITY when and at such times as such policies are issued and renewed. Should LESSEES fail to obtain or maintain any such insurance, CITY, at its option, may procure such insurance and maintain the same in force and any sum paid out by CITY for any such insurance shall be repaid by LESSEES to CITY as so much additional rent on or before the next day after the payment thereof by CITY.

CITY shall at all times during the term hereof maintain in effect a policy or policies of fire insurance covering the premises. CITY WILL NOT INSURE LESSEES' personal property. LESSEES shall keep and maintain proper fire and extended coverage insurance on all contents belonging to LESSEES within the leased PROPERTY.

15. DEFAULT. LESSEES agree that in the event that LESSEES shall fail to make payment at the time and in the manner herein prescribed, or shall fail to strictly comply with the other conditions and covenants herein contained, or shall file a petition in bankruptcy, or shall have a petition in bankruptcy filed against him, or shall make an assignment of the benefit of creditors, such act or acts shall constitute a default hereunder. Provided further that upon the occurrence of any such default, CITY may, at its option, terminate this Lease by delivering or posting written notice to LESSEES specifying the date of termination, which date shall be no earlier than twenty (20) days after delivery of said written notice. LESSEES shall have twenty (20) days after delivery of such notice to cure default.

16. REMEDIES. Upon termination of this Lease, pursuant to Paragraph 16 hereof, LESSEES shall:

A. Peacefully surrender the leased PROPERTY to CITY and LESSEES agree that if it should become necessary for CITY to

employ an attorney to affect any of the CITY's rights in the event of LESSEES' default hereunder, LESSEES shall pay CITY's reasonable attorney's fees incurred thereby.

B. At any time after such termination, CITY shall make a reasonable effort to re-let the leased PROPERTY or any part thereof, in the name of the CITY, or otherwise for such terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as the CITY, in its sole discretion, may determine and may collect and receive the rent therefore. If CITY has made a reasonable effort to re-let the premises, CITY shall not be liable for any failure to re-let the leased PROPERTY, or any part thereof, or for failure to collect rent due upon any such re-letting.

C. No such termination of this Lease shall relieve LESSEES of their liability and obligations under this Lease, and such liability and obligations shall survive any such termination. In the event of any such termination, LESSEES shall continue to pay to CITY the monthly rental amount as provided for herein, less the net proceeds of any re-letting effected pursuant to the provisions of Subparagraph B of this paragraph after deducting all of CITY's expenses in connection with such re-letting, including without limitation, all repossession costs, court costs, reasonable attorney's fees, expenses and repair and advertisement for such re-letting.

D. No waiver at any time of the right to terminate this Lease shall impair the right of CITY to insist upon such termination in the event of the CITY subsequently acquiring such right, nor shall the acceptance of rent at any time constitute such waiver or waiver of damages.

17. MODIFICATION. No provision of this Lease shall be waived, altered amended or modified except by written endorsement hereon or attached hereto and signed by CITY and LESSEES.

18. DESTRUCTION OF PREMISES. In the event that the leased premises are damaged or destroyed by fire or other cause to such an extent that the same cannot, with reasonable diligence, be repaired to the condition said premises were in immediately prior to the happening of such an event within

ninety (90) days from the date such damage or destruction strikes, or in the event the loss payable under the terms of the fire insurance policies herein above provided is insufficient to reconstruct the demised premises to approximately the same condition said premises were in immediately prior to the happening of such event, then this Lease shall terminate as of the date of such damage or destruction and the rent shall be apportioned pro rata. Provided further, in the event that said premises are damaged to such an extent that they can be repaired or replaced with reasonable diligence within ninety (90) days after such damage or destruction, or if the loss payable under the terms of said fire insurance policies on said premiss are sufficient to complete the reconstruction of the premises to the approximate condition that the said premises were prior to the happening of such event, then CITY shall cause such damage to the building to be repaired at their own expense. During the period of such reconstruction the rent shall be abated in the event that LESSEES cannot conduct their business in the demised premises, the rental from the date of the happening of such damage or destruction to the date when the repairs are substantially completed shall be an amount equal to ten percent (10%) of LESSEES' gross sales in the demised premises on demand of CITY, but not oftener than once a month.

19. CITY's OBLIGATION. CITY covenants and agrees at its own cost and expense to keep the roof, mechanical, electrical and structural portions of the building of which the demised premises are a part, in good repair and condition. Provided however, CITY shall not be held liable for damage by reason of any latent or other defect in the demised premises, nor shall CITY be liable for any damage to the goods of LESSEES caused by leakage or stoppage of steam, water, gutter, sewer or drain pipes or from any other cause whatsoever.

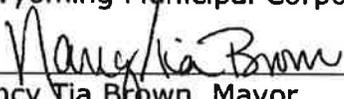
20. NOTICES. Any notice given under the terms of this Lease shall be deemed given five (5) days after depositing said notice in United States Postal

Service or when hand delivery of such notice is made or when posted on LESSEES' door. For the purposes of delivery, CITY's address is 1338 Rumsey Avenue, Cody, Wyoming 82414. LESSEE'S address is 6600 E. 2nd Street, Casper, WY 82609.

21. This Lease binds upon and inures to the benefit of the heirs, legatees and beneficiaries of CITY and LESSEES.

22. Nothing in this agreement shall be construed to act as a waiver of the CITY's sovereign immunity and other immunities provided to the CITY under federal and state law. The CITY expressly reserves the right to assert immunity as a defense to any claim arising under this agreement.

CITY OF CODY, WYOMING
A Wyoming Municipal Corporation



Nancy Tia Brown, Mayor

Date: 12.27.11

ATTEST:



Cynthia D. Baker
Administrative
Services Office



Date: 12.27.11

LESSEES:



Thomas Kopitnik, MD
Manager, Central Wyoming Neurosurgery, LLC

Date: 12/22/2011

MEETING DATE: SEPTEMBER 16, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE *SP*
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT
EASEMENT AGREEMENT**

ACTION:

Staff requests that the Mayor and Council authorize the payment of \$2,775 to Mark Musser dba Aspen Meadows, LLC for an electrical easement (see attached easement documents).

SUMMARY:

In the FY 2014-2015 budget, the Council authorized the completion of electrical upgrades associated with the 3rd phase of improvements for the Olive Glenn, Thayer and Skyline Drive Subdivision areas. To implement the improvements as designed, a couple of additional easements are required. One of the required easements crosses a parcel of land owned by Mark Musser. The City is requesting a 5' wide easement along the west side of Lot 8 of the Thayer Subdivision. The easement will allow some additional looping of the electrical system and provide for a more accessible feed to the back of some lots.

FISCAL IMPACT

Through discussions with the land owner, the cost of the easement has been negotiated to \$2,775. This was calculated by assigning a value of \$3.70/SF. The easement area is approximately 1500 sf and then the City pays half the value of the land as we are only seeking the purchase of an easement rather than ownership.

ALTERNATIVES

Council can authorize the payment for the easement or request staff to look for other alternatives. In the development of the design staff reviewed the area, looked at impediments and challenges and felt that this is our best option to complete improvements to the area.

RECOMMENDATION

Staff recommends that the Mayor and Council authorize the payment of \$2,775 to Mark Musser dba Aspen Meadows, LLC for an electrical easement.

ATTACHMENTS

Copy of Electrical and Access Easement

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

Electric and Access Easement

KNOW ALL MEN BY THESE PRESENTS: That Aspen Meadows, LLC, hereinafter called **GRANTOR** (whether one or more), for and in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto the City of Cody, their successors, transferees and assigns, hereinafter referred to as **GRANTEE**, a non-exclusive easement to excavate for, construct, install, operate, maintain, renew, remove and replace its electrical service lines and all other appurtenant hardware, and other related paraphernalia and for ingress and egress along a route through a strip of land situated in the Counties of Park in the State of Wyoming, which strip of land is more particularly described on the attached Exhibit "A" which by this reference is made a part hereof.

To have and to hold unto said Grantees, their successors and assigns, together with and including the right of the **GRANTEES**, their successors and assigns, to install, operate, maintain, inspect, alter, repair, renew and replace the electrical line and conduit and other fixtures under and through the above-described premises, together with the right of ingress and egress to and over the above-described premises at any and all times for the purpose of patrolling, repairing, renewing, maintaining, replacing or removing said electrical line and all other acts necessary for the enjoyment of the easement herein granted, and further including the right, privilege and authority to trim or cut down any trees or other shrubbery which may interfere with the construction, maintenance, and operation of such electrical line, and including the right to relocate such electrical lines under and/or across the same easement, and all of the same appurtenant rights thereto, for so long as the **GRANTEES** or its grantees, transferees or assignees uses said described property and premises for the purpose herein described. It is the intention of the parties that the **GRANTOR** may continue to use the surface of the easement conveyed, provided, however, that such use shall not interfere with **GRANTEES'** use of exercise of the rights granted herein.

IT IS FURTHER AGREED AND UNDERSTOOD as follows:

- 1. This right-of-way and easement does not convey any interest whatever in any oil, gas, or other minerals in, on or under the above described land.**
- 2. It is understood and acknowledged by GRANTOR that the person securing this grant is without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on GRANTEE. This instrument contains the entire agreement of the parties and there are no other or different agreements or understandings between the GRANTOR and the GRANTEE or its agents, and that the GRANTOR, in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the GRANTEE or its agents and employees, except as such as are set forth herein.**
- 3. This right-of-way, servitude and easement grant may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute one and the same right-of-way, servitude and easement grant. The word GRANTOR as used herein shall mean the party or parties who execute this instrument as GRANTOR, whether or not named in the caption or introductory paragraph hereof, and they shall be bound individually and in solido. Wherever necessary, words used in the singular shall be construed to read in the plural and words used in the masculine gender shall be construed to read in the feminine gender.**
- 4. GRANTOR herein agrees not to reduce or increase the grade within the easement area by more than one (1) foot or knowingly permit any party other than GRANTEE to reduce or increase such grade. Before GRANTOR allows any party other than GRANTEE to excavate or dig in any manner in the vicinity of the easement, GRANTOR shall inform the other party of the existence of the easement and the requirement for providing access pipeline within the right-of-way.**
- 5. This right-of-way grants an exclusive right and shall not limit the rights of the GRANTOR to use the easement for any other purpose so long as it does not interfere with any use by GRANTEE. This right-of-way is subject to any previous right-of-way or grant on the described property.**

6. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

DATED this ____ day of _____, 20__

By: _____

By: _____

STATE OF _____

SS. _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by

_____,

this ____ day of _____, 20__.

