

City of Cody City Council

AGENDA

EXECUTIVE SESSION –6:15 p.m. – To consider or receive information classified as confidential by law - pursuant to Wyoming State Statute 16-4-405(a)(ix)

Tuesday, October 7, 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

Raw Water System Shut Off - 10/6 open valves

Employee Introductions:

Public Works – Joe Hughes, Joe Nicola, Sean Collier & Lynn Stutzman

Parks, Public Facilities and Recreation – Amanda Jarrett, Mike Fink and Mike Creech

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 09/16/14.
 - b. Approve Vouchers and Payroll in the amount of \$907,324.49.
 - c. Approve the street closure of Sheridan Avenue between 11th and 14th Streets from 3:30pm to 6:30pm on Friday, October 31st, 2014 during the Downtown Halloween Festival and sponsor cost in the amount of \$1,973 from the council contingency fund, require insurance for the event and complete the WYDOT application.
 - d. Approve the request from the Cody’s Lion’s Club to use the Bob Moore Parking Lot beginning Friday, November 21st through Sunday, November 23rd for the Cody Lion’s “Turkey Day” Event, allow permission to discharge firearms within the City limits on the 22nd with the conditions outlined by staff.
2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.
3. Public Hearing
4. Conduct of Business
 - a. Consider approval of Change Order #1(increase number of days), Change Order #2 from Harris Trucking in the amount \$1,907.86, accept the reconciliation for the project which results in a reduction of the project cost by \$12,353.00, authorize the Mayor to sign Pay Estimate #4 and authorize final payment in the amount of \$66, 334.17 for Bid No. 2014-01, 16th Street and Stampede Storm Drainage and Treated Water Extension Project.

Staff Reference: Steve Payne, Public Works Director

- b. Consider authorizing Wyoming Firearms Experience, LLC to operate an indoor shooting range at 140 West Yellowstone Avenue.
Staff Reference: Todd Stowell, City Planner
- c. Consider authorizing the Mayor to sign the Repurchase/Buyback Agreement with Honnen Equipment with terms and conditions associated with the two year repurchase/buyback of the John Deere 524K.
Staff Reference: Steve Payne, Public Works Director

5. Tabled Items

- a. 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

6. Matters from Staff Members or Council Members

City of Cody
Council Proceedings
Tuesday, September 16, 2014

At 5:45 p.m. Council Member Miller made a motion seconded by Council Member Edwards to enter in an Executive Session to consider or receive information classified as confidential by law and to discuss potential litigation pursuant Wyoming State Statue 16-4-405. At 6:45 p.m. Council Member Miller made a motion seconded by Council Member Edwards to exit the Executive Session. No Action was taken.

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, September 16, 2014 at 7:00 p.m.

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

Absent: None.

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

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

Mayor Brown read a proclamation declaring September 17-23, 2014 as Constitution Week.

Council Member Miller made a motion seconded by Council Member Fritz to approve the consent calendar as amended, removing item c to Conduct of Business as item g., including approval of the Regular Meeting Minutes from 09/2/14; approve Vouchers and Payroll in the amount of \$1,996,823.17; authorize the payment in the amount of \$2,775 to Mark Musser for an electrical easement; award Bid 2014-10 to Jerry's Electric for surplus transformers for a price of \$7,730.00. Vote was unanimous.

At 7:12 p.m. the Mayor entered into 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. Cindy Baker, Administrative Services Officer provided background information as it relates to this request. Brenna Place, Soaring Peak Enterprises thanked staff for their assistance in this process. After calling for public comment three times and there being none this public hearing was closed at 7:18 p.m. and the Mayor entered into the second 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. Cindy Baker, Administrative Services Officer provided the Governing Body with background information, as well as, entering 10 written coorespondence into the record, five opposed, five in favor of the request. Scott Kolpitcke, City Attorney provided the criteria from State Statue 12-4-104 in which the Governing Body will utilize in denying or approving the request. Dale Cowan, Gulch Street Properties spoke in favor of the transfer. Ed Webster, Attorney for Gulch Street Properties, reviewed the State Statue, as well as, being in favor of this transfer. John Dickson, Walmart and Steve Simonton, Attorney for Walmart provided background information as it relates to the request. Speaking in opposition where Maria Stevens (CHS – Youth for Justice), Quinton McCoes (CHS), Jessica Dollard (CHS-CAN), Colin Simpson Attorney for Brad Hall Fuel aka Good to Go Stores), Shawn Boyles, Attorney for Brad Hall Fuel, John Darby, Irma; Don Sherman, WalMart employee in favor of this request. After calling for public comment three times and there being none the public hearing was closed at 9:45 p.m.

Council Member Miller made a motion seconded by Council Member Fritz to approve 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 \$766.52 to be funded out of the Lodging Tax fund. Also to approve the street closure of Beck Avenue between 8th and 9th Street during the hours of 5:00 p.m. and 8:00 p.m. on October 3rd (homecoming) and October 17th (senior nights) for tailgating parties and other football related activities and events with the condition of a win. Vote was unanimous.

Council Member Edwards made a motion seconded by Council Member Wolz to approve 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. Vote was unanimous.

Council Member made a Miller motion seconded by Council Member Fritz to table the request to approve 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. Voting in favor were Council Members Greer, Anderson, Miller, Fritz and Mayor Brown. Voting opposed were Council Members Edwards and Wolz. Motion carried.

Council Member Edwards excused himself from the rest of the meeting and a five minute break was taken.

RESOLUTION 2014-08

A RESOLUTION AUTHORIZING THE USE OF FIREARMS FOR HUNTING WITHIN A DESIGNATED AREA OF THE COPRORATE LIMITS OF THE CITY OF CODY. Council Member Wolz made a motion seconded by Council Member Greer to approve Resolution 2014-08. Vote was unanimous.

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). Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2014-14 on Third and Final Reading. Vote was unanimous.

