

REVISED

City of Cody City Council
AGENDA

Special Meeting 6:30 – Review September 1, 2015 Agenda

Tuesday, September 1, 2015 – 7:00 p.m.

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

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

Ice Cream Social – Concert in the Park – Band Shell Re-Dedication
Thursday – 9/3/15 - Ice Cream Social – 5:30 p.m. followed by Concert – 6:00 p.m.

1. Consent Calendar

All items under the consent calendar will be acted upon in one motion unless a Councilmember or member of the public requests that an individual item be taken up under Conduct of Business.

- a. Approval of Minutes: Regular Meeting Minutes from 8/18//15.
- b. Approve and authorize the Mayor to sign a grant application to Wyoming Department of Homeland Security for the State Homeland Security Grant Program of 2015 in the amount of \$18,450.00.
- c. Approve a request from Mark Landerman & Deb Simpson, Cody High School Football, for the closure of Beck Avenue between 8th and 9th Streets from 5:00 p.m. to 7:00 p.m. on September 18th, September 25th, October 9th, October 23rd, October 30th and November 6th for tailgate parties, with conditions outlines by staff.
- d. Approve a request from Mike Darby, Irma Hotel to close 12th Street between Sheridan Avenue and the Alley on Saturday, September 19th from 4:30 p.m. to 11:00 p.m. for a street dance in conjunction with the Boot Scot’n Boogie Event.
- e. Direct staff to install two (2) No Parking Signs on the Driveway Access/Fire Lane that is east and between 644 Alger and Highway 14/16/20 right-of-way.
- f. Authorize the Mayor to enter into and sign a Public Policy Services Engagement Agreement between the City of Cody, Park County, City of Powell, Town of Meeteetse and George K. Baum & Company for consulting services.

2. Public Comments: The City Council welcomes input from the public. In order for everyone to be heard, please limit your comments to five (5) minutes per person. The Guidelines for the Conduct of City Council Meetings do not allow action to be taken on public comments.

3. Public Hearing

4. Conduct of Business

a. Approve vouchers and payroll in the amount of \$654,151.87.

b. Consider authorizing the Mayor to enter into and sign a lease agreement between the City of Cody and Union Telephone Company.

Staff Reference: Rick Manchester, Parks, Public Facilities and Recreation Director

Spokesperson: Chris Manley or other spokesperson from Union Wireless

c. **RESOLUTION 2015-15.**

A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY, WY FOR THE PURPOSE OF THE WATER TREATMENT PLANT/FACILITIES UPGRADES

Staff Reference: Steve Payne, Public Works Director

d. **ORDINANCE 2015-08 – 3RD AND FINAL READING.**

AN ORDINANCE REZONING 720 ALLEN AVENUE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO GENERAL BUSINESS (D-2).

Staff Reference: Todd Stowell, City Planner

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

**City of Cody
Council Proceedings
Tuesday, August 18, 2015**

A Special Meeting was held at 6:30 to review the agenda. 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, August 18, 2015 at 7:00 p.m.

Present: Mayor Nancy Tia Brown , Council Members Donny Anderson, Karen Ballinger, Landon Greer, Jerry Fritz, Steve Miller and Stan Wolz, City Administrator Barry Cook, City Attorney Scott Kolpitzke, 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 Greer to approve the agenda as revised adding item “f” to consent calendar, increasing vouchers and payroll by \$5,900.00 and removing item “b” from conduct of business. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Greer to approve the consent calendar as amended including approval of Regular Meeting Minutes from 8/4/15; award Bid 2015-10 for (1) new 2016 1 Ton 4X4 Pickup w/Utility Body to Denny Menholt, of Cody, in the amount of \$42,593.00, less trade in value of \$4,600.00, for a total amount of \$37,993.00.; award Bid 2015-11 for (1) New 2016 ¾ Ton 4-Wheel Drive Pickup to Spradley Barr Motors Inc., in the amount of \$23,730.00; award Bid 2015-13 and authorize the Mayor to enter into and sign a contract and other construction related documents between the City of Cody and Trail Source LLC. for the Beck Lake Trails Construction contingent upon review and approval by the City Attorney and authorize the submission to the WY Recreational Trails Program and obligate the grant to include base bid and all alternate bids not to exceed \$53,128.48; authorize the Mayor to sign a letter to Black Hills Energy regarding the administration of the franchise fee; authorize issuing a Pawn Broker License to Bob Carter & Scott Weber dba GunRunner Firearms & Pawn located at 1131 12th Street. Vote was unanimous.

At 7:13 p.m. Mayor Brown entered into a public hearing to determine if it is in the public interest to consider the rezoning of 720 Allen Avenue located within the City of Cody from Residential “A” to General Business (D-2) with a development agreement in conjunction with this rezoning. Todd Stowell, City Planner provided background information as it pertains to this item. Harold Musser, Dale Schmoldt and Justin Ness spoke in reference to the zone change. After calling for comments three times and there being none further, at 7:50 p.m. the Mayor closed the public hearing.

Council Member Fritz made a motion seconded by Council Member Ballenger to approve vouchers and payroll in the amount of \$1,179,657.11. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

ORDINANCE 2015-08 – 2nd READING AS AMENDED.

AN ORDINANCE REZONING 720 ALLEN AVENUE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO GENERAL BUSINESS (D-2). Council Member Fritz made a motion seconded by Council Member Wolz to approve Ordinance 2015-08 on Second Reading as amended, contingent upon the approval of a development agreement between the Wild Sheep Foundation and the City of Cody. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:07 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

MEETING DATE: SEPTEMBER 1, 2015

DEPARTMENT: POLICE

PREPARED BY: PERRY ROCKVAM

POLICE CHIEF

DEPT. DIR. APPROVAL: _____

CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request to submit SHSP 2015 Grant Application

ACTION TO BE TAKEN:

Approve the Mayor to sign a grant application to be submitted to Wyoming Department of Homeland Security for the State Homeland Security Grant Program 2015 in the amount of \$18,450.00.

SUMMARY OF INFORMATION:

On December 2, 2013, the Cody Police Department received notification that Motorola had discontinued the Department's current portable radio, the XTS5000, and would only provide parts and service for this model until 2018. Therefore, it is necessary for replacement portables to be purchased. The Cody Police Department Officers rely on their portable radios to stay in direct contact with the Dispatch Center and each other in order to perform their daily duties as well as for Officer Safety. Functioning and current radios are necessary for the Officers to perform their job and due to the fact that Motorola will cease to support the currently utilized portable radios, it is critical that they be replaced.

It is the request of the Department to purchase an additional three (3) portable radios with 2015 Homeland Security funds which would give the department a total of 26 portable radios (21 Officers, 1 CEO, 4 Spares) that would continue to be supported and meet the long term goals of the department. Each portable Wyo Link compatible radio costs approximately \$6,150.00 giving a total amount requested for this project of \$18,450.00.

FISCAL IMPACT

If approved, there would be no impact on City funds.

ALTERNATIVES

1. Approve the Mayor to sign and submit the grant application
2. Deny the submission of the grant application

ATTACHMENTS

State Homeland Security Application 2015

AGENDA & SUMMARY REPORT TO:

Perry Rockvam 307-527-8724

AGENDA ITEM NO. _____



Wyoming Office of Homeland Security
State Homeland Security Program (SHSP)
Grant Project Application

Overview: The purpose of the 2015 State Homeland Security Program (SHSP) is to support local efforts to prevent and respond to terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The FY 2015 SHSP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This grant will fund a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas. 25% of grant funding will be used for law enforcement terrorism preparedness and prevention activities.

Instructions: This State Homeland Security Program (SHSP) Grant Project Application contains six sections. Only complete applications will be accepted. One project application per project, multiple projects can be submitted by a single jurisdiction. Prior to funds being expended, an entire project application must be submitted and approved. Completed project application(s) should be submitted via email to casi.crites@wyo.gov. Completion and/or submission of an application does not constitute guaranteed funding.

Objectives:

- NIMS (National Incident Management System)
- Regional Preparedness
- Communications Interoperability
- Risk and Gap Analysis
- IED/Terrorism Initiatives
- Public Information and Warning

Award and Application Information:

Eligible Applicants: Local units of government and Federally-recognized Tribal Governments.

Cost Share or Match: None

Performance Period: September 1, 2015-May 31, 2018 (36 months)

Application Submission Deadline: 9/15/2015 at 11:59:59 PM MST

Anticipated Funding Selection Date: 10/15/2015

Anticipated Award Date: 10/15/2015

Environmental and Historic Preservation (EHP) Requirement: As a Federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Recipients and subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. **Projects that are initiated without the required EHP review will not be funded.**

Review and Approval Process: The U.S Department of Homeland Security requires every state have a governance process to guide the allocation of federal DHS preparedness grant funds. Keeping with the guiding principles of governance for all DHS preparedness programs, grantees must coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government, including State, territorial, local, and tribal units of government. To accomplish this, the Wyoming Office of Homeland Security has established a unified Senior Advisory Committee (SAC).

Purpose

The Wyoming Office of Homeland Security Senior Advisory Committee (WOHSSAC) is solely an advisory committee. The WOHSSAC's purpose is to advise the state in becoming better able to prevent, protect, mitigate, respond, and recover from those threats and hazards posing greatest risk to Wyoming; to provide advice to WOHS in the development of related strategies and policies; to improve the homeland security department's coordination, internally within Wyoming Office of Homeland Security, externally state government, local jurisdictions, tribal governments, first responders, private and non-profit sectors, academia and research communities; to advise on available preparedness funding sources; to ensure the preparedness grant applications align with the state's THIRA; and to work to fill identified gaps.

Responsibilities

- A. Make recommendations to WOHS Director/SAA on projects to receive grant funding and funding levels for each project.
- B. Provide advice to WOHS regarding homeland security issues in the critical mission areas.
- C. Identify opportunities to meet stated goals and objectives and fill gaps.
- D. Participate in subcommittees and working groups as necessary to address emerging administrative, programmatic and operational issues related to homeland security grants
- E. Make recommendations to the Director/SAA in the selection of projects to receive grant funding and funding levels of each, should it become a competitive process.

1. Applicant Information

Agency Name: City of Cody

Type of Jurisdiction: Law Enforcement

If other, please describe: [Click here to enter text.](#)

Legal Jurisdiction Name if Different: City of Cody Police Department

Agency Point of Contact (to contact in regards to this application): Annalea Avery, Analyst

Telephone Number: 307-527-3468 Email Address: aavery@cityofcody.com

Date of Application: 8/19/2015

Alternate Agency Point of Contact (to contact in regards to this application): Jolene Brakke, Admin

Telephone Number: 307-5278723 Email Address: jbrakke@codypd.net

2. Eligibility Criteria

Does your jurisdiction have a current THIRA/SPR or did your agency participate in a jurisdictional THIRA/SPR?

Yes

No

Has your agency completed or adopted a current Emergency Operations Plan (EOP) dated within the last two years?

Yes

No

Has this agency participated in or completed a Training/Exercise/Planning (TEP) Plan?

Yes

No

Has your agency adopted and implemented the National Incident Management System (NIMS)?

Yes

No

3. Project Information

A. Project Title: Portable Wyo Link Compatible Radios

B. State Initiative: Select a State Initiative that applies to this project:

- National Incident Management System (NIMS) Compliance
 - Planning
 - Resources Management
 - Training
 - Exercise – Local
 - Exercise - State
- Regional Preparedness
 - Evacuation Plan
 - School Safety Preparedness Plan
 - COOP/COG Plan
 - Infrastructure Plan
 - Medical Response
 - CBRNE Activities
- Communications Interoperability
 - Tactical Interoperable Communication Plans
 - WyoLink Compatibility
 - Wyoming Communications Field Guide
 - Cyber Terrorism
- Risk and Gap Analysis
 - THIRA & SPR
- IED/Terrorism Initiatives
 - Bomb Teams
 - Intelligence and Information Sharing
- Public Information and Warning
 - Integrated Public Alert and Warning System (IPAWS)
 - Developing Social Media
 - Public Education

C. Capability Status: Select the current capability status.

- Building (activities that start a new capability or increase capability)
- Sustaining (activities that maintain a capability at its current level)

D. Project Description: Provide a detail description of the project. The description must include the scope of the project and how it supports the investment justification. Be specific. (Use additional sheets if necessary)

On December 2, 2013, the Cody Police Department received notification that Motorola had discontinued the Department's current portable radio, the XTS5000, and would only provide parts and service for this model until 2018. Therefore, it is necessary for replacement portables to be purchased. The Cody Police Department Officers rely on their portable radios to stay in direct contact with the Dispatch Center and each other in order to perform their daily duties as well as for Officer Safety. Functioning and current radios are necessary for the Officers to perform their job and due to the fact that Motorola will cease to support the currently utilized portable radios, it is critical that they be replaced.

The department consists of 21 sworn Officers and one (1) Code Enforcement Officer for a total of 22 radios. It has been our practice to have three (3) spare radios for backup/emergency purposes and it is the hope to add one more spare radio. Therefore, it is the request of the Department to purchase an additional three (3) portable radios with 2015 Homeland Security funds which would give the department a total of 26 portable radios (21 Officers, 1 CEO, 4 Spares) that would continue to be supported and meet the long term goals of the department. Each portable Wyo Link compatible radio costs approximately \$6,150.00 giving a total amount requested for this project of \$18,450.00.

E. Mission Area: (select all that apply)

Additional information regarding these Mission Areas can be found at: <http://www.fema.gov/mission-areas>

- Prevent
- Protect
- Respond
- Recover

F. Core Capability: (select all that apply for this project)

The Core Capabilities are outlined in the National Preparedness Goal which can be found at: <http://www.fema.gov/pdf/prepared/npg.pdf>. Additional information regarding the Core Capabilities can be found by going to <http://www.fema.gov/core-capabilities>. The Crosswalk of Target Capabilities can be located at <http://www.fema.gov/pdf/preparedcrosswalk.pdf>.

- | | | |
|--|--|--|
| <input type="checkbox"/> Planning | <input type="checkbox"/> Risk Mgmt. for Protection Programs & Activities | <input type="checkbox"/> Infrastructure Systems |
| <input checked="" type="checkbox"/> Public Information and Warning | <input type="checkbox"/> Supply Chain Integrity and Security | <input type="checkbox"/> Mass Care Services |
| <input checked="" type="checkbox"/> Operational Coordination | <input type="checkbox"/> Community Resilience | <input type="checkbox"/> Mass Search and Rescue Operations |
| <input type="checkbox"/> Forensics and Attribution | <input type="checkbox"/> Long-term Vulnerability Reduction | <input type="checkbox"/> On-scene Security and Protection |
| <input checked="" type="checkbox"/> Intelligence and Information Sharing | <input type="checkbox"/> Community Resilience | <input checked="" type="checkbox"/> Operational Communications |
| <input type="checkbox"/> Interdiction and Disruption | <input type="checkbox"/> Risk and Disaster Resilience Assessment | <input type="checkbox"/> Private & Public Services and Resources |
| <input type="checkbox"/> Screening, Search, and Detection | <input type="checkbox"/> Threats and Hazard Identification | <input type="checkbox"/> Public Health and Medical Services |
| <input type="checkbox"/> Access Control and Identity Verification | <input type="checkbox"/> Critical Transportation | <input type="checkbox"/> Situational Assessment |
| <input type="checkbox"/> Cybersecurity | <input checked="" type="checkbox"/> Environmental Response/Health & Safety | <input type="checkbox"/> Economic Recovery |
| <input type="checkbox"/> Physical Protective Measures | <input type="checkbox"/> Fatality Management Services | <input type="checkbox"/> Health and Social Services |
| | | <input type="checkbox"/> Housing |

G. Total dollar amount requested by solution area:

Planning: Click here to enter text.
 Organization: Click here to enter text.
 Equipment: \$18,450.00 (\$6,150.00/ea for 3 radios)
 Training: Click here to enter text.
 Exercise: Click here to enter text.

Total: \$18,450.00

4. Project Detail Section

A. Project Detail:

Project Title: Portable Wyo Link Compatible Radios

Project Location: Cody, WY

Start Date: 11/2/15

End Date: 12/31/15

Is any part of this proposed project a deployable asset? *(Identifies the availability and the utility of an asset to multiple jurisdictions, regions, and the Nation; provides information on mobility of assets in an area. An asset that is physically mobile and can be used anywhere in the United States and territories via Emergency Management Assistance Compacts (EMAC) or other mutual aid/assistance agreements)*

Yes

No

If yes, explain: This funding would be for portable radios that would be deployed to officer and is physically mobile

Is any part of this proposed project a shareable asset? *(Identifies the asset's ability to augment and sustain a reinforced response within a region. An asset that can be utilized as a local, state, regional, or national capability, but is not physically deployable (i.e., fusion centers)*

Yes

No

If yes, explain: [Click here to enter text.](#)

Does this project support a NIMS typed resource?

Yes

No

If yes, explain: The radios would support NIMS by enabling emergency management capabilities.

Project Status: Select One

NEW: Not Started

ONGOING: On Schedule

ONGOING: Behind Schedule

ONGOING: Ahead of Schedule

Project Management Step: Select One

- Initiate** *(The authorization to begin work or resume work on any particular activity.)*
- Plan** *(The purposes of establishing, at an early date, the parameters of the project that is going to be worked on as well as to try to delineate any specifics and/or any particularities to the project as a whole and/or any specific phases of the project.)*
- Execute** *(The period within the project lifecycle during which the actual work of creating the projects deliverable is carried out.)*
- Control** *(A mechanism which reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and tracking corrective action based on the results of the monitoring.)*
- Close Out** *(The completion of all work on the project. Can also refer to completion of a phase of the project.)*

B. Previously Awarded Investment:

Does this project support a previously awarded investment?

