City of Cody City Council
AGENDA

Special Meeting 6:30 – Review December 1, 2015 Agenda and Discuss Board Vacancy Process

Tuesday, December 1, 2015 – 7:00 p.m.
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Proclamation – Wreaths Across America
Mayor's Recognition – Heidi Rasmussen and Richard Jones

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 November 12, 2015 and Regular Meeting Minutes from November 17, 2015.
   b. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract terms July 1, 2015 through May 28, 2016 and January 1, 2016, through June 10, 2016 respectively.
   c. Consider to award and authorize the Mayor to sign a Professional Tree Trimming Services Contract with Arbor Solutions Tree Care following review and approval of said contract by the City Attorney.
   d. Consider declaring approximately 4,112 square feet of City land, located east of 14th Street near the intersection with Huff 'n Puff Avenue as surplus and authorize staff to proceed with the bid process for disposal of the property.

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 $536,238.05

b. Consider awarding a professional services contract between Precision Plan, Susan Hovde and the City of Cody and authorize the Mayor to sign the agreement contingent upon review and approval by the City Attorney.
Staff Reference: Steve Payne, Public Works Director

5. Tabled Items
6. Matters from Staff Members
7. Matters from Council Members
8. Adjournment

Proclamation

Whereas, in 2007, the Worchester family, along with veterans and other volunteers formed “Wreaths Across America” to continue and expand a ceremony began in Arlington; and

Whereas, this non-profit organization continues the Arlington tradition to honor veterans at cemeteries across the nation as part of its mission to Remember, Honor and Teach with the help of fundraising groups, corporate and individual contributions, donations and volunteers; and this effort has grown every year and,

Whereas, in 2014 Wreaths Across America national volunteers laid over 540,000 memorial wreaths at over 900 locations in the U.S. and beyond, and

Whereas, the Yellowstone Regional Composite Squadron of the Civil Air Patrol participates in this nationwide volunteer effort; and

Whereas, the number of wreaths laid depends upon the number of sponsors; and

Whereas, this is an annual event occurring each December as a veterans outreach program to remind people of how important it is to “Remember, Honor and Teach”; and

Now, therefore I, Mayor Nancy Tia Brown by virtue of the authority vested in me as Mayor of Cody, Wyoming, do hereby proclaim Saturday, December 12th, 2015 as “Wreaths Across America” in Cody, Wyoming and urge all citizens to recognize and participate in its observance.

Signed _____
Mayor Nancy Tia Brown
SEAL
Attest _____
Cynthia Baker, Administrative Services Officer

MEETING DATE:	DECEMBER 1, 2015
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT
Mayor's Recognition

ACTION

Staff requests that the Mayor and Council formerly recognize the excellent and challenging voluntary work completed by Heidi Rasmussen and Richard Jones. The City of Cody is fortunate to have volunteers for many activities and projects, but both Heidi and Richard went way beyond the norm for volunteers.

BACKGROUND

Both Heidi and Richard are graduates of the first academy class offered by the City of Cody. During one of the offered classes, as homework, cadets were requested to assist the City and place one sticker on a drainage basin inlet. The stickers identify the inlet as a facility that drains to a waterway and reminds people not to pollute.

Heidi and Richard took it upon themselves to put one on every drainage basin inlet within the municipal bounds. There are approximately 474 inlet basins in the City. They used up all the stickers the City originally purchased and asked that the City order more so they could finish the job.

Their efforts assisted the City in meeting the storm water discharge targets and allowed street crew members to use their skills for other projects.

Staff is very appreciate of their efforts!

RECOMMENDATION

Staff recommends that the Mayor and Council recognize the voluntary efforts of Heidi Rasmussen and Richard Jones.

ATTACHMENTS

Plaques

AGENDA ITEM NO. _____

City of Cody
Council Proceedings
Thursday, November 12, 2015

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Thursday, October 29, 2015 at 5:00 p.m.

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

Absent: Council Member Steve Miller

Mayor Brown called the meeting to order at 4:15 p.m.

Justin Jones, Brad Samuels and Sharon Fain with Black Hills Energy presented information on their company as the recently purchased Energy West.

Scott Kolpitcke, City Attorney provided the Governing Body with an update on Ordinance 2015-13 Update/Review. No action was taken.

Leslie Brumage, Finance Officer provided an update as it relates to a Sustainable Budget Model

The Governing Body reviewed Agenda for Tuesday, November 17th meeting. No action was taken.

Mayor Brown adjourned the meeting at 6:04 p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

City of Cody
Council Proceedings
Tuesday, November 17, 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, November 17, 2015 at 7:00 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, City Attorney Scott Kolpitcke, and Administrative Services Officer, Cindy Baker.

Absent: None.

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

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

Introduction and Oath of Office – Police Officers - CT Griswold and Matt Wiles.

Council Member Miller made a motion seconded by Council Member Greer to approve Special Meeting Minutes from October 29, 2015 and Regular Meeting Minutes from November 3, 2015; approve a request from the Cody Events Committee to close Sheridan Avenue from 9th Street to 14th Street on Saturday, December 5th from 3:00 p.m. to 7:00 p.m. for the annual Cody Country Christmas Celebration, event starting at 4:00 p.m. and sponsor cost in the amount of $2,054.16 associated with this event with cost being allocated from the Lodging Tax and Contingency Funds; approve a request from the Cody Events Committee to hold a bon fire at the Chamber Parking Lot on Saturday, December 5, 2015 in conjunction with the Annual Christmas Celebration and coordinate with the staff for an appropriate location; approve a request from Graham Jackson and Marge Wilder to allow the Buffalo (purchased during the WPH Foundation Where Buffalo Roam Project) to remain on the City public right-of-way on the sidewalk by the side of the Demaris Building on Sheridan Ave for the next 6 to 8 months with the provision that WPH work with staff to affirm a date of removal. Vote was unanimous.

At 7:11 p.m. Mayor Brown entered into a public hearing regarding Forward Cody's petition for the creation of a Use Control Area under State Statute W.S. 35-11-1609 on a portion of its real property known as the North Cody Industrial Park. Todd Stowell, City Planner provided information and a brief overview as it relates to this item. After asking for comments three times and there being none further at 7:16 p.m. Mayor Brown closed the public hearing.

Council Member Ballinger made a motion seconded by Council Member Fritz to approve Vouchers and Payroll in the amount of $1,666,308.20. Council Member Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

RESOLUTION 2015-18
APPROVAL OF A RESTRICTED USE CONTROL AREA PETITION IN THE NORTH CODY INDUSTRIAL PARK FOR FORWARD CODY WY, INC. LOCATED WITHIN SECTIONS 20 AND 29 OF T53N, R101W, 6TH PM, PARK COUNTY WY.
Council Member Fritz made a motion seconded by Council Member Anderson to approve Resolution 2015-18. Vote was unanimous.

Council Member Greer made a motion seconded by Council Member Ballinger to remove Ordinance 2015-13 from Tabled Items. Vote was unanimous

After brief review and discussion **ORDINANCE 2015-13 – THIRD AND FINAL READING - AN ORDINANCE AMENDING TITLE 3, CHAPTER 2, ARTICLE II, SECTION 15, SUBSECTION C, OF THE CITY OF CODY CODE** failed due to lack of motion.

There being no further business, Mayor Brown adjourned the meeting at 7:27 p.m.

Cindy Baker	Nancy Tia Brown
Administrative Services Officer	Mayor

Alcohol Inspection Contract

1. **Parties**: The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.

2. **Purpose**: To provide Alcohol inspections in communities in the state of Wyoming.

3. **Term**: This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2015, through May 28, 2016. All services shall be completed during this term.

4. **Payment**:

   A. The total amount of this contract shall not exceed ($4,250.00).

   B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.

   C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.

   D. Payment shall be based on a rate of eighty five dollars ($85.00) per inspection.

      1) From the eighty five dollars ($85.00) the Department may:

         a. Pay the officer conducting the compliance visit double time;

         b. Purchase a ten dollar ($10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.

         c. Pay the assisting minor/youth ten dollars ($10.00) per compliance inspection.

5. **Responsibilities of the Department**:

   A. Conduct and complete Alcohol compliance inspections as follows:

      1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.

      2) The first Alcohol compliance inspections must take place between July 1, 2015 and December 31, 2015. The second Alcohol compliance inspections must take place between January 1, 2016, and May 28, 2016.

3) The above compliance schedule may be modified with the Association's prior written approval.

B. Complete a yearly report for Alcohol compliance inspections.

C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.

6. **Responsibilities of the Association**:

A. Remit payment to the Department based on proper monthly invoicing.

B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.

C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.

7. **General Provisions**:

A. **Amendments**: Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.

B. **Americans with Disabilities Act**: The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.,* and/or any properly promulgated rules and regulations related thereto.

C. **Audit/Access to Records**: The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.

D. **Availability of Funds**: Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

E. **Award of Related Contracts**: The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.

F. **Compliance with Laws**: The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

G. **Confidentiality and Publicity**: All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.

H. **Entirety of Contract**: This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

I. **Extensions**: Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

J. **Force Majeure**: Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

K. **Independent Contractor**: The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.

L. **Kickbacks**: The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.

M. **Nondiscrimination**: The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.

N. **Notices**: All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.

O. **Ownership of Documents**: All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses, distributes, uses, or makes any of the information developed or compiled by the Department public, Department agrees that the information is confidential and, therefore, will not disclose it.

P. **Severability**: Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Q. **Taxes**: The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

R. **Termination of Contract**: This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.

S. **Third Party Beneficiary Rights**: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

T. **Time**: Time is of the essence in all provisions of the Contract.

U. **Titles Not Controlling**: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

V. **Waiver**: The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

W. **Suspension and Debarment**. By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in

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

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

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

Wyoming Association of Sheriffs and Chiefs of Police

_____ _____

Lori Emmert, Executive Officer
WASCOP

Date

Department

_____

_____ _____

Date

Tobacco Inspection Contract

1. **Parties**: The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.

2. **Purpose**: To provide Tobacco inspections in communities in the state of Wyoming.

3. **Term**: This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2016, through June 10, 2016. All services shall be completed during this term.

4. **Payment**:

   A. The total amount of this contract shall not exceed ($4,250.00).

   B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).

   C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.

   D. Payment shall be based on a rate of eighty five dollars ($85.00) per inspection.

      1) From the eighty five dollars ($85.00) the Department may:

         a. Pay the officer conducting the compliance visit double time;

         b. Purchase a ten dollar ($10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.

         c. Pay the assisting minor/youth ten dollars ($10.00) per compliance inspection.

5. **Responsibilities of the Department**:

   A. Conduct and complete Tobacco compliance inspections as follows:

      1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.

      2) The first tobacco compliance inspections must take place between January 1, 2016, and March 31, 2016. The second tobacco compliance inspections must take place between April 1, 2016, and June 10, 2016.

3) The above compliance schedule may be modified with the Association's prior written approval.

B. Complete a yearly report for Tobacco compliance inspections.

C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.

6. **Responsibilities of the Association**:

A. Remit payment to the Department based on proper monthly invoicing.

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C. **Audit/Access to Records**: The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.

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E. **Award of Related Contracts**: The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

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

F. **Compliance with Laws**: The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.

G. **Confidentiality and Publicity**: All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.

H. **Entirety of Contract**: This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

I. **Extensions**: Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.

J. **Force Majeure**: Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

K. **Independent Contractor**: The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

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

L. **Kickbacks**: The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.

M. **Nondiscrimination**: The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.),the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.