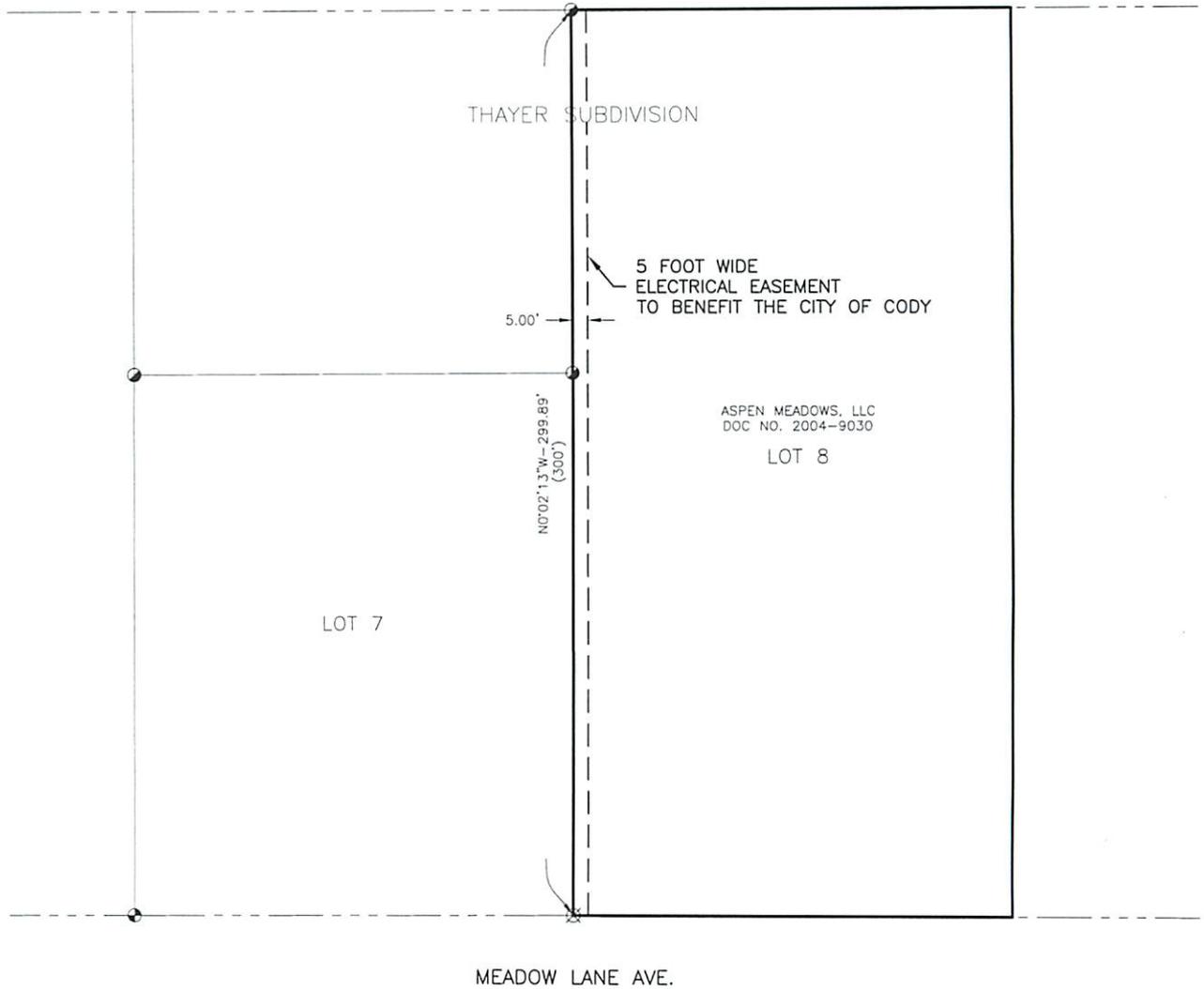
WITNESS my hand and official seal. _____

(S E A L)

My commission Expires: _____

T.52N., R.102W., 6TH P.M.
(RESURVEY)

ASPEN DR.



LEGEND

EXISTING PROPERTY LINE	
EASEMENT LINE	
RIGHT-OF-WAY LINE	
FOUND IRON PIPE	
FOUND PK NAIL	
FOUND REBAR	
MEASURED DATA	N78°40'40"W-324.64'
RECORD DATA TAKEN FROM THE PLAT SHOWING THAYER SUBDIVISION	(300')

EASEMENT DESCRIPTION

BEING AN EASEMENT FOR ELECTRICAL PURPOSES OVER A STRIP OF LAND 5 FEET IN WIDTH LYING WITHIN LOT 8 OF THAYER SUBDIVISION WITHIN THE CITY OF CODY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 5.00 FEET OF SAID LOT 8.
CONTAINING 1499.48 SF, MORE OR LESS.



JUSTIN G. NESS
WYOMING PLS 14276

SURVEY COMPLETED
DATE: 9/2/14
BY: PD
REVIEWED BY: JN

EXHIBIT A
SHOWING
5 FOOT WIDE ELECTRICAL EASEMENT OVER LANDS
OWNED BY ASPEN MEADOWS, LLC
WITHIN
LOT 8, THAYER SUBDIVISION
CITY OF CODY, PARK COUNTY, WYOMING

PROJECT NO. 141264



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

MEETING DATE:	SEPTEMBER 16, 2014
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	BERT POND
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

AGENDA ITEM SUMMARY REPORT **BID 2014-10 SURPLUS TRANSFORMERS**

BACKGROUND

The City of Cody Electric division has 56 used distribution transformers that are no longer needed by the City of Cody. These transformers were declared surplus by the Cody City Council in August of 2014. This agenda item requests that this equipment be sold as recommended below.

SUMMARY

Two bids were received for the purchase of these surplus transformers. However, two bids were rejected as they did not include bid bonds. Those bids were as follows:

- 1) Jerry's Electric – Total Bid Price of \$7,730.00 (10% bid bond received)
- 2) T&R Electric – Total Bid Price of \$6,558.25 (10% bid bond received)

FISCAL IMPACT

Funds received through the sale of this equipment shall be put into the general fund.

ALTERNATIVES

The only alternative to this sale is to keep the equipment in our stock without the ability to use it on our system. We have changed the system distribution voltage to a higher level that will not support this equipment.

RECOMMENDATION

The City of Cody Electric Division recommends that these surplus transformers be sold to Jerry's Electric for a price of \$7,730.00.

ATTACHMENTS

None

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Elizabeth Hanson, Jessica Allman, Paige Ballard, Sam Scott

Organization Represented Cody High School Student Council

Date you wish to appear before the Council Sept. 16

Mailing Address 1225 10th St, Cody Telephone 307 587 5251

E-Mail Address jessicaallman@park6.org ^{and} elizabethhanson@park6.org

Preferred form of contact: Telephone E-Mail

Names of all individuals who will speak on this topic Sam Scott

Event Title (if applicable) CHS Homecoming

Date(s) of Event (if applicable) Oct. 2 (Bonfire), Oct. 3 (parade) ^{2pm?}

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary)
Approval of CHS Homecoming Bonfire/parade
street closure
8pm? Beck Lake Park

Which City employee(s) have you spoken to about this issue? Cindy Baker

Signature [Signature] Date 9/4/14

MEETING DATE: SEPTEMBER 16, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
OFFICER
PREPARED BY: CINDY BAKER
PRESENTED BY: SAM, SCOTT, ELIZABETH
HANSON AND/OR JESSICA ALLMAN

AGENDA ITEM SUMMARY REPORT

2014 Homecoming Events—October 2-3, 2014

ACTION TO BE TAKEN:

The CHS Student Council is requesting approval to conduct their homecoming activities on City property and in City right of way, sponsor other associated staffing and equipment cost in the amount of \$766.52 to be funded out of the Lodging Tax fund

SUMMARY OF INFORMATION:

This is an annual request made by the High School Student Council. At the time of the agenda request, they have submitted their WY-DOT permit and have to provide liability insurance for the event.

1. **Homecoming Parade – Friday October 3, 2014**
 - a. Sheridan Avenue per WDOT description
 - b. Same direction as last year (from east to west)
 - i. Line up area same as last year (have contacted Cody CHS Officer John Harris)
 - c. Site Managers –Elizabeth Hanson, Jessica Allman, Paige Ballard, Sam Scott
2. **Homecoming Bonfire**
 - a. Thursday, October 2, 2014 Approximately 7:30 pm
 - b. Site Managers –Elizabeth Hanson, Jessica Allman, Paige Ballard, Sam Scott
 - c. Beck Lake Park

FISCAL IMPACT

\$766.52 - associated staffing and equipment cost to be funded out of the Lodging Tax fund

ALTERNATIVES

1. Approve the request
2. Approve parts of their request
3. Deny their request

ATTACHMENTS

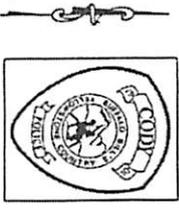
1. Agenda Request from
2. P&R Facility area request form

AGENDA ITEM NO. _____

3. Schedule and Logistics sheet
4. Certificate of Insurance

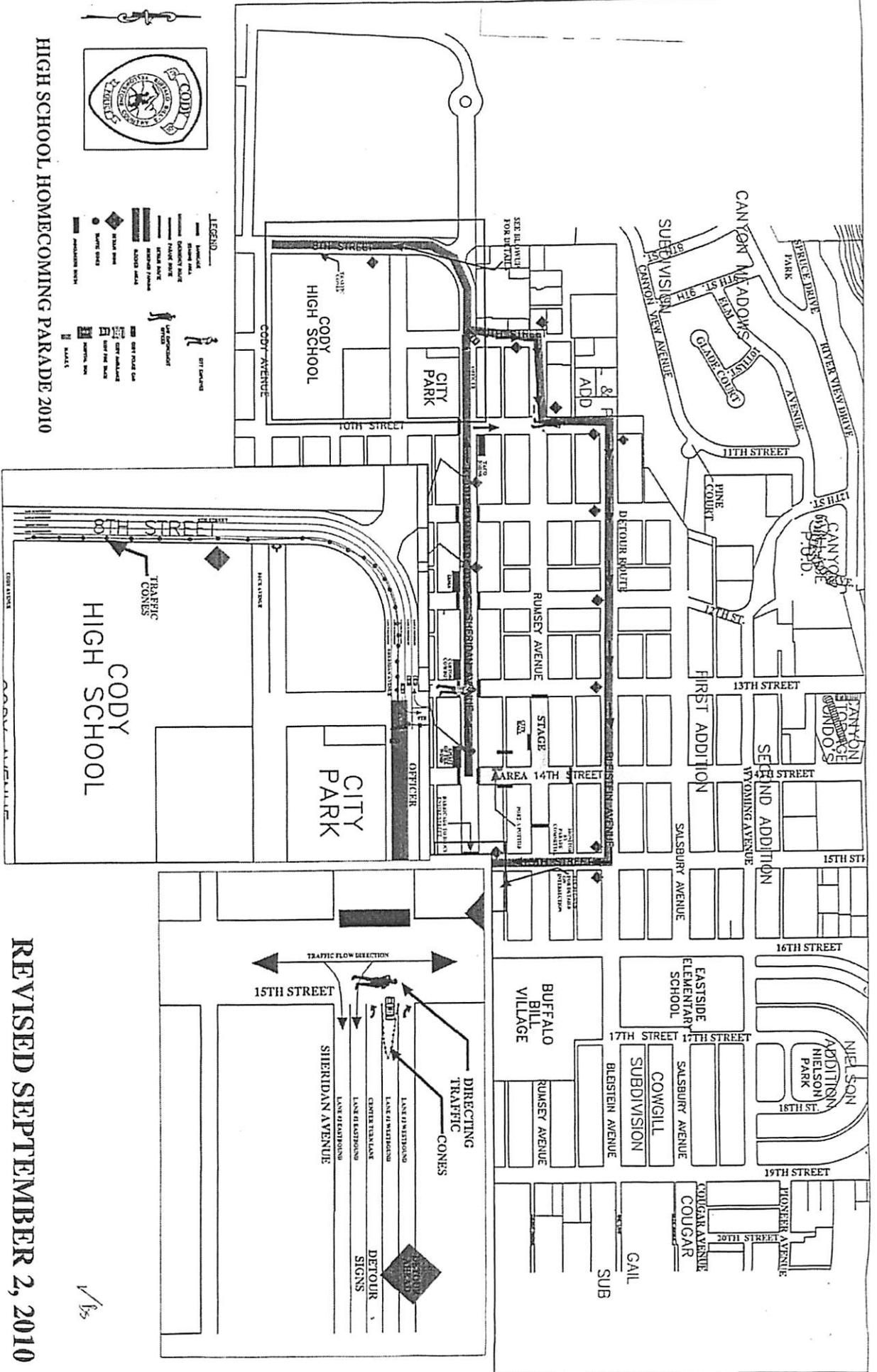
AGENDA & SUMMARY REPORT TO:

1. Jessica Allman - jessicaallman@park6.org
2. Elizabeth Hanson – elizabethhanson@park6.org
3. Rick Manchester
4. Steve Payne
5. Perry Rockvam
6. Ryan Selk



HIGH SCHOOL HOMECOMING PARADE 2010

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REVISED SEPTEMBER 2, 2010

1/5

MEETING DATE: SEPTEMBER 16, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: ANNALEA AVERY,
ADMINISTRATIVE ANALYST
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for Transfer of Location of a Retail Liquor License

ACTION TO BE TAKEN:

Approve the transfer of location of a retail liquor license from Soaring Peak Enterprises dba Soaring Peak Liquor and Saloon from 544 Yellowstone Avenue to 1102 Beck Avenue to “park” their license. At its discretion the City may approve or deny the application under Wyoming State Statues Title 12.

