

City of Cody City Council
AGENDA

Special Meeting 6:30 – Review October 6, 2015 Agenda

Tuesday, October 6, 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

1. Consent Calendar

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

- a. Approval of Minutes: Special Meeting Minutes from August 13, 2015 and Regular Meeting Minutes from 9/15/15.
- b. Award Bid 2015-14 to Jacks Heavy Equipment, Inc., for one 2016 Freightliner 114SD with a Williamsen dump body, in the amount of \$139,437.00, less trade in value of \$10,500.00, leaving a net total amount of \$128,937.00.
- c. Approve the street closure of Sheridan Avenue between 11th and 14th Streets from 3:30pm to 6:30pm, actual event running 4:00 – 6:00, on Saturday, October 31st, 2014 during the Downtown Halloween Festival and sponsor cost in the amount of \$1,973 from the council contingency fund, noting Cody Events Committee will be responsible for cost exceeding the budgeted amount, require insurance for the event and complete the WYDOT application.
- d. Approve the request from the Cody’s Lion’s Club to use the Bob Moore Parking Lot beginning Friday, November 20th through Sunday, November 22nd for the Cody Lion’s “Turkey Day” Event, allow permission to discharge firearms within the City limits on the 21st with the conditions outlined by staff.
- e. Authorize the Mayor to enter into and sign the Memorandum of Understanding and Professional Services Agreement between the City of Cody and Park County, Wyoming for services provided by the City, County or both, regarding the Law Enforcement Center at 1402 Riverview Drive, with an effective date of July 1, 2015.
- f. Authorize the Mayor to enter into and sign an agreement between the City of Cody and the Cody Cupboard as it relates to the Wyoming Business Council Community Development Block Grant, contingent upon final review and approval by the City Attorney.

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 \$975,364.57.
 - b. **ORDINANCE 2015-15 – FIRST READING
AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 8 OF
THE CITY OF CODY CODE: ANIMAL WASTE**
Staff Reference: Scott Kolpitcke, City Attorney
 - c. **ORDINANCE 2015-09 – SECOND READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II
SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES**
Staff Reference: Cindy Baker, Administrative Services Officer
 - d. **ORDINANCE 2015-10 – SECOND READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 9 OF THE CITY OF CODY CODE.**
Staff Reference: Cindy Baker, Administrative Services Officer
 - e. **ORDINANCE 2015-11 – SECOND READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 10, SUBSECTION C, OF THE OF CODY CODE.**
Staff Reference: Scott Kolpitcke, City Attorney
 - f. **ORDINANCE 2015-12 – SECOND READING
AN ORDINANCE AMENDING, TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 10, OF THE CITY OF CODY CODE.**
Staff Reference: Scott Kolpitcke, City Attorney
 - g. **ORDINANCE 2015-13 – SECOND READING
AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 15, SUBSECTION C, OF THE CITY OF CODY CODE.**
Staff Reference: Scott Kolpitcke, City Attorney
5. Tabled Items
6. Matters from Staff Members
7. Matters from Council Members

City of Cody
Council Proceedings
Wednesday, August 13th, 2015

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Wednesday, August 13, 2015 at 5:00 p.m.

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

Absent: None

Mayor Brown called the meeting to order at 5:00 p.m.

Bert Pond, Electric Engineer provided the Governing Body with an update/report from the WMPA meeting he recently had attended.

Rick Manchester, Parks, Public Facilities and Recreation Director provided an update on the request to install Cell Towers at the Recreation Center. No action was taken.

Rick Manchester and John Gallagher, Park County Peddlers provided the Governing Body with a proposal for a Bike Park in the Beck Lake Area. John was directed to proceed with plans and bring back to the Council for consideration.

Steve Payne, Public Works Director, provided a report from a recent Traffic Committee meeting, addressed three areas of concerns. Staff was directed to proceed as recommended.

Barry Cook, City Administrator advised the Governing Body of the recommendation for use of the Draw Street Building. No action was taken.

The Governing Body reviewed Agenda for Tuesday, August 18th meeting. No action was taken.

Mayor Brown adjourned the meeting at 6:25 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

**City of Cody
Council Proceedings
Tuesday, September 15, 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, September 15, 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 amended adding item “d” on the consent calendar. Vote was unanimous.

Mayor Brown and Doyle Stout, Recreation Supervisor recognized Levi Lee and Scott Smith with Sherwin Williams with a Certificate of Appreciation for their donation towards the Bandshell Refurbishment Project. Also recognized was Sarah Miskell Growney, Shoshone Recreation District with a Certificate of Appreciation not only for their donation towards the Bandshell Refurbishment, as well as, other Recreation support.

Mayor Brown proclaimed September 17th through 23rd, 2015 as Constitution Week.

Council Member Miller made a motion seconded by Council Member Greer to approve the consent calendar as amended including approval of Minutes: Special Meeting Minutes from 8/26/15 and Regular Meeting Minutes from 9/1/15; approve the request from Northwest Family Planning to celebrate National Breast Cancer Awareness Month in October - “Lights of Hope”- by allowing pink lights to be wrapped around the light posts on Sheridan Avenue; declare specified equipment as surplus and authorize staff to proceed with disposing of these items through an online auction, revise Resolution 2015-15, approved on September 1, 2015, to reflect consideration at the SLIB meeting on January 21, 2016 (not January 14, 2016). Vote was unanimous.

At 7:21 p.m. Mayor Brown entered into a Public Hearing to allow citizens to review and comment on the preliminary design and construction estimate for Phase 1 of the proposed Wastewater Treatment Plant and Upgrade. Steve Payne, Public Works Director provided background information as it pertains to this project. Malcom B spoke in favor of this project. After calling for comments three times and there being none further, Mayor Brown closed the public hearing at 7:34 p.m.

Council Member Fritz made a motion seconded by Council Member Ballinger to approve vouchers and payroll in the amount of \$1,823,820.32. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

Council Member Ballinger made a motion seconded by Council Member Fritz to approve a request from Cody High School Student Council to use Beck Lake Park on Thursday, September 24, 2015 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, September 25, 2015 at 1:00 p.m., contingent upon approval from WYDOT and providing liability insurance and sponsor other associated staffing and equipment cost in the amount of \$766.52 to be funded out of the Lodging Tax fund. Vote was unanimous.

Consider to approve a request from Attorney Nick Beduhn on behalf of JR Mcgee for the use of a portable toilet located at 2619 Mountain View Drive through the end of the 2015 growing season. Due to lack of motion item failed.

RESOLUTION 2015-17

A RESOLUTION AMENDING THE CITY OF CODY FINAL BUDGET FOR FISCAL YEAR 2015-2016. Council Member Anderson made a motion seconded by Council Member Wolz to approve Resolution 2015-17. Vote was unanimous.

ORDINANCE 2015-09 – FIRST READING

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES. Council Member Fritz made a motion seconded by Council Member Miller to approve Ordinance 2015- First Reading. Vote was unanimous.

ORDINANCE 2015-10 – FIRST READING

AN ORDINANCE AMENDING TITLE 3 , CHAPTER 2, ARTICLE II, SECTION 9 OF THE CITY OF CODY CODE. Council Member Ballinger made a motion seconded by Council Member Anderson to approve Ordinance 2015- First Reading. Vote was unanimous.

ORDINANCE 2015-11 – FIRST READING

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 10, SUBSECTION C, OF THE OF CODY CODE. Council Member Fritz made a motion seconded by Council Member Anderson to approve Ordinance 2015- First Reading. Vote was unanimous.

ORDINANCE 2015-12 – FIRST READING

AN ORDINANCE AMENDING, TITLE 3, CHAPTER 2, ARTICLE II, SECTION 10, OF THE CITY OF CODY CODE. Council Member Ballinger made a motion seconded by Council Member Fritz to approve Ordinance 2015- First Reading. Vote was unanimous.

ORDINANCE 2015-13 – FIRST READING

AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 15, SUBSECTION C, OF THE CITY OF CODY CODE. Council Member Miller made a motion seconded by Council Member Anderson to approve Ordinance 2015- First Reading. Vote was unanimous.

There being no further business, Mayor Brown adjourned the meeting at 8:11 p.m.

Cindy Baker
Administrative Services Officer

Nancy Tia Brown
Mayor

MEETING DATE: 10/6/15

DEPARTMENT: PUBLIC WORKS

PREPARED BY: ROB KRAMER

PRESENTED BY:

AGENDA ITEM SUMMARY REPORT

Bid 2015-14 (1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body

ACTION TO BE TAKEN:

Approve the award of Bid 2015-14 to Jacks Heavy Equipment, Inc., for one 2016 Freightliner 114SD with a Williamsen dump body, in the amount of \$139,437.00, less a trade in value of \$10,500.00, leaving a net total amount of \$128,937.00.

SUMMARY OF INFORMATION:

A request was made in FY 2015/2016 for the purchase of a new tandem axle dump truck to be utilized within the Streets Division. This will allow for two of the Streets Divisions single axle trucks to be transferred into the Water and Electric Divisions.

Bid packets were sent to Able Equipment, Altec Industries, Ameri-Tech Equipment Co., CMI-TECO, Cobalt Truck, Istate Truck Center, Jacks Heavy Equipment, Inc., Kois Brothers, Lariat International Trucks, Layton Truck, McCandless Truck Center LLC, Montana Peterbilt, Motor Power and Equipment, Nesco Rentals, Northern Truck and Equipment, Peterbilt of Wyoming, Swenson Spreader LLC, Terex, and TriState Truck and Equipment.

Five bidders submitted seven bids. These bids were opened at City Hall on September 15, 2015.

A1992 Ford F600 dump truck, and a 1994 International 4500 dump truck were offered as trades.

CMI-Teco submitted one bid for one 2016 Mack GU813 with a Henderson body in the amount of \$147,520.00, less a total trade in value of \$9,800.00, leaving a net total bid of \$137,720.00. This bid did not meet all specifications.

Jacks Heavy Equipment, Inc. submitted three bids as follows:

(1) 2016 Freightliner 114SD with a Crysteel dump body in the amount of \$137,897.00, less a total trade in value of \$10,500.00, leaving a net total bid of \$127,397.00. This bid did not meet all specifications.

(1) 2016 Freightliner 114SD with a Williamsen dump body in the amount of \$139,437.00, less a total trade in value of \$10,500.00, leaving a net total bid of \$128,937.00.

(1) 2016 Freightliner 114SD with a Crysteel dump body in the amount of \$139,831.00, less a trade in value of \$10,500.00, leaving a net total bid of \$129,331.00. This bid did not meet all specifications.

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Peterbilt of Wyoming submitted one bid for one 2016 Peterbilt 367 with a Crysteel dump body in the amount of \$156,327.00. They did not provide a trade in amount. This bid did not meet all specifications.

TriState Truck and Equipment, Inc. submitted two bids as follows:

(1) 2016 Volvo VHD64B200 with a Williamsen dump body in the amount of \$146,473.00, less a total trade in value of \$5,000.00, leaving a net total bid of \$141,473.00. This bid did not meet all specifications.

(1) 2016 Volvo VHD64B200; I-shift transmission, with a Williamsen dump body in the amount of \$138,676.00, less a total trade in value of \$5,000.00, leaving a total net bid of \$133,676.00. This bid did not meet all specifications.

Nesco Rentals submitted a letter of no bid.

FISCAL IMPACT

Funding for this equipment was budgeted for and approved in the Fiscal Year 2015/2016 budget.

ALTERNATIVES

Approve or deny the award of Bid 2015-14 to Jacks Heavy Equipment, Inc., in the amount of \$139,437.00, less a trade in value of \$10,500.00, leaving a net total amount of \$128,937.00.