N. **Notices**: All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.

O. **Ownership of Documents**: All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

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

P. **Severability**: Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

Q. **Taxes**: The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

R. **Termination of Contract**: This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.

S. **Third Party Beneficiary Rights**: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.

T. **Time**: Time is of the essence in all provisions of the Contract.

U. **Titles Not Controlling**: Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.

V. **Waiver**: The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

W. **Suspension and Debarment**. By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at www.epls.gov. Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

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

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

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

Wyoming Association of Sheriffs and Chiefs of Police

_____ _____

Lori Emmert, Executive Officer
WASCOP

Date

Department

_____

_____ _____

Date

MEETING DATE:	DECEMBER 1, 2015
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE

AGENDA ITEM SUMMARY REPORT
Professional Tree Trimming Services Contract

ACTION

Staff requests the Council authorize the Mayor to sign a Professional Tree Trimming Services Contract with Arbor Solutions Tree Care following review and approval of said contract by the City Attorney.

On October 23, 2015 the City of Cody issued a Request for Services for Professional Tree Trimming Services and invited all of the local firms to submit a quote. The City received the following quotes.

Business Name	Aerial Trimming & Removal	Ground Trimming & Removal	Stump Grinding	Emergency Work Addition	Timeframe for Action
Arbor Solutions Tree Care	$100.00	$100.00	$60.00	$35.00	1-2 weeks
Chuck's Lawn Care, Inc	$125.00	$75.00	$65.00	No Additional Charge	2 days -2 weeks

SUMMARY

The City requires Professional Tree Trimming Services every year to assist with tree trimming within alleys, rights-of-ways, and parks. A request for proposals was prepared and issued to all of the local firms. The city received two (2) quotes as outlined above. The two quotes are very close.

The present tree trimming contractor's bills did not differentiate between aerial and ground and thus it is very difficult to compare the received quotes. Even though Professional Service contracts do not require the selection of the low quote, the City tries to maximize tax payer funds by selecting the low quote.

Staff has been happy with the performance of Arbor Solutions and feels it would be in the best interest of the City to remain with Arbor Solutions for another year. During this year, the contractor will be requested to bill/invoice differentiating between aerial and ground work.

FISCAL IMPACT

The contract indicates that Arbor Solutions Tree Care will complete Aerial Trimming and Removal for $100/Hr, Ground Trimming and Removal for $100/Hr, Stump Grinding for $60/Hr, and Emergency Work, as defined by the contract, will be charged at $35/HR. During the last year, the City expended $6,617.50 on the tree trimming contract.

AGENDA ITEM NO. _____

ALTERNATIVES

1. Deny the request to authorize the Mayor to sign the attached Professional Tree Trimming Services Contract with Arbor Solutions Tree Care
2. Approve the request to authorize the Mayor to sign a Professional Tree Trimming Services Contract with Arbor Solutions Tree Care

RECOMMENDATION

Staff recommends that the Council authorize the Mayor to sign a Professional Tree Trimming Services Contract with Arbor Solutions Tree Care following review and approval of said contract by the City Attorney.

ATTACHMENTS

1. Professional Tree Trimming Services Contract

AGENDA ITEM NO. _____

MEETING DATE:	DECEMBER 1, 2015
DEPARTMENT:	CITY PLANNER
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

AGENDA ITEM SUMMARY REPORT

Declare 4,112 Square Feet of City Land as Surplus and Authorize Staff to proceed with the Bid Process for Disposal of the Property

ACTIONS TO BE TAKEN

Declare approximately 4,112 square feet of City land, located east of 14th Street near the intersection with Huff 'n Puff Avenue as surplus and authorize staff to proceed with the bid process for disposal of the property.

SUMMARY

The City owns a 1.56 acre parcel of land, as depicted by the outlined area on this map. The owner of the property on the east side of the parcel inadvertently constructed a retaining wall and landscaped an area on the City parcel. That property owner has asked if he can acquire the area of the encroachment.

The property owner has had a surveyor prepare a map of the subject encroachment area, which is attached.

Encroachment Area:

AGENDA ITEM NO. _____

While the parcel contains the 14th Street right-of-way, the area of the encroachment is outside of the right-of-way and therefore cannot be transferred directly to the property owner through the right-of-way vacation process. The applicable process is the same as that used on the city's Valley View lot that had encroachments—which is to declare the property surplus, and dispose of it through either the bid or auction process to the highest bidder. However, the size of the parcel that would be sold does not meet minimum lot size requirements, and to prevent triggering the subdivision process or creating an illegally sized lot, it would have to be combined with an adjacent property, of which there is only one.

The attached survey map clearly shows the location of the "existing wall" and the several utility easements that encumber the east side of the property. There appears to be an additional utility easement that covers the entire subject area (see attached "Exhibit A" from the City's deed to the property), and which is requested to be removed from the area west of the overhead power (OP) easement (see GDA survey) at the time the property is transferred from City ownership. There are no city utilities or franchise utilities within that portion of the subject area west of the overhead power easement.

The approximate value of the land would be $7,129.00, based on the assessed value per square foot of the adjacent lot (Tract B of the Westbeck Addition) applied to the area west of the power easement, and using half of that square foot value for those portions that would remain encumbered by utility easements. It is proposed that the minimum bid amount be that value, and that the successful bidder be responsible for the actual costs of deed preparation, closing, and completion of a boundary line adjustment to merge the property into an adjoining lot.

FISCAL IMPACT

There are no identified adverse fiscal impacts to the City of Cody by declaring this land as surplus. The declaration of the land as surplus will enable the City of Cody to potentially sell the land.

ALTERNATIVES:

Take no action on the current request; or,
Authorize staff to proceed with the bid process to dispose of the subject area, or a portion thereof. If bids are received, the council would need to take future action to accept or decline the bid(s) and vacate a portion of the easement.

RECOMMENDATION:

Declare the subject land as surplus and direct staff to proceed with the bid process.

ATTACHMENTS:

Survey by GDA Engineers.
Exhibit A from City Deed.

AGENDA & SUMMARY REPORT TO:

Doug Greenway

AGENDA ITEM NO. _____

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

LEGAL DESCRIPTION

BEING A PARCEL OF LAND WITHIN LOT 62, RESURVEY, T.52N., R.102W., 6TH P.M., PARK COUNTY, WYOMING. SAID PARCEL IS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

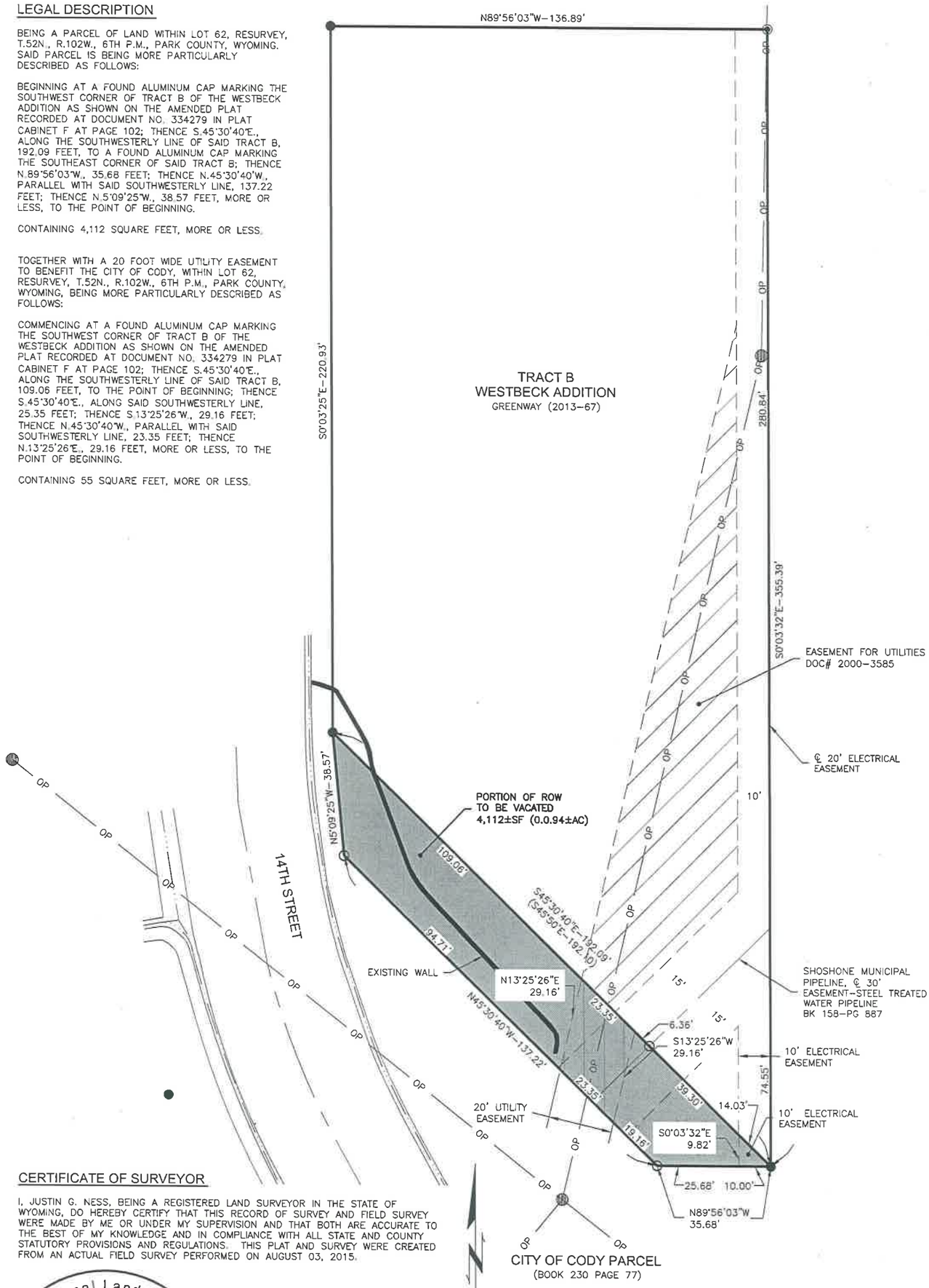
BEGINNING AT A FOUND ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF TRACT B OF THE WESTBECK ADDITION AS SHOWN ON THE AMENDED PLAT RECORDED AT DOCUMENT NO. 334279 IN PLAT CABINET F AT PAGE 102; THENCE S.45°30'40"E., ALONG THE SOUTHWESTERLY LINE OF SAID TRACT B, 192.09 FEET, TO A FOUND ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID TRACT B; THENCE N.89°56'03"W., 35.68 FEET; THENCE N.45°30'40"W., PARALLEL WITH SAID SOUTHWESTERLY LINE, 137.22 FEET; THENCE N.5°09'25"W., 38.57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 4,112 SQUARE FEET, MORE OR LESS.

TOGETHER WITH A 20 FOOT WIDE UTILITY EASEMENT TO BENEFIT THE CITY OF CODY, WITHIN LOT 62, RESURVEY, T.52N., R.102W., 6TH P.M., PARK COUNTY, WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF TRACT B OF THE WESTBECK ADDITION AS SHOWN ON THE AMENDED PLAT RECORDED AT DOCUMENT NO. 334279 IN PLAT CABINET F AT PAGE 102; THENCE S.45°30'40"E., ALONG THE SOUTHWESTERLY LINE OF SAID TRACT B, 109.06 FEET, TO THE POINT OF BEGINNING; THENCE S.45°30'40"E., ALONG SAID SOUTHWESTERLY LINE, 25.35 FEET; THENCE S.13°25'26"W., 29.16 FEET; THENCE N.45°30'40"W., PARALLEL WITH SAID SOUTHWESTERLY LINE, 23.35 FEET; THENCE N.13°25'26"E., 29.16 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 55 SQUARE FEET, MORE OR LESS.



