

REVISED

City of Cody City Council
AGENDA

Tuesday, April 5, 2016 – 7:00 p.m. (Pre-Meeting to begin at 6:30 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

Introduction and Oath of Office – Chief Chuck Baker

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 3/10/16 and Regular Minutes from 3/15/16
- b. Approval of vouchers and payroll in the amount of \$648,174.07.
- c. Declare equipment and materials as surplus and direct staff to proceed with sale of said items through an online auction process.
- d. Authorize the Mayor to enter into and sign a Memorandum of Understanding between the City of Cody and the Stampede Board for the temporary re-location of the DeMaris Springs Road.
- e. Approve the update to the Recreation Center's "Rules of the Game" pamphlet.
- f. Consider a request from John Darby, Irma Hotel to close 12th Street between Sheridan Avenue and Beck Avenue on Friday, May 6, 2016 at 9:00 a.m. through Sunday, May 8, 2016 at 7:00 a.m. for the Cody Country Horse Sale, authorize the use of additional barricades from the City to close off the alleys between Sheridan and Beck and to close 12th Street at Sheridan and Beck, and approve with any recommendations outlined by staff.
- g. Consider a request by the Cody Gunfighter's to close 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from June 1, 2016 through September 30, 2016 from 5:30 p.m. to 7:00 p.m. for their nightly event, approve discharge of firearm within the City of Cody and approve with other recommendations outlined by staff.
- h. Consider a request from the Cody Fire Department to close 11th Street between Sheridan Avenue and Beck Avenue from 12:00 p.m. on Friday April 29th to 5:00 p.m. on Sunday May 1st, 2016 for the annual Cody Fire School and authorize the Cody Fire Department to utilize City Barricades for this street closure.
- i. Authorize the Mayor to sign a contract addendum that increases the professional services agreement by \$6,000.

- j. Authorize the Mayor to enter into a Loan Agreement between the City of Cody and the State of Wyoming for a Clean Water State Revolving Fund Loan as it relates to the City's Wastewater Treatment Facility Upgrade and Expansion Project-Phase I and authorize the Mayor to sign the loan and other related documents contingent upon review and approval by the City Attorney.
- k. Authorize the Mayor to enter into and sign an agreement between the City of Cody and Shoshone River Farms, LLC as it relates to "green waste".
- l. Authorize the Mayor to enter into and sign an Agreement for a Temporary Encroachment License between the City of Cody and the Museum of the Old West and Fred-T-Mac, LLC.

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.

2. Public Hearing

- a. A public hearing to determine if it is in the public's interest to issue a new restaurant liquor license to Buffalo Jump Wines, LLC located at 1316, Beck Ave, Cody WY.
- b. A public hearing to determine if it is in the public's interest to issue a new distillery satellite license to Geyser Distilling, LLC a new distillery located at 1316, Beck Ave, Cody WY.
- c. A public hearing to allow citizens to comment on whether it is in the public interest to vacate and remove the property at Block 6, Holm View Addition No. 1 from public use.

3. Conduct of Business

- a. RESOLUTION 2016-05
A RESOLUTION AUTHORIZING DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE CITY OF CODY, WY
Staff Reference: Cindy Baker, Administrative Services Officer
- b. RESOLUTION 2016-06
A RESOLUTION AUTHORIZING THE SUBMISSION OF A COUNTY WIDE CONSENSUS BLOCK GRANT APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD ON BEHALF OF THE GOVERNING BODY FOR PARK COUNTY, WYOMING FOR THE FOLLOWING PARK COUNTY PROJECTS: THE EMPLOYEE PARKING LOT FOR THE AMOUNT OF \$120,000; ANDY MARTIN HILL PROJECT FOR THE AMOUNT OF \$594,000; ARCASEARCH DOCUMENT RESTORATION PROJECT FOR THE AMOUNT OF \$201,821; FAIRGROUND PARKING

LOT PROJECT FOR THE AMOUNT OF \$80,000; MOTOROLA SOLUTIONS (RADIO) PROJECT FOR THE AMOUNT OF \$97,865 AND DATA BACKUP SYSTEM PROJECT FOR THE AMOUNT OF \$50,000.

Staff Reference: Cindy Baker, Administrative Services Officer
Spokesperson: Coleen Renner, Park County Clerk

- c. ORDINANCE 2016-05 – FIRST READING
AN ORDINANCE AMENDING TITLE 9 OF THE CITY OF CODY CODE, BY ADDING A CHAPTER 4, “FENCE REGULATIONS”.
Staff Reference: Todd Stowell, City Planner
- d. ORDINANCE 2016-06 - FIRST READING
AN ORDINANCE REPEALING TITLE 10, CHAPTER 12, FENCING PERMITS, OF THE CITY OF CODY MUNICIPAL CODE.
Staff Reference: Todd Stowell, City Planner
- e. ORDINANCE 2016-03 –THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 6, CHAPTER 1, SECTION 1 OF THE CITY OF CODY CODE PERTAINING TO DEFINITIONS.
Staff Reference: Steve Payne, Public Works Director
- f. ORDINANCE 2016-04 –THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 6, CHAPTER 3, SECTION 1-A OF THE CITY OF CODY CODE PERTAINING TO PARKING PROHIBITED IN CERTAIN PLACES.
Staff Reference: Steve Payne, Public Works Director

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

Upcoming Meetings:

April 14, 2016 – Thursday – Special Workshop — 4:15 p.m.
April 19, 2016 - Tuesday – Regular Council Meeting 7:00 p.m.

City of Cody
Council Proceedings
Thursday, March 10, 2016

A special meeting of the Cody City Council was held on Thursday, March 10, 2016 at 3:30 p.m.

Present: Council Members Donny Anderson, Karen Ballinger, Landon Greer, Steve Miller, Stan Wolz and Barry Cook, City Administrator, and Cindy Baker, Administrative Services Officer.

Absent: Mayor Nancy Tia Brown and Council Member Jerry Fritz

Council President Miller called the meeting to order at 3:30 p.m.

The Governing Body interviewed Russ Francis and Sharon Smith for the Veterans Memorial Committee. Staff was directed to put the consideration of appointment of these members on the regular Council Meeting to be held on March 15th.

The Governing Body discussed the Block 6, Holm View Addition No.1 and the process that would need to occur prior to any direction for sale of said parcel. Staff was directed to publish a legal notice for a public hearing on this matter for April 5th.

The Governing Body discussed signs in City Right of Way. Staff and representatives from the Old Trail Town were provided direction as it pertains to that specific sign and to bring the information back to the Council. The Council may form a subcommittee to work with staff in the future to address other signage issues. No action was taken.

The Governing Body reviewed the proposal as it relates to the Council Chambers Audio/Video equipment and potential upgrade. Staff was directed to contact the local cable companies for input and bring this information back to the Council at a future work session. No action was taken.

Steve Payne, Public Works Director provided the Governing Body with statistics as it relates to the collection of the yard waste and requested the council consider allowing the division to change the pickup of the yard waste to once a week on Thursdays. The Governing Body concurred with this request. No Action was taken.

Barry Cook, City Administrator provided the Governing Body with background information on a consulting company called Spyglass and the service they provide. Staff was given direction to consult with other Wyoming businesses who may have used this consultant and proceed based on that information.

Rick Manchester, Parks, Public Facilities and Recreation Director provided the Governing Body with information from a citizen as it relates to citizens wanting to donate or buy bushes for the Greybull Hill. The citizen was present and the Governing Body provided direction for him to proceed with the donation of bushes and an appropriate deadline for this project.

Rick Manchester, Parks, Public Facilities and Recreation Director provided the Governing Body with information as it relates to additional electricity and treated water needs at the Mini Golf course. Staff was provided with direction on how to proceed. No action was taken.

Rick Manchester, Parks, Public Facilities and Recreation Director provided the Governing Body with information on the Service Sign that was removed in August at the request of WYDOT. Staff was provided direction that until there were inquires to the removal of the sign to store the sign at this time. No action was taken.

There being no further discussion, the meeting adjourned at 5:35 p.m.

Cindy Baker
Administrative Services Officer

Steve Miller
Council President

City of Cody
Council Proceedings
Tuesday, March 15, 2016

A pre-meeting was held at 6:30 p.m. to discuss the agenda for the Regular Meeting. 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, March 15, 2016 at 7:00 p.m.

Present: Mayor Brown, Council Members, 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: Council Member Donny Anderson.

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 revised agenda adding Council Member Ballinger to item "A" on the Conduct of Business. Vote was unanimous.

Mayor Brown read the Proclamation declaring April 5, 2016 as National Service Day.

Council Member made a motion seconded by Council Member to approve the Special Meeting Minutes from 2/25/16 and Regular Minutes from 3/1/16; approve of vouchers and payroll in the amount of \$1,660,566.46; appoint Eric Asay, Parks Supervisor to the tree board for remainder of 2016 term ending 12/31/2016; authorize the Mayor to enter into and sign an Agreement between City of Cody and the Town of Lovell as it relates to the use of city equipment; approve an one year extension of the current lease between the City of Cody and each of the following entities: Cody Chamber of Commerce, and the Cody Art League. The extension term would be July 1, 2016 to June 30, 2017; approve an extension of up to one year of the current lease between the City of Cody and Cody Cupboard. The extension term would be up to June 30, 2017; cast a ballot for Suzi Cox, Clerk/Treasurer, Town of Saratoga; Penny Robbins, Clerk/Treasurer, Town of Mountain View and Cindy Baker, Administrative Services Officer, City of Cody for a three year appointment to the WAM-JPIC Board of Directors; approve and authorize the Mayor to sign a grant application to Wyoming Department of Homeland Security for the State Homeland Security Grant Program of 2016 in the amount of \$16,300.58. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Greer to approve the appointment the following to the Veterans Memorial Park Committee: Buck Wilkerson, Bob Davidson and Diane Russell, for a three year term ending December 31, 2018, Ted Lee, Sharon Smith and Kelly Hammond for a two year term ending December 31, 2017 and Council Member Karen Ballinger, Bill Sheets, and Russ Francis for a one year term ending December 31, 2016. Vote was unanimous.

ORDINANCE 2016-03 –SECOND READING

AN ORDINANCE AMENDING TITILE 6, CHAPTER 1, SECTION 1 OF THE CITY OF CODY CODE PERTAINING TO DEFINITIONS. Council Member Greer made a motion seconded by Council Member Fritz to approve Ordinance 2016-03 on Second Reading. Vote was unanimous.

ORDINANCE 2016-04 –SECONDDREADING

AN ORDINANCE AMENDING TITILE 6, CHAPTER 3, SECTION 1-A OF THE CITY OF CODY CODE PERTAINING TO PARKING PROHIBITED IN CERTAIN PLACES. Council Member Fritz made a motion seconded by Council Member Greer to approve Ordinance 2016-04 on Second Reading. Vote was unanimous.

There being no further action, Mayor Brown adjourned the meeting at 7:43 p.m.