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). Council Member Greer made a motion seconded by Council Member Fritz to approve Ordinance 2014-15 on Third and Final Reading. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Greer to approve the request from Central Wyoming Neurosurgery to terminate their lease of Suite A in the Nichol Mall effective November 1, 2014 instead of December 31, 2014. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 10:23 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							
	09302014	PREMIUM	09/29/2014	400.00	400.00	09/29/2014	
Total 125412:				400.00	400.00		
ACE HARDWARE							
2390							
	287878	SHOP SUPPLIES - NUTS & BOL	08/11/2014	1.98	1.98	10/08/2014	
	287879	CREDIT - SHOP SUPPLIES	08/11/2014	1.98-	1.98-	10/08/2014	
	289847	RAW WATER REPAIRS	09/08/2014	.59	.59	10/08/2014	
	289872	SUPPLIES	09/09/2014	3.99	3.99	10/08/2014	
	289984	FILTERS	09/10/2014	2.99	2.99	10/08/2014	
	289984	SAFETY GLOVES	09/10/2014	19.99	19.99	10/08/2014	
	290045	BUNGEE CORD	09/11/2014	2.99	2.99	10/08/2014	
	290158	BRINE HOSE	09/12/2014	41.47	41.47	10/08/2014	
	290159	BRINE HOSE	09/12/2014	2.49	2.49	10/08/2014	
	290284	BATTERIES / HOOKS	09/15/2014	19.85	19.85	10/08/2014	
	290339	BATTERIES	09/15/2014	13.99	13.99	10/08/2014	
	290430	SKYLINE SUB PROJECT	09/16/2014	9.67	9.67	10/08/2014	
	290440	SKYLINE SUB PROJECT	09/16/2014	.59	.59	10/08/2014	
	290482	TRASH CANS - MAIN ST	09/17/2014	53.98	53.98	10/08/2014	
	290645	SKYLINE SUB PROJECT	09/19/2014	3.38	3.38	10/08/2014	
Total 2390:				175.97	175.97		
ADVANCED INFO SYSTEMS							
129162							
	11737	CYCLE 1 OUTSOURCE BILLS	09/16/2014	394.87	394.87	10/08/2014	
	11744	CYCLE 2 OUTSOURCE BILLS	09/23/2014	178.43	178.43	10/08/2014	
Total 129162:				573.30	573.30		
ALCOPRO							
435							
	0178917-IN	PATROL - ALCO SENSORS (10)	09/02/2014	5,006.43	5,006.43	10/08/2014	
Total 435:				5,006.43	5,006.43		
ALSCO							
126551							
	1052317	TOWELS - REC CENTER	09/08/2014	35.00	35.00	10/08/2014	
	1054162	TOWELS & RUGS - REC CENTE	09/15/2014	67.65	67.65	10/08/2014	
	1055367	TOWELS - REC CENTER	09/22/2014	35.00	35.00	10/08/2014	
Total 126551:				137.65	137.65		
AMERICAN FAMILY LIFE ASSUR							
550							
	639225	AFLAC PREMIUM	09/29/2014	2,233.13	2,233.13	09/29/2014	
Total 550:				2,233.13	2,233.13		
AMERICAN PUBLIC POWER ASSOCIATION							
610							
	25294	APPA WEBINAR	06/11/2014	99.00	99.00	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 610:				99.00	99.00		
AMERICAN WELDING & GAS, INC.							
128592							
	02908078	WELDING GAS	09/16/2014	39.73	39.73	10/08/2014	
	02908079	GRINDING DISCS	09/16/2014	20.50	20.50	10/08/2014	
	02916510	SAFETY GLOVES	09/25/2014	87.20	87.20	10/08/2014	
Total 128592:				147.43	147.43		
ASPEN MEADOWS, LLC							
130174							
	091914	EASEMENT	09/19/2014	2,775.00	2,775.00	10/08/2014	
Total 130174:				2,775.00	2,775.00		
ATCO INTERNATIONAL							
127716							
	IO413773	WIPES & LUBRICANT	09/03/2014	160.00	160.00	10/08/2014	
	IO413773	WIPES & LUBRICANT	09/03/2014	286.00	286.00	10/08/2014	
Total 127716:				446.00	446.00		
BEAR CO, INC							
1010							
	181834	PARKS TIRE TUBES	08/13/2014	22.00	22.00	10/08/2014	
	181900	TIRE - I05	08/15/2014	109.00	109.00	10/08/2014	
	182086	TIRES - K29	08/25/2014	596.00	596.00	10/08/2014	
Total 1010:				727.00	727.00		
BIG HORN CINEMAS, INC							
1125							
	091514	FRIDAY AT THE MOVIES	09/15/2014	3,880.00	3,880.00	10/08/2014	
Total 1125:				3,880.00	3,880.00		
BIG HORN PAINT							
1180							
	0062461	PAINTING TIPS	07/14/2014	256.95	256.95	10/08/2014	
Total 1180:				256.95	256.95		
BIG HORN RADIO NETWORK							
127743							
	08/28/14 - REC	ADVERTISING - REC	08/28/2014	405.00	405.00	10/08/2014	
	STMT 08/28/14	ADVERTISING	08/28/2014	184.00	184.00	10/08/2014	
	STMT 08/28/14	ADVERTISING	08/28/2014	346.80	346.80	10/08/2014	
	STMT 08/28/14	ADVERTISING	08/28/2014	20.00	20.00	10/08/2014	
Total 127743:				955.80	955.80		
BIG HORN REDI-MIX, INC							
1190							
	366948	SKYLINE SUB PROJECT	09/12/2014	77.50	77.50	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 1190:				77.50	77.50		
BIG HORN ROOFING, INC							
1200							
	14564	ROOF REPAIRS - CODY AUDIT	09/04/2014	110.02	110.02	10/08/2014	
Total 1200:				110.02	110.02		
BIG HORN WHOLESALE							
1210							
	13749	CLEANING SUPPLIES	09/05/2014	431.60	431.60	10/08/2014	
Total 1210:				431.60	431.60		
BILLINGS POLICE DEPARTMENT							
129010							
	090414	WAGE REIMBURSEMENT FOR	09/04/2014	20,872.59	20,872.59	09/23/2014	
	090414	EXPENSE REIMBURSEMENT F	09/04/2014	165.00	165.00	09/23/2014	
Total 129010:				21,037.59	21,037.59		
BLACKBOARD CONNECT, INC							
129539							
	1173468	BLACKBOARD CONNECT MESS	09/29/2014	3,141.53	3,141.53	09/30/2014	
	1173468	BLACKBOARD CONNECT MESS	09/29/2014	3,141.53	3,141.53	09/30/2014	
	1173468	BLACKBOARD CONNECT MESS	09/29/2014	3,141.53	3,141.53	09/30/2014	
	1173468	BLACKBOARD CONNECT MESS	09/29/2014	3,141.52	3,141.52	09/30/2014	
Total 129539:				12,566.11	12,566.11		
BLANKENSHIP QUALITY CONCRETE							
1320							
	665	CONCRETE ON WYOMING AVE	08/18/2014	24,676.76	24,676.76	10/08/2014	
Total 1320:				24,676.76	24,676.76		
BLOEDORN LUMBER							
1590							
	1902615	SUPPLIES	09/09/2014	19.96	19.96	10/08/2014	
	1913408	SUPPLIES	09/15/2014	19.96	19.96	10/08/2014	
	1920481	MAGNETIC NUTSETTER	09/18/2014	7.98	7.98	10/08/2014	
Total 1590:				47.90	47.90		
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
	091514	INSURANCE PREMIUMS	09/15/2014	111,885.51	111,885.51	10/08/2014	
	091514	INSURANCE PREMIUMS	09/15/2014	3,656.63	3,656.63	10/08/2014	
Total 1360:				115,542.14	115,542.14		
BOBCAT OF BIG HORN BASIN, INC.							
128623							
	9967	BROOMS - BOBCAT	09/11/2014	592.08	592.08	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128623:				592.08	592.08		
BORDER STATES INDUSTRIES, INC							
1420							
	908033285	Conduit, 3" PVC - 10ft section	09/12/2014	2,499.20	2,499.20	10/08/2014	
	908033286	Meter F2S 1ph 240v C320 W De	09/12/2014	383.20	383.20	10/08/2014	
	908033286	Meter F2S 1ph 240v meter C320	09/12/2014	583.12	583.12	10/08/2014	
	908033287	F6/9/36S 3ph 4w c20 120-480v d	09/12/2014	1,119.63	1,119.63	10/08/2014	
	908041593	F14/15/16S 3ph 4w c200 120-480	09/15/2014	1,492.80	1,492.80	10/08/2014	
	908041593	FREIGHT	09/15/2014	13.82	13.82	10/08/2014	
	908075165	Meter F2S 1ph 240v meter C200	09/19/2014	5,062.40	5,062.40	10/08/2014	MTR2SITR
	908075165	F12S 3ph 3w c200 120-240v dmd	09/19/2014	766.38	766.38	10/08/2014	MTR12SELEC
Total 1420:				11,920.55	11,920.55		
BRINGKERHOFF, AUTUMN							
130160							
	349263	REC CENTER REFUND	09/10/2014	75.00	75.00	10/08/2014	
Total 130160:				75.00	75.00		
BROWNING, ZACH							
130171							
	10110020	REFUND UTILITY DEPOSIT	09/19/2014	98.41	98.41	10/08/2014	
Total 130171:				98.41	98.41		
C & D RENTALS							
129850							
	4226034	REFUND UTILITY DEPOSIT	09/12/2014	126.75	126.75	10/08/2014	
Total 129850:				126.75	126.75		
CARL BROWN CONSULTING, LLC							
130161							
	100.323.14	COST OF SERVICE STUDY	07/14/2014	17,015.45	17,015.45	10/08/2014	
Total 130161:				17,015.45	17,015.45		
CAT'S WEST UPHOLSTERY							
2050							
	849586	PAD FOR EXCERCISE EQUIPM	09/11/2014	30.00	30.00	10/08/2014	
Total 2050:				30.00	30.00		
CDW GOVERNMENT, INC.							
124671							
	PD04681	FIREWALL	09/01/2014	1,856.10	1,856.10	10/08/2014	
Total 124671:				1,856.10	1,856.10		
CELLEBRITE USA, CORP.							
128777							
	146402	ANNUAL SOFTWARE SUPPORT	09/12/2014	1,099.00	1,099.00	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 128777:				1,099.00	1,099.00		
CHADWICK VETERINARY HOSPITAL							
2130							
	STMT 9/19/14	EUTHANASIA CAS 14-855 & 14-	09/19/2014	165.00	165.00	10/08/2014	
Total 2130:				165.00	165.00		
CITY OF CODY							
2260							
	092314	Utilities	09/23/2014	1,853.36	1,853.36	10/08/2014	
	092314	Utilities	09/23/2014	48.77	48.77	10/08/2014	
	092314	Utilities	09/23/2014	695.03	695.03	10/08/2014	
	092314	Utilities	09/23/2014	140.59	140.59	10/08/2014	
	092314	Utilities	09/23/2014	297.54	297.54	10/08/2014	
	092314	Utilities	09/23/2014	108.67	108.67	10/08/2014	
	092314	Utilities	09/23/2014	260.59	260.59	10/08/2014	
	092314	Utilities	09/23/2014	338.43	338.43	10/08/2014	
	092314	Utilities	09/23/2014	184.68	184.68	10/08/2014	
	092314	Utilities	09/23/2014	653.57	653.57	10/08/2014	
	092314	Utilities	09/23/2014	126.33	126.33	10/08/2014	
	092314	Utilities	09/23/2014	184.21	184.21	10/08/2014	
	092314	Utilities	09/23/2014	3,226.87	3,226.87	10/08/2014	
	092314	Utilities	09/23/2014	365.51	365.51	10/08/2014	
	092314	Utilities	09/23/2014	47.03	47.03	10/08/2014	
	092314	Utilities	09/23/2014	297.68	297.68	10/08/2014	
	092314	Utilities	09/23/2014	301.40	301.40	10/08/2014	
	092314	Utilities	09/23/2014	110.10	110.10	10/08/2014	
	092314	Utilities	09/23/2014	365.03	365.03	10/08/2014	
	092314	Utilities	09/23/2014	231.78	231.78	10/08/2014	
	092314	Utilities	09/23/2014	42.00	42.00	10/08/2014	
	092314	Utilities	09/23/2014	42.00	42.00	10/08/2014	
	092314	Utilities	09/23/2014	50.90	50.90	10/08/2014	
	092314	Utilities	09/23/2014	577.72	577.72	10/08/2014	
	092314	Utilities	09/23/2014	125.43	125.43	10/08/2014	
	092314	Utilities	09/23/2014	985.26	985.26	10/08/2014	
	092314	Utilities	09/23/2014	23.00	23.00	10/08/2014	
	092314	Utilities	09/23/2014	154.76	154.76	10/08/2014	
	092314	Utilities	09/23/2014	161.08	161.08	10/08/2014	
	092314	Utilities	09/23/2014	47.21	47.21	10/08/2014	
	092314	Utilities	09/23/2014	80.22	80.22	10/08/2014	
	092314	Utilities	09/23/2014	266.66	266.66	10/08/2014	
	092314	Utilities	09/23/2014	715.76	715.76	10/08/2014	
	092314	Utilities	09/23/2014	134.89	134.89	10/08/2014	
	092314	Utilities	09/23/2014	799.98	799.98	10/08/2014	
	092314	Utilities	09/23/2014	72.63	72.63	10/08/2014	
	092314	Utilities	09/23/2014	47.03	47.03	10/08/2014	
	092314	Utilities	09/23/2014	107.40	107.40	10/08/2014	
	092314	Utilities	09/23/2014	2,868.21	2,868.21	10/08/2014	
	092314	Utilities	09/23/2014	8,604.66	8,604.66	10/08/2014	
	092314	Utilities	09/23/2014	1,130.80	1,130.80	10/08/2014	
	092314	Utilities	09/23/2014	291.27	291.27	10/08/2014	
	092314	Utilities	09/23/2014	171.33	171.33	10/08/2014	
	092314	Utilities	09/23/2014	119.93	119.93	10/08/2014	
	092314	Utilities	09/23/2014	46.75	46.75	10/08/2014	
	092314	Utilities	09/23/2014	483.49	483.49	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
	092314	Utilities	09/23/2014	188.28	188.28	10/08/2014	
	092314	Utilities	09/23/2014	48.04	48.04	10/08/2014	
	092314	Utilities	09/23/2014	48.77	48.77	10/08/2014	
	092314	Utilities	09/23/2014	47.30	47.30	10/08/2014	
	092314	Utilities	09/23/2014	5,547.27	5,547.27	10/08/2014	
	092314	Utilities	09/23/2014	1,920.48	1,920.48	10/08/2014	
	092314	Utilities	09/23/2014	104.34	104.34	10/08/2014	
	092314	Utilities	09/23/2014	300.04	300.04	10/08/2014	
	092314	Utilities	09/23/2014	653.20	653.20	10/08/2014	
	092314	Utilities	09/23/2014	43.50	43.50	10/08/2014	
	092314	Utilities	09/23/2014	86.22	86.22	10/08/2014	
	092314	Utilities	09/23/2014	276.46	276.46	10/08/2014	
	092314	Utilities	09/23/2014	174.55	174.55	10/08/2014	
	092314	Utilities	09/23/2014	5,601.15	5,601.15	10/08/2014	
	092314	Utilities	09/23/2014	198.81	198.81	10/08/2014	
	092314	Utilities	09/23/2014	12,088.89	12,088.89	10/08/2014	
	092314	Utilities	09/23/2014	1,999.37	1,999.37	10/08/2014	
	092314	Utilities	09/23/2014	404.58	404.58	10/08/2014	
	092314	Utilities	09/23/2014	46.75	46.75	10/08/2014	
	092314	Utilities	09/23/2014	63.03	63.03	10/08/2014	
	092314	Utilities	09/23/2014	4,371.56	4,371.56	10/08/2014	
Total 2260:				62,200.13	62,200.13		
CITY OF CODY							
127401							
	091014	PETTY CASH REIMBURSEMEN	09/10/2014	16.32	16.32	10/08/2014	
	091014	PETTY CASH REIMBURSEMEN	09/10/2014	15.98	15.98	10/08/2014	
	091014	PETTY CASH REIMBURSEMEN	09/10/2014	11.96	11.96	10/08/2014	
Total 127401:				44.26	44.26		
CODY ENTERPRISE							
2590							
	08/31/14	ADVERTISING - REC CENTER	08/31/2014	310.00	310.00	10/08/2014	
	08/31/14	ADVERTISING	08/31/2014	4,000.24	4,000.24	10/08/2014	
	08/31/14	ADVERTISING - CONCERTS IN	08/31/2014	183.00	183.00	10/08/2014	
	08/31/14	ADVERTISING	08/31/2014	69.00	69.00	10/08/2014	
Total 2590:				4,562.24	4,562.24		
CODY RECREATION FOUNDATION							
9150							
	349704	REC CENTER REFUND	09/18/2014	116.00	116.00	10/08/2014	
Total 9150:				116.00	116.00		
CODY WINNELSON COMPANY							
2850							
	138360-00	SKYLINE SUB DIV	09/05/2014	28.92	28.92	10/08/2014	
Total 2850:				28.92	28.92		
CODY'S TOWN TAXI							
129972							
	092214	TIPSY TAXI VOUCHERS	09/22/2014	98.00	98.00	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129972:				98.00	98.00		
COWAN CONSTRUCTION							
3240							
	CC02	EAST BAY GARAGE DOOR	09/16/2014	1,107.22	1,107.22	10/08/2014	
Total 3240:				1,107.22	1,107.22		
CRISIS INTERVENTION SERVICE							
3290							
	091714	COMMUNITY FUNDING ALLOCA	09/17/2014	825.00	825.00	10/08/2014	
Total 3290:				825.00	825.00		
CRUM ELECTRIC							
3300							
	1570956-00	ST LIGHT REPAIRS	07/09/2014	10.87	10.87	10/08/2014	
	1584124-00	ST LIGHT REPAIRS	09/10/2014	4.08	4.08	10/08/2014	
	1591258-00	TOOLS	09/09/2014	8.11	8.11	10/08/2014	
	1591258-00	METER REPAIRS	09/09/2014	60.27	60.27	10/08/2014	
	1591849-00	CONDUIT, 3" PVC - 3' RADIUS 9	09/10/2014	24.24	24.24	10/08/2014	
	1591894-00	CONDUIT, 3" PVC - 3' RADIUS 9	09/10/2014	24.24	24.24	10/08/2014	
	1592670-00	SUPPLIES	09/12/2014	116.03	116.03	10/08/2014	
	1593154-00	CONDUIT, 3" PVC - 3' RADIUS 9	09/15/2014	121.21	121.21	10/08/2014	
	1593822-00	SKYLINE SUB PROJECT	09/16/2014	42.60	42.60	10/08/2014	
	1593863-00	SKYLINE SUB PROJECT	09/16/2014	5.15	5.15	10/08/2014	
Total 3300:				416.80	416.80		
CUSTOM DELIVERY SERVICE							
3343							
	25114667	SHIPPING	08/31/2014	32.09	32.09	10/08/2014	
	25114667	SHIPPING	08/31/2014	22.77	22.77	10/08/2014	
Total 3343:				54.86	54.86		
DANA KEPNER COMPANY							
3410							
	2219865-00	3/4" DUAL CHECK VALVE	09/16/2014	480.00	480.00	10/08/2014	
	2219865-00	3/4 METER PIGTAILS	09/16/2014	260.00	260.00	10/08/2014	
	2219865-00	LEATHER GASKETS	09/16/2014	295.00	295.00	10/08/2014	
	2219865-00	FREIGHT	09/16/2014	19.47	19.47	10/08/2014	
	2219865-01	Check Valve 3/4" in line	09/22/2014	1,920.00	1,920.00	10/08/2014	1185-W
	2219865-01	Meter Pigtails 3/4"	09/22/2014	260.00	260.00	10/08/2014	1193-W
Total 3410:				3,234.47	3,234.47		
DELL MARKETING							
3520							
	XJJM2JRC9	COMPUTERS (10)	09/12/2014	10,350.01	10,350.01	10/08/2014	
Total 3520:				10,350.01	10,350.01		
DENNY MENHOLT CHEVROLET							
129672							
	13229	ABS VALVE - B32	09/17/2014	621.44	621.44	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 129672:				621.44	621.44		
DEPT OF FAMILY SERVICES							
125899							
	0233-AUG14	BACKGROUND CHECKS - REC	09/23/2014	20.00	20.00	10/08/2014	
Total 125899:				20.00	20.00		
DW ELECTRIC							
129940							
	10458	N LIFT STATION	09/08/2014	90.50	90.50	10/08/2014	
Total 129940:				90.50	90.50		
EAGLE OF CODY PRINTING							
123442							
	91114	INSPECTED / APPROVED LABE	09/11/2014	106.00	106.00	10/08/2014	
Total 123442:				106.00	106.00		
ECOLAB PEST ELIM. DIV.							
128686							
	4658645	PEST CONTROL - EL SHOP	09/08/2014	50.00	50.00	10/08/2014	
	4658646	PEST CONTROL - SANT/RECY	09/08/2014	50.00	50.00	10/08/2014	
	4658647	PEST CONTROL - SANT/RECY	09/08/2014	70.00	70.00	10/08/2014	
Total 128686:				170.00	170.00		
ENERGY LABORATORIES, INC							
4120							
	340951474	DBPR TESTING	09/22/2014	600.00	600.00	10/08/2014	
	340951493	BACT & E-COLI TESTING	09/22/2014	60.00	60.00	10/08/2014	
Total 4120:				660.00	660.00		
ENERGY WEST							
2630							
	090914	UTILITIES	09/09/2014	19.48	19.48	10/08/2014	
	090914	UTILITIES	09/09/2014	104.89	104.89	10/08/2014	
	090914	UTILITIES - SHOP	09/09/2014	26.58	26.58	10/08/2014	
	090914	UTILITIES - SHOP	09/09/2014	6.84	6.84	10/08/2014	
	090914	UTILITIES - SHOP	09/09/2014	4.03	4.03	10/08/2014	
	090914	UTILITIES - SHOP	09/09/2014	2.81	2.81	10/08/2014	
	090914	UTILITIES	09/09/2014	89.31	89.31	10/08/2014	
	090914	UTILITIES	09/09/2014	38.00	38.00	10/08/2014	
	090914	UTILITIES	09/09/2014	18.71	18.71	10/08/2014	
	092614	UTILITIES	09/26/2014	79.22	79.22	09/30/2014	
Total 2630:				389.87	389.87		
ENGINEERING ASSOCIATES							
4140							
	3409023	16TH ST AT STAMPEDE TW & S	09/18/2014	4,374.89	4,374.89	10/08/2014	
	3409024	WWTF DISCHARGE REPLACEM	09/18/2014	1,382.50	1,382.50	10/08/2014	
	3409025	WWTF PRETREATMENT	09/18/2014	298.50	298.50	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 4140:				6,055.89	6,055.89		
FARM PLAN CORPORATION							
4210							
	P87598	BUCKET TEETH - LOADER	08/25/2014	276.78	276.78	10/08/2014	
	P88422	BUCKET REPAIR - H02 - CREDI	09/19/2014	214.32-	214.32-	10/08/2014	
Total 4210:				62.46	62.46		
FASTENAL COMPANY 01WYCDY							
126018							
	WYCDY54836	CREDIT - ROOF REPAIR SUPPL	09/18/2014	81.52-	81.52-	10/08/2014	
	WYCDY56098	SAFETY GLASSES	09/10/2014	2.99	2.99	10/08/2014	
	WYCDY56164	SPRAYER	09/15/2014	80.54	80.54	10/08/2014	
Total 126018:				2.01	2.01		
FERGUSON WATERWORKS							
127653							
	48060	8" Gland pack, complete	09/12/2014	241.81	241.81	10/08/2014	1279-W
	48060	8" x 12" MJ solid sleeve	09/12/2014	529.04	529.04	10/08/2014	1323-W
	48060	69T, Top Riser, 9", male thread	09/12/2014	192.76	192.76	10/08/2014	1011-W
Total 127653:				963.61	963.61		
FLORES JR, DANIEL S							
130164							
	10068031	REFUND UTILITY DEPOSIT	09/15/2014	300.00	300.00	10/08/2014	
Total 130164:				300.00	300.00		
GAIL CONSTRUCTION, LLC							
130009							
	083114	CURB & GUTTER - NEWTON AV	08/31/2014	663.00	663.00	10/08/2014	
Total 130009:				663.00	663.00		
GARY'S VACUUM & STAMPS							
4480							
	95243	UPDATE C05 NOTARY STAMP	09/10/2014	23.70	23.70	10/08/2014	
Total 4480:				23.70	23.70		
GEORGE T. SANDERS COMPANY							
128246							
	13238812 - 00	FREIGHT	09/05/2014	58.85	58.85	10/08/2014	
Total 128246:				58.85	58.85		
GLASER, GERRY D							
130165							
	10057027	REFUND CREDIT BALANCE	09/17/2014	33.75	33.75	10/08/2014	
Total 130165:				33.75	33.75		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
GREAT WEST LINEN SUPPLY							
129966	4516	TOWELS - REC CENTER	09/03/2014	35.00	35.00	10/08/2014	
Total 129966:				35.00	35.00		
HARRIS TRUCKING & CONST. CO							
4780	This amount has been subtracted from total and will be considered as an item on Conduct of Business						
	PAY EST 4 - 1	16TH ST WATER & STORM DRA	09/15/2014	27,115.70	27,115.70	10/08/2014	
	RET PAYOUT -	RETAINAGE PAYOUT - 16TH ST	09/15/2014	39,218.47	39,218.47	10/08/2014	
Total 4780:				66,334.17	66,334.17	**	
HD SUPPLY POWER SOLUTIONS, LTD							
6730	2634793-00	SYSTEM UPGRADE	09/05/2014	146.00	146.00	10/08/2014	
	2634793-01	SYSTEM UPGRADE	09/05/2014	208.00	208.00	10/08/2014	
	2634793-02	SYSTEM REPAIRS	09/05/2014	407.99	407.99	10/08/2014	
	2639973-01	SYSTEM UPGRADE	09/15/2014	47.00	47.00	10/08/2014	
	2657846-00	Conduit, 3" PVC - 3' radius 90	09/10/2014	442.26	442.26	10/08/2014	CONPVC390
	2657870-00	SYSTEM UPGRADE	09/15/2014	341.60	341.60	10/08/2014	
	2657870-00	TRAILHEAD 6 SUBDIVISION	09/15/2014	170.80	170.80	10/08/2014	
	2657870-00	SKYLINE DR	09/15/2014	128.10	128.10	10/08/2014	
	2657870-00	Elbow, 1/0 strd 200 amp	09/15/2014	990.36	990.36	10/08/2014	ELB1/0200
	2657870-00	Elbow, 1/0 strd 200 amp	09/15/2014	424.44	424.44	10/08/2014	ELB1/0200
Total 6730:				3,306.55	3,306.55		
HEARTLAND PAPER COMPANY							
128769	56190-1	CLEANING SUPPLIES	08/27/2014	19.09	19.09	10/08/2014	
	58514-0	CLEANING SUPPLIES	08/27/2014	261.87	261.87	10/08/2014	
	61644-0	CLEANING SUPPLIES	09/03/2014	24.72	24.72	10/08/2014	
	61644-1	CLEANING SUPPLIES	09/04/2014	27.91	27.91	10/08/2014	
	64010-0	CLEANING SUPPLIES	09/09/2014	257.33	257.33	10/08/2014	
Total 128769:				590.92	590.92		
INLAND TRUCK PARTS							
5220	1-12252	CLUTCH - REPAIR D12	09/18/2014	772.97	772.97	10/08/2014	
Total 5220:				772.97	772.97		
J & B ENGINES							
129275	240716	FLY WHEEL REPAIR - D12	09/18/2014	60.00	60.00	10/08/2014	
Total 129275:				60.00	60.00		
JACK'S TRUCK & EQUIPMENT							
125521	27327G	AC REPAIR C06	09/17/2014	70.16	70.16	10/08/2014	
Total 125521:				70.16	70.16		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
JOHNSON, AMY							
124427							
	349351	REC CENTER REFUND	09/11/2014	170.00	170.00	10/08/2014	
Total 124427:				170.00	170.00		
KENCO SECURITY & TECHNOLOGY							
9029							
	1156075	ANNUAL FIRE ALARM INSPECTI	08/26/2014	320.00	320.00	10/08/2014	
Total 9029:				320.00	320.00		
KINCHELOE PLUMBING AND HEATING							
5750							
	142210	WATER TRUCK HOSE CONNEC	08/25/2014	82.80	82.80	10/08/2014	
Total 5750:				82.80	82.80		
KOHLBERG, HOLLY							
130177							
	17116033	REFUND UTILITY DEPOSIT	09/24/2014	61.47	61.47	10/08/2014	
Total 130177:				61.47	61.47		
L.N. CURTIS & SONS							
127560							
	3150354-00	UNIFORMS C18	09/12/2014	77.35	77.35	10/08/2014	
	3150555-00	CREDIT - UNIFORMS C18	08/20/2014	65.50-	65.50-	10/08/2014	
Total 127560:				11.85	11.85		
LJ CONCEPTS, LLC							
130166							
	16027016	REFUND CREDIT BALANCE	09/15/2014	188.56	188.56	10/08/2014	
Total 130166:				188.56	188.56		
LONG BUILDING TECH INC							
125191							
	JC120857	REC CENTER BOILER REPAIR	09/11/2014	4,102.00	4,102.00	10/08/2014	
	SRVCE006723	MAINT & REPAIRS - EQUIP	09/09/2014	1,100.00	1,100.00	10/08/2014	
	SRVCE006723	MAINT & REPAIRS - EQUIP	09/09/2014	440.00	440.00	10/08/2014	
	SRVCE006728	MAINT & REPAIRS - EQUIP	09/10/2014	1,020.87	1,020.87	10/08/2014	
	SRVCE006728	MAINT & REPAIRS - EQUIP	09/10/2014	835.29	835.29	10/08/2014	
Total 125191:				7,498.16	7,498.16		
MCI COMM SERVICE							
130077							
	091114	LONG DISTANCE - RECYCLING	09/11/2014	22.74	22.74	10/08/2014	
Total 130077:				22.74	22.74		
MEAD, MICHAEL							
130172							
	4191036	REFUND UTILITY DEPOSIT	09/19/2014	103.01	103.01	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130172:				103.01	103.01		
MICRO-COMM. INC.							
6635							
	0037184-IN	2 MG TANK	09/05/2014	789.64	789.64	10/08/2014	
	0037188-IN	2 MG TANK	09/05/2014	659.00	659.00	10/08/2014	
	0037214-IN	TEST SNUB ASSEMBLY	09/16/2014	75.00	75.00	10/08/2014	
Total 6635:				1,523.64	1,523.64		
MIDWEST FENCE CO							
6650							
	31750	GATE REPAIR - SANITATION	09/17/2014	245.00	245.00	09/30/2014	
Total 6650:				245.00	245.00		
MILES, SARAH N.							
129971							
	091114	PROFESSIONAL FEES	09/11/2014	162.30	162.30	10/08/2014	
Total 129971:				162.30	162.30		
MOTOROLA SOLUTIONS, INC.							
6840							
	13029139	PORTABLE RADIOS (5)	09/18/2014	28,770.50	28,770.50	10/08/2014	
Total 6840:				28,770.50	28,770.50		
NORDEEN, JOELYN							
130162							
	349352	REC CENTER REFUND	09/11/2014	217.50	217.50	10/08/2014	
Total 130162:				217.50	217.50		
NORMONT EQUIPMENT COMPANY							
7315							
	2409034	SAFETY CONES	09/06/2014	1,734.00	1,734.00	10/08/2014	
Total 7315:				1,734.00	1,734.00		
NORTH CENTRAL LABORATORIES							
7320							
	344225	LAB SUPPLIES	09/10/2014	1,142.67	1,142.67	10/08/2014	
Total 7320:				1,142.67	1,142.67		
NORTHWEST PIPE							
7400							
	1353444	6" C900, CL 200 PVC PIPE	09/15/2014	478.40	478.40	10/08/2014	
	1355711	RUMSEY AVE	09/22/2014	1,521.45	1,521.45	09/30/2014	
	1355713	TAPPING SLEEVE - RUMSEY A	09/18/2014	679.86	679.86	10/08/2014	
	1355722	RUMSEY AVE	09/22/2014	1,811.01	1,811.01	09/30/2014	
Total 7400:				4,490.72	4,490.72		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
OFFICE SHOP, THE 7440							
	37699	COPIER CONTRACT - CITY HAL	09/09/2014	412.25	412.25	10/08/2014	
	37700	COPIER CONTRACT - ENG	09/09/2014	114.67	114.67	10/08/2014	
	37701	COPIER CONTRACT - REC CEN	09/09/2014	691.60	691.60	10/08/2014	
	37720	COPIER CONTRACT - SHOP	09/09/2014	46.74	46.74	10/08/2014	
	37720	COPIER CONTRACT - SHOP	09/09/2014	46.74	46.74	10/08/2014	
	37720	COPIER CONTRACT - SHOP	09/09/2014	46.74	46.74	10/08/2014	
	37720	COPIER CONTRACT - SHOP	09/09/2014	46.74	46.74	10/08/2014	
	37720	COPIER CONTRACT - SHOP	09/09/2014	46.73	46.73	10/08/2014	
	37720	COPIER CONTRACT - SHOP	09/09/2014	46.73	46.73	10/08/2014	
	37727	COPIER CONTRACT - PD	09/09/2014	634.84	634.84	10/08/2014	
	37727	COPIER - PD / HA EVENT DOCS	09/09/2014	1,460.89	1,460.89	10/08/2014	
Total 7440:				3,594.67	3,594.67		
ONE-CALL OF WYOMING 127665							
	36034	ONE CALL FEES	09/04/2014	82.50	82.50	10/08/2014	
Total 127665:				82.50	82.50		
PARK COUNTY 7670							
	1758	1/2 OF BUILDING MAINT ADMIN	09/03/2014	521.09	521.09	10/08/2014	
	1771	1/2 OF BUILDING MAINT ADMIN	09/17/2014	616.70	616.70	10/08/2014	
	1788	LEC CONTRACT	09/25/2014	29,073.49	29,073.49	10/08/2014	
	1788	LEC UTILITIES	09/25/2014	891.19	891.19	10/08/2014	
Total 7670:				31,102.47	31,102.47		
PARK COUNTY TREASURER 7760							
	091714	PROPERTY TAXES	09/17/2014	2,182.19	2,182.19	10/08/2014	
	091714	PROPERTY TAXES	09/17/2014	36,440.00	36,440.00	10/08/2014	
	091714	PROPERTY TAXES	09/17/2014	66,642.50	66,642.50	10/08/2014	
Total 7760:				105,264.69	105,264.69		
PAWNEE IRRIGATION EVERGREEN 7830							
	82	SKYLINE SUBDIV	08/13/2014	60.00	60.00	10/08/2014	
	97	SKYLINE SUB PROJECT	08/13/2014	25.95	25.95	10/08/2014	
Total 7830:				85.95	85.95		
PITNEY BOWES INC 126886							
	8683311-SP14	POSTAGE MACHINE RENTAL	09/13/2014	616.38	616.38	10/08/2014	
Total 126886:				616.38	616.38		
POLEY, CHAD 130167							
	908-1	REFUND BUILDING PERMIT FE	09/17/2014	30.00	30.00	10/08/2014	