ATTACHMENTS

1. Bid packet 2015-14

AGENDA & SUMMARY REPORT TO:

1. Gerald Williams with CMI-TECO, jerry@cmiteco.com
2. Josh Olson with Jacks Truck & Equipment, jolson1@jacksinc.com
3. Jenna Maller with Nesco Rentals, jenna.maller@nescorentals.com
4. Keith Sheffield with Peterbilt of Wyoming, keith@pbwyo.com
5. Larry Bautista with Tri-State Truck & Eq., larryb@tste.com

AGENDA ITEM NO. _____



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DOCUMENTS INCLUDED IN PACKET FOR BID NO 2015-14

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

Bid No. 2015-14
(1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body

The City of Cody will receive sealed bids until 2:00 p.m., 9/15/15 at Cody City Hall, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414, for **(1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body** with an option to trade in **(1) 1992 Ford F600 Dump Truck** and/or **(1) 1994 International 4500 Dump Truck**. All bids will be opened and read aloud at this time. Full bid details and specifications are included in the bid packet available at City Hall or by emailing kylieh@cityofcody.com. Direct any questions to Rob Kramer at 587-2958.

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

Dated this 25th Day of August, 2015

Cynthia Baker
Administrative Services Officer

PUBLISH: September 1st, 2015
 September 8th, 2015



**INSTRUCTIONS: (1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body
BID REQUEST NUMBER 2015-14**

The Bidder agrees to provide **(1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body** free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 1992 Ford F600 Dump Truck** and/or **(1) 1994 International 4500 Dump Truck**. The bidder shall complete every space in the Bid 2015-14 City of Cody Specifications Forms on pages 4-12 to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration on any make or model that is equal or superior to the specifications.

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

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

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

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

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

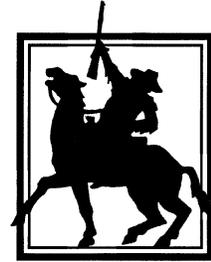
All material provided under this bid shall be new and unused. Bid documents may be obtained from:

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

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid No. 2015-14, (1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than 2:00 p.m. 9/15/15. The bid opening will be held at that time at City Hall. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

Bid Proposal Form
Bid No. 2015-14 (1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body
 City of Cody, Wyoming



CITY OF CODY
 WYOMING

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

The undersigned Bidder agrees to provide **(1) New 2016 or Newer Tandem Axle Dump Truck and Dump Body**, free and clear of all liens of any kind, pursuant to the specifications and invitation to bid. The bid may include a trade-in value for **(1) 1992 Ford F600 Dump Truck VIN 1FDPF60J4NVA22145** and/or **(1) 1994 International 4500 Dump Truck VIN 1HTSDAAN4RH591674**.

The bid price shall be F.O.B. City of Cody Vehicle Maintenance Shop 119 19th Street, Cody, WY 82414.

Bid Schedule	Quantity	Unit	Total Price
Bid for:			\$ _____
Less trade if any:		1992 Ford	\$(_____)
		1994 International	\$(_____)
Net Total Bid			\$ _____

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

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

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

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

Date _____

 Signature

 Typed or Printed Name

 Company

 Mailing Address

 City, State and Zip

 E-mail Address

City of Cody

Specifications for (1) New 2016 or Newer Tandem Axle Dump Truck

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

A. GENERAL

YES **NO**

- | | | |
|---|-------|-------|
| 1. 2016 Model year or newer. | _____ | _____ |
| 2. Gross Vehicle Weight: 64,000 lbs. minimum. | _____ | _____ |
| 3. Frames: Min. ½" x 11-7/8" heat treated alloy steel, 120 k.s.i., w/
inner frame reinforcement at front suspension. | _____ | _____ |
| 4. Wheel base to accommodate a 16ft. dump body. | _____ | _____ |
| 5. 24" integral front frame extensions to accommodate front
mounted hydraulic pump and bumper. | _____ | _____ |
| 6. 34" Hustings hitch mounted on the front. | _____ | _____ |

B. FRONT AXLE

- | | | |
|---|-------|-------|
| 1. Min. 20,000 lb. Front axle. | _____ | _____ |
| 2. Min. 20,000 lb. flat leaf front springs. | _____ | _____ |
| 3. Heavy duty front shock absorbers. | _____ | _____ |
| 4. Set-back axle. | _____ | _____ |

C. REAR AXLE

- | | | |
|---|-------|-------|
| 1. 46,000 lb. rear axle with tuff trac suspension. | _____ | _____ |
| 2. Cab operated inter-axle differential lock with lighted display and
all wheel lock-up. | _____ | _____ |
| 3. Differential ratio to provide max. speed of at least 65 mph. | _____ | _____ |

D. TRANSMISSION

- | | | |
|-------------------------------------|-------|-------|
| 1. Allison 4000 series transmission | _____ | _____ |
| 2. Transmission oil cooler. | _____ | _____ |
| 3. Transmission temperature gauge. | _____ | _____ |

TRANSMISSION continued

YES **NO**

4. Transmission to carry a min. 2 yr. unlimited mileage factory warranty. _____

E. ENGINE

1. Diesel powered, minimum 435 H.P., electronic controlled with a minimum of 1550 lb.-ft. of torque. _____
2. Air cleaner with inside-outside air intake with snow door, and air restriction indicator with graduations. _____
3. Heavy duty radiator w/front PTO provision 1350 adaptor. _____
4. Silicone coolant hoses. _____
5. 120 volt 1500 watt (min.) engine block heater. _____
6. Fuel/water separator with heater. _____
7. Anti-freeze to -35 degrees below zero. _____
8. Engine to carry a minimum 2 year, unlimited mileage warranty. _____
9. Vertical exhaust system w/90° weather guard. _____
10. Minimum 19.0 C.F.M. air compressor. _____
11. Minimum 12 volt 160 amp alternator. _____
12. Engine compression brake. _____

F. BRAKE SYSTEM

1. Air brake system. _____
2. Dual air pressure gauges. _____
3. Parking brake shall have (4) spring brake chambers mounted on forward side of drive axle and a dash mounted warning light w/audible alarm. _____
4. Bendix or equivalent air dryer with heater. _____
5. Low air pressure warning light w/audible alarm. _____

BRAKE SYSTEM continued

YES **NO**

- 6. Minimum of 16.5”x 6” front cam type brakes. _____
- 7. Minimum of 16.5”x 7’ rear cam type brakes with dust shields. _____
- 8. Antilock brake system, compatible w/trailer antilock brake system. _____
- 9. Factory wiring connection for trailer antilock system. _____
- 10. Air tank drain with DV-2 auto drain valve with heater. _____
- 11. All other air tanks to have a manual drain valve with pull cable. _____
- 12. S-Cam type “Q” Series front and rear brakes with automatic slack adjusters. _____

G. ELECTRICAL SYSTEM

- 1. Three (3) batteries with a minimum of 3375 c.c.a. _____
- 2. All lights and reflectors must conform to Wyoming and Federal D.O.T. regulations. LED lights. _____
- 3. Air lines & light cables w/double insulated wires to end of frame. _____
- 4. Electric backup alarm. _____
- 5. Battery disconnect switch, mounted in cab near driver’s seat. _____
- 6. Plow lighting wire harness to front of truck with dash mounted switch. _____
- 7. Smartplex Expansion module. _____

H. FUEL TANK

- 1. Minimum capacity, 70 U.S. gallons mounted on driver’s side of vehicle w/6 gallon DEF tank. _____

I. CAB EXTERIOR

- 1. Standard conventional cab w/air ride suspension aluminum construction with steel reinforcement design. _____

CAB EXTERIOR continued

YES **NO**

- | | | |
|---|-------|-------|
| 2. Grab handles right & left side. | _____ | _____ |
| 3. 2" fender extensions. | _____ | _____ |
| 4. Dual air horns. | _____ | _____ |
| 5. Fully insulated cab. | _____ | _____ |
| 6. Stationary grille w/tilt hood. | _____ | _____ |
| 7. Dual 16" x 7" mirrors w/8" convex mounted under primary mirrors, motorized & heated. | _____ | _____ |
| 8. Tinted glass. | _____ | _____ |
| 9. Single color, "Bright White". | _____ | _____ |
| 10. Dual rear mounted work lights on back of cab. | _____ | _____ |
| 11. Steel oil pan guard. | _____ | _____ |
| 12. Dual amber cab mounted rotating beacon lights. | _____ | _____ |
| 13. Cab roof reinforcements for roof mounted components. | _____ | _____ |
| 14. Winterfront | _____ | _____ |
| 15. Plow lights. | _____ | _____ |

J. CAB INTERIOR

- | | | |
|---|-------|-------|
| 1. Heavy-duty floor mats. | _____ | _____ |
| 2. High output fresh air heater and defroster with snow shield. | _____ | _____ |
| 3. Variable speed, w/intermittent electric windshield wipers, both sides. | _____ | _____ |
| 4. Operator's seat; air suspension, high back with dual armrests. Fixed passenger seat, seats to be cloth covered light blue or light gray. | _____ | _____ |
| 5. Factory installed air conditioning. | _____ | _____ |
| 6. Dual inside sun visors. | _____ | _____ |

CAB INTERIOR continued

YES **NO**

- 7. Interior dome light. _____
- 8. AM/FM/bluetooth radio with dual speakers. _____
- 9. Electric windows and door locks. _____
- 10. Factory standard gauges to include engine oil pressure & engine temperature gauges w/audible alarms, volt meter and tractor protection valve. _____
- 11. Trailer hand control brake valve. _____
- 12. Tilt and telescopic steering column. _____

K. WHEELS AND TIRES

- 1. Wheels to be Disc type. _____
- 2. Tires: Rear minimum (11R24.5 16 PLY rated, tubeless All Season M/S Radial). _____
- 3. Tires: Front minimum (385/65/R22.5 18 Ply all season radial) _____
- 4. Wheels to be painted same as cab. _____
- 5. Wheels and tires to accommodate specified axle rating. _____

L. MISCELLANEOUS

- 1. One complete set of manuals; repair, service, parts and operators. _____
- 2. Full factory warranty on entire truck and components. _____
- 3. One copy of the Dealer's order form showing the make, model and all of the equipment being bid. _____
- 4. Vehicle to be delivered to the successful bidder of the dump body. _____
- 5. The successful bidder shall also agree to provide all transportation and travel expenses from the City of Cody to the bidder's place of business, or have provisions for a "field" mechanic to perform any warranty work that may be required on the equipment and/or attachments being bid, at the City of Cody Shop located at 119 19th St Cody, WY. _____

MISCELLANEOUS continued

YES **NO**

6. Upon delivery to the City, the vehicle will be fully equipped as specified, serviced, cleaned and ready to enter into service for the City of Cody. _____
7. Bidder must state estimated time of delivery. _____

M. OPTIONAL TRADE-IN

1. The City of Cody may choose at its sole discretion, to trade in **(1) 1992 Ford F600 Dump Truck VIN 1FDPF60J4NVA22145** and/or **(1) 1994 International 4500 Dump Truck VIN 1HTSDAAN4RH591674**. Trade in's shall be in "AS IS" condition at the time of the bid opening. This equipment will be available for inspection at the City of Cody Vehicle Maintenance Shop, located at 119 19th Street, Cody, WY, by appointment only between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Bidder shall state the amount of allowance to be deducted, for each vehicle, from the Bidder's proposal on the attached Bid Proposal Form, should the City of Cody select this option.

City of Cody

Specifications for New 12 Yard Dump Body

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

The dump body shall include but not be limited to the following specifications.

A. GENERAL

YES **NO**

1. New 12 cubic yard dump body equipped with a contractor-type longitudinal design.

B. DIMENSIONS

1. 16' length 10 yard water level; 12 yard structural body.

2. 12 cubic yard capacity.

C. FRONT/REAR & SIDES

1. One piece sides and head sheet to be 10 gauge high tensile steel w/heavy duty boxed top rail.

2. Mud flap brackets for front and rear.

3. A step plate must be installed on each side of box over wheels.

4. 8" welded asphalt lip.

5. Min. (1) 10 gauge horizontal side brace.

6. 8 gauge top rail and bottom rub rail.

7. Recessed LED tail, turn and stop lights, rubber mounted.

8. 24" 10 gauge cab protector.