- Yes
- No

If yes, what previous year, investment name and last completed milestone? During previous SHSP 2013 Grant cycle the City of Cody has received funds to purchase wyo link compatible portable radios and assisted the City of Cody police department in ensuring that portable radio communication will continue to be supported.

C. Milestones:

Milestones – The grantee should submit at minimum of one (1) milestone for all projects. Milestones should represent a logical progression of the project to allow for realistic monitoring and management of grant funding. This attribute will function as a tool for measuring project progress in future reporting periods. Provide a high level narrative description of activities to occur within each milestone.

Milestone 1: Securing three additional portable Wyo link compatible radios would allow the department to meet their goal of obtaining all 26 necessary radios for each of the officers, CEO and 4 spare radios. These radios would continue to be supported and meet the long term goals of the department. The Cody Police Department Officers rely on their portable radios to stay in direct contact with the Dispatch Center and each other in order to perform their daily duties as well as for Officer Safety. Functioning and current radios are necessary for the Officers to perform their job and due to the fact that Motorola will cease to support the currently utilized portable radios, it is critical that they be replaced.

5. Budget Worksheets

A. Solution Area Budget Worksheets: Each solution area has an individual budget sheet. A budget sheet must be completed for each solution area your project applies to. If a solution area does not apply, just leave blank. An Excel template for Planning, Organization/M&A, Equipment, Training and Exercise has been provided with this application.

Please see attached budget worksheet.

If you have any questions, please feel free to contact the State Homeland Security Program Grant Manager Casi Crites at 307-777-5768 or casi.crites@wyo.gov

6. Approval of Project by Designated Point of Contact: The project application must be signed by the Designated Point of Contact. The Point of Contact must have been designated by the Authorized Representative.

Signature	Date
Mayor	City of Cody
Title	Agency/Jurisdiction

MEETING DATE: SEPTEMBER 1, 2015
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

**AGENDA ITEM SUMMARY REPORT
STREET CLOSURE REQUEST FOR CODY FOOTBALL TAILGATE PARTY**

ACTION:

Park County School District 6 requests that the Mayor and Council authorize the street closure of Beck Ave. between 8th and 9th during the hours of 5 PM to 7 PM on Fridays, September 18, September 25th, October 9th, October 23rd, October 30th and November 6th for tailgate parties to show support for the football team.

SUMMARY:

Cody Football/Park County School District 6 would like to utilize the street right-of-way of Beck Ave. between 8th and 9th Street on Friday, November 7th between 5:00 and 7:00 PM.. Tentative ideas are to formalize tailgate parties, ask the Army Recruiters to bring their climbing, have field goal kick and football toss events. The football team is hopeful that without having to contend with traffic and adding the activities listed above, along with other ideas that may develop; an energized atmosphere of excitement will develop.

This event would be similar to the closure for Homecoming and Senior Night. The applicant has previously provided proof of liability insurance for the events requested, but has indicated that they will do so.

CONDITIONS OUTLINED BY STAFF

Applicants will set up and take down the traffic barricades. The City Crew will however, have to supply the barricades, transport the barricades to the area and remove them after each event.

FISCAL IMPACT

There is minimal financial impact to the City as the applicants will put up and take down the traffic barricades. The City Crew will however, have to supply the barricades, transport the barricades to the area and remove them after each event.

ALTERNATIVES

1. Approve the request.
2. Deny the request.

RECOMMENDATION

Staff has no recommendation regarding the request. Any time a street normally open for traffic is closed with barricades there is exposure for accidents. With a formal street closure the area will be made more secure for activities that are to some extent already occurring without the benefit of closure barricades and signage. Staff would note that there were no incidents during the previous closures this year or past years for this event.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

mlanderman@park6.org
simpson@tritel.net

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council Mark Landerman / Deb Simpson
Organization Represented Cody High School Football
Date you wish to appear before the Council 9/1/15
Mailing Address m.landerman@park.k6.org Telephone 307-587-4251
E-Mail Address 1225 10th St, Cody, WY
Preferred form of contact: Telephone _____ E-Mail X
Names of all individuals who will speak on this topic Mark Landerman and/or Deb Simpson
Event Title (if applicable) Cody High School Football ~~Team~~ Pre-game Tailgates
Date(s) of Event (if applicable) 9/18/15, 9/25/15, 10/9/15, 10/23/15, 10/30/15, 11/6/15
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Requesting street closure on Beck Ave. between 8th St. & 9th St. from 4p.m - 7p.m for home football games on 9/18/15, 9/25/15, 10/9/15, 10/23/15. Also for possible playoff games on 10/30/15 & 11/6/15 if needed.
Which City employee(s) have you spoken to about this issue? Bernie Butler
Signature [Signature] Date 8/21/15

MEETING DATE:
DEPARTMENT: ADMIN
. PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: 9/1/15
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT

Street Closure and Street Dance

ACTION:

Consider a request from Mike Darby, Irma Hotel, to close 12th Street between Sheridan Avenue and the Alley (keeping alley open for traffic) on Saturday, September 19th from 4:30 p.m. to 11:00 p.m. for a street dance in conjunction with the Boot Scoot'n Boogie event.

BACKGROUND:

The event will consist of a live band, a street dance, and the Irma Hotel will be serving alcohol and food from their porch. There will be no alcohol served out on the street; however, alcohol will be consumed on the street within the secured area of the dance. Previously an Open Container Permit was approved for the Boot Scoot'n Boogie Event which would include the event if approved.

The band will be using sound equipment to amplify their sound and will stop playing by or at 11:00 p.m. The Irma would utilize the street barricades assigned to the Cody Gunfighter's Show to close 12th Street between Sheridan Avenue and the alley. Streets will be cleaned by the event organizers following the event. Trash will be picked up and collected by event organizers and disposed of properly following the event. The Irma has provided insurance previously to cover such events.

FISCAL IMPACT:

Fiscal impact, if any, will be minimal:

RECOMMENDATION:

Staff recommends that the street closure and street dance be approved.

ATTACHMENTS:

City of Cody Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Mike Darby -Irma Hotel - michaelstdarby@hotmail.com

AGENDA ITEM NO. _____

City of Cody Agenda Request Form

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Name of person to appear before the Council Mike Darby

Organization Represented Boot Scootin Boogie

Date you wish to appear before the Council Sept 1st, 2015

Mailing Address _____ Telephone 303 884 8725

E-Mail Address michaelsdarby@hotmail.com

Preferred form of contact: Telephone E-Mail

Names of all individuals who will speak on this topic Mike Darby

Event Title (if applicable) _____

Date(s) of Event (if applicable) Sat Sept 19, 2015

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) request 12th Street from Sheridan to the alley closed from 4:30 to 11pm for Street dance. Request consent agenda. Insurance has already been provided.

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

Signature Michael Darby Date 8/26/15

MEETING DATE:	SEPTEMBER 1, 2015
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

AGENDA ITEM SUMMARY REPORT

Establishing No Parking Signs on a Fire Lane

ACTION:

Direct staff to install two (2) No Parking Signs on the Driveway Access/Fire Lane that is east and between the old Bargain Box now identified as The Best Little Hair House & Dajavu (644 Alger Avenue) and the 14, 16, 20 Highway right-of-way.

BACKGROUND:

In the completion of City of Cody Site Plan reviews of Commercial Properties, the Fire Marshall is consulted. For certain projects with certain occupancy loads a Fire Lane is a requirement. The property at 1325 ½ 17th Street is an apartment complex that required said Fire Lane and the property is accessed from Alger Avenue and across the Driveway Access /Fire Lane identified above.

Over the years there have been challenges with people parking in the Fire Lane and blocking any access to the apartment complex. When the Police Department arrives to the Site to attempt to address the concerns they are unable to Cite the offending parties because the current "No Parking Signs" are not official City of Cody signs and the signs are located on private property.

If the Council directs the signs to be installed with official City of Cody Signs, the Police Department can cite the offending parties. Under normal circumstances, the Police Department can address concerns by just talking with the various parties, but in this case people parking in the driveway varies and it is not the same parties having the challenges.

ALTERNATIVES

1. Allow the situation to be resolved through the Court System as a Civil Case.
2. Direct staff to install two (2) No Parking Signs on the Driveway Access/Fire Lane that is east and between the old Bargain Box now identified as The Best Little Hair House & Dajavu (644 Alger Avenue) and the 14, 16, 20 Highway right-of-way.

RECOMMENDATION

Staff recommends that the Mayor and Council authorizes/directs staff to install two (2) No Parking Signs on the Driveway Access/Fire Lane that is east and between the old Bargain Box now identified as The Best Little Hair House & Dajavu (644 Alger Avenue) and the 14, 16, 20 Highway right-of-way and that the costs for the signs and the labor install the signage is paid for by the owners of The Best Little Hair House & Dajavu.

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

N/A

AGENDA ITEM NO. _____

PUBLIC POLICY SERVICES ENGAGEMENT AGREEMENT

This Public Policy Services Engagement Agreement (“Agreement”) is made this ___ day of _____, 2015, by and between **PARK COUNTY, CITY OF POWELL, CITY OF CODY AND TOWN OF MEETEETSE, WYOMING** (“Issuer”), and **GEORGE K. BAUM & COMPANY**, located at 1400 Wewatta Street, Suite 800 Denver, CO 80202 (“GKB”).

PURPOSE: The Issuer has identified a project, a General Purposed Sales & Use Tax (the “Project”), and desires to retain GKB to provide assistance in connection with the Issuer’s public policy efforts (“Public Policy Efforts”) regarding the Project. GKB’s consulting services in connection with the Public Policy Efforts will include preparation of a voter analysis, development of a mailing list, development of an information piece that will accompany a mail survey that includes factual information about the proposed Project, preparation of a mail survey (community opinion survey), assistance in the oversight of print and mail of the information piece and mail survey, data entry of mail survey results and analysis, presentation of mail survey results and recommendations.

GKB will attempt to utilize the services of Wyoming-based contractors for the services required for the Public Policy Efforts (printers, mail house, etc.) as deemed practical, and provided such services can be delivered on a timely and economical basis.

GKB initially will undertake the Public Policy Efforts for or on behalf of the Issuer and present relevant findings to the Issuer’s Board.

CONSIDERATION: Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

SPECIFIC PROVISIONS

The provisions of the above “Purpose” section shall be material and binding to this Agreement.

1. **GKB’s Obligations.** GKB shall provide the Issuer with the following consulting services for or related to the Issuer’s Public Policy Efforts:
 - A. Be available to the Issuer’s staff and Board, and its other agents, for consultation and conference at times and places mutually agreed upon.
 - B. Other related services:
 - ***Voter Analysis.*** Provide a detailed summary of likely voter turnout for a November 2016 and the demographics of the electorate based on historical voting records.
 - ***Mailing List.*** Prepare a list of active voter households who will receive the mail survey.
 - ***Public Information Piece.*** Assist with issue framing, messaging, copy writing and graphic design of a public information piece that will accompany the mail survey.

- **Mail Survey.** Develop mail survey to be sent to all active voter households. Oversee graphic design, printing and mailing of survey. Analyze and prepare summary of results and recommendations.
 - C. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring GKB to perform or provide any services which may constitute the practice of law.
 - D. It is expressly understood and agreed that this Agreement does not intend, and is not under any circumstances to be construed as requiring GKB to perform or provide any services to or on behalf of the Issuer which may constitute advocacy for or against any future ballot measure campaign.
 - E. It is expressly understood and agreed that, under this Agreement, GKB is acting as a consultant to the Issuer for Public Policy Efforts only, and is not providing the Issuer with any recommendation on the issuance of municipal securities.
 - F. It is expressly understood and agreed that GKB will not limit its work to the steps outlined herein, but will extend its services as necessary to ensure that all appropriate services for or related to the Public Policy Efforts for the Project are provided to or on behalf of the Issuer in a professional and satisfactory manner.
2. **Issuer's Obligations.** The Issuer's obligations shall include the following:
- A. Cooperate with GKB in the proper development of the Project and provide all pertinent information needed to support the Public Policy Efforts.
 - B. Pay GKB a fee of \$7,500 for its Public Policy Efforts.
 - C. The Issuer will be responsible for all expenses related to the Public Policy Efforts including but not limited to printing, mailing and postage of the mail survey.
3. **Term.** The term of this Agreement shall commence on September 7, 2015, and shall expire on February 29, 2016 except as terminated earlier pursuant to the provisions below.
4. **Termination.** The Issuer, at its sole discretion, may terminate this Agreement at any time by providing a written notice of termination to GKB. At the termination of this Agreement, the Issuer shall pay GKB such compensation earned to the date of such termination, which payment shall be in full satisfaction of all claims against the Issuer under this Agreement.
5. **No Advocacy Related Services.** The parties expressly understand and agree that this Agreement is not intended to and does not encompass or include any advocacy related services in connection with or related to any future ballot measure campaign. Accordingly, GKB will not provide any such advocacy services to or for the benefit of the Issuer under or pursuant to this Agreement.

6. **Additional Engagements.** During the Term of this Agreement, if the Issuer decides to consider or pursue other or additional financing, either for the Project or for other separate projects the Issuer identifies from time-to-time that are separate and apart from the Public Policy Efforts (“Additional Transactions”), the Issuer may engage GKB to act as its exclusive investment banker to provide underwriting, placement agent services for any of those Additional Transactions. The parties will execute separate written engagement agreements for each of any such Additional Transactions. Until such a separate additional agreement is in place, the parties understand and agree that GKB will not provide any advice or recommendations to the Issuer regarding any such Additional Transactions.
7. **Execution.** This Agreement may be executed in multiple counterparts and together such counterparts will be deemed an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Public Policy Services Engagement Agreement

IN WITNESS WHEREOF, the parties here have executed this Agreement the day and year first above written.

AGREED TO AND ACCEPTED:

GEORGE K. BAUM & COMPANY

By:

Printed Name: Paul Hanley

Title: Senior Vice President

PARK COUNTY, WYOMING

By: _____

Printed Name: _____

Title: _____

CITY OF POWELL, WYOMING

By: _____

Printed Name: _____

Title: _____

CITY OF CODY, WYOMING

By: _____

Printed Name: _____

Title: _____

TOWN OF MEETEETSE, WYOMING

By: _____

Printed Name: _____

Title: _____

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
813-NCPERS WYOMING								
125412								
	073115	PREMIUM	08/14/2015	400.00	400.00	08/14/2015		815
	Total 125412:			400.00	400.00			
ADVANCED INFO SYSTEMS								
129162								
	12469	CYCLE 1 OUTSOURCE BILLS	08/13/2015	396.88	396.88	09/02/2015		815
	12476	CYCLE 2 OUTSOURCE BILLS	08/21/2015	181.26	181.26	09/02/2015		815
	Total 129162:			578.14	578.14			
AIRMED CARE NETWORK								
130049								
	PC7458	Premiums	08/13/2015	165.00	165.00	08/14/2015		815
	Total 130049:			165.00	165.00			
AMERICAN FAMILY LIFE ASSUR								
550								
	073115	PREMIUM	08/14/2015	2,253.59	2,253.59	08/14/2015		815
	Total 550:			2,253.59	2,253.59			
BECK, KIM								
130554								
	20066039	REFUND UTILITY DEPOSIT	08/18/2015	181.60	181.60	09/02/2015		815
	Total 130554:			181.60	181.60			
BENTZ, HEATHER								
130552								
	15662625	REFUND UTILITY DEPOSIT	08/14/2015	54.98	54.98	09/02/2015		815
	Total 130552:			54.98	54.98			
BETTER BODY FITNESS								
127727								
	12757	FITNESS EQUIPMENT MAINT.	08/07/2015	2,099.00	2,099.00	09/02/2015		815
	12758	FITNESS EQUIPMENT MAINT.	08/07/2015	122.88	122.88	09/02/2015		815
	Total 127727:			2,221.88	2,221.88			
BIG HORN CINEMAS, INC								
1125								
	081915	FRIDAY AT THE MOVIES	08/19/2015	3,115.00	3,115.00	09/02/2015		815
	Total 1125:			3,115.00	3,115.00			
BLACK HILLS ENERGY								
130509								
	081915	UTILITIES	08/19/2015	18.26	18.26	09/02/2015		815
	081915	UTILITIES	08/19/2015	85.18	85.18	09/02/2015		815
	081915	UTILITIES	08/19/2015	83.96	83.96	09/02/2015		815
	081915	UTILITIES - REC CENTER	08/19/2015	1,696.96	1,696.96	09/02/2015		815
	081915	UTILITIES - REC CENTER	08/19/2015	5,090.89	5,090.89	09/02/2015		815
	081915	UTILITIES	08/19/2015	16.36	16.36	09/02/2015		815