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
Total 130167:				30.00	30.00		
POWELL TRIBUNE							
8090							
	083114	ADVERTISING	08/31/2014	342.00	342.00	10/08/2014	
Total 8090:				342.00	342.00		
PROFFITS LAWN CARE							
128647							
	1577	CONTRACT MOWING	09/12/2014	980.00	980.00	10/08/2014	
	1606	CONTRACT MOWING	09/17/2014	490.00	490.00	10/08/2014	
Total 128647:				1,470.00	1,470.00		
PROVIDENT LIFE & ACCIDENT INS							
128033							
	09302014	PREMIUMS	09/29/2014	183.44	183.44	09/29/2014	
Total 128033:				183.44	183.44		
R & A SAFETY							
127690							
	2275	RANDOM & PRE-EMPLOYMENT	09/10/2014	40.00	40.00	10/08/2014	
	2275	RANDOM & PRE-EMPLOYMENT	09/10/2014	40.00	40.00	10/08/2014	
	2275	RANDOM & PRE-EMPLOYMENT	09/10/2014	30.00	30.00	10/08/2014	
Total 127690:				110.00	110.00		
RAPID FIRE PROTECTION, INC							
129543							
	22054	ANNUAL SPRINKLER INSPECTI	09/15/2014	245.00	245.00	10/08/2014	
	22055	ANNUAL SPRINKLER INSPECTI	09/15/2014	165.00	165.00	10/08/2014	
Total 129543:				410.00	410.00		
RAPID VIEW, LLC							
128709							
	39107	CAMERA REPAIR	09/11/2014	216.00	216.00	10/08/2014	
Total 128709:				216.00	216.00		
RIMROCK TIRE INC							
8530							
	1-FC15510	FINANCE CHARGE	08/26/2014	4.74	4.74	10/08/2014	
	2-143074	TIRES - A07	07/01/2014	237.12	237.12	10/08/2014	
Total 8530:				241.86	241.86		
ROBERTSON, AARON							
130173							
	349708	REC CENTER REFUND	09/18/2014	280.00	280.00	10/08/2014	
Total 130173:				280.00	280.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ROCKY MOUNTAIN POWER							
7570							
	091714	UTILITIES	09/17/2014	27.33	27.33	10/08/2014	
	091714	UTILITIES	09/17/2014	277.72	277.72	10/08/2014	
	092414	UTILITIES	09/24/2014	200.04	200.04	09/30/2014	
	092414	UTILITIES	09/24/2014	257.68	257.68	09/30/2014	
Total 7570:				762.77	762.77		
SCHABARKER, RHONDA							
130179							
	082514	WITNESS FEES	08/25/2014	5.00	5.00	10/08/2014	
Total 130179:				5.00	5.00		
SEARS							
9010							
	033599021409	TORQUE WRENCH	09/19/2014	39.99	39.99	10/08/2014	
Total 9010:				39.99	39.99		
SHOSHONE OFFICE SUPPLY							
9140							
	0104588	MATERIAL & SUPPLIES	09/19/2014	25.95	25.95	10/08/2014	
	01114	PAPER - REC CENTER	09/05/2014	80.74	80.74	10/08/2014	
	01160	PRINTER TONER	09/11/2014	1,265.95	1,265.95	10/08/2014	
	01197	CHAIR, OFFICE LETTER POCKE	09/15/2014	279.30	279.30	10/08/2014	
	01197	CHAIR, OFFICE LETTER POCKE	09/15/2014	65.98	65.98	10/08/2014	
	01230	CHARIS FOR BREAKROOM	09/17/2014	837.00	837.00	10/08/2014	
	01242	SUPPLIES	09/17/2014	3.71	3.71	10/08/2014	
	01261	SUPPLIES	09/18/2014	43.10	43.10	10/08/2014	
	01271	TONER	09/19/2014	94.87	94.87	10/08/2014	
	01278	MATERIAL & SUPPLIES	09/19/2014	41.19	41.19	10/08/2014	
	01286	TONER	09/22/2014	202.82	202.82	10/08/2014	
Total 9140:				2,940.61	2,940.61		
SHOSHONE RECREATION DISTRICT							
124481							
	349705	REC CENTER REFUND	09/19/2014	174.00	174.00	10/08/2014	
Total 124481:				174.00	174.00		
SITZ III, ALEX H.							
129379							
	092214	PROFESSIONAL FEES	09/22/2014	193.36	193.36	10/08/2014	
Total 129379:				193.36	193.36		
SOUTHWESTERN EQUIPMENT							
9422							
	029990	HYDRAULIC PARTS C05 & C02	09/04/2014	312.22	312.22	10/08/2014	
Total 9422:				312.22	312.22		
STEWART'S MERCANTILE							