CERTIFICATE OF SURVEYOR

I, JUSTIN G. NESS, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF WYOMING, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY AND FIELD SURVEY WERE MADE BY ME OR UNDER MY SUPERVISION AND THAT BOTH ARE ACCURATE TO THE BEST OF MY KNOWLEDGE AND IN COMPLIANCE WITH ALL STATE AND COUNTY STATUTORY PROVISIONS AND REGULATIONS. THIS PLAT AND SURVEY WERE CREATED FROM AN ACTUAL FIELD SURVEY PERFORMED ON AUGUST 03, 2015.

Professional Land Surveyor
JUSTIN G. NESS
14276
Date 9/29/15
WYOMING

JUSTIN G. NESS
WYOMING PLS 14276

SURVEY COMPLETED
DATE: AUG 03, 2015
BY: LP

REVIEWED BY: JN

SCALE

0 20 40

SCALE IN FEET

LEGEND

EXISTING PROPERTY LINE	
EASEMENT LINE	
FOUND ALUMINUM CAP	●
SET 5/8"X24" REBAR WITH 2 1/2" ALUMINUM CAP	○
MEASURED DATA	S.45°30'40"E.–192.09'
RECORD DATA	(S.45°50'E. 192.10')

RECORD OF SURVEY

SHOWING

TRACT B

WITHIN

AMENDED PLAT OF WESTBECK ADDITION
LOT 62, RESURVEY, T.52N., R.102W., 6TH P.M.,
PARK COUNTY, WYOMING
GREENWAY, CODY, WYOMING

PROJECT NO. 151229

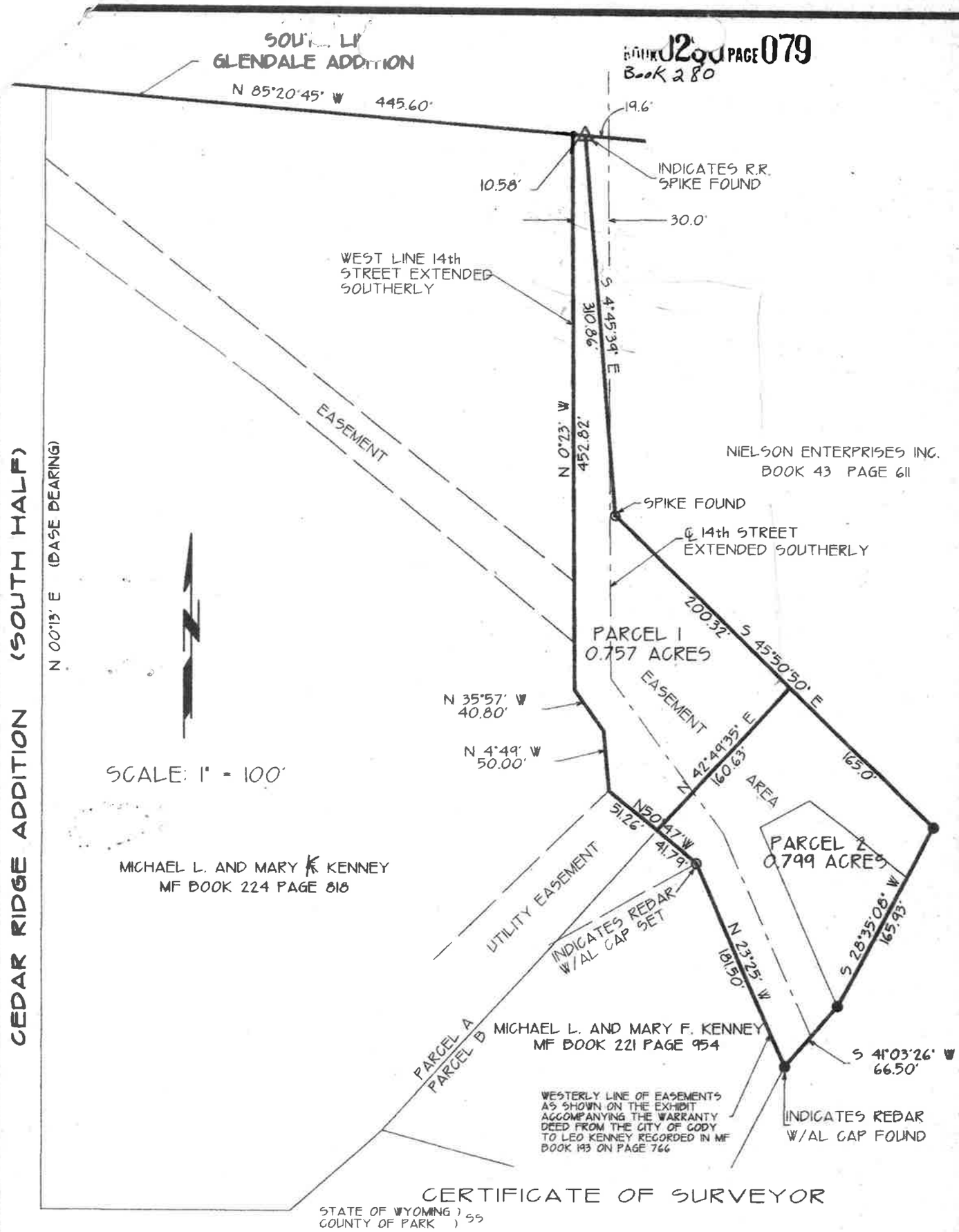
GDA ENGINEERS

ENGINEERING • SURVEYING • PLANNING

502 33RD ST., CODY, WYOMING 82414

W:\Survey Projects\151229-Greenway ROW Vacation\CAD\151229.dwg, 9/29/2015 10:40:59 AM, bclawson

BOOK 1290 PAGE 079
Book 280



CERTIFICATE OF SURVEYOR

STATE OF WYOMING)
COUNTY OF PARK) SS

I, PAUL A. BLOUGH OF CODY, WYOMING DO HEREBY CERTIFY THAT THIS MAP WAS PREPARED FROM FIELD NOTES TAKEN DURING AN ACTUAL SURVEY MADE UNDER MY DIRECTION ON JANUARY 7, 1991 AND FEBUARY 26, 1993; THAT THIS MAP CORRECTLY SHOWS THE RESULTS OF SAID SURVEY AND THAT THE MONUMENTS FOUND OR SET ARE AS SHOWN.

WYOMING L.S. REGISTRATION NO. 2332 Paul A. Blough
PAUL A. BLOUGH

EXHIBIT A

CITY OF CODY - CITY HALL
1338 RUMSEY AVENUE 82414

PLAT SHOWING

DIVISION OF KENNEY LANDS

IN TRACT 62, T. 52 N., R. 101 W. 6th P.M.
WITHIN THE CITY OF CODY
PARK COUNTY, WYOMING

Professional Land Surveyor
PAUL
Paul A. Blough
Date 6/14/93
WYOMING

HOLM, BLOUGH AND COMPANY
Consulting Engineers & Land Surveyors
1241 Sheridan Ave.
P.O. Box 1748
Cody, Wyoming 82414

MAY, 1993

BOOK 288
JOB 93-29F

MEETING DATE:	DECEMBER 3, 2015
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEPHEN PAYNE, PE
DEPT. DIR. APPROVAL:	_____
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEPHEN W. PAYNE, PE

AGENDA ITEM SUMMARY REPORT
PROFESSIONAL SERVICES AGREEMENT

ACTION:
Staff requests that the Mayor and Council award a professional services contract to Precision Plan and Susan Hovde and authorize the Mayor to sign an Owner/Architects Agreement with said firm/people. Approval should be subject to review and approval by the City Attorney of the Agreement documents and the authorization of the Mayor to sign should be subject to the receipt of a signed agreement from the Wyoming Business Council. The professional services "Agreement" shall include all architectural, site planning, engineering services and construction administration for the remodel/renovation of the quonset hut at 602 15th Street for use of same by the Cody Cupboard.

The City Attorney has reviewed the contract and has approved the contract except for a clause in the indemnification section that limits ***'Indemnity to Owner ' to the Available proceeds of insurance coverage.*** Attorney Kolpitcke feels that this clause may expose the City to liability that the Council has in the past been unwilling to accept.

The City is in a time constraint on this project to meet our grant time line and to address the needs of Cody Cupboard. The limit of the project is $375,000 and the project will be fully reviewed and inspected by the Building Official. Attorney Kolpitcke's concerns are understandable and reasonable, but I feel the City's exposure is very limited and would ask that the City Council allow the Mayor to sign the contract with the clause intact.

SUMMARY:
In the FY2015-2016 budget the Council authorized the submittal of a grant application, on behalf of Cody cupboard, to the Wyoming Business Council to remodel/renovate the Quonset hut at 602 15th Street. Precision Plan provided substantial assistance, at no cost to the City, in estimating the cost for the remodel/renovation.

The total of the grant application was $445,000 with $375,000 being grant and $70,000 being in-kind services from the City.

On September 30, 2015 the City of Cody was formally notified of the approval of the grant application.

FISCAL IMPACT
As part of the Grant application, the Council authorized the expenditure in FY2015-2016 of up to $40,000 for Architectural services and the Agreement before the Board is for $33,000. There is a provision in the agreement for reimbursables, but it appears we will be well within the limits of the grant.

ALTERNATIVES
1. Award a professional services agreement with Precision Plan and Susan Hovde.
2. Deny award and authorization to enter into a professional services agreement with Precision Plan and Susan Hovde.

RECOMMENDATION
Staff recommends that the Mayor and Council award a professional services agreement with Precision Plan and Susan Hovde and authorize the Mayor to sign a professional service Agreement with said firm. Approval and authorization for signing should be subject to conditions listed above in the "Action" paragraph.

The time line for services is as follows:

Design Completion:	2/9/2016	Advertise for Bids:	2/9-25/2016
Pre-Bid:	2/18/2016	Building Permit:	2/29/2016
Notice to Proceed:	3/3/2016	Begin Construction:	3/14/2016
End Construction:	6/19/2016	Final Inspection/CO:	6/19/2016