SUMMARY OF INFORMATION:

Soaring Peak Enterprises dba Soaring Peak Liquor & Saloon has applied to transfer location of their retail liquor license due to sale the building located at 544 Yellowstone Avenue. Their request is “park” their liquor license at 1102 Beck Avenue as a non-operational license for up to two years.

FISCAL IMPACT

The City will receive a \$100 transfer fee if the transfer is approved.

ALTERNATIVES

1. Approve the transfer of the retail liquor license.
2. Deny the transfer of the retail liquor license.

ATTACHMENTS

Transfer application and required attachments

AGENDA & SUMMARY REPORT TO:

Vaughn or Brenna Place - Soaring Peak Enterprises - brennaplace@live.com

AGENDA ITEM NO. _____

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

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

Date Filed: 8 / 20 / 14

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>170.00</u>	

Required Attachments Received: Yes

Advertising Dates(4): 9/4/14 & 9/11/14

Hearing Date: 9 / 16 / 14

Local Licensing Number: 652

For the license term: 9 / 16 / 14
Month Day Year

Through: 7 / 31 / 15
Month Day Year

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

Formerly Held by: Soaring Peak Enterprises

Applicant: Soaring Peak Enterprises

Trade Name (dba): Soaring Peak Liquor Saloon

Premise Address: 1102 Beck Ave
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 25 Road 6SR
Number & Street or P.O. Box

Cody WY 82414
City State Zip

Business Telephone Number: (307) 587-7275

Fax Number: ()

E-Mail Address: Brennaplace@live.com

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

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

1. Location of License:

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

8'x10' room located on Southwest corner on first floor @ 1102 Beck
Cody WY 82414

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

(c) Provide the legal description and the zoning of the site where the applicant will conduct business:
O.T. N 70' OF LOT 8 BLK. 27 (3500 SF) -

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

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

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

(A) **DATE** lease expires 9-14-2016 located on page 1 paragraph 3 of lease document.

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

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

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

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

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

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

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

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

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

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

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

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

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

If "YES", please specify type: Microbrewery Winery Retail
 Restaurant Resort Bar & Grill:

11. (a) Do you self distribute your products? YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? YES NO
-

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

12. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) The name and address of the grand lodge or national organization is:

- (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO
- (c) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (d) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO
-

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

- (a) The name and address of the National Veterans organization is:

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

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Vaughn Place	1-15-1962	[REDACTED]	[REDACTED]	3	50	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Brenna Place	12-14-1966	[REDACTED]	[REDACTED]	3	50	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

SS.

COUNTY OF PARK)

Before Me, MIKE NELSON, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for

PARK

County, State of Wyoming, personally appeared

VAUGHN PLAZE, BRENNNA PLAZE name he/she being first duly sworn
(Insert Names)

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

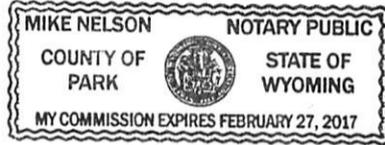
(Seal)

1. Vaughn Plaze
2. Brenna Plaze
3. _____
4. _____

My Commission expires: 2/27/17

Witness my hand and official seal:

[Signature]
(Notary Public or other officer authorized to administer oaths)



Title NOTARY

Dated: 8/18/14

REQUIRED ATTACHMENTS:

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

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

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

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

LEASE AGREEMENT

2nd THIS LEASE AGREEMENT (the "Agreement") is made and entered into this day of August, 2014, by and between the following parties and upon the following terms and conditions:

(1) Parties

The parties to this Agreement, hereinafter referred to as LESSOR and LESSEE, respectively, are:

- 1.1 LESSOR: January Company, LLC (a Wyoming limited liability company); and
- 1.2 LESSEE: Soaring Peak Enterprises, a Wyoming corporation, and Vaughn and Brenna Place.

(2) Premises Leased

LESSOR hereby leases to LESSEE the following premises situated in Cody, Park County, Wyoming, to wit:

- 2.1 A single room, approximately 8' X 10', located on the southwest corner of the first floor of an office building owned by LESSOR and located at 1102 Beck Avenue, Cody, Wyoming 82414.
- 2.2 The premises shall be used to house or "park" the State of Wyoming liquor license no. 652 ("License 652") issued to Soaring Peak Enterprises DBA Soaring Peak Liquor & Saloon. Pursuant to W.S. § 12-4-103(a)(iii), this Agreement shall provide that alcoholic or malt beverages may be sold upon the leased premises. Provided, however, please refer to Paragraph 10, which states conditions and restrictions concerning the sale of alcoholic or malt beverages.

(3) Term

The term of this Agreement shall be as follows:

- 3.1 Date of Beginning of Base Term: September 15, 2014
- 3.2 Date of Termination of Base Term: September 14, 2016

(4) Rental

The rent to be paid by LESSEE to LESSOR, the place of payment of the same and the dates of the payment of the same shall be:

- 4.1 Amount of Base Rental: \$0 per month; provided, however, that LESSEE shall be responsible for and shall promptly pay any and all costs associated with establishing this Agreement and maintaining License 652 or any costs incurred by LESSOR to keep License 652 upon the premises.
- 4.2 Place of Payment: 1102 Beck Avenue, Cody, Wyoming 82414.
- 4.3 Dates of Payment: Payment of any expense covered by this paragraph shall be due within 5 days of presentation of an invoice for the same.
- 4.4 Late Payment Penalty: If LESSEE is ten (10) or more days late with any month's payment, LESSEE shall be liable for a \$5 per day late payment for every day LESSEE's payment is late.

(5) Repair or Alteration of Premises

- 5.1 LESSEE accepts possession of said premises in the same condition in which they are received on the date of this Agreement.
- 5.2 LESSEE shall not have the right to make alterations or structural changes in or upon said premises without the prior written consent of LESSOR.

(6) Utilities

The expense of all utilities servicing said premises shall be paid by LESSOR.

(7) Maintenance of Premises

- 7.1 LESSOR will be responsible for the repair and maintenance of said premises during the term of this Agreement.

(8) Inspection and Access

LESSEE shall have the right to go upon said premises at reasonable times and hours, upon reasonable request to LESSOR, to inspect the same for the purpose of ascertaining compliance with the terms of this Agreement.

(9) Claims of Third Parties

LESSEE shall indemnify LESSOR and hold LESSOR harmless from and against any and all claims of third parties arising from the conduct of LESSEE upon said premises, or otherwise arising by reason of any alleged negligence of LESSEE or LESSEE's agents or employees.

LESSOR shall indemnify LESSEE and hold LESSEE harmless from and against any and all claims of third parties arising from the conduct of LESSOR or LESSOR'S agents or employees upon said premises.

Any damage to said premises or the building in which the same are situated resulting from the negligence of LESSEE or of LESSEE's agents or employees shall be the liability of LESSEE to LESSOR, or shall be repaired by LESSEE.

(10) Use of Premises

LESSEE shall utilize said premises for legitimate business purposes only and shall neither engage in nor permit any activity thereon in violation of the laws of the City of Cody, Park County or the State of Wyoming. LESSOR and LESSEE expressly agree that the purpose of this Agreement is to allow LESSEE to "park" License 652, pursuant to W.S. § 12-4-103(a)(iv), for a period of up to two years. LESSOR and LESSEE expressly agree that while License 652 is parked upon the leased premises, no alcoholic or malt beverages will in fact be sold upon the leased premises. LESSOR and LESSEE expressly agree that should LESSEE desire to sell alcoholic or malt beverages prior to expiration of this Agreement, LESSEE will make application to transfer License 652 to another location where such sales will occur, and LESSOR will cooperate fully with such application and effort.

(11) Assignment

LESSEE may not assign, sublet or permit occupancy of said premises by third persons without the prior written consent of LESSOR.

(12) Liability of LESSOR

LESSOR shall not be liable to LESSEE for any damage occasioned to the property of LESSEE from the water, electricity or gas supplied to said premises or otherwise, in any manner, from the plumbing thereof, fire, structural failure or loss from natural causes sustained upon said premises.

(13) Covenants of LESSOR

LESSOR covenants that LESSOR is the owner in fee of the premises forming the subject matter of this Agreement and that LESSEE shall have peaceful and quiet enjoyment of said premises throughout the term of this Agreement.

(14) Default and Termination

14.1 Upon the occurrence of any event of default, LESSOR may, in addition to any other remedy or right given by law, terminate this Agreement by service of written notice of such termination upon LESSEE and thereupon enter upon said leased premises, or any part thereof, upon the date specified in such notice and retake possession of said premises. If LESSOR does not elect to so terminate the Agreement, LESSOR shall have the right at its election to re-enter the premises, with or without legal process, and to remove LESSEE's signs and all property and effects of LESSEE; and if LESSOR so desires, re-let the premises or any part thereof upon such terms and to such persons as may seem appropriate to LESSOR.

14.2 Each of the following shall be deemed an event of default:

- a. Default in the payment of the rental provided for herein.
- b. Breach by LESSEE of any of the covenants or other obligations of LESSEE set forth herein.
- c. Abandonment of the premises by LESSEE.
- d. The making of an assignment by LESSEE for the benefit of creditors or the filing by LESSEE or against LESSEE of a petition in bankruptcy, the filing of any petition against LESSEE for the foreclosure of any judgment lien against said leasehold, or the levy of any writ of execution upon said leasehold.

(15) Redelivery of Possession

Upon the expiration of the term herein set forth, or any extension thereof, or upon termination of this Agreement in any manner herein provided, LESSEE will surrender possession and occupancy of said premises to LESSOR without any other or further notice than the terms of this Agreement.

(16) General

- 16.1 This Agreement constitutes the entire agreement of the parties, and all representations of the parties made heretofore have been embodied herein and no other representations have been made. This Agreement supersedes all prior and contemporaneous written or oral agreements, correspondence and understandings between the parties hereto with regard to the subject matter hereof.
- 16.2 This Agreement may only be amended by written instrument setting forth the specific amendment and executed by both parties hereto.
- 16.3 In the event of any conflict, it is understood and agreed that the law of the State of Wyoming shall govern. Any litigation concerning this Agreement shall be venued in Circuit Court or District Court, Fifth Judicial District, Park County, Wyoming.
- 16.4 This Agreement and all obligations and rights hereunder shall extend to and be binding upon the heirs, personal representatives and assigns of LESSOR and of LESSEE.
- 16.5 In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation all attorneys' fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to the Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorney's fees.

SO AGREED as of the date and year first above written:

**JANUARY COMPANY, LLC,
LESSOR**

By: BRAD ZONDER

Title: MEMBER

Date: 8/22/14

**SOARING PEAK ENTERPRISES,
LESSEE**

By: _____

Title: see next page

Date: _____

**BRENNA PLACE,
LESSEE**

By: Brenna Place

Date: 8/28/2014

**VAUGHN PLACE,
LESSEE**

By: Vaughn Place

Date: Aug 25, 2014

MEETING DATE: SEPTEMBER 16, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: ANNALEA AVERY,
ADMINISTRATIVE ANALYST
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request for Transfer of Ownership of a Retail Liquor License

ACTION TO BE TAKEN:

Approve the transfer of ownership of a retail liquor license from Gulch Street Properties to Walmart. At its discretion the City may approve or deny the application under Wyoming State Statues Title 12.

SUMMARY OF INFORMATION:

Walmart dba Walmart has applied to transfer ownership of the retail liquor license held by Gulch Street Properties dba Whole Foods Trading Co. If approved, the applicant would need to construct the 3,904 sq. ft. room on the SE corner of Building, adhering to all Planning & Zoning requirements, permits, associated fees, and inspections. A Certificate of Occupancy would be required before the license can be issued.

FISCAL IMPACT

The City will receive a \$100 transfer fee if the transfer is approved.