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
081915	UTILITIES	08/19/2015	4.21	4.21	09/02/2015		815
081915	UTILITIES	08/19/2015	2.48	2.48	09/02/2015		815
081915	UTILITIES	08/19/2015	1.73	1.73	09/02/2015		815
081915	UTILITIES	08/19/2015	85.09	85.09	09/02/2015		815
081915	UTILITIES	08/19/2015	35.32	35.32	09/02/2015		815
081915	UTILITIES	08/19/2015	60.19	60.19	09/02/2015		815
081915	UTILITIES	08/19/2015	18.26	18.26	09/02/2015		815
Total 130509:			7,198.89	7,198.89			
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
081715	INSURANCE PREMIUMS	08/17/2015	114,287.04	114,287.04	09/02/2015		815
081715	INSURANCE PREMIUM - CREDI	08/17/2015	3,239.44	3,239.44	09/02/2015		815
081715	INSURANCE PREMIUMS	08/17/2015	2,252.76	2,252.76	09/02/2015		815
Total 1360:			113,300.36	113,300.36			
BORDER STATES INDUSTRIES, INC							
1420							
909836680	8TH ST PROJECT	08/17/2015	1,047.04	1,047.04	09/02/2015		815
909836680	SYSTEM UPGRADES	08/17/2015	785.28	785.28	09/02/2015		815
909867929	Meter F2S 1ph 240v C320 W De	08/21/2015	2,299.14	2,299.14	09/02/2015	MTR2SITR320WD	815
Total 1420:			4,131.46	4,131.46			
C & C WELDING							
1690							
18986	GARBAGE TRUCK ARM	07/20/2015	993.33	993.33	09/02/2015		815
Total 1690:			993.33	993.33			
CITY OF CODY							
2260							
082415	Utilities	08/24/2015	2,157.61	2,157.61	09/02/2015		815
082415	Utilities	08/24/2015	70.73	70.73	09/02/2015		815
082415	Utilities	08/24/2015	81.18	81.18	09/02/2015		815
082415	Utilities	08/24/2015	856.01	856.01	09/02/2015		815
082415	Utilities	08/24/2015	134.22	134.22	09/02/2015		815
082415	Utilities	08/24/2015	253.04	253.04	09/02/2015		815
082415	Utilities	08/24/2015	87.85	87.85	09/02/2015		815
082415	Utilities	08/24/2015	102.40	102.40	09/02/2015		815
082415	Utilities	08/24/2015	252.79	252.79	09/02/2015		815
082415	Utilities	08/24/2015	321.54	321.54	09/02/2015		815
082415	Utilities	08/24/2015	27.02	27.02	09/02/2015		815
082415	Utilities	08/24/2015	45.69	45.69	09/02/2015		815
082415	Utilities	08/24/2015	619.00	619.00	09/02/2015		815
082415	Utilities	08/24/2015	63.00	63.00	09/02/2015		815
082415	Utilities	08/24/2015	109.36	109.36	09/02/2015		815
082415	Utilities	08/24/2015	128.03	128.03	09/02/2015		815
082415	Utilities	08/24/2015	2,849.74	2,849.74	09/02/2015		815
082415	Utilities	08/24/2015	364.89	364.89	09/02/2015		815
082415	Utilities	08/24/2015	30.16	30.16	09/02/2015		815
082415	Utilities	08/24/2015	312.42	312.42	09/02/2015		815
082415	Utilities	08/24/2015	232.11	232.11	09/02/2015		815
082415	Utilities	08/24/2015	139.58	139.58	09/02/2015		815
082415	Utilities	08/24/2015	267.20	267.20	09/02/2015		815
082415	Utilities	08/24/2015	212.53	212.53	09/02/2015		815

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
082415	Utilities	08/24/2015	42.00	42.00	09/02/2015		815
082415	Utilities	08/24/2015	42.00	42.00	09/02/2015		815
082415	Utilities	08/24/2015	55.34	55.34	09/02/2015		815
082415	Utilities	08/24/2015	595.15	595.15	09/02/2015		815
082415	Utilities	08/24/2015	123.30	123.30	09/02/2015		815
082415	Utilities	08/24/2015	1,077.77	1,077.77	09/02/2015		815
082415	Utilities	08/24/2015	23.00	23.00	09/02/2015		815
082415	Utilities	08/24/2015	168.08	168.08	09/02/2015		815
082415	Utilities	08/24/2015	147.44	147.44	09/02/2015		815
082415	Utilities	08/24/2015	29.94	29.94	09/02/2015		815
082415	Utilities	08/24/2015	101.28	101.28	09/02/2015		815
082415	Utilities	08/24/2015	63.00	63.00	09/02/2015		815
082415	Utilities	08/24/2015	186.26	186.26	09/02/2015		815
082415	Utilities	08/24/2015	959.64	959.64	09/02/2015		815
082415	Utilities	08/24/2015	121.73	121.73	09/02/2015		815
082415	Utilities	08/24/2015	522.60	522.60	09/02/2015		815
082415	Utilities	08/24/2015	25.60	25.60	09/02/2015		815
082415	Utilities	08/24/2015	63.00	63.00	09/02/2015		815
082415	Utilities	08/24/2015	30.54	30.54	09/02/2015		815
082415	Utilities	08/24/2015	825.64	825.64	09/02/2015		815
082415	Utilities	08/24/2015	319.67	319.67	09/02/2015		815
082415	Utilities	08/24/2015	10.50	10.50	09/02/2015		815
082415	Utilities	08/24/2015	109.32	109.32	09/02/2015		815
082415	Utilities	08/24/2015	68.56	68.56	09/02/2015		815
082415	Utilities	08/24/2015	3,259.51	3,259.51	09/02/2015		815
082415	Utilities	08/24/2015	9,778.54	9,778.54	09/02/2015		815
082415	Utilities	08/24/2015	1,150.84	1,150.84	09/02/2015		815
082415	Utilities	08/24/2015	296.43	296.43	09/02/2015		815
082415	Utilities	08/24/2015	174.37	174.37	09/02/2015		815
082415	Utilities	08/24/2015	122.06	122.06	09/02/2015		815
082415	Utilities	08/24/2015	30.76	30.76	09/02/2015		815
082415	Utilities	08/24/2015	389.07	389.07	09/02/2015		815
082415	Utilities	08/24/2015	68.98	68.98	09/02/2015		815
082415	Utilities	08/24/2015	50.15	50.15	09/02/2015		815
082415	Utilities	08/24/2015	29.94	29.94	09/02/2015		815
082415	Utilities	08/24/2015	191.46	191.46	09/02/2015		815
082415	Utilities	08/24/2015	31.43	31.43	09/02/2015		815
082415	Utilities	08/24/2015	30.46	30.46	09/02/2015		815
082415	Utilities	08/24/2015	8,149.67	8,149.67	09/02/2015		815
082415	Utilities	08/24/2015	1,559.80	1,559.80	09/02/2015		815
082415	Utilities	08/24/2015	136.61	136.61	09/02/2015		815
082415	Utilities	08/24/2015	277.86	277.86	09/02/2015		815
082415	Utilities	08/24/2015	488.23	488.23	09/02/2015		815
082415	Utilities	08/24/2015	39.00	39.00	09/02/2015		815
082415	Utilities	08/24/2015	75.28	75.28	09/02/2015		815
082415	Utilities	08/24/2015	206.53	206.53	09/02/2015		815
082415	Utilities	08/24/2015	149.85	149.85	09/02/2015		815
082415	Utilities	08/24/2015	5,798.41	5,798.41	09/02/2015		815
082415	Utilities	08/24/2015	143.74	143.74	09/02/2015		815
082415	Utilities	08/24/2015	10,623.72	10,623.72	09/02/2015		815
082415	Utilities	08/24/2015	151.87	151.87	09/02/2015		815
082415	Utilities	08/24/2015	358.15	358.15	09/02/2015		815
082415	Utilities	08/24/2015	29.94	29.94	09/02/2015		815
082415	Utilities	08/24/2015	29.94	29.94	09/02/2015		815
082415	Utilities	08/24/2015	43.16	43.16	09/02/2015		815
082415	Utilities	08/24/2015	5,836.71	5,836.71	09/02/2015		815
082415	Utilities	08/24/2015	121.94	121.94	09/02/2015		815

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 2260:			65,253.87	65,253.87			
CMS CONSULTING							
130054							
081915	LEAD SOUND TECH 8/6/15, 8/13	08/19/2015	200.00	200.00	09/02/2015		815
Total 130054:			200.00	200.00			
CODY ROTARY CLUB							
2765							
081815	ROTARY DUES - RICK MANCHE	08/18/2015	117.25	117.25	09/02/2015		815
081815	ROTARY DUES - RICK MANCHE	08/18/2015	117.25	117.25	09/02/2015		815
Total 2765:			234.50	234.50			
CODY STAMPEDE PARADE COMMITTEE							
127050							
081415	COMMUNITY FUNDING ALLOCA	08/14/2015	2,800.00	2,800.00	09/02/2015		815
Total 127050:			2,800.00	2,800.00			
DABEL, GREG							
130555							
4059037	REFUND UTILITY DEPOSIT	08/17/2015	26.14	26.14	09/02/2015		815
Total 130555:			26.14	26.14			
DUNN, AARON							
130553							
14072050	REFUND UTILITY DEPOSIT	08/14/2015	29.00	29.00	09/02/2015		815
Total 130553:			29.00	29.00			
FORWARD CODY WYOMING, INC							
127450							
081415	COMMUNITY FUNDING ALLOCA	08/14/2015	6,250.00	6,250.00	09/02/2015		815
Total 127450:			6,250.00	6,250.00			
GDA ENGINEERS							
4620							
00001	SURVEY MONUMENT	08/20/2015	353.94	353.94	09/02/2015		815
Total 4620:			353.94	353.94			
GOOGLE, INC.							
129148							
200255790	COMPUTER SUPPORT SERVIC	08/19/2015	1,947.00	1,947.00	09/02/2015		815
Total 129148:			1,947.00	1,947.00			
GROW, EVAN AND/OR KATLYN							
130556							
14170028	REFUND UTILITY DEPOSIT	08/17/2015	81.59	81.59	09/02/2015		815
Total 130556:			81.59	81.59			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
GUNTER, DAWN							
130564							
082015	WITNESS FEES FOR MC-1501-0	08/20/2015	5.00	5.00	09/02/2015		815
Total 130564:			5.00	5.00			
HARRIS TRUCKING & CONST. CO							
4780							
126718	BAND SHELL DANCE FLOOR	08/10/2015	1,678.58	1,678.58	09/02/2015		815
126758	8TH ST TIE LINE PROJECT	08/17/2015	4,560.00	4,560.00	09/02/2015		815
Total 4780:			6,238.58	6,238.58			
HART, TIM							
130557							
6008012	REFUND UTILITY DEPOSIT	08/17/2015	127.66	127.66	09/02/2015		815
Total 130557:			127.66	127.66			
HD SUPPLY POWER SOLUTIONS, LTD							
6730							
2929206-00	CT 600:5 600V	08/10/2015	437.50	437.50	09/02/2015	CT600TO56KV	815
2929206-01	CT, 100:5, .6 KV	08/19/2015	262.50	262.50	09/02/2015	CT100TO56KV	815
2929206-01	CT 200:5 600V	08/19/2015	525.00	525.00	09/02/2015	CT200TO56KV	815
2937561-01	SYSTEM UPGRADES	08/17/2015	287.22	287.22	09/02/2015		815
2937569-01	SYSTEM UPGRADES	08/10/2015	1,484.92	1,484.92	09/02/2015		815
2937569-02	SYSTEM UPGRADES	08/10/2015	891.77	891.77	09/02/2015		815
2951236-00	SKYLINE DR IV PROJECT	08/10/2015	2,347.76	2,347.76	09/02/2015		815
Total 6730:			6,236.67	6,236.67			
HOLSO, CONNIE							
130560							
376697	REC CENTER REFUND	08/18/2015	27.50	27.50	09/02/2015		815
Total 130560:			27.50	27.50			
J & J CONSTRUCTION LLC							
130254							
261	8TH ST RESURFACE PROJECT	08/20/2015	27,437.00	27,437.00	09/02/2015		815
Total 130254:			27,437.00	27,437.00			
KILBY, KEVIN							
130537							
13.2070.52	REFUND CREDIT BALANCE	08/12/2015	7.77	7.77	09/02/2015		815
Total 130537:			7.77	7.77			
KRISJANSONS & MILES PC							
129971							
081415	PROFESSIONAL FEES	08/14/2015	266.45	266.45	09/02/2015		815
Total 129971:			266.45	266.45			
LEWIS, BRANDON							
130558							
13396522	REFUND UTILITY DEPOSIT	08/17/2015	104.07	104.07	09/02/2015		815

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 130558:			104.07	104.07			
MARRIER, TIMOTHY							
130550							
081115	SOUND TECH TRAINING	08/11/2015	50.00	50.00	09/02/2015		815
Total 130550:			50.00	50.00			
MCFARLAND CASCADE							
6480							
UMI-0016299	Pole, class 4, 45'	08/10/2015	2,955.00	2,955.00	09/02/2015	PL45WD	815
UMI-0016299	Pole, class 4, 45'	08/10/2015	11,820.00	11,820.00	09/02/2015	PL45WD	815
Total 6480:			14,775.00	14,775.00			
MILES, SARAH N.							
130565							
082015	WITNESS FEES FOR MC-1507-0	08/20/2015	5.00	5.00	09/02/2015		815
Total 130565:			5.00	5.00			
NICKLES, MONTGOMERY W							
129131							
081115	SOUND TECH (4 CONCERTS IN	08/11/2015	400.00	400.00	09/02/2015		815
Total 129131:			400.00	400.00			
OFFICIAL COURT RECORD, LLC							
130567							
2133012	REFUND UTILITY DEPOSIT	08/24/2015	500.00	500.00	09/02/2015		815
Total 130567:			500.00	500.00			
OSBURN, JOSH AND/OR							
130563							
13148521	REFUND UTILITY DEPOSIT	08/21/2015	265.91	265.91	09/02/2015		815
Total 130563:			265.91	265.91			
PAVEMENT MAINTENANCE INC							
7825							
15-143	STRIPING - SCHOOLS & REC	08/13/2015	600.00	600.00	09/02/2015		815
Total 7825:			600.00	600.00			
PROVIDENT LIFE & ACCIDENT INS							
128033							
073115	PREMIUMS	08/13/2014	183.44	183.44	08/14/2015		815
Total 128033:			183.44	183.44			
QUALITY ASPHALT PAVING, INC							
125010							
1483	ASPHALT LAY DOWN	07/28/2015	3,549.25	3,549.25	09/02/2015		815
Total 125010:			3,549.25	3,549.25			

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
R & A SAFETY								
127690								
	2647	RANDOM TESTING	08/10/2015	30.00	30.00	09/02/2015		815
	2647	RANDOM TESTING	08/10/2015	120.00	120.00	09/02/2015		815
	Total 127690:			150.00	150.00			
ROCKY MOUNTAIN POWER								
7570								
	081815	UTILITIES	08/18/2015	27.57	27.57	09/02/2015		815
	081815	UTILITIES	08/18/2015	353.43	353.43	09/02/2015		815
	Total 7570:			381.00	381.00			
ROSS, SUSAN								
130551								
	081115	CUPCAKE CREATIONS	08/11/2015	222.25	222.25	09/02/2015		815
	Total 130551:			222.25	222.25			
SMALL, BILLY R								
130561								
	14139023	REFUND UTILITY DEPOSIT	08/19/2015	24.83	24.83	09/02/2015		815
	Total 130561:			24.83	24.83			
UNUM LIFE INS - LTD								
127843								
	080115	LONG TERM DISABILITY - PRE	08/14/2015	2,941.00	2,941.00	08/14/2015		815
	Total 127843:			2,941.00	2,941.00			
UNUM LIFE INSURANCE - LIFE								
127935								
	080115	PREMIUM	08/13/2015	1,854.80	1,854.80	08/14/2015		815
	Total 127935:			1,854.80	1,854.80			
WALLACE, CHRIS								
129463								
	082015	WITNESS FEES FOR MC-1501-0	08/20/2015	5.00	5.00	09/02/2015		815
	Total 129463:			5.00	5.00			
WAMCAT TREASURER								
129087								
	2015-2016	WAMCAT DUES (3), BAKER, AV	08/13/2015	195.00	195.00	09/02/2015		815
	Total 129087:			195.00	195.00			
WESTERN UNITED ELECTRIC SUPPLY								
10605								
	4069741	4" SCHEDULE 40 SDR11 GRAY	08/21/2015	3,220.00	3,220.00	09/02/2015	CONDUCT4	815
	4069741	6" SCHEDULE 40 SDR11 DUCT	08/21/2015	3,840.00	3,840.00	09/02/2015	CONDUCT6	815
	Total 10605:			7,060.00	7,060.00			

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
WILCOXSON'S								
130566								
	082015	ICE CREAM SOCIAL	08/20/2015	249.75	249.75	09/02/2015		815
	Total 130566:			249.75	249.75			
WYOMING DEPARTMENT OF WORKFORCE SERVICES								
10670								
	073115	CONTRIBUTIONS	08/13/2015	12,380.84	12,380.84	08/14/2015		815
	073115	VOLUNTEERS	08/13/2015	7.79	7.79	08/14/2015		815
	073115	COMMUNITY SERVICE	08/13/2015	3.90	3.90	08/14/2015		815
	073115	credit	08/13/2015	2.76-	2.76-	08/14/2015		815
	Total 10670:			12,389.77	12,389.77			
10810								
	063015	2nd QRT UNEMPLOYMENT	08/13/2015	826.08	826.08	08/14/2015		815
	Total 10810:			826.08	826.08			
WYOMING RETIREMENT SYSTEM								
10950								
	073115	CONTRIBUTIONS -	08/13/2015	118,257.14	118,257.14	08/14/2015		815
	Total 10950:			118,257.14	118,257.14			
WYOMING WINDOW CLEANING								
130562								
	081015	WINDOW CLEANING REC CENT	08/10/2015	60.00	60.00	09/02/2015		815
	Total 130562:			60.00	60.00			
	Grand Totals:			417,166.19	417,166.19			

8/26/15 Payroll \$236,985.68

GRAND TOTAL \$654,151.87

Report Criteria:

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

COMMUNICATION SITE LEASE
CODY RECERATION CENTER ROOFTOP

LEASE REFERENCE NO.:

To Be Assigned

LEASE TYPE:

[For: Communications Site, Ingress/Egress, & Utility Easements, etc.]