AGENDA ITEM NO. _____

ATTACHMENTS
Agreement

AGENDA & SUMMARY REPORT TO:
Rick Lambert – Precision Plan

AGENDA ITEM NO. _____

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
ADVANCED INFO SYSTEMS								
129162								
	12659	CYCLE 1 OUTSOURCE BILLS	11/17/2015	396.73	.00			1115
Total :				396.73	.00			
Total 129162:				396.73	.00			
ADVANTAGE REHABILITATION								
126251								
	111815	FUNCTIONAL MOVEMENT SCR	11/18/2015	196.00	.00			1115
Total :				196.00	.00			
Total 126251:				196.00	.00			
ANIXTER POWER SOLUTIONS, LLC								
130622								
	3035900-02	SYSTEM MAINTENANCE	11/05/2015	49.00	.00			1115
Total :				49.00	.00			
Total 130622:				49.00	.00			
APPLIED GRAPHICS								
123465								
	6073	CHANGE FACILITY HOURS REC	09/04/2015	35.00	.00			1115
Total :				35.00	.00			
Total 123465:				35.00	.00			
BAILEY ENTERPRISES INCORPORATED								
130546								
	103115	Unleaded Fuel	11/07/2015	1,001.30	.00			1115
	103115	Unleaded Fuel	11/07/2015	144.64	.00			1115
	103115	Unleaded Fuel	11/07/2015	2,217.96	.00			1115
	103115	Diesel Fuel	11/07/2015	562.34	.00			1115
	103115	Unleaded Fuel	11/07/2015	1,040.38	.00			1115
	103115	Unleaded Fuel	11/07/2015	100.24	.00			1115
	103115	Unleaded Fuel	11/07/2015	10.12	.00			1115
	103115	Unleaded Fuel	11/07/2015	129.71	.00			1115
	103115	Diesel Fuel	11/07/2015	2,587.55	.00			1115
	103115	Unleaded Fuel	11/07/2015	315.28	.00			1115
	103115	Unleaded Fuel	11/07/2015	81.29	.00			1115
	103115	Diesel Fuel	11/07/2015	4,122.66	.00			1115
	103115	Unleaded Fuel	11/07/2015	167.87	.00			1115
	103115	Diesel Fuel	11/07/2015	222.89	.00			1115
	103115	Unleaded Fuel	11/07/2015	596.27	.00			1115
	103115	Diesel Fuel	11/07/2015	582.68	.00			1115
	103115	Unleaded Fuel	11/07/2015	319.35	.00			1115
	103115	Diesel Fuel	11/07/2015	819.18	.00			1115
	103115	Unleaded Fuel	11/07/2015	704.31	.00			1115
	111515	Unleaded Fuel	11/15/2015	423.06	.00			1115
	111515	Unleaded Fuel	11/15/2015	57.45	.00			1115
	111515	Unleaded Fuel	11/15/2015	941.25	.00			1115
	111515	Diesel Fuel	11/15/2015	98.66	.00			1115
	111515	Unleaded Fuel	11/15/2015	180.16	.00			1115

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
	111515	Unleaded Fuel	11/15/2015	79.94	.00			1115
	111515	Unleaded Fuel	11/15/2015	28.26	.00			1115
	111515	Diesel Fuel	11/15/2015	752.04	.00			1115
	111515	Unleaded Fuel	11/15/2015	317.64	.00			1115
	111515	Diesel Fuel	11/15/2015	1,606.13	.00			1115
	111515	Unleaded Fuel	11/15/2015	40.23	.00			1115
	111515	Diesel Fuel	11/15/2015	56.77	.00			1115
	111515	Unleaded Fuel	11/15/2015	136.35	.00			1115
	111515	Diesel Fuel	11/15/2015	287.12	.00			1115
	111515	Unleaded Fuel	11/15/2015	52.55	.00			1115
	111515	Diesel Fuel	11/15/2015	229.76	.00			1115
	111515	Unleaded Fuel	11/15/2015	183.78	.00			1115
Total :				21,197.17	.00			
Total 130546:				21,197.17	.00			
BASIN EQUIPMENT REPAIR, LLC								
130652								
	000304	REPAIR D03	11/11/2015	2,955.00	.00			1115
Total :				2,955.00	.00			
Total 130652:				2,955.00	.00			
BEZAIRE-KAWAMURA HOLDINGS, LLC								
130653								
	16176912	REFUND UTILITY DEPOSIT	11/16/2015	142.14	.00			1115
Total :				142.14	.00			
Total 130653:				142.14	.00			
BLACK HILLS ENERGY								
130509								
	0764 8304 15	UTILITIES	11/17/2015	228.09	.00			1115
	1188 3974 81	UTILITIES	11/17/2015	17.17	.00			1115
	1212 9706 22	UTILITIES	11/17/2015	151.84	.00			1115
	1226 3825 58	UTILITIES	11/17/2015	138.27	.00			1115
	1748 3070 35	UTILITIES	11/17/2015	207.78	.00			1115
	2844 0883 27	UTILITIES	11/17/2015	53.55	.00			1115
	3439 1746 41	UTILITIES	11/17/2015	50.30	.00			1115
	3745 9872 61	UTILITIES	11/17/2015	18.26	.00			1115
	5343 2365 74	UTILITIES	11/17/2015	17.17	.00			1115
	5581 8309 98	UTILITIES	11/17/2015	19.34	.00			1115
	5839 8360 11	UTILITIES	11/17/2015	21.28	.00			1115
	5843 2846 46	UTILITIES	11/17/2015	101.50	.00			1115
	5843 2846 46	UTILITIES	11/17/2015	26.14	.00			1115
	5843 2846 46	UTILITIES	11/17/2015	15.38	.00			1115
	5843 2846 46	UTILITIES	11/17/2015	10.76	.00			1115
	6891 6043 54	UTILITIES	11/17/2015	20.89	.00			1115
	8373 7435 57	UTILITIES	11/17/2015	47.04	.00			1115
Total :				1,144.76	.00			
Total 130509:				1,144.76	.00			

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
BLUE CROSS BLUE SHIELD OF WYOMING								
1360								
	111615	INSURANCE PREMIUM	11/16/2015	116,383.88	.00			1115
Total :				116,383.88	.00			
Total 1360:				116,383.88	.00			
BORDER STATES INDUSTRIES, INC								
1420								
	910339864	Wire, primary 1/0 strd, jacketed,25	11/13/2015	7,188.75	.00		WIRUGP1/025	1115
Total :				7,188.75	.00			
Total 1420:				7,188.75	.00			
BRIGGS, ADAM								
130656								
	111715	REFUND CASH BOND FOR MC-	11/17/2015	190.00	190.00	11/18/2015		1115
Total :				190.00	190.00			
Total 130656:				190.00	190.00			
CITY OF CODY								
2260								
	112315	Utilities	11/23/2015	2,209.79	.00			1115
	112315	Utilities	11/23/2015	109.99	.00			1115
	112315	Utilities	11/23/2015	80.29	.00			1115
	112315	Utilities	11/23/2015	580.62	.00			1115
	112315	Utilities	11/23/2015	133.03	.00			1115
	112315	Utilities	11/23/2015	250.35	.00			1115
	112315	Utilities	11/23/2015	87.17	.00			1115
	112315	Utilities	11/23/2015	84.10	.00			1115
	112315	Utilities	11/23/2015	245.09	.00			1115
	112315	Utilities	11/23/2015	312.27	.00			1115
	112315	Utilities	11/23/2015	23.00	.00			1115
	112315	Utilities	11/23/2015	45.69	.00			1115
	112315	Utilities	11/23/2015	601.24	.00			1115
	112315	Utilities	11/23/2015	63.00	.00			1115
	112315	Utilities	11/23/2015	109.21	.00			1115
	112315	Utilities	11/23/2015	128.03	.00			1115
	112315	Utilities	11/23/2015	498.64	.00			1115
	112315	Utilities	11/23/2015	287.83	.00			1115
	112315	Utilities	11/23/2015	30.09	.00			1115
	112315	Utilities	11/23/2015	161.00	.00			1115
	112315	Utilities	11/23/2015	359.11	.00			1115
	112315	Utilities	11/23/2015	23.00	.00			1115
	112315	Utilities	11/23/2015	242.78	.00			1115
	112315	Utilities	11/23/2015	209.55	.00			1115
	112315	Utilities	11/23/2015	42.00	.00			1115
	112315	Utilities	11/23/2015	42.00	.00			1115
	112315	Utilities	11/23/2015	50.90	.00			1115
	112315	Utilities	11/23/2015	475.62	.00			1115
	112315	Utilities	11/23/2015	98.99	.00			1115
	112315	Utilities	11/23/2015	547.21	.00			1115
	112315	Utilities	11/23/2015	23.00	.00			1115
	112315	Utilities	11/23/2015	137.00	.00			1115

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
112315	Utilities	11/23/2015	143.65	.00			1115
112315	Utilities	11/23/2015	29.94	.00			1115
112315	Utilities	11/23/2015	42.94	.00			1115
112315	Utilities	11/23/2015	63.00	.00			1115
112315	Utilities	11/23/2015	46.90	.00			1115
112315	Utilities	11/23/2015	161.00	.00			1115
112315	Utilities	11/23/2015	80.50	.00			1115
112315	Utilities	11/23/2015	64.94	.00			1115
112315	Utilities	11/23/2015	23.00	.00			1115
112315	Utilities	11/23/2015	63.00	.00			1115
112315	Utilities	11/23/2015	30.61	.00			1115
112315	Utilities	11/23/2015	763.05	.00			1115
112315	Utilities	11/23/2015	178.76	.00			1115
112315	Utilities	11/23/2015	10.50	.00			1115
112315	Utilities	11/23/2015	90.94	.00			1115
112315	Utilities	11/23/2015	26.86	.00			1115
112315	Utilities	11/23/2015	2,548.75	.00			1115
112315	Utilities	11/23/2015	7,646.27	.00			1115
112315	Utilities	11/23/2015	1,176.67	.00			1115
112315	Utilities	11/23/2015	303.08	.00			1115
112315	Utilities	11/23/2015	178.28	.00			1115
112315	Utilities	11/23/2015	124.80	.00			1115
112315	Utilities	11/23/2015	30.76	.00			1115
112315	Utilities	11/23/2015	49.49	.00			1115
112315	Utilities	11/23/2015	56.25	.00			1115
112315	Utilities	11/23/2015	49.49	.00			1115
112315	Utilities	11/23/2015	401.85	.00			1115
112315	Utilities	11/23/2015	66.29	.00			1115
112315	Utilities	11/23/2015	693.67	.00			1115
112315	Utilities	11/23/2015	167.73	.00			1115
112315	Utilities	11/23/2015	209.17	.00			1115
112315	Utilities	11/23/2015	32.11	.00			1115
112315	Utilities	11/23/2015	30.91	.00			1115
112315	Utilities	11/23/2015	165.19	.00			1115
112315	Utilities	11/23/2015	1,210.84	.00			1115
112315	Utilities	11/23/2015	62.51	.00			1115
112315	Utilities	11/23/2015	156.93	.00			1115
112315	Utilities	11/23/2015	1,208.01	.00			1115
112315	Utilities	11/23/2015	39.00	.00			1115
112315	Utilities	11/23/2015	96.72	.00			1115
112315	Utilities	11/23/2015	174.79	.00			1115
112315	Utilities	11/23/2015	185.52	.00			1115
112315	Utilities	11/23/2015	4,627.14	.00			1115
112315	Utilities	11/23/2015	201.59	.00			1115
112315	Utilities	11/23/2015	6,107.46	.00			1115
112315	Utilities	11/23/2015	200.42	.00			1115
112315	Utilities	11/23/2015	234.67	.00			1115
112315	Utilities	11/23/2015	95.00	.00			1115
112315	Utilities	11/23/2015	29.94	.00			1115
112315	Utilities	11/23/2015	44.43	.00			1115
112315	Utilities	11/23/2015	5,836.71	.00			1115
112315	Utilities	11/23/2015	85.89	.00			1115
Total :			44,639.51	.00			
Total 2260:			44,639.51	.00			