Nancy Tia Brown
Mayor

Cynthia Baker
Administrative Services Officer

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
ADVANCED INFO SYSTEMS							
129162							
12892	CYCLE 4 OUTSOURCE BILLS	03/08/2016	232.24	232.24	04/06/2016		316
12924	CYCLE 1 OUTSOURCE BILLS	03/16/2016	484.40	484.40	04/06/2016		316
12928	CYCLE 2 OUTSOURCE BILLS	03/22/2016	181.74	181.74	04/06/2016		316
Total :			898.38	898.38			
Total 129162:			898.38	898.38			
AMERICAN PUBLIC WORKS ASSOCIATION							
620							
0150974	APWA MEMBERSHIP DUES	03/14/2016	194.00	194.00	04/06/2016		316
Total :			194.00	194.00			
Total 620:			194.00	194.00			
AMERICAN WELDING & GAS, INC.							
128592							
03911527	SUPPLIES	03/11/2016	60.66	60.66	04/06/2016		316
Total :			60.66	60.66			
Total 128592:			60.66	60.66			
ANDREW, KARIN B							
130781							
392250	REC CENTER REFUND	03/23/2016	33.00	33.00	04/06/2016		316
Total :			33.00	33.00			
Total 130781:			33.00	33.00			
ANIXTER, INC.							
130622							
3156084-00	SYSTEM UPGRADES	03/16/2016	286.54	286.54	04/06/2016		316
Total :			286.54	286.54			
Total 130622:			286.54	286.54			
BAILEY ENTERPRISES INCORPORATED							
130546							
031516	Unleaded Fuel	03/21/2016	329.64	329.64	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	58.36	58.36	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	733.76	733.76	04/06/2016		316
031516	Diesel Fuel	03/21/2016	19.55	19.55	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	183.47	183.47	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	76.95	76.95	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	69.06	69.06	04/06/2016		316
031516	Diesel Fuel	03/21/2016	924.01	924.01	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	306.72	306.72	04/06/2016		316
031516	Diesel Fuel	03/21/2016	1,337.47	1,337.47	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	81.59	81.59	04/06/2016		316
031516	Diesel Fuel	03/21/2016	59.55	59.55	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	234.85	234.85	04/06/2016		316
031516	Diesel Fuel	03/21/2016	105.20	105.20	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
031516	Unleaded Fuel	03/21/2016	201.79	201.79	04/06/2016		316
031516	Diesel Fuel	03/21/2016	253.03	253.03	04/06/2016		316
031516	Unleaded Fuel	03/21/2016	278.31	278.31	04/06/2016		316
Total :			5,253.31	5,253.31			
Total 130546:			5,253.31	5,253.31			
BALLING, DAVE							
130782							
392251	REC CENTER REFUND	03/23/2016	20.00	20.00	04/06/2016		316
Total :			20.00	20.00			
Total 130782:			20.00	20.00			
BLACK HILLS ENERGY							
130509							
0764 8304 15	UTILITIES	03/18/2016	448.56	448.56	04/06/2016		316
1188 3974 81	UTILITIES	03/18/2016	17.17	17.17	04/06/2016		316
1212 9706 22	UTILITIES	03/18/2016	98.63	98.63	04/06/2016		316
1226 3825 58	UTILITIES	03/18/2016	106.77	106.77	04/06/2016		316
1748 3070 35	UTILITIES	03/18/2016	783.34	783.34	04/06/2016		316
2844 0883 27	UTILITIES	03/18/2016	70.93	70.93	04/06/2016		316
3439 1746 41	UTILITIES	03/18/2016	17.17	17.17	04/06/2016		316
3745 9872 61	UTILITIES	03/18/2016	18.80	18.80	04/06/2016		316
5343 2365 74	UTILITIES	03/18/2016	45.96	45.96	04/06/2016		316
5581 8309 98	UTILITIES	03/18/2016	20.43	20.43	04/06/2016		316
5839 8360 11	UTILITIES	03/18/2016	265.34	265.34	04/06/2016		316
5843 2846 46	UTILITIES	03/18/2016	743.25	743.25	04/06/2016		316
5843 2846 46	UTILITIES	03/18/2016	191.45	191.45	04/06/2016		316
5843 2846 46	UTILITIES	03/18/2016	112.61	112.61	04/06/2016		316
5843 2846 46	UTILITIES	03/18/2016	78.82	78.82	04/06/2016		316
6891 6043 54	UTILITIES	03/18/2016	279.91	279.91	04/06/2016		316
8373 7435 57	UTILITIES	03/18/2016	307.15	307.15	04/06/2016		316
Total :			3,606.29	3,606.29			
Total 130509:			3,606.29	3,606.29			
BLACK, BRANDIE							
130783							
392252	REC CENTER REFUND	03/23/2016	50.00	50.00	04/06/2016		316
Total :			50.00	50.00			
Total 130783:			50.00	50.00			
BLUE CROSS BLUE SHIELD OF WYOMING							
1360							
032116	INSURANCE PREMIUMS	03/21/2006	117,764.28	117,764.28	04/06/2016		316
032116	INSURANCE PREMIUMS - CRED	03/21/2006	1,178.52-	1,178.52-	04/06/2016		316
Total :			116,585.76	116,585.76			
Total 1360:			116,585.76	116,585.76			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
BORDER STATES INDUSTRIES, INC							
1420							
910943111	SYSTEM UPGRADE	03/17/2016	1,621.60	1,621.60	04/06/2016		316
910943112	SYSTEM MAINTENANCE	03/17/2016	203.84	203.84	04/06/2016		316
910956737	ST LIGHT REPAIR	03/21/2016	357.82	357.82	04/06/2016		316
Total :			2,183.26	2,183.26			
Total 1420:			2,183.26	2,183.26			
C & C WELDING, INC							
1690							
19697	STEEL	03/11/2016	43.60	43.60	04/06/2016		316
Total :			43.60	43.60			
Total 1690:			43.60	43.60			
CANFIELD, SHANNON							
129277							
392253	REC CENTER REFUND	03/23/2016	55.00	55.00	04/06/2016		316
Total :			55.00	55.00			
Total 129277:			55.00	55.00			
CAT'S WEST UPHOLSTERY							
2050							
227443	REPAIRS TO FITNESS EQIPME	02/14/2016	220.00	220.00	04/06/2016		316
Total :			220.00	220.00			
Total 2050:			220.00	220.00			
CHILDRESS-OLMSTEAD, CHARISSE							
130784							
392255	REC CENTER REFUND	03/23/2016	46.00	46.00	04/06/2016		316
Total :			46.00	46.00			
Total 130784:			46.00	46.00			
CHRISTOFFERSON, KATHERINE							
130796							
17256013	REFUND UTILITY DEPOSIT	03/25/2016	112.52	112.52	04/06/2016		316
Total :			112.52	112.52			
Total 130796:			112.52	112.52			
CITY OF CODY							
2260							
032416	Utilities	03/24/2016	2,389.03	2,389.03	04/06/2016		316
032416	Utilities	03/24/2016	82.58	82.58	04/06/2016		316
032416	Utilities	03/24/2016	88.50	88.50	04/06/2016		316
032416	Utilities	03/24/2016	554.48	554.48	04/06/2016		316
032416	Utilities	03/24/2016	110.32	110.32	04/06/2016		316
032416	Utilities	03/24/2016	269.40	269.40	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
032416	Utilities	03/24/2016	112.12	112.12	04/06/2016		316
032416	Utilities	03/24/2016	84.02	84.02	04/06/2016		316
032416	Utilities	03/24/2016	239.71	239.71	04/06/2016		316
032416	Utilities	03/24/2016	389.14	389.14	04/06/2016		316
032416	Utilities	03/24/2016	23.00	23.00	04/06/2016		316
032416	Utilities	03/24/2016	45.69	45.69	04/06/2016		316
032416	Utilities	03/24/2016	596.80	596.80	04/06/2016		316
032416	Utilities	03/24/2016	63.00	63.00	04/06/2016		316
032416	Utilities	03/24/2016	108.69	108.69	04/06/2016		316
032416	Utilities	03/24/2016	127.65	127.65	04/06/2016		316
032416	Utilities	03/24/2016	534.27	534.27	04/06/2016		316
032416	Utilities	03/24/2016	217.98	217.98	04/06/2016		316
032416	Utilities	03/24/2016	30.09	30.09	04/06/2016		316
032416	Utilities	03/24/2016	161.00	161.00	04/06/2016		316
032416	Utilities	03/24/2016	194.33	194.33	04/06/2016		316
032416	Utilities	03/24/2016	23.00	23.00	04/06/2016		316
032416	Utilities	03/24/2016	232.24	232.24	04/06/2016		316
032416	Utilities	03/24/2016	182.22	182.22	04/06/2016		316
032416	Utilities	03/24/2016	42.00	42.00	04/06/2016		316
032416	Utilities	03/24/2016	42.00	42.00	04/06/2016		316
032416	Utilities	03/24/2016	33.14	33.14	04/06/2016		316
032416	Utilities	03/24/2016	416.23	416.23	04/06/2016		316
032416	Utilities	03/24/2016	76.35	76.35	04/06/2016		316
032416	Utilities	03/24/2016	398.31	398.31	04/06/2016		316
032416	Utilities	03/24/2016	23.00	23.00	04/06/2016		316
032416	Utilities	03/24/2016	132.56	132.56	04/06/2016		316
032416	Utilities	03/24/2016	172.79	172.79	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	30.39	30.39	04/06/2016		316
032416	Utilities	03/24/2016	63.00	63.00	04/06/2016		316
032416	Utilities	03/24/2016	161.00	161.00	04/06/2016		316
032416	Utilities	03/24/2016	80.42	80.42	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	25.60	25.60	04/06/2016		316
032416	Utilities	03/24/2016	63.00	63.00	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	903.92	903.92	04/06/2016		316
032416	Utilities	03/24/2016	165.44	165.44	04/06/2016		316
032416	Utilities	03/24/2016	10.50	10.50	04/06/2016		316
032416	Utilities	03/24/2016	346.04	346.04	04/06/2016		316
032416	Utilities	03/24/2016	52.94	52.94	04/06/2016		316
032416	Utilities	03/24/2016	2,528.20	2,528.20	04/06/2016		316
032416	Utilities	03/24/2016	7,584.61	7,584.61	04/06/2016		316
032416	Utilities	03/24/2016	1,154.64	1,154.64	04/06/2016		316
032416	Utilities	03/24/2016	297.41	297.41	04/06/2016		316
032416	Utilities	03/24/2016	174.95	174.95	04/06/2016		316
032416	Utilities	03/24/2016	122.46	122.46	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	29.94	29.94	04/06/2016		316
032416	Utilities	03/24/2016	414.55	414.55	04/06/2016		316
032416	Utilities	03/24/2016	67.04	67.04	04/06/2016		316
032416	Utilities	03/24/2016	837.84	837.84	04/06/2016		316
032416	Utilities	03/24/2016	191.60	191.60	04/06/2016		316
032416	Utilities	03/24/2016	238.97	238.97	04/06/2016		316
032416	Utilities	03/24/2016	32.70	32.70	04/06/2016		316
032416	Utilities	03/24/2016	30.39	30.39	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
032416	Utilities	03/24/2016	207.67	207.67	04/06/2016		316
032416	Utilities	03/24/2016	255.68	255.68	04/06/2016		316
032416	Utilities	03/24/2016	52.65	52.65	04/06/2016		316
032416	Utilities	03/24/2016	481.18	481.18	04/06/2016		316
032416	Utilities	03/24/2016	699.49	699.49	04/06/2016		316
032416	Utilities	03/24/2016	39.00	39.00	04/06/2016		316
032416	Utilities	03/24/2016	188.38	188.38	04/06/2016		316
032416	Utilities	03/24/2016	400.16	400.16	04/06/2016		316
032416	Utilities	03/24/2016	230.22	230.22	04/06/2016		316
032416	Utilities	03/24/2016	2,307.29	2,307.29	04/06/2016		316
032416	Utilities	03/24/2016	320.25	320.25	04/06/2016		316
032416	Utilities	03/24/2016	4,062.99	4,062.99	04/06/2016		316
032416	Utilities	03/24/2016	425.09	425.09	04/06/2016		316
032416	Utilities	03/24/2016	312.92	312.92	04/06/2016		316
032416	Utilities	03/24/2016	190.84	190.84	04/06/2016		316
032416	Utilities	03/24/2016	30.01	30.01	04/06/2016		316
032416	Utilities	03/24/2016	43.09	43.09	04/06/2016		316
032416	Utilities	03/24/2016	5,812.16	5,812.16	04/06/2016		316
032416	Utilities	03/24/2016	33.15	33.15	04/06/2016		316
Total :			40,075.05	40,075.05			
Total 2260:			40,075.05	40,075.05			
CITY OF CODY							
127400							
032216	TRAINING	03/22/2016	25.00	25.00	04/06/2016		316
032216	TOBACCO COMPLIANCE	03/22/2016	5.61	5.61	04/06/2016		316
Total :			30.61	30.61			
Total 127400:			30.61	30.61			
CIVICPLUS							
129304							
158148	TRAINING	03/10/2016	1,200.00	1,200.00	04/06/2016		316
Total :			1,200.00	1,200.00			
Total 129304:			1,200.00	1,200.00			
CMI, INC							
130780							
820543	PBT'S (8)	03/15/2016	2,792.00	2,792.00	04/06/2016		316
Total :			2,792.00	2,792.00			
Total 130780:			2,792.00	2,792.00			
CRISIS INTERVENTION SERVICE							
3290							
031616	COMMUNITY FUNDING ALLOCA	03/16/2016	750.00	750.00	04/06/2016		316
Total :			750.00	750.00			
Total 3290:			750.00	750.00			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
CUSTOM GARAGE DOOR LLC							
127015							
3454	BUILDING MAINTENANCE - EL	03/14/2016	1,027.00	1,027.00	04/06/2016		316
Total :			1,027.00	1,027.00			
Total 127015:			1,027.00	1,027.00			
DAWSON, CLINT							
130785							
392256	REC CENTER REFUND	03/23/2016	30.00	30.00	04/06/2016		316
Total :			30.00	30.00			
Total 130785:			30.00	30.00			
DEPT OF FAMILY SERVICES							
125899							
JAN-00	BACKGROUND CHECKS - REC	03/11/2016	70.00	70.00	04/06/2016		316
Total :			70.00	70.00			
Total 125899:			70.00	70.00			
DESPAIN, KRISTA							
130786							
392257	REC CENTER REFUND	03/23/2016	7.00	7.00	04/06/2016		316
Total :			7.00	7.00			
Total 130786:			7.00	7.00			
DIVISION OF VICTIM'S SERVICES							
124470							
030416	CRIME VICTIM'S COMP - FEB 20	03/04/2016	800.00	800.00	04/06/2016		316
Total :			800.00	800.00			
Total 124470:			800.00	800.00			
ENDPOINT DIRECT							
130777							
25255	ONE CENT SURVEY	03/25/2016	395.00	395.00	04/06/2016		316
25255	ONE CENT SURVEY	03/25/2016	750.00	750.00	04/06/2016		316
25255	ONE CENT SURVEY	03/25/2016	1,375.00	1,375.00	04/06/2016		316
25255-P	POSTAGE EPD - SURVEY	03/17/2016	2,172.33	2,172.33	03/18/2016		316
Total :			4,692.33	4,692.33			
Total 130777:			4,692.33	4,692.33			
FAY, JUDI							
128677							
031816	TRAINING - CPR/FIRST AID - 8	03/18/2016	240.00	240.00	04/06/2016		316
03222016B	TRAINING - CPR/FIRST AID - 1	03/22/2016	30.00	30.00	04/06/2016		316
3082016	TRAINING - CPR/FIRST AID - 8	03/08/2016	240.00	240.00	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			510.00	510.00			
Total 128677:			510.00	510.00			
FREDUDENTIAL & BONDS, P.C.							
130787							
032116	PROFESSIONAL FEES	03/21/2016	275.00	275.00	04/06/2016		316
Total :			275.00	275.00			
Total 130787:			275.00	275.00			
GDA ENGINEERS							
4620							
151118-00006	COUGAR AVE DESIGN	03/21/2016	5,725.00	5,725.00	04/06/2016		316
15117-00006	12TH ST STORM DRAIN	03/21/2016	5,125.00	5,125.00	04/06/2016		316
161216-00001	MONUMENT ST WATERLINE ST	03/14/2016	850.00	850.00	04/06/2016		316
161223-00001	SIGN SURVEY	03/14/2016	515.00	515.00	04/06/2016		316
Total :			12,215.00	12,215.00			
Total 4620:			12,215.00	12,215.00			
GETTINGGREATRATES.COM							
130794							
100.971.16	ELECTRIC RATE ANAYLYSIS	03/25/2016	6,103.75	6,103.75	04/06/2016		316
Total :			6,103.75	6,103.75			
Total 130794:			6,103.75	6,103.75			
GRIFFIN, ZACH							
130776							
10123827	REFUND UTILITY DEPOSIT	03/17/2016	86.96	86.96	04/06/2016		316
Total :			86.96	86.96			
Total 130776:			86.96	86.96			
HARRIS TRUCKING & CONST. CO							
4780							
127471	COMPACTOR RENTAL - COUGA	02/25/2016	473.00	473.00	04/06/2016		316
PAY EST #2 - 1	PAY EST #2 - 12TH ST STORMD	03/18/2016	15,920.55	15,920.55	04/06/2016		316
Total :			16,393.55	16,393.55			
Total 4780:			16,393.55	16,393.55			
HEESSEL, FRAN							
130788							
392258	REC CENTER REFUND	03/23/2016	25.00	25.00	04/06/2016		316
Total :			25.00	25.00			
Total 130788:			25.00	25.00			