PROPERTY OWNER:

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

SITE DEVELOPMENT:

Christopher Manley
P.O. Box 160
Mountain View, WY 82939
p. 307.782.4286
c. 307.702.4286

cmanley@unionwireless.com

COMMUNICATION SITE LEASE

THIS COMMUNICATION SITE LEASE is made and entered into this ___ day of _____, 2015, by and between **CITY OF CODY**, of P.O. Box 2200, Cody, Wyoming 82414, herein called "Lessor", and **UNION TELEPHONE COMPANY**, a Wyoming corporation, of P.O. Box 160, Mountain View, Wyoming 82939 herein called "Lessee".

WITNESSETH:

WHEREAS, Lessor owns real property being a portion of the roof space located at 1400, 1402 & 1500 Jack Skates Parkway, Cody, Wyoming, PIDN 05530107943038 more particularly described in Exhibit "A"; and A PT. LOT 5, BLK 16 SEC. 32 T53 R101 6th pm City of Cody, Park County, Wyoming.

WHEREAS, Lessee is authorized by the Federal Communication Commission to provide Commercial Mobile Radio Services (CMRS) to the public in Park County, Wyoming; and

WHEREAS, Lessee has an interest in leasing the Property for use as a communications site for wireless communications; and

WHEREAS, Lessee's placement of communication facilities on the above-described site may provide improved cellular communication coverage and service to the public; and

WHEREAS, Lessee desires to lease building space described in Exhibit "A" and associated ingress and egress and utility easements from Lessor, and Lessor is willing to lease such space to Lessee;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

LEASE

1. The Leased Premises.

This Lease shall commence on the date set forth in Lessee's written Notification to Lessor ("Anniversary Date").

- (a) For and in consideration of the payment of the rentals and the performance of the covenants, conditions and promises hereinafter set forth to be performed by Lessee, Lessor, as owner of the real property described in Exhibit "A" ("Property") leases to Union Telephone Company a portion of the real property described in Exhibit "A", including:

- Building rooftop space consisting of approximately 144 square feet upon which Lessee will construct its cable racking, cables and antennas;
 - Building interior space consisting of approximately _____ square feet;
 - Building rooftop space consisting of approximately 144 square feet for which Lessee will construct its cable racking and cables, electric service panel, and for attachment of antennas;
 - Building rooftop space consisting of approximately 144 square feet for placement of base station equipment;
 - Site shall include space for cable runs to connect communications equipment and antennas, in the location(s) (collectively, the "Site") shown on Exhibit "B", together with a non-exclusive easement(s) for unrestricted access thereto and to the appropriate, in the discretion of Lessee, source of electric, telephone, and utility facilities. Lessee shall be entitled to use the Site for the purpose of installing, removing, replacing, modifying, maintaining and operating, at its expense, telecommunications service system facilities, including, without limitation, antenna equipment, cable wiring, fiber optic facilities, back-up power sources related fixtures, an antenna structure. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor's other tenants. Lessee shall have access to the Site 24 hours per day, 7 days per week for emergency service, including power outages, and other similar situations beyond the control of the parties, and access to the Site 24 hours per day, 7 days per week, for maintenance upon giving notice at least 24 hours notice in advance of such maintenance visit.
- (b) Lessee accepts the leased property in its "as is" condition without any responsibility of Lessor for improvement, construction, repairs or alterations thereto.

2. Term.

The term of this Lease (the "Initial Term") is ten (10) years, commencing upon Union's installation of its equipment at the leased facility and written notification to Lessor of commencement ("Commencement Date"). This Lease will automatically renew two (2) additional terms (each a "Renewal Term") of ten (10) years each, unless either party provides to the other party written notice of intention not to renew not less than 30 days prior to the expiration of the Initial Term or any Renewal Term. Each renewal term shall be on the same terms, covenants, and conditions as provided in this Lease except there shall be no privilege to renew the term of this lease for any period of time beyond the expiration of the last renewal term without the express written consent of both parties, and except that the annual payment for each renewal Term shall be adjusted in accordance with Section 3 – Rent.

3. Rent.

Rent for this Lease shall be paid in annual installments of Twenty five thousand two hundred and no/ 100 dollars (\$25,200.00) (until increased as set forth herein), beginning on the Commencement Date of this Lease and due and payable in advance of the first day of each month thereafter. The Rent due under this Lease shall increase annually on the anniversary of the Commencement Date by three percent (3%) over the base Rent payable for the immediately preceding year.

4. Use of Leased Premises.

(a) Lessor consents and agrees that Union Telephone Company, its employees, agents, and independent contractors ("Authorized Parties") may enter, upon approval and scheduling with Owner by giving twenty-four (24) hours advance notice, the Property to conduct and perform some or all of the following activities ("Permitted Activities"): surveys, and analyses, audits, boundary surveys, radio propagation studies, and such other tests and inspections of the Property that Union Telephone Company may deem necessary or advisable. Union Telephone Company agrees to be responsible for any and all costs related to the Permitted Activities, including installation on and operation and removal of equipment on the Property.

(b) Lessee shall use the leased premises as a communication electronics site for the purposes related thereto, inclusive of a temporary facility. Lessee shall construct and maintain, at Lessee's sole cost and expense, any required structures needed to support or contain electronic communication equipment and antennas. The equipment and structures initially installed will be generally as depicted in Exhibit "B". In the event Lessee determines to modify the equipment or placement shown in Exhibit "B", Lessor's approval shall not be unreasonably withheld, conditioned or delayed.

Lessee shall, at its expense, provide all utilities required to service the communications facility. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility, including signing any easement or other instrument reasonably required by the utility company

(c) Lessee covenants and agrees that no part of the improvements installed, constructed, erected or placed by Lessee on the Site will be or become, or be considered as being, affixed to or a part of Lessor's real property of which the Site is a part ("Lessor's Property"). Any provisions and principles of law to the contrary notwithstanding, it is the specific intention of Lessor and Lessee that all of such improvements, including without limitation, the Antennas, will be and remain the property of Lessee despite any default or termination of this Lease and may be removed by Lessee at any time in Lessee's discretion.

(d) Lessee may, at its expense, make such improvements on the Site, as necessary from time to time for the operation of the Site. Lessor shall not unreasonably withhold, condition, or delay action or decisions on any application or request submitted by Lessee pursuant to local ordinances, regulations or laws. This Agreement shall not be construed to obligate or require Lessor, through its Governing Body, Planning and Zoning

Commission, or any other board or commission (collectively the City), to approve any plans, drawings, applications or other submittals of Lessor if City reasonably determines that such plans, drawings, applications or submittals do not comply with applicable codes, ordinances, or regulations. Lessee shall bear the responsibility of obtaining all necessary approvals, licenses and permits.

(e) Lessee shall comply with all laws, ordinances, rules and regulations of all governmental authorities with jurisdiction over the leased premises.

5. Repairs and Maintenance

- (a) Lessee, at its sole expense, shall maintain Lessee's facilities and make all necessary repairs, provided, however, Lessee shall not be responsible for damages caused by the negligent or willful acts or omissions of Lessor.
- (b) Lessee shall access the leased premises only for purposes of routine inspection and maintenance and for repairs, modification and/or replacement of its equipment and facilities.

6. Taxes and Assessments.

Lessee shall pay all property taxes and assessments on its buildings(s), tower(s) and its other personal property during the lease term.

7. Title and Quiet Possession.

- (a) Lessor represents and agrees (a) that it is the fee owner of the Site or is otherwise well seized of Site; (b) that it has the right to enter into this Lease; (c) that the person signing this Lease has the authority to sign; (d) that Lessee is entitled to access to the Site at all times and to the quiet enjoyment and possession of the Site throughout the Initial Term and each Renewal Term so long as Lessee is not in default beyond the expiration of any cure period, subject to the notice requirements in Section 4 of this Agreement, and subject to such other limitations as described in this Agreement; (e) that Lessor shall not have unsupervised access to the Lessee's specific leased areas, as shown on Exhibit B, and to the equipment; (f) that the Site is free and clear of any restrictive covenants, restrictions, liens or mortgages (other than mortgages for which a non-disturbance agreement has been executed), which would interfere with Lessee's rights to or use of the Site; and (g) that the execution and performance of the Lease will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Lessor. This shall not be construed to prohibit or limit Lessor's employees and agents from having unsupervised access to the roof top to conduct regular inspection, maintenance and other similar activities.

- (b) This lease agreement is assignable by Lessee to third parties only for the purpose of providing electronic communication purposes, with the written consent of Lessor, which consent may not be unreasonably withheld, delayed or conditioned. Lessee may assign this lease, in whole or in part, to a sister, subsidiary or affiliated corporation or entity or in the event of a merger or reorganization to the resulting entity. Lessee may mortgage or grant a security interest in this Lease agreement and Lessee's facilities to Lessee's lender(s), provided such lender(s) agrees to be bound by the provisions of this Lease.

8. Termination.

- (a) Lessee may terminate this Lease at any time by notice to Lessor without further liability, except as provided below, if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate/access the Site, or if any such approval is canceled, expires or is withdrawn or terminated, or if Lessor fails to have proper ownership of the Site or authority to enter into this Lease, or if Lessee is unable to occupy and utilize the Leased Premises due to actions of the FCC, including without limitation, a take back of channels or changes in frequencies or if Lessee, in its sole discretion, determines the site to no longer be technologically or commercially viable. Upon termination, all prepaid rent will be retained by Lessor unless such termination is due to Lessor's failure of proper ownership or authority, or such termination is a result of Lessor's default. In addition, except where Lessor lacks proper ownership of the Site, or authority to enter this agreement, LESSEE shall pay to LESSOR an amount equal to 25% of the rental payments that would have been paid (if LESSEE had not terminated the lease pursuant to this section) from the date of termination through the end of the ten year lease term.

Lessor shall have the right to terminate at any time if Lessee fails to obtain any and all applicable permits and approvals, including but not limited building permits and electrical permits, or if Lessee fails to otherwise demonstrate to Lessor's satisfaction that the roof structure will adequately support Lessee's equipment and facilities, and that Lessee's equipment and facilities will not damage the structural integrity of Lessor's building. In the event of such termination, Lessee's payment obligations as described above in this Section 8(a) shall apply.

- (b) Upon termination or expiration of this Lease, Lessee may remove its equipment and improvements and will restore the Site to substantially the condition existing on the Commencement Date, except for ordinary wear and tear and casualty loss. Lessee shall restore the Site to substantially the original condition within 90 days of the termination of the lease, unless weather prevents Lessee from reasonably performing such work, in which case the time shall be extended, but under no circumstances shall it take longer than 120 days without written consent of Lessor.

- (c) If either party is in default under this Lease for a period of (1) 30 days following receipt of notice from the non-defaulting party with respect to a default which may be

cured solely by the payment of money, or (2) 30 days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such 30-day period and proceeds with due diligence to fully cure the default.

9. Liens and Encumbrances.

Lessee will not permit any liens or encumbrances against the leased premises for work or material furnished to Lessee and shall take all steps necessary to remove any such lien or encumbrance.

10. Indemnification

Lessee covenants and agrees to indemnify, defend and hold Lessor, its agents and employees, harmless against all actions, proceedings, claims, demands, losses, costs, damages, expenses and legal fees whatsoever which may be brought against Lessor, its employees and/or agents on account of bodily injury or death of a person(s) or damages to property of any person arising out of, relating to or resulting, in whole or part, from Lessee's, its employees, agents and/or contractors' use or occupancy of Lessor's property, Lessee's operations on Lessor's property, or from Lessee's facility improvements on Lessor's property. In furtherance of this indemnification provision, Lessee shall obtain and keep in force insurance funding the above indemnity and defense with limits of at least \$1,000,000 for bodily injury and \$500,000 for property damage.

11. Relationship of Parties.

It is understood and agreed that the relationship of the parties hereto is strictly that of Lessor and Lessee and that Lessor has no ownership in Lessee's business and that this Lease shall not be construed as a joint venture or partnership.

12. Interference

(a) Lessee shall operate the leased facility in a manner that will not cause interference to Lessor and other radio communication users, whose site use predates Lessee's occupancy and use under this Lease. All operations by Lessee shall be lawful and in compliance with all Federal Communications Commission ("FCC") requirements. In addition, no transmitter shall deliver more than 100 watts per frequency at the combiner output.

(b) If required by Lessor or FCC regulation, Lessee will perform a proper radio frequency electromagnetic (RFE) emissions evaluation of the leased premises to determine compliance. If necessary, Lessee shall post warning signs and/or take other

reasonable remedial measures. Other Users who subsequently install or modify RFE emitting equipment shall conduct a similar evaluation if required by FCC regulations or Lessor.

(c) Subsequent to the installation of the Lessee facilities, Lessor shall not permit itself, its Users or licensees to install new equipment on Lessor's Property if such equipment is likely to cause interference with Lessee's operations. If such interference is permitted by Lessor, such interference shall be deemed a material breach by Lessor.

(d) If Lessor breaches its obligations under this Paragraph, Lessor, upon receiving notice from Lessee of any such breach, shall take reasonable action to correct and eliminate such interference, including without limitation, enforcing provisions in any license or other agreement between Lessor and the persons or entities causing such interference, pursuant to which Lessor may compel such persons or entities to cease operation, modify their equipment and/or antennae, or remove their equipment and/or antennas from any facilities owned or leased and/or managed by Lessor on the Premises. If Lessor cannot correct such interference within five (5) days, Lessee shall have the right to terminate this Lease. Upon such terminations, Lessor shall return any unearned Rent to User.

13. Confidentiality.

- (a)
- (b) Upon commencement of this Lease, Lessor agrees promptly to execute and deliver to Lessee a recordable Memorandum of this Lease.

14. Miscellaneous Provisions.

The following provisions are also integral parts of this agreement:

- (a) This agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
- (b) Upon full execution of this agreement, Lessee shall pay Lessor a one-time payment of Three Thousand Dollars (\$3,000.00) as a fee for the professional services Lessor requires, inclusive of attorney review and consultation services related to the execution of the Lease.
- (c) The headings used in this agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this agreement.
- (d) This agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior agreements,

representation or understanding between the parties relating to the subject matter hereof.

- (e) Any waiver by either party hereto of any breach of any kind or character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this agreement on the part of the other party.
- (f) This agreement may not be modified except by an instrument in writing signed by the parties hereto.
- (g) The parties agree that time is of the essence in the performance of all duties herein.
- (h) This agreement shall be interpreted, construed and enforced according to the laws of the State of Wyoming without reference to its conflicts of laws principles.
- (i) All exhibits to this agreement shall be deemed part of this agreement and incorporated herein as if fully set forth herein. Failure to attach any exhibit hereunder shall not invalidate this agreement, it being understood that the same are available from the books or records of the parties.
- (j) The parties each reserve the right to supplement the description in Exhibit "A" with a surveyed and as-built description upon completion of construction.
- (k) The parties agree that in the event any action or court proceeding is brought by either party to enforce the obligations of this agreement, the prevailing party shall be entitled to recover any reasonable attorney's fees, together with court and collection costs.
- (l) Any notice which may be or is required pursuant to the provisions of this lease agreement, will be hand delivered or sent first class mail, postage prepaid, and addressed as follows:

LESSOR:

LESSEE:

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

Union Telephone Company
P.O. Box 160
Mountain View, WY 82939

- (m) By entering into this Agreement, the City of Cody does not waive its governmental or sovereign immunity, and does not waive any of the rights, defenses and limitations provided under Wyoming law, and specifically reserves the right to assert immunity as a defense to any claims arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Communication Site Lease as of the day and year above first written.

LESSOR:

LESSEE:

By: _____

On Behalf of City of Cody

By: _____

On Behalf of Union Telephone
Company

STATE OF WYOMING)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015 by _____, the _____ on behalf of the City
of Cody.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF WYOMING)
) ss
COUNTY OF UINTA)

The foregoing instrument was acknowledged before me this ____ day of _____,
2015 by _____, the _____ on behalf of Union
Telephone Company.

WITNESS my hand and official seal.