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
127774							
	2730-384	EMPLOYEE RECOGNITION PIC	07/28/2014	454.10	454.10	10/08/2014	
Total 127774:				454.10	454.10		
STROH'S INDUSTRIAL LUBRICATION							
9630							
	2008	GREASE	09/17/2014	691.00	691.00	10/08/2014	
Total 9630:				691.00	691.00		
THE UPS STORE							
6240							
	8648	WATER SAMPLE SHIPPING	09/16/2014	47.34	47.34	10/08/2014	
	9711	WATER SAMPLE SHIPPING	09/09/2014	44.92	44.92	10/08/2014	
Total 6240:				92.26	92.26		
TILDEN, JOE							
130168							
	9204022	REFUND CREDIT BALANCE	09/16/2014	71.38	71.38	10/08/2014	
Total 130168:				71.38	71.38		
TITAN MACHINERY							
128262							
	4114941 GP	CYKINDER F05	07/01/2014	148.54	148.54	10/08/2014	
	STMT 082514	FINANCE CHARGE	08/25/2014	1.90	1.90	10/08/2014	
Total 128262:				150.44	150.44		
TRACTOR & EQUIPMENT CO							
9930							
	BLCS0579409	DIP STICK - D10	09/15/2014	69.10	69.10	10/08/2014	
Total 9930:				69.10	69.10		
TRIPLE L SALES							
9980							
	I-33301	MARKING PAINT	09/15/2014	8.94	8.94	10/08/2014	
	I-33350	SUPPLIES	09/19/2014	154.32	154.32	10/08/2014	
Total 9980:				163.26	163.26		
TURBO TECHNOLOGIES, INC							
130175							
	17511	BRINE MAKER	08/29/2014	5,156.66	5,156.66	10/08/2014	
Total 130175:				5,156.66	5,156.66		
TWO MEDICINE							
130120							
	205939	WELLNESS PROGRAM	09/01/2014	345.00	345.00	10/08/2014	
	3798	BLOOD DRAWS	08/19/2014	5,226.00	5,226.00	10/08/2014	
Total 130120:				5,571.00	5,571.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
ULINE							
128826							
	61302416	OFFICE SUPPLIES	09/02/2014	119.27	119.27	10/08/2014	
Total 128826:				119.27	119.27		
ULWELLING, SCOTT							
130169							
	13121313	REFUND CREDIT BALANCE	09/16/2014	48.91	48.91	10/08/2014	
Total 130169:				48.91	48.91		
UNUM LIFE INS - LTD							
127843							
	09302014	LONG TERM DISABILITY - PRE	09/29/2014	2,939.64	2,939.64	09/29/2014	
Total 127843:				2,939.64	2,939.64		
UNUM LIFE INSURANCE - LIFE							
127935							
	09302014	PREMIUM	09/29/2014	3,468.12	3,468.12	09/29/2014	
Total 127935:				3,468.12	3,468.12		
VELOCITY SYSTEMS							
130163							
	10189	BALLISTIC RIFLE PLATES - TAC	09/04/2014	6,444.00	6,444.00	10/08/2014	
	10189	BALLISTIC RIFLE PLATES - TAC	09/04/2014	141.00	141.00	10/08/2014	
Total 130163:				6,585.00	6,585.00		
WAL MART COMMUNITY BRC							
10330							
	05362	AWNINGS - RECYCLE CENTER	09/09/2014	185.12	.00	10/08/2014	
	05362	AWNINGS - RECYCLE CENTER	09/09/2014	185.12-	.00		
Total 10330:				.00	.00		
WALL, DUSTIN							
130180							
	3266034	REFUND UTILITY DEPOSIT	09/26/2014	95.02	95.02	10/08/2014	
Total 130180:				95.02	95.02		
WATCO POOLS							
10370							
	18551	5 HP PUMP IMPELLAR	09/04/2014	1,139.15	1,139.15	10/08/2014	
	18582	POOL CHEMICALS	09/12/2014	885.05	885.05	10/08/2014	
Total 10370:				2,024.20	2,024.20		
WCS TELECOM							
124746							
	21654786	LONG DISTANCE	09/01/2014	137.25	137.25	10/08/2014	
Total 124746:				137.25	137.25		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WELBORN, MARNETA							
130178							
	3189034	REFUND UTILITY DEPOSIT	09/24/2014	200.00	200.00	10/08/2014	
Total 130178:				200.00	200.00		
WESCO DISTRIBUTION INC							
10480							
	851752	SYSTEM REPAIRS	09/04/2014	140.72	140.72	10/08/2014	
Total 10480:				140.72	140.72		
WEST PARK HOSPITAL							
10500							
	090214	BLOOD DRAWS - CASES 14-102	09/02/2014	345.30	345.30	10/08/2014	
Total 10500:				345.30	345.30		
WESTERN UNITED ELECTRIC SUPPLY							
10605							
	4055852	FIBER GLASS X ARM 8' TANGE	09/15/2014	2,164.20	2,164.20	10/08/2014	FBGXARM8TG-2K
	4055852	FIBER LGASS X ARM 8' DEADE	09/15/2014	1,077.12	1,077.12	10/08/2014	FBGXARM8DE-2K
	4055853	SYSTEM UPGRADE	09/15/2014	996.46	996.46	10/08/2014	
	4055853	TRAILHEAD 6	09/15/2014	542.66	542.66	10/08/2014	
	4055853	SKYLINE	09/15/2014	542.66	542.66	10/08/2014	
Total 10605:				5,323.10	5,323.10		
WILDFLOUR DESSERTS							
130170							
	091514	CUPCAKE CREATIONS	09/15/2014	310.00	310.00	10/08/2014	
Total 130170:				310.00	310.00		
WOMACK MACHINE SUPPLY CO.							
128944							
	0119613	BALER BUSHINGS	08/19/2014	463.78	463.78	10/08/2014	
	0119738	PARKER FITTINGS	08/21/2014	31.39	31.39	10/08/2014	
Total 128944:				495.17	495.17		
WOODWARD TRACTOR CO							
10660							
	93369	SKYLINE SUB PROJECT	08/20/2014	1,959.75	1,959.75	10/08/2014	
	93953	BOLT - SAW	09/10/2014	4.10	4.10	10/08/2014	
	93954	EXCAVATOR RENTAL	09/11/2014	406.75	406.75	10/08/2014	
	94094	STREES CHAIN SAW REPAIR	09/16/2014	67.49	67.49	10/08/2014	
Total 10660:				2,438.09	2,438.09		
WY ASSOC OF SHERIFFS & CHIEFS							
10705							
	091714	WASCOP DUES 14-15' DUES	09/17/2014	350.00	350.00	10/08/2014	
Total 10705:				350.00	350.00		

Vendor Name Vendor No	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number
WYOMING ASSN OF MUNICIPALITIES							
10770							
	13838	MEETING EXPENSE - MAYOR B	08/01/2014	15.00	15.00	10/08/2014	
	13862	SUPPLIES	09/19/2014	50.00	50.00	10/08/2014	
	13863	SUPPLIES	09/19/2014	50.00	50.00	10/08/2014	
Total 10770:				115.00	115.00		
WYOMING ATTORNEY GENERAL							
130176							
	092314	RETURN OF HELLS ANGELS FU	09/23/2014	51,258.00	51,258.00	09/23/2014	
Total 130176:				51,258.00	51,258.00		
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
	09302014	CONTRIBUTIONS	09/29/2014	6,892.85	6,892.85	09/29/2014	
	09302014	VOLUNTEERS PD	09/29/2014	12.30	12.30	09/29/2014	
	09302014	VOLUNTEERS REC	09/29/2014	98.38	98.38	09/29/2014	
	09302014	VOLUNTEERS	09/29/2014	4.10	4.10	09/29/2014	
Total 10670:				7,007.63	7,007.63		
WYOMING HOME & RANCH							
129698							
	57275	BUSHING	08/06/2014	3.18	3.18	10/08/2014	
Total 129698:				3.18	3.18		
WYOMING RETIREMENT SYSTEM							
10950							
	95684-6	CONTRIBUTIONS -	09/29/2014	66,849.56	66,849.56	09/29/2014	
Total 10950:				66,849.56	66,849.56		
YANKEE CAR WASH							
128282							
	083114	CAR WASHES - PD	09/01/2014	8.00	8.00	10/08/2014	
	083114	CAR WASHES - COMM DEV	09/01/2014	10.00	10.00	10/08/2014	
	083114	CAR WASH - ELECTRIC	09/01/2014	24.39	24.39	10/08/2014	
Total 128282:				42.39	42.39		
Grand Totals:				747,627.96	747,627.96		

Payroll total \$226,030.70

Grand Total \$973,658.66

Less 66,334.17

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

New total for approval

\$907,324.49



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 MARGIE JOHNSON

Organization Represented Cody Events Committee

Date you wish to appear before the Council October 7, 2014

Mailing Address 836 Sheridan Ave Telephone 587-2331 (Margie's #)

E-Mail Address Starhiker@vcn.com

Preferred form of contact: Telephone _____ E-Mail either

Names of all individuals who will speak on this topic Margie Johnson

Event Title (if applicable) Halloween Downtown Trick or Treat

Date(s) of Event (if applicable) October 31

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

Road closure request 11th Street (Milstone) to 14th Street (Wells Fargo)
for young people to come downtown to local merchants for annual candy stroll

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

Signature Margie Johnson Date September 30, 2014

We have insurance thru Meeker Insurance Revised 3/2007

Consent agenda if possible but am happy to attend any meeting if needed.

Thank you!

MEETING DATE: SEPTEMBER 30, 2014
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT
HALLOWEEN CLOSURE OF SHERIDAN AVENUE

ACTION:

Margie Johnson, representing the Cody Events Committee is requesting the City of Cody close Sheridan Avenue on Friday, October 31, 2014 from 11th Street to 14th Street from 3:30 to 6:30 p.m. for the annual Downtown Halloween Festival.

SUMMARY:

Cody has developed a popular Downtown Halloween Festival where the downtown merchants provide candy to the City's children on Halloween. The City has closed Sheridan Avenue for the festival for the last six years to help assure the safety of the children.

The Public Works Department has prepared a street closure plan and map that will prohibit vehicular traffic on Sheridan Avenue from 11th Street to 14th Street from 3:30 p.m. to 6:30 p.m. on Friday, October 31, 2014. Assistance from the Cody Police Department will be needed as well as approximately ten public works employees to man the barricades during this period and to set up the detour signs. Attached is an application to request permission from WYDOT to close the State highway for this event.

Historically in the past, the Cody Events Committee has provided proof of liability insurance to the City of Cody during closure events and staff would recommend that condition be placed upon the approval. In addition, WYDOT requires an Application for Special Event Permit to be completed, but their approval is conditional upon the Council approval. If approved by Council, this permit will be submitted to WYDOT as well.

FISCAL IMPACT

The anticipated costs for the Public Works Department employees to set up the signs, place the barricades and man them for the time period outlined is approximately \$1,973 of which was allocated to be paid for out of the Lodging Tax Fund during the budgeting process.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the request as presented with the provision that the Cody Event Committee provide proof of liability insurance for the event and that they receive approval by WYDOT.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Margie Johnston

AGENDA ITEM NO. _____

CODY LIONS CLUB
P.O. Box 786
Cody, WY 82414
www.codylionsclub.org

September 22, 2014

The Honorable Nancy Tia Brown
Mayor, City of Cody
1338 Rumsey Avenue
Cody, WY 82414

Dear Mayor Nancy:

I respectfully ask that the Cody Lions Club be added to the consent agenda for a city council meeting during October 2014. The exact date is at your discretion.

The purpose is to ask the city to authorize the use of Bob Moore Park and the firing of live ammunition in conjunction with the 43rd Cody Lions Club's Turkey Day. The dates are November 21-23, 2014.

Please advise when representatives from the Lions Club are to be present at the meeting by using the contact information below.

Thank you.

Very truly yours,



Mick Barrus, Chairman
1536 16th St. #2
Cody, WY 82414
(307) 527-4954
Email: lionmick@bresnan.net

CC: Ty Pederson, Assistant Chairman

MEETING DATE: OCTOBER 7, 2014
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL:
CITY ADM. APPROVAL: _____

Agenda Item Summary Report **Cody Lions Club Turkey Day Celebration**

ACTION

The Lions Club is requesting the use of the Bob Moore Parking Lot from Friday, November 21st through Sunday, November 23rd. This will include the use of firearms (.22 rifles) on November 22nd. In addition to the use of the lot, the Cody Lions request that banners be permitted to be erected at 8th and Lindsey Lane and on the Greybull Hill for the month of November.

BACKGROUND

The Cody Lions Club has historically coordinated the Lions Club Turkey Day Event in the Bob Moore parking lot in November of each year. The event includes a variety of carnival style games, concessions and raffles.

FISCAL IMPACT

There is no fiscal impact with this event

ALTERNATIVES

1. Approve the request.
2. Deny the request.
3. Approve with modifications to the request.

RECOMMENDATION

Staff recommends approval of the request. The Lions Club has provided the City of Cody with an insurance binder showing proof of liability insurance with the City of Cody listed as an additional insured and have completed the Highway Banner paperwork.

ATTACHMENTS

1. Agenda Request Form
2. Proof of Insurance
3. Highway Banner Document

AGENDA & SUMMARY REPORT TO:

Mick Barrus, mick_g_barrus@yahoo.com

AGENDA ITEM NO. _____

PROJECT: 16TH Street @ Stampede Storm Drain & Treated Water Extensions

9/15/2014

PAY ESTIMATE NO. 4 - FINAL

Page 1 of 2

CONTRACTOR: HARRIS TRUCKING & CONSTRUCTION CO.