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
HENDERSON, DERIK AND OR							
130795							
392240	REC CENTER REFUND	03/23/2016	80.00	80.00	04/06/2016		316
Total :			80.00	80.00			
Total 130795:			80.00	80.00			
HUMPRIES-WADSWORTH							
130789							
392271	REC CENTER REFUND	03/23/2016	20.00	20.00	04/06/2016		316
Total :			20.00	20.00			
Total 130789:			20.00	20.00			
J & J CONSTRUCTION LLC							
130254							
293	8TH ST TIE LINE PROJECT	03/10/2016	1,465.00	1,465.00	04/06/2016		316
Total :			1,465.00	1,465.00			
Total 130254:			1,465.00	1,465.00			
J L ENGINEERING, LLC							
130341							
414	PARK SHOP RENOVATION	03/21/2016	4,222.50	4,222.50	04/06/2016		316
Total :			4,222.50	4,222.50			
Total 130341:			4,222.50	4,222.50			
JACK'S TRUCK & EQUIPMENT							
125521							
11539	D13 DUMP TRUCK	03/23/2016	128,937.00	128,937.00	04/06/2016		316
Total :			128,937.00	128,937.00			
Total 125521:			128,937.00	128,937.00			
JENSEN PLUMBING							
129455							
6999	CHAMBER REPAIR BOILER	03/21/2016	315.95	315.95	04/06/2016		316
7000	AUDITORIUM KITCHEN DISPOS	03/23/2016	136.10	136.10	04/06/2016		316
Total :			452.05	452.05			
Total 129455:			452.05	452.05			
KEEGAN, KRISJANSONS & MILES, PC							
130778							
030916	PROFESSIONAL FEES	03/09/2016	656.58	656.58	04/06/2016		316
Total :			656.58	656.58			
Total 130778:			656.58	656.58			

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
KLESSENS, JAMES								
130791								
	392272	REC CENTER REFUND	03/23/2016	10.00	10.00	04/06/2016		316
Total :				10.00	10.00			
Total 130791:				10.00	10.00			
KOEHLER, WHITNEY								
130792								
	392273	REC CENTER REFUND	03/23/2016	27.50	27.50	04/06/2016		316
Total :				27.50	27.50			
Total 130792:				27.50	27.50			
L & M TECH SERVICES								
130762								
	00000038	FLOOR SCRUBBER REPAIR	03/11/2016	446.30	446.30	04/06/2016		316
Total :				446.30	446.30			
Total 130762:				446.30	446.30			
LAFOLLETTE, MARGARET								
130770								
	030416	RESTITUTION FROM MC-1411-0	03/04/2016	50.00	50.00	04/06/2016		316
Total :				50.00	50.00			
Total 130770:				50.00	50.00			
LEISY, MEGAN								
130790								
	392274	REC CENTER REFUND	03/23/2016	17.50	17.50	04/06/2016		316
Total :				17.50	17.50			
Total 130790:				17.50	17.50			
LOCKART INN								
130779								
	032216	RESTITUTION FROM MC-1508-0	03/22/2016	1,000.00	1,000.00	04/06/2016		316
Total :				1,000.00	1,000.00			
Total 130779:				1,000.00	1,000.00			
MARTIN, KELLI								
123144								
	032116	VOLLEYBALL REFEREE	03/21/2016	137.50	137.50	04/06/2016		316
Total :				137.50	137.50			
Total 123144:				137.50	137.50			
MARTINEZ, HOWARD M								

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
130793	392275	REC CENTER REFUND	03/23/2016	45.00	45.00	04/06/2016		316
	Total :			45.00	45.00			
	Total 130793:			45.00	45.00			
MAY, JUSTINE								
130075	392276	REC CENTER REFUND	03/23/2016	25.00	25.00	04/06/2016		316
	Total :			25.00	25.00			
	Total 130075:			25.00	25.00			
MIDWEST FENCE COMPANY								
6650	32709	12TH ST STORM DRAIN	03/16/2016	2,035.00	2,035.00	04/06/2016		316
	Total :			2,035.00	2,035.00			
	Total 6650:			2,035.00	2,035.00			
MOGER, KRISTEN								
130775	13181059	REFUND UTILITY DEPOSIT	03/15/2016	99.52	99.52	04/06/2016		316
	Total :			99.52	99.52			
	Total 130775:			99.52	99.52			
MONTANA CSED SDU								
130713	030916	PAR ID P0001023686	03/09/2016	123.57	123.57	03/11/2016		316
	032316	PAR ID P0001023686	03/23/2016	123.57	123.57	03/24/2016		316
	Total :			247.14	247.14			
	Total 130713:			247.14	247.14			
NICHOLSON DIRT CONTRACTING								
7270	10228	CRUSH CONCRETE - BECK LAK	03/01/2016	3,000.00	3,000.00	04/06/2016		316
	10233	PARK SHOP DEMO	03/11/2016	1,000.00	1,000.00	04/06/2016		316
	Total :			4,000.00	4,000.00			
	Total 7270:			4,000.00	4,000.00			
OFFICE SHOP, THE								
7440	30317	COPIER CONTRACT - PD	03/02/2016	713.82	713.82	04/06/2016		316
	30318	COPIER CONTRACT - CITY HAL	03/02/2016	125.79	125.79	04/06/2016		316
	30318	COPIER CONTRACT - CITY HAL	03/02/2016	919.59	919.59	04/06/2016		316
	30319	COPIER CONTRACT - COMM D	03/02/2016	127.71	127.71	04/06/2016		316
	30320	COPIER CONTRACT - REC CEN	03/02/2016	2,141.74	2,141.74	04/06/2016		316
	30665	COPIER CONTRACT - SHOP	03/03/2016	8.52	8.52	04/06/2016		316
	30665	COPIER CONTRACT - SHOP	03/03/2016	8.52	8.52	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
30665	COPIER CONTRACT - SHOP	03/03/2016	8.52	8.52	04/06/2016		316
30665	COPIER CONTRACT - SHOP	03/03/2016	8.52	8.52	04/06/2016		316
30665	COPIER CONTRACT - SHOP	03/03/2016	8.52	8.52	04/06/2016		316
30665	COPIER CONTRACT - SHOP	03/03/2016	8.53	8.53	04/06/2016		316
Total :			4,079.78	4,079.78			
Total 7440:			4,079.78	4,079.78			
ONE-CALL OF WYOMING							
127665							
40746	WYOMING ONE CALL FEES	03/11/2016	14.06	14.06	04/06/2016		316
40746	WYOMING ONE CALL FEES	03/11/2016	14.06	14.06	04/06/2016		316
40746	WYOMING ONE CALL FEES	03/11/2016	14.06	14.06	04/06/2016		316
40746	WYOMING ONE CALL FEES	03/11/2016	14.07	14.07	04/06/2016		316
Total :			56.25	56.25			
Total 127665:			56.25	56.25			
P & E PAINTING							
130726							
032816	GUARD RAIL REPAIR - 12TH ST	03/28/2016	5,751.00	5,751.00	04/06/2016		316
Total :			5,751.00	5,751.00			
Total 130726:			5,751.00	5,751.00			
PARK COUNTY							
7670							
2441	LEC CONTRACT - DISPATCH	03/01/2016	25,026.03	25,026.03	04/06/2016		316
2441	LEC CONTRACT - CONSOLE	03/01/2016	3,184.96	3,184.96	04/06/2016		316
2441	LEC CONTRACT - UTILITIES	03/01/2016	1,232.12	1,232.12	04/06/2016		316
Total :			29,443.11	29,443.11			
Total 7670:			29,443.11	29,443.11			
PARK COUNTY PEDALERS							
130771							
031116	REFUND OVERPAYMENT ON G	03/11/2016	1,461.98	1,461.98	04/06/2016		316
Total :			1,461.98	1,461.98			
Total 130771:			1,461.98	1,461.98			
PARK COUNTY SHERIFF							
7740							
013116	INCARCERATION - JAN 2016	01/31/2016	1,650.00	1,650.00	04/06/2016		316
Total :			1,650.00	1,650.00			
Total 7740:			1,650.00	1,650.00			
POSTELL, CONSUELA							
130772							
030316	MILEAGE REIMBURSEMENT	03/03/2016	50.54	50.54	04/06/2016		316
030316	WITNESS FEES	03/03/2016	5.00	5.00	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			55.54	55.54			
Total 130772:			55.54	55.54			
PROFFITS LAWN CARE							
128647							
3063	GREYBULL HILL BUSH REMOVA	03/09/2016	2,000.00	2,000.00	04/06/2016		316
Total :			2,000.00	2,000.00			
Total 128647:			2,000.00	2,000.00			
PURCHASE POWER							
8240							
032316	POSTAGE - PD	03/23/2016	11.09	11.09	04/06/2016		316
032316	POSTAGE - ADMIN	03/23/2016	1,758.34	1,758.34	04/06/2016		316
032316	POSTAGE - WATER	03/23/2016	3.35	3.35	04/06/2016		316
032316	POSTAGE - REC CENTER	03/23/2016	227.22	227.22	04/06/2016		316
032316	POSTAGE - REFILL FEE	03/23/2016	20.99	20.99	04/06/2016		316
Total :			2,020.99	2,020.99			
Total 8240:			2,020.99	2,020.99			
RANDOL CUSTOM HOMES							
130773							
2011-399	CONCRETE ON BRASSY CLUB	03/01/2016	3,237.15	3,237.15	04/06/2016		316
Total :			3,237.15	3,237.15			
Total 130773:			3,237.15	3,237.15			
RICHELDERFER, JAMES							
130607							
030716	RESTITUTION FROM VALERINA	03/07/2016	50.00	50.00	04/06/2016		316
Total :			50.00	50.00			
Total 130607:			50.00	50.00			
RITT, DAWSON J							
130346							
325	TOBACCO COMPLIANCE CHEC	03/17/2016	130.00	130.00	04/06/2016		316
Total :			130.00	130.00			
Total 130346:			130.00	130.00			
ROCKY MOUNTAIN POWER							
7570							
031816	UTILITIES	03/18/2016	28.51	28.51	04/06/2016		316
031816	UTILITIES	03/18/2016	267.81	267.81	04/06/2016		316
Total :			296.32	296.32			
Total 7570:			296.32	296.32			

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
S & L INDUSTRIAL								
130587								
	16014	GREYBULL HILL BUSH REMOVA	03/11/2016	200.00	200.00	04/06/2016		316
Total :				200.00	200.00			
Total 130587:				200.00	200.00			
SAY WHERE STORAGE								
130576								
	185680	PARK SHOP RENOVATION STO	03/10/2016	225.00	225.00	04/06/2016		316
Total :				225.00	225.00			
Total 130576:				225.00	225.00			
SCHOENING, KRISTA								
125478								
	032116	VOLLEYBALL REFEREE	03/21/2016	112.50	112.50	04/06/2016		316
Total :				112.50	112.50			
Total 125478:				112.50	112.50			
SCHOENING, WILLIAM D								
123147								
	032116	VOLLEYBALL REFEREE	03/21/2016	200.00	200.00	04/06/2016		316
Total :				200.00	200.00			
Total 123147:				200.00	200.00			
SITZ III, ALEX H.								
129379								
	032116	PROFESSIONAL FEES	03/21/2016	707.14	707.14	04/06/2016		316
Total :				707.14	707.14			
Total 129379:				707.14	707.14			
SMOKER FRIENDLY STORE								
130774								
	030416	RESTITUTION FROM CLYDE HO	03/04/2016	9.51	9.51	04/06/2016		316
Total :				9.51	9.51			
Total 130774:				9.51	9.51			
SPECIAL OPERATIONS GROUP								
126902								
	030316CPBT	INSTALL TV IN BOMB TRAILER	03/03/2016	195.70	195.70	04/06/2016		316
Total :				195.70	195.70			
Total 126902:				195.70	195.70			
STATE FARM								

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
127933	38_1B63_691	RESTITUTION FROM GEORGE	03/04/2016	200.00	200.00	04/06/2016		316
	Total :			200.00	200.00			
	Total 127933:			200.00	200.00			
TRAVELERS CL REMITTANCE CENTER								
130089	1072-D-1153	INSURANCE PREMIUM	03/14/2016	63.00	63.00	04/06/2016		316
	Total :			63.00	63.00			
	Total 130089:			63.00	63.00			
US POSTMASTER								
129112	031116	2 MONTHS POSTAGE FOR UTIL	03/11/2016	3,700.00	3,700.00	04/06/2016		316
	Total :			3,700.00	3,700.00			
	Total 129112:			3,700.00	3,700.00			
WATCO POOLS								
10370	20227	POOL CHEMICALS	02/29/2016	80.20	80.20	04/06/2016		316
	Total :			80.20	80.20			
	Total 10370:			80.20	80.20			
WORKMAN WASH & BLAST								
130577	032316	PRESSURE WASH GREYBULL	03/23/2016	1,300.00	1,300.00	04/06/2016		316
	Total :			1,300.00	1,300.00			
	Total 130577:			1,300.00	1,300.00			
WORTHAM, RAYNA								
123742	03/16/2016	REIMBURSE FOR TRAVEL EXP	03/16/2016	14.50	14.50	04/06/2016		316
	Total :			14.50	14.50			
	Total 123742:			14.50	14.50			
WRIGHT, JOURDAN								
130734	030416	RESTITUTION FROM LANDON	03/04/2016	75.00	75.00	04/06/2016		316
	Total :			75.00	75.00			
	Total 130734:			75.00	75.00			
WYOMING DEPT OF AGRICULTURE								
123502	501.1	FOOD LICENSE FOR AUDITORI	02/17/2016	50.00	50.00	04/06/2016		316

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Inventory Number	GL Period
Total :			50.00	50.00			
Total 123502:			50.00	50.00			
WYOMING LAW ENFORCEMENT ACADEMY							
10900							
A-0184	AMMO - C09 ACADEMY	03/04/2016	1,074.30	1,074.30	04/06/2016		316
Total :			1,074.30	1,074.30			
Total 10900:			1,074.30	1,074.30			
WYOPASS							
125411							
032516	WYOPASS DUES (3)	03/25/2016	165.00	165.00	04/06/2016		316
Total :			165.00	165.00			
Total 125411:			165.00	165.00			
Grand Totals:			419,309.13	419,309.13			

PAYROLL TOTAL \$228,864.94

TOTAL \$648,174.07

Report Criteria:

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

MEETING DATE: APRIL 5, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Declaration of Surplus Items

ACTION TO BE TAKEN:

Designate the equipment on the following list as surplus and authorize staff to proceed with selling them at an online auction.