(SEAL)

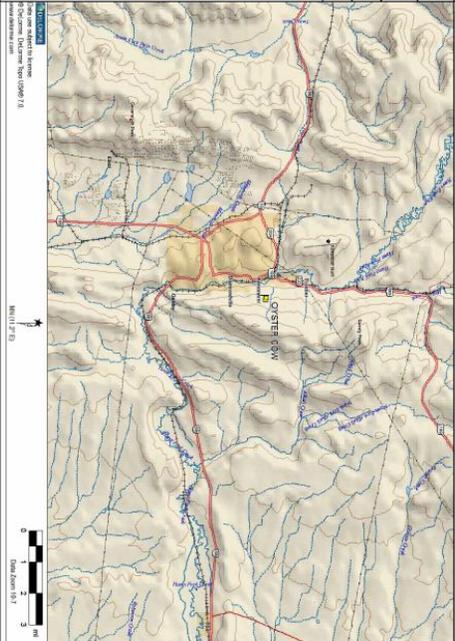
Notary Public

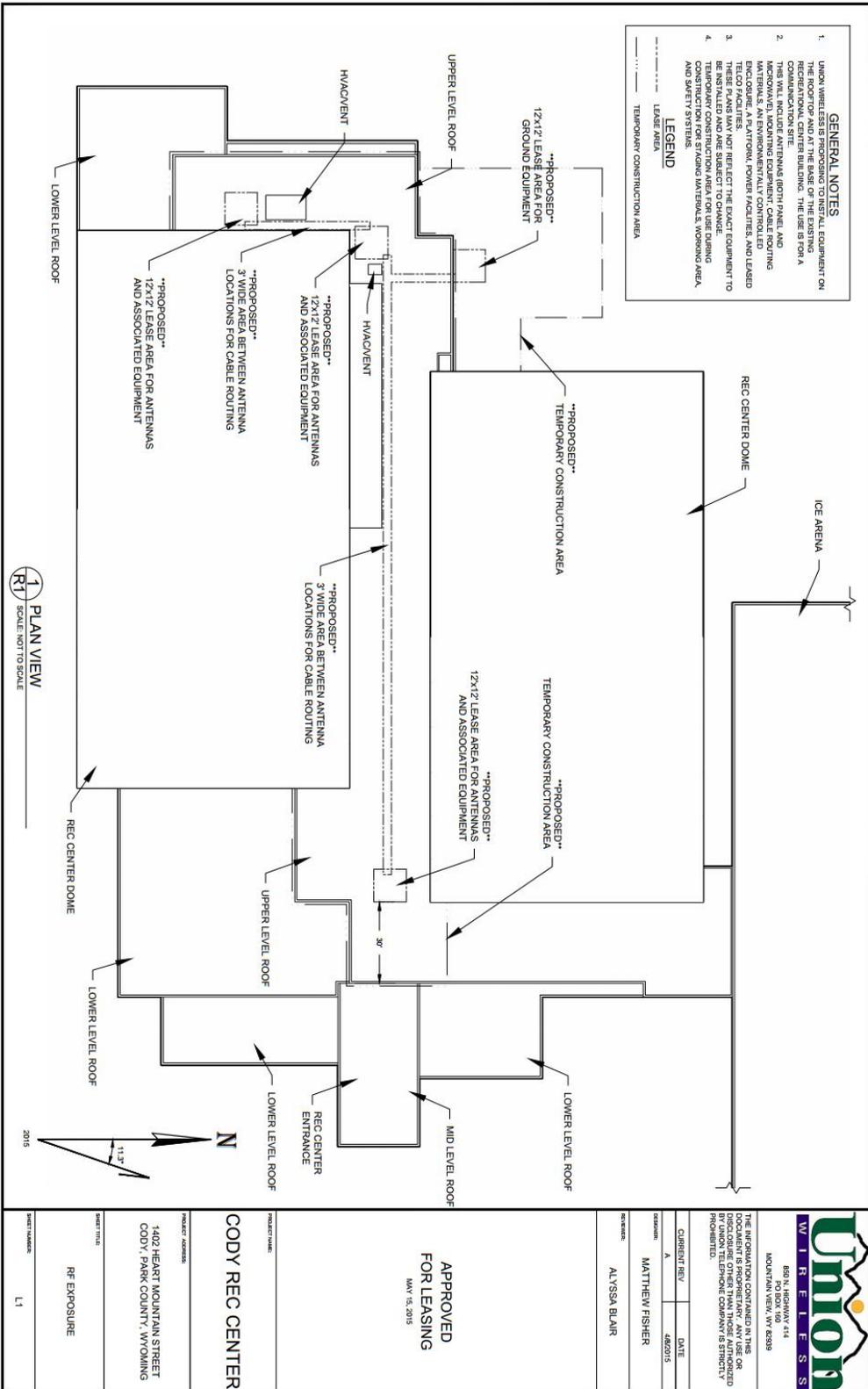
My Commission Expires: _____

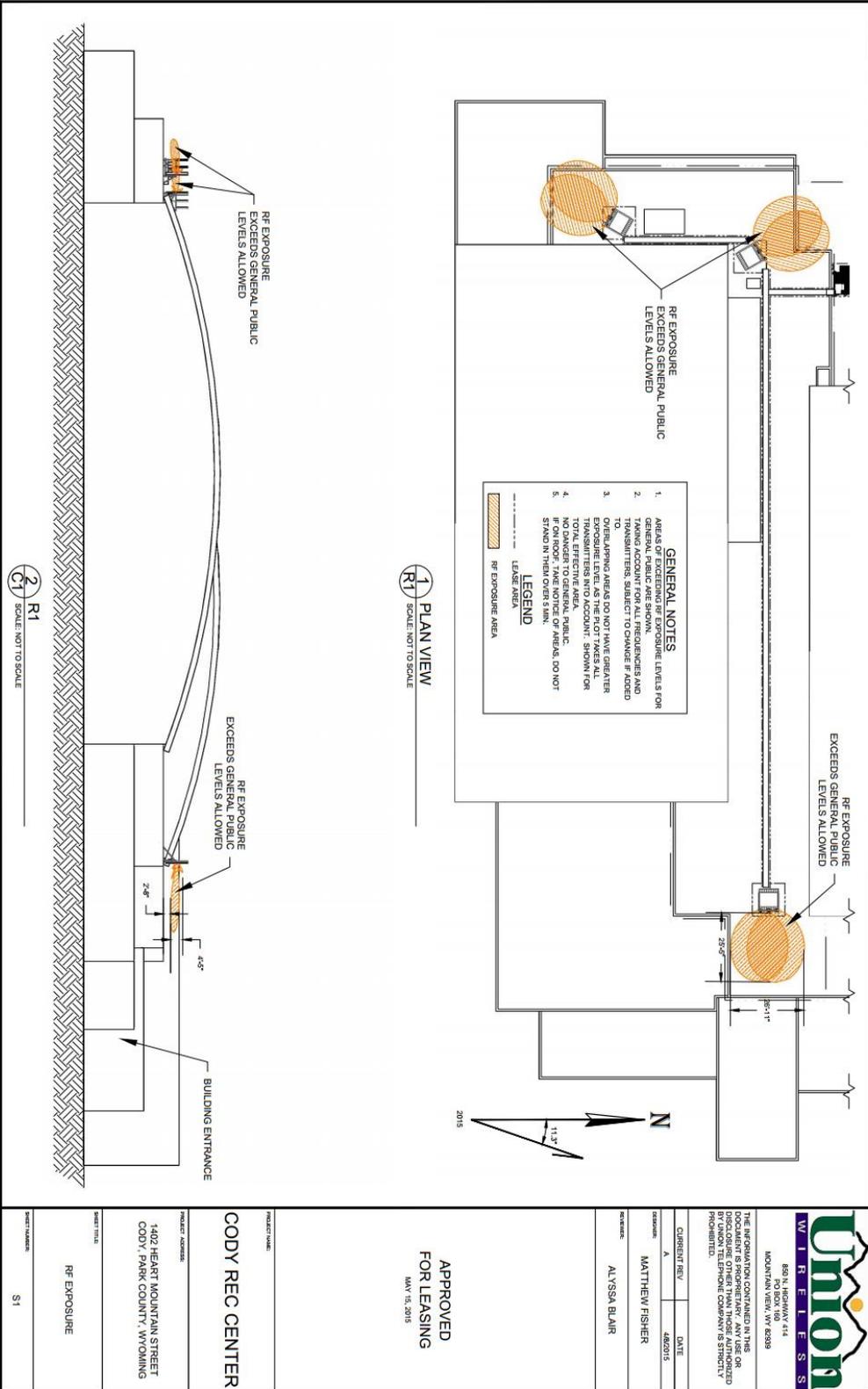
EXHIBIT "A"

Portions of the parcels located at 1400, 1402 & 1500 Jack Skates Parkway, Lot 5, Block 6 of Section 32, Township 53 North, Range 101 West of the 6th P.M., Cody, Park County, Wyoming, together with the rights of ingress and egress over Lessor's property extending from the nearest public right-of-way to the Site, and the associated utility easements over, across, and through Lessor's property to the Site

EXHIBIT "B"

<p>PROJECT INDEX</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">SHEET</td> <td style="width: 15%;">TITLE SHEET</td> <td style="width: 5%;">REV</td> </tr> <tr> <td>T1</td> <td>TITLE SHEET</td> <td>A</td> </tr> <tr> <td>L1</td> <td>PLAN VIEW</td> <td>A</td> </tr> <tr> <td>L2</td> <td>ELEVATION VIEW</td> <td>A</td> </tr> <tr> <td>S1</td> <td>RF EXPOSURE VIEW</td> <td>A</td> </tr> </table>	SHEET	TITLE SHEET	REV	T1	TITLE SHEET	A	L1	PLAN VIEW	A	L2	ELEVATION VIEW	A	S1	RF EXPOSURE VIEW	A	<p>PROJECT OWNER: PAUL STOCK ADAMTS AND RECREATIONAL 1402 HEART MOUNTAIN STREET CODY, WY 82414</p> <p>PROJECT CONTACT: MATTHEW FISHER PHONE: (307) 782-0999 EMAIL: mfisher@unionwireless.com</p> <p>CONTACT: JUSTIN HAWES PHONE: (307) 782-7054 EMAIL: jhawes@unionwireless.com</p> <p>UNION WIRELESS IS NOT VERIFIED BY A LICENSED SURVEYOR.</p>	<div style="text-align: center;">  <p>CODY REC CENTER COMMUNICATION SITE</p> <p>1402 HEART MOUNTAIN STREET CODY, PARK COUNTY, WYOMING</p> <p>ROOFTOP NEW BUILD</p> </div>				
SHEET	TITLE SHEET	REV																			
T1	TITLE SHEET	A																			
L1	PLAN VIEW	A																			
L2	ELEVATION VIEW	A																			
S1	RF EXPOSURE VIEW	A																			
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CURRENT REV.	DATE
A	4/28/2015
DESIGNED BY MATTHEW FISHER	
CHECKED BY ALYSSA BLAIR	

APPROVED FOR LEASING
MAY 15, 2015

CODY REC CENTER

PROJECT ADDRESS
1402 HEART MOUNTAIN STREET
CODY, PARK COUNTY, WYOMING

RF EXPOSURE

SHEET NUMBER
S1

MEETING DATE: SEPTEMBER 1, 2015

DEPARTMENT: PUBLIC WORKS

PREPARED BY: STEVE PAYNE

POLICE CHIEF

DEPT. DIR. APPROVAL: _____

CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

Request to submit SLIB-MRG Grant Application

ACTION TO BE TAKEN:

Approve a grant application to be submitted to the Office of State Lands and Investment Board Mineral Royalty Grant in the amount of \$1,769,500.00.

SUMMARY OF INFORMATION:

Economically, the proposed approach is the most cost-effective alternative to meet the goals established by the City of Cody. This project is currently being phased. The total cost of the project is 9.2 million and we are currently requesting funds for Phase 1. Phasing will help minimize disruption to the current treatment operation. It will also break the upgrade project into separate projects of a size that will encourage participation by local contractors. All of the components of Phase 1 are critical and necessary for the full development of the aeration replacement plan being considered for the Cody WWTF. At the completion of Phase 2, cost savings are anticipated and described in the documentation below.

Typically, the City of Cody has difficulty complying with our discharge permit requirements in the spring due to biosolid loading within the lagoon(s). The improvements will address that concern along with nitrogen discharge requirements.

Wastewater Treatment Facility Improvements: The existing facilities are beyond the 25 year design life and improvements are required. Approximately 100% of all residents and businesses of Cody are served by the sewer lagoons. This project entails the preparation of bidding documents, and the bidding and construction of wastewater facilities (Phase I) to treat an average daily flow of roughly 2 MGD. The facilities are required to accommodate anticipated impacts of growth, reduce power consumption, address existing and future biosolid accumulations, address existing maintenance issues, allow more consistent compliance with current discharge regulations and position the City to address future (nitrification) regulations that are being consider by the DEQ and EPA.

Planned Improvements For This Phase: Connect the existing system to the new sewer modifications which will allow flows to be diverted into the plant at a high enough elevation to facilitate screening, metering, and use of an innovative, green first cell. All flow into the modified facility will be by gravity. Construction of a Preliminary Treatment Building (PTB) which will incorporate fine bar screening to reduce power consumption by removing BOD and solids loadings on the aerated cells. It is estimated that raw influent BOD and TSS will be reduced by a minimum of approximately 30%. Fine bar screening will also remove floatable items, which currently accumulate in the primary cell causing odors and interfering with the treatment process. Development of a new "First Treatment Cell". The new first cell will be considerably smaller than the existing cells, but will provide capacity for a population of approximately twice the existing population.

Construction needs for all of the above: Embankment for entry road modifications, embankment for influent sewer extension, embankment for pretreatment building and blower buildings, embankment for new aerated Cell #1 , extension of influent sewer to pretreatment building, pretreatment building with influent screening and metering, new discharge pipe to existing Cell #1 , new discharge pipe to new Cell #1 , New discharge pipe to existing Cell #2, miscellaneous discharge, return and overflow piping around buildings, partial electrical, mechanical and SCADA work for pretreatment and blower buildings.

At the completion of all phases, the City is expecting a \$40,000/yr savings in energy costs.

AGENDA ITEM NO. _____

FISCAL IMPACT

If approved, there would be an impact to the Waste Water Unrestricted Reserve Funds of \$915,250.00

ALTERNATIVES

1. Approve the submission of the grant application
2. Deny the submission of the grant application

ATTACHMENTS

SLIB Mineral Royalty Grant Application

AGENDA & SUMMARY REPORT TO:

Steve Payne 307-527-3481

OFFICE OF STATE LANDS AND INVESTMENTS

Application Instructions

An Application Form is to be completed when applying for funding from one or more of the following programs:

Countywide Consensus (CWC)

Federal Mineral Royalty Capital Construction Account Grants (MRG)

All forms must be submitted on 8 ½ x 14 (legal) size paper. The Office of State Lands and Investments will provide the completed Application Form to the State Loan and Investment Board as the applicant's summary of the request for funding. The applicant should view this form as its opportunity to inform the Board of the need for the project and reason the applicant feels the state should help in financing the project. There is no limit on the length of the Application Form, please attach additional pages if needed. However, the Office suggests a bulleted format and the applicant should bear in mind the time constraints of the State Loan and Investment Board.

The Project Narrative in the form must include at a minimum the following information:

1. A brief description of the project and why the applicant needs the project.
2. A description of each funding source for the project. Each description must include the amount requested by the applicant from each funding source, the status of the funding source request, and the percentage of the total project cost for each funding source. If the funding source status is approved (secured), documentation to support the status must be attached to the Application Form.
3. If applying for a loan the applicant must list all sources of proposed security for the loan.
4. If the applicant needs the project to meet a federal or state health and/or a safety requirement, the applicant must provide the specific health or safety requirement the project with address.

For special districts, the following information is also required:

5. The geographical area the special district covers and the date when the County Commissioners formed the district.
6. If the applicant is water and sewer district or an improvement and service district, the narrative must include the number and type of lots the project will serve initially and the total number of lots in the district, and the current zoning of the district. For example, is the district zoned for residential use only or for commercial use or for a combination of uses?

Mineral Royalty Grants Check list

Applicant Name:

Information Required for Applications

- Check List
- Application
- Licensed engineer's statement of feasibility of the project (not required for the purchase of emergency vehicles)
- Standard resolution authorizing the filling of the application on a form provided by the Office
- General Financial Information
- Copy of current approved and signed budget
- Detailed project cost estimate and how the costs were estimated
- Estimated project schedule that includes design, commencement of construction and completion of construction
- Grant draw down schedule broken down in six-month intervals
- Copy of documentation of the specific requirements and explanation of how project addresses the requirements to meet federal or state health and safety requirements
- One (1) signed original and two (2) copies of your completed application, including all attachments

Additional Information for Special District

- Copy of County Commissioners resolution that shows formation of special district
- Copy of certification from the County Commissioners that the special district currently exists
- Written review from the County Commissioners
- Written review from City or Town (only if special district is within five (5) miles of incorporated limits)
- Resolution for assessments
- Letter from County Assessor verifying and showing the dollar amount the District is collecting for assessment
- Copy of assessment schedule

Additional Information for Joint Powers Boards

- Copy of certificate of organization filed with the Secretary of State
- Copy of executed joint powers agreement approved by the Attorney General
- Written review from the County Commissioners
- Written review from City or Town (only if Joint Powers Board is within five (5) miles of incorporated limits)

Additional Information Needed for Water and Sewer Projects

- Completed Water/Sewer Questionnaire

Additional Information Needed for Street and Roads Projects

- Completed Street Questionnaire

Additional Information Needed for Fire Apparatus Projects

- Completed Fire Apparatus Questionnaire

Additional Information Needed for Vehicles

- Vehicle Replacement Certification

STATE OF WYOMING
STATE LOAN AND INVESTMENT BOARD
INFRASTRUCTURE FINANCING

APPLICATION

Applicant:

Date:

Mailing Address:

Contact Person:

City:

State:

Zip:

E-mail address:

E-mail address:

Phone No.:

Phone No.:

Fax No.:

Population:

Applicant's Tax I.D. Number:

County:

Type of Entity: County Joint Powers Board Municipality Special District

Other (Explain) _____

Population of Applicant: _____ Total Population Served By Project (Directly/Indirectly): _____

Percentage of applicant's population directly served by the project: _____

Applicant's submitting multiple applications must establish priority ranking: Priority # ____ of ____

Project Name:

Project Schedule (Includes Planning, Design, and Construction):

Estimated Start Date: _____ Estimated End Date: _____

List all funding sources for the project other than current request:

Funding Source	Amount	Status	Amount Expended
(If approved, list grant/loan #)		Pending Approved	

Amount of Funds Requested:

Estimated total project cost:

Balance of Project Incomplete:

Estimated Reimbursement Rate:

(Final Reimbursement Rate Is Determined by Board Approved Amount)

Name of Applicant:

Is project needed to meet federal or state health and/or safety requirement? Yes No
(If yes, provide specific health or safety requirement project will address)

Do you have an Administrative Order? Yes No
(If yes, provide copy of the Administrative Order)

Water and/or Sewer Project: Yes No
(If yes, complete Water/Sewer Questionnaire for project requests in excess of 50%)

Street and/or Road Project: Yes No
(If yes, complete Street Questionnaire)

Fire Apparatus Project: Yes No
(If yes, complete Fire Apparatus Questionnaire)

Vehicle Project: Yes No
(If yes, complete Vehicle Replacement Certification form)

If full funding is not received, what will applicant do?