Job No. 14023.00

PERIOD COVERED: 08/16/14-8/22/14

WORKING DAYS TO-DATE: 43

ITEM NO.	DESCRIPTION	UNITS	EST. QTYS.	UNIT PRICE	QTYS. TO DATE	TOTAL
1	MOBILIZATION	LS	1	\$25,390.00	1.00	\$25,390.00
2	TRAFFIC CONTROL	LS	1	\$10,000.00	1.00	\$10,000.00
3	MAP BURIED UTILITY	EA	50	\$52.50	52.00	\$2,730.00
4	STORM WATER PERMIT- CONSTRUCTION ACTIVITIES	LS	1	\$1,150.00	1.00	\$1,150.00
5	SAW CUT - ASPHALT	LF	590	\$2.00	628.00	\$1,256.00
6	SAW CUT - CONCRETE	LF	85	\$6.00	81.00	\$486.00
7	ASPHALT REMOVAL	SF	36,600	\$0.25	42715.00	\$10,678.75
8	CURB & GUTTER REMOVAL	LF	280	\$6.00	463.00	\$2,778.00
9	DOUBLE GUTTER REMOVAL	LF	50	\$5.00	40.00	\$200.00
10	SIDEWALK REMOVAL	SF	340	\$3.00	688.00	\$2,064.00
11	ALLEY APRON REMOVAL	SF	130	\$6.00	76.00	\$456.00
12	WHEELCHAIR RAMP REMOVAL	EA	3	\$504.00	3.00	\$1,512.00
13	STORM DRAIN REMOVAL - 15" DIA & 18" ARCH	LF	65	\$15.30	58.00	\$887.40
14	STORM DRAIN REMOVAL - 24" CMP	LF	770	\$8.25	780.00	\$6,435.00
15	EXCAVATION	CY	2,000	\$12.90	794.00	\$10,242.60
16	CEMENT TREATED BACKFILL - TYPE 2	CY	100	\$63.10	16.00	\$1,009.60
17	CROSS UNDER BURIED UTILITY	EA	35	\$111.50	44.00	\$4,906.00
18	LOWER EXISTING TREATED WATER LINE	EA	1	\$2,845.00	1.00	\$2,845.00
19	LOWER EXISTING TREATED WATER SERVICE	EA	1	\$1,042.00	1.00	\$1,042.00
20	ADJUST EXISTING VALVES	EA	6	\$400.50	9.00	\$3,604.50
21	ADJUST EXISTING MANHOLES	EA	3	\$400.00	1.00	\$400.00
22	RELOCATE EXISTING 12" RAW WATER	EA	1	\$3,596.00	1.00	\$3,596.00
23	CRUSHED BASE GRADING W	CY	710	\$24.25	794.00	\$19,254.50
24	4" MINUS PIT RUN SUBBASE	CY	1,400	\$18.00	0.00	\$0.00
25	ASPHALT BINDER PG 58-28	TON	45	\$1.00	52.10	\$52.10
26	HOT PLANT MIX BITUMINOUS PAVEMENT (1/2" MAX)	TON	670	\$92.00	816.50	\$75,118.00
27	BASIC MANHOLE (72" DIA.)	EA	2	\$7,221.00	2.00	\$14,442.00
28	ADDITIONAL MANHOLE (72" DIA.)	VF	7	\$395.00	6.90	\$2,725.50
29	BASIC MANHOLE (84" DIA.)	EA	1	\$11,550.00	1.00	\$11,550.00
30	ADDITIONAL MANHOLE (84" DIA.)	VF	3	\$650.00	2.10	\$1,365.00
31	MANHOLE SURFACE PAD	EA	6	\$580.00	7.00	\$4,060.00
32	6" PVC C900 CLASS 165 DR25 WATER PIPE	LF	660	\$25.50	671.00	\$17,110.50
33	6" X 6" WET TAP	EA	1	\$2,588.00	1.00	\$2,588.00
34	6" FIRE HYDRANT	EA	1	\$3,445.00	1.00	\$3,445.00
35	6" MJ GATE VALVE	EA	5	\$1,313.00	5.00	\$6,565.00
36	6" X 6" X 6" MJ DI TEE	EA	2	\$442.00	3.00	\$1,326.00
37	GATE VALVE SURFACE PAD (EXTRAS)	EA	6	\$192.00	11.00	\$2,112.00
38	DISINFECT 6" DIAMETER PIPE - WATER LINE	LF	660	\$0.50	671.00	\$335.50
39	36" PVC STORM DRAIN - PS 46	LF	875	\$109.75	872.00	\$95,702.00
40	24" PVC STORM DRAIN - PS 46	LF	8	\$214.50	28.00	\$6,006.00
41	15" PVC SDR 35	LF	50	\$45.75	37.00	\$1,692.75
42	2.5' X 6.5' X 8' DEEP INLET BOX	EA	1	\$11,137.50	1.00	\$11,137.50
43	2.5' X 3' X 4.5" DEEP INLET BOX	EA	3	\$4,305.75	4.00	\$17,223.00

44	PLUG EXISTING 15" & 18" RCP STORM DRAIN	EA	3	\$177.00	4.00	\$708.00
45	4" SCHED 40 BURIED CONDUIT	LF	710	\$12.00	593.00	\$7,116.00
46	RECONSTRUCT EXISTING MANHOLE WALL	EA	2	\$900.00	2.00	\$1,800.00
47	CURB & GUTTER	LF	280	\$24.00	473.00	\$11,352.00
48	DOUBLE GUTTER	LF	50	\$22.00	30.00	\$660.00
49	4-INCH THICK SIDEWALK	SF	440	\$4.35	738.00	\$3,210.30
50	ALLEY APRON	SF	130	\$6.00	92.00	\$552.00
51	WHEELCHAIR RAMP	EA	3	\$600.00	3.00	\$1,800.00
52	LOCAL DEPRESSION	EA	6	\$452.50	6.00	\$2,715.00

TOTAL WORK COMPLETED: \$417,392.50
MATERIALS IN STORAGE: \$0.00
CHANGE ORDER NO. 2: \$1,907.86
TOTAL EARNED: \$419,300.36
LESS RETAINAGE 0%: \$0.00
TOTAL PAYABLE: \$419,300.36
PREVIOUS PAYMENTS: \$352,966.19
AMOUNT DUE: \$66,334.17

NOTE: Chg Order No. 1 was for working days only.

This Pay Estimate represents work completed to-date, to the best of my knowledge.

PROJECT ENGINEER: *Robert A. Onfield*
ENGINEERING ASSOCIATES

STATE OF WYOMING)
)SS
COUNTY OF PARK)

The undersigned contractor being first duly sworn hereby (1) approves the above estimate, (2) states that all claims for labor and materials incurred by him in the performance of the contract have been paid up to the date of this estimate, and (3) states that all Labor Standards Requirements have been fulfilled by him and all subcontractors under this contract.

HARRIS TRUCKING & CONSTRUCTION COMPANY

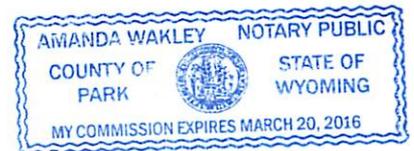
By: *[Signature]*

Title: *Gen Mgr*

The foregoing was acknowledged before me by *Sterling Christler*

this *15* day of *September*, 2014.

Amanda Wakley
Notary Public
My Commission Expires: *March 20, 2016*



APPROVED: _____
CITY OF CODY, WYOMING

DATE _____

PROJECT: 16th @ Stampede
 JOB NO. 14023

PRINTED: 09/15/14

PAY ESTIMATE SUMMARY

ORIGINAL CONTRACT = \$429,745.50

BID DATE: 04/09/14

PAY EST.	TOTAL WORK COMPLETED	PERCENT COMPLETE	MIS	CHANGE ORDERS	TOTAL EARNED	CURRENT RETAINAGE	MONTHLY RETAINAGE	TOTAL PAYABLE	PREV. PAYMENTS	AMOUNT DUE
1	\$7,617.00	2%	\$66,141.65	\$0.00	\$73,758.65	\$7,375.87	\$7,375.87	\$66,382.78	\$0.00	\$66,382.79
2	\$184,170.30	43%	\$34,646.14	\$0.00	\$218,816.44	\$21,881.64	\$14,505.77	\$196,934.80	\$66,382.79	\$130,552.01
3	\$392,184.65	91%	\$0.00	\$0.00	\$392,184.65	\$39,218.47	\$17,336.83	\$352,966.18	\$196,934.80	\$156,031.39
4 - FINAL	\$417,392.50	97%	\$0.00	\$1,907.86	\$419,300.36	\$0.00	\$0.00	\$419,300.36	\$352,966.19	\$66,334.17
RECONCIL.=	-\$12,353.00					CHECK	\$39,218.47	TOTAL =		\$419,300.36

Change Order

No. 2

Date of Issuance: 9/15/14

Effective Date: 9/15/14

Project: 16 th St. @ Stampede Storm Drain & Treated Water Extensions	Owner: City of Cody, Wyoming	Owner's Contract No.: 2014-01
Contract: 16 th St. @ Stampede Storm Drain & Treated Water Extensions	Date of Contract: April 17, 2014	
Contractor: Harris Trucking & Construction	Engineer's Project No.: 14023.00	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional work - PCO1 - remove existing catchbasin and mh concrete diamonds at 18+52; PCO2 - additional excavation needed to facilitate installation of catchbasin at 14+49 RT.

Attachments (list documents supporting change):

PCOs 1 & 2, dated 09/15/14

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$429,745.50

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

\$N/A

Contract Price prior to this Change Order:

\$429,745.50

[Increase] [~~Decrease~~] of this Change Order:

\$1,907.86

Contract Price incorporating this Change Order:

\$431,653.36

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 9/15/14

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9/15/14

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Change Order Proposal

PCO#1

Project Title: 16th Street Storm Sewer Stampede Ave

Contract No.: _____ Project No.: _____

Reference: Catch Basin and Diamond Removal at North End of Project

1 Material (Include tax. Provide separate breakdown with quantity and unit prices.)		<u>\$151.50</u>
2 Labor	<u>1</u> Man Hours <u>\$65.00</u> per Hour <u>XXXXX</u> Craft	<u>\$65.00</u>
	<u>3</u> Man Hours <u>\$38.00</u> per Hour _____ Craft	<u>\$114.00</u>
	_____ Man Hours _____ per Hour _____ Craft	<u>\$0.00</u>
3 Other Costs (Identify)		<u>\$87.00</u>
4 Total of Items 1,2,3		<u>\$417.50</u>
5 Overhead (% of Item 4)	<u>15.00%</u> ✓	<u>\$62.63</u>
6 Total of Items 4,5		<u>\$480.13</u>
7 Profit (% of Item 6)	<u>0.00%</u>	<u>\$0.00</u>
8 Total of Items 6,7		<u>\$480.13</u>
*9 Labor Burden (% of Item 2)	<u>0.00%</u>	<u>\$0.00</u>
10 Total of Items 8,9		<u>\$480.13</u>
11 Subcontract Cost		<u>\$0.00</u>
**12 Prime Contractor Fee (% of item 11)	<u>0.00%</u>	<u>\$0.00</u>
13 Total of Items 11,12		<u>\$0.00</u>
14 Subtotal (Total of Items 10,13)		<u>\$480.13</u>
15 Bond (% of Item 14)	<u>0.00%</u>	<u>\$0.00</u>
16 Total Change Order (Total of Items 14,15)		<u>\$480.13</u> ✓

* Cost of Federal Old Age benefits (Social Security) tax and workman's compensation and public liability insurance pertaining to charges are allowable. While no percentage will be allowed thereon for overhead or profit, prime contractor's fee will be allowed on each items in sub-contractor's proposal.

** If work proposed by this change is performed by prime contractor forces fee is not allowed; only overhead and profit.

Allowances for overhead and profit will not exceed 10% each. The contractor must obtain and furnish with the proposal an itemized breakdown signed by each subcontractor participating in the change if it exceeds one thousand dollars.

By STERLING CHRISTLER
Contractor Name

9/15/14
Date

HARRIS TRUCKING & CONST. CO.
Company Name

Change Order Proposal Breakdown (If \$1,000 Or More)

Item No.	Item Description	Qty	Unit	Labor Class/ Craft	Labor Hours Per Unit	Labor Hours Total	Labor Rate	Labor Total	Material Unit Price	Material Total	Lower Tier Sub Total	Equip/ Other Total	Item Total (Bare Cost)
1	Foreman	1.00	MH		65.00	65.00							\$65.00
2	Labor	3.00	MH		38.00	114.00							\$114.00
3	Dump Truck	1.00	HR		87.00							87.00	\$87.00
4	Concrete	1.50	CY						\$101.00	\$151.50			\$151.50
5													
TOTALS:						179.00				\$151.50		\$87.00	\$417.50

Change Order Proposal Breakdown (If \$1,000 Or More)

Item No.	Item Description	Qty	Unit	Labor Class/ Craft	Labor Hours Per Unit	Labor Hours Total	Labor Rate	Labor Total	Material Unit Price	Material Total	Lower Tier Sub Total	Equip/ Other Total	Item Total (Bare Cost)
1	Foreman	4.50	MH		65.00	292.50							\$292.50
2	Labor	8.00	MH		38.00	304.00							\$304.00
4	Bobcat E50	3.00	HR		89.00							267.00	\$267.00
5	Grout	1.00	CY						\$78.00	\$78.00			\$78.00
6	Dump Truck	2.00	HR		87.00							174.00	\$174.00
7	Air Compressor	3.00	HR		42.00							126.00	\$126.00
8													
	TOTALS:					596.50				\$78.00		\$567.00	\$1,241.50

Change Order

No. 3F

Date of Issuance: 9/15/14

Effective Date: 9/15/14

Project: 16 th St. @ Stampede Storm Drain & Treated Water Extensions	Owner: City of Cody, Wyoming	Owner's Contract No.: 2014-01
Contract: 16 th St. @ Stampede Storm Drain & Treated Water Extensions	Date of Contract: April 17, 2014	
Contractor: Harris Trucking & Construction	Engineer's Project No.: 14023.00	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Reconciliation Change Order to record changes to final quantities.

Attachments (list documents supporting change):

Reconciliation Change Order Work Sheet, dated 09/15/14

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$429,745.50

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

\$1,907.86

Contract Price prior to this Change Order:

\$431,653.36

[~~Increase~~] [~~Decrease~~] of this Change Order:

\$(12,353.00)

Contract Price incorporating this Change Order:

\$419,300.36

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 35 days

Ready for final payment (days or date): 45 days

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 1:

Substantial completion (days): 6 addtl work days

Ready for final payment (days): 6 addtl work days

Contract Times prior to this Change Order:

Substantial completion (days or date): 41 days

Ready for final payment (days or date): 51 days

[~~Increase~~] [~~Decrease~~] of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 41 days