SUMMARY OF INFORMATION:

The City of Cody holds periodic online auctions for the sale of surplus equipment and lost/abandoned property through the Public Surplus Auction Site. The departments have forwarded the following list of items to be declared surplus:

Description	Department
Four Man Tent	310
Six Man Tent	310
4 Acer Monitors	240
2 Folding Armchairs	310
3 Plano Organizers	310
1998 Bluebird School Bus	430
2004 Ford F250	310
Buck & Rail Fencing	410
Coin Purse	310
9 Dell Computers	240
Dog Box	310
Diamond Engagement Ring	310
2 Giant Spin Bikes	430
Girl's Dress	310
1989 GMC Pickup	410
Grizzly Picture	310
Helmet	310
9 HP Printers	240
5 Fire Hydrants	545
Ice Maker	240
John Deere Broom Attachment	410
Jewelry Lot	310
Knife Lot	310
LG Blue Ray Player	310
Men's Gold Ring	310
Microcassettes	310
Office Supply Lot	240
Photo Printer	310
Safe	310

AGENDA ITEM NO. _____

Samsung Printer	240
Sirius Radio	310
Sony Blue Ray Player	310
Sony PS Vista	310
2 Spin Bikes	310
2 Ozark Trail Tarps	310
Telescope	310
Thigh Machine	430
Ratchet Tie Downs	310
Tiffany Ring	310
Toolbox	310
TV VCR & Stand	240
15 Metal Barrels	520
7 8MM Video Tapes	310
Vizio TV	310
2 Electric Wall Heaters	410

Staff is also requesting that a Sensus hand held meter reader unit be declared surplus and junked. It does not function and no longer has any usable components. The book value of this item is \$1,015.

FISCAL IMPACT

There is no fee to the City for listing or selling equipment on the site. All fees are paid by the winning bidder through a bidder’s premium of 7% added to the sale price of the equipment. All items will be sold to the highest bidder.

ALTERNATIVES

1. Approve the list, declaring the items as surplus and available for auction
2. Reject the list and cancel the auction

ATTACHMENTS

None

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF CODY, WYOMING
AND CODY STAMPEDE

RECITALS

- A. The City of Cody (hereinafter referred to as “CITY”), Wyoming is a municipal corporation in Park County, Wyoming.
- B. Cody Stampede is a Wyoming nonprofit corporation in Park County, Wyoming.
- C. Cody Stampede owns real property in Cody, Park County, Wyoming which it makes available to contractors, companies, entities and businesses (hereinafter referred to as “CONTRACTORS”) for the purpose of mining, excavating for, extracting and removing (hereinafter collectively referred to as “mining”) gravel. The property owned by the Cody Stampede includes a portion of Lot 49 and Lot 48 of the plat for the deMaris Subdivision dated February 3, 1965 and accepted by the County Commissioner in Park County, Wyoming on July 3, 1962.
- D. The deMaris Subdivision incorporates a road which is identified as the deMaris Springs County Road which traverses Lot 49 and 48 of the deMaris Subdivision and is a right-of-way and road across Cody Stampede property which is used by the CONTRACTORS to access the gravel on the Cody Stampede property. The deMaris Springs County Road is not a road accepted as a County Road by Park County, Wyoming but is merely a name given to the road as it crosses the Cody Stampede property. The deMaris Subdivision has been annexed into the City of Cody and the deMaris Springs County Road is a road within the City of Cody which is under the supervision and control of the CITY.
- E. Cody Stampede wishes to temporarily relocate the location of deMaris Springs County Road to allow CONTRACTORS to mine gravel from the area of the existing deMaris Springs County Road.
- F. In addition, Cody Stampede wishes to continue to store gravel on property belonging to CITY in Tract 80 in Township 52 North, Range 102 West of the 6th P.M., Park County, Wyoming (hereinafter referred to as “City Property”).
- G. The CITY is willing to allow Cody Stampede to temporarily relocate the deMaris Springs County Road, and allow the Cody Stampede to store gravel on City Property, Cody Stampede is willing to provide sand to the City of Cody for the City of Cody to use on its streets pursuant to this Agreement.
- H. The parties wish to enter into this Memorandum of Understanding (MOU) for the purpose of describing the terms and conditions of the agreement between them.

WHEREFORE, in consideration of the mutual promises, covenants, representations, terms and conditions described herein, the parties agree as follows:

1. CITY consents and agrees to allow Cody Stampede to relocate that portion of the deMaris Springs County Road as shown on the attached Exhibit "A" as it traverses Cody Stampede property in order to facilitate the mining of gravel and other materials from the existing deMaris Springs County Road as shown on the attached Exhibit "A".
2. Cody Stampede shall cooperate with CITY in determining the new, temporary location and route of the road. The temporary route and location of the relocated road shall be subject to review and approval by CITY through its Public Works Director and Streets Supervisor. Prior to closing the existing deMaris Springs County Road, Cody Stampede shall contact the CITY to allow the Public Works Director and/or the Streets Supervisor to inspect the location of the new proposed road, to ensure that its location, condition, grade, slope and materials are suitable for both CITY and Cody Stampede purposes, and that the road is located and will meet the same standards as the existing deMaris Springs County Road.
3. Any and all expenses for relocating the existing deMaris Springs County Road and eventually restoring deMaris Springs County Road to its original location and condition shall be the sole responsibility and expense of Cody Stampede. Cody Stampede will not be responsible for any expenses incurred by CITY as it relates to this MOU except as otherwise set forth in this Agreement.
4. Once Cody Stampede has relocated deMaris Springs County Road to its temporary location across Cody Stampede property and has closed the original deMaris Springs County Road, the Cody Stampede will maintain the relocated temporary road to a condition similar to what existed on the existing deMaris Springs County Road.
5. Cody Stampede shall be allowed to store unused gravel on City Property owned by CITY which is adjacent to Cody Stampede property. Cody Stampede shall cooperate with the CITY in storing such gravel in locations designated by CITY through its Public Works Director or his/her designee. In addition, Cody Stampede shall store such gravel in a manner as directed by CITY, through its Public Works Director, or his/her designee. Cody Stampede shall comply with CITY'S directives for storing such gravel, including the location, grading, slope and height of gravel piles on City Property.
6. Once the Cody Stampede and its CONTRACTORS no longer require the use of the temporary, relocated road, Cody Stampede shall notify the CITY, and shall restore the location of deMaris Springs County Road to its original location, condition, grade, and slope. Cody Stampede shall complete such restoration of deMaris Springs County Road within one hundred eighty (180) days of the notice that it no longer requires use of the temporary road. At such time as the temporary road is no longer required, Cody Stampede will close the temporary road to the public as it desires.

7. All materials stored on City of Cody property which belongs to the Cody Stampede has been mined from Stampede property and may be sold or traded to the City of Cody on a yearly basis. Each type of material, Gravel, Sand, Chips, Pit Run and Road Base, etc. will be priced by Cody Stampede on a cubic yard basis. The price The City of Cody will pay for each type of material is as follows:

Sand: \$2.00 per cubic yard
Pit Run: \$2.00 per cubic yard
Road Base: \$10.00 per cubic yard
Chips: Negotiated per request

The price to be paid by the Cody Stampede to The City of Cody for use of The City of Cody land for storage is \$2,000.00 per year. In lieu of \$2,000.00 cash each year, Cody Stampede may provide to The City of Cody 1,000 cubic yards of sand that year. The City of Cody can purchase more sand or other material upon agreement with the Cody Stampede. If Cody Stampede is unable to supply the sand then it will be responsible to pay CITY \$2,000.00 per year during the term of this Agreement. The terms and conditions of this Agreement as it relates to providing sand and storage of gravel may be extended on a year by year basis by mutual consent of the parties hereto.

8. During the term of this MOU as it relates to providing sand to the CITY, Cody Stampede will not be responsible to pay the City of Cody for any gravel stored on City Property so long as Cody Stampede provides to the City the sand as provided in Paragraph 7 above.

9. Cody Stampede agrees that if it removes or damages any fencing between Cody Stampede property and City Property, Cody Stampede shall promptly repair and reinstall such fencing. If CITY damages or removes any fence adjacent to Cody Stampede property, it shall promptly repair and reinstall the same. It is acknowledged that a portion of the fence has already been removed by Stampede.

10. Prior to CONTRACTORS entering City Property, Cody Stampede shall provide to CITY the names, telephone numbers and other contact information for all CONTRACTORS which Cody Stampede allows to access the City Property for the purpose of removal of any stored gravel. Cody Stampede shall inform such CONTRACTORS that they shall:

- a. Comply with CITY directives regarding use of any road across City Property;
- b. Meet with CITY personnel so the CITY can advise CONTRACTORS of pit hazards, slopes, grades, etc.;
- c. Notify CITY personnel of the CONTRACTORS' plans and timetable to remove the gravel;

d. CONTRACTORS authorized by the Cody Stampede to access City Property shall first obtain all necessary certifications required by the Occupational Safety and Health Administration (OSHA) and the Mine Safety and Health Administration (MSHA), and such certifications will be provided to the CITY prior to CONTRACTOR entering The City of Cody property.

e. Maintain general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, and shall maintain vehicle liability insurance in compliance with Wyoming law for each vehicle which the CONTRACTOR will operate on CITY property.

11. Cody Stampede shall maintain general liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence on City Property, and shall provide proof of such insurance to CITY if CITY requests such proof of insurance. CITY shall maintain liability coverage consistent with limits allowed by Wyoming law for any activity on Cody Stampede property and shall provide proof of such insurance to Cody Stampede.

12. Unless otherwise agreed by both parties in writing, this MOU shall be terminated at the earlier of the following:

a. Either party may terminate this Agreement, with or without cause, upon providing written notice to the other party at least one hundred twenty (120) days in advance of such termination, or

b. Two (2) years after the approval and execution of this MOU by both parties.

13. By entering into this MOU, Cody Stampede hereby grants a license to CITY and CITY'S employees, agents and assigns, to access Cody Stampede Property to assess the location and condition of the relocated deMaris Springs County Road. Such license shall continue in effect until Cody Stampede completely restores the original deMaris Springs County Road roadway as described in this MOU.

14. Nothing in this Agreement shall be construed as an abandonment of the deMaris Springs County Road as shown on the attached Exhibit "A" and as shown in the recorded plat for the property described herein. All rights granted to the public for use of the deMaris Springs County Road shall extend to the relocated deMaris Springs County Road until terminated and the original deMaris Springs County Road is reestablished hereunder after which no rights will continue to the CITY or the public on the temporary deMaris Springs County Road.

15. This MOU contains the entire agreement between the parties, and there are no other representations, promises, conditions, covenants or terms beyond the scope of this written MOU. This MOU may only be amended by mutual agreement of the parties in a writing approved by the Governing Body of CITY, and by Cody Stampede.

16. By entering into this Agreement, CITY does not waive its governmental or sovereign immunity, and specifically reserves the right to assert immunity as a defense to any action arising under this MOU. CITY further does not waive any of its defenses or limitations as provided under the Wyoming Governmental Claims Act.

17. This Agreement shall go into effect upon approval and execution by both parties to this Agreement.

Dated: _____, 2016 CITY OF CODY

By: _____
Nancy Tia Brown, Mayer

Attest:

Cynthia D. Baker, Administrative Services Officer/Clerk

Dated: _____, 2016 CODY STAMPEDE

By: _____
President

LEGAL DESCRIPTION

Township 52 North, Range 102 West, 6th P.M., Park County, Wyoming

Tract 80

EXHIBIT A

MEETING DATE: 4-5-16
DEPARTMENT: PARKS, RECREATION &
PUBLIC FACILITIES

PREPARED BY: DOYLE STOUT
PRESENTED BY: RICK MANCHESTER

“Rules of the Game” update

ACTION TO BE TAKEN:

Requesting approval to update the Recreation Centers “Rules of the Game” pamphlet.

SUMMARY OF INFORMATION:

Clarification on age of adult supervision in the Weight & Exercise Area, the age of an adult supervising 13 to 15 year olds was identified 21 years or older.

“Community Bulletin Board” section was added to the Rules of the Game. The City provides a bulletin board for non-profit groups to post their events. This board is NOT available for any service or sales announcements.

FISCAL IMPACT

None

ALTERNATIVES

ATTACHMENTS

Rules of the Game pamphlets

AGENDA & SUMMARY REPORT TO:

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400
Doyle Stout, Recreation Supervisor (307) 587-0400

AGENDA ITEM NO. _____

EQUIPMENT RESERVATIONS

The Department rents out equipment for personal use such as volleyball sets, horseshoe set, balls and bats, etc. These items can be reserved in advance. A full list of equipment is available at the front desk.

FACILITY RENTAL POLICIES

The Recreation Center facilities may be rented for activities and events during normal operating hours and after hours with an extra charge for additional staff, a damage deposit and a facility usage form is required. Reservations are secured when payment and paperwork is received by the appropriate City staff. All paperwork for facility rental must be completed before the scheduled reservation. Facilities may be rented at the discretion of the Director or appointed City designee. There will be a 25% administrative charge to any canceled facility reservation. Advanced notice is appreciated for internal review.

USE POLICIES

Facility rental setup is the responsibility of the user. The user must clean areas immediately after use. Cleaning must include:

1. Removal of all items/trash from floor, fixtures, tables and chairs.
2. Removal of all food and beverages, and clean up of all spills.
3. Trash deposited in appropriate receptacles and area is setup like it was before usage.

DISCIPLINE & INAPPROPRIATE BEHAVIOR

All Recreation Center patrons are expected to display courteous and considerate behavior. Foul language, abusing membership privileges and disobeying facility rules are prohibited.

- For minor infractions of policies the patron will be asked to leave and the incident documented. Upon the second occurrence the patron will be asked to leave the facility, given a written warning as to the consequences of further infractions and will be talked to by a supervisor and parents will be notified. If the behavior continues or worsens, the patron's privileges may be terminated and the privilege to enter the Center revoked.
- Unauthorized use of cameras or other filming devices is strictly prohibited.
- Major disciplinary problems may result in immediate loss of membership privileges and/or permanent banishment from the facility.

MULTIPURPOSE ROOM

This room will provide a variety of activities catering to the needs and interests of the community. All classes and activities will be scheduled during normal operating hours of the Recreation Center unless the room is being rented according to the set rental fee schedule. This room is available for meetings/activities for organizations following approval from the City staff.

CHILD CARE

The Recreation Center provides drop-off child care for your convenience while a parent or guardian is using the facility. This service is open to children 3 months to 6 years of age on a first-come, first-serve basis.

- A fee will be charged to those wishing to use the child care. The fee will be reviewed by staff and adjusted periodically to cover or reduce costs associated with the services. Payment options include a daily rate, discounted punch cards, or if there is enough interest an annual family rate may be available.
- Child care is limited to 2 children under the age of two and up to a total of 10 children at one time.
- Children using the child care facility must be dropped off and picked up by the same parent or adult unless prior arrangements have been made with the City staff.
- Child care operating hours are subject to change based upon usage and demand.

GYMNASIUM POLICIES

The gyms are intended to serve the varying needs of the public through the continuous offering of a wide range of programs. In most cases, a minimum of one gym will be available for drop-in use.

- Only non-marking athletic shoes may be used on the gym floor.
- Food and beverages must be contained to the concession area. Water is permitted in the gyms.
- Misuse of any equipment or furnishings in the gyms is cause for expulsion from the Center.
- Hanging or popping the basketball rims is not permitted.
- Staff reserves the right to eliminate activities unsuitable for the gyms.