ALTERNATIVES

1. Approve the transfer of the retail liquor license.
2. Deny the transfer of the retail liquor license.

ATTACHMENTS

State of Wyoming Liquor License transfer application and required attachments

AGENDA & SUMMARY REPORT TO:

John Dickeson – Walmart jbdicks.s01778.us@wal-mart.com

AGENDA ITEM NO. _____

FOR NEW LICENSES AND TRANSFER

LICENSE AND/OR PERMIT APPLICATION

FOR LIQUOR, COUNTY MALT BEVERAGE, LIMITED, WINERY OR MICROBREWERY

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

Date Filed: 7 131 114

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ <u>100.00</u>	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collect:	\$ <u>170.00</u>	_____

Required Attachments Received: Yes

Advertising Dates(4): 9/2/14 : 9/9/14

Hearing Date: 09 1 16 14

Local Licensing Number: _____

For the license term: 09 1 17 14
Month Day Year

Through: 7 1 31 14
Month Day Year

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

Formerly Held by: Gulch Street Properties, LLC (License #957)
 Applicant: Wal-Mart Stores, Inc.

Trade Name (dba): Wal-Mart

Premise Address: 321 Yellowstone Ave.
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 702 SW 8th Street
Number & Street or P.O. Box

Bentonville AR 72716-0500
City State Zip

Business Telephone Number: (479) 204-2227; (307) 527-4673

Fax Number: (479) 204-9864

E-Mail Address: Jbdicks.s01778.us@wal-mart.com

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

<p>FILING FOR</p> <p><input type="checkbox"/> NEW</p> <p><input checked="" type="checkbox"/> TRANSFER LOCATION</p> <p><input checked="" type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC</p> <p><input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP</p> <p><input checked="" type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> RETAIL LIQUOR LICENSE</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> on-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> off-premise only</p> <p style="margin-left: 20px;"><input type="checkbox"/> combination on/off premise</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> BAR AND GRILL</p> <p><input type="checkbox"/> LOCATED WITHIN 5 MILES OF CITY (County License only)</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>DO YOU OPERATE?</p> <p><input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>January</u> to <u>December</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Sunday through Saturday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>As allowed by law and local ordinances</u></p>
---	---	---

1. Location of License:

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

3904 SQ Foot Room on SE Corner of Building. See Attachment 1

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

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

See Attachment 2; Zoning is "D-3 Zone" NE 1/2 NW 1/4 Lot 68, TWP 52 N, RANGE 102 W of 4th 6th p.m.

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

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

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

(1st Amendment to Lease Agreement dated August 4, 2010)

(A) **DATE** lease expires 2/1/2022 located on page 2 paragraph 2.01 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 1 of lease.

NOTE: Attach a true copy of the lease to application. Lease **MUST** contain provision for **SALE OF ALCOHOLIC or MALT BEVERAGES** and be valid **THROUGH** the **TERM OF THE LICENSE** W.S. 12-4-103(a)(iii). **See Attachment 3**

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

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for? YES NO
 (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

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

If "YES", explain: _____

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

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

RESTAURANT OR BAR AND GRILL LICENSE: Complete questions 8(a) and 8(b): N/A

8. (a) Have you submitted a valid food service permit upon application?

W.S. 12-4-407(a) W.S. 12-4-413(a)

YES NO

(b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979? W.S. 12-4-410(b) YES NO N/A

RESORT LICENSE: Complete questions 9(a) through 9(c): N/A

9. (a) Is the actual valuation of the resort complex at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO

(b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO

(c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO

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

10. Is premise to be co-existent with a retail, restaurant, resort or bar and grill liquor license?

W.S. 12-4-412(b)(iii)

YES NO

If "YES", please specify type: Microbrewery Winery Retail
 Restaurant Resort Bar & Grill:

11. (a) Do you self distribute your products? YES NO

(b) Do you distribute your products through an existing malt beverage wholesaler? YES NO

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

12. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B) N/A

(a) The name and address of the grand lodge or national organization is:

 (b) Does lodge or fraternal organization hold a charter from a national organization or national grand lodge? YES NO

(c) Has the fraternal organization been actively operating in at least thirty-six (36) states?

YES NO

(d) Has the fraternal organization been actively in existence for at least twenty (20) years?

YES NO

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

(a) The name and address of the National Veterans organization is:

 (b) Has the Veteran's organization been chartered by the Congress of the United States for patriotic, fraternal or benevolent purposes? YES NO

(c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

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

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

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

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

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

If the application is for a Club: State the name, date of birth and residence of each officer.

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/>	NO <input type="checkbox"/>
See Attachment 4						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

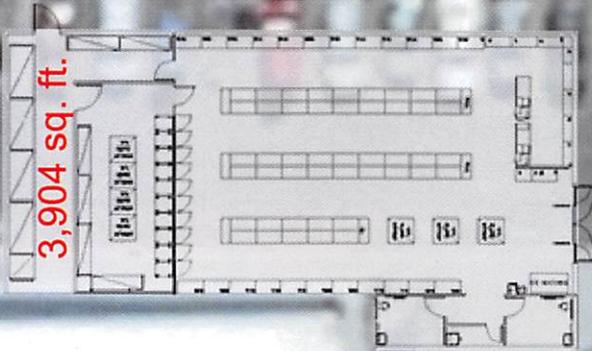
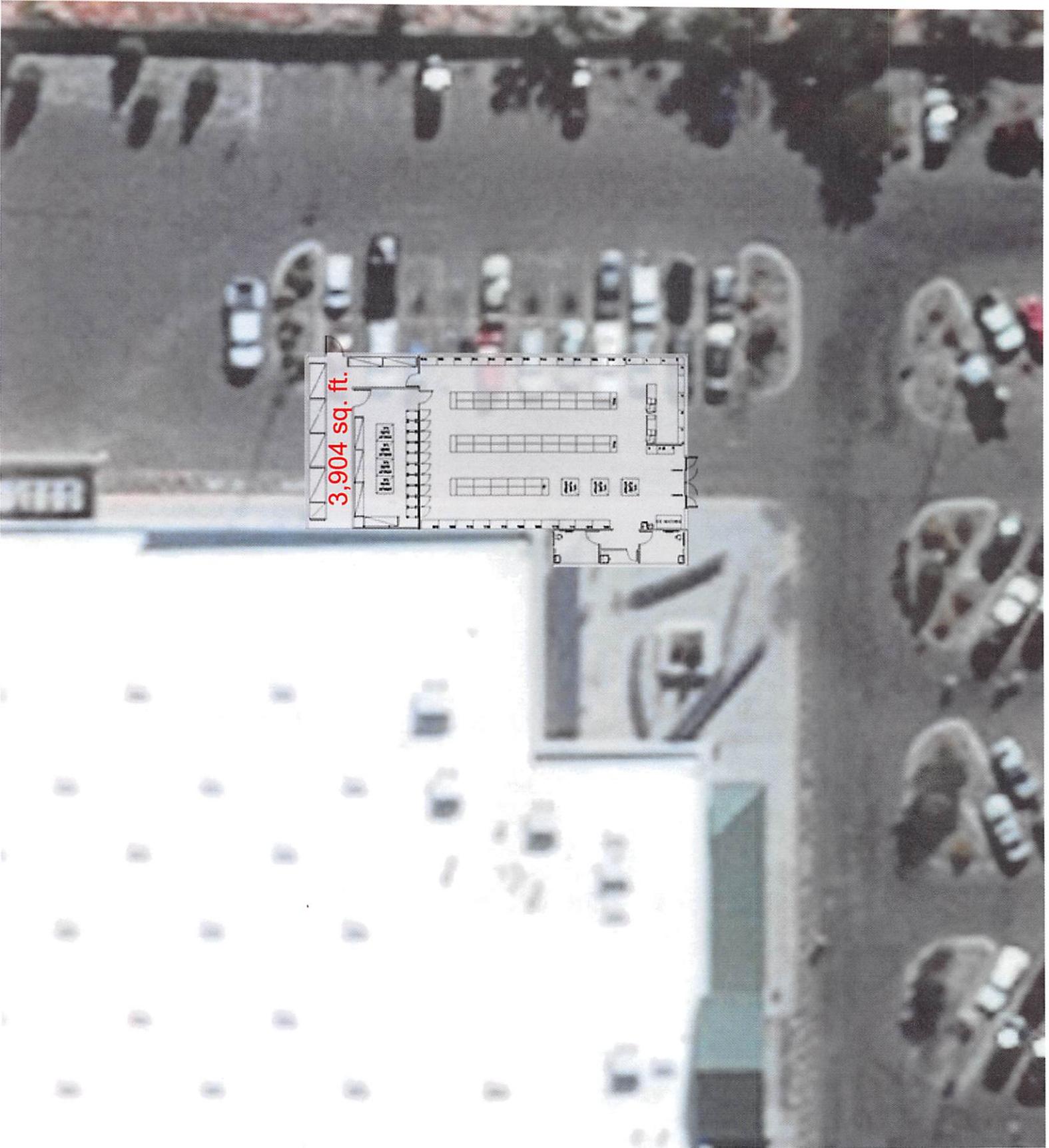
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- Attachment 6 – Authorization of Transfer
- Attachment 7 – John Dickson – Background Information Disclosure
- Attachment 8 – Business Plan

**ATTACHMENT 1
PLANS AND DRAWINGS**



3,904 sq. ft.



3,904 sq. ft.

**ATTACHMENT 2
LEGAL DESCRIPTION**

SCHEDULE A

County of Park, State of Wyoming, and is described as follows:

Lots 1, 2, and Tract A, Pat O'Hara Subdivision, according to the plat recorded in Book "C" of plats, page 164, records of Park County, State of Wyoming; also described as follows:

A tract of land in Lot 3 of Section 1, Township 52 North, Range 102 West of the 6th P.M., Park County, Wyoming according to the original government survey, now being within the NE $\frac{1}{4}$ Lot 68, Township 52 North, Range 102 West of the 6th P.M., Park County, Wyoming, according to the Government Resurvey. Said Tract includes all that portion of the said NE $\frac{1}{4}$ of Lot 68 that lies north of the north right-of-way line of U.S. Highway No. 14 and 20, which tract is more particularly described by metes and bounds as follows:

Commencing at the northwest corner of said Lot 3, Section 1, original survey, now being the northwest corner of said NE $\frac{1}{4}$ of Lot 68, Resurvey, in Township 52 North Range 102 West of the 6th P.M., Park County, Wyoming; thence N. 89°47' E. along the north boundary of said Lot 3, Section 1, original survey for the distance of 30.8 feet to the POINT OF BEGINNING; thence continuing along the north boundary of said Lot 3, N. 89°47' E., 1,286.05 feet to the northeast corner of said Lot 3; thence S. 00°02' E. along the east boundary of said Lot 3, for a distance of 578.2 feet to a point on the north right-of-way line of said Highway No. 14 and 20; thence along said north right-of-way line as follows:

S. 76°05' W. for a distance of 104.8 feet to a point that is 100.0 feet west of the east line of said Lot 3; thence N. 00°02' W., parallel to and 100.0 feet west of the east line of said Lot 3 for a distance of 105.0 feet to the southeast corner of a tract of land described in a quitclaim deed from the Wyoming Highway Commission to the Pat O'Hara Co. and recorded in Book 385 at Page 35 of the records of Park County, Wyoming; thence S. 89°54' W. along the south line of said tract for a distance of 400.0 feet to the southwest corner thereof; thence S. 00°02' E., parallel to the east line of said Lot 3 for a distance of 140.0 feet; thence S. 69°36' W. for a distance of 127.5 feet; thence N. 85°05' W. for a distance of 195.45 feet; thence S. 16°25' W. for a distance of 10.0 feet; thence N. 73°35' W. for a distance of 218.57 feet to the southeast corner of Lot 2, Pat O'Hara Subdivision, thence N. 73°35' W. a distance of 21.43 feet; thence along a

circular curve to the left, whose radius is 1,473 feet, for an arc length distance of 162.68 feet to the southeast corner of Lot 1, Pat O'Hara Subdivision, thence continuing along said curve for a distance of 84.21 feet to the southwest corner of said Lot 1; thence leaving the north right-of-way line of Highway 14 and 20 N. 00°23' E. for a distance of 182.81 feet to the northwest corner of said Lot 1, thence N. 00°23' E. for a distance of 371.20 feet to the POINT OF BEGINNING.

**ATTACHMENT 3
LEASE AND LEASE AMENDMENT**

**LEASE – Store #1778
CODY, WY**

This lease ("Lease") is made and entered into as of this 30th day of March 2009, with an effective date of February 1, 2007, by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Landlord") and Wal-Mart Stores, Inc., a Delaware corporation (the "Tenant"), collectively throughout the remainder of this Lease the two are referred to as the "Parties."