If additional funding is needed, where will the additional funds be obtained?

Can the project be scaled back or phased? Yes No
(Provide explanation)

I certify that I am authorized to sign this application on behalf of our governing body, and the applicant will comply with all appropriate requirements if approved. To the best of my knowledge and belief, the information in this application is true and correct, including the information provided in the narrative and all attachments. I understand the State may review any relevant documents or instruments relating to the analysis of this application.

Name and Title (typed) Signature Date

Name and Title of Contact Person Phone No. E-mail

SUBMISSION REQUIREMENTS: ALL DOCUMENTS MUST BE PRINTED ON 8 ½ X 14 (LEGAL) SIZE PAPER. SUBMIT **ONE (1) ORIGINAL AND TWO (2) COPIES** OF APPLICATION, SUMMARY FORM, AND SUPPORTING DOCUMENTATION TO: **OFFICE OF STATE LANDS AND INVESTMENTS, ATTN: GRANTS AND LOANS DEPARTMENT, HERSCHLER BUILDING, 3RD WEST, 122 WEST 25TH STREET, CHEYENNE, WYOMING 82002**

Project Narrative: Provide a brief description of the project and why applicant needs the project. Narrative must include applicable items listed in the instructions for completing the Application Form. (Attach additional pages if needed, **must be legal size**)

Number of Attached Pages _____

DEQ and EPA issues (current):

1. The City of Cody currently has a regulatory Discharge Permit for the sewer lagoons that is based on a monthly average of sample. The DEQ Discharge Permit regulates things such as E. Coli, Ammonia, Total Residual Chlorine, PH and BOD. The City has had difficulty in the last several years meeting, at all times, our BOD discharge requirements. We also had to ask for a variance on the PH level of our discharge. While we have not violated the varied criteria of a PH of 6 we have come very close on many occasions.
2. Based upon telephone inquiries to the DEQ and EPA, it appears that there are likely going to be some new discharge criteria in the near future and we want to be positioned to address these changes as soon as the new criteria is promulgated.

ANTICIPATED GREEN & INNOVATIVE CONSIDERATIONS AND CONCEPTS INCLUDED IN THE CITY OF CODY WWTF UPGRADE PROJECTS

March 11, 2015

The City of Cody (city) established goals for the WWTF upgrade and expansion project which included requirements to:

- Size facilities for future growth,
- Plan & make provisions for potential future nutrient requirements,
- Provide a new system compatible with the existing WWTF site,
- Maximize the use of existing treatment components,
- Reduce power consumption,
- Develop a cost-effective means to handle and dispose of existing and future biosolids, and
- Incorporate an environmentally responsible approach in a sustainable solution.

The proposed overall system, being constructed in phases, meets these goals and maximizes the use of green and innovative technology as described in the following paragraphs. Please refer to the attached Proposed Flow Diagram, which shows existing and proposed facilities. The new proposed system will provide treatment capacity for an average daily flow of 2.0 MGD, which is approximately double current loadings to the plant. All of the existing treatment components will be reused, although some will be completely repurposed, and the new system is completely compatible with the existing site without infringing on existing setbacks. The new system is a complete departure from the current aerated facultative lagoon system, and the new system will result in overall reduction in power consumption of greater than 50%.

Influent Sewer System: The current influent sewer to the plant is at too low an elevation to allow the addition of preliminary screening, metering, and a new innovative, green first cell to the system. To rectify this, either a pumping station or sewer modifications are required. The city decided to raise the influent sewer system by constructing a new Cooper Lane sewer across lands owned by Riverside Cemetery District. This new sewer, which has been constructed, will allow flows to be diverted into the plant at a high enough elevation to facilitate screening, metering, and the innovative, green first cell. This approach represents a large savings in capital costs as well as operations and maintenance costs compared to a raw wastewater pumping station. All flow into the modified facility will be by gravity, which is a major reduction in power costs compared to a pumping station.

Preliminary Treatment Building (PTB): The PTB will incorporate fine bar screening, which will significantly reduce power consumption by removing BOD and solids loadings on the aerated cells. Washed and compacted screenings will be hauled to landfill. This is a much more cost-effective method to dispose of these larger solids than having to treat them and remove them from a lagoon. The power costs to aerate these loadings in a lagoon cell are much higher than the green approach of screening and disposal. It is estimated that raw influent BOD and TSS will be reduced by a minimum of approximately 30%. Fine bar screening will also remove floatable items, which can accumulate on the new first cell surface causing odors and interfering with the treatment process. The PTB itself will also be provided with solar heating as part of the green approach at this facility.

New First Treatment Cell: The new first cell will be considerably smaller than the existing cells, but will provide capacity for a population of approximately twice the existing population. This new cell will contain components of a process known as IDEAL, which is an acronym for Intermittently Decanted Extended Aeration Lagoon, as manufactured by EDI (Environmental Dynamics Incorporated). This is a sophisticated, innovative and green system combining several accepted treatment processes in a combination that is capable of providing secondary treatment and nitrogen removal, if so configured. While this process will not initially be designed to meet a nitrogen removal requirement, components could be added in the future, if necessary, for nitrogen removal. The aeration system in this cell will be a highly efficient fine-bubble system with blowers located in blower buildings on the cell dikes. The biological process will be supported via both a suspended growth mixed liquor and fixed growth bio-curtains. The MLSS concentration will be controlled by pumping WAS (Waste Activated Sludge) to the dedicated biosolids storage-lagoon. The system operates in a similar manner to a Sequencing Batch

Reactor (SBR). This process allows for continuous fill with intermittent draw-off. By cycling the aerators on and off this process promotes the nitrification/denitrification processes. This system is a complete departure from the facultative lagoon process that currently exists. It is estimated that power usage for the IDEAL system, during high demand periods, will be approximately 80% less than current power usage for aeration. While this system is definitely green in both this new cell and the modifications that will be made in existing cell #2, it is also an innovative, cost-effective approach for expansion and planning for possible new DEQ regulations in regard to nutrients. EDI has scheduled a webinar during March of 2015 to present this innovative, green system to the DEQ.

Aerated Cell #2: The second cell in the IDEAL process will be housed in Existing Cell #2. A new highly efficient fine bubble aeration system will be installed in this cell to reduce energy consumption. A diversion curtain baffle system will also be installed toward the effluent end of this cell to produce a quiescent zone to promote settling. A waste activated sludge (WAS) pumping system will be installed in this cell, which will control the buildup of biosolids and allow the removal of both new and existing biosolids from this cell. This green approach makes complete reuse of Existing Cell #2, reduces operations and maintenance power costs, and provides a means of biosolids removal. Equipment control areas and/or offices associated with blower buildings will be provided with solar heat.

Rapid Infiltration System: The existing Rapid Infiltration System will be completely reused in the modified treatment facility and operate as it has been operating for approximately the past 30 years. This process consists of five rapid infiltration ponds (RI P's) operating in parallel. Only one pond receives flow at a time. Each RIP is dosed for 1 month and then the total flow moves to the next RIP. So, the cycle is dosing for one month, and drying for 4 months. It is the complete drying of these RIP's between dosing that prevents clogging. The RIP's are underdrained with a series of perforated pipes installed on an impermeable liner. The underdrainage is collected, metered and discharged to the Shoshone River. Analytical data indicate that these RIP's remove approximately 50% or more of the BOD and TSS applied in the influent. Maintenance consists of ripping the pond surface with a dozer about every five years. The EPA designated this process to be an innovative system when the rapid infiltration process was installed about 30 years ago. The reuse of the RI P's has two distinct purposes in the proposed modified WWTF. In the normal flow scheme, the flow will be from Cell #1 to Cell #2 to the RIP's. However, as aerated Cell #2 warms up in the spring, it is likely that a "rebound" increase in BOD will occur when the winter stored demand exerts itself. It is anticipated that this short-term high BOD concentration in the effluent of Cell #2 may be avoided by bypassing Cell #2 during this period. In other words, flow from the first cell of the IDEAL process would be diverted directly to the RIP's to avoid discharge permit violations during this period. The reuse of the RIP's in the proposed new treatment process is a green innovative approach to avoiding increases in capital and O&M costs associated with other treatment alternatives which would be required to accomplish these same levels of treatment.

Biosolids Handling, Removal, and Disposal: Currently, Existing Cell #1 contains between 67% and 75% of the biosolids deposits accumulated over the past 30 years. The normal procedure to remove and dispose of these type accumulations is to contract with a removal/disposal contractor to dredge the solids from the cell, and haul to disposal in accordance with EPA requirements. Existing Cell #1 is lined with an impermeable PVC liner which does not leak. A perched aquifer sits below this cell, which flows to the east down Cooper Lane. Dredging has the potential to damage the PVC liner and cause leaks. We have been advised by major biosolids handling contractors that they would not bid this job because of the liability involved. The proposed method to handle these biosolids accumulations in Existing Cell #1 is to leave them where they are. In addition, WAS from the IDEAL process in New Cell #1 and Proposed Aerated Cell #2 will be pumped into Existing Cell #1. Because Existing Cell #1 is very large, and because the biosolids loadings on this cell will be relatively low, this cell has the capacity to provide biosolids storage and facultative, nuisance-free, treatment for the foreseeable future. Existing Cell #1 will be equipped with a decant pump-back system, which will return overflow to the head-end of the WWTF to maintain a constant level in this cell. In addition, some of the existing aerators in this cell, with appropriate modifications, will be utilized to maintain aerobic surface conditions to prevent odors. Existing Cell #1 will also be equipped with a biosolids removal pumping system, which will pump to an experimental Biosolids Freezing/Drying Bed. This bed will likely be dosed in late November to a depth of about 8 inches and allowed to freeze over the winter. When it thaws in the spring, water will drain from the broken cell walls of the biosolids. The solid material remaining will consist of a dry, fly-ash like

fertilizer material, which will be used on the green areas on the WWTF site in conjunction with the effluent irrigation system discussed in the next paragraph to grow a potential hay crop. If it should be determined that the experimental freezing/drying bed creates an odor nuisance in the surrounding neighborhoods, an alternate freezing/drying bed location will be developed off-site in an isolated area. Should this become necessary, biosolids will be hauled to freezing/drying via tanker truck, and the dried fertilizer will be hauled back to the WWTF site via dump truck for ultimate disposal.

Effluent Irrigation: Currently, Riverside Cemetery District pumps effluent from the RIP's to an ultraviolet (UV) disinfection system and storage pond located on their property adjacent to the WWTF site. This treated effluent is used to irrigate the cemetery via a sprinkler system. The cemetery withdraws the RIP effluent prior to metering and discharge to the Shoshone River. The city intends to expand on this concept by providing a UV disinfection system for the entire RIP effluent flow and by sprinkler irrigating all of the open space on the WWTF site unused by treatment processes. The UV system serves two purposes in that it provides positive disinfection for irrigation flows, and it assures that the flows discharging to the Shoshone River meet discharge permit requirements for E. coli. The conversion of Existing Cell #1 to the biosolids pond significantly reduces the hydraulic retention time in the proposed system. It is possible that the natural die-off of bacteria currently achieved with the existing WWTF may not occur to a level in the proposed system necessary to meet discharge permit requirements for E. coli at the higher flow rates being designed for in the proposed expanded system. The city also intends to negotiate with the cemetery district to expand capacity so that the city can use effluent from the cemetery storage pond to irrigate a city owned parcel directly south of the cemetery property. As Indicated in the preceding paragraph, biosolids are ultimately planned to be freeze/dried and used as fertilizer on the proposed irrigated WWTF site open spaces for potential hay production. This combination of processes produces a green system that will provide:

- Positive disinfection of all plant effluent with no chlorine added to the environment,
- Maximization of the effluent recycle irrigation flows,
- Ultimately disposes of biosolids as a fertilizer, and
- Minimizes the discharge flows to the Shoshone River.

New Outfall Sewer: The new outfall sewer was placed in service during March of 2015. The WWTF is located approximately 100 feet vertically above the river in a canyon. Thirty years ago when the existing facility was constructed, the effluent was dropped-off the side of the canyon in a waterfall to the river. Because of winds in the Cody area, some erosion occurred over the past thirty years as a result of this waterfall. To curtail this erosion, a new outfall pipe has been installed to river level. The pipe discharges into a head dissipating structure prior to flowing to the river. The elimination of the erosion caused by the waterfall provides a sustainable, green discharge system for the future.

Conclusions: Assuming that sustainability is defined as providing a system meeting the social, environmental and economic requirements, the overall system defined by the components discussed in the above paragraphs appears to be a best-fit system for the City of Cody at the existing site. This approach provides innovation and incorporates a green approach in all components comprising the overall treatment and disposal system. The system is compatible with the existing site and surrounding neighborhood and maximizes the use of existing treatment units. The proposed system will allow the city to grow, and the innovative first cell IDEAL process positions the city to provide nutrient removal in the event that future regulations so require. Power consumption at the WWTF will be greatly reduced with the proposed system. The biosolids disposal plan avoids potential damage to essential liner systems in the existing cells while producing a fertilizer end product for onsite use. The effluent irrigation systems will minimize discharges to the Shoshone River during the high flow tourist seasons, improve the ascetics of the site, provide a vehicle for the use of the biosolids fertilizer onsite, and establish an environmentally preferred method of effluent reuse that may be expanded on in the future. Economically, the proposed approach is the most cost-effective alternative to meet the goals established by the City of Cody.

CITY OF CODY WWTF - PRELIMINARY OPINION OF COSTS - WITH PTB SCREENING & METERING SYSTEM OPERATIONAL IN PHASE 1							
REVISION DATE: APRIL 14, 2015			B. SCREEN OPERATIONAL OPTION				
2015 OPINION OF COSTS FOR PHASE 1 PLUS PHASE 2					PHASE 1	PHASE 2	
DESCRIPTION	UNIT	QUANTITY	COST PER UNIT	TOTAL ESTIMATED COST	SCREEN OPERATIONAL OPTION		
EMBANKMENT ONSITE MATERIALS	CY	10,000	\$8	\$80,000	\$80,000	\$0	
EMBANKMENT - IMPORTED LINER & COVER	CY	5,500	\$30	\$165,000		\$165,000	
EMBANKMENT - IMPORTED DIKE, PTB, ROADS	CY	70,000	\$18	\$1,260,000	\$1,260,000	\$0	
BASE - GRADING H	CY	1,600	\$30	\$48,000	\$48,000	\$0	
RIP RAP	CY	850	\$20	\$17,000		\$17,000	
PVC LINER	FT ²	85,000	\$0.50	\$42,500		\$42,500	
NONWOVEN GEOTEXTILE	FT ²	170,000	\$0.20	\$34,000		\$34,000	
30" PIPE	LF	630	\$120	\$75,600	\$75,600	\$0	
24" PIPE	LF	200	\$80	\$16,000		\$16,000	
18" PIPE	LF	2,300	\$60	\$138,000	\$63,000	\$75,000	
12" PIPE	LF	1,000	\$50	\$50,000		\$50,000	
8" & SMALLER PIPE	LF	5,000	\$42	\$210,000	\$120,000	\$90,000	
PAVEMENT REPAIR	LF	1	\$0	\$0		\$0	
MANHOLES	EA	6	\$5,000	\$30,000	\$30,000	\$0	
METERING AND SCREENING BLDG	LS	1	\$700,000	\$700,000	\$700,000	\$0	
BLOWER BLDG NO. 1	LS	1	\$200,000	\$200,000		\$200,000	
BLOWER BLDG NO. 2	LS	1	\$100,000	\$100,000		\$100,000	
IDEAL TREATMENT SYSTEM - AERATION	LS	1	\$1,400,000	\$1,400,000		\$1,400,000	
IDEAL TREATMENT SYSTEM - FUTURE COVER	LS	1	\$0	\$0		\$0	
IDEAL WAS PUMPING	LS	1	\$85,000	\$85,000		\$85,000	
UV DISINFECTION SYSTEM	LS	1	\$620,000	\$620,000		\$620,000	
WWTF SITE EFFLUENT IRRIGATION - PHASE 1	LS	1	\$250,000	\$250,000		\$250,000	
EXISTING SYSTEM DEMO & MODIFICATIONS	LS	1	\$150,000	\$150,000		\$150,000	
EXPERIMENTAL BIOSOLIDS DRYING BED	LS	1	\$100,000	\$100,000		\$100,000	
CELL 1 BIOSOLIDS PUMPING TO DRYING BED	LS	1	\$70,000	\$70,000		\$70,000	
CELL 2 BIOSOLIDS PUMPING TO BIOSOLIDS POND	LS	1	\$70,000	\$70,000		\$70,000	
BIOSOLIDS DECANT PUMPING TO WWTF INFLUENT	LS	1	\$70,000	\$70,000		\$70,000	
MECHANICAL WORK	LS	1	\$250,000	\$250,000	\$120,000	\$130,000	
SCADA MODIFICATIONS	LS	1	\$120,000	\$120,000	\$30,000	\$90,000	
ELECTRICAL SERVICE MODIFICATIONS	LS	1	\$0	\$0	\$0	\$0	
ELECTRICAL	LS	1	\$400,000	\$400,000	\$140,000	\$260,000	
CONSTRUCTION COST SUBTOTAL NO. 1				\$6,751,100	\$2,666,600	\$4,084,500	\$0
CONSTRUCTION PHASE ENGINEERING 9%				\$607,599	\$239,994	\$367,605	\$0
CONSTRUCTION COST SUBTOTAL NO. 2				\$7,358,699	\$2,906,594	\$4,452,105	\$0
CONTINGENCY 15%				\$1,103,805	\$435,989	\$667,816	\$0
CONSTRUCTION COST TOTAL				\$8,462,504	\$3,342,583	\$5,119,921	\$0
FINAL DESIGN & SPECIFICATIONS 7.18%				\$607,608	\$239,997	\$367,611	\$0
PERMITTING & MITIGATION 1%				\$84,625	\$33,426	\$51,199	\$0
LEGAL FEES 0.5%				\$42,313	\$16,713	\$25,600	\$0
ACQUISITION OF ACCESS & RIGHTS-OF-WAY 0.5%				\$42,313	\$16,713	\$25,600	\$0
ALT #3 TOTAL PROJECT COST (2015)				\$9,200,000	\$3,600,000	\$5,600,000	\$0

8/05/15 - PAA

CITY OF CODY-WASTEWATER TREATMENT UPGRADE
CWSRF GRANT PRE-APPLICATION -ADDITIONAL INFORMATION
AUGUST 5, 2015

A. INTRODUCTION

As outlined in the Study of Sustainable Treatment Alternatives completed for City of Cody in March, 2013, "energy conservation, an environmental concern, is of prime importance". The report examined numerous sustainable treatment alternatives, considering economic, environmental, and societal issues as primary concerns for a treatment system upgrade that would match well with the existing Cody system and meet the anticipated impacts of potential growth, increasing power costs, existing and future biosolids accumulations, maintenance issues, and anticipated new EPA/DEQ rules and regulations that might change discharge permit requirements.