9. Full depth, one piece, rear corner posts.

D. FLOOR & TAILGATE

1. One piece 3/16" (AR400) abrasive resistant high strength steel floor.

FLOOR & TAILGATE continued

YES **NO**

- 2. Full perimeter boxing w/all horizontal edges sloped outward. _____
- 3. Air trip tailgate release w/cab mounted controller. _____
- 4. 1 ¼” min. diameter upper and lower tailgate pins. _____

E. HOIST

- 1. Single cylinder front mounted telescopic. _____

F. PAINT

- 1. Dump body to be painted same “factory” color as truck. _____

G. MOUNTING

- 1. A chip spreader bar is to be bolted to frame. _____

H. PUMP

- 1. The hydraulic pump shall be an axial piston, pressure and flow compensated load sensing type. _____
- 2. Parker model PAV65 or equal, rated for 3000p.s.i. and 3000 RPM continuous duty. _____

I. DRIVELINE

- 1. The pump shall be driven directly off the engine crankshaft by a splined driveline to allow for slip movement. Driveline to be a Spicer 1310 series or equal. Key type slip yokes are not acceptable. _____
- 2. Pump shall be mounted with the driveshaft centerline parallel to the crankshaft. _____

J. RESERVOIR & VALVE ENCLOSURE SYSTEM

- 1. Valve and reservoir shall be a self-contained integral valve/reservoir assembly. Muncie Power Products design or equal. _____

RESERVOIR & VALVE ENCLOSURE SYSTEM continued

YES

NO

- 2. Steel tank and valve enclosure system to provide a reservoir for the hydraulic fluid with a minimum capacity of 35 U.S. gallons. The same enclosure shall have a removable lid and provide a dry, protected area to house the control valve assembly. Controls valves to accommodate a Sander, Plow and dump body. _____

- 3. Reservoir section shall have a breather cap, cleanout port and a built in replaceable filter unit. Valve enclosure section to have all plumbing fixtures internal to a bulkhead mounting so as entire assembly becomes a self-contained unit. External hoses and valve control lines shall plumb to bulkhead on exterior surface. _____

K. CAB MOUNTED CONTROLS

- 1. All control levers to run a plow, sander and dump box. Cable style levers will not be accepted. _____

MEETING DATE: OCTOBER 6, 2015
DEPARTMENT: ADMINISTRATION
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: CINDY BAKER

AGENDA ITEM SUMMARY REPORT
HALLOWEEN CLOSURE OF SHERIDAN AVENUE

ACTION:

Tia Brown, representing the Cody Events Committee is requesting the City of Cody close Sheridan Avenue on Saturday, October 31, 2014 from 11th Street to 14th Street from 3:30 to 6:30 p.m. with the event running 4:00 – 6:00 p.m. for the annual Downtown Halloween Festival.

SUMMARY:

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

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

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

FISCAL IMPACT

The anticipated costs for the Public Works Department employees to set up the signs, place the barricades and man them for the time period outlined is approximately \$1,973 of which was allocated to be paid for out of the Lodging Tax Fund during the budgeting process. Being this event is happening on a weekend versus doing the week there will be additional cost associated with the street closure, the event coordinators have been informed of this additional cost and will be responsible for all cost associated with this event above the \$1,973.00 that was budgeted.

RECOMMENDATION

Staff recommends that the Mayor and Council approve the request as presented with the provision that the Cody noting the Cody Events Committee will be responsible for all cost exceeding the \$1,973.00 that was budget.

ATTACHMENTS

Agenda Request Form

AGENDA & SUMMARY REPORT TO:

Tai Mitchell Chamber Events Coordinator

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.

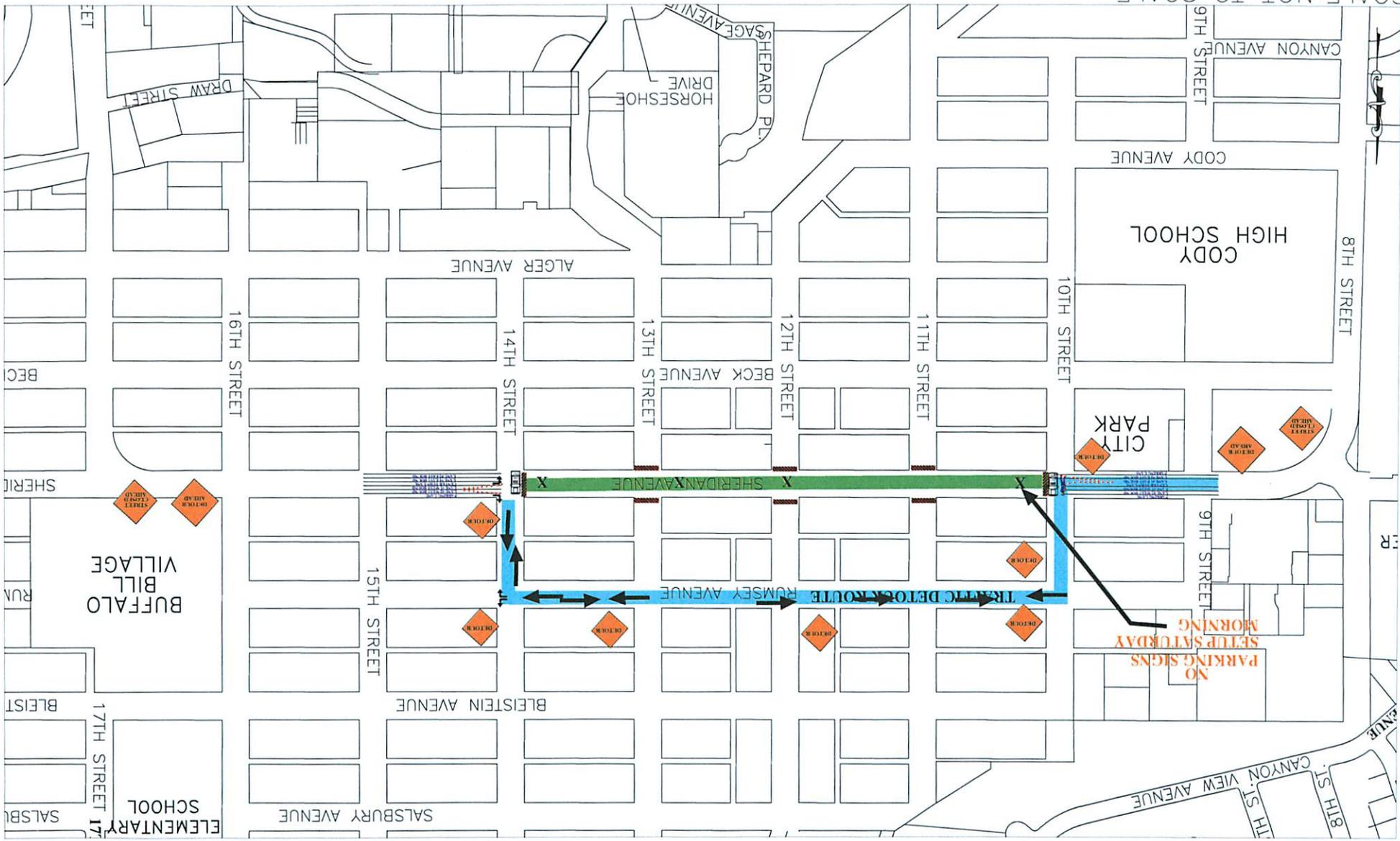
Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. 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 Tia Mitchell
Organization Represented Cody Chamber Events Committee
Date you wish to appear before the Council September 15 or October 5
Mailing Address 836 Sheridan Telephone 587-2777
E-Mail Address events@codychamber.org
Preferred form of contact: Telephone E-Mail either
Names of all individuals who will speak on this topic Tia Mitchell
Event Title (if applicable) Downtown Truck or Truik
Date(s) of Event (if applicable) Saturday, Oct 31, 2015 4-6 pm
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Street closure of 10th st. to 14th st. to accommodate the annual downtown truck or truik event sponsored by the Cody Events Committee. Closure: 3:30pm - 6:30 pm. Event is 4-6 pm.
Which City employee(s) have you spoken to about this issue? _____
Signature Ann Mitchell Date 9/11/15

* Consent agenda request

HALLOWEEN DOWNTOWN STREET CLOSURE

SCALE: NOT TO SCALE





Event Name City of Cody - Downtown Halloween Festival Event Date 10/31/15
 Type of Event: Halloween Event Street Closure for safety of Children
 Event Director or Organizer City of Cody - Steve Payne, DPW Telephone 307-527-7511
 Address 1338 Rumsey Avenue, P.O. Box 2200, Cody, WY 82414 Email spayne@cityofcody.com
 Club Affiliation or Sponsor _____ Estimated Number of Participants +/- 800

Course Information: Total closure Partial closure Remain open to traffic *(Check appropriate box(s) (Explain in Event Description))*

I (we) City of Cody hereby make application for a special permit

upon the right-of-way of:

highway 14, 16, 20 between milepost 46 + 89 and milepost 66 + 89
 highway _____ between milepost _____ and milepost _____
 highway _____ between milepost _____ and milepost _____
 highway _____ between milepost _____ and milepost _____

on 10/31/2015 between 3:30 PM and 6:00 PM
Date Time Time

I (we) agree to strictly conform to the exhibits attached hereto, subject to all terms, conditions, agreements, stipulations and provisions contained in the application and permit, in Chapter XXIII rules and regulations of the Wyoming Department of Transportation, and any other applicable regulations, laws or ordinances.

EVENT DESCRIPTION (Attach event map): Downtown Halloween Festival: The City of Cody proposes the closure of Sheridan Ave. (HWY 14, 16, 20) from 10th Street to 14th Street to allow children to freely visit the downtown merchants for Halloween Treats. City employees (police, street, water and electric crews) will close streets and redirect traffic as indicated on the attached traffic control plan.

Prior to the event, I (we) agree to review the course to determine potential problems that could endanger participants and equipment and to notify the participants of them. If I (we) determine the problems to be severe, I (we) agree to cancel the event.

Permittee must provide a certificate of insurance as evidence of an existing Comprehensive or Commercial General Liability Policy, including contractual liability coverage, with limits not less than \$500,000.00 combined single limit for all claims arising out of a single accident or occurrence.

THE PERMITTEE SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY THE STATE OF WYOMING, DEPARTMENT OF TRANSPORTATION AND ITS OFFICERS, AGENTS, EMPLOYEES AND MEMBERS FROM ALL SUITS OR ACTION WHICH MAY RESULT FROM ANY ACTIVITY BY THE PERMITTEE, ITS OFFICERS, SUBCONTRACTORS, AGENTS OR EMPLOYEES.

Nancy Tia Brown, Mayor

Name (Please Print)

1338 Rumsey Ave., P.O. Box 2200

Address

Cody, Wyoming 82414

City, State and Zip

1-307-527-7511

Telephone

Signature

Date (Minimum of 60 days prior to event)

Approval must be obtained from the city, town or county government if the closure restricts the use of any road, street or highway of the affected jurisdiction.

Approved by city or town if applicable

Nancy Tia Brown, Mayor

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

Approved by county if applicable

Name/Title (Please Print)

Signature/Title

Date

Address

City, State and Zip

Telephone

MEETING DATE: OCTOBER 6, 2015
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL:
CITY ADM. APPROVAL: _____

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

ACTION

The Lions Club is requesting the use of the Bob Moore Parking Lot from Friday, November 20th through Sunday, November 22nd. This will include the use of firearms (.22 rifles) on November 21st. In addition to the use of the lot, the Cody Lions request that banners be permitted to be erected at 8th and Lindsey Lane and on the Greybull Hill for the month of November.

BACKGROUND

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

FISCAL IMPACT

There is no fiscal impact with this event

ALTERNATIVES

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

RECOMMENDATION

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

ATTACHMENTS

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

AGENDA & SUMMARY REPORT TO:

Ty Pederson Trelp30@gmail.com

AGENDA ITEM NO. _____

CODY LIONS CLUB

P.O. Box 786

Cody, WY 82414

www.codylionsclub.org

September 21, 2015

City of Cody

Attn: The Honorable Nancy Tia Brown

1338 Rumsey Ave

Cody, WY 82414

Mayor Nancy,

I respectfully ask that the Cody Lions Club be added to the consent agenda for a city council meeting during October 2015. The exact date is at your discretion.

The purpose is to ask the city to authorize the use of Bob Moore Park and the firing of live ammunition in conjunction with the 44th Cody Lions Club Turkey Day. The dates are November 20-22, 2015.