Ready for final payment (days or date): 51 days

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 9/15/14

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 9/15/14

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

RECONCILIATION CHANGE ORDER WORK SHEET

NO.	DESCRIPTION	UNITS	EST.	ACTUAL	DIFF.	PRICE	DIFFERENCE
			QTYS.	QTYS.			
1	MOBILIZATION	LS	1	1.00	0	\$25,390.00	\$0.00
2	TRAFFIC CONTROL	LS	1	1.00	0	\$10,000.00	\$0.00
3	MAP BURIED UTILITY	EA	50	52.00	2	\$52.50	\$105.00
4	STORM WATER PERMIT- CONSTRUCTION ACTIVITIES	LS	1	1.00	0	\$1,150.00	\$0.00
5	SAW CUT - ASPHALT	LF	590	628.00	38	\$2.00	\$76.00
6	SAW CUT - CONCRETE	LF	85	81.00	-4	\$6.00	(\$24.00)
7	ASPHALT REMOVAL	SF	36,600	42715.00	6115	\$0.25	\$1,528.75
8	CURB & GUTTER REMOVAL	LF	280	463.00	183	\$6.00	\$1,098.00
9	DOUBLE GUTTER REMOVAL	LF	50	40.00	-10	\$5.00	(\$50.00)
10	SIDEWALK REMOVAL	SF	340	688.00	348	\$3.00	\$1,044.00
11	ALLEY APRON REMOVAL	SF	130	76.00	-54	\$6.00	(\$324.00)
12	WHEELCHAIR RAMP REMOVAL	EA	3	3.00	0	\$504.00	\$0.00
13	STORM DRAIN REMOVAL - 15" DIA & 18" ARCH	LF	65	58.00	-7	\$15.30	(\$107.10)
14	STORM DRAIN REMOVAL - 24" CMP	LF	770	780.00	10	\$8.25	\$82.50
15	EXCAVATION	CY	2,000	794.00	-1206	\$12.90	(\$15,557.40)
16	CEMENT TREATED BACKFILL - TYPE 2	CY	100	16.00	-84	\$63.10	(\$5,300.40)
17	CROSS UNDER BURIED UTILITY	EA	35	44.00	9	\$111.50	\$1,003.50
18	LOWER EXISTING TREATED WATER LINE	EA	1	1.00	0	\$2,845.00	\$0.00
19	LOWER EXISTING TREATED WATER SERVICE	EA	1	1.00	0	\$1,042.00	\$0.00
20	ADJUST EXISTING VALVES	EA	6	9.00	3	\$400.50	\$1,201.50
21	ADJUST EXISTING MANHOLES	EA	3	1.00	-2	\$400.00	(\$800.00)
22	RELOCATE EXISTING 12" RAW WATER	EA	1	1.00	0	\$3,596.00	\$0.00
23	CRUSHED BASE GRADING W	CY	710	794.00	84	\$24.25	\$2,037.00
24	4" MINUS PIT RUN SUBBASE	CY	1,400	0.00	-1400	\$18.00	(\$25,200.00)
25	ASPHALT BINDER PG 58-28	TON	45	52.10	7.1	\$1.00	\$7.10
26	HOT PLANT MIX BITUMINOUS PAVEMENT (1/2" MAX)	TON	670	816.50	146.5	\$92.00	\$13,478.00
27	BASIC MANHOLE (72" DIA.)	EA	2	2.00	0	\$7,221.00	\$0.00
28	ADDITIONAL MANHOLE (72" DIA.)	VF	7	6.90	-0.1	\$395.00	(\$39.50)
29	BASIC MANHOLE (84" DIA.)	EA	1	1.00	0	\$11,550.00	\$0.00
30	ADDITIONAL MANHOLE (84" DIA.)	VF	3	2.10	-0.9	\$650.00	(\$585.00)
31	MANHOLE SURFACE PAD	EA	6	7.00	1	\$580.00	\$580.00
32	6" PVC C900 CLASS 165 DR25 WATER PIPE	LF	660	671.00	11	\$25.50	\$280.50
33	6" X 6" WET TAP	EA	1	1.00	0	\$2,588.00	\$0.00
34	6" FIRE HYDRANT	EA	1	1.00	0	\$3,445.00	\$0.00
35	6" MJ GATE VALVE	EA	5	5.00	0	\$1,313.00	\$0.00
36	6" X 6" X 6" MJ DI TEE	EA	2	3.00	1	\$442.00	\$442.00
37	GATE VALVE SURFACE PAD (EXTRAS)	EA	6	11.00	5	\$192.00	\$960.00
38	DISINFECT 6" DIAMETER PIPE - WATER LINE	LF	660	671.00	11	\$0.50	\$5.50
39	36" PVC STORM DRAIN - PS 46	LF	875	872.00	-3	\$109.75	(\$329.25)
40	24" PVC STORM DRAIN - PS 46	LF	8	28.00	20	\$214.50	\$4,290.00
41	15" PVC SDR 35	LF	50	37.00	-13	\$45.75	(\$594.75)
42	2.5' X 6.5' X 8' DEEP INLET BOX	EA	1	1.00	0	\$11,137.50	\$0.00
43	2.5' X 3' X 4.5" DEEP INLET BOX	EA	3	4.00	1	\$4,305.75	\$4,305.75
44	PLUG EXISTING 15" & 18" RCP STORM DRAIN	EA	3	4.00	1	\$177.00	\$177.00
45	4" SCHED 40 BURIED CONDUIT	LF	710	593.00	-117	\$12.00	(\$1,404.00)
46	RECONSTRUCT EXISTING MANHOLE WALL	EA	2	2.00	0	\$900.00	\$0.00
47	CURB & GUTTER	LF	280	473.00	193	\$24.00	\$4,632.00
48	DOUBLE GUTTER	LF	50	30.00	-20	\$22.00	(\$440.00)
49	4-INCH THICK SIDEWALK	SF	440	738.00	298	\$4.35	\$1,296.30
50	ALLEY APRON	SF	130	92.00	-38	\$6.00	(\$228.00)
51	WHEELCHAIR RAMP	EA	3	3.00	0	\$600.00	\$0.00
52	LOCAL DEPRESSION	EA	6	6.00	0	\$452.50	\$0.00
						RECONCILIATION AMT:	<u>(\$12,353.00)</u>

ACTUAL CONT. AMT: \$429,745.50
 RECONCILIATION AMT: (\$12,353.00)
 CHANGE ORDER #2: \$1,907.86
 APPVD. TOTAL CONTRACT: \$419,300.36

**Affidavit Acknowledging Payment to Materialmen,
Subcontractors, and Laborers**

(*Completed form is to accompany all requests to the Owner for progress payments
beginning with the second request)

Contractor: HARRIS TRUCKING & CONSTRUCTION CO

Owner: City of Cody, Wyoming

Project: 16TH STREET @ STAMPEDE STORM DRAIN & TREATED WATER EXTENSIONS

WHEREAS, the Contractor has been retained through contract by the Owner to furnish labor or materials for construction of the above-named Project, which is owned by the Owner; and

WHEREAS, Wyo. Stat. Ann. § 16-6-1001(a)(iv), as modified by Wyoming Executive Order 2011-2, requires the Contractor to provide the Owner with this affidavit before the Owner may issue a progress payment to the Contractor; and

WHEREAS, Executive Order 2011-2 requires that progress payments withheld by the Contractor due to a reasonable dispute between the Contractor and materialmen, subcontractors or laborers, regarding the quality of work performed, shall not be paid to the Contractor and shall be retained by the Owner in accordance with the guidelines addressing disputed final payment claims set forth in Wyo. Stat. Ann. § 16-6-117.

THEREFORE, I, Sterling Christler, hereby certify to the best of my knowledge, information, and belief, and on penalty of false swearing that:

- I am authorized to complete and sign this affidavit on the Contractor's behalf as the Contractor's Representative.
- Other than the reasonable disputes listed and described in this affidavit, all materialmen, subcontractors, and laborers have been paid according to their respective contracts for the work or services they performed, or materials they provided for the above-referenced contract through August 19, 2014 (the date of the most recent payment received by the Contractor from the Owner).
- The funds for the disputes described in this affidavit are not included in the current pay request submitted with this affidavit, and are not included in the total amount claimed in that pay request as work completed.

Disputes: (*If none, write "None." Attach additional pages as necessary.)

city copy

**CONTRACTOR'S AFFIDAVIT
OF
PROJECT PAYROLL REPORTING**

Pursuant to the provisions of Wyoming Statute 16-6-205,

HARRIS TRUCKING & CONSTRUCTION CO.
CONTRACTOR,

the contractor who performed the Contract for

16TH STREET @ STAMPEDE STORM DRAIN & TREATED WATER EXTENSIONS
PROJECT

for the benefit of

City of Cody, Wyoming
OWNER

does hereby swear and affirm that the attached project payroll report includes all persons employed by Contractors and Subcontractors in this project. CONTRACTOR further swears that all laborers employed and included in this payroll report were Wyoming laborers in accordance with Wyoming Statues, except as specifically identified otherwise. All project specific correspondence from or with the nearest Wyoming Workforce Center is also attached.

Dated this 15 day of September 2014.

[Signature]
BY: Sterling Christler

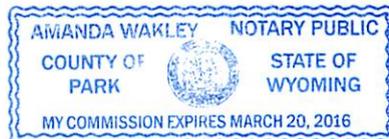
TITLE: General Manager

STATE OF WYOMING)
)ss
COUNTY OF PARK)

I, Amanda Wakley, a Notary Public in the aforesaid County, hereby certify that on the date written above, Sterling Christler personally known to me to be the person who signed the foregoing affidavit, appeared before me and affirmed that he/she signed the same as his/her free act and deed.

[Signature]
Notary Public

My Commission Expires: March 20, 2016



16th & Stampede

14023

Payroll List thru 09/15/14 - PE #4F

Roger Koontz

President

XXXX Carter Mountain Drive

Cody, WY 82414

Sterling Christler

General Manager

XXXX Newton Avenue

Cody, WY 82414

Wade Yates

Operator

XX Douglas Drive

Cody, WY 82414

Tony Jolovich

Truck Driver

XX Lane 17

Cody, WY 81414

Yanci Sabin

Operator / Laborer

XXXX Belknap Court

Cody, WY 82414

Kenny Reiter

Operator / Laborer

XXXX Coulter Street

Cody, WY 82414

MEETING DATE:	OCTOBER 7, 2014
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Authorization of an Indoor Shooting Range at 142 W. Yellowstone Avenue

ACTION TO BE TAKEN:

Authorize Wyoming Firearms Experience, LLC to operate an indoor shooting range at 142 W. Yellowstone Avenue (presently Tecumseh’s Trading Post).

PROJECT SUMMARY:

The City of Cody Code contains the following:

5-4-1: DISCHARGING GENERALLY:

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

The Wyoming Firearms Experience, LLC, represented by Paul Brock, has submitted a request for an indoor shooting range at 142 W. Yellowstone Avenue to be authorized by the governing body. In addition, they have submitted a Special Exemption application for the project, which is scheduled to be reviewed by the Planning and Zoning Board at their October 14, 2014 meeting. The Special Exemption is necessary because the use is not listed in the zoning ordinance. The Special Exemption review will also include a site plan review and parking analysis.

A preliminary floor plan for the remodeled building along with a project narrative and other background material provided by the applicant is attached. In brief, the facility would contain a concrete enclosed 8-lane shooting range, a wildlife display area, history of firearms exhibit, retail sales, instructional classroom, and storage. A vestibule area with observation windows would be located behind the shooter positions.

The ventilation system in concept is a recirculating ventilation system (as opposed to a once-through type system), that recirculates and filters the majority of the air (primarily for reducing heating/cooling costs), but also discharges some of the air to the outside after it has been filtered. HEPA (High-efficiency particulate absorption) filters would be used, which by definition filter at least 99.97% of airborne particles measuring 0.3 micrometers. This is adequate to filter lead (Pb) particulates and is considered a “best practice” for controlling air emissions from indoor gun ranges. The location of the ventilation and HVAC equipment is not shown on the floor plan, so it is presumed to be roof-mounted.

AGENDA ITEM NO. _____

The shooting range would be marketed towards tourists desiring to shoot replica vintage or modern guns, as well as local clubs and law enforcement. Supervision of the customers would be by qualified instructors. Ammunition sales and the rental of guns for use in the shooting gallery would be included activities.

The existing businesses of Bork's Guns and Our Place café would apparently remain in the buildings to each side of the Wyoming Firearms Experience. All three businesses are on the same parcel of land.

ANALYSIS

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

Noise:

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

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

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

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

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

The applicant proposes three conditions for operating the gun range (see attached), the first of which would set a maximum of 60 decibels at any receiving property line from 7 a.m. to 10 p.m., and 50 decibels from 10 p.m. to 7 a.m. It is noted that these are the typical maximum levels (largest guns/loads).

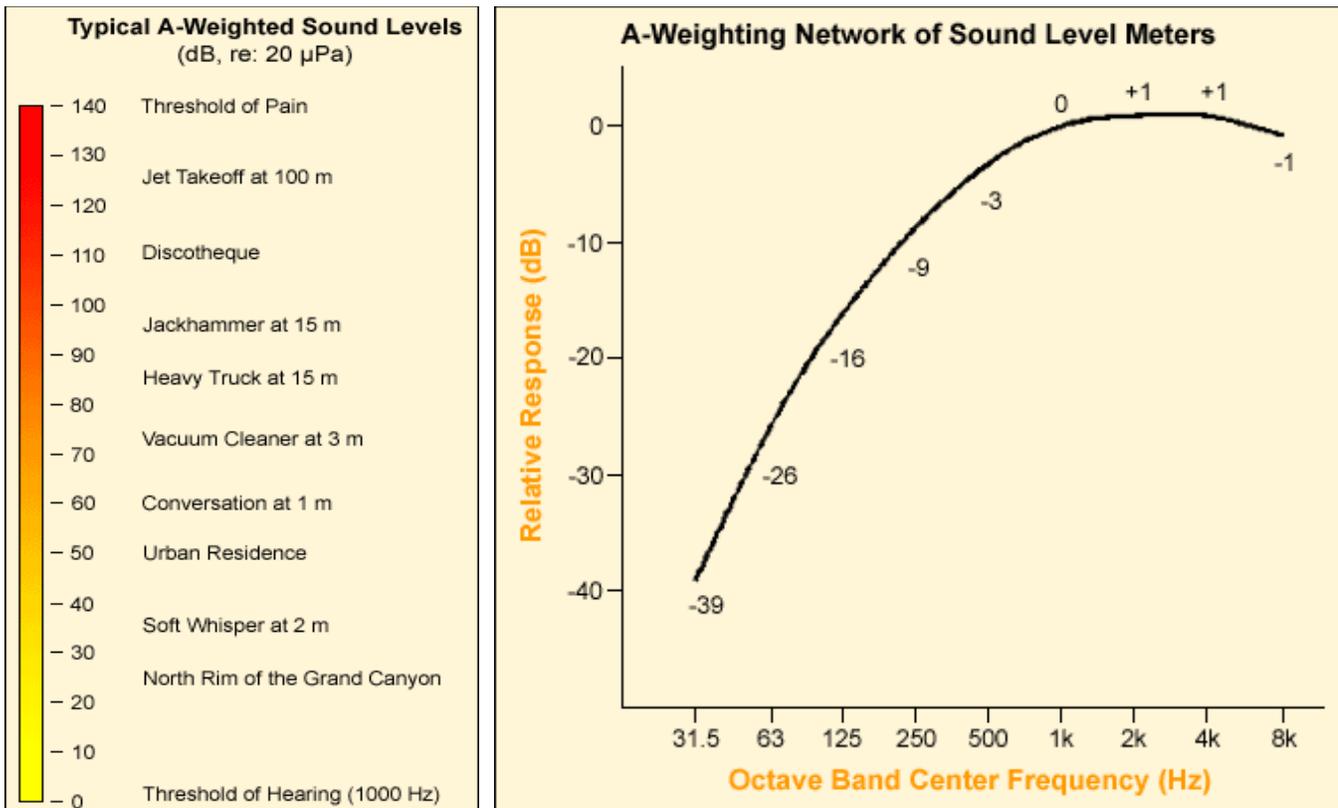
The property is in a commercial zoning district (D-3 General Business/Light Industrial). Staff's review of noise ordinances from well-known jurisdictions indicates that for general noise levels in a commercial area, a maximum average of 55 or 60 decibels during the day and 50 or 55 decibels at night were typical limitations. The levels proposed by the applicant are in line with those amounts. However, one of the

AGENDA ITEM NO. _____

primary arguments during the review of the downtown gun range proposal, was that sound from gunfire is unique and should have special consideration.

Due to the location of the current proposal, staff does not believe that a standard of not “plainly audible” is necessary, so we are left to deal in decibel levels. To ensure any discussion on decibels is interpreted correctly, a reviewer needs to understand the following principles:

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



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

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

5. There is a potential that when two or more identical sounds are produced simultaneously, those sound waves can combine and carry more readily—initially adding about three decibels, but also not decreasing as readily as a single source.
6. As a rough “rule of thumb” a sound that is at least 10 decibels less (approximately half as loud) than ambient sound levels will not be clearly audible.
7. Gunshot decibel levels and frequencies from one FBI funded test are shown below.