AQUATIC POLICIES

The pools provide an opportunity for recreational and competitive activities, diving, fitness classes, therapy and special events.

- Use of the pool by participants is regulated by designated schedules of activities.

- In most cases, one or two lanes will be provided for lap swimmers daily.
- The pool features will be opened and closed at the discretion of the lifeguard on duty.
- Adults and parents who wish to observe their children swim may do so from the area in the lobby, outside the windows.
- All users must be appropriately dressed. Cut-offs and street shoes on the pool deck are not permitted.
- Infants in diapers must wear waterproof pants or swim diapers while swimming. Swim diapers are available for sale at the front desk.
- Food and beverages, except water, are permitted only in the concession area.
- Glass containers are not permitted.
- Individuals must be 3'6" tall, 8 years old, or pass a swimming test administered by a lifeguard to enter the pool area without adult supervision in the water.
- Spa usage is for individuals 13 years and older.
- The therapy pool is designed for users older than 18 years old or with therapeutic needs.
- The wet steam room is for patrons 18 years of age and older.
- Only U.S. Coast Guard approved flotation devices are permitted in the pool.

RACQUETBALL COURT POLICIES

Racquetball courts are available for racquetball, squash, handball and wallyball.

- Reservations may be made in one-hour increments and up to 30 days in advance; however, players may only occupy one reservation at a time. You must play your first court before making an additional reservation.
- Protective eyewear is mandatory and must be worn appropriately.
- Equipment (balls, racquets and protective eyewear) may be purchased or rented at the front desk.
- Only non-marking athletic shoes may be used in the courts.
- In the event a court is "available," usage will be on a first-come basis.

WALKING/RUNNING TRACK POLICIES

The suspended track is available upstairs, above the gymnasium, for walkers and/or joggers.

- Athletic shoes must be worn at all times when using the track.
- Slower runners/walkers should occupy the inside lanes. Always pass on the outside.
- Stretching should be done in the exercise area

to the south of the running track and not on the track itself.

- Walkers with single-width strollers are permitted whenever the track is not crowded. Running with strollers is not permitted.
- Spectators and video recording are NOT permitted on the track.
- Adult supervision is required for youth 13-16 years old who have not taken the youth equipment orientation course.
- Children confined in car seats or strollers need to be within arms reach at all times.

WEIGHT & EXERCISE AREA POLICIES

This weight and exercise areas are used for both supervised and unsupervised programs.

- Patrons must be dressed in appropriate exercise attire. Shirts and proper shoes are required at all times. Clean athletic shoes must be worn at all times when using the equipment. Open-toed shoes are not permitted.
- Equipment users must be 16 years and older. Youth 13 to 15 may use the equipment if accompanied and directly supervised by an adult, 21 years of age or older or if they have successfully completed the Youth Equipment Orientation course with the City's Fitness Coordinator.
- Participants are responsible for proper use of the equipment. Please be courteous to others and wipe down equipment after use and DO NOT drop weights on the floor.
- Children confined in car seats or strollers need to be within arms reach at all times.
- During busy times please limit the use of cardio equipment to 30 minutes and allow others to rotate sets on weight equipment and benches. Do not rest on machines.
- Personal trainers are not allowed unless provided by the department.



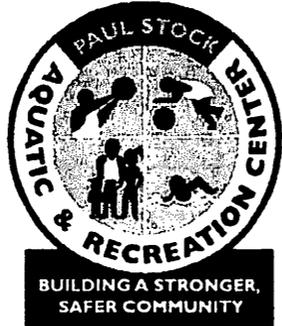
CITY OF CODY
WYOMING



THE RULES OF THE GAME

POLICIES & PROCEDURES

307.587.0400
MARCH 2016



MISSION: FUN FOR EVERYONE!

The City of Cody Parks, Recreation & Public Facilities Department provides attractive parks, facilities and innovative recreational opportunities to enhance the quality of life for everyone.

OPERATING SCHEDULE

Normal operation hours for the Recreation Center are available by calling 307.587.0400 or visiting www.cityofcody-wy.gov or www.facebook.com/codyreccenter. The Aquatic & Recreation Center may be closed annually for maintenance purposes. Unanticipated closures may also occur in the event of unsafe conditions or other community emergencies.

RULES & PROCEDURES ENFORCEMENT

City staff on duty has the authority to enforce all rules and procedures. All accidents or incidents occurring within the Recreation Center and its grounds must be reported and documented by the staff on duty and given to the Director.

RESIDENTS & NONRESIDENTS

Residents are defined as any person living within Park County, WY. Acceptable proof of residency include a Wyoming Driver's license with a Park County address, rental property receipt, property tax receipt, automobile registration, copy of valid voter registration, current utility bill or City staff verifying residency.

PETS

Pets of any kind are not allowed in the Recreation Center. Assistance dogs and police service dogs are exempt from this policy.

RIGHT TO REFUSE SERVICE

The City reserves the right to refuse or revoke the membership of any person, and/or remove any person from the facility, or refuse entry to any person if the City reasonably determines the person has violated the Rules of the Game, or otherwise poses a threat to the health, safety and welfare of other users of the facility. Such determination may be based on evidence of the person's conduct and statements, including but not limited to conduct and statements which occurred outside of and unrelated to the facility.

GENERAL OPERATING PROCEDURES

The facilities of the City of Cody affected by this Procedures Manual include:

- The Paul Stock Aquatic & Recreation Center (Recreation Center),
- All designated parking areas, and other adjoining City lands.

The Aquatic & Recreation Center is intended as a multi-functional community center for participants of all ages. It is a priority to offer a safe environment and safe programs for everyone. Some areas of the facility will be limited by numbers of participants and/or their ages.

1. The Recreation Center does not provide direct adult supervision for daily visits or self-directed activities. Children 7 years old and younger are encouraged to have responsible supervision.
2. Our facility is not intended as a drop-off child-care service.
3. Personal training and fitness class instruction are limited to city employees or those who have contracted with the City to provide those services.
4. The City of Cody reserves the right to take and use photographs of individuals using the Cody Recreation Center and/or participating in programs sponsored by the City of Cody. Such photographs are the property of the City of Cody, and may be used in brochures, advertisements and other promotional materials.
5. The City of Cody Parks, Recreation & Public Facilities Department complies with the Americans with Disabilities Act. Anyone needing reasonable accommodations is encouraged to notify the office at 307-587-0400.
6. The City of Cody does not provide medical insurance to cover participants during any activity.

COMMUNITY BULLETIN BOARD

The City provides a bulletin board for non-profit

groups to post their events. This board is NOT available for any service or sale announcements.

BICYCLES, IN-LINE SKATES & SKATEBOARDS

Skating, skateboarding and biking are not allowed on sidewalk areas near main entrance or in the Aquatic & Recreation Center.

ALCOHOL & DRUGS

Alcoholic beverages are not allowed in the Recreation Center or on its grounds without approval from Cody City Council. Anyone under the influence or in possession of any illegal substance will be asked to leave the facility. Law enforcement officials will be contacted immediately.

SMOKING & CHEWING TOBACCO

Smoking and the use of chewing tobacco are not allowed in the Aquatic & Recreation Center. Smoking is permitted in parking areas and bench areas away from the main entrance to the Aquatic & Recreation Center.

WEAPONS

Any person bringing a firearm into the Recreation Center shall comply with all local, state and federal laws pertaining to firearms, and shall keep their firearm securely on their person at all times. All local, state and federal laws pertaining to firearms shall apply. No person under the age of 18 shall possess or carry a firearm into the Recreation Center. No person may brandish any firearm or other weapon or item in a manner that threatens or intimidates another. Any person violating this policy, or violating local, state or federal laws pertaining to weapons may be removed from the Recreation Center, and is subject to arrest and prosecution.

BAD WEATHER POLICY

The Recreation Center has a standardized method of cancellation and notification in the event of bad weather.

1. The Center will remain open during its normal operation hours at all times possible.
2. Attempts will be made to make up any classes or programs canceled due to poor weather conditions.
3. Recreation Center patrons are urged to listen to local radio stations for closures due to weather conditions.

LOCKER ROOMS

The locker rooms are designed to provide users with dressing and showering facilities, available for

use during all operating hours. Membership cards, driver's license, student ID or keys may be left as a deposit. Long-term locker rentals are also available.

CLOTHING

Appropriate attire must be worn while participating in activities at the Recreation Center. Anyone displaying vulgarity or inappropriate attire will be asked to change or leave the facility. Street shoes are not allowed on the track, weight areas, gyms or racquetball courts, or pool deck. Proper (non-marking) shoes must be worn.

All clothes and personal belongings must be stored in a locker or cubby. Coat racks are available near the main entrance of the facility and in the walking track area.

LOST & FOUND

The Recreation Center IS NOT responsible for the loss, theft or damage of personal property of any kind.

Unclaimed items of value (billfolds, keys, purses, jewelry, etc.) will be held at the Recreation Center for 90 days, after which they may be discarded or given to charity. Currency turned in will be documented and sent to Administrative Services for tracking and processing. As per City of Cody Lost and Found Policy:

1. Unclaimed items (towels, suits, clothing, shoes, etc.) will be held at the Recreation Center until the 1st and 15th of each month, after which they may be discarded or given to charity.
2. Personal care, beauty items and garments will be discarded immediately.

MEMBERSHIP

All Recreation Center memberships will be for a designated time period. Upon completion of a written contract members will be issued a membership card and key fob with an expiration date. In addition, each family member included on the membership will be issued an individual ID card. Lost or stolen cards may be replaced for an additional fee of \$10.

Members shall be provided with a complete set of policies and procedures at the time of membership purchase or upon request. **Memberships are non-transferable and non-refundable.** City may grant exceptions based on hardship situations.

SPECTATORS

Spectators will be welcomed into the facility during special activities and programs. Each spectator must sign-in at the registration desk and must remain in the designated area; otherwise they will be asked to pay the daily fee or leave the facility.

AGENDA ITEM SUMMARY REPORT

Street Closure –2016 Cody Country Horse Sale

ACTION TO BE TAKEN

Street Closure:

Consider a request from John Darby, Irma Hotel for the closure of 12th Street, between Sheridan Avenue and Beck Avenue, from 9:00 a.m. on Friday, May 6th, 2016, through Sunday, May 8th, 2016, at 7:00 a.m.

Additional Barricades

Although event organizers have some barricades, they are requesting additional barricades from the City so that all alleys and drives can be blocked off within the event area

SUMMARY OF INFORMATION

John Darby, Irma Hotel is requesting permission to hold the annual “Cody Country Horse Sale” event on 12th Street, between Sheridan Avenue and Beck Avenue, on Friday, May 6th, 2016, through Sunday, May 10th, 2016. The two (2) day event typically commences at 12:00 p.m., Friday, through Sunday, at 12:00 p.m. Friday is a set-up day with Saturday being the actual day for festivities. Sunday morning will be use to tear down corals, barricades and clean the street. The event consists of a horse sale and horsemanship related demonstrations.

FISCAL IMPACT

Fiscal impact to the City of Cody will be minimal. The event organizers are only requesting that City assist them with some barricades during the event. All set-up and tear down will be completed by event organizers. At the completion of the event, organizers will cover any costs incurred in the cleaning of the street.

ALTERNATIVES

The Irma Hotel would need to select a different public location and submit another closure request, or private property should the Council deny this request.

RECOMMENDATION

1. Require applicant to provide proof of liability insurance.
2. Approve or deny request

ATTACHMENTS

1. City of Cody Agenda Request Forms

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

MEETING DATE: APRIL 5, 2016
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

2016 Street Closure Request from The Cody Gunfighters

ACTION

The closure of 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 5:30 p.m. through 7:00 p.m., from June 1, 2016 through September 30, 2016 for the Cody Gunfighters nightly show. Additionally, the Council would be approving the discharge of firearms within the City.

BACKGROUND

The "Cody Gunfighters" are requesting permission to hold their annual June through September entertainment event on 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue.

In the past the Council has approved the discharge of firearm within the City for this event and has the authority to do so per Ordinance 5-4-1: No person shall discharge any firearm or air gun of any type or description within the city, except by permission of the chief of police or the city council, granted for special occasions, except in proper position for firing salutes or by command of a proper military or police officer in the performance of official duty, or in a shooting range or gallery authorized by the governing body. Special occasions for which permission may be granted shall include, but not be limited to, parades, festivals, demonstrations, exhibits, mock gunfighter performances, wild west shows and rodeos.

The City Council has approved this request in the past.

This section of 12th Street is subject to closure requests for other events during the year.

SUMMARY

The purpose of this closure is to allow the "Cody Gunfighters" to entertain the general public and visitors of Cody. The Cody Gunfighters will provide a scripted theatrical type event that re-enacts old western days.

The Cody Gunfighter presentation will take place during the following time period:

June 01, 2016 through September 30, 2016
Monday through Saturday,
5:30 PM through 7:00 PM.

No alcohol will be permitted in the street.

FISCAL IMPACT

AGENDA ITEM NO. _____

There is no fiscal impact to the City of Cody.
The event organizers provide the barricades, signage, and personnel for set-up and tear-down.
The event organizers clean the street following each performance.

ALTERNATIVES

The Gunfighters would need to select a different public location and submit another closure request, or private property should the Council deny this request.

RECOMMENDATION

1. Staff recommendation is that this request be approved for the above time frame, including no alcohol allowed in the street.
2. Require applicant to provide proof of liability insurance.