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
CODY COUNTRY PRINTING								
2550								
	100815	LAB RESULT FORMS	10/08/2015	168.80	.00			1115
Total :				168.80	.00			
Total 2550:				168.80	.00			
DEPT OF FAMILY SERVICES								
125899								
	0233-OCT15	BACKGROUND CHECKS - REC	11/12/2015	80.00	.00			1115
Total :				80.00	.00			
Total 125899:				80.00	.00			
ENGINEERING ASSOCIATES								
4140								
	102815	BAC T TESTING	10/28/2015	25.00	.00			1115
	110215	BAC T TESTING	11/02/2015	25.00	.00			1115
	3511059	ELECTRICAL EASEMENTS	11/09/2015	1,205.00	.00			1115
Total :				1,255.00	.00			
Total 4140:				1,255.00	.00			
FORWARD CODY WYOMING, INC								
127450								
	111615	COMMUNITY FUNDING ALLOCA	11/16/2015	6,250.00	.00			1115
Total :				6,250.00	.00			
Total 127450:				6,250.00	.00			
GAIL CONSTRUCTION, LLC								
130009								
	88-24	REFUND OVERPAYMENT ON 8	11/20/2015	4,945.00	.00			1115
Total :				4,945.00	.00			
Total 130009:				4,945.00	.00			
GDA ENGINEERS								
4620								
	02-151117	12TH ST STORM DRAIN	11/23/2015	14,395.00	.00			1115
	02-151118	COUGAR AVE DESIGN	11/23/2015	6,932.50	.00			1115
Total :				21,327.50	.00			
Total 4620:				21,327.50	.00			
HARRIS TRUCKING & CONST. CO								
4780								
	127218	ASPHALT	10/07/2015	4,337.49	.00			1115
	127218	ASPHALT	10/07/2015	1,850.54	.00			1115
	127218	ASPHALT	10/07/2015	1,562.44	.00			1115

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :				7,750.47	.00			
Total 4780:				7,750.47	.00			
JAMES B SECKMAN, CPA, PC								
130659								
	3065	AUDIT SERVICES	11/18/2015	4,820.00	.00			1115
	3065	AUDIT SERVICES	11/18/2015	5,799.00	.00			1115
	3065	AUDIT SERVICES	11/18/2015	3,049.00	.00			1115
	3065	AUDIT SERVICES	11/18/2015	1,370.00	.00			1115
	3065	AUDIT SERVICES	11/18/2015	4,962.00	.00			1115
Total :				20,000.00	.00			
Total 130659:				20,000.00	.00			
JENSEN PLUMBING								
129455								
	6895	HEATER AT SANITATION SHOP	11/09/2015	70.00	.00			1115
Total :				70.00	.00			
Total 129455:				70.00	.00			
JUBY'S MOBILE HOME PARK								
130654								
	14139025	REFUND UTILITY DEPOSIT	11/10/2015	147.01	.00			1115
	14507022	REFUND UTILITY DEPOSIT	11/13/2015	141.55	.00			1115
Total :				288.56	.00			
Total 130654:				288.56	.00			
KEELE SANITATION, LLC								
124874								
	135575	PORTABLE RESTROOMS	10/26/2015	42.00	.00			1115
	135575	PORTABLE RESTROOMS	10/26/2015	42.00	.00			1115
	135852	PORTABLE RESTROOM - ALLE	11/09/2015	42.00	.00			1115
	135853	PORTABLE RESTROOM -SKYLI	11/09/2015	42.00	.00			1115
Total :				168.00	.00			
Total 124874:				168.00	.00			
KRISJANSONS & MILES PC								
129971								
	2252	PROFESSIONAL FEES	11/13/2015	274.64	.00			1115
Total :				274.64	.00			
Total 129971:				274.64	.00			
LUNDVALL, BARBRA								
130655								
	14312211	REFUND CREDIT BALANCE	11/12/2015	95.07	.00			1115

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :				95.07	.00			
Total 130655:				95.07	.00			
OFFICE SHOP, THE								
7440								
	22885	COPIER CONTRACT - SHOP	11/10/2015	41.05	.00			1115
	22885	COPIER CONTRACT - SHOP	11/10/2015	41.05	.00			1115
	22885	COPIER CONTRACT - SHOP	11/10/2015	41.05	.00			1115
	22885	COPIER CONTRACT - SHOP	11/10/2015	41.05	.00			1115
	22885	COPIER CONTRACT - SHOP	11/10/2015	41.05	.00			1115
	22885	COPIER CONTRACT - SHOP	11/10/2015	41.05	.00			1115
Total :				246.30	.00			
Total 7440:				246.30	.00			
ONE-CALL OF WYOMING								
127665								
	39659	ONE CALL FEES	11/14/2015	18.38	.00			1115
	39659	ONE CALL FEES	11/14/2015	18.38	.00			1115
	39659	ONE CALL FEES	11/14/2015	18.38	.00			1115
	39659	ONE CALL FEES	11/14/2015	18.36	.00			1115
Total :				73.50	.00			
Total 127665:				73.50	.00			
PARK COUNTY PUBLIC HEALTH								
7720								
	1208	FLU VACCINATIONS	11/19/2015	2,165.00	.00			1115
Total :				2,165.00	.00			
Total 7720:				2,165.00	.00			
QUALITY ASPHALT PAVING, INC								
125010								
	1525	ASPHALT PATCHING - WATER	11/04/2015	1,386.00	.00			1115
	1525	ASPHALT PATCHING - WATER	11/04/2015	231.00	.00			1115
	1525	ASPHALT PATCHING - ELEC DE	11/04/2015	66.00	.00			1115
Total :				1,683.00	.00			
Total 125010:				1,683.00	.00			
ROAD GRILL								
130658								
	102215	CITIZENS ACADEMY GRADUATI	10/22/2015	1,226.00	.00			1115
	102215	CITIZENS ACADEMY GRADUATI	10/22/2015	245.20	.00			1115
Total :				1,471.20	.00			
Total 130658:				1,471.20	.00			
ROCKY MOUNTAIN POWER								

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
7570								
	111715	UTILITIES	11/17/2015	29.11	.00			1115
	111715	UTILITIES	11/17/2015	257.19	.00			1115
Total :				286.30	.00			
Total 7570:				286.30	.00			
S & L INDUSTRIAL								
130587								
	15145	8TH ST PROJECT - TRAFFIC C	11/09/2015	25,740.00	.00			1115
Total :				25,740.00	.00			
Total 130587:				25,740.00	.00			
TRAIL SOURCE LLC								
130524								
	111815	RETAINAGE PAYMENT	11/18/2015	5,312.85	.00			1115
Total :				5,312.85	.00			
Total 130524:				5,312.85	.00			
WESTERN UNITED ELECTRIC SUPPLY								
10605								
	4073275	XFMR 3PH 75KVA URD 277/480	11/16/2015	6,308.90	.00		TRF753U27/48	1115
	4073489	FIBER GLASS X ARM 8' TANGE	11/18/2015	693.32	.00		FBGXARM8TG-3K	1115
	4073489	FREIGHT	11/18/2015	446.46	.00			1115
Total :				7,448.68	.00			
Total 10605:				7,448.68	.00			
Grand Totals:				301,617.81	190.00			

PAYROLL TOTAL $234,430.24

TOTAL $536,238.05

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Owner /Architects Agreement
for
Remodel / addition To an existing Building for the "Cody Cupboard"
Located at
602 15th Street Cody, Wyoming

This Owner Architects Agreement is made effective as of _____, by and between City of Cody (Owner / Client) of 1338 Rumsey Avenue, Cody, Wyoming 82414, and Precision Plan and Design and Susan Hovde- Architect (Architect) of 930 12th Street, Cody, Wyoming 82414.

DESCRIPTION OF SERVICES. Beginning on _____, Precision Plan and Design and Susan Hovde- Architect will provide to City of Cody the Architects services described below and in the attached Exhibit A (collectively, the "Services"). Architect's services shall include all architectural, site planning, and engineering services in connection with the shell and core design for the Project and without limiting the generality of the foregoing, will include the following: (see also: Attachment Exhibit A *'Proposal to provide Architectural Services' dated 9/5/15* and Attachment Exhibit B *'CDBG Grant Application'*. See Also Attached Exhibit C: *'revised timeline'. Dated 11/10/15*

Architectural Services listed in this Agreement relate to the Remodel / Addition of the Existing "quonset" structure on existing city property located at 602 15th Street Cody, Wyoming, for a new tenant "Cody Cupboard" : deviation of any or all of the following: property, client, structure, or project extents, requires revision / amendment to this agreement.

Schematic Design Phase: Services provided by the Architect in Schematic Design Phase of the construction include:

a. Reviewing the Project information furnished by the Client / Owner

b. Ascertaining the requirements of the Project.

Design Development Phase: Services provided by Architect in Design Development Phase of the construction include:

a. Preparing construction documents containing drawings other documents to fix and describe the size, character of the Project as architectural, structural, mechanical, electrical materials and other elements based on approved Schematic Design Phase.

b. Advising Client on preliminary estimate of construction cost.

Construction Documents Phase: Services provided by Architect in Construction Documents Phase of the construction include:

a. Preparing documents drawings setting forth the detailed requirements based on the approved Design Development Documents.

b. Advising Client on construction estimated cost.

c. Helping Client achieve approval of governmental authorities.

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Bidding or Negotiation Phase: Architect, following the Clients approval of the Construction Documents, shall assist the Client in obtaining bids or negotiated proposals and assist in awarding the Project, Preparing documents that may be required for the projects Construction. Architect acknowledges that the City of Cody has established rules, standards and laws, for the bidding process, it is the Architects intent to assist the City in facilitation of the existing process.

Construction Phase-Administration of the Construction Agreement: Architects service commences with the award of the Agreement and terminates at the issuance to the Client, of the final certificate for payment. Architect shall not have control over or charge of and shall not be responsible for construction means and methods, techniques, sequences or procedures or for safety precautions and programs in connection with work, since they are Contractors responsibility. Architect can inspect and reject work if not in compliance with projects specifications or intent. This shall consist of Construction Observation at distinct intervals during the Construction Process. Architect will document Administration of project as required. Architect will receive and review payment applications prior to submission to Owner. Architect will attempt to answer Contractor questions encounter during the course of Construction.

Project Closeout: Finalization of Project in preparation for Client move in, finalize all paperwork for project.

ADDITIONAL SERVICES. Architect only shall provide additional services in connection with the the project with written consent of the Owner . Additional Services shall be billed to the Owner at the Architects direct cost. Project representation beyond basic services include, but are not limited to: selecting project representatives, evaluating substitution by the Contractor, providing services due to changes in project, (project scope change) revision of documents with the approval of Client. Additional services anticipated include, but are not limited to: Printing, copying fees, advertisement for bid (publication cost), cost of future agreement documents, travel costs that may be incurred outside of site trips, or City of Cody office visits . Owner supplied items include, but are not limited to: site survey, corner locations, site services locates, design of fire suppression systems / alarms standpipes, building permit fee, planning board permit fees.

PAYMENT. Payment shall be made to Susan Hovde- Architect , P.O. Box 1514 Red Lodge, MT 59068

City of Cody agrees to pay Precision Plan and Design and Susan Hovde- Architect as follows:
(See attached Exhibit A)

30% of total fee upon completion of Design Development (1/2 of Phase 1)
30% of total fee upon completion of Phase 1 (Construction Documents)
20% of total fee upon completion of Phase 2
15% of total fee upon completion of Phase 3
5% of total fee upon completion of Phase 4 (project closeout)

In addition to any other right or remedy provided by law, if City of Cody fails to pay for the Services when due, Precision Plan and Design and Susan Hovde- Architect has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

COMPENSATION FOR ADDITIONAL SERVICES. In addition to the payments made to the Architect, Client shall pay Architect for any additional services provided by the Architect. Prior to providing ADDITIONAL SERVICES the Architect shall obtain approval in writing from Owner's representative. Additional services will be billed to the OWNER at the Architects direct cost. Additional Services will be billed at time of service, not as part of the above fee payment schedule.

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CLIENT'S RESPONSIBILITIES. Client shall provide full information regarding requirements for the project. Client shall establish and update overall budget. Client shall furnish legal requirements for bidding and the construction of the project.

TERM. This Agreement will terminate automatically upon Project completion by Precision Plan and Design and Susan Hovde- Architect of the Services required by this Agreement. The City of Cody can terminate this agreement for convenience upon 30 days written notice to Architect.