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

Thank you for your time,



Ty Pedersen, Chairman

Blaine Snyder, Vice-Chairman

I can be reached on my cell @ 272-4508, by email: trelp30@gmail.com, or at 1313 Meadow Lane Ave

MEMORANDUM OF UNDERSTANDING
Professional Services Agreement

This Memorandum of Understanding and Professional Services Agreement is made and entered into by and between Park County, Wyoming, who shall be known as the "COUNTY" and the City of Cody, a Wyoming Municipal Corporation, who shall be known as the "CITY". The purpose of the Memorandum and Agreement is to establish mutually agreed upon services that will be provided by the CITY, COUNTY or both, regarding the Law Enforcement Center (excluding the secured area of the jail), at 1402 Riverview Drive, Cody, Wyoming and associated costs with the operation of said center. The parties therefore agree to the following:

1. The term of the agreement shall be perpetual or for the life of the building. It shall remain in full force and effect until terminated by either party. Termination shall be in writing at least three hundred and sixty five (365) days in advance. The agreement may only be modified in writing after either party request modification(s) and after the governing bodies mutually agree to said modifications.
2. An annual review of compliance with the terms and conditions of the agreement shall be conducted by parties designated by the COUNTY and the CITY between January and February of each year. The results of this review including any recommended modifications and adjustments to costs, fees and expenses, including the number and percentage of incidents by agency from the previous twelve months shall be provided to the governing boards of the COUNTY and the CITY. The COUNTY'S designated parties will be the Chairman of the Board of County Commissioners and the Sheriff, or their designees. The CITY'S designated parties will be the Mayor, the City Administrator and the Chief of Police, or their designees. The results of this review shall be provided to the governing boards of the COUNTY and CITY and said review shall include but not be limited to the effectiveness of this agreement and any recommended changes thereto. No modifications or adjustments to this agreement, including modifications or adjustments to the costs, fees, expenses and other amounts established herein, shall be effective until the process described above has been followed, and until a written amendment has been approved and signed by both Governing Bodies.
3. The COUNTY shall provide custodial services to the CITY which shall include but not be limited to: interior cleaning, vacuuming, dusting and bathroom maintenance. Said services shall occur at a minimum of every other day; excluding weekends and holidays. CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$23,363.19 (50% of \$46,726.38) for the cost of janitorial services. Additionally, CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$3,930 (50% of \$7,860) for cleaning supplies and interior supplies for replenishing general custodial

supplies including but not limited to light bulbs, air handler filters, toilet paper and cleaning supplies that shall be used by the COUNTY. Other maintenance such as carpet shampooing, floor washing, etc. shall be scheduled as needed by the maintenance staff. The COUNTY will also maintain all exterior lighting.

4. The COUNTY and the CITY agree that in regards to the Law Enforcement Administration Facility, the COUNTY shall provide an estimate of anticipated repairs for the facility for consideration during the annual review. The COUNTY and the CITY agree to allocate in each respective budget funds to cover 50% of the mutually approved budgeted repair costs. The CITY will reimburse the COUNTY for its share of the actual repair costs within forty-five (45) days of being invoiced by the COUNTY for the CITY share of the repair costs. If the COUNTY determines an emergency exists, the unanticipated repairs shall be shared at 50% by the CITY and COUNTY respectively.
5. The CITY shall provide exterior maintenance to the grounds of the facility including, but not limited to parking lot striping, sweeping, snow removal and plowing, landscaping maintenance, watering, weed control on property, including inside fenced areas and exterior window washing. The COUNTY shall provide a credit to the CITY's monthly bill reflecting fifty percent of the total annual cost or \$4,762 (50% of \$9,523). In the event that parking lot repairs, repaving or other capital repairs, improvements and other requirements are necessary, the CITY and COUNTY shall mutually agree to a funding mechanism which shall be part of the normal budgeting process for each appropriate party. In addition, the COUNTY will maintain all exterior cameras.
6. The COUNTY and CITY shall have access to all shared facilities related to the Law Enforcement Center including the meeting room, conference room, work-out facilities and the garage. The COUNTY and CITY agree to coordinate the use of those areas for law enforcement purposes. The COUNTY and the CITY agree to share maintenance and replacement costs within shared facilities on an even basis. The COUNTY and CITY agree to pay equally in the cost of equipment for the workout and training rooms. However, the COUNTY and CITY agree that each may purchase items for the shared areas for the benefit of everyone if funds are available from one agency and not the other, without an expectation for reimbursement from the other agency.
7. The CITY agrees to pay 12.5% of the electric and 12.5% of the demand on a monthly basis. The CITY agrees to pay 12.5% of the monthly sewer and water costs. In the event it is determined that these fees do not represent the actual costs of providing services, said annual fees will be adjusted.
8. The CITY agrees to pay COUNTY a base fee of two hundred twenty four thousand eight hundred seventy eight dollars (\$224,732) in twelve (12) monthly payments for "Dispatcher Wages and Benefits". Said base fee is calculated from the Total Dispatch

wages and benefits (EXHIBIT A) multiplied by the percentage of total police department incidents generated the preceding year (EXHIBIT B). Incidents shall be defined as a call for service initiated for documentation purposes as received either by an individual or generated by the Officer for a legal record of a call for service to be used for court and/or statistical tracking purposes and such incident types that shall be billable are outlined in EXHIBIT D. In addition, the CITY agrees to pay COUNTY fifty thousand dollars (\$50,000) in twelve (12) monthly payments for services as described in EXHIBIT C. Said costs shall be proportionately shared by COUNTY and CITY based upon prior year actual and for this contract shall be \$50,000. Said costs shall include those paid out of the COUNTY general fund and shall exclude expenses paid from the COUNTY E911 fund.

A summary of this agreement is as follows:

	Yearly	Monthly
1. Dispatch Labor Costs:	\$224,732.00	\$18,727.67
2. Capital Equipment Costs:	\$ 50,000.00	\$ 4,166.67
3. Inside Maintenance Supply Costs:	\$ 3,930.00	\$ 327.50
4. Inside Maintenance Labor Costs:	\$ 23,363.00	\$ 1,946.92
5. Outside Maintenance Costs:	(\$ 4,762.00)	(\$ 396.83)
6. Building Insurance Costs:	\$ 3,049.25	\$ 254.10
Total Contract Cost:	\$300,312.25	\$25,026.02

9. The CITY agrees to the following conditions related to Computer Systems and Data Networks. Any CITY purchases of computer workstations and other network devices, printers, cameras, scanners, etc., will be coordinated and compatible with COUNTY information technology purchasing guidelines. Any CITY purchases of servers, operating systems, software or other integrated programs will be planned and approved by the COUNTY prior to use. The COUNTY agrees the CITY can purchase and install any and all equipment related to network access provided it is compatible and agreed to by the COUNTY. The COUNTY agrees to provide services that meet current Law Enforcement requirements for security and confidentiality. Any purchases made by the CITY that shall not be integrated with the County Systems and Data Networks shall not need COUNTY approval.
10. The COUNTY shall provide access to any and all record produced by COUNTY through the Dispatch Center as it is related to CITY business. Records include, but are not limited to logs, reports, phone systems, phone recordings, radio transmissions and computerized records including email. The request for records may be verbally or in

writing, and the CITY shall allow a reasonable time for the production of requested records.

11. The COUNTY will be responsible for insuring the entire building structure against fire, and other loss and casualty. The CITY will be responsible for insuring all CITY property and contents within CITY space and the COUNTY will be responsible for insuring all other property and contents. In the event of a catastrophic loss, the COUNTY and the CITY recognize the CITY'S 12.5% ownership of the Administrative portion of the Law Enforcement Center and the parties shall agree to either rebuild any portion damaged or compensate the CITY for their 12.5% ownership from the gross insurance proceeds. City shall pay the County 12.5% of the County's property insurance premium on the building ($24,394.00 \times .125 = 3,049.25$).
12. Both the COUNTY and the CITY are government entities within the State of Wyoming. By entering into this agreement, neither the City nor the County waives its sovereign or governmental immunity, or any other rights, limitations and defenses provided by the Wyoming Constitution and Wyoming law, and both expressly reserve the right to assert such immunities, rights, limitations and defenses to any action arising out of this agreement.

Dated this _____ day of _____, 2015.

Chairman, Board of Park County Commissioners

ATTEST:

Park County Clerk

Mayor, City of Cody

ATTEST:

Administrative Services Officer

Exhibit A Dispatcher Wages & Benefits Amounts

	From Last Agreement	For New Agreement CY 2014	Difference
Gross Wages	\$369,038.80	\$310,725.95	\$58,312.85
OTWages	\$25,050.00	\$23,576.56	\$1,473.44
Socia ISecurity	\$28,231.47	\$20,518.17	\$7,713.30
Medicare	\$5,351.06	\$4,798.58	\$552.48
Retirement	\$53,953.47	\$46,553.12	\$7,400.35
Workers Comp	\$10,997.36	\$10,293.25	\$704.11
Other Benefits	\$91,196.40	\$71,022.60	\$20,173.80
TOTAL	\$583,818.56	\$487,488.23	\$96,330.33
City Percentage for 2014	46.90%	46.13%	0.77%
City Share	\$273,810.90	\$224,878.32	\$48,932.58

Summary From Page 3 of Agreement

Yearly	From Last Agreement	For New 2014 Costs	Difference
1. Dispatch Labor Costs	\$273,820.00	\$224,732.07	\$49,087.93
2. Capital Equipment Costs	\$50,000.00	\$50,000.00	\$0.00
3. Inside Maint Supply Costs	\$3,930.00	\$3,930.00	\$0.00
4. Inside Maint Labor Costs	\$22,627.00	\$23,363.19	-\$736.19
5. Outside Maint Costs	-\$4,762.00	-\$4,762.00	\$0.00
6. Building Insurance Costs	\$3,276.00	\$3,049.25	\$226.75
Total Yearly Contract Cost	\$348,891.00	\$300,312.26	\$48,578.74
Monthly Contract Cost	\$29,074.25	\$25,026.02	\$4,048.23

City Share of Consoles/Logging Recorder+ 3 Consolettette Radios \$267,536.57

City Cost Spread Scenerio	Yearly Cost	Total Yearly	Monthly Cost	Total Monthly	Increase
Spread over 3 years	\$89,178.86	\$389,718.11	\$7,431.57	\$32,476.51	\$3,402.26
Spread over 4 years	\$66,884.14	\$367,423.40	\$5,573.68	\$30,618.62	\$1,544.37
Spread over 5 years	\$53,507.31	\$354,046.57	\$4,458.94	\$29,503.88	\$429.63

Console Yearly Maint Costs- Open for Discussion

	Yearly	Monthly
1st Year- Warranty-	\$0.00	\$0.00
2nd Year	\$16,035.00	\$1,336.25
3rd Year	\$16,837.00	\$1,403.08
4th Year	\$17,679.00	\$1,473.25
5th Year	\$18,563.00	\$1,546.92
Grand Total	\$69,114.00	

EXHIBIT B

Use of the Park County Sheriff's Office
Communications Center resources
by LOGGED incidents only

For Calender year 2014

amount/total=%

amount/total=%

agency	total	percent of total	
10267	22962	44.7130%	PCSO
10592	22962	46.1284%	CPD
347	22962	1.5112%	CFD
38	22962	0.1655%	CLFD
197	22962	0.8579%	PFD
38	22962	0.1655%	MFD
1483	22962	6.46%	WPH

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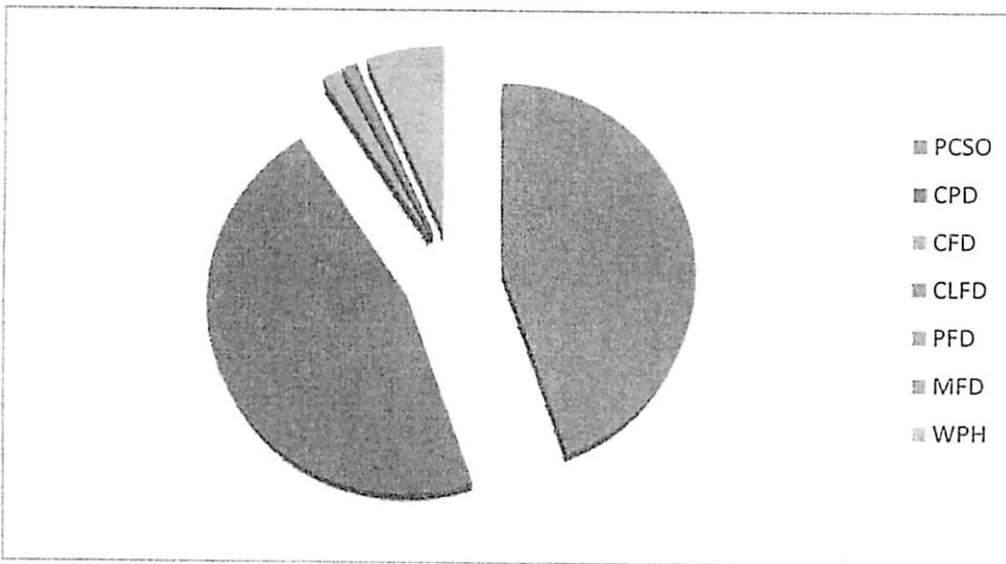