WITNESSETH:

WHEREAS, the Landlord owns retail stores (collectively, the "Stores");

WHEREAS, the Landlord currently owns the "Premises" (as hereinafter defined) and intends to cause further improvements to be constructed thereon;

WHEREAS, the Tenant desires to lease the Premises (as hereinafter defined) from the Landlord for the benefit of the Stores and the Landlord desires to lease the same to the Tenant, on the terms and conditions hereof; and

WHEREAS, it is the intention of the Parties that the Landlord shall receive rent without reduction for all taxes, charges, operating expenses, costs and deductions of every description and that the Tenant shall pay all such items.

NOW THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
GRANT**

Section 1.01 Lease. The Landlord does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord the Premises (as hereinafter defined) under the terms and conditions set forth herein. The term Premises, for this purpose, is defined as real properties, including, without limitation, land, buildings and leasehold improvements in existence on the date on which the Tenant opens the Store that will be located on the Premises for business to the public (the "Grand Opening Date") or thereafter unless specifically excluded herein, located at 321 Yellowstone Ave., CODY, WY 82414 (the "Leased Property").

FIRST AMENDMENT TO LEASE AGREEMENT
Store #1778
CODY, WYOMING

This First Amendment to Lease Agreement (this "Amendment") is made and entered into as of this 4th day of August, 2010 by and between Wal-Mart Real Estate Business Trust, a Delaware statutory trust (the "Landlord"), and Wal-Mart Stores, Inc., a Delaware corporation (the "Tenant"), collectively throughout the remainder of this Amendment the two are referred to as the "Parties."

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement, made and entered into as of March 30, 2009 with an effective date of February 1, 2007 (the "Lease).

WHEREAS, Landlord and Tenant desire to amend the Lease to re-define use of the Premises as provided herein and made a part hereof.

NOW, THEREFORE, in consideration of the terms, covenants and conditions set forth below, and other valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Landlord and Tenant hereby acknowledge and agree that the Lease is hereby amended as follows:

Section 1. Lease. Section 1.01 of the Lease is hereby amended to provide and add that the Tenant shall have the right to use the "Premises" for any lawful purpose, including alcohol sales on the "Premises."

Section 2. Ratification. Landlord and Tenant hereby ratify the terms of the Lease, as amended by this Amendment. Landlord and Tenant represent and warrant to each other that, as of the date of this Amendment, there are no defaults by Landlord or Tenant and, to the best of Landlord's and Tenant's knowledge, no event has occurred or situation exists which would, with the passage of time, constitute a default by Landlord or Tenant under the Lease.

Section 3. Effective Date. On and after the date of this Amendment, each reference in the Lease to "this Agreement," "this Lease," "hereunder," "hereof" or words with similar meaning referring to the Lease, shall mean the Lease as amended by this Amendment.

Section 4. Entire Agreement; Full Force and Effect. This Amendment constitutes the entire agreement between the parties hereto with respect to the subject matter of this Amendment. The Lease and this Amendment may be modified only by a written agreement signed by Landlord and Tenant. Except as specifically amended by this Agreement, the Lease remains unmodified. The Lease, as amended by this Amendment, remains in full force and effect.

Lease Amendment
Cody, WY
Store #1778

Section 5. Counterparts. This Amendment may be executed in counterparts, each of which when taken together shall constitute one entire agreement.

Section 6. Definitions. All capitalized terms not expressly defined in this Amendment shall have the meanings set forth in the Lease.

Lease Amendment
Cody, WY
Store #1778

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

THE TENANT:
Wal-Mart Stores, Inc.,
a Delaware corporation

THE LANDLORD:
Wal-Mart Real Estate Business Trust,
a Delaware statutory trust

By: [Signature]
Name: Don Etheredge
Title: Senior Director, Walmart Realty

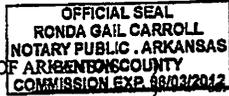
By: [Signature]
Name: Romona L. West
Title: Director, REIT Management

ATTEST:
[Signature]
By: [Signature]
Name: Nick Goodner
Title: Assistant Secretary

ATTEST:
[Signature]
By: [Signature]
Name: Nick Goodner
Title: Assistant Secretary

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

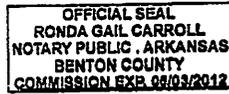
The foregoing instrument was acknowledged before me this 4th day of August, 2010, by Romona L. West, Director, REIT Management, of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the statutory trust.



Ronda Gail Carroll
Notary Public

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 4th day of August, 2010, by Don Etheredge, Senior Director, Wal-Mart Realty, of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.



Ronda Gail Carroll
Notary Public

Exhibit "A"

Store #1778
Cody, Wyoming

321 Yellowstone Avenue, Cody, Wyoming

Lease Amendment
Cody, WY
Store #1778

**ARTICLE II
TERM**

Section 2.01 Term. The "Term" of this Lease shall commence as of the Grand Opening Date and shall continue thereafter until fifteen (15) years from the Grand Opening Date unless otherwise terminated under this Lease. The Grand Opening Date shall be reflected on the books and records of the Landlord and the Tenant.

Section 2.02 Option to Extend. Tenant, at its option, shall be entitled to the privilege of renewing this Lease for sixteen (16) successive periods of five (5) years upon the same terms and conditions, save and except that the Rent during said renewal period shall be adjusted as indicated in Article III. To exercise this option to extend, Tenant shall, in writing, notify Landlord at least seven (7) full months prior to the expiration of the Lease Term or previously exercised renewal period.

**ARTICLE III
RENT**

Section 3.01 Rent. The Tenant shall pay to the Landlord rent in an amount equal to eight percent (8%) of the Project Costs (as defined below) for the Leased Property (the "Base Rent") per year following the Grand Opening Date.

For purposes hereof, the term "Project Costs" shall mean the aggregate cost of acquisition and/or construction of the land, buildings and leasehold improvements comprising the Leased Property. The Project Costs shall be as reflected on the books and records of the Landlord, subject to the approval of the Tenant, which approval shall not be unreasonably withheld. Tenant will be deemed to have approved the Project Costs unless Tenant provides notice in writing to Landlord of its disapproval. In such event, Landlord and Tenant shall use best efforts to agree upon the proper amount of the Project Costs. If no agreement can be reached, the calculation of Project Costs by a nationally recognized accounting firm chosen by Landlord and reasonably satisfactory to Tenant shall be used.

Section 3.02 Rent in Option Period(s). In the event Tenant exercises its right to extend this Lease beyond the initial fifteen (15) year Term pursuant to Section 2.02, the Tenant shall pay to the Landlord rent in an amount equal to five percent (5%) greater than the amount agreed to and paid to Landlord in the immediate preceding Term. This five percent (5%) increase shall be applied with each successive option period the Tenant exercises.

Section 3.03 Payment of Rent. All Rent shall be payable monthly on or before the 1st day of the succeeding month, unless otherwise agreed to by the Landlord and the Tenant, of each year during the Term hereof.

This Lease shall be deemed and construed to be an "absolute net lease," and Tenant shall pay all Rent and other charges and expenses in connection with the Leased Property throughout the Term, without abatement, deduction, recoupment or setoff. Landlord shall have all legal, equitable and contractual rights, powers and remedies provided either in this Lease or by statute or otherwise in the case of nonpayment of the Rent. All Rent shall be provided to the Landlord at the following address:

Wal-Mart Real Estate Business Trust
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Real Estate Accounting Department

or such other address as may be designated upon notice to the Tenant.

Unless otherwise expressly provided in this Lease, Tenant's obligation to pay Rent hereunder shall not terminate prior to the actual date contemplated by Landlord and Tenant and specifically set forth in Article II for the expiration of the Term, notwithstanding the exercise by Landlord of any or all of its rights hereunder or otherwise and the obligations of Tenant hereunder shall not be affected by reason of: any damage to or destruction of the Premises or any part thereof, any taking of the Premises or any part thereof or interest therein by condemnation or otherwise, any prohibition, interruption, limitation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises or any part thereof, or any interference with such use, occupancy or enjoyment by any person or for any reason, any matter affecting title to the Premises, any eviction by paramount title or otherwise, any default by Landlord hereunder, the impossibility, impracticability or illegality of performance by Landlord, Tenant or both, any action of any Governmental Authority, Tenant's acquisition of ownership of all or part of the Premises (unless this Lease shall be terminated by a writing signed by all Persons, including any Mortgagee, having an interest in the Premises), any breach of warranty or misrepresentation, or any other cause whether similar or dissimilar to the foregoing and whether or not Tenant shall have notice or knowledge thereof and whether or not such cause shall now be foreseeable. The parties intend that the obligations of Tenant under this Lease shall be separate and independent covenants and agreements and shall continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

ARTICLE IV TAXES AND ASSESSMENTS

Section 4.01 Payment of Taxes. During the Term of this Lease, the Tenant shall pay when due any and all taxes related to the Premises, licenses, fees, charges, expenses, assessments or other governmental impositions that may be fixed, charged, levied, assessed or otherwise imposed upon the Premises, the business conducted on the Premises, any inspection fees or taxes in lieu of the foregoing assessed directly against rental or lease payments, whether now existing or hereafter enacted. It is the purpose of

this Article to hold the Landlord harmless from any and all taxes associated directly with the Landlord's ownership of the Premises. The Tenant shall have the right, in its own name or in the Landlord's name, to contest or appeal any of the aforesaid taxes, license fees, assessments or other governmental impositions, provided that such contest or appeal shall be at the sole expense of the Tenant. In connection with any such contest or appeal, the Tenant shall have the right to delay or postpone the payment of any portion or all of any such tax, license fee, assessment or other governmental imposition pending the outcome of the Tenant's contest or appeal; provided, that the Tenant shall post all deposits, bonds, or other security, and otherwise comply at the Tenant's expense with all applicable requirements related to such contest or appeal.

ARTICLE V UTILITY SERVICES

Section 5.01 Utilities. The Landlord agrees that on the Grand Opening Date all necessary utility lines including, without limitation, electric, gas water, storm sewer and telephone lines, shall be available to the Premises, and that the Landlord shall not interfere with such availability at any time during the Term. During the Term of this Lease, the Tenant shall pay directly to the applicable utility companies the cost of all utility services furnished to the Premises including, without limitation, all charges for water, sewer, electricity, telephone and the cost of services used in heating, ventilating and cooling the Premises.

ARTICLE VI REPAIRS AND MAINTENANCE

Section 6.01 Repairs by the Tenant. During the Term of this Lease, the Tenant shall make all necessary exterior and interior non-structural repairs and maintenance, including, without limitation, the replacement of glass and the maintenance of the electrical, plumbing, heating and air conditioning systems and equipment serving solely the Premises, and if any such system or equipment serves an area other than the Premises, the Tenant shall only repair the portions thereof within the Premises which are for the sole benefit of the Premises. To the extent there is a sharing of space with another Tenant, expenses shall be the responsibility of the party utilizing the respective space.

Section 6.02 Alterations. During the Term of this Lease, the Tenant shall have the right to make any alterations, improvements, or additions to the Premises for the purpose of its business, provided such alterations, improvements, or additions are made substantially in accordance with the requirement of all federal, state and local laws, regulations and ordinances and public authorities having jurisdiction thereover, and provided that the value of the Premises shall not be diminished thereby. In making such alterations, improvements or additions, the Tenant may salvage any material which shall be removed or replaced. The Landlord agrees to cooperate where necessary and sign applications, permits or consents which may be required by public authorities, in connection with such

interior alterations, improvements or additions to the Premises required by the Tenant. The Landlord shall not be required or obligated to make any changes, alterations, additions, improvements or repairs on the Premises, or any part thereof, during the Term of the Lease. The Tenant shall also have the right to erect, install, maintain, and operate in the interior of the Premises such equipment and fixtures the Tenant may deem advisable. It is understood that any work of any kind made and done under this Section 6.02 shall be made and done at the Tenant's own cost, and the Tenant agrees to indemnify and hold the Landlord harmless from any and all mechanic's liens that may be filed by reason thereof. In the event of the ultimate removal, with or without Landlord's consent, of any personal property, equipment or fixtures, including signs, the Tenant agrees to repair any structural damage resulting therefrom.