ATTACHMENTS

1. City of Cody Agenda Request From

AGENDA & SUMMARY REPORT TO:

John Darby

City of Cody Agenda Request Form

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

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

Name of person to appear before the Council John C. Darby
Organization Represented IRMA HOTEL
Date you wish to appear before the Council April 5, 2016
Mailing Address 1192 Sheridan Ave Telephone 307-587-4221
E-Mail Address CAMILLA@IRMAHOTEL
Preferred form of contact: Telephone LITEN E-Mail _____
Names of all individuals who will speak on this topic John C. Darby
Event Title (if applicable) Cody Country Horse Sale
Date(s) of Event (if applicable) May 6+7 2016
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Closing of Street for Horse Sale

Which City employee(s) have you spoken to about this issue? None
Signature John C. Darby Date Mar 18, 2016

City of Cody Agenda Request Form

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Name of person to appear before the Council John Darby
Organization Represented IRMA HOTEL
Date you wish to appear before the Council April 5, 2016
Mailing Address 1192 Sheridan Ave Telephone 307-899-8963
E-Mail Address CAMILLA@IRMAHOTEL
Preferred form of contact: Telephone other E-Mail _____
Names of all individuals who will speak on this topic John Darby
Event Title (if applicable) Cody Gunfighters
Date(s) of Event (if applicable) May 30 - Aug 31 - 611-9130*
Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Closing Street For Gunfight

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

Signature [Signature] Date 3/18/2016

called 3/28 confirmed dates to stay same as previous request

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Name of person to appear before the Council Jeremy Blacklock

Organization Represented Cody Fire Department

Date you wish to appear before the Council _____

Mailing Address 1125 11th St Telephone 527-8782

E-Mail Address mookie@cody1@yahoo.com

Preferred form of contact: Telephone _____ E-Mail

Names of all individuals who will speak on this topic _____

Event Title (if applicable) Cody Fire School

Date(s) of Event (if applicable) 29 April - 1 May

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) Closing 11th St between Sheridan and Beck from Noon 29 April to 5pm 1 May

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

Signature [Signature] Date 7 March

MEETING DATE: APRIL 5, 2016
DEPARTMENT: PARKS AND RECREATION
PREPARED BY: RICK MANCHESTER,
DIRECTOR
PRESENTED BY: RICK MANCHESTER,
DIRECTOR

AGENDA ITEM SUMMARY REPORT
Addendum to JL Engineering Contract
for professional services Beck Lake Park Shop

ACTION TO BE TAKEN:

Request that City Council to authorizes the Mayor to sign a contract addendum that increases the professional services agreement by \$6,000.

SUMMARY OF INFORMATION:

The addendum is required due to the additional cost of re-bidding the Park Shop renovation project. The original contract balance is \$14,503.28. The additional \$6,000 will bring the agreement to the balance amount not to exceed \$20,503.

FISCAL IMPACT

Additional cost of \$6,000.

ALTERNATIVES

Do not complete the project

ATTACHMENTS

1. Contract
2. Addendum

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

MEETING DATE: APRIL 7, 2015
DEPARTMENT: PARKS, REC, AND PUBLIC FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER

Paul Stock Aquatic and Recreation Center Professional Services for Park Shop Floor Renovation

ACTION TO BE TAKEN

Pending legal review and approval of the agreement, staff requests that the City Council authorizes the Mayor to sign contract and related documents with JL Engineering to provide professional services for the design, bid, build, and construction administration for the Park Shop floor renovation.

SUMMARY OF INFORMATION

The majority of the work is based on extensive concrete floor damage, horrible subsurface conditions, and wall repairs. There will be some interior work for offices and employee areas. The project includes professional services to complete designs, bid, build, construction observation, and project close-out. The design team includes consulting for structural engineering, soils testing, mechanical, architecture, and utilities.

The City used a request for proposal (RFP) process based on qualifications and time frame. We advertised three times in the local newspaper to solicit qualified consultants. The City Engineer, Parks Supervisor, and Parks and Rec Director rated the two proposals we received and negotiated a fair cost for services. The consultant has indicated that our budget will be sufficient to complete project.

Project Details

This proposal is requesting professional design services related to the following scope of work:

1. Develop bid documents including plans and specifications for repairing the damaged floors and walls at the Parks Shop. It is believed that the floor has become damaged due to inadequate compaction of fill materials over which the floor was poured.
2. The design consultant will look at all alternatives and determine the most cost effective approach to address the heaving, cracking and subsiding concrete floors.
3. Alternatives include removal of all interior walls, removal of concrete floor, and removal of all fill materials, install fill materials utilizing proper compaction techniques. Re-pour the floor for total removal of all interior walls, removal of concrete floor, draft and utilize helical piers for floor support and pouring all new floors with drains.
4. Work within the existing pre-manufactured building system, of 6" reinforced concrete slab, floor drain with sump, re-establish walls and utilities. The project may require at least one public meeting and presentation of the final plan to Cody City Council.

FISCAL IMPACT

The shop project is budgeted for \$400,000. Including professional services the engineer estimates are \$300,000 to \$350,000 to construct the floors, walls, and staff areas. Construction timeframe is six to nine months to complete construction.

Cost of engineer services are outlined in the bid table below.

Phase 1	Design Services		\$ 32,860
Phase 2	Construction Bidding Services		\$ 5,760
Phase 3	Construction Administration Services		\$10,500
Phase 4	Project Close-Out		\$4,000
Reimbursable Items	Printing, travel, etc.		\$750 or Invoiced Price
Other terms			
		Total Not to Exceed amount	\$53,870

ALTERNATIVES

1. Award the Project to JL Consulting.
2. Reject all quotes.

INCLUDED ITEMS

1. Contract

RECOMMENDATION

Staff recommends that the Mayor and Council award the contract.

AGENDA & SUMMARY REPORT TO

JL Engineering, LLC
Justin F. Lundvall, P.E.
PO Box 3125
Cody WY 82414
Phone 307.272.4399
Justin15123@hotmail.com

DRAFT

Agreement Date: March 27, 2015

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT between City of Cody, 1338 Rumsey Ave, Cody, WY (CLIENT) and JL ENGINEERING, LLC, P.O. Box 3125, Cody, WY 82414 (JL ENGINEERING, LLC) shall be effective as of the date of the last signature below. CLIENT and JL ENGINEERING, LLC agree that JL ENGINEERING, LLC will perform the following services:

PROJECT: Renovation of City of Cody Beck Lake Parks Maintenance Shop

SCOPE OF SERVICES: See submitted proposal/response to RFQ/RFP dated March 5, 2015.

REPRESENTATIVES: CLIENT: Mr. Rick Manchester, Director

JL ENGINEERING, LLC: Mr. Justin F. Lundvall

COMPENSATION by CLIENT to JL ENGINEERING, LLC: Reimbursement to JL Engineering, LLC shall be a not to exceed amount of \$53,870 as submitted in the RFQ/RFP proposal/response dated March 5, 2015.

The following attachments are hereby made a part of this AGREEMENT:

Soil Conditions & Existing Structure Waiver (1 page)

Provisions (4 pages)

RFQ/RFP Submittal dated March 5, 2015

Services covered by this AGREEMENT will be performed in accordance with the attached PROVISIONS and any Exhibits, Attachments, and/or Schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

In witness whereof, persons authorized to commit resources of the respective parties have executed this AGREEMENT as follows:

Accepted for **City of Cody**

By _____

Title _____

Date _____

Accepted for **JL ENGINEERING, LLC**

By _____

Title _____

Date _____

Fed. ID No. 20-3463959

Agreement Date: March 27, 2015

SOIL CONDITIONS

I, _____ (CLIENT OR CONTRACTOR) hereby state that I am aware of and appreciate the risks, hazards and potential damage to a structure's foundation and/or portions of a structure in general depending upon the soil conditions surrounding the structure, water drainage in the vicinity of the structure and water usage by the owner.

JL ENGINEERING, LLC, makes no claims or warranties, express or implied, regarding the conditions of soils surrounding a job site. It is NOT JL ENGINEERING, LLC'S responsibility unless per nature of the job and contract and/or directed by owner/client to: verify soil conditions; conduct proper and adequate soil testing; coordinate proper foundation/structural engineering or other engineering; perform or approve sub excavation and structural fill; or to take any steps to ensure safeguards regarding such matters.

EXISTING STRUCTURE

JL ENGINEERING, LLC, makes no claims or warranties, express or implied, regarding the existing structure and possible deficiencies from prior engineering or construction. If deficiencies are found or observed by JL Engineering, LLC or one of its sub-consultants, the owner/client will be advised and effort will be made to assess the deficiency and coordinate possible repairs with the owner/client. This work may be outside of the scope of the current agreement and will be discussed further with the client/owner before proceeding with remedial measures.

PROVISIONS

SECTION 1 - SERVICES OF JL ENGINEERING, LLC

A. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for JL Engineering, LLC to proceed with the Work as scheduled, unless otherwise provided for in this AGREEMENT.

B. Basic Services

JL Engineering, LLC shall provide for CLIENT the services as described in this AGREEMENT within the periods stipulated herein. Services will be paid for by CLIENT as indicated herein.

C. Changes/Additional Services

The CLIENT may at any time during the term of this AGREEMENT make changes within the general scope of the AGREEMENT. If such change increases the cost of, or time for, performing the services hereunder, an equitable adjustment shall be made in the payment to JL ENGINEERING, LLC and/or the time for performance. Services requested of JL ENGINEERING, LLC, not specifically described in the Scope of Work, shall be Additional Services. Additional services will be paid for by CLIENT at the rates indicated in the Agreement or as specifically agreed to in writing between the parties.

D. Schedule

JL ENGINEERING, LLC'S services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion. Unless specific periods of time are specified in this AGREEMENT, JL ENGINEERING, LLC'S obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

SECTION 2 - PAYMENT TO JL ENGINEERING, LLC

A. Invoicing

JL ENGINEERING, LLC will submit monthly invoices to CLIENT for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with JL ENGINEERING, LLC'S standard invoicing practices. Such invoices will represent the value of the completed Scope of Work and will be in accordance with the terms for payment in the AGREEMENT not to exceed \$53,870 plus approved reimbursable expenses.

If CLIENT directs JL ENGINEERING, LLC to invoice another, the CLIENT agrees to be responsible for JL ENGINEERING, LLC'S compensation unless the other party's written acceptance of all terms in this agreement and JL ENGINEERING, LLC extends credit to the third party.

B. Progress Payments

Invoices are due and payable within 30 days of receipt. If CLIENT fails to make payment due JL ENGINEERING, LLC for services and expenses within 30 days after receipt of invoice, the amounts due will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, JL ENGINEERING, LLC may, after giving seven days written notice to CLIENT, suspend services under this AGREEMENT until JL ENGINEERING, LLC has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

C. Billing Disputes

CLIENT will notify JL ENGINEERING, LLC of billing disputes within 15 days. Undisputed portions of invoices are due upon receipt. Interest on unpaid balances will begin 30 days after invoice dates at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.

If work to be completed is delayed by factors beyond JL ENGINEERING, LLC'S control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, JL ENGINEERING, LLC will give CLIENT timely notice and JL ENGINEERING, LLC will receive an equitable adjustment of compensation. If JL ENGINEERING, LLC and CLIENT do not reach agreement on such compensation within 30 days of written application, JL ENGINEERING, LLC may terminate without liability to CLIENT or others.

SECTION 3 - CLIENT'S RESPONSIBILITIES

A. Furnish Data

CLIENT shall provide all criteria and full information as to CLIENT'S requirements for the PROJECT and furnish all available information pertinent to the PROJECT, including reports and data relative to previous designs or investigations at or adjacent to the site. CLIENT shall provide such legal, independent cost estimating and insurance counseling services as may be required for the PROJECT.

B. Representative

CLIENT will designate a person to act with authority on CLIENT'S behalf in respect of all aspects of the PROJECT.

C. Timely Review

CLIENT will examine JL ENGINEERING, LLC'S studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Identity of Other Consultants

CLIENT will advise JL ENGINEERING, LLC of the identity of other independent professionals or consultants participating in the design or construction administration of the PROJECT and the scope of their services.

E. Prompt Notice

CLIENT will give prompt written notice to JL ENGINEERING, LLC whenever CLIENT observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of JL ENGINEERING, LLC'S Scope of Services or any defect in the Services of JL ENGINEERING, LLC or the work of any Contractor.

F. Site Access

CLIENT will arrange for safe access to and make all provisions for JL ENGINEERING, LLC and JL ENGINEERING, LLC subconsultants to enter upon public or private property as required for JL ENGINEERING, LLC to perform services under this AGREEMENT.

SECTION 4 - OBLIGATIONS OF JL ENGINEERING, LLC

A. Independent Contractor

JL ENGINEERING, LLC is an independent contractor and will maintain complete control of and responsibility for its employees and subcontractors. JL ENGINEERING, LLC shall also be solely

responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. SCOPE

JL ENGINEERING, LLC will provide the professional services specifically described in the written agreement with CLIENT. CLIENT agrees that JL ENGINEERING, LLC is not responsible for professional services that are not fairly included in this specific undertaking. Unless otherwise agreed in writing, all of the record findings, opinions, and recommendations will be provided to CLIENT in writing. CLIENT agrees not to rely on oral findings, opinions, or recommendations without our written approval.

There is an inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that conditions may change over time and across sites. JL ENGINEERING, LLC will reference field observations and sampling to available reference points. JL ENGINEERING, LLC will not survey, set, or check the accuracy of those points unless JL ENGINEERING, LLC accepts that duty in writing.

JL ENGINEERING, LLC'S duties do not include supervising CLIENT'S contractors or commenting on, overseeing, or providing the means and methods of their work, unless JL ENGINEERING, LLC accepts such duties in writing. JL ENGINEERING, LLC will not be responsible for the failure of CLIENT'S contractors to perform in accordance with their undertakings, and the providing of JL ENGINEERING, LLC'S services will not relieve others of their responsibilities to CLIENT or to others.

JL ENGINEERING, LLC will provide a health and safety program for JL ENGINEERING, LLC employees, but JL ENGINEERING, LLC will not be responsible for contractor, job, or site health or safety.

C. Performance

The standard of care applicable to JL ENGINEERING, LLC'S services will be the degree of skill and diligence normally employed by reputable professional engineers or consultants performing the same or similar services under similar circumstances, at the same time and in the same locality as JL ENGINEERING, LLC'S services are performed. JL ENGINEERING, LLC will be responsible for the technical accuracy of its services and documents resulting therefrom. JL ENGINEERING, LLC will correct deficiencies not meeting this standard without additional compensation except to the extent such deficiencies are directly attributable to CLIENT furnished information. JL ENGINEERING, LLC makes no other warranties, express or implied under this agreement.

D. Indemnification

1. To the fullest extent permitted by law, JL ENGINEERING, LLC agrees to indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against any and all claims, costs, losses and damage (including, but not limited to, attorney's fees and litigation or arbitration costs) caused solely by the negligent acts or omissions of JL ENGINEERING, LLC or JL ENGINEERING, LLC'S officers, directors, partners, employees or subconsultants in performing the services under this agreement.
2. To the fullest extent permitted by law, JL ENGINEERING, LLC'S total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of JL ENGINEERING, LLC and in part by CLIENT or any other negligent entity or

individual, shall not exceed the percentage share that JL ENGINEERING, LLC'S negligence bears to the total of all other negligent entities and individuals.

E. Publicity

JL ENGINEERING, LLC will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of CLIENT.

SECTION 5 - REPORTS AND RECORDS

A. Reuse of Documents

All documents are instruments of service in respect to this PROJECT, and JL ENGINEERING, LLC shall retain ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the PROJECT. Any reuse without written verification of JL ENGINEERING, LLC will be CLIENT'S sole risk.

Copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the JL ENGINEERING, LLC. Files in electronic media format are furnished for convenience.

Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of JL ENGINEERING, LLC, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by JL ENGINEERING, LLC. JL ENGINEERING, LLC will not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

JL ENGINEERING, LLC makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by JL ENGINEERING, LLC at the beginning of this PROJECT.

B. Ownership of Documents

JL ENGINEERING, LLC and CLIENT shall retain ownership of reports, notes, calculations, and other documents, which are instruments of service to CLIENT. JL ENGINEERING, LLC'S plans and reports are for CLIENT'S use only for the purposes disclosed to JL ENGINEERING, LLC. CLIENT may not transfer reports to others or use them for a purpose for which they were not prepared without written approval, which will not be unreasonably withheld. At CLIENT'S request, JL ENGINEERING, LLC will provide endorsements of our plans, reports, or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement and only if we are paid the administrative fee stated in our then current Schedule of Charges.

If CLIENT does not pay for services as agreed, JL ENGINEERING, LLC may retain all plans, reports, and work not yet delivered to CLIENT and all reports and other work in CLIENT'S possession must be returned to JL ENGINEERING, LLC. Plans, reports and other work may not be used by CLIENT for any purpose whatsoever until they are paid for in full.

SECTION 6 - GENERAL LEGAL PROVISIONS

A. Termination

1. CLIENT may terminate this AGREEMENT for convenience. In such event, JL ENGINEERING, LLC will be entitled to compensation for Services performed up to the date of termination. JL ENGINEERING, LLC will not be entitled to compensation or profit on Services not performed.
2. The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, and defaulting party does not commence correction of such nonperformance within five days of written notice and diligently completes the correction thereafter.
3. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except indemnification obligations, will be terminated upon completion of all applicable requirements of this AGREEMENT.

B. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Indemnities and express representations shall survive termination of this AGREEMENT for any cause.

C. Wyoming Law and Venue

The parties agree that any action at law, suit in equity, or judicial proceeding for the enforcement of this AGREEMENT or any provision thereof shall be instituted only in the courts of the STATE OF WYOMING, and it is mutually agreed that this AGREEMENT shall be governed by the laws of the STATE OF WYOMING, with venue in the Fifth Judicial District Court, Park County, Wyoming, both as to interpretation and performance.

D. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than JL ENGINEERING, LLC and CLIENT and has no third party beneficiaries.

E. Limits of Agreement

This instrument contains the entire AGREEMENT between the parties, and no statement, promise or inducements made by either party or agents of either party, which are not contained in the written AGREEMENT shall be valid or binding. This AGREEMENT supersedes all prior written or oral understandings. This AGREEMENT may not be enlarged, modified or altered except by a duly executed written instrument.

F. Consequential Damages

Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

SECTION 7 - LIMITATION OF LIABILITY

JL ENGINEERING, LLC will not be liable for special, incidental, consequential, or punitive damages, including, but not limited to, those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

JL ENGINEERING, LLC will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. JL ENGINEERING, LLC will not be liable unless CLIENT has notified JL ENGINEERING, LLC of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless CLIENT has given us an opportunity to investigate and to recommend ways of mitigating damages.

JL ENGINEERING, LLC'S fees for services are small in relation to the risk. For CLIENT to obtain the benefit of a fee which includes reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and CLIENT agrees to indemnify us from all liability to others in excess of that amount. If CLIENT is unwilling to accept this allocation of risk, JL ENGINEERING, LLC will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this agreement, CLIENT provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate JL ENGINEERING, LLC for the greater risk undertaken. This increased fee is not the purchase of insurance.

If CLIENT fails to pay JL ENGINEERING, LLC within 60 days following invoice date, JL ENGINEERING, LLC may consider the default a total breach of this agreement and, at JL ENGINEERING, LLC'S option, terminate all duties without liability to CLIENT or to others.

If JL ENGINEERING, LLC is involved in legal action to collect compensation, CLIENT agrees to pay JL ENGINEERING, LLC'S collection expenses, including reasonable attorney fees. If CLIENT makes a claim against JL ENGINEERING, LLC that is resolved in JL ENGINEERING, LLC'S favor, CLIENT will reimburse JL ENGINEERING, LLC'S costs of defense, including, but not limited to, reasonable attorney and expert witness fees.

It is customary for the consultant that provides design recommendations to be retained to provide observation and related services during construction. If JL ENGINEERING, LLC is not retained to provide continuing services, CLIENT agrees to hold JL ENGINEERING, LLC harmless from all claims, losses, and expenses arising out of any interpretations, clarifications, substitutions, or modifications of JL ENGINEERING, LLC'S work provided to CLIENT or others. If JL ENGINEERING, LLC is retained to provide observation and related services during construction, JL ENGINEERING, LLC'S services will not in any way have any right to control the work, stop the job, supervise or coordinate subcontractors, direct the contractor's means, methods, techniques, sequences or procedures of construction, and safety precautions and programs.

SECTION 8 - GENERAL CONSIDERATIONS

A. 8.01

Standards of Performance

A. CLIENT shall be responsible for, and JL ENGINEERING, LLC may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to JL ENGINEERING, LLC pursuant to this Agreement. JL ENGINEERING, LLC may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

B. CLIENT shall make decisions and carry out its other

responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of JL ENGINEERING, LLC.

C. Prior to the commencement of the Construction Phase, CLIENT shall notify JL ENGINEERING, LLC of any variations from any notice or certification that JL ENGINEERING, LLC will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and JL ENGINEERING, LLC shall reach agreement on the terms of any such requested notice or certification, and CLIENT shall authorize such Additional Services as are necessary to enable JL ENGINEERING, LLC to provide the notices or certifications requested.

D. JL ENGINEERING, LLC shall not be required to sign any documents, no matter by whom requested, that would result in the JL ENGINEERING, LLC's having to certify, guarantee or warrant the existence of conditions whose existence the JL ENGINEERING, LLC cannot ascertain. CLIENT agrees not to make resolution of any dispute with the JL ENGINEERING, LLC or payment of any amount due to the JL ENGINEERING, LLC in any way contingent upon the JL ENGINEERING, LLC's signing any such certification.

E. During the Construction Phase, JL ENGINEERING, LLC shall not supervise, direct, or have control over Contractor's work, nor shall JL ENGINEERING, LLC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

F. JL ENGINEERING, LLC neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

G. JL ENGINEERING, LLC shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except JL ENGINEERING, LLC's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of JL ENGINEERING, LLC.

B. 8.02

Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, JL ENGINEERING, LLC and CLIENT shall designate specific individuals to act as JL ENGINEERING, LLC's and CLIENT's representatives with respect to the services to be performed or furnished by JL ENGINEERING, LLC and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

C. 8.03

Design without Construction Phase Services

A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, JL ENGINEERING, LLC's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase.

B. It is understood and agreed that if JL ENGINEERING, LLC's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the JL ENGINEERING, LLC that may be in any way connected thereto.

D. 8.04

City of Cody, Wyoming Provisions

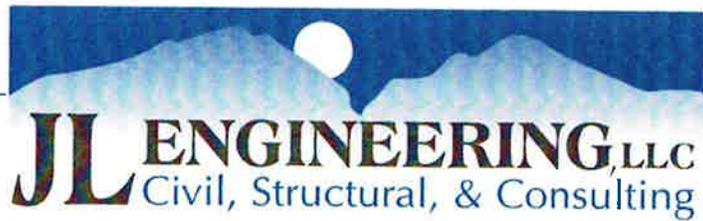
A. **Governmental Immunity.** CLIENT does not waive governmental immunity by entering into this Agreement, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-101 through 121 and all other applicable law, state or otherwise, and any amendments thereto.

B. **Availability of Funds.** Each payment obligation of CLIENT 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 CLIENT, the Contract may be terminated by CLIENT at the end of the period for which the funds are available. CLIENT shall notify JL ENGINEERING, LLC at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to CLIENT in the event this provision is exercised, and CLIENT 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 CLIENT to terminate this Contract in order to acquire similar services from another party.

C. **Award of Related Contracts.** CLIENT may undertake or award supplemental or successor contracts for work related to this Contract. JL ENGINEERING, LLC shall cooperate fully with other contractors and CLIENT in all such cases.

D. **Kickbacks.** JL ENGINEERING, LLC 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 JL ENGINEERING, LLC breaches or violates this warranty, CLIENT may, at its discretion, terminate this Contract without liability to CLIENT.

E. **Insurance.** Professional Liability or Errors and Omissions Liability Insurance. JL ENGINEERING, LLC shall provide proof of professional liability insurance or errors and omissions liability insurance to protect the State and the Agency from any and all claims arising from JL ENGINEERING, LLC'S alleged or real professional errors, omissions or mistakes in the performance of professional duties in an amount not less than One Million Dollars (\$1,000,000.00).



March 5, 2015

Mr. Rick Manchester, Director
Paul Stock Recreation Center (Parks Shop Renovation)
P.O. Box 2200
1402 Heart Mountain Street
Cody, WY 82414

**RE: QUALIFICATIONS AND PROPOSAL FOR CITY OF CODY BECK LAKE PARKS
MAINTENANCE SHOP**

Dear Mr. Manchester:

I would like to thank yourself and the City of Cody for the opportunity to submit a qualifications and proposal packet for the proposed renovations of the Beck Lake Parks Maintenance Shop. As per your Request for Qualifications and Proposal a project team has been assembled to meet the requirements and needs of the Project. Discussions have also been made with Mr. Scott King of the City of Cody in order to confirm what team members will be needed. The Project Team assembled to meet the goals and requirements for the renovation include the firms of, JL Engineering, LLC, Mountain States Consulting, and GeoScience, PLLP.

In response to your request please find enclosed the requested information as detailed in the RFQ/RFP. As discussed if our Project Team is selected a Certificate of Professional Liability Insurances will be provided. If additional policies are required of the Project Team this matter will be discussed and may change the proposed cost breakdown.

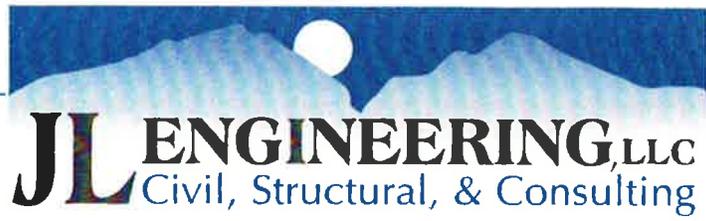
The submittal cost breakdown and times are based on the information and scope provided to date. If upon receiving the opportunity to provide services to the City of Cody further information or additional plans are obtained that change the scope of the project the Project Team reserves the right to negotiate the proposed fees and scheduling. Additionally, this right is reserved if after project meetings with you or staff changes are made to the scope of the project.

I would like to thank you and the City of Cody on behalf of the Project Team for taking the time to review the submitted qualifications and proposal. If you have any questions about the proposal, the team qualifications, or would like to set up an interview, please feel free to contact me at your convenience.

Sincerely,

Justin F. Lundvall, P.E.
Member/Manager

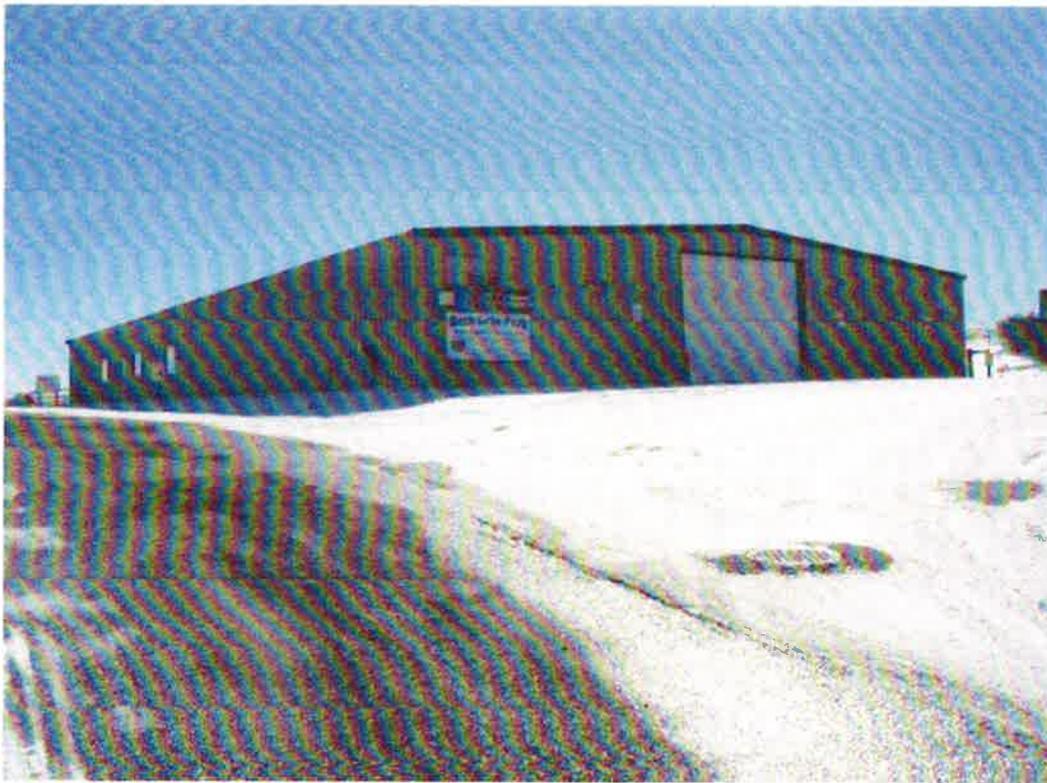
Encls.



Beck Lake Parks Maintenance Shop

Request for Qualifications and Proposal for Renovations

Prepared for: The City of Cody



Prepared by:

**JL Engineering, LLC
Cody, Wyoming**



City of Cody Beck Lake Parks Maintenance Shop Renovation

Statement of Interest & Qualifications

JL Engineering, LLC

Justin F. Lundvall, PE

P.O. Box 3125

Cody, WY 82414

(307) 272-4399

JustinL5123@hotmail.com

The Project Team of JL Engineering, LLC, Mountain States Consulting, and GeoScience, PLLP offers experience in design, project management, construction observation, and a common sense approach to seek cost-effective, reliable solutions for client projects. We strive to give our clients a quality product for a reasonable price by being thorough and accountable for the work and services provided. Our firms are responsive to the client's desires and needs and work to communicate directly with the client to obtain solutions that adhere to applicable codes and requirements to meet the responsibilities and duties of a licensed professional engineering firm. Considering the collective team members the Project Team provides the following services, expertise, and capabilities:

- The ability to communicate and work with clients, direct communication with Team Personnel
- Commercial, Residential and Transportation Design
- Geotechnical Investigation and Design Recommendations
- Project Management and Construction Administration/Observation
- Design of Foundation and Structural Components
- Capabilities to provide computer generated details, construction documents and bidding services

The Project Team has experience with foundations and structures that are very similar to the Beck Lake Maintenance Shop building. Additionally, the team in different capacities has dealt with problematic soils and foundation conditions for various structure types in and around the Cody area. Please see the enclosed Example Projects and the Resumes & Experience Sections for examples of past projects and experience of the Project Team.