EXHIBIT C

GENERAL DISPATCH SERVICES

- Receive all calls for service, including 911 calls and to dispatch appropriate emergency personnel and police officers, and document accordingly, in Rims system.
- Receive all incoming calls for police department employees and to receive police related messages; Except that the CITY agrees to utilize "direct dial" or cell phones for phone calls whenever practical, especially for personal calls; and to use voice mail for messages as much as possible.
- Receive after-hours reports of any adverse situations regarding city utilities and make appropriate notifications to city personnel accordingly.
- To coordinate and perform all NCIC/NLETS/WYCJIN transactions necessary for Cody Police activities. (this includes pawn tickets) and enforce system rules as necessary.
- To coordinate warrant confirmation, including that for all municipal warrants.
- Provide Vehicle Registration information, caller information, or other record data requested by officers responding to calls for service.
- Related to 911 Services as applicable to Cody Police operations; Create and maintain Master Streets Address Guide (MSAG) for accurate location of calls; Maintain Intrado portion of MSAG database for 911 system integration; maintain E911 mapping integration for 911 caller location;
- Related to the Rims software: Provide overall general support services for operation of the RIMS suite of software; To provide general support assistance with the RIMS suite that only Cody Police has (property room, iRims,); Adjust and manage data tables that configure and standardize system use; make modifications to data, as necessary, to ensure accuracy of entered data; maintain and update special Rims files used by officers (probation, premise, streets, protection order, etc).

ADDITIONAL SERVICES

- Provide integration on Dispatch Consoles for 2 conventional radio channels and 3 Wyolink talkgroups shall for the purpose of dispatching calls for service and communicating with Police personnel.
- Provide integration on Dispatch Consoles for 1 conventional radio channel for the purpose of communicating with City Utilities personnel, when necessary.
- Provide space for placement of 4 consolette radios in Radio Room
- Provide space for 4 antennas and feed lines on tower at 210 foot, 200 Foot, 130 foot and 115 foot levels to accommodate Police and City radio systems.
- Provide logging recorder channels for 6 radio channels and software to access those recordings.
- Provide NEC Telephone Interfaces and basic telephone service for up to 16 Telephones (telephones to be provided by City)
- Provide telephone voice mail service for up to 40 users.
- Provide logging recorder export of any phone calls or radio traffic related to Cody Police activity that may be available on County Logging Recorder.
- Internet Firewall protection for up to 25 Computers

- **Redundant Internet Access for up to 25 computers (subject to Firewall restrictions)**
- **Interconnect Services for other County Telephone systems (Courthouse, annex, etc)**
- **Access for 1 outside Terminal Service User (School Resource Officer -Locked down by location IP address)**
- **Provide computer network switch connectivity for up to 25 computers.**
- **Provide Up to 25 Anti-Virus client agents for Police Computer Workstations.**
- **Computer Domain Access for up to 40 users.**
- **Access for up to 40 Exchange Server internal Clients (Microsoft Outlook – Email Etc)**
- **Data Link Services between Law Enforcement & Courthouse (Misc Data Services)**

EXHIBIT D**Cody Police Department Incidents by Type**

INCIDENT TYPE	INCIDENT DESCRIPTION
911HU	911 CALL FOR SERVICE
ABANDVEH	ABANDONED VEHICLE
ADMIN	ADMINISTRATIVE
ALARM	ALARM CALL FOR SERVICE
ANIMAL-B	ANIMAL BITE
ANIMAL-D	ANIMAL DEAD
ANIMAL-L	ANIMAL LOST
ANIMAL-N	ANIMAL NOISE
ANIMAL-O	ANIMAL OTHER
ANIMAL-R	ANIMAL ROADWAY
ANIMAL-S	ANIMAL STRAY
ANIMAL-T	ANIMAL TRAP
AOA	ASSIST OTHER AGENCY
ASSAULT	ASSAULT CALL FOR SERVICE
ATL	ATTEMPT TO LOCATE
AUTOBURG	AUTO BURGLARY
BARWALK	BAR WALK THROUGH
BODYFOUN	BODY FOUND
BURGLARY	BURGLARY
CCS	COUNCIL OF COMMUNITY SERVICE
CHILDWEL	CHILD WELFARE CALL FOR SERVICE
CITCON	CITIZEN CONTACT
CIVATMPT	CIVIL ATTEMPT
CIVDISPU	CIVIL DISPUTE
CIVSTDBY	CIVIL STANDBY
CRISUMM	CRIMINAL SUMMONS
CUSTODY	CUSTODY
DISORDER	DISORDER
DISTURB	DISTURBANCE
DOMESTIC	DOMESTIC CALL FOR SERVICE
DRUGS	DRUGS
ESCORT-F	FUNERAL ESCORT
EXPATROL	EXTRA PATROL CALL FOR SERVICE
FLAGDOWN	OFFICER FLAGGED DOWN
FOLLOWUP	FOLLOW UP TO INCIDENT
FRAUD	FRAUD
HARASS	HARASSMENT
HAZARD	HAZARD
INCORRIG	INCORRIGIBLE JUVENILE
INFO	INFORMATION ONLY
INTOXSUB	INTOXICATED SUBJECT
LIQLAWS	LIQUOR LAWS
MENTAL	MENTAL
MISCASST	MISCELLANEOUS ASSISTANCE
MVC	MOTOR VEHICLE CRASH
NOTIFY	NOTIFICATION NEEDED
NUISANCE	NUISANCE
OPENDOOR	OPEN DOOR CALL FOR SERVICE
OTHERACC	OTHER ACCIDENT
OTHERLAW	OTHER LAW VIOLATION
PARKING	PARKING

INCIDENT TYPE	INCIDENT DESCRIPTION
PATROLX	EXTRA PATROL CALL FOR SERVICE
PEDSTOP	PEDESTRIAN STOP
PHONE	PHONE CALL
PRISNTRN	PRISONER TRANSPORT
PROBVIOL	PROBATION VIOLATION
PROPDAMG	PROPERTY DAMAGE
PROPFOUN	PROPERTY FOUND
PROPLOST	PROPERTY LOST
PROWLER	PROWLER
REDDI	REDDI REPORT
ROADHAZ	ROAD HAZARD
ROBBERY	ROBBERY
RUNAWAY	RUNAWAY CALL FOR SERVICE
SECHECK	SECURITY CHECK
SEXASSLT	SEXUAL ASSAULT
SMOKING	SMOTKING
SPECINC1	SPECIAL INCIDENT
SUICIDE	SUICIDE CALL FOR SERVICE
SUSPACT	SUSPICIOUS ACTIVITY
SWARRANT	SEARCH WARRANT
TEST	
THEFT	THEFT
THREATS	THREAT CALL FOR SERVICE
TRAFCOMP	TRAFFIC COMPLAINT
TRAFSTOP	TRAFFIC STOP
TRAIN	TRAINING
TRESPASS	TRESPASS
UNKNOWN	UNKNOWN
VIN	VIN INSPECTION
WARATMPT	WARRANT ATTEMPT
WATER	WATER VIOLATION
WEAPONS	WEATPONS
WELFARE	WELFARE CHECK

AGREEMENT

This Agreement is made and entered into by and between Park County, Wyoming, who shall be known as the "COUNTY" and the City of Cody, a Wyoming Municipal Corporation, who shall be known as the "CITY". The parties agree to the following:

The parties acknowledge that County provides dispatch services for CITY at 1402 Riverview Drive, Cody, Wyoming pursuant to a separate agreement for services and expenses between the parties. In order to provide effective communication and dispatch services, from which CITY benefits, County was required to purchase a new dispatch console, logging recorder and three consolette radios. Pursuant to the separate agreement for services and expenses, CITY'S share of this equipment totaled \$267,536.57. Due to the large expense of these items, COUNTY has agreed to allow CITY to pay COUNTY \$3,184.96 per month beginning July 1, 2015, for a term of 84 months, which encompasses CITY's share of this equipment.

In consideration for the services provided by COUNTY to CITY utilizing this new equipment, in addition to CITY's obligations pursuant to the separate agreement for services and expenses, CITY agrees to pay this amount.

In the event COUNTY ceases to provide dispatch services to CITY, the monthly payment required herein by CITY shall cease, and any further obligations by CITY to pay for said equipment shall also cease.

COUNTY and CITY agree that venue for enforcement of this agreement is the 5th Judicial District Court, Park County, Wyoming.

Dated this ____ day of _____, 2015.

Chairman, Board of Park County Commissioners

ATTEST:

Park County Clerk

Mayor, City of Cody

ATTEST:

Administrative Services Officer

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 20___, by and between the CITY OF CODY, Wyoming, hereinafter referred to as CITY, and Cody Cupboard Cody, Wyoming, a Wyoming non-profit corporation, hereinafter referred to as CODY CUPBOARD:

WITNESSETH:

WHEREAS, CODY CUPBOARD is aware that CITY has obtained a grant from The Wyoming Business Council for Community Development Block Grant 2015 for the completion of remodeling the structure at 602 15th Street in Cody,

WHEREAS, CDBG has requested that the CITY enter into a formal agreement with CODY CUPBOARD to ensure compliance with the grant agreement,

NOW, THEREFORE, the parties do mutually agree as follows:

1. CODY CUPBOARD agrees to cooperate with CITY and provide CITY with all necessary information to complete the recording requirements pursuant to the HUD (Housing and Urban Development) and Wyoming Business Council Guidelines for CDBG program.

2. CODY CUPBOARD also agrees to fully cooperate with CITY in meeting the requirements of all terms of the Community Development Block Grant –grant agreement.

3. CODY CUPBOARD agrees to ensure continued benefit to low and moderate income persons as defined by the CDBG grant agreement requirements.

4. CODY CUPBOARD will undertake complete responsibility for preparation of any documentation required for post grant monitoring and evaluation, including but not limited to:

a. Documentation regarding completion of the remodeling of the structure at 602 15th Street, in Cody, Wyoming;

b. Documentation regarding other data as the Wyoming Business Council and/or City may require.

6. CODY CUPBOARD agrees the CDBG funds will be used for the sole purpose of remodeling the structure at 602 15th Street in Cody, Wyoming, as outlined and described in the Community Development Block Grant agreement, and within the limitations imposed by such agreement and the applicable regulations.

7. CODY CUPBOARD agrees to submit all quarterly status reports, annual beneficiary reports and all other reports required by HUD and as required by the CDBG Grant Agreement between WBC & the CITY OF CODY.

8. CODY CUPBOARD understands that a CDBG Grant Agreement must be signed by the City before any costs may be incurred.

9. CODY CUPBOARD understands and agrees that in the event the actual costs of the project are more than estimated, and more than the available CDBG funds allocated to this project by WBC, CODY CUPBOARD shall be responsible for all such costs and expenses. .

A. 10. CITY and CODY CUPBOARD will jointly undertake responsibility in securing the services of construction contractors, builders or other persons as necessary for the completion of the project. CODY CUPBOARD shall not, and understand it has no authority to hire, contract with, bind itself or the CITY, or otherwise commit any funds for construction or development of the Project until it has consulted with CITY staff to ensure compliance with state law, applicable building and land use codes, and City financial policies.