The initial part of this upgrade adds a pretreatment building which will screen the influent and separate a significant portion of the solids entering the Cody plant. The primary screen will be self-cleaning. Screenings will be washed, compacted, and deposited via screw conveyor to a dumpster for later deposit at the landfill. This screening will protect the first cell in the process by minimizing the amount of biosolids buildup in the primary lagoon. It will also reduce odors and floatables on the lagoon surface. These benefits, combined with the upgrades to the aeration, will improve the current Cody treatment system that is over 25 years old.

The treatment system currently under review is an improved aeration system utilizing fine-bubble diffusers in a new complete mix bioreactor cell. This is followed by additional fine-bubble aeration in an adjacent existing cell for partial mixing and a baffled quiescent zone at the far end of that cell. The original Cell #1 will be used for sludge storage. The bubblers are fed by multiple blower units that allow for variations in performance, turn down flexibility, and redundancy. Optimum performance is obtained through high voltage blower controls interfaced with process controls.

B. DESIGN COMPONENTS

Phase 1 of this project includes the following:

- Embankment for entry road modifications
- Embankment for influent sewer extension
- Embankment for pretreatment building and blower buildings
- Embankment for new Aerated Cell #1
- Extension of influent sewer to pretreatment building
- Pretreatment building with influent screening and metering
- New discharge pipe to existing Cell #1
- New discharge pipe to new Cell #1
- New discharge pipe to existing Cell #2
- Miscellaneous discharge, return, and overflow piping around buildings
- Partial electrical, mechanical, and SCADA for pretreatment and blower buildings

Phase 2 of this project includes the following:

- Imported soil for cell liner/cover
- PVC cell liner
- Imported cell riprap
- Nonwoven geotextile
- Final connection piping
- Blower buildings #1 & #2
- New aeration, curtains, and baffle walls in new Cell #1 and existing Cell #2
- Waste sludge pumping
- UV disinfection
- Effluent irrigation

- Existing. Cell #1 biosolids pumping to drying bed
- Biosolids decant pumping to WWTF influent line
- Existing aeration system demolition
- Final electrical, mechanical, and SCADA

All of the components of Phase 1 are critical and necessary for the full development of the aeration replacement plan being considered for the Cody WWTF. At the completion of Phase 1, plant influent will be screened before being discharged into the existing Cell #1. While no cost savings will be realized at the point in the development of the aeration replacement, all of the work of Phase 1 is necessary to allow phasing of the design and construction of Phase 2, which is the actual completion of the new Cell 31 and modifications to existing Cell #2. Phasing will help minimize disruption to the current treatment operation. It will also break the upgrade project into separate projects of a size that will encourage participation by local contractors. At the completion of Phase 2, cost savings are anticipated as shown in Section D below.

C. COSTS

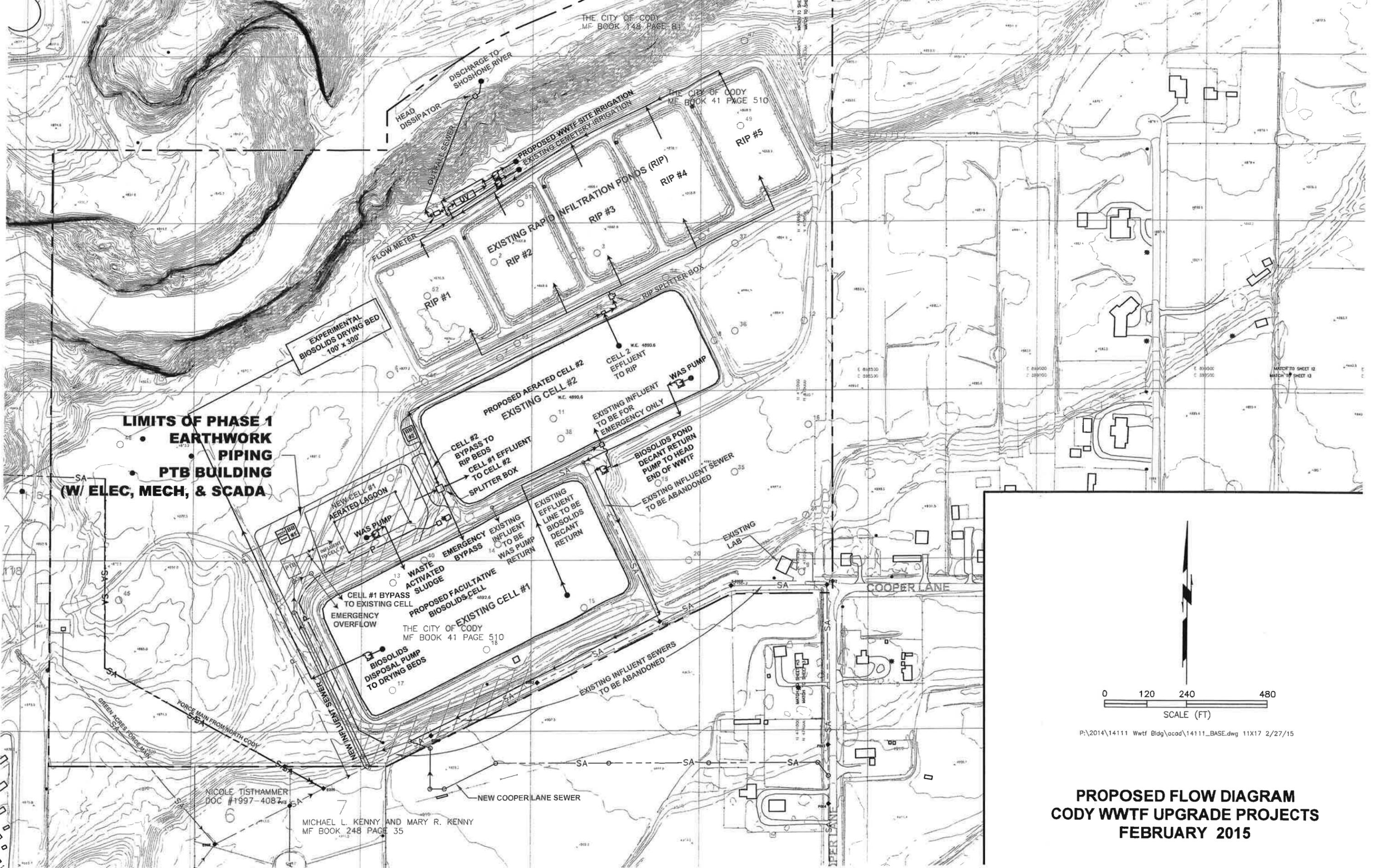
The attached spreadsheet itemizes the current project costs for phases 1 and 2 of the upgrades to the Cody WWTF. This preliminary opinion of probable costs has a moderate level of breakdown for major components of the plan. The list includes a description of items, estimated quantities, estimated unit costs, and total estimated costs. All of the items listed in the spreadsheet are essential to the successful replacement of the existing aeration system with a new, more energy-efficient aeration system. All work in Phase 1 is a component of the overall aeration system replacement. The aeration system replacement cannot be completed without the work of both phases. As such, all work proposed in Phase 1 should be considered as GPR eligible on that basis.

D. ENERGY SAVINGS

The City of Cody reported energy costs of \$140,386 for the fiscal year 2011-2012 for treatment system aeration. That cost included all 3-phase power used at the facility. The kWh cost was \$0.0355, the demand rate was \$9 per kW, and the base rate was \$80 per month for that year.

Using those same charge rates, the new treatment system currently being considered suggests that electrical energy costs with the new blowers and fine-bubble aeration may be in the range of \$50,000 to \$60,000. Assuming that the pretreatment building may use an additional \$30,000 to \$40,000, a total energy cost for the new aeration system upgrade might approach \$100,000 per year, based on the 2011-2012 energy rates. A savings in the range of \$40,000 per year represents a 28% energy cost reduction, based on full design capacity treatment. This savings on the planned aeration system replacement means this project is categorically eligible for the GPR.

08/05/15 – RAO



THE CITY OF CODY
MF BOOK 148 PAGE 81

THE CITY OF CODY
MF BOOK 41 PAGE 510

THE CITY OF CODY
MF BOOK 41 PAGE 510

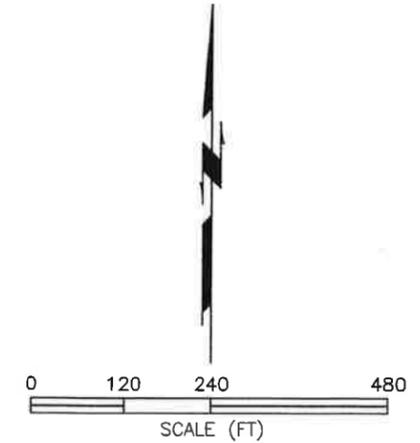
THE CITY OF CODY
MF BOOK 41 PAGE 510

MICHAEL L. KENNY AND MARY R. KENNY
MF BOOK 248 PAGE 35

NICOLE TISHHAMMER
DOC #1997-4087

LIMITS OF PHASE 1

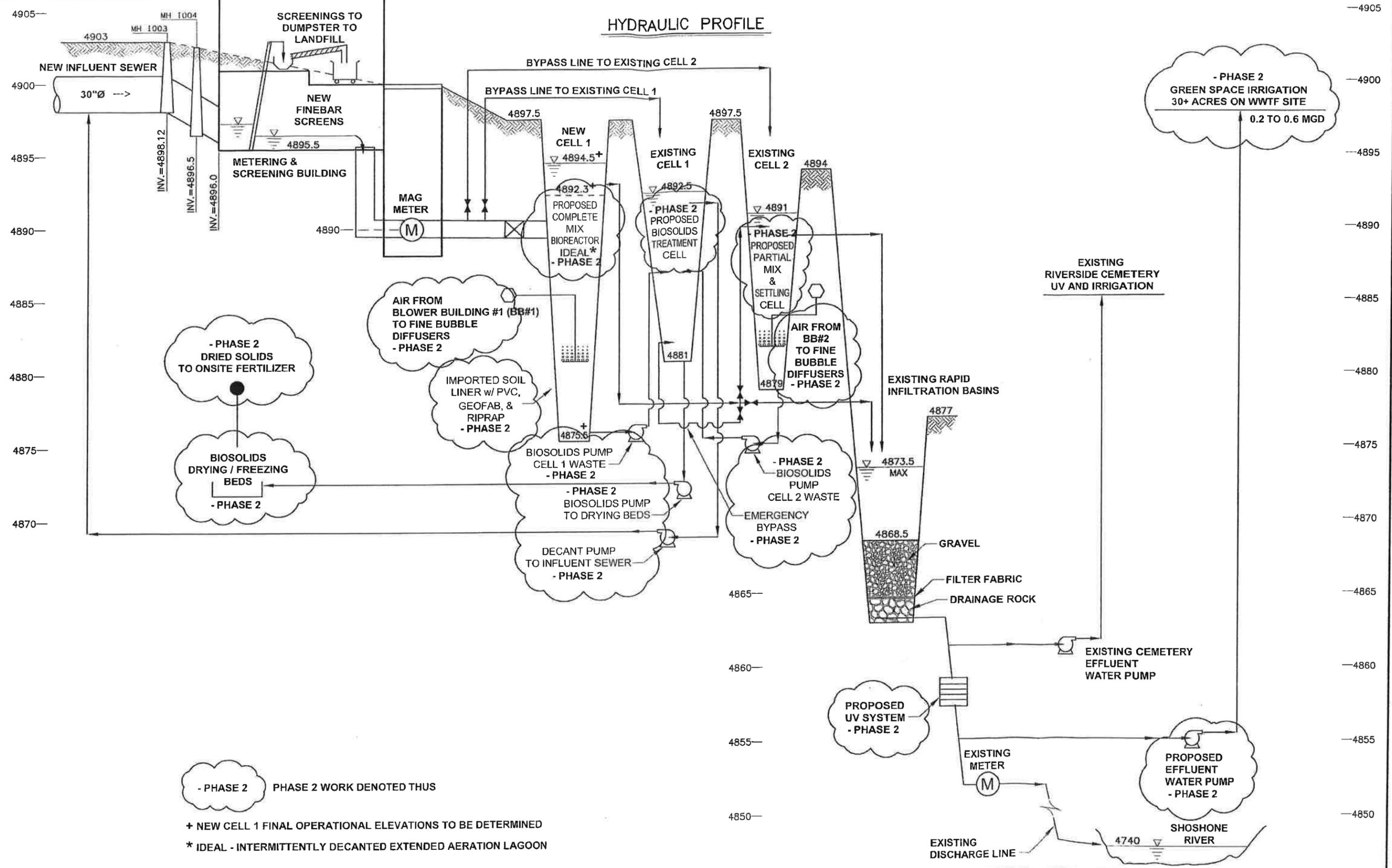
- EARTHWORK
- PIPING
- PTB BUILDING (W/ ELEC, MECH, & SCADA)