Firearm Caliber & Type (Typical)	SPL @ 1 meter Re 20 uPA	Peak Frequency (FFT)
.22 Pistol	146 dB	750 Hz
.38 Revolver	151 dB	500 Hz
.357 Magnum	155 dB	400 Hz
.30-06 Rifle	160 dB	250 Hz
.50 Cal Sniper	170 dB	75 Hz

Source: “An Introduction to Forensic Gunshot Acoustics, Nov. 3, 2011 Presentation, Steven D. Beck, BAE Systems”

Neighbor Sensitivity:

The existing neighboring land uses are as follows:

To North	Big Bear Motel, Fireworks store	D-3 zoning
To East	Vacant .97 acre lot	D-3 zoning
To South	South fork highway, Closest Residences approx. 400' away.	
To West	Rocky Mountain Power yard	D-3 zoning

The primary consideration for neighborhood noise compatibility would be the neighboring Big Bear motel, which is 90 to 100 feet from property line to property line, and about 225 feet from the gun range to the motel units. In addition, there is some concern that drivers passing by could hear gunfire if the noise levels are too high, potentially causing driver panic in some instances.

If the decibel level were set at 60 decibels at the property line of the gun range parcel, sound levels would be expected to be roughly 54 decibels at the Big Bear Motel property line (based on 45 feet from the gun range to the gun range property line, and 90 feet to cross the highway r/w). This level would be clearly audible at a level of soft conversation. At the motel unit closest to the gun range, sound level would be expected to be roughly 51 decibels, also clearly audible.

In analyzing the situation, staff does not believe that sound levels will be that high at the property line. If the lobby area of the gun range is at 80 decibels (OSHA regulatory threshold), outside the closed front door sound levels would be expected to be about 70 decibels or less. Using the rule of thumb of a 6 dB reduction for each doubling of distance from the wall of the building, sound levels would be down to about 48 decibels at the north property line. That would mean about 42 decibels at the Big Bear Motors property line, and about 39 decibels at the closest motel unit. Within that motel unit, sound from gunfire at the range would be expected to be in the 26-31 decibel range. According to the website “Engineering Toolbox”, the maximum recommended noise level in a bedroom is 30 decibels to avoid sleep disruption or annoyance. (Note that all of the above figures are estimates based on calculations, and can vary due to actual environment such as wind, temperature, humidity, materials, and sound frequency level.)

AGENDA ITEM NO. _____

Based on the above, the recommended sound limit at the north property line of the gun range parcel should be about 48-50 decibels.

Staff has not measured ambient sound levels in the area, but expects them to be in the 50-60 decibel range.

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

Air Pollution:

Lead pollution. According to information from the applicant’s ventilation consultant, shooting six million rounds per year in a facility using the HEPA filtration system contemplated would result in .0015 pounds (.024 ounces, or .68 grams) of lead being discharged into the outside air. Based on conversations with the state Clean Air Division, EPA and clean air emission standards would be met with the use of the HEPA filtration system. Admittedly, when inhaled the body absorbs as much as 70% of the lead, while lead is not nearly as readily absorbed through the skin, so airborne lead is more of a concern. However, the levels anticipated are extremely low. In comparison, one gallon of “unleaded” gasoline is limited to no more than .05 grams of lead per gallon by the EPA (EPA website, *Human Health and Lead*). Based on this amount, less than a tank of gas run through a vehicle could emit more lead to the outside air than the gun range operating a full year and firing 6 million rounds. The gun range is not anticipated to contribute significantly to background lead levels in the area.

FISCAL IMPACT

No direct impacts to the city budget are expected.

ATTACHMENTS

Preliminary floor plan and application materials.

ALTERNATIVES

Approve or deny the request. Applying conditions is an option.

RECOMMENDATION

If additional information or time is needed, the matter may be continued to obtain the information requested. Many of the general site plan items are intended to be reviewed with the Special Exemption application before the Planning and Zoning Board. Setting standards for noise and pollution control are recommended to be done by the governing body. Recommended conditions are as follows:

1. Noise Restrictions:
From 7 a.m. to 10 p.m., sound levels from the discharge of firearms within the facility shall not result in firearm noise exceeding 50 dBA at the north property line and 60 dBA at all other property lines of the existing parcel, for any amount of time. Between the hours of 10 p.m. and 7 a.m. firearm noise shall not exceed 50 dBA at any property line of the subject property. Any brief exceedance of these sound level thresholds due to a person opening the building’s exterior door to enter or exit shall not constitute a violation of these standards. Similarly, brief increased sound levels due to simultaneous gunshots shall not constitute a violation of these standards.

2. Prior to opening the facility to the public, the applicant must demonstrate compliance with the maximum sound level thresholds to the city. Verification must include the services of a qualified professional with calibrated certified equipment. Testing shall include the loudest firearm(s) to be shot at the facility. If ammunition sizes and/or loads need to be limited to comply with the required sound thresholds, signage indicated maximum ammunition sizes and/or loads shall be prominently posted within the facility.
3. The gun range shall be designed to contain all gunfire within the gun range. The gun range operator shall strictly control the use of ammunition within the facility so that the loads do not exceed design standards or result in sound level violations.
4. A HEPA filtration system must be used as contemplated, so that any air discharged from the shooting range is not discharged without HEPA filtration.
5. For safety purposes instructor to student ratios shall be consistent with national safety standards.

AGENDA & SUMMARY REPORT TO:

Paul Brock

Indoor Gun Range starts up again!

After several months of looking The Wyoming Firearms Experience has selected another location for its proposed indoor firearms range. They have secured an option to purchase the Tecumseh Trading Post property at 140 W. Yellowstone Ave. This business was sold earlier this year and the museum portion is in the process of being moved to California. That left the property available with a large empty building in the back.

General manager Paul Brock said "For months people have been asking me if we were trying to find another location. It was a long search, but we have found a building that suits our needs. We are excited for the possibilities that Tecumseh's offer us in opening the next generation firearms range." The approval process will take several months, including appearing before the City Council and Planning and Zoning. Current plans are to begin the process in October.

The primary focus of the new range will be for people to experience the West in a different way. They will have the opportunity to learn about the history of the area as well as the history of firearms, and then extend that experience to actually shooting the gun. For instance, they will tie muzzle loading rifles to the movie "Jeremiah Johnson", Old Trail Town and the Buffalo Bill Center of the West. The participant will then be guided to the range where they will shoot a replica of the gun that Johnson shot! Other examples will include the Colt revolver and the Winchester lever action rifle.

The business has identified three key and distinct audiences; tourists, hunters, and local shooters. The flow and focus will change from summer, to fall, to winter to address each audience. They have plans to work with local businesses and attractions for marketing as well as to partner on package deals. The range will compliment other existing businesses. Annual memberships will be available as well as walk in rentals. Classes will be offered including basic pistol, hunter safety, etc. Winter leagues will be formed for the local shooters.

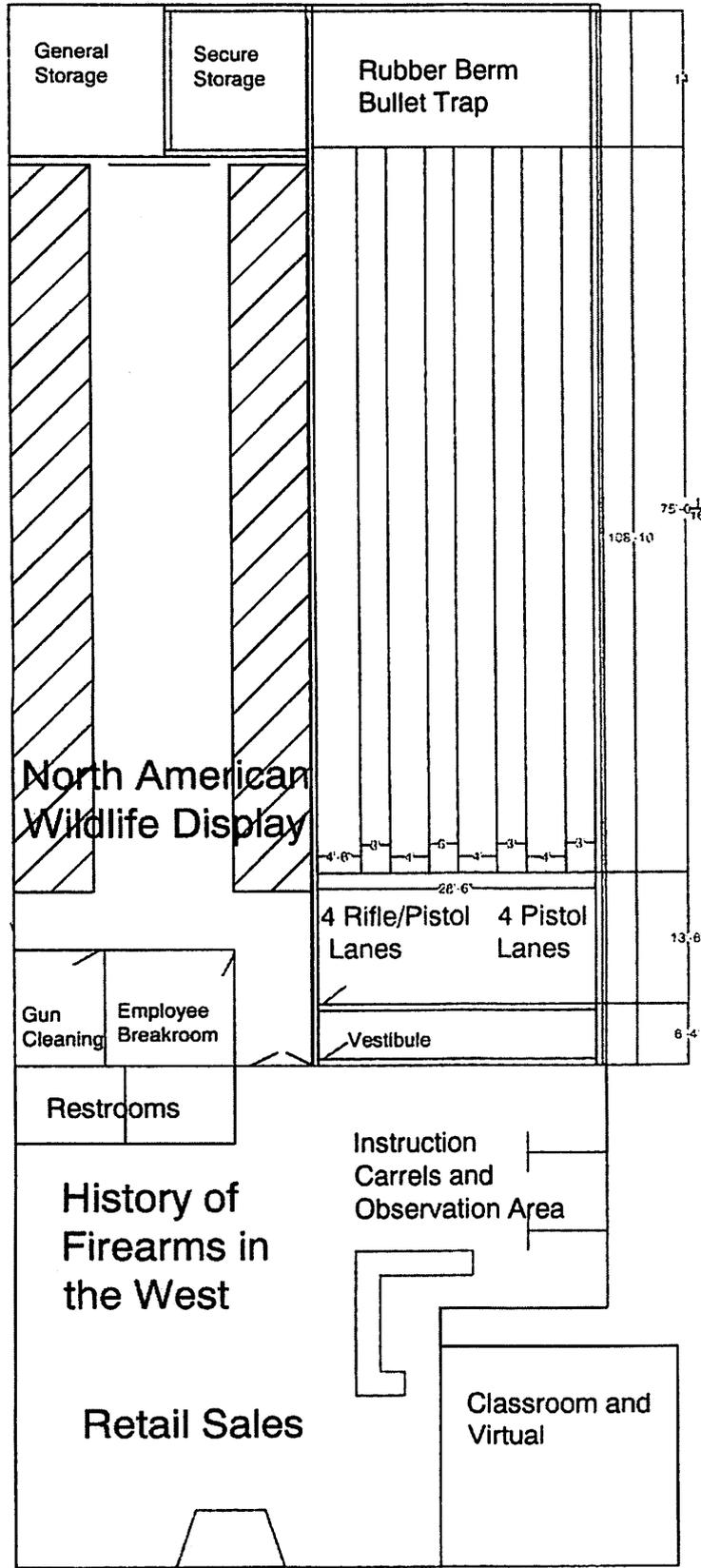
Architects and engineers will be working on the design in the next few months, focusing on the exterior look but also on the acoustical design. Brock stated "We want to be good neighbors. The noise level from the range will be less than the noise from the highway traffic". Initial sound tests have already been conducted. Action Targets of Provo Utah, one of the largest firms in the country, has been selected as the range equipment provider. CTA Architects has been chosen as the architectural lead and Groathouse Construction as the General Contractor. Current plans are to be open by May 1, 2015. For more information contact General Manager Paul Brock at paulb@tritel.net.

Wyoming Firearms Experience, Indoor Gun Range starts up again!

- Lots of people want to know where we are at
- Couldn't go anywhere in town without someone asking me if we were still working on the range
- Wanted to thank everyone for their encouragement
- Now we are back and ready to build the "Next Generation Indoor Range"
- Just came back from an Action Target indoor range conference in Utah
- Moving forward again, secured an option on another building this week
- New location out on the west strip, Tecumseh's Trading Post
- Location has an existing building large enough to house the new range (new concrete building built within the existing building) D-3 commercial zoning ,
- Pacific Power and a vacant lot are the only adjacent landowners, good separation from all businesses, highway separation from hotels and fireworks store
- Offers some great opportunities to partner with hotels to promote weekend packages especially during the winter and shoulder seasons. Can also partner with outfitters for hotel/range packages with hunters. Will attract foreign travelers as well.
- We have plans for promotional partnerships with the Cody Night Rodeo, and Old Trail Town,
- Local shooters will benefit too. Indoor practice, women's classes, 4H, annual memberships, self-defense and home protection training, Cowboy Action Shooters
- Have talked to adjacent property owners, good support for the range, we are working to address any concerns
- Does not have the same challenges as the downtown location
- Not wall to wall construction, no bar next door, no dairy warehouse close by
- Once again we will engineer the range to control the firearms noise at a reasonable level so as not to disturb neighboring businesses
- Working with a local Wyoming noise ordinance that establishes a reasonable standard
- Will control the noise from the firearms to match the Park County residential noise standard of a of 60dBA at the property line 7AM-10PM, and 50dBA 10PM-7AM, (60dBA is roughly equivalent to two people talking)
- Announcer at rodeo, trucks, motorcycles, and cars on highway are all louder
- 60dBA noise level is lower than the highway noise and will not affect hotel guests and daytime sleepers (daytime sleepers are normally placed at the back of the hotels in any event). Sound level lowers to 50dBA at night.
- Starting the business application process again. Will be back at the City Council and Planning and Zoning over the next two months.
- Excited to be moving again. This will be an asset for town. Great day for Cody.



10'7"



Recommended Conditions of Approval:

1. Noise Restrictions:

Sound levels from the discharge of firearms within the facility shall not result in firearm noise sound levels exceeding an average of 60 dBA at the receiving property line from 7AM until 10PM. Any temporary exceedance of these sound level thresholds due to a person opening a building's doors, etc. shall not constitute a violation of these standards. Noise levels from the discharge of firearms shall not exceed an average of 50dBA from 10PM until 7AM. (Residential level, Park County Appendix 21; Detailed Standard for Noise)

2. Compliance:

Prior to opening the facility to the public, the applicant must demonstrate compliance with these sound level thresholds to the city building official, city attorney, and city planner. For verification of compliance with the 60 dBA threshold the applicant must utilize the services of a qualified professional with calibrated certified equipment if any noise from the loudest gunfire is questionable to the identified city staff at the receiving property line.

3. Emissions:

A HEPA filtration system must be used so that any air discharged from the shooting range is not discharged without HEPA filtration.



Technical Bulletin No. 06-03

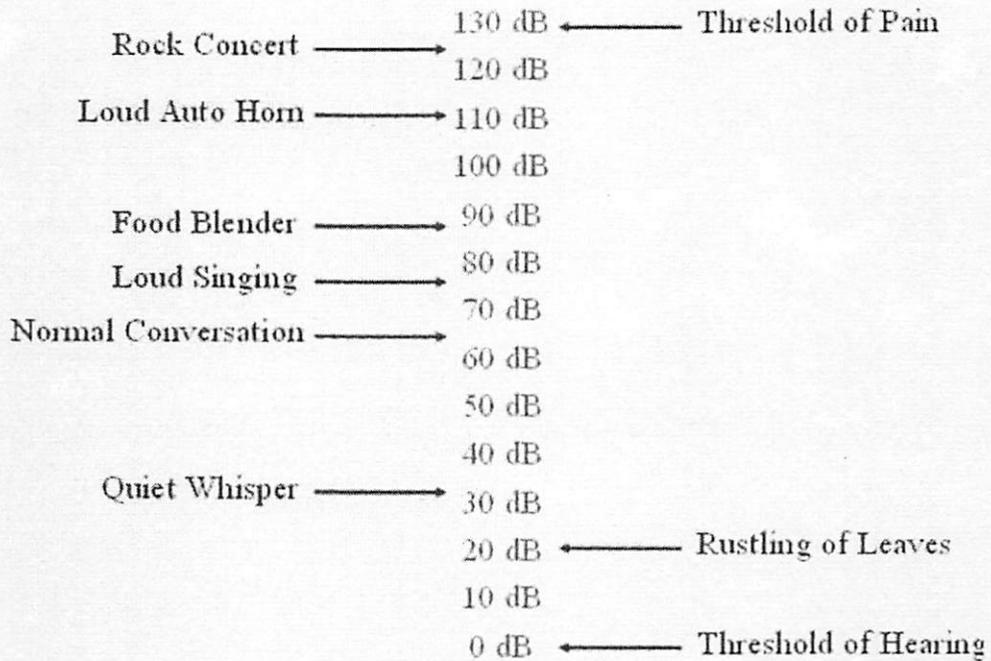
Technical APPLICATION Guide

Decibel Sound Level Scale

The decibel sound level scale is an arbitrary scale that ranges from 0 dB (threshold of hearing) to 130 dB (threshold of pain). The chart below shows where some common sounds fall on this dB scale. Audible alarms are available that have sound levels as soft as 55 dB at 2 feet and as loud as 110 dB at 2 feet.