11. CITY and CODY CUPBOARD agree to comply with all Community Development Block Grant Funding requirements and conditions. In the event that CODY CUPBOARD breaches any of its obligations or responsibilities under this agreement, and as a result of such breach, CITY is required to repay any of the funds for this project to the State of Wyoming, CODY CUPBOARD shall be responsible for any and all such repayment obligation.

12. CITY will undertake responsibility for administration of grant proceeds as required by the Wyoming Business Council under the terms of the grant.

13. CODY CUPBOARD understands that this project is being funded by the State of Wyoming Business Council. The CITY shall have no financial responsibility whatsoever for the completion of this project. In the event that the State of Wyoming does not fully fund this project for any reason, then the CITY may terminate this agreement, and all obligations hereunder shall terminate.

14. CITY does not waive their sovereign immunity by entering into this agreement and specifically retains all immunities and defenses provided by law with regard to any action based on this agreement, pursuant to W.S. 1-39-104(a).

IN WITNESS WHEREOF, CITY and CODY CUPBOARD execute this Agreement as of the date first written above.

CITY OF CODY

Mayor

ATTEST:

Administrative Services Officer

**Cody Cupboard
Of Cody, Wyoming**

Chair, Board of Directors

ATTEST:

Board Secretary

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
813-NCPERS WYOMING							
125412							
83115	PREMIUM	09/02/2015	400.00	400.00	09/10/2015		915
Total 125412:			400.00	400.00			
ADVANCED INFO SYSTEMS							
129162							
12530	CYCLE 1 OUTSOURCE BILLS	09/15/2015	397.10	397.10	10/07/2015		915
12539	CYCLE 2 OUTSOURCE BILLS	09/22/2015	178.77	178.77	10/07/2015		915
Total 129162:			575.87	575.87			
AMERICAN FAMILY LIFE ASSUR							
550							
428520	AFLAC PREMIUM	09/02/2015	2,273.48	2,273.48	09/10/2015		915
Total 550:			2,273.48	2,273.48			
ASHERMAN, LINDSAY							
130589							
14233039	REFUND UTILITY DEPOSIT	09/22/2015	63.33	63.33	10/07/2015		915
Total 130589:			63.33	63.33			
ATCO INTERNATIONAL							
127716							
10441427	POOL CHEMICALS	08/27/2014	62.00	62.00	10/07/2015		915
Total 127716:			62.00	62.00			
BAILEY ENTERPRISES INCORPORATED							
130546							
090115	Unleaded Fuel	09/01/2015	1,110.24	1,110.24	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	10.09-	10.09-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	146.26	146.26	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	1.34-	1.34-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	2,491.69	2,491.69	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	22.64-	22.64-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	466.79	466.79	10/07/2015		915
090115	Diesel Fuel	09/01/2015	4.24-	4.24-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	1,514.57	1,514.57	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	13.76-	13.76-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	118.94	118.94	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	1.08-	1.08-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	83.25	83.25	10/07/2015		915
090115	Diesel Fuel	09/01/2015	.76-	.76-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	66.12	66.12	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	.59-	.59-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	233.09	233.09	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	2.12-	2.12-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	1,300.96	1,300.96	10/07/2015		915
090115	Diesel Fuel	09/01/2015	11.81-	11.81-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	441.35	441.35	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	4.00-	4.00-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	75.48	75.48	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	.68-	.68-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	4,251.77	4,251.77	10/07/2015		915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
090115	Diesel Fuel	09/01/2015	38.60-	38.60-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	276.01	276.01	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	2.50-	2.50-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	62.98	62.98	10/07/2015		915
090115	Diesel Fuel	09/01/2015	.58-	.58-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	567.26	567.26	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	5.15-	5.15-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	460.03	460.03	10/07/2015		915
090115	Diesel Fuel	09/01/2015	4.18-	4.18-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	319.96	319.96	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	2.91-	2.91-	10/07/2015		915
090115	Diesel Fuel	09/01/2015	630.52	630.52	10/07/2015		915
090115	Diesel Fuel	09/01/2015	5.73-	5.73-	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	734.66	734.66	10/07/2015		915
090115	Unleaded Fuel	09/01/2015	6.67-	6.67-	10/07/2015		915
Total 130546:			15,212.50	15,212.50			
BLACK HILLS ENERGY							
130509							
100715	UTILITIES	09/18/2015	18.80	18.80	10/07/2015		915
100715	UTILITIES	09/18/2015	115.59	115.59	10/07/2015		915
100715	UTILITIES	09/18/2015	78.53	78.53	10/07/2015		915
100715	UTILITIES - REC CENTER	09/18/2015	1,094.05	1,094.05	10/07/2015		915
100715	UTILITIES - REC CENTER	09/18/2015	3,282.17	3,282.17	10/07/2015		915
100715	UTILITIES	09/18/2015	21.36	21.36	10/07/2015		915
100715	UTILITIES	09/18/2015	5.50	5.50	10/07/2015		915
100715	UTILITIES	09/18/2015	3.24	3.24	10/07/2015		915
100715	UTILITIES	09/18/2015	2.27	2.27	10/07/2015		915
100715	UTILITIES	09/18/2015	54.14	54.14	10/07/2015		915
100715	UTILITIES	09/18/2015	47.80	47.80	10/07/2015		915
100715	UTILITIES	09/18/2015	64.00	64.00	10/07/2015		915
100715	UTILITIES	09/18/2015	18.80	18.80	10/07/2015		915
Total 130509:			4,806.25	4,806.25			
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
092115	INSURANCE PREMIUM	09/21/2015	118,203.30	118,203.30	10/07/2015		915
092115	INSURANCE PREMIUM	09/21/2015	3,916.26	3,916.26	10/07/2015		915
Total 1360:			122,119.56	122,119.56			
BOOT BARN, INC							
128267							
IVC0069193	UNIFORMS - BOOTS - TYSON V	09/17/2015	80.00	80.00	10/07/2015		915
Total 128267:			80.00	80.00			
BORDER STATES INDUSTRIES, INC							
1420							
910010634	SYSTEM UPGRADES	09/17/2015	240.87	240.87	10/07/2015		915
Total 1420:			240.87	240.87			
BRAKKE, JOLENE							
126553							
9735	REIMBURSE FOR GOODYEAR	08/10/2015	223.00	223.00	10/07/2015		915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 126553:			223.00	223.00			
CHILDREN'S PLAY STRUCTURES							
2165							
5995	GLENDALE PARK PLAY STRUC	08/28/2015	116,678.00	116,678.00	10/07/2015		915
Total 2165:			116,678.00	116,678.00			
CITY OF CODY							
2260							
092315	Utilities	09/23/2015	1,984.69	1,984.69	10/07/2015		915
092315	Utilities	09/23/2015	74.87	74.87	10/07/2015		915
092315	Utilities	09/23/2015	81.56	81.56	10/07/2015		915
092315	Utilities	09/23/2015	757.90	757.90	10/07/2015		915
092315	Utilities	09/23/2015	120.48	120.48	10/07/2015		915
092315	Utilities	09/23/2015	250.91	250.91	10/07/2015		915
092315	Utilities	09/23/2015	87.77	87.77	10/07/2015		915
092315	Utilities	09/23/2015	90.00	90.00	10/07/2015		915
092315	Utilities	09/23/2015	252.19	252.19	10/07/2015		915
092315	Utilities	09/23/2015	322.96	322.96	10/07/2015		915
092315	Utilities	09/23/2015	29.70	29.70	10/07/2015		915
092315	Utilities	09/23/2015	45.69	45.69	10/07/2015		915
092315	Utilities	09/23/2015	605.68	605.68	10/07/2015		915
092315	Utilities	09/23/2015	63.00	63.00	10/07/2015		915
092315	Utilities	09/23/2015	109.29	109.29	10/07/2015		915
092315	Utilities	09/23/2015	127.80	127.80	10/07/2015		915
092315	Utilities	09/23/2015	3,002.93	3,002.93	10/07/2015		915
092315	Utilities	09/23/2015	406.45	406.45	10/07/2015		915
092315	Utilities	09/23/2015	30.09	30.09	10/07/2015		915
092315	Utilities	09/23/2015	336.54	336.54	10/07/2015		915
092315	Utilities	09/23/2015	231.96	231.96	10/07/2015		915
092315	Utilities	09/23/2015	126.18	126.18	10/07/2015		915
092315	Utilities	09/23/2015	264.66	264.66	10/07/2015		915
092315	Utilities	09/23/2015	201.85	201.85	10/07/2015		915
092315	Utilities	09/23/2015	42.00	42.00	10/07/2015		915
092315	Utilities	09/23/2015	42.00	42.00	10/07/2015		915
092315	Utilities	09/23/2015	55.34	55.34	10/07/2015		915
092315	Utilities	09/23/2015	576.11	576.11	10/07/2015		915
092315	Utilities	09/23/2015	119.56	119.56	10/07/2015		915
092315	Utilities	09/23/2015	882.13	882.13	10/07/2015		915
092315	Utilities	09/23/2015	23.00	23.00	10/07/2015		915
092315	Utilities	09/23/2015	163.64	163.64	10/07/2015		915
092315	Utilities	09/23/2015	137.21	137.21	10/07/2015		915
092315	Utilities	09/23/2015	29.94	29.94	10/07/2015		915
092315	Utilities	09/23/2015	104.86	104.86	10/07/2015		915
092315	Utilities	09/23/2015	63.00	63.00	10/07/2015		915
092315	Utilities	09/23/2015	184.92	184.92	10/07/2015		915
092315	Utilities	09/23/2015	1,073.54	1,073.54	10/07/2015		915
092315	Utilities	09/23/2015	114.37	114.37	10/07/2015		915
092315	Utilities	09/23/2015	675.36	675.36	10/07/2015		915
092315	Utilities	09/23/2015	23.00	23.00	10/07/2015		915
092315	Utilities	09/23/2015	63.00	63.00	10/07/2015		915
092315	Utilities	09/23/2015	30.61	30.61	10/07/2015		915
092315	Utilities	09/23/2015	817.93	817.93	10/07/2015		915
092315	Utilities	09/23/2015	173.64	173.64	10/07/2015		915
092315	Utilities	09/23/2015	10.50	10.50	10/07/2015		915
092315	Utilities	09/23/2015	102.45	102.45	10/07/2015		915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
092315	Utilities	09/23/2015	51.14	51.14	10/07/2015		915
092315	Utilities	09/23/2015	4,066.40	4,066.40	10/07/2015		915
092315	Utilities	09/23/2015	12,199.20	12,199.20	10/07/2015		915
092315	Utilities	09/23/2015	1,037.12	1,037.12	10/07/2015		915
092315	Utilities	09/23/2015	267.14	267.14	10/07/2015		915
092315	Utilities	09/23/2015	157.14	157.14	10/07/2015		915
092315	Utilities	09/23/2015	110.00	110.00	10/07/2015		915
092315	Utilities	09/23/2015	30.76	30.76	10/07/2015		915
092315	Utilities	09/23/2015	424.67	424.67	10/07/2015		915
092315	Utilities	09/23/2015	67.56	67.56	10/07/2015		915
092315	Utilities	09/23/2015	50.15	50.15	10/07/2015		915
092315	Utilities	09/23/2015	29.94	29.94	10/07/2015		915
092315	Utilities	09/23/2015	191.46	191.46	10/07/2015		915
092315	Utilities	09/23/2015	31.66	31.66	10/07/2015		915
092315	Utilities	09/23/2015	30.16	30.16	10/07/2015		915
092315	Utilities	09/23/2015	8,074.48	8,074.48	10/07/2015		915
092315	Utilities	09/23/2015	2,140.54	2,140.54	10/07/2015		915
092315	Utilities	09/23/2015	136.39	136.39	10/07/2015		915
092315	Utilities	09/23/2015	48.05	48.05	10/07/2015		915
092315	Utilities	09/23/2015	494.88	494.88	10/07/2015		915
092315	Utilities	09/23/2015	39.00	39.00	10/07/2015		915
092315	Utilities	09/23/2015	65.05	65.05	10/07/2015		915
092315	Utilities	09/23/2015	208.92	208.92	10/07/2015		915
092315	Utilities	09/23/2015	141.53	141.53	10/07/2015		915
092315	Utilities	09/23/2015	5,601.74	5,601.74	10/07/2015		915
092315	Utilities	09/23/2015	80.88	80.88	10/07/2015		915
092315	Utilities	09/23/2015	9,690.05	9,690.05	10/07/2015		915
092315	Utilities	09/23/2015	157.50	157.50	10/07/2015		915
092315	Utilities	09/23/2015	388.93	388.93	10/07/2015		915
092315	Utilities	09/23/2015	30.99	30.99	10/07/2015		915
092315	Utilities	09/23/2015	29.94	29.94	10/07/2015		915
092315	Utilities	09/23/2015	43.61	43.61	10/07/2015		915
092315	Utilities	09/23/2015	5,836.71	5,836.71	10/07/2015		915
092315	Utilities	09/23/2015	121.94	121.94	10/07/2015		915
Total 2260:			67,188.89	67,188.89			
CMS CONSULTING							
130054							
CMS1500153	BAND SHELL RENOVATION	09/04/2015	150.00	150.00	10/07/2015		915
Total 130054:			150.00	150.00			
CODY ROTARY CLUB							
2765							
090315	ROTARY FEES / MEALS - RICK	09/03/2015	110.00	110.00	10/07/2015		915
090315	ROTARY FEES / MEALS - RICK	09/03/2015	110.00	110.00	10/07/2015		915
Total 2765:			220.00	220.00			
CODY'S TOWN TAXI							
129972							
091615	TIPSY TAXI VOUCHERS	09/16/2015	168.00	168.00	10/07/2015		915
Total 129972:			168.00	168.00			
COOPER POWER SYSTEMS							