Section 6.03 Governmental Compliance. The Tenant shall comply with all federal, state, county and municipal laws and ordinances, and all rules, regulations, and orders of any duly constituted governmental authority, present or future including, but not limited to the Americans with Disabilities Act of 1990, affecting the Premises, which (as to all of the foregoing) are related to the Tenant's particular use or occupancy of the Premises.

Section 6.04 Trade Fixtures, Equipment and Merchandise. All trade fixtures, furniture and furnishings, machinery and operating equipment, merchandise and stock-in-trade which shall be installed in or on the Premises by the Tenant shall be and remain the sole property of the Tenant and the Tenant reserves the right at any time and from time to time prior to the end of the Term to remove, without damage, any and all such property from the Premises, provided the Tenant is not in default of this Lease beyond any period of time allowed to cure.

Section 6.05 Delivery at the End of the Term. At the end or other expiration of the Term, the Tenant shall deliver up the Premises, as such may have been altered as permitted under this Lease, and the contents thereof (except for the Tenant's property referred to in Section 6.04 hereof) in good order and condition, except for reasonable use, wear and tear and destruction by fire and other casualties, subject to Article VIII.

ARTICLE VII SUBORDINATION

Section 7.01 Right to Mortgage. The Tenant, upon request of the Landlord will subordinate this Lease to any mortgages which now or hereafter affects the Premises and to any renewals, modifications or extensions of such mortgage. At the Landlord's request, the Tenant will execute and deliver such instruments subordinating this Lease to any first mortgage.

**ARTICLE VIII
INSURANCE**

Section 8.01 Liability Insurance. During the Term, the Tenant shall maintain or cause to be maintained, comprehensive public liability insurance against claims or personal injury or death and property damage that are associated by "occurrences" (including accidents) taking place upon, in or on the Premises, such insurance to afford protection to the limit of not less than \$1,000,000 on a per occurrence basis. The insurance required by this Section 8.01 shall be effected under a valid and enforceable policy issued by a company licensed to write comprehensive public liability insurance within the state in which the particular Premises is located. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.01 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord. The policy of insurance described in this Section 8.01 shall name the Landlord as an additional insured and shall provide that such policy shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

Section 8.02 Casualty Insurance. The Tenant shall keep the Premises continuously insured against loss or damage by fire and such other risks as are from time to time covered by an "all risk" property insurance policy. The policy of insurance described in this Section 8.02 shall name the Landlord as an additional insured. The insurance required by this Section 8.02 shall be effected under a valid and enforceable policy issued by a company that is licensed to write "all risk" insurance. Tenant shall have the right to insure the Premises under a blanket insurance policy, or to insure the Premises through a wholly owned captive insurance company, or to self-insure the Premise as long as the net worth of the Tenant exceeds One Hundred Million Dollars (\$100,000,000). The policy of insurance required by this Section 8.02 shall not be canceled or materially altered without at least thirty (30) days prior written notice to the Landlord.

**ARTICLE IX
EXPENSES**

Section 9.01 Tenant's Obligations. During the Term of this Lease, the Tenant shall pay all expenses and obligations relating to the Leased Property (except as otherwise specifically provided herein) which may arise or become due during the Lease Term, and the Tenant shall indemnify and hold the Landlord harmless against such expenses and obligations.

**ARTICLE X
ASSIGNMENT AND SUBLETTING**

Section 10.01 Assignment and Subletting. The Tenant may assign this Lease in whole or in part, or sublet all or any part of the Premises, or permit occupancy of all or any part of the Premises.

**ARTICLE XI
DEFAULT**

Section 11.01 Default. If installments of Rent or any other amount payable hereunder are not paid by the Tenant when the same becomes due, or the Tenant shall default under any other term, condition, covenant or obligation on the part of the Tenant to be kept or performed, then, in any of said cases the Landlord may, in addition to any other rights and remedies the Landlord may have under this Lease or under applicable law, terminate this Lease without further notice and re-enter and take possession of the Premises and remove all persons and their property therefrom so as to recover at once full and exclusive possession of all the Premises, whether in possession of the Tenant or of third persons, or vacant, and the Tenant's liability for rent and all other liability shall survive any such termination and re-entry. However, Tenant shall have 60 days in which to cure a default.

Section 11.02 Performance by the Landlord. If the Tenant shall fail to perform any act on its part to be performed hereunder, the Landlord may (but shall not be obligated so to do) perform such act without waiving or releasing the Tenant from any of its obligations relative thereto. All sums paid or costs incurred by the Landlord in so performing such acts under this Section 11.02, together with reasonable attorneys' fees from the date each such payment was made or each such cost incurred by the Landlord, shall be payable by the Tenant to the Landlord on demand.

Section 11.03 Remedies. No reference to nor exercise of any specific right or remedy by the Landlord shall prejudice or preclude the Landlord from exercising or invoking any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Section 11.04 Holdover by the Tenant. If the Tenant holds over or remains in possession or occupancy of the Premises after the expiration or earlier termination of the Term, without any written Lease of the Premises being actually made and duly entered into by the Landlord and the Tenant, such holding over or continued possession or occupancy shall create only a tenancy from month to month upon the terms (other than the length of Term) herein specified and at the monthly Rent payable by the Tenant to the Landlord in effect during the period immediately preceding such holding over; provided, however, that the Landlord shall have the right to obtain possession of the Premises and to recover

from the Tenant all reasonable and ordinary legal expense incurred by the Landlord in obtaining possession thereof.

Section 11.05 Early Termination if Premises Not Acquired By Landlord. If the Landlord does not acquire possession of the Premises on or about the Grand Opening Date, the failure of the Landlord to deliver possession of the Premises to the Tenant as contemplated herein shall not be considered an event of default and Tenant shall have no recourse against the Landlord for such failure to deliver possession. Rather, in the event the Premises are not acquired by Landlord, this Lease shall terminate.

ARTICLE XII CLAIMS

Section 12.01 Indemnification. The Tenant agrees to indemnify and hold harmless the Landlord from any and all claims, damages, liabilities, causes of action or costs (including attorneys' fees and costs of suit), however caused, to the extent they arise out of, directly or indirectly, (a) the Tenant's use or occupancy of the Premises, or (b) any breach by the Tenant of its obligation hereunder (including those in respect of the Prime Lease).

Section 12.02 Waiver of Claims. Notwithstanding anything contained herein to the contrary, the Landlord and the Tenant hereby release one another, (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by insurance even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

Section 12.03 Premises Taken "As-Is Where-Is With All Faults". The Tenant agrees that by executing this Lease it is accepting the Premises from the Landlord in its condition "AS-IS WHERE IS WITH ALL FAULTS"

Section 12.04 Limitation on Tenant's Recourse. Tenant's sole recourse against Landlord, and any successor to the interest of Landlord in the Leased Property, is to the interest of Landlord, and any such successor, in the Leased Property. Tenant will not have any right to satisfy any judgment which it may have against Landlord, or any such successor, from any other assets of Landlord, or any such successor. In this section, the terms "Landlord" and "successor" include the shareholders, venturers, and partners of "Landlord" and "successor" and the officers, directors, and employees of the same.

**ARTICLE XIII
NOTICE**

Section 13.01 Notices. All notices of any kind required under the provisions of this Lease shall be by personal service or by United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Landlord:

Don Etheredge
Senior Director, Wal-Mart Realty
2001 SE 10th Street
Bentonville, AR 72716

Don.Etheredge@wal-mart.com

If to the Tenant:

Wal-Mart Stores, Inc.
2001 SE 10th Street
Bentonville, Arkansas 72716
Attn: Tony Fuller, Senior Vice President
E-mail:Tony.Fuller@wal-mart.com

Either party may, by such notice, designate a new or other address to which notice may be mailed. Any notice given hereunder shall be deemed received upon deposit in the United States Mail in accordance with the foregoing. Notices given in any other manner shall be deemed given only upon actual receipt (which shall include receipt by electronic delivery) by the party in question.

**ARTICLE XIV
GAS STATION**

Section 14.01 Gas Station. It is understood and agreed, subject to applicable restrictions, that throughout the Term of this Lease, Tenant and its agents, employees, customers, contractors, subtenants, licensees, affiliates and concessionaires (the "Subtenant") shall have the exclusive right to use the Common Area within the Subtenant's tax plat (in the location designated on the Site Plan shown on Exhibit B) for the construction and operation of a gas station (the "Gas Station"). Tenant's Subtenant who operates the Gas Station will be responsible for (i) compliance with all environmental laws and regulations, (ii) performance of any required remediation in

compliance with environmental laws and regulations, (iii) indemnifying Landlord against any claims (excluding punitive and consequential damages) arising directly out of the Gas Station's operations, and (iv) obtaining any necessary governmental approvals or permits including, but not limited to, reduction of parking ratios and permits prior to construction and operating the Gas Station. Landlord waives any objection to any reduction in parking ratios as a result of placing a Gas Station on Subtenant's tax plat.

ARTICLE XV TERMINATION

Section 15.01. Sale and Termination of Lease By Landlord. In the event Landlord enters into a contract to sell its interest in the Leased Property, Landlord may terminate this Lease by giving thirty (30) days prior Notice to Tenant, and then, as of the closing of such sale, this Lease shall terminate and be of no further force and effect except as to any obligations existing as of such date that survive termination of this Lease, and all Rent shall be adjusted as of such date. As compensation for the early termination of Tenant's leasehold estate hereunder, Landlord shall, at Landlord's election:

(a) pay to Tenant a termination payment equal to the Fair Market Value of Tenant's leasehold estate in the Premises (a "Termination Payment"), which Termination Payment shall be paid by Landlord to Tenant within eighteen (18) months after the termination of this Lease; or

(b) within eighteen (18) months after termination of this Lease, offer to lease to Tenant, or cause Tenant to be offered the opportunity to lease, one or more substitute store properties comparable to the Premises (i.e., comparable market and substantially similar class, quality and condition of property) pursuant to one or more leases ("Substitute Leases") that would create for Tenant leasehold estates that have an aggregate fair market value of no less than the Termination Payment that otherwise would be payable with respect to the fair market value of Tenant's leasehold estate in the Premises.

In the event Landlord subsequently elects and complies with the option described in (b) above, the Substitute Leases shall not take into account the amount of the Termination Payment accrued to the date the Substitute Leases are entered into and Landlord shall have no further responsibility or obligation with respect to the Termination Payment. If Landlord elects and complies with the option described in (b) above, regardless of whether Tenant enters into any of the Substitute Leases, Landlord shall have no further obligations to Tenant with respect to compensation for the early termination of this Lease.

Section 15.02. Termination of Lease By Tenant. Tenant shall have the right to terminate this Lease on sixty (60) days notice at any time following the second (2nd) anniversary of the date of this Lease. Tenant may terminate this Lease prior to the second (2nd) anniversary of this Lease, Tenant shall pay to Landlord a Termination Fee equal to the present value of Base Rent for one year.

**ARTICLE XVI
MISCELLANEOUS**

Section 16.01 Applicable Law. This Lease shall be construed under the laws of the State where the particular Premises is located.

Section 16.02 Severability. Each provision contained herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.

Section 16.03 Successors and Assigns. This Lease shall bind and apply to the benefit of the successors and assigns of the respective parties hereto but this provision shall not authorize the assignment or under letting of this Lease contrary to the provisions herein contained.

Section 16.04 Attorney's Fees. In the event of any action or proceeding between the parties hereto arising under or in respect of this Lease, the prevailing party shall be entitled to recover its attorney fees and costs in connection therewith.

Section 16.05 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by a duly authorized officer or agent of the party to be bound thereby.

Section 16.06 Amendments. This Agreement shall not be modified or amended except by an instrument in writing signed by both parties.