Reference Sound Levels

(as if you were standing 2 feet from the sound source)



MEETING DATE: OCTOBER 7, 2014
DEPARTMENT: PUBLIC WORKS
PREPARED BY: STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT REPURCHASE AGREEMENT/BUYBACK AGREEMENT

ACTION:

Staff requests that the Mayor and Council authorize the Mayor to sign the attached Repurchase/Buyback Agreement with Honnen Equipment outlining the terms and conditions associated with the two year repurchase/buyback of the John Deere 524K.

SUMMARY:

At the August 5, 2014 Council meeting the Council awarded Bid 2014-09 for a new Front End Loader to Honnen Equipment. The Agenda Summary outlined the buyback program and the bid award was contingent on the 2 year buyback repurchase program. However, the attached agreement was not part of the Agenda Summary.

FISCAL IMPACT

The John Deere 524K Front End Loader was approved for purchase from Honnen Equipment under the following terms:

Bid:	\$120,275.00
Trade In:	\$ 45,000.00
2 Year Buyback Option:	\$120,000.00 assuming no more than 1000 hours of use and less cost of repairs if any are required.

ALTERNATIVES

1. Council can authorize the Mayor to sign the attached Repurchase/Buyback Agreement with Honnen Equipment outlining the terms and conditions associated with the two year repurchase/buyback of the John Deere 524K.
2. Deny authorization and we can keep the Loader for as long as we deem appropriate and hope for a good trade in value at that time.

RECOMMENDATION

Staff recommends that the Mayor and Council authorize the Mayor to sign the attached Repurchase/Buyback Agreement with Honnen Equipment outlining the terms and conditions associated with the two year repurchase/buyback of the John Deere 524K.

ATTACHMENTS

Repurchase/Buyback Agreement with Honnen Equipment

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____



HITACHI



GROVE



Repurchase / Buyback Agreement

Date: 9/25/2014

Agency: City of Cody, WY

Model: 524K Loader

Serial #: 1DW524KZJEE663641

Under this agreement, Honnen Equipment will repurchase the John Deere 524K from City of Cody, WY at the end of 2 years on 9/25/2016. The repurchase price will be in the sum of \$120,000 less any or all repairs needed and wear items as outlined below.

- (1) Total hours on the machine at the end of the term outlined above will not exceed 1000 hours. If the hours exceed 1000, City of Cody, WY will reimburse Honnen Equipment at the rate of \$25.28 per hour for all hours in excess of 1000.
- (2) City of Cody, WY agrees to maintain the equipment to manufacture's specifications, as found in the respective owner's manual provided with the machine. City of Cody, WY agrees to provide a record of the maintenance history, including oil samples, upon request at any time during this period.
- (3) Honnen Equipment reserves the right to inspect the machine and the service records at any time with reasonable notice to City of Cody, WY.
- (4) Ground engaging tools, all tires, etc. to be 50% or better, at the conclusion of above specified term.
- (5) All glass to be free of all defects including, but not limited to, cracked windows, worn hoses, etc. All lights are to be operational and exterior of the machine including, but not limited to, the cab, shall be free of dents and the paint to have reasonable appearance.
- (6) All major warranty work will be done at Honnen Equipment, Casper, WY location, unless otherwise noted and agreed upon as warranty claims arise. It will be the responsibility of City of Cody, WY to inform Honnen Equipment as soon as possible when warranty work is needed. In the event that a service call is required, there will be a charge for travel time and mileage, unless other arrangements can be made for the transport of the equipment to Honnen Equipment, Casper, WY location by City of Cody, WY.
- (7) Fire or rollover damage to the 524K voids the obligation of Honnen Equipment to repurchase the machine
- (8) Upon expiration of the warranty period, City of Cody, WY will be responsible for all repairs that otherwise would have been covered by warranty. Such work will be done by Honnen Equipment Service Department using genuine John Deere parts with parts and service labor charged to the account of City of Cody, WY.

Acceptance of above referenced terms and conditions is acknowledged by signature below:

Honnen Equipment

Signed: Tyler All

Title: TERRITORY MANAGER

Date: 9/29/14

City of Cody, WY

Signed: _____

Title: _____

Date: _____

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 / 31 / 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): 9/2/14 : 9/9/14

Hearing Date: 09 / 16 / 14

Local Licensing Number: _____

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

Through: 7 / 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>
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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?
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?
(d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith:

5. Does applicant have any interest or intent to acquire an interest in any other retail liquor license to be issued by this licensing authority? W.S. 12-4-103(b)

If "YES", explain:

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)

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)

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?
(b) Was your dispensing room for alcoholic and/or malt beverages in existence and open for consumption purposes prior to February 1, 1979?

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?
(b) Does the resort complex include a restaurant and a convention facility which will seat at least one hundred (100) persons?
(c) Does the resort complex include motel or hotel accommodations with at least one hundred (100) sleeping rooms?

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

- 11. (a) Do you self distribute your products?
(b) Do you distribute your products through an existing malt beverage wholesaler?

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?
(c) Has the fraternal organization been actively operating in at least thirty-six (36) states?
(d) Has the fraternal organization been actively in existence for at least twenty (20) years?

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?
(c) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?

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.)

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 ARKANSAS)
) ss.
COUNTY OF BENTON)

Before Me, Shawn J Woods (specify)
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for Benton County, State of Arkansas, personally appeared, Andrea Lazenby and Phyllis Harris, they being first duly sworn by me upon his oath, say that the facts alleged in the foregoing instrument are true.
(Seal)

Andrea Lazenby
Andrea Lazenby, Assistant Secretary
2. Phyllis Harris
Phyllis Harris, SVP

My Commission expires: 04/07/2024

Witness my hand and official seal
Shawn J Woods
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 04/07 07/29/2014

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). See Attachment 5
- (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). See Attachment 6

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.:		

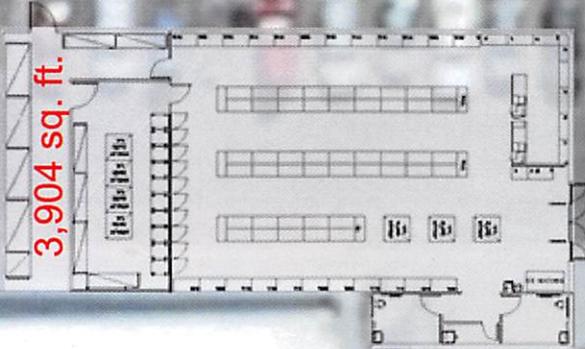
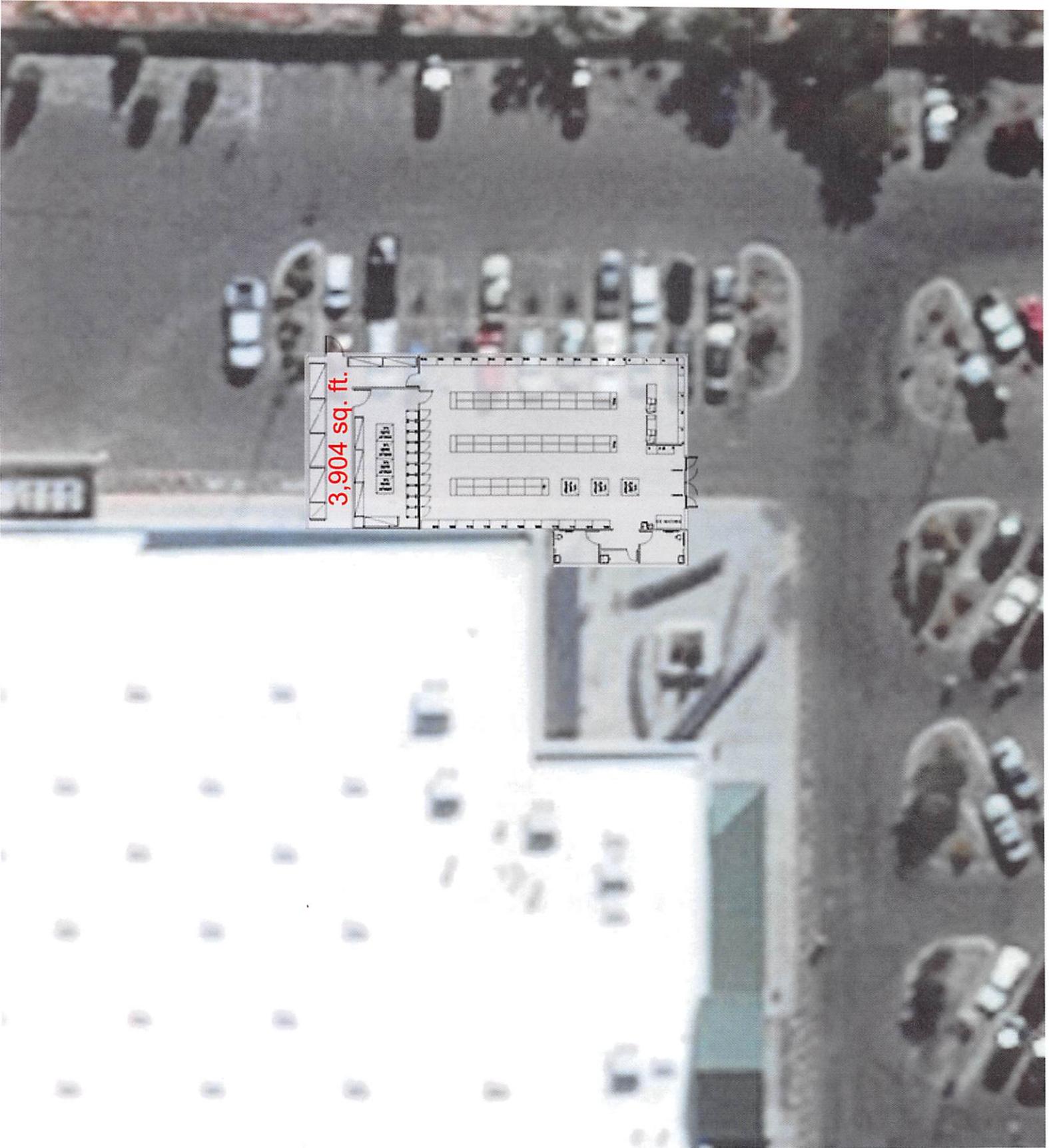
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- Attachment 1 – Drawings
- Attachment 2 – Legal Description
- Attachment 3 – Lease and Lease Agreement
- Attachment 4 – Stockholders
- Attachment 5 – Financial Information
- Attachment 6 – Authorization of Transfer
- Attachment 7 – John Dickson – 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

Wyoming, and is described as follows:

County of Park, State of

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 $\frac{1}{4}$ of 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

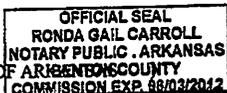
By: [Signature]
Name: Romona L. West
Title: Director, REIT Management

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.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands on the date first written above.

THE TENANT:
Wal-Mart Stores, Inc.

THE LANDLORD:
Wal-Mart Real Estate Business Trust

By: [Signature]
Name: Don Etheredge
Title: Sr. Director, WM Realty

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

ATTEST:

ATTEST:

By: [Signature]
Name: Heamer Clark
Title: Assistant Secretary

By: [Signature]
Name: Heamer Clark
Title: Assistant Secretary

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 30th day of March, 2009, by Romona L. West, of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of the business trust.

[Signature]
Notary Public

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

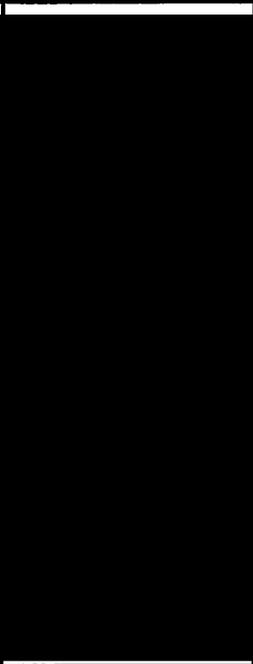
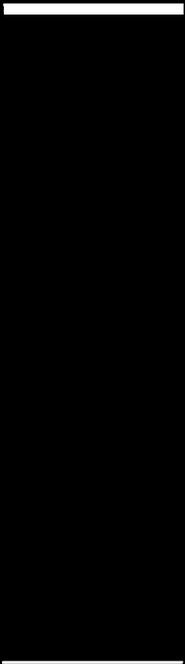
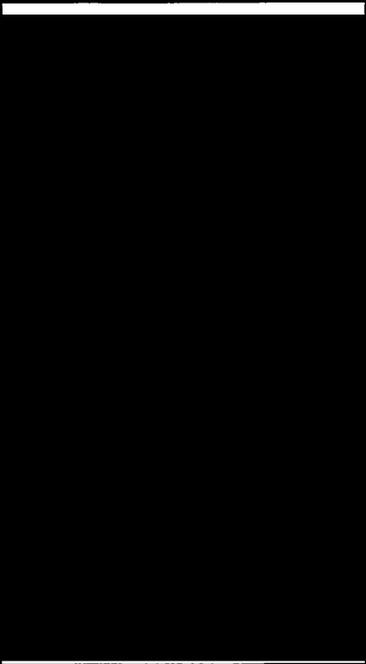
PATRICIA A. WILLIAMS
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES 9/13/2013

The foregoing instrument was acknowledged before me this 30th day of March, 2009, by Don Etheredge, of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public

PATRICIA A. WILLIAMS
NOTARY PUBLIC
BENTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES 9/13/2013

**ATTACHMENT 4
STOCKHOLDERS**

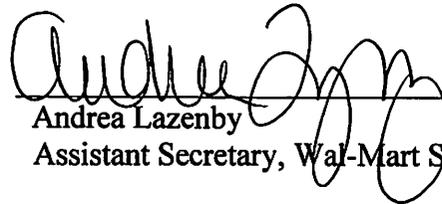
True and Correct Name	DOB	Residence Address No. & Street City, State & zip	Residence Phone Number	% of stock held	Have you ever been convicted of a felony	Have you been convicted of a violation relating to Alcoholic liquor or malt beverages
Doug McMillion (President & CEO)					No	No
Phyllis Harris (Sr. 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.

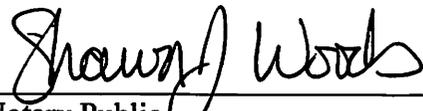


Andrea Lazenby
Assistant Secretary, Wal-Mart Stores, Inc.

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.



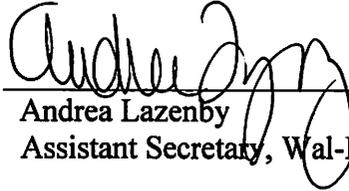
Notary Public

**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

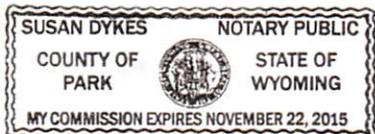
STATE OF WYOMING)
)
COUNTY OF PARK)

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: John Dickson

**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.