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
3100	923943848	SUBSTATION REPAIR	09/21/2015	9,747.00	9,747.00	10/07/2015		915
	Total 3100:			9,747.00	9,747.00			
CRISIS INTERVENTION SERVICE								
3290	092415	COMMUNITY FUNDING ALLOCA	09/24/2015	750.00	750.00	10/07/2015		915
	Total 3290:			750.00	750.00			
DELL MARKETING								
3520	XJRR28K26	COMPUTER SERVERS	09/14/2015	6,301.00	6,301.00	10/07/2015		915
	XJRR28K26	COMPUTER SERVERS	09/14/2015	5,589.54	5,589.54	10/07/2015		915
	XJRR28K26	COMPUTER SERVERS	09/14/2015	4,323.00	4,323.00	10/07/2015		915
	XJRR28K26	COMPUTER SERVERS	09/14/2015	5,481.32	5,481.32	10/07/2015		915
	XJRR28K26	COMPUTER SERVERS	09/14/2015	5,218.64	5,218.64	10/07/2015		915
	Total 3520:			26,913.50	26,913.50			
DEPT OF FAMILY SERVICES								
125899	0233-AUG15	BACKGROUND CHECKS - REC	09/20/2015	20.00	20.00	10/07/2015		915
	Total 125899:			20.00	20.00			
GDA ENGINEERS								
4620	00001-151117	12TH ST STORM DRAIN	09/28/2015	7,302.50	7,302.50	10/07/2015		915
	00001-151118	COUGAR AVE DESIGN	09/28/2015	5,198.75	5,198.75	10/07/2015		915
	Total 4620:			12,501.25	12,501.25			
GOOGLE, INC.								
129148	200259383	SUPPORT	08/31/2015	365.00	365.00	10/07/2015		915
	Total 129148:			365.00	365.00			
HARRIS TRUCKING & CONST. CO								
4780	126867	ASPHALT - WATER DEPT.	08/31/2015	676.03	676.03	10/07/2015		915
	126867	ASPHALT - EL DEPT.	08/31/2015	4,850.13	4,850.13	10/07/2015		915
	126995	SKYLINE IV	09/24/2015	10,765.00	10,765.00	10/07/2015		915
	126996	8TH ST RESURFACE	09/24/2015	522.00	522.00	10/07/2015		915
	Total 4780:			16,813.16	16,813.16			
HD SUPPLY POWER SOLUTIONS, LTD								
6730	083115-STMT	CREDIT SYSTEM UPGRADE	04/27/2015	13.90-	13.90-	10/07/2015		915
	2935672-00	CABINET, 3 PHASE FUSE 600 A	09/24/2015	28,963.36	28,963.36	10/07/2015	CAB3FC600	915
	2935672-00	CABINET, 3 PHASE FUSE 600 A	09/24/2015	7,240.84	7,240.84	10/07/2015	CAB3FC600	915
	2935672-01	Vault, 3 phase fuse cab	09/18/2015	3,167.37	3,167.37	10/07/2015	VLT3FC	915
	2935672-01	FREIGHT	09/18/2015	894.26	894.26	10/07/2015		915
	2937590-01	Elbow, 600 amp TOP II	09/16/2015	11,636.80	11,636.80	10/07/2015	ELB600TOP2	915
	2937590-01	Elbow, 600 amp TOP II	09/16/2015	4,363.80	4,363.80	10/07/2015	ELB600TOP2	915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
2970307-00	SYSTEM UPGRADES	08/21/2015	593.34	593.34	10/07/2015		915
2970307-01	SYSTEM UPGRADES	09/08/2015	103.82	103.82	10/07/2015		915
2979384-00	SYSTEM REPAIRS	09/08/2015	268.82	268.82	10/07/2015		915
2979384-01	SYSTEM REPAIR	09/24/2015	64.41	64.41	10/07/2015		915
2979389-00	SYSTEM REPAIR	09/16/2015	127.29	127.29	10/07/2015		915
2983346-00	SAFETY SUPPLIES	09/16/2015	1,195.33	1,195.33	10/07/2015		915
2993916-01	SAFETY SUPPLIES	09/16/2015	262.21	262.21	10/07/2015		915
Total 6730:			58,867.75	58,867.75			
HERTSENS, ELIZABETH							
130588							
15663429	REFUND UTILITY DEPOSIT	08/18/2015	140.36	140.36	10/07/2015		915
Total 130588:			140.36	140.36			
HOLM BLOUGH & COMPANY							
5020							
3496	WATER MAIN REPLACEMENT	09/22/2015	3,353.50	3,353.50	10/07/2015		915
Total 5020:			3,353.50	3,353.50			
INTERWEST SAFETY SUPPLY, LLC							
130571							
5561	MATERIALS AND SUPPLIES	08/31/2015	202.40	202.40	10/07/2015		915
Total 130571:			202.40	202.40			
J & J CONSTRUCTION LLC							
130254							
267	ST LIGHT REPAIR	09/14/2015	995.00	995.00	10/07/2015		915
Total 130254:			995.00	995.00			
J L ENGINEERING, LLC							
130341							
404	PARK SHOP RENOVATION	09/18/2015	3,495.00	3,495.00	10/07/2015		915
Total 130341:			3,495.00	3,495.00			
JOHNSON, HAROLD							
130586							
2092039	RFUND UTILITY DEPOSIT	09/16/2015	45.20	45.20	10/07/2015		915
Total 130586:			45.20	45.20			
KRISJANSONS & MILES PC							
129971							
091115	PROFESSIONAL FEES	09/11/2015	285.08	285.08	10/07/2015		915
Total 129971:			285.08	285.08			
MOUNTAIN STATES LIGHTING							
128210							
6982	NEW STREET LIGHTS	09/01/2015	13,275.00	13,275.00	10/07/2015		915
Total 128210:			13,275.00	13,275.00			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
OFFICE SHOP, THE							
7440							
18772	COPIER CONTRACT - PD	09/10/2012	788.47	788.47	10/07/2015		915
18773	COPIER CONTRACT - SHOP	09/10/2015	56.10	56.10	10/07/2015		915
18773	COPIER CONTRACT - SHOP	09/10/2015	56.10	56.10	10/07/2015		915
18773	COPIER CONTRACT - SHOP	09/10/2015	56.10	56.10	10/07/2015		915
18773	COPIER CONTRACT - SHOP	09/10/2015	56.10	56.10	10/07/2015		915
18773	COPIER CONTRACT - SHOP	09/10/2015	56.10	56.10	10/07/2015		915
18773	COPIER CONTRACT - SHOP	09/10/2015	56.11	56.11	10/07/2015		915
18774	COPIER CONTRACT - CITY HAL	09/10/2015	945.02	945.02	10/07/2015		915
18775	COPIER CONTRACT - COMM D	09/10/2015	149.79	149.79	10/07/2015		915
18776	COPIER CONTRACT - REC CEN	09/10/2015	2,644.65	2,644.65	10/07/2015		915
Total 7440:			4,864.54	4,864.54			
ORI, INC							
130591							
15021	XTK GRID AIM KIT FOR BOMB T	08/26/2015	7,247.95	7,247.95	10/07/2015		915
Total 130591:			7,247.95	7,247.95			
PARK COUNTY TREASURER							
7760							
091815	PROPERTY TAXES	09/18/2015	3,409.02	3,409.02	10/07/2015		915
091815	PROPERTY TAXES	09/18/2015	36,540.00	36,540.00	10/07/2015		915
091815	PROPERTY TAXES	09/18/2015	46,644.77	46,644.77	10/07/2015		915
Total 7760:			86,593.79	86,593.79			
PIERCE, MARION							
130583							
12184010	REFUND CREDIT BALANCE	09/10/2015	20.31	20.31	10/07/2015		915
Total 130583:			20.31	20.31			
PITNEY BOWES INC							
126886							
8683311-SP15	POSTAGE MACHINE LEASE	09/13/2015	616.38	616.38	10/07/2015		915
Total 126886:			616.38	616.38			
PRECISION PLAN AND DESIGN, INC.							
130575							
1174-2	JOB COST CALCULATION CITY	08/30/2015	270.00	270.00	10/07/2015		915
Total 130575:			270.00	270.00			
PROVIDENT LIFE & ACCIDENT INS							
128033							
083115	PREMIUMS	09/02/2015	183.44	183.44	09/10/2015		915
Total 128033:			183.44	183.44			
QUALITY ASPHALT PAVING, INC							
125010							
1507	8TH ST RESURFACE PROJECT	09/11/2015	2,730.00	2,730.00	10/07/2015		915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 125010:			2,730.00	2,730.00			
R & A SAFETY							
127690							
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	40.00	40.00	10/07/2015		915
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	40.00	40.00	10/07/2015		915
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	90.00	90.00	10/07/2015		915
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	30.00	30.00	10/07/2015		915
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	30.00	30.00	10/07/2015		915
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	30.00	30.00	10/07/2015		915
3008	RANDOM & PRE-EMPLOYMENT	09/10/2015	90.00	90.00	10/07/2015		915
Total 127690:			350.00	350.00			
RAIN FOR RENT							
129486							
082006085	PUMP RENTAL FOR POOL LEA	08/20/2015	1,566.91	1,566.91	10/07/2015		915
Total 129486:			1,566.91	1,566.91			
RIVES, BRITTNEY							
130584							
14229036	REFUND UTILITY DEPOSIT	09/15/2015	43.89	43.89	10/07/2015		915
Total 130584:			43.89	43.89			
ROCKY MOUNTAIN POWER							
7570							
091715	UTILITIES	09/17/2015	45.16	45.16	10/07/2015		915
091715	UTILITIES	09/17/2015	518.05	518.05	10/07/2015		915
091715	UTILITIES	09/17/2015	257.68	257.68	10/07/2015		915
Total 7570:			820.89	820.89			
ROPER, ASHLEY							
130593							
15662249	REFUND UTILITY DEPOSIT	09/25/2015	113.06	113.06	10/07/2015		915
Total 130593:			113.06	113.06			
S & L INDUSTRIAL							
130587							
15107	8TH ST PROJECT - TRAFFIC C	09/16/2015	5,350.00	5,350.00	10/07/2015		915
Total 130587:			5,350.00	5,350.00			
SAY WHERE STORAGE							
130576							
185022	SHOP RENOVATION STORAGE	09/10/2015	150.00	150.00	10/07/2015		915
Total 130576:			150.00	150.00			
SECRETARY OF STATE							
123386							
090915	NOTARY APPLICATION - DEBR	09/09/2015	30.00	30.00	10/07/2015		915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 123386:			30.00	30.00			
SOUTHFORK ELECTRIC							
126460							
186-62	REFUND OVERPAYMENT ON P	09/14/2015	25.00	25.00	10/07/2015		915
Total 126460:			25.00	25.00			
TRAIL SOURCE LLC							
130524							
091815	BID SECURITY RETURN	09/18/2015	2,656.42	2,656.42	10/07/2015		915
Total 130524:			2,656.42	2,656.42			
TRAVELERS HAVEN LLC							
130590							
17226711	REFUND UTILITY DEPOSIT	09/22/2015	139.45	139.45	10/07/2015		915
Total 130590:			139.45	139.45			
UNUM LIFE INS - LTD							
127843							
83115	LONG TERM DISABILITY - PRE	09/02/2015	3,169.48	3,169.48	09/10/2015		915
Total 127843:			3,169.48	3,169.48			
UNUM LIFE INSURANCE - LIFE							
127935							
083115	PREMIUM	09/02/2015	1,854.80	1,854.80	09/10/2015		915
Total 127935:			1,854.80	1,854.80			
WATCO POOLS							
10370							
19796	INSTALL VGB COMPLIANT DRAI	08/13/2015	5,312.87	5,312.87	10/07/2015		915
19807	POOL CHEMICALS	08/19/2015	1,493.47	1,493.47	10/07/2015		915
19862	REPAIR CHLORINATOR	09/02/2015	603.75	603.75	10/07/2015		915
19879	POOL CHEMICALS	09/10/2015	306.65	306.65	10/07/2015		915
Total 10370:			7,716.74	7,716.74			
WESCO RECEIVABLES CORP							
10480							
722026	SUPPLIES	09/08/2015	55.00	55.00	10/07/2015		915
724469	TOOLS	09/14/2015	1,595.00	1,595.00	10/07/2015		915
725356	SAFETY SUPPLIES	09/16/2015	990.00	990.00	10/07/2015		915
728214	SYSTEM MAINTENANCE	09/23/2015	551.40	551.40	10/07/2015		915
Total 10480:			3,191.40	3,191.40			
WESTERN UNITED ELECTRIC SUPPLY							
10605							
4070739	TOOLS	09/15/2015	425.92	425.92	10/07/2015		915
4070792	SAFETY SUPPLIES	09/15/2015	98.58	98.58	10/07/2015		915
4070864	SAFETY SUPPLIES	09/17/2015	143.15	143.15	10/07/2015		915
4070864	TOOLS	09/17/2015	492.26	492.26	10/07/2015		915
4070909	TOOLS	09/22/2015	2,936.21	2,936.21	10/07/2015		915