NO MECHANIC'S LIEN. Architect shall not permit or suffer any mechanic's lien filed by any subcontractor, Consultant, laborer, or material vendor of Architect to remain upon the premises of Client, provided such lien arises from the execution of work included in this Agreement. Upon final payment due under this Agreement, Architect agrees, for himself and his Consultants and subcontractor, that it will furnish to Client, upon request, such certificate or certificates as Client may require or desire, to the effect that no mechanic's liens or claims of Architect or its Consultants and subcontractor have arisen or are outstanding with respect to the Work and that there is, to the best of the Architect 's knowledge, information, and belief, no basis for any future liens to be filed, but that if any such liens or claims are filed, Architect will defend and hold Client harmless against such liens.

WARRANTY. Precision Plan and Design and Susan Hovde- Architect shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Precision Plan and Design and Susan Hovde- Architect's community and region, and will provide a standard of care equal to, or superior to, the standard of care used by Architects in the region.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

a. The failure to make a required payment when due.

b. The insolvency or bankruptcy of either party.

c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

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FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

INDEMNIFICATION. The Architect shall indemnify and hold the Owner and dh Owener's officers and employees harmless from and against damages, losses and judgments, including reasonable attorney's fees and expenses recoverable under applicable law ,to the extent that thear are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming. By entering into this Agreement the City of Cody does not waive its sovereign or governmental immunity, and the City expressly reserves the right to assert immunity, and any other defense and limitation uner Wyoming law, as a defense to any action arising under this agreement.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF AGREEMENTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATORIES.
This Agreement shall be signed on behalf of City of Cody
by: _____, Owners Representative

and on behalf of Precision Plan and Design andSusan Hovde- Architect

by: _____,

Owner and effective as of the date first above
written.

Client:
City of Cody

By: _____
_____
Owners Representative

Architect:
Precision Plan and Design and Susan Hovde- Architect

By: _____
_____
Owner

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PRECISION PLAN AND DESIGN INC.

And Susan Hovde, Architect_

930 12th Street - Cody Wyoming 82414 - (307)-587-6227 Date: September 11, 2015

OWNER:

City of Cody

1338 Rumsey Avenue

Cody Wyoming 82414

SUBJECT:

Cody Cupboard

534 16th Street

Cody Wyoming 82414

Proposal to provide Architectural Services:

Phase 1.) Design services: (schematic design, design development, construction documents) 120 days

Work with client to analyze client supplied site plan, project requirements project information and restrictions to ensure the project is approved and understood by all departments. Provide required construction documents for submittal to the City of Cody Planning review and planning and zoning board for approval. Provide construction documents for Work to be performed. Project specifications will be incorporated in short form specifications or as specifications incorporated on the construction documents.

Phase 2.) Bids and Negotiations: 45 days

Client assistance for bidding the project, negotiation of a final Contract for the Project.

Phase 3.) Construction Observation Services: throughout Construction – Weekly onsite Construction Observation, along with photographic documentation of progress, review of Payment applications, Change Orders, etc, as required during Construction process.

Phase 4.) Project Close out: 35 Days – Provide final punch list, Paperwork, Payment applications, Change Orders, etc. to finalize the Project and turn it over to Owner.

TOTAL ARCHITECTURAL SERVICES FEE: $ 33,600.00

TOTAL FEE FOR ARCHITECTURAL SERVICES = $ 33,600.00

REIMBURSABLE ITEMS: $ 2,500.00

I would be glad answer any questions or discuss this proposal at your convenience.

Once again thank you for the opportunity to provide you with a list of professional services and fees.

Thank You,

Rick Lambert

BUSINESS COUNCIL

COMMUNITY DEVELOPMENT BLOCK GRANT

USE THIS APPLICATION FOR THE FOLLOWING PROJECT TYPES:

Handicapped Accessibility

Public Infrastructure

Community Facilities

Economic Development Infrastructure

Downtown Development

Housing (Facilities or Infrastructure)

Preliminary Regional Comments:

The WBC Regional Director must provide an overview of the project and address any concerns he or she may have. If there are concerns, the applicant is urged to address them as soon as possible before submitting the application. (Note: these comments are preliminary and the Regional Director will have an opportunity to revise them during the recommendation process.)

This City of Cody/Cody Cupboard project is a strong, well-developed project that will strengthen Cody Cupboard's ability to serve their growing clientele. The clientele served by the Cody Cupboard is no to low-moderate income and the service that is provided is much needed. This refurbished facility will better meet the needs of the Cody Cupboard and will be more accessible and discrete than the current location. It also takes an unused building and puts it to good use.

Before I became aware of this project I was aware of the Cody Cupboard but had no idea how they operated or how many people they serve. They are completely volunteer-based and rely on donations and grants to make food available to people who cannot afford it. They have successfully operated for over 27 years.

Leah Brussee 2/20/15

WBC Regional Director's Signature **Date**

SECTION 1: COVER SHEET

1. PROJECT TITLE: Cody Cupboard Relocation Project

2. PROJECT TYPE:

- ☐ **Handicapped Accessibility**
- ☐ **Public Infrastructure**
- ☒ **Community Facilities**
- ☐ **Economic Development Infrastructure**
- ☐ **Downtown Development**
- ☐ **Housing (Facility or Infrastructure**

3. APPLICANT INFORMATION:

Applicant (City, Town, County): **City of Cody**

Chief Elected Official: Nancy Tia Brown, Mayor

Mailing Address: PO BOX 2200, Cody, WY 82414

Street Address: 1338 Rumsey Ave, Cody, WY 82414

Local Contact: Annalea Avery

Position: Administrative Analyst

Mailing Address: PO Box 2200 Cody, WY 82414

Phone: 307-527-3468

Email: aavery@cityofcody.com

Applicant DUNS Number: **CITY OF CODY DUNS NUMBER 177929338**
A DUNS number is a unique nine digit identification number provided by Dun and Bradstreet. If you do not have a DUNS number, please see the link below for information on how to apply. This is now required for reporting under the Federal Funding Accountability and Transparency Act.

https://www.sam.gov

THIS MUST BE THE FIRST PAGE OF YOUR APPLICATION

4. SUB-APPLICANT INFORMATION (IF APPLICABLE):

Name of Organization (as filed with Secretary of State's office):
THE CODY CUPBOARD OF CODY, WYOMING

Doing Business As: THE CODY CUPBOARD

Sub-Applicant DUNS #: 796946663

Contact Person: MICHELE HEMRY

Position: CHAIR, BOARD OF DIRECTORS

Mailing Address: P.O. BOX 3006 CODY, WYOMING 82414

Phone: 307-586-3732

Email: info@codycupboard.com

5. GRANT ADMINISTRATION CONTACT (if application is successful, who will be responsible for the grant administration?)

Name: CITY OF CODY

Mailing Address: PO Box 2200, Cody, WY 82414

Phone: 307-527-3468

Email: aavery@gmail.com

6. PROJECT COSTS:

A.	Amount of grant requested:	**$ 375,000.00**
B.	Total local/other contribution:	**$ 70,000.00**
C.	**TOTAL Project Cost (a+b):**	**$ 445,000.00**

TITLE I CERTIFICATION OF APPLICANT

I, Nancy Tia Brown, the Mayor
(Typed or Printed Name) (Mayor/County Commissioner)

of City of Cody, Wyoming certify that this application is being submitted
(City, Town, County)

with the understanding that the responsibility for the following program requirements rest with me as the Chief Elected Official and the governing body of City of Cody.
(City, Town, County)

1. Compliance with all provisions of Title I of the Housing and Community Development Act of 1974, as amended, and with all other applicable laws pertaining to distribution of Title I funds; including identifying community development and housing needs, the needs of low to moderate income persons and the activities to be undertaken to meet such needs. I certify that I have read the current Final Rules and Regulations as adopted for the CDBG Program and will comply with all applicable rules and regulations which are considered a part of this application. (see Appendix A)
2. Compliance with the requirements for a citizen involvement process (Chapter 1, Section 8) which included (at a minimum):
   a. Notice advertising Public Hearing providing at least seven (7) calendar days notice (Please attach a copy of notice and affidavit of publication) to be conducted prior to application being submitted.
   b. A summary of public comment received at the hearing.
   c. A copy of the signed minutes of the public hearing
   d. A copy of signed council or commissioner's resolution supporting submittal of the application and including the grant type, amount of grant request and nature of the project, specified source and amount of match funding and public benefit resulting from the project.
3. Assurance that Community Development Block Grant funds will be expended exclusively for the purposes specified in the application and that in the event the project is not completed all grant funds will be returned to the state. **If there is a sub-recipient of these grant funds they must also stipulate to this provision.**
4. In the event that I am unavailable to sign required documentation, I authorize the following designee to sign on my behalf.

Barry A. Cook, City Administrator
Name of Designee Position

Nancy Tia Brown
Signature (Mayor/County Commissioner)

2·11·15
Date

City of Cody
Name of City/Town/County

Certification of Applicant (continued)

Sub-Applicant signature if applicable:

Michele Hemry 2-17-15

Signature (Sub-Applicant) Date

Michele Hemry

Printed Name

Cody Cupboard

Name of Organization

All Questions Section II through V must be fully answered as they apply to your project.

SECTION II: PROJECT INFORMATION

1. PROJECT DESCRIPTION:

Provide a description of the proposed project.

This application to the Wyoming Business Council through the City of Cody for a Community Development Block Grant (CDBG), is to provide funding to support community facilities by renovating a City of Cody public building allowing relocation of the Cody Cupboard, a nonprofit organization assisting local families through temporary food donations, from 836.5 Sheridan Ave, Cody, WY 82414 to a space located at 602 15th Street, Section 32 Township 53 Range 101, in Cody, WY, 82414.

The Cody Cupboard is a nonprofit organization and the mission of the Cody Cupboard is to reduce hunger in the Cody area by providing temporary food assistance to those in need and by engaging in outreach and advocacy. The Cody Cupboard is run entirely by volunteers, and most of the food is donated directly or purchased with privately donated funds. The food bank is a supplemental resource for people who are having financial problems or the burden of unexpected expenses and need assistance. Generally, referrals are given by DFS (Department of Family Services), Yellowstone Behavioral Health, Hope House, Public Health, Crisis Intervention Services, ministers, police, etc. or occasionally by the clients themselves. We are able to help clients up to twice per month with a once monthly Albertsons voucher for milk, eggs and bread and an additional milk voucher. The food bank is open Monday through Friday except holidays and during special events. Volunteers take referrals by phone and generally set up appointments with clients at the Cupboard each afternoon.

Relocating the Cody Cupboard will require remodeling the currently empty building at 602 15th St. This remodel would provide restroom facilities, running water, and a safe and accommodating environment for citizens and volunteers. The relocation would also allow the Cody Cupboard to be physically closer to most of the citizens that utilize the organization for assistance. Not only would this relocation increase the effectiveness of the Cody Cupboard by offering a better location to serve local citizens, this move will also make use of the currently empty building, which was the City of Cody's old recycling center, that has been sitting empty and unused since June of 2012.

2. PUBLIC BENEFIT:

Describe the public benefits of the proposed project. Include the value of the project to the community and how it promotes community and/or economic development.

Through this grant the Cody Cupboard would be able to increase their usable food storage space on one level; provide a better work area with water availability suited for cleaning food donations; offer an energy efficient structure that is easier to heat, cool, and maintain; offer a secure office area; ADA compliant parking, entry and bathroom facilities; paved parking; and the added bonus of a pleasant, welcoming environment for those they serve and the volunteers who support the organizations mission and values.