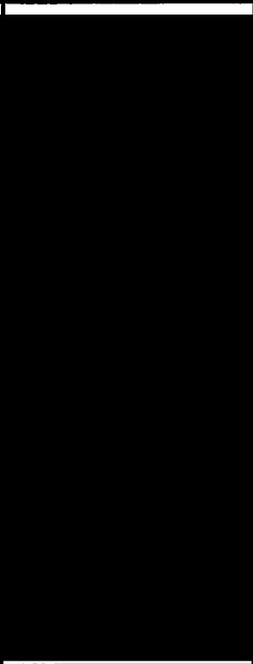
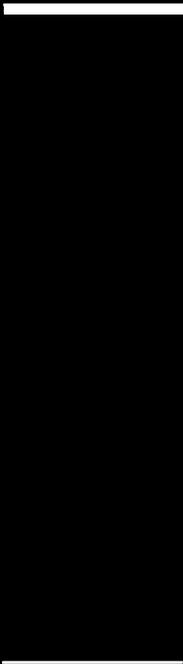
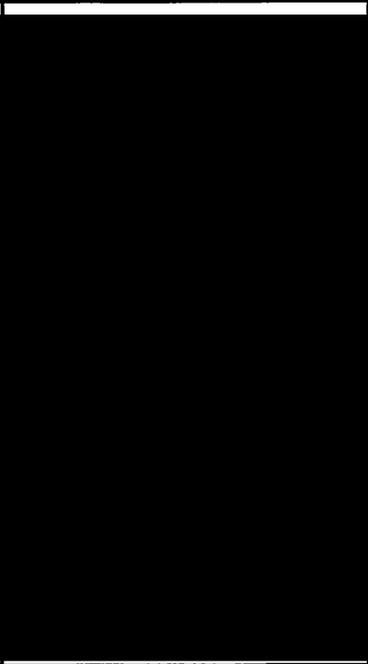
Section 16.07 Headings. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement.

Section 16.08 Waiver. No failure of the Landlord or the Tenant to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof shall constitute a waiver of said power or right or of the Landlord's or the Tenant's right to demand exact compliance with the terms hereof.

Section 16.09 Federal Compliance. In exercising any rights and privileges in this Lease or in the conduct of its business operations in the Leased Premises, Tenant shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Tenant's employees at the Leased Premises, and

(iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Tenant shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Tenant or any of its employees at the Leased Premises. Tenant shall promptly correct any defects or deficiencies which are identified. If, at any time during this Lease, (x) Landlord obtains actual knowledge of Tenant's violation or breach of any provision of this Section, or (y) the USCIS determines that Tenant has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to this Lease or the conduct of its business operations in the Leased Premises, Landlord may, in its sole discretion, terminate this Lease unless Tenant shall cure the violation or breach within fifteen (15) days following notice thereof from Landlord or in such additional time as may be necessary if Tenant, within fifteen (15) days after notice, commences and continuously thereafter pursues the cure with diligence; in any event, the cure must be accomplished within ninety (90) days after notice; provided that if a violation or breach of this section shall occur more than three (3) times in a Lease Year, Tenant's right to cure shall be extinguished. Tenant shall contractually require all contractors performing any of Tenant's obligations in accordance with this Lease (and those contractors shall in turn so contractually require their subcontractors) to comply with the covenants set forth in this section. Noncompliance by a contractor or subcontractor shall not be a default by Tenant hereunder unless Tenant shall fail to either enforce compliance under its contracts or to dismiss the offending party from the job within the time periods set forth above.

**ATTACHMENT 4
STOCKHOLDERS**

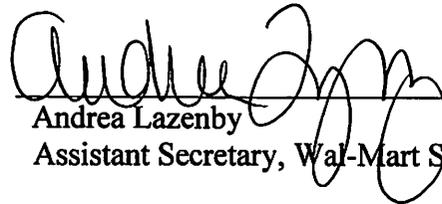
True and Correct Name	DOB	Residence Address No. & Street City, State & zip	Residence Phone Number	% of stock held	Have you ever been convicted of a felony	Have you been convicted of a violation relating to Alcoholic liquor or malt beverages
Doug McMillion (President & CEO)					No	No
Phyllis Harris (Sr. VP and Chief Compliance Officer)					No	No
Jeff Davis (Treasurer)					No	No
Amy Thrasher (Assistant Secretary)					No	No
Andrea Lazenby (Assistant Secretary)					No	No

ATTACHMENT 5
FINANCIAL INFORMATION

STATEMENT OF FINANCIAL CONDITION

WAL-MART STORES, INC.

Wal-Mart Stores, Inc. is in a solid financial position, with over \$100 Billion in Gross Profit in 2013 and \$ 1.79 Billion in Net Income in 2014. In 2014 Wal-Mart Stores, Inc. was the world's largest public corporation by revenue. It was founded in 1962, incorporated in 1969, and has been a successful business ever since. Wal-Mart Stores, Inc. has unparalleled financial stability.


Andrea Lazenby
Assistant Secretary, Wal-Mart Stores, Inc.

STATE OF ARKANSAS)
)
COUNTY OF Benton)

Sworn to and subscribed before me this 24th day of July, 2014, by Andrea Lazenby, Assistant Secretary for Wal-Mart Stores, Inc.

My commission expires 04/07/2024.

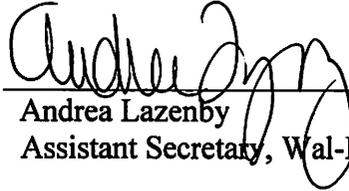

Notary Public

**SHAWN J. WOODS
BENTON COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires 04/07/2024
Commission No. 12398143**

AFFIDAVIT

WAL-MART STORES, INC.

Wal-Mart Stores, Inc. is publicly traded on the New York Stock Exchange with 11 billion shares authorized and approximately 89.1 M shares issued as of January 31, ~~2014~~ No individual owns more than 1% stock.



Andrea Lazenby
Assistant Secretary, Wal-Mart Stores, Inc.

STATE OF ARKANSAS)
)
COUNTY OF Benton)

Sworn to and subscribed before me this 24th day of July, 2014, by Andrea Lazenby. Assistant Secretary for Wal-Mart Stores, Inc.

My commission expires 04/07/2024.



Notary Public

**SHAWN J. WOODS
BENTON COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires 04/07/2024
Commission No. 12398143**

ATTACHMENT 6
AUTHORIZATION OF TRANSFER

**AUTHORIZATION OF TRANSFER AND
ASSIGNMENT OF RETAIL LIQUOR LICENSE**

Gulch Street Properties, LLC (License #957)

This statement shall serve as authorization for the transfer of the City of Cody, Wyoming Retail Liquor License No. 957 currently held by **GULCH STREET PROPERTIES, LLC**, a Wyoming limited liability company, with an address of 1134 13th Street, Cody, WY 82414, to **WAL-MART STORES, INC.**, a Delaware Corporation, with an address of 702 SW 8th Street, Bentonville, AR 72716-0500.

For good and valuable consideration, the undersigned hereby assigns all right, title and interest it may have in and to the City of Cody, Wyoming, Retail Liquor License No. 957 to Wal-Mart Stores, Inc. pursuant to the Liquor License Purchase Agreement entered into by the above-named parties.

SELLER:

Gulch Street Properties, LLC
A Wyoming limited liability company

Signature: *Betty Cowan*

Printed Name: Betty Cowan

Title: Member

Date: July 29, 2014

STATE OF WYOMING)

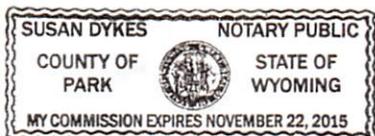
COUNTY OF PARK)

Sworn to and subscribed before me this 29th day of July, 2014 by Betty Cowan, as the authorized Member of Gulch Street Properties, LLC.

SEAL

Susan Dykes
Notary Public

My commission expires: November 22, 2015



ATTACHMENT 7
JOHN DICKSON – BACKGROUND INFORMATION DISCLOSURE

Liquor License Application Addendum
Background Information Disclosure

Please disclose all convictions, guilty pleas and no contest pleas to any and all felonies and alcohol related offense in the past ten years. "Alcohol related offense" includes, but is not limited to the following:

- Driving While Under the Influence of Alcohol (DWUI/ DUI), and related offenses (Operating a vehicle while impaired; being in physical control of a vehicle while impaired or under the influence of alcohol, etc);
- Public Intoxication;
- Selling / Distributing / Furnishing alcohol to underage individuals;
- violations of any laws, regulations or ordinances pertaining to the sale, distribution or furnishing of alcohol.

The following individuals are required to complete this disclosure. If the applicant is a/an:

Individual: each individual on the application

Partnership: each partner

Privately held corporation: each officer, director and stockholder holding either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation

Limited liability company: each officer, manager and member holding, either jointly or severally, ten percent (10%) or more of the outstanding ownership of the limited liability company

Publicly traded corporation: the on-site manager or managers. If the application is approved, each time a new manager is hired, that manager shall provide the criminal history information to the City within forty-five (45) days of hire

Non-profit organization: the organization shall be exempt from a criminal history background check. A non-profit organization shall provide documentation of its non-profit status to the City in lieu of providing the criminal history information.

Liquor License Applicant Name: WALMART Store Inc Cody WY

Individual Name: John Dickson

Date: July 19, 2011

<u>Date</u>	<u>Offense</u>
<u>N/A</u>	<u>N/A</u>
_____	_____
_____	_____
_____	_____

Signature: 

**ATTACHMENT 8
BUSINESS PLAN**

Wyoming Business Plan

1. Executive Summary

- a. Saving people money so they can live better.
- b. Wal-Mart Stores, Inc. was founded in 1962 and incorporated in Delaware on 10/31/1969.
- c. Sam Walton was the founder and CEO of Wal-mart until his retirement in 1988. Sam remained as Chairman of the Board until his death in 1992. The Walton family presently retains key positions on the Board.
- d. Wal-Mart's global employees are estimated at 2,100,000. Store #1778 in Cody averages between 335 and 340 employees currently and will expand to approximately 370 employees this summer. With the addition of Liquor we anticipate 6-10 additional permanent jobs. The average pay for our full-time hourly associates in Wyoming is \$13.82 per hour and all of our employees are eligible for health benefits at six months for full time associates and at one year for our part time associates.
- e. Wal-Mart Store #1778 is a 186,000 square foot retail store located at 321 Yellowstone Ave in Cody, Wyoming.
- f. If granted the liquor license, Wal-Mart store 1778 will focus and pursue relationships with local suppliers to enhance local business opportunities. This store offers a one stop shopping experience in our Supercenter format to the customers in Cody, WY and the entire Big Horn Basin which brings additional consumer traffic to Cody. It provides a full line grocery, automotive center, pharmacy, apparel, and various general merchandise categories. In today's economic times, customers look for a single stop to get all of their grocery and general merchandise needs at a great price value.
- g. Wal-Mart #1778 currently uses Wells Fargo Bank. Wal-Mart Stores, Inc. is publicly traded on the New York Stock Exchange with 11 billion shares authorized and approximately 4,614,000,000 shares issued as of January 31st, 2012. No individual owns more than 1% stock.

2. Market Analysis

- a. The industry that Wal-Mart #1778 is involved in is primarily retail with a projected industry growth of around 3%.
- b. Wal-Mart #1778's target market are families that fall across a variety of socioeconomic ranges, but our average consumer are individuals that fall in the middle to low range of income. The 2000 Federal Census placed the median household income at \$34,450.00 per year which falls within the wide-range of Wal-Mart's core customer base.
- c. With regard to liquor sales, Wal-Mart's objective is to provide an additional one-stop shopping experience through convenience for adult beverages. The lack of a drive up window and restricted space required for back stock will create more

stringent competition from the local liquor stores. Wal-Mart's biggest competition comes in the form of other large retailers such as Kmart and Target. In addition we compete against local and regional grocery operators and national grocery chains such as Safeway, Kroger, & HEB. Our business leverages our ability to obtain items at a low cost everyday which in turns allows us to pass these savings on to our customers. One of our biggest barriers is competition from other retailers in a constantly-changing economy and acceptance by the communities that we are a part of.

d. Our business does not currently operate under any regulatory restrictions.

3. Company Description

a. Wal-Mart's business model is to maintain everyday low -cost of operation so that we can provide everyday low prices to our customers. This strategy benefits our customers by ensuring that their dollar will go farther at Wal-Mart than it will at any other retailer. Creating trust for our customers that they can come to Wal-Mart for those low prices. This strategy helps Wal-Mart by ensuring that we obtain a respectable market share of business by consistently offering the best deals to our customers.

b. Wal-Mart Store #1778 is currently managed by John Dickson, a community resident. He is assisted by Keith Conrad, Tim Starr, Carl Schultz and eight additional managers.

c. Wal-Mart has national and local marketing strategies that use TV, radio, print, internet advertising and social network advertising such as Face book or Twitter across the entire United States. Locally store 1778 is an established business and has been a great member of the community since 1992. Marketing of beer, wine, and spirits would be done through in-store communication (signage) to communicate the additional product offering to our customers.

d. Annual Report for the Company is attached.