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total 10605:			4,096.12	4,096.12			
WOODS, JADE							
130585							
14246050	REFUND UTILITY DEPOSIT	09/10/2015	92.90	92.90	10/07/2015		915
Total 130585:			92.90	92.90			
WOODWARD TRACTOR CO							
10660							
101818	8TH ST RESURFACE	09/08/2015	804.00	804.00	10/07/2015		915
Total 10660:			804.00	804.00			
WYO TRAILS LLC							
130525							
091815	BID SECURITY RETURN	09/18/2015	4,745.40	4,745.40	10/07/2015		915
Total 130525:			4,745.40	4,745.40			
WYOMING ASSN OF MUNICIPALITIES							
10770							
14545	MEETING EXPENSE - MAYOR B	09/08/2015	42.95	42.95	10/07/2015		915
14564	CEO RETREAT	09/21/2015	252.00	252.00	10/07/2015		915
Total 10770:			294.95	294.95			
WYOMING DEPARTMENT OF WORKFORCE SERVICES							
10670							
083115	VOLUNTEERS	09/02/2015	11.80	11.80	09/10/2015		915
093115	CONTRIBUTIONS	09/02/2015	7,083.56	7,083.56	09/10/2015		915
Total 10670:			7,095.36	7,095.36			
WYOMING RETIREMENT SYSTEM							
10950							
083115	CONTRIBUTIONS -	09/02/2015	69,751.23	69,751.23	09/10/2015		915
Total 10950:			69,751.23	69,751.23			
Grand Totals:			694,815.36	694,815.36			

Payroll Total \$280,549.21

Total \$975,364.57

Report Criteria:

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

ORDINANCE NO. 2015 -15

AN ORDINANCE AMENDING TITLE 5, CHAPTER 3, SECTION 8 OF THE CITY OF CODY CODE: ANIMAL WASTE

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

Title 5, Chapter 3, Section 8 of the City of Cody Code shall be amended as follows:

Section 5-3-8: ANIMAL WASTE

- A. The owner of every animal shall immediately retrieve and remove all feces deposited by his or her animal while off the owner's premises. This section shall not apply to parades permitted by the city or animal drawn carriages or vehicles licensed or permitted by the city to operate within the city boundaries unless specifically directed by the governing body.
- B. No person owning, harboring or keeping an animal within the City shall permit any waste or feces from the animal to accumulate, collect or remain on the property of the owner or custodian, or on the property where the owner or custodian resides, so as to cause or create an unhealthy, unsanitary, dangerous or offensive living condition on such property or to adjacent or neighboring property of others.

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

PASSED ON FIRST READING: _____, 2015

PASSED ON SECOND READING: _____, 2015

PASSED ON THIRD READING: _____, 2015

ATTEST:

Nancy Tia Brown, Mayor

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2015-09

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 14 OF THE CITY OF CODY CODE: LICENSE FEES**

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

Section 3-2-14 of the City of Cody Code shall be amended as follows:

Section 3-2-14 LICENSE FEES

- A. Every applicant issued a retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand five hundred dollars (\$1,500.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is one thousand dollars (\$1000.00).
- B. Every applicant issued a limited retail liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of six dollars (\$600.00). The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is four hundred dollars (\$400.00).
- C. Every applicant issued a resort liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00).
- D. Every applicant issued a restaurant liquor license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of one thousand dollars (\$1,000.00) The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is six hundred sixty six dollars sixty seven cents (\$666.67).
- E. Every applicant issued twenty four (24) hour malt beverage permit by the provisions of this article shall pay in advance, the sum of thirty dollars (\$30.00)
- F. Every applicant issued a special malt beverage permit for a public auditorium, civic center or events center by the provisions of this article shall pay annually in advance the sum of one thousand five hundred dollars (\$1,500.00).
- G. Every applicant issued a twenty four (24) hour catering permit by the provisions of this article shall pay in advance, the sum of one hundred dollars (\$100.00).
- H. Every applicant who is issued a twenty four (24) hour dispensing room permit shall pay a fee of one hundred dollars (\$100.00) for a twenty four (24) hour period of time.
- I. Every applicant who is issued a permit for a microbrewery by the provisions of this article shall pay annually in advance a fee of five hundred dollars (\$500.00).
- J. Every applicant issued a winery permit by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five hundred dollars (\$500.00).

K. Any applicant who is issued a permit for a satellite winery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars (\$100.00).

L. Any applicant who is issued a permit for a satellite distillery permit by the provisions of this article shall pay annually in advance the sum of one hundred dollars (\$100.00)

~~L.M.~~ Any applicant who is issued a bar and grill license by the provisions of this article shall pay annually in advance for a license hereunder, the sum of five thousand dollars (\$5,000.00) upon initial issuance and one thousand five hundred dollars (\$1500.00) upon each annual renewal. The fee for a second dispensing room, as defined by Wyoming Statutes chapter 12, is three thousand three hundred thirty three dollars thirty four cents (\$3333.34) upon initial issuance and one thousand dollars (\$1,000) upon each renewal. (Ord. 2006-07, 5-2-2006).

~~M.N.~~ As of July 1, 2013, a portion of the revenue collected from said liquor license fees shall be allocated to the Topsy Taxi program so long as the program remains operational. The amount of such allocation shall be determined each fiscal year through the City budgeting process.

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

PASSED ON FIRST READING: SEPTEMBER 15, 2015
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

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ORDINANCE NO. 2015-10

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II,
SECTION 9 OF THE CITY OF CODY CODE: TYPES OF LICENSES
AND PERMITS**

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

Section 3-2-9 of the City of Cody Code shall be amended as follows:

Section 3-2-9 TYPES OF LICENSES AND PERMITS

Pursuant to Wyoming Statutes title 12, the city may issue the following types of licenses and permits pertaining to alcoholic beverages:

- A. Retail liquor license;
- B. Limited retail liquor license (special club);
- C. Resort liquor license;
- D. Restaurant liquor license;
- E. Twenty four (24) hour malt beverage permit;
- F. Special malt beverage permit;
- G. Twenty four (24) hour catering permit;
- H. Twenty four (24) hour dispensing room permit;
- I. Microbrewery permit;
- J. Winery permit;
- K. Satellite winery permit;
- L. Bar and grill liquor license; (Ord. 2006-07, 5-2-2006)
- M. Satellite distillery permit;

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

PASSED ON FIRST READING: ___SEPTEMBER 15, 2015___
PASSED ON SECOND READING: _____
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker, Administrative Services Director

ORDINANCE NO. 2015 - 12

**AN ORDINANCE AMENDING, TITLE 3, CHAPTER 2, Article II
Section 10, OF THE CITY OF CODY CODE:**

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

TITLE 3, CHAPTER 2, Article II Section 10, shall be amended by adding a new Subsection D of the City of Cody Code, shall be amended as follows:

- D. Compliance with state law, and city codes, regulations, requirements and criteria, will be evaluated by the governing body in determining whether to grant or deny an application to issue a license, transfer a license and renew a license. Any violation or noncompliance with any state law, city code, regulation, requirement or criteria, including but not limited to any conduct described in Section 3-2-15 (regardless of whether points are assessed under that ordinance), will be considered by the governing body in its decision to decision to grant or deny an application to issue a license, transfer a license or renew a license, and any such violation or noncompliance may serve as a basis for denying any such application. If a licensee has more than one license at a given location, the governing body may deny the applications to renew all licenses at such location.

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

PASSED ON FIRST READING: ___SEPTEMBER 15, 2015__

PASSED ON SECOND READING: _____, 2015

PASSED ON THIRD READING: _____, 2015

Nancy Tia Brown, Mayor

ATTEST:

Cynthia Baker, Administrative Services Director

ORDINANCE NO. 2015 - 13

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, Article II
Section 15, Subsection C, OF THE CITY OF CODY CODE:
SUSPENSION OR REVOCATION OF LICENSE: Points to be
Assessed to Licensee**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF

CODY, PARK COUNTY, WYOMING:

Title 3, Chapter 2, Article II, Section 15, Subsection C of the City of Cody Code, shall be amended as follows:

C. Type of Violation	Points
Furnishing alcohol to individuals under 21	20 (1 st violation) 30 (Any subsequent violation within 24 months of any prior violation)
Dispensing room Violations: age violation (W.S. 12-5-203); open beyond permitted hours (W.S. 12-5-101).	10 (1 st violation) 20 (Any subsequent violation within 24 months of any prior violation.)
Failure to pay or report sales Tax within five (5) days of notice to city of delinquency.	10 for the first violation; 20 for each subsequent Violation.
Failure to correct or cure violations or deficiencies within specified time after receiving notice from the City of Cody or State of Wyoming. If no time is specified in the notice, licenses must comply within ten business days of such notice, or submit a plan, acceptable to the City, for compliance if compliance is not reasonably feasible within ten days.	10
Failure to comply with a suspension order	60
Failure to comply with specifications, drawings, plans and conditions of approved permit.	10
Failing to immediately report to, and cooperate fully with law enforcement any physical fight, assault, aggravated assault, assault and battery, sexual assault, or other conduct which results in physical injury or death when	60

any of the above occurs in or on the premises on which the licensee is operating.

Allowing, permitting, engaging in, promoting, or failing to stop other illegal activities on the licensed premises, including but not limited to gambling, prostitution, or public indecency (W.S. 12-5-204; W.S. 6-4-101; W.S. 6-4-201; W.S. 6-7-102; W.S. 6-4-302). 60

Other violations of City of Cody Ordinances, State law or other regulations Pertaining to the sale or distribution of alcohol or liquor. 10 (1st violation)
20 (Any subsequent violation within 24 months of any prior violation.)

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

PASSED ON FIRST READING: _____, 2015
PASSED ON SECOND READING: _____, 2015
PASSED ON THIRD READING: _____, 2015

ATTEST:

Nancy Tia Brown, Mayor

Cynthia Baker
Administrative Services Director