Additionally the new facility would allow the organization to better serve its clients confidentially. The current location is directly across from the High School and behind the Cody Chamber of Commerce which proves difficult in maintaining a sense of confidentiality among those citizens who require food assistance.

It is hopeful that the Cody Cupboard relocation would allow service to families that need assistance, but have not been receiving it due to lack of privacy or location. Furthermore, the project would likely increase the property appeal by making use of the City of Cody's old and currently unused recycling center.

3. BENEFICIARIES:

This information will become part of the grant agreement. (This generally applies to non-profit organizations or government services.)

a. Provide the number of verifiable, unduplicated beneficiaries of this activity during the most recent program year and how many additional people will benefit upon completion of this project. Please indicate how these numbers were obtained or derived.

The Cody Cupboard currently serves the local area, and based on statistics obtained through the Cody Cupboard referral form for the last year, also serves 11% of Cody's population (9,689 according to 2012 census). This includes 62% adults, 34% children, 4% person 65 and over, and 4% of person's who have stated that they have a disability. These numbers also show that 54% of the families are first time receivers of Cody Cupboards assistance while 46% are repeat families. Of those repeated families 24% have received assistance 5 or more times. Out of 835 requests from clients to the Cody Cupboard; 838 full food vouchers (milk, egg, bread) were issued as well as 64 milk only vouchers. All this goes to show that Cody Cupboard is a much needed and much supported organization in the area.

These numbers were derived through Cody Cupboard referral forms in which clients are asked to write down identifiable information such as first and last name, address, birthdate, along with the same information for all individuals in the household. The form also asks for living situations, why assistance is being requested, and what, if any food voucher was provided. This form is requested for every client of the Cody Cupboard. The information is then entered into a spreadsheet and analyzed by removing all duplicates.

Additionally the Cody Cupboard is updating their referral form to reflect necessary questions for HUD such as race, gender, and income level, to assist in showing that the Cody Cupboard helps low to moderate income persons.

b. Describe the characteristics of the population to be served (i.e. youth, seniors, persons with disabilities, etc)

This includes 62% adults, 34% children, 4% person 65 and over, and 4% of person's who have stated that they have a disability.

4. Please state the national and project objective and outcome that best describes what will be accomplished by carrying out this activity.

a. NATIONAL OBJECTIVE:

Which one national objective below will be met through completion of this project? (see Rules, Chapter 1, Section 3) *This objective typically requires verifiable documentation; see your regional director for assistance.*

☒Benefit to low and moderate income persons

☐Aid in the prevention or elimination of slums or blight

☐Activity designed to meet community development need having a particular urgency

b. PROJECT OBJECTIVE:

Which one objective will be met?

☒Suitable Living Environment (Activities that benefit communities/families/individuals by addressing issues in their living environment)

☐Decent Housing (Housing activities that meet individual family or community needs; should not be used for activities where housing is an element of a larger effort)

☐Economic Opportunity (Activities related to economic development, commercial revitalization and job

creation).

c. **PROJECT OUTCOME:**
Which one outcome will be met?

☐Availability/Accessibility (Activities that make services, infrastructure, housing and shelter available and accessible. Note that accessibility does not only refer to physical barriers).

☐Affordability (Activities that provide affordability in a variety of ways. It can include creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or daycare).

☒Sustainability (Activities that promote livable or viable communities and neighborhoods by providing services or by reviving slums or blighted areas).

5. **PREVIOUS ACTION:**
What previous actions have been taken and what efforts have been made to solve this problem? What other funding sources exist for this project?

Because the Cody Cupboard is a non-profit, all volunteer organization, every effort has been made to channel funds into food rather than infrastructure. The City of Cody has provided the Cupboard with a rent free location for 13 years. During this time, the Cupboard has paid utilities, insurance, maintained the space provided, made minor improvements as approved by the City and as supported by donations of time, talent and money from volunteers and donors.

6. **INTEGRATED EFFORT:**
   a. How does this project combine with other programs or financial resources to solve this problem?

   The Cody Cupboard has worked successfully for many years with referral sources throughout the community including the Department of Family Services, (the largest referral source), public health, mental health, local churches as well as other agencies and individuals. In addition, the Cupboard organizes an annual community food drive in November which integrates the help of over 200 local volunteers. Throughout the year, many organizations, schools and churches sponsor their own food drives for the Cupboard's distribution to those in need.

   b. For Downtown Development Applications: Does a downtown organization exist that is actively involved in the promotion and development of the downtown? If so, describe the nature and function of this organization.

7. **STATE HISTORIC PRESERVATION OFFICE:**
   Provide verifiable evidence that the State Historic Preservation Office was contacted, (all applicants must consult SHPO) consulted and the results of that consultation. (See Rules Chapter 1, Section 13).

   Please see attached letter sent and letter received from Wyoming State Historic Preservation Office.

8. **PREVIOUS GRANT ADMINISTRATION:**
   a. Describe previous grant management experience of applicant and sub-applicant, as applicable.

The City of Cody has been the recipient of numerous WBC grants over the past 10 years as well as many State Land and Investment Board Grants. The City of Cody takes pride in complying with all grant requirements and making sure the public money is spent appropriately and in accordance with the expectations of the granting agency.

   b. List individually previous CDBG grant awards, during the last three years. Include percentage of project completed and funds expended.

For the City of Cody the following CDBG grants have been awarded:

- Planning Only Grant – Cody Land Development Corporation – The project is 100% complete and the grant funds expended were $25,000 and the total project was $34,200.
- Auditorium ADA Improvements Grant – This project is 100% complete and the total project cost was $148,261.
- Planning Only Grant –Cody Master Plan - The project is 100% complete and the grant funds expended were $50,000
- Mountain Spirit Addition Subdivision – The project is at the beginning of its construction phase and the total grant funds received were $395,000.00.

The Cody Cupboard has applied for and received FEMA grant monies from the Emergency Food and Shelter Program twice in the past four years. All of this money was designated for food purchase only. In addition, some local grants have been received for food purchase as well. Grant money was received from Christ Episcopal Church in 2012 to insulate the attic area of the Cupboard's current location to provide increased storage. More recently grant monies were received, from Christ Episcopal Church, to pay rent for the Cody Auditorium to use as the staging area for the annual food drive.

9. COMMUNITY DEVELOPMENT PLANS:
How is the project consistent with your community's long range community and economic development plan?

According to statistics published by the Wyoming Community Development Authority in 2012, the average HUD median family income in Park County was $58,900.

Statistics at a glance:
- 42% of families in Cody make less than $35,000
- The federal poverty level for a family of four is $22,050.00
- 17% of families in Cody live on less than $20,000 a year and 11.5% have incomes less than $15,000 per year.
- 32% of the jobs in Park County pay an average annual wage of less than $19,000.
- Since 1997, average wages in Park County have increased 17.2%, while average housing prices have increased 28.2%

Statistics sources:
- http://www.huduser.org/portal/datasets/il/il2011/2011MedCalc.odn
- Wyoming Community Development Authority Wyoming Profile of Demographics, Economics and Housing.
- http://aspe.hhs.gov/poverty/11Poverty.shtml

Rationale for need to provide community facility for food assistance program
The following objective from the City of Cody Master Plan provides a rationale for this project in order to continue assisting in providing important services to citizens in the community.

Objective 8.3: Provide amenities and facilities for both residents and visitors that contribute to a safe, healthy community.

For the City of Cody, the relocation of the Cody Cupboard would enhance the community service that is provided to citizens in maintaining a healthy community. The importance of a food assistance program is evident in the statistics provided above as well as the clients that utilize this program. For the Cody Cupboard, this project will provide a larger, more efficient facility in which to continue its service to those in our community.

10. SITE CONTROL INFORMATION:

	Expiration Date
☒ **Owned - City of Cody**	N/A
☐ **Optioned**	
☒ **Leased - Cody Cupboard**	N/A
☐ **Other (Explain)**	

If this project involves acquisition of a site or a building, please attach a copy of a market analysis, if grant is awarded, a certified appraisal must be completed.

11. ZONING:
Please discuss the site zoning as well as any relevant ordinances or covenants.
Property is currently zoned D2 General Business and is appropriate for this business type.

12. UTILITIES:
Are utilities available and appropriately sized for the site? Who is responsible for the payment of any applicable fees (i.e tap fees)?

All current utility infrastructures are adequate and will not need to be extended or expanded in order to serve the purposes of remodeling the building to accommodate the necessary facilities for an upgraded building.

The Cody Cupboard would be responsible for the payment of all applicable utility fees after completion of the project and they retain occupancy of the building. There will be a triple net lease agreement between the City of Cody and the Cody Cupboard where the City of Cody will charge $0.00 in rental fees and the Cody Cupboard will be responsible for utility services as well as any maintenance costs to maintain the building after the project is complete.

13. TIMELINE/IMPLENTATION SCHEDULE:
Project Start Up

	Anticipated Completion Date
Site Acquisition	n/a
Zoning	n/a
Infrastructure Available	n/a
Environmental Review	11/15/15
Advertise Architect/Engineer (N/A- will hire directly)	11/15/15
Design Completion	12/28/15
Advertise for Construction Bids	01/28/16 & 2/4/16
Construction Bid Award	02/16/16
Building Permits	02/29/16
Other (please describe) PRE BID	02/02/16
Project Activities	
Pre-Construction Conference	02/05/16
Notice to Proceed	02/16/16
Begin Construction	03/01/16
Complete Construction	06/01/16
Final Inspection/Certif of Occupancy	06/01/16
Close-Out	06/01/16

SECTION III: BENEFITING NON-PROFIT OR BUSINESS INFORMATION

1. **Contact Information**
   Business Name: The Cody Cupboard of Cody, Wyoming
   Contact Person: Michele Hemry
   Mailing Address: P.O. Box 3006, Cody, WY 82414

   Phone: 307-586-3732 (Cody Cupboard) or 307-587-6539 (Michele Hemry)
   Fax:
   Email: info@codycupboard.com (Cody Cupboard)
   mkhemry@gmail.com (Michele Hemry)

2. Provide a brief history of the organization or business and how long they have been in operation.

The Cody Cupboard was established in 1987 as an emergency food pantry to serve those in need and was originally housed in the basement of the Park County Courthouse. It became a 501(c)(3) in 1988. In 2001, the Cupboard moved to a city building behind the Chamber of Commerce where it continues to operate at this time. The Cupboard is funded almost entirely by community donations of food and money; occasional grant monies are received when available. It is operated by an all-volunteer staff.

3. Describe the business/organization service and mission. Regarding long term plans, what role does this project play?

The mission of the Cody Cupboard is to reduce hunger in the Cody area by providing temporary food assistance to those in need and by engaging in outreach and advocacy.

With regard to long term plans, this project will provide a larger, more efficient location for the Cupboard to continue its service to the community. Currently, the Cupboard shares a building with the Cody Country Art League; this arrangement includes the use of a rather ancient bathroom which provides the only source of water from the bathroom sink. Because this is an older building with little insulation, it is expensive to heat in the winter and to cool in the summer. This renovated building will provide a more easily accessible and useable environment for the people the Cupboard serves, as well as a safer, more secure location for volunteers to work.

4. List the principals involved in this project.

The Cody Cupboard, Board of Directors

Michele Hemry, Chair
Jim Terry, Vice-chair
Ellie Wiser, Secretary
Connie Moody, Treasurer
Gail Terry, Director
Joan Freeman, Director

5. What will the business/organization investment be if this project is implemented?

If this project is implemented, the Cody Cupboard's initial investment will be in all interior shelving and furnishings necessary to establish its use as a food pantry. In the long view, this organization, with its cadre of committed volunteers, will continue to maintain and upgrade the facility in a fashion that supports the mission of providing food assistance to those in need, under the guidance of the City of Cody. A future contract with the city will determine the Cupboard's investment after completion of the project.