P:\2014\14111 Wwtf Bldg\acad\14111_BASE.dwg 11X17 2/27/15

**PROPOSED FLOW DIAGRAM
CODY WWTF UPGRADE PROJECTS
FEBRUARY 2015**

HYDRAULIC PROFILE



- PHASE 2 PHASE 2 WORK DENOTED THUS

+ NEW CELL 1 FINAL OPERATIONAL ELEVATIONS TO BE DETERMINED

* IDEAL - INTERMITTENTLY DECANTED EXTENDED AERATION LAGOON

P:\2014\14111 Wwf Bldg\sect\14111_PTB.dwg P-3 8/5/15 ROB

DATE	DRAWING LOG	CHECKED	APPROVED
08/05/15	ADD PHASE 2 LABELS	RAO	RAO
06/23/15	ORIGINAL DRAWING	CRA	RAO

DRAWN BY: CRA
 JOB NO. 14111
 FIELD BOOK NO. OFFICE

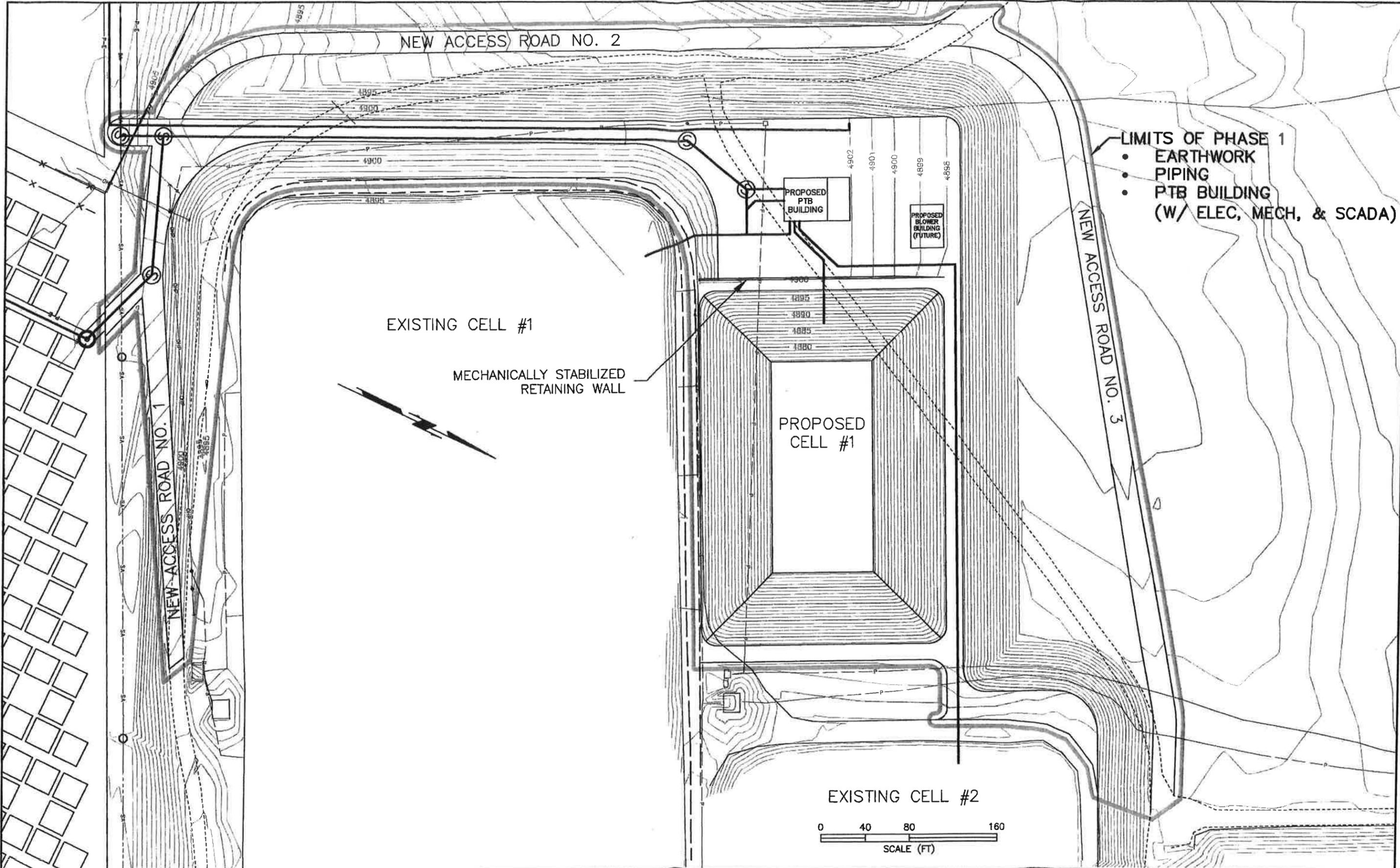


ENGINEERING ASSOCIATES - CODY, WYOMING
 CONSULTING ENGINEERS & SURVEYORS

OWNER: CITY OF CODY, WYOMING

PROJECT: WWTF PHASE 1 UPGRADE
 TITLE: FLOW DIAGRAM / HYDRAULIC PROFILE

P:\2014\14111 Work\Bldg\Access\Cell Base Model_14111.dwg PROJECT AREA OVERVIEW 7/21/15 IN



DATE	DRAWING LOG	BY	CHECKED	APPROVED
10/10/14	DEO SUBMITTAL	IKSM	RAO	
07/30/14	ORIGINAL DRAWING	IKSM	RAO	RAO

DRAWN BY: IKSM
 JOB NO. 14076
 FIELD BOOK NO. 540



ENGINEERING ASSOCIATES - CODY, WYOMING
CONSULTING ENGINEERS & SURVEYORS

OWNER:
CITY OF CODY, WYOMING

PROJECT: **WWTF PHASE 1 UPGRADE**
 TITLE: **PROJECT AREA OVERVIEW**

OFFICE OF STATE LANDS AND INVESTMENTS
General Financial Information Form

Prepared by:

Date:

Entity Type: County Municipality Special District/Lawful Entity

Assessed Valuation, this F.Y.: \$ _____

Total Mills levied by Entity, this F.Y.: Number _____ Percentage of Available Mills _____

Is the number of mills levied by your entity less than the required amount pursuant to W.S. 9-4-604(a)? (If yes, provide justification for eligibility)

Is the Entity assessing the optional sales tax authorized under W.S. 39-15-204(a)(i) or (iii)?
Yes No (If yes, provide the amount and type of tax levied in the County in which the project is located)

What is the Entity's Total bonded and non-bonded indebtedness?
(Include the name of debt holder, principal balance, interest rate, and remaining term)

Total Investments as of:	Total Cash Balances as of:
6/30/	6/30/
6/30/	6/30/
6/30/	6/30/

Explanation for Variances (Attach additional pages if needed, **must be legal size**):

City of Cody
Balance Sheet (unaudited)
Year to Date Ending June 30, 2015

	<u>Governmental Type Funds</u>				<u>Business Type Funds</u>				
	<u>General Fund</u>	<u>Vehicle Replacement</u>	<u>Lodging Tax</u>	<u>Public Improvements</u>	<u>Solid Waste</u>	<u>Water</u>	<u>Wastewater</u>	<u>Electric</u>	<u>Total</u>
<u>Assets</u>									
Cash and cash equivalents	\$ 4,303,604	\$ 2,507,253	\$ 40,273	\$ 49,482	\$ 1,180,922	\$ 1,771,024	\$ 1,698,846	\$ 1,408,181	\$ 12,959,584
Investments	2,642,560	-	-	-	996,596	723,364	237,173	1,379,881	5,979,574
Accounts receivable, net	1,184,761	-	9,895	-	302,391	449,724	183,530	1,525,295	3,655,596
Inventory	133,552	-	-	-	15,490	97,049	6,029	576,983	829,103
Prepaid Expenses	211,907	-	-	-	-	-	-	-	211,907
Capital Assets, net of depreciation	28,075,611	-	-	-	1,512,855	10,390,485	11,394,942	11,186,188	62,560,081
Total Assets	<u>36,551,995</u>	<u>2,507,253</u>	<u>50,168</u>	<u>49,482</u>	<u>4,008,253</u>	<u>13,431,646</u>	<u>13,520,519</u>	<u>16,076,528</u>	<u>86,195,844</u>
<u>Liabilities</u>									
Accounts payable	2,182,696	-	-	-	-	-	-	42,594	2,225,290
Accrued liabilities	15,555	-	-	-	40,030	52,339	28,286	71,740	207,951
Deferred Revenue	185,200	-	-	-	-	-	-	-	185,200
Customer deposits	12,276	-	-	-	-	-	-	249,897	262,173
Total Liabilities	<u>2,395,727</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>40,030</u>	<u>52,339</u>	<u>28,286</u>	<u>364,231</u>	<u>2,880,614</u>
Net Position	<u>\$ 34,156,267</u>	<u>\$ 2,507,253</u>	<u>\$ 50,168</u>	<u>\$ 49,482</u>	<u>\$ 3,968,223</u>	<u>\$ 13,379,307</u>	<u>\$ 13,492,233</u>	<u>\$ 15,712,297</u>	<u>\$ 83,315,230</u>

Resolution No. 2015-15

Entitled: A RESOLUTION AUTHORIZING SUBMISSION OF A FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR THE City of Cody, Wyoming

(name of applicant)

FOR THE PURPOSE OF (state purpose of project): Wastewater Treatment Plant/Facilities Upgrades

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming

(name of applicant)

desires to participate in the FEDERAL MINERAL ROYALTY CAPITAL CONSTRUCTION ACCOUNT GRANT program to assist in financing this project; and

WHEREAS, the Governing Body of the City of Cody, Wyoming

(name of applicant)

recognizes the need for the project; and

WHEREAS, the Federal Mineral Royalty Capital Construction Account Grant program requires that certain criteria be met, as described in the State Loan and Investment Board's Rules and Regulations governing the program, and to the best of our knowledge this application meets those criteria; and

WHEREAS, the Governing Body of the City of Cody, Wyoming

(name of applicant)

plans to match the requested Federal Mineral Royalty Capital Construction Account Grant from the following source(s): (describe the source and status of all matching funds):

Wastewater Enterprise Funds - \$915,250 Pending, WY Clean Water Funds (Grant/Loan) \$915,250 Pending,

State Lands and Investment MRG Grant Funds \$1,769,500 Pending

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

City of Cody, Wyoming

(name of applicant)

, that a grant application in the amount of

\$ \$1,769,500.00 be submitted to the State Loan and Investment Board for consideration

at the 14-Jan-2016 to assist in funding the Wastewater Treatment Plant Upgrades

(date of grant meeting)

(name of project)

BE IT FURTHER RESOLVED, that _____

(name and title of persons)

are hereby designated as the authorized representatives of the City of Cody, Wyoming

(name of applicant)

to act on behalf of the Governing Body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED THIS _____ day of _____, 20____

(signature)

(name and title)

Attest:

(signature)

(name and title)

ORDINANCE 2015-08

AN ORDINANCE REZONING 720 ALLEN AVENUE LOCATED WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING TO GENERAL BUSINESS (D-2).

WHEREAS, the City of Cody received an application from the Wild Sheep Foundation, Inc. as the owner of the 1.0 acre property commonly known as 720 Allen Avenue, to rezone their property from Residential "A" to General Business (D-2);

WHEREAS, said land is described as:

A tract of land within the City of Cody, Park County, Wyoming in the SE ¼ SE ¼ of Section 31, T. 53 N., R. 101 W. of the 6th P.M., according to the Original Government Survey, now included within Tract 82 of T. 53 N., R. 101 W., according to the Government Resurvey, which tract is more particularly described as follows: Beginning at a point on the north line of said SE ¼ SE ¼ located 564.8 feet east of the northwest corner thereof; thence N. 88°31' E. along the north line of said SE ¼ SE ¼ for 255.32 feet more or less to a point located 450.00 feet westerly of the northeast corner of said SE ¼ SE ¼; thence S. 01°04' W. on a line parallel to the east line of said SE ¼ SE ¼ for 181.5 feet; thence S. 88°31' W. parallel to the north boundary of said SE ¼ SE ¼ for 251.56 feet to a point located 574.8 feet easterly of the west line of said SE ¼ SE ¼; thence N. 0°07' W. for 181.32 feet more or less to the point of beginning. (Known as 720 Allen Avenue, Cody, Wyoming)

WHEREAS, on July 14, 2015 the Planning and Zoning Board recommended that the governing body of the City of Cody rezone said lands to General Business (D-2) with a requirement that the property be bound by a development agreement with the City of Cody;

WHEREAS, the Wild Sheep Foundation, Inc. has provided a development agreement that limits the types of permitted land uses for the property and sets development standards for lot coverage, building height, and buffering between neighboring residentially zoned land, as further described in the agreement, which agreement is attached as Exhibit A, and which shall be recorded with the Park County Clerk and Recorder;

WHEREAS, the governing body of the City of Cody finds that it is in the best interest of the public to rezone the property to General Business (D-2), **subject to** the referenced development agreement; and,

WHEREAS following a properly advertised public hearing held by the City Council on August 18, 2015 at 7:00 PM, the City Council has determined that it is in the best interest of the public to rezone the property.

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

1. That the following described 1.0-acre property situated in the City of Cody, Park County, Wyoming, shall be and the same is hereby rezoned to a General Business "D-2" District, to-wit:

A tract of land within the City of Cody, Park County, Wyoming in the SE ¼ SE ¼ of Section 31, T. 53 N., R. 101 W. of the 6th P.M., according to the Original Government Survey, now included within Tract 82 of T. 53 N., R. 101 W., according to the Government Resurvey, which tract is more particularly described as follows: Beginning at a point on the north line of said SE ¼ SE ¼ located 564.8 feet east of the northwest corner thereof; thence N. 88°31' E. along the north line of said SE ¼ SE ¼ for 255.32 feet more or less to a point

located 450.00 feet westerly of the northeast corner of said SE ¼ SE ¼; thence S. 01°04' W. on a line parallel to the east line of said SE ¼ SE ¼ for 181.5 feet; thence S. 88°31' W. parallel to the north boundary of said SE ¼ SE ¼ for 251.56 feet to a point located 574.8 feet easterly of the west line of said SE ¼ SE ¼; thence N. 0°07' W. for 181.32 feet more or less to the point of beginning.
(Known as 720 Allen Avenue, Cody, Wyoming)

2. That **the property will be subject to the terms, conditions and limitations described in the attached development agreement, and** the Mayor and the Wild Sheep Foundation, Inc. shall execute the attached development agreement, and Wild Sheep Foundation, Inc. shall cause the same to be recorded with the Park County Clerk and Recorder.
3. That the official zoning map of the City of Cody shall be amended to show the foregoing zone change.

Effective Date. This Ordinance shall become effective after final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: August 4, 2015

PASSED ON SECOND READING: August 18, 2015

PASSED, ADOPTED AND APPROVED
ON THIRD AND FINAL READING: _____

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

DEVELOPMENT AGREEMENT WITH THE CITY OF CODY

The City of Cody, acting through its duly elected governing body, the City of Cody City Council, DOES HEREBY AGREE AND COVENANT that the property described below, by City of Cody legislative action, shall be designated General Business (D-2) Zoning, subject to the limitations, terms and conditions described herein.

The Wild Sheep Foundation, LLC, as owner of the following described property:

A tract of land within the City of Cody, Park County, Wyoming in the SE ¼ SE ¼ of Section 31, T. 53 N., R. 101 W. of the 6th P.M., according to the Original Government Survey, now included within Tract 82 of T. 53 N., R. 101 W., according to the Government Resurvey, which tract is more particularly described as follows:

Beginning at a point on the north line of said SE ¼ SE ¼ located 564.8 feet east of the northwest corner thereof; thence N. 88°31' E. along the north line of said SE ¼ SE ¼ for 255.32 feet more or less to a point located 450.00 feet westerly of the northeast corner of said SE ¼ SE ¼; thence S. 01°04' W. on a line parallel to the east line of said SE ¼ SE ¼ for 181.5 feet; thence S. 88°31' W. parallel to the north boundary of said SE ¼ SE ¼ for 251.56 feet to a point located 574.8 feet easterly of the west line of said SE ¼ SE ¼; thence N. 0°07' W. for 181.32 feet more or less to the point of beginning.

(Known as 720 Allen Avenue, Cody, Wyoming 82414 or "the property");

DOES HEREBY AGREE AND COVENANT that as a condition of the rezoning of the above described property to General Business (D-2), they set forth the following land use restrictions to run with the land:

- 1) Any use of the above-described property ~~that would be regulated by the City of Cody zoning ordinance~~ shall be limited to:
 - a. Professional office use, as follows: "Professional office" means an establishment for professional, executive and administrative offices, including those of accountants, lawyers, physicians, dentists, architects, engineers, insurance agents, real estate agents, and other occupations which are of similar character to those enumerated, but ~~not~~ including expressly excluding barbers, beauty parlors, cosmetologists, ~~or~~ and other service establishments and building trade contractors. The term professional office specifically includes counseling services, physician and surgeon offices, dentist offices, chiropractor offices, optician offices, osteopath offices, insurance offices, architect offices, engineering and surveying offices, accounting offices, government offices, attorney offices, corporate offices, real estate offices, financial offices, and similar professional offices.
 - b. Any use permitted in the Residential A, B, or C zoning districts (or equivalent residential zoning districts);

- c. Art galleries, including art dealers and art supplies; photography studios; private schools; preschool or childcare facilities; health and fitness studios, spas and clubs; dancing schools; taxi stands and offices; counseling services; and medical and clinical laboratories, but excluding laboratories manufacturing chemicals, medicines, or the like;
 - d. Other uses similar to those described in a, b, and e herein may be permitted, but expressly excluding those uses otherwise listed in the Limited Business (D-1), General Commercial (D-2), and Open Business/Light Industrial (D-3) Districts; and,
 - e. Accessory activities and uses customarily incidental to the primary land use.
- 2) Building height shall not exceed three stories.
 - 3) Percentage of lot area covered by buildings shall not exceed 50%.
 - 4) A minimum fifteen (15) foot building setback shall be provided from the west property line, so long as the adjacent property continues to be used for residential purposes.
 - 5) At such time as any new development occurs on the property, a six-foot tall solid fence shall be provided along the south property line. “Development” shall mean the construction of any building or structure, regardless of size. The fence shall provide a visual barrier, and shall be completed within 90 days after substantial completion of the building or structure. The property owner shall comply with applicable building codes and shall obtain appropriate permits for such fence.
 - 6) A six-foot tall fence shall be maintained along the west property line, except along that portion of the west property line within 25 feet of Allan Avenue, so long as the property to the west is used for residential purposes. The neighbor’s existing six-foot fence is adequate to meet this requirement, so long as it remains in place.

This agreement shall remain in effect and be binding on all heirs, successors, and assignees in interest until such time in the future that the City of Cody, changes the zoning regulations or zoning district of this property after appropriate notice, public hearing, and approval by the City Council as required by ordinance. At such time as the City of Cody takes such action, this property shall be subject to the then designated zoning district regulations.

~~This agreement shall remain in effect and be binding on all heirs and assignees in interest until such time in the future that the City of Cody, rezones the property to a zoning district other than General Business (D-2), or otherwise takes lawful action to remove this agreement. It is intended that this agreement function as a stopgap until the City amends the commercial zoning districts to reflect the 2014 master plan and applies those standards to this property through a zone amendment or rezone. This development agreement does not preclude rezoning the property to a different zoning district in the future.~~

The Wild Sheep Foundation, LLC and the City of Cody are the parties to this agreement, and are responsible to ensure compliance with the provisions herein.