MEETING DATE:	SEPTEMBER 16, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Consider a resolution to authorize hunting on three parcels within the city limits, owned by Yvonne Nielson and Glenn and Erica Nielson. **Resolution 2014-05**

ACTION:

Approve Resolution 2014-05 to authorize hunting (by discharge of firearms) on three parcels, consisting of 372 acres within the city limits. The parcels are owned by Yvonne Nielson and Glenn and Erica Nielson.

BACKGROUND:

Glenn and Erica Nielson and D. Yvonne Nielson have requested that the City formally authorize hunting activities on their properties at 101 Skyline Drive, 335 Skyline Drive, and an adjacent non-addressed parcel. A map of the area is attached.

Since before 1960, the discharge of firearms within the City limits has been limited. The property was annexed into the City of Cody in 1982. In 1986, the City of Cody adopted what is now City of Code Section 5-4-5: LEGAL HUNTING ON ANNEXED LANDS, which reads:

In the event the city elects to annex land, which immediately prior to said annexation was property on which legal hunting occurred, the city by resolution may designate the property specified area where legal hunting may continue.

Staff has prepared the attached resolution that would authorize hunting on the requested lands. Hunting by state definition includes not only hunting game, but also predator control, as permitted by Wyoming law (skunks, raccoons, coyotes, jackrabbits). The unique size and topography of the property lends itself to hunting opportunities that can be conducted safely and without impact to surrounding lands.

FISCAL IMPACT

No direct fiscal impacts to the City Budget are expected.

ALTERNATIVES

Approve, amend, or deny the resolution.

RECOMMENDATION

Approve the resolution as requested.

ATTACHMENTS

Resolution 2014-05.

AGENDA & SUMMARY REPORT TO:

Glenn Nielson

AGENDA ITEM NO. _____

RESOLUTION 2014-08
A RESOLUTION AUTHORIZING THE USE OF FIREARMS
FOR HUNTING WITHIN A DESIGNATED AREA OF THE CORPORATE
LIMITS OF THE CITY OF CODY

WITNESSETH

WHEREAS the Governing Body of the City of Cody previously adopted Ordinance 2006-05, which states, “In the event the city elects to annex land, which immediately prior to said annexation was property on which legal hunting occurred, the city by resolution may designate the property specified area where legal hunting may continue”; and

WHEREAS Yvonne Nielson, and Glenn A. and Erica Nielson (Nielson family) have requested that approximately 372 acres in their ownership, described and depicted in attached Exhibits A and B, which lands were annexed to the City of Cody corporate limits in 1982, be authorized for legal hunting activities; and

WHEREAS the City of Cody and the Nielson family recognize that the Nielsons have historically used their land described herein for legal hunting immediately prior to the annexation of these lands; and

WHEREAS the Nielson family desires that hunting be allowed to continue on their lands described herein, subject to applicable Wyoming State laws, rules and regulations;

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

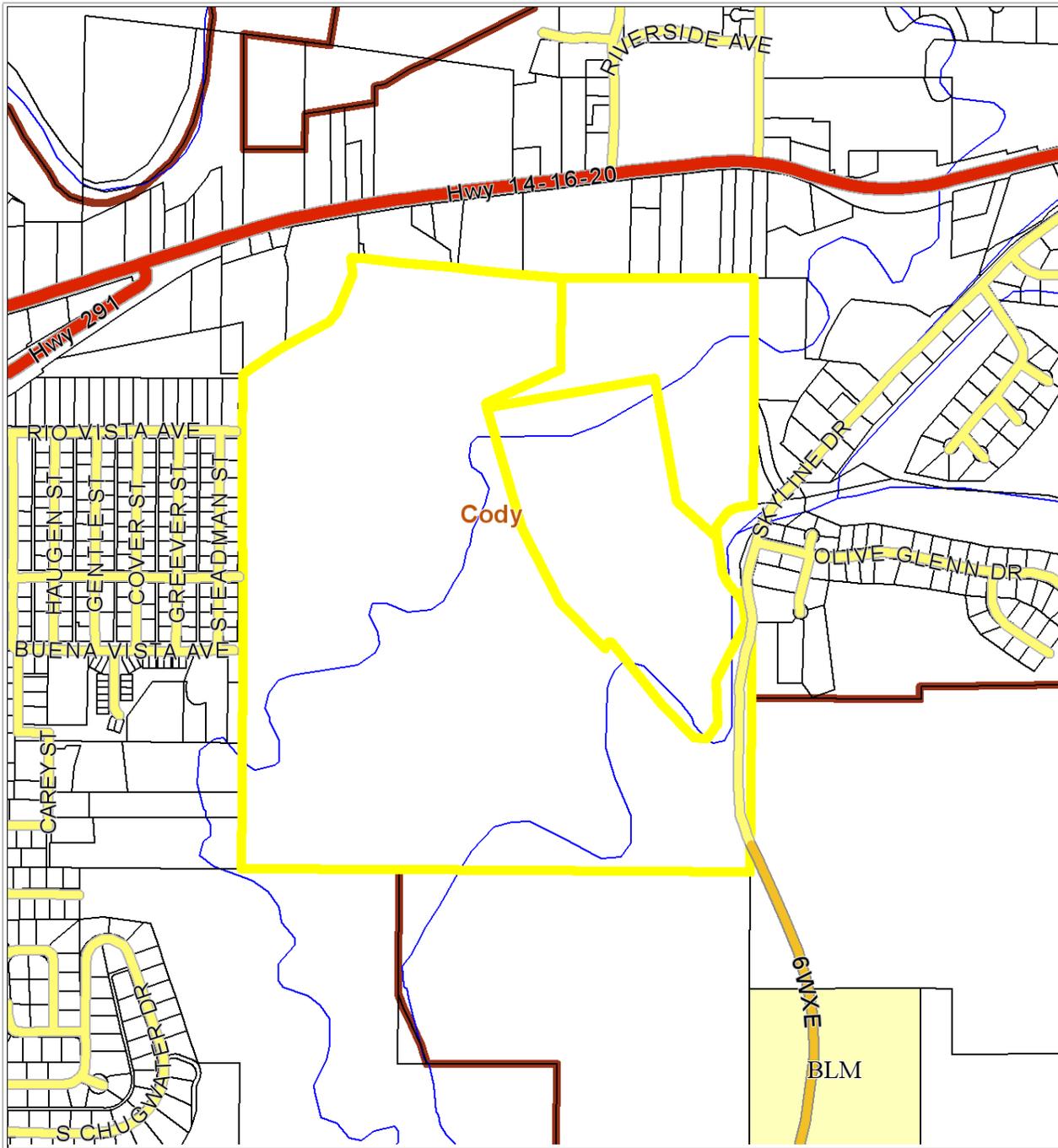
1. The City of Cody Governing Body hereby authorizes the use of firearms for the purpose of legal hunting, including predator control, on the lands described in Exhibits A and B.
2. Firearms to be allowed in the above areas shall be rifles (including but not limited to center fire rifles, rim fire rifles, muzzle loaders and black powder rifles), shotguns, pistols, and bows (including cross-bows);
3. All state laws, rules and regulations applicable to hunting shall remain in full force and effect for the above described areas and shall be enforceable by authorized law enforcement agencies, including but not limited to the Wyoming Game & Fish Department and the City of Cody Police Department;

PASSED, APPROVED AND ADOPTED this 16th day of September, 2014.

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Officer



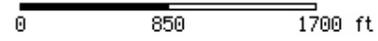
Park County Wyoming MapServer

EXHIBIT A
Subject Property Map
Resolution 2014-08

-  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



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



9/11/2014

Exhibit B

3 Parcel(s)

[Zoom to parcel\(s\)](#)

- Pidn: 05520206842306
- Account: R0009834 [Property Detail](#)
- Account: R0009834 [Property Taxes](#)
- Owner: NIELSON, GLENN ARDEN
- Mail Addr: 101 SKYLINE DRIVE
- Mail Addr: CODY, WY 82414
- St Addr:
- Deed Book & Page: 2009 WDNS 9214
- Deed Date: November 11, 2009
- Location: 36.4 AC. DES. AS: A TR. OF LAND IN THE SW/4NW/4 & NW/4SW/4 O F SEC. 1 O.S. & SE/4NE/4 SEC. 2 O.S. (NOW PT.OF LOTS 68 & 69 R.S.) T52 R102
- Type: Agricultural
- Area: 36.00 acres, 1,568,160 square feet

- Pidn: 05520206940000
- Account: R0035551 [Property Detail](#)
- Account: R0035551 [Property Taxes](#)
- Owner: NIELSON, YVONNE
- Mail Addr: 101 SKYLINE DRIVE
- Mail Addr: CODY, WY 82414
- St Addr: 101 SKYLINE DR
- Deed Book & Page: 2013 AFF 6521
- Deed Date: September 20, 2013
- Location: 228.76 AC. DES. AS: PT. OF TRACTS 68 & 69 DES. BY M/B & THE E/2 OF TRACT 77 (EX. 2.72 AC. -MF1-572 & MF8-930) (EX. 50.94 AC. & 1.09 AC. DOC. 2013-7090) SEC.S 1 & 2 O.S. T52 R102
- Type: Agricultural
- Area: 229.00 acres, 9,975,240 square feet

- Pidn: 05520206800035
- Account: R0035552 [Property Detail](#)
- Account: R0035552 [Property Taxes](#)
- Owner: NIELSON, GLENN ARDEN & ERICA ASHLEY
- Mail Addr: 101 SKYLINE DRIVE
- Mail Addr: CODY, WY 82414
- St Addr:
- Deed Book & Page: 2013 WD 7090
- Deed Date: October 18, 2013
- Location: 52.03 AC. DES. AS: BEG. N.30*07' W. 1242' FROM COR. NO. 6 OF LOT 68 TO A PT. ON THE C/L OF THE CODY CANAL THENCE N.30*54' W. 475.2', N.41*35' W. 116.08', S.84*44'10"W. 24.01', S.59*47'00"W. 26.19', S.14*23'30"W. 103.44', THENCE LEAVING THE CANAL N.44*13'20"W. 442.06', N.27*15' W. 562.9', N.16*22' W. 867', N.80*34'E. 1149.9', S.10*56'E. 854.9', S.47*16'E. 368.02' TO THE C/L OF CANAL, S.10*09'20"E. 241.45', S.27*31'00"E. 61.98', S.36*53'20"E. 166.70', S.19*52'20"E. 50.01', S.7*35'E. 103.95', S.27*25' W. 433', S.2*33'E. 297.1', S.33*49' W.127.2', N.84*26' W. 88.5', N.44*21' W. 314.6' TO POB SECS. 1 & 2 O.S. T52 R102 (DESC. FOR ASSESSMENT PURPOSES ONLY)
- Type: Agricultural
- Area: 52.00 acres, 2,265,120 square feet

ORDINANCE 2014-14

AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE 14TH STREET RIGHT OF WAY ADJACENT TO 622 14TH STREET AND 1401 WYOMING AVENUE (LOT 8, BLOCK 2, 2ND 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 14th Street (the north ½ of Lot 8, Block 2, 2nd Addition), and Arthur and Rita Lovell, owners of 1401 Wyoming Avenue (the south ½ of Lot 8, Block 2, 2nd Addition), have submitted an application to vacate a 4-foot wide portion of the 14th 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 14th Street right-of-way adjacent to Lot 8, Block 2, of the Plat of 2nd 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 14th 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 14th Street right-of-way within the Plat of 2nd 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 2nd 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 14th Street right-of-way within the Plat of 2nd 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 September 2, 2014

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 29th 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 29th 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 September 2, 2014

PASSED, ADOPTED AND APPROVED ON
THIRD AND FINAL READING _____

Nancy Tia Brown, Mayor

ATTEST:

Cindy Baker, Administrative Services Director