6. Why is public funding necessary for this project?

Public funding is needed to refurbish this old, well used building because it is a city building, and it will house a non-profit organization that benefits residents of the community by providing food assistance to those in need. The intent is to rehabilitate a building that is a bit of a community eyesore into a serviceable, efficient and much more aesthetically pleasing structure. As a refurbished building, it will fit into the character of the other, primarily public buildings on the property. Without this funding neither the City of Cody, or the Cody Cupboard, would be able to complete the project or make the facility a usable space for a food pantry. The facility will remain city property.

Please attach three years of financial statements (balance sheets and profit and loss statements), tax returns and the current business plan.

SECTION IV: FOR APPLICATOINS PROPOSING TO CREATE JOBS (DOWNTOWN DEVELOPMENT OR ECONOMIC DEVELOPMENT INFRASTRUCTURE APPLICATIONS):

- Jobs must be expressed in Full Time Equivalents (FTE's)
- Wage data must exclude fringe benefits
- Retained jobs are defined as jobs that would otherwise be lost to the state if the business were to cease operations or move from Wyoming
- Do not include the business owners in the calculations as owners are not typically salaried employees

	Year One			
	Jobs Retained	**New Jobs**	**Average Annual Wage**	**Level of Education Required**
Mgmt/Admin				
Technical Professional				
Office/Cerlical				
Sales				
Skilled Crafts				
Other				
Total for Year One				

	Year Two			
	Original Retained Jobs & Created Year 1	**New Jobs Created In Year 2**	**Average Annual Wage**	**Level of Education Required**
Mgmt/Admin				
Technical Professional				
Office/Clerical				
Sales				
Skilled Crafts				
Other				
Total for Year Two				

	Year Three			
	Original Retained Jobs & Jobs Created Years 1 & 2	**New Jobs Created in Year 3**	**Average Annual Wage**	**Level of Education Required**
Mgmt/Admin				
Technical Professional				
Office/Clerical				
Sales				
Skilled Crafts				
Other				
Total for Year Three				

JOB CREATION (CONTINUED):
1. Of the total number of jobs created, what percentage will be available to low to moderate income individuals?
2. Will the jobs created or retained by primary jobs (above the current average wage) aid in the diversification of Wyoming's economy?
3. How does the availability of the local labor force and the community's demographics compare to the demand for labor should this project be successful? Explain any strategies to overcome workforce issues and how jobs will be made available to low to moderate income persons.
4. Please attach a statement from the business certifying that at least 51% of jobs created will be available to low to moderate income individuals and certifying their commitment to the proposed relocation or expansion.
5. Please attach descriptions of the positions that will be created including any education and experience minimum requirements.

SECTION V: FOR HOUSING APPLICATIONS (COMMUNITY FACILITY OR PUBLIC INFRASTRUCTURE which includes facilities for limited clientele, seniors, disabled, or infrastructure to housing which will serve special populations including low to moderate income families. This does NOT include new housing construction funding.

Classification:

☐ Single Family Home (1-4 units) ☐ Multi-Family (5 or more units)

Type of Project:

☐ Rental ☐ Group Home/Shelter

☐ Other (specify)_____

Project Activity:

☐ New Construction ☐ Acquisition*
☐ Infrastructure ☒ Other

Will this project result in any persons being displaced or relocated?
0

If yes, do you have an anti-displacement and relocation plan?
N/A

Please include housing development plan and financial information. (If this information is provided under Section III there is no need to duplicate.)

*If project involves land or building acquisition a market assessment must be included with the application. If the grant is awarded, a formal appraisal will be required.

TYPE OF UNITS	# OF UNITS
Single Family Homes	_____
Apartments	_____
Single Room Occupancy (SRO) Units	_____
Other (specify) _____	_____
Other (speicify) _____	_____
TOTAL UNITS	_____

PART I
PROJECT USES

_____ **TOTAL NUMBER OF BUILDINGS**

Square Footage	# of Units	
_____	_____	Low Income Units
_____	_____	Market Units
_____	_____	Commercial Space
_____	_____	Common Space (Mgr Unit)
_____	_____	Common Space (Other)
_____	_____	**TOTAL**
_____	_____	**Low Income Percentage**

Percentage=(low income units / (low income units + market units + commercial space))

PART II
PROJECT BENEFICIARIES

_____ # UNITS WILL SERVE 0%-30% OF THE AREA MEDIAN INCOME

_____ # UNITS WILL SERVE 31%-50% OF THE AREA MEDIAN INCOME

_____ # UNITS WILL SERVE 51%-60% OF THE AREA MEDIAN INCOME

_____ # UNITS WILL SERVE 61%-80% OF THE AREA MEDIAN INCOME

_____ # UNITS WILL SERVE 81%-100% OF THE AREA MEDIAN INCOME

_____ # UNITS WILL SERVE MARKET RATE INCOME

_____ **TOTAL # OF UNITS**

PART III
TARGETING OF UNITS/NUMBER OF UNITS

_____ Exceeding Fair Housing Standards _____ Elderly _____ Other _____

_____ Family (2+ Bedroom) _____ Disabled _____ Other _____

_____ Units Meeting Section 504 Accessibility Standards (required minimum for federally assisted housing)

PART IV
LOW-INCOME COMPLIANCE PERIOD

This project will remain low-income with the occupancy described above for: _____ years

Will the project have tenant-based or project-based rental assistance? _____ Yes _____ No
*If yes, provide details as outlined in instructions:

SECTION VI: BUDGET INFORMATION

PART A: FUNDING SOURCES

Please list sources of funding for the project. List both the funding source and the agency that administers the program.
Include financing, grants, donations, and equity. Attach letter(s) of commitment.
Identify each source as to TYPE by noting after name (L) for Loan, (G) for Grant, or (E) for Equity.
Identify each source by DESCRIPTION CODE using the codes from the list below.
Indicate in the STATUS column whether: (P) Proposed, (R) Requested, or (A) Approved

LIST ALL SOURCES OF PROJECT FUNDING

SOURCE	AMOUNT	TYPE	DESCRIPTION CODE	STATUS	RATE %	LOAN TERM (YEARS)	AMORITIZATION PERIOD (YEARS)	ANNUAL DEBT SERVICE	DATE REQUESTED	ACTUAL OR EXPECTED COMMITMENT DATE
City of Cody In-Kind Contribution	$70,000	E	4	A					2/3/15	02/03/15
CDBG Grant	$375,000	G	9	R					2/15/15	03/01/15
TOTAL SOURCES	$445,000									

DESCRIPTION CODES

1. USDA Rural Development
2. Loans (Conventional)
3. Low-Income Housing Tax Credit
4. Equity
5. Other Subsidies
6. Housing Agency Board
7. State & Local Grants
8. Foundations
9. Other Grants
10. HOME
11. Rental Rehabilitation
12. Other HUD
13. Other Loans (subsidized)

NOTE: TOTAL SOURCES OF FUNDS MUST EQUAL TOTAL USES OF FUNDS

PART B: PROJECT COSTS/FUNDING USES

Some projects are more complex than others. Please complete all items that are applicable to your project.

	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	TOTAL PROJECT BUDGET:
LAND/BUILDING ACQUISITION							
Land							
Existing Structure	$70,000						
Demolition							
Other	$7,440						
TOTAL LAND/BLDG COSTS	$70,000.00						
SITE WORK							
Site Work	$20,598						
Off-Site Improvement							
Environmental	$7,809.52						
Other							
TOTAL SITEWORK COSTS	$28,407.52						
CONSTRUCTION & REHAB							
New Building							
Rehabilitation	$185,460						
Accessory Structures	$39,120						
General Requirements							
Contractor Overhead							
Contractor Profit							
Construction Contingency	$60,679.61 (@20%)						
Other							
Other							
TOTAL REHAB & CONST. COSTS	$285,259.61						
SUBTOTAL	$391,107.13						

PART B: PROJECT COSTS/FUNDING USES (CONT.)

	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	SOURCE:	TOTAL PROJECT BUDGET:
PROFESSIONAL WORK & FEES							
Architect Design	$21,485.27						
Architect Supervision	$21,485.27						
Attorney, Real Estate							
Consultant/Agent							
Engineer/Surveyor							
Other							
Other							
TOTAL PROF. WORK & FEES	$42,970.54						
CONSTRUCTION/INTERIM FEES							
Hazard & Liability Insurance							
Credit Report							
Construction Interests							
Origination Points							
Discount Points							
Inspection Fees							
Title & Recording							
Legal Fees							
Taxes							
Performance Bond	$10,922.33 (@3%)						
Other							
TOTAL CONST./INTERIM FEES	$10,922.33						
PERMANENT FINANCING FEES							
Credit Report							
Discount Points							
Origination Fees							
Title & Recording							
Legal Fees							
Prepaid MIP							
Other							
Other							
TOTAL FINANCING FEES	$0.00						
SUBTOTAL	$53,892.87						
TOTAL	**$445,000.00**						

PART C: PROJECTED ANNUAL OPERATIONS AND MAINTENANCE COSTS

Double click to edit worksheet

Administrative					
	Advertising		Maintenance		
	Management			Decorating	
	Legal/Partnership			Repairs	
	Accounting/Audit			Exterminating	
	Other			Ground Expense	
	Total Administrative	$ -		Snow Removal	
				Other	
				Total Maintenance	$ -
Operating					
	Fuel		Taxes		
	Lighting & Misc Power	$ 2,610.58		Real Estate Taxes	
	Water/Sewer	$ 407.58		Other	
	Gas			**Total Taxes**	$ -
	Trash Removal	$ 673.84			
	Payroll/Payroll Taxes		Total Operating Expense	$	3,692.00
	Insurance		Annual Replacement Reserves		
	Other				
	Total Operating	$ 3,692.00	**Grand Total Expenses**	$	3,692.00

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 12/31/2015)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☑ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):
CITY OF CODY PO BOX 2200, CODY, WY 82414

307-527-7511

2. Social Security Number or Employer ID Number:
83-60000052

3. HUD Program Name
CDBG - WBC - Community Facilities

4. Amount of HUD Assistance Requested/Received

5. State the name and location (street address, City and State) of the project or activity:
534 15th Street, Cody, WY 82414 - A 200 X 400 TRACT N BLK. 1 2ND ADD. (SENIOR CITIZEN CENTER)).

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☑ Yes ☐ No

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☑ Yes ☐ No.

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Wyoming Business Council	CDBG Award	375,000.00	Community Facilities
214 West 15th Street Cheyenne, WY 82002			

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
The Cody Cupboard	74-2477729	Sub applicant (Lessee)	

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature	Date: (mm/dd/yyyy)
x Nancy Ann Bonn	2.11.15

Precision Plan and Design Inc.
And Susan Hovde – Architect
930 12th Street – Cody Wyoming 82414 (307)587-6227

EXHIBIT C (Cody Cupboard Project)

November 10, 2015

Architects revised schedule:

Schedule proposed in exhibit A *'proposal to provide architectural services'* and exhibit B *'CDBG Grant application'* shall be changed as follows:

This schedule is based on signature of this agreement by November 16, 2015

Design Completion: 2/9/16
Advertise for Bids: 2/9/16 to 2/25/16
Pre-Bid : 2/18/16
Building Permit: 2/29/16
Notice to Proceed: 3/3/16
Begin Construction: 3/14/16
Complete Construction: 6/19/16
Final Inspection: 6/19/16