As local firms we are interested in providing engineering services to the community in an effort to improve the quality of life for its residence. This is accomplished by ethical, responsible, and professional work on a variety of projects including commercial, residential, and transportation. The proposed Beck Lake Maintenance Shop Renovation would be such a project. With the combined experience, resources, and capabilities of the Project Team, we can provide the City of Cody with the design and engineering services that are necessary for the success of this Project.

Project Description

As presented in the RFP/RFQ package, site visits, the pre-submittal meeting, and conversations with City of Cody Personnel the Project entails corrective or remedial measures to repair the exhibited damage being displayed in the concrete slab and interior of the City of Cody Beck Lake Parks Maintenance Shop. As presented the overall budget for the Project budget is estimated to be \$400,000 with a desired time of completion by July of 2015 (City's fiscal year end). The Project is considered to be more budget sensitive than time.

The existing facility was originally used as the City's Water Treatment Plant. According to plans and City of Cody Council Minutes it appears that the existing facility was constructed for the City Water Department in 1981. Additional plans/details indicate that the facility was re-configured and possibly re-constructed somewhere late in 1993 and into 1994 to the current configuration.

With the reconstruction, the settling basins and pits of the treatment plant were filled in. The material used for the backfill is unknown and based on Staff recollection there was no methods of compaction other than truck traffic from dump trucks coming in and out hauling the fill material in. Additionally, it was not certain if the basin and pit walls were left in when the facility was reconfigured.

Within approximately a year after completion of the reconstruction movement issues were noticed. Water pipes that were attached to walls pulled apart. Additionally, at some point repair work was conducted in one of the interior restrooms. The slab was removed exposing a 2'-3' void. The movement had allowed the toilet to pull away from the sewer line allowing sewage to dispense into the ground.

At one point in time, a repair attempt was made by mudjacking the slab. The quantity of material pumped under the slab was unknown. As recognized by this RFP/RFQ and the visual displayed damage this remedial attempt did not give a long term fix to the damaged slab and movement issues.

The movement appears to be caused by potential settlement of the non-compacted fill material. However, during on-site visits of the structure the break room area appears to be one location that either has remained solid and has had settlement on both sides, heaved, and/or possibly a combination of settlement and heave. This area could potentially be a location where a walkway was for the settling basins/pits, where the mudjacking effort created a solid support, or the possibility of small area of expansive material is found.

Other locations show signs of extreme settlement. This is indicated where interior walls are "hung" from the roof beams, gaps of 3" (+/-) are displayed between the bottom of the wall and the top of the slab. Cracking and differential movement is evident in the slab throughout the majority of the filled-in/reconstructed area. Visually, it appears that for the most part the exterior foundation and column supports have performed adequately compared to the reconstructed area. However, in the office area on the exterior wall near the exterior door there is a location that has the visual appearance of a possible dip.

Current concerns with the Project are essentially based on what are the actual conditions underneath of the slab. Some of the concerns include but are not limited to the following:

- What was used for backfill material
- The depth of the backfill and bottoms of the basins/pits
- If there might be water seepage or hydrostatic pressure from Markham Reservoir
- Depth to competent supporting material
- If the concrete pit/basin walls were left in place, if so the condition of the concrete
- Verify existing perimeter foundations and depending on remedial measures chosen if the in-place soil will support the foundations during construction. For example if the existing basin/pit walls are in place are they providing some lateral support for the in-place soil supporting the foundations? Additional, verify the condition of the existing concrete.

These issues makes it problematic in proposing the most feasible and economical method to attempt to remediate the problems. This in turn makes a design quote and construction schedule estimate challenging to figure.

Contractors have been consulted as to proposed different remedial measures for the Project. Estimating the construction time frame can vary widely based on what is underneath the slab and the potential proposed remedial construction method.

However, several options are proposed including geotechnical and exploratory investigations during the "Design" Phase. These investigations would help to alleviate the listed concerns and provide a better idea and understanding of what is being dealt with and present options to consider for the most economical and feasible solution.

Statement of Experience & Capabilities

A Project Team has been assembled in order to provide the required services for the completion of this project. The team consists of the firms of JL Engineering, LLC, Mountain States Consulting, and GeoScience, PLLP. JL Engineering, LLC will be the primary or lead firm for this project. Considering the collective team members the Project Team provides the following services, expertise, and capabilities:

- The ability to communicate and work with clients, direct communication with Team Personnel
- Commercial, Residential, and Transportation Design Experience
- Geotechnical Investigation and Design Recommendations
- Project Management and Construction Administration/Observation
- Design of Foundation and Structural Components
- Capabilities to provide computer generated details, construction documents and bidding services

Please see the enclosed organizational chart for a list of the key personnel, the team members expected duties, and services provided by that member. As expected when working with a team some of the duties will be specific to that team member while others may overlap to obtain the desired results. The team will complement each others roles in an effort to maximize efficiency and meet the proposed project schedule. Additional detailed information pertaining to the individual members and their qualifications can be found in the team members' Resumes & Experience section.

The Project Team consists of, for the most part, local Cody professionals. In addition, we have supplemented the team with professionals in geotechnical engineering an area that is not provided locally. However, GeoScience, PLLP has worked on various projects in Cody and the surrounding area. As can be seen in more detail in the Resume & Experience Section the Team members have a range of experience dealing with foundations and structures types similar to the Beck Lake Maintenance Shop. With the pieces of the team complementing and drawing from this experience we are confident that we can provide the City of Cody with the engineering services that are required for a successful project.

Furthermore, the team in a range of capacities has worked with contractors on an assortment of residential and commercial projects during construction in order to obtain a completed end project that meets applicable codes and desired results. This is done as a cooperative effort of representing the client and the project requirements and collaboration with the contractor.

Related Projects

As can be seen in the supplied Resumes & Experience details the Project Team has a wide range of professional and related project experience. In addition a brief example page of local projects is enclosed. This is a small sample of projects that represents design of foundations and slabs for structures similar to the Maintenance Shop structure. Included in the examples is the Paul Stock Aquatic and Recreation Center Weight Room Renovation. This project is a representation of work that was done in conjunction to City of Cody bidding procedures and working as a City related project.

Although the examples given are of new construction the procedures and methods would essentially be the same for the proposed renovations of the Maintenance Shop structure. Depending on project location, geotechnical information has been gathered or building code information used to facilitate the design of foundation supporting elements and slab on-grade designs. In general, the designs take into consideration the dead and live loads of the supporting exterior structure that will be carried by the column to foundation elements. The foundation elements at the columns often consist of a spread footing or pier type footing to disperse and/or transfer the loads to the supporting soil and meet requirements of frost depth.

Additionally, the intended use of the building is considered in the design of the slabs. Slab design can vary with proposed loading conditions including stationary equipment, interior walls, and various sized vehicles and/or vehicle paths. Furthermore, based on the use, foundation design or subsurface preparation can depend on the temperature of the structure. For example a cold storage facility may require additional design and construction procedures to prevent the soil beneath the slab from freezing which can cause frost heaves which could damage the concrete slab. A local example of this is the Smith Cold Storage Building in Cody used for the storage and distribution of ice.

A few local project examples of typical "shop" type structures with supporting steel beams and columns include the Baker Hughes Shop, Joe's Auto Shop, and the Cody Cattle Company. Additional examples and Project Team Experience is detailed in the Resumes & Experience Section.

Further, the Project Team has experience with projects constructed on potentially problematic soils. Two such projects include residential construction that were constructed in locations known for poor soil conditions. The Coe Residence was constructed on the Olive Glenn Golf Course. The soils conditions in this area can vary. This this project was located on potentially expansive soils. Geotechnical recommendations for this foundation included over-excavation of existing soils and replacing with several feet of compacted non-expansive granular material. Additionally, a geofabric material was used to aid in separation between the existing material and the backfill as well as aid in adding additional strength.

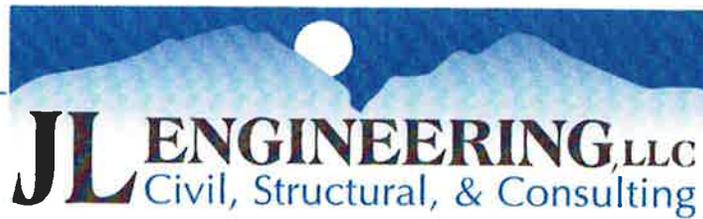
A second example of poor soil construction was the Buffkin Residence completed in the Diamond Basin area. The soils were again found to be expansive in nature lending toward

potential heave of a foundation system. To minimize potential movement and related damage the residence was constructed and supported on a deep foundation consisting of micropiles supporting grade beams with void forms.

Additionally, both of these residential structures included recommendations for drain systems in an effort to keep moisture away from the foundation and the problematic soils. This would also be a proposed recommendation in the remediation of the Maintenance Shop Building.

With the uncertainties of what is actually underneath the existing slab several design and construction methods are proposed as potential remedies. These include the use of a deep foundation system or an engineered fill.

The Project Team has the necessary experience to design foundation and slab systems that would be used in the Maintenance Shop Renovation Project. Furthermore, the Project Team has the experience in using alternative measures such as deep foundations or engineered fills to support the foundation or slabs that may be required for this Project.



Beck Lake Parks Maintenance Shop
Project Team

JL Engineering, LLC

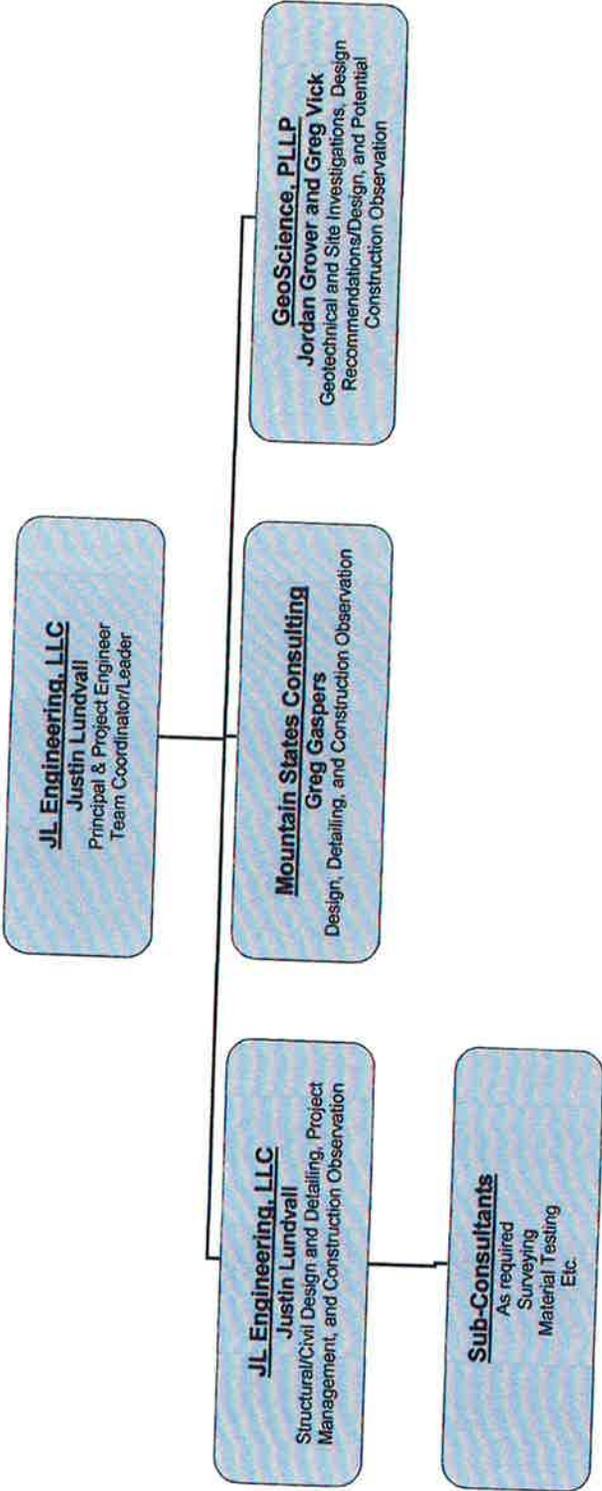
P.O. Box 3125
Cody, WY 82414
Phone: (307) 272-4399
Contact: Mr. Justin Lundvall

Mountain States Consulting

2831 Highway 120
Cody, WY 82414
Phone: (307) 587-2727
Contact: Mr. Greg Gaspers

GeoScience, PLLP

2728 Gregory Drive North
Billings, MT 59102
Phone: (406) 656-5028
Contacts: Mr. Jordan Grover or
Mr. Greg Vick



Examples of Past Projects

For Additional Projects, Experience, and Contacts please see the Resumes

Project: Baker Hughes New Shop
Blackburn Ave, Cody, WY
Foundation & Slab Design
50' x 168' (Nominal)

Client: Mr. Ed Higbie
Contacts: Mr. Ed Higbie
(307) 899-1403



Project: Boydston Shop-Joe's Auto
Big Horn Ave., Cody, WY
48' x 102' (Nominal)

Client: Mr. Andy Cowan
Contacts: Tundra General Contractors
(307) 250-6831

Contractor: Tundra General Contractors LLC
Mr. Andy Cowan
(307) 250-6831

Project: Cody Cattle Company
DeMaris Street, Cody, WY
(11,840 ft²)

Client: Mr. Greg Gaspers
Mountain States Consulting

Contacts: Mr. Greg Gaspers
(307) 587-2727



Project: Weight Room Renovation
Paul Stock Aquatic and
Recreation Center

Client: Shoshone Recreation District
Contacts: Mr. Rick Manchester
(307) 527-3484

Contractor: Tundra General Contractors LLC
Mr. Andy Cowan
(307) 250-6831

Proposed Renovation Options

Considering the uncertainty of what is going on with the supporting soil of the concrete slab it is proposed to include within the Design Phase of the Project an Investigative/Exploratory Phase which would include geotechnical investigations and a suggested level survey.

A geotechnical investigation is warranted to alleviate many of the unknowns of the subsurface conditions and concerns as expressed in the Project Description. Furthermore, with the geotechnical investigation, design recommendations can be developed for the support of the slab structure. This investigation can also potentially determine if there is subsurface water that may be affecting the performance of the supporting soils.

The level survey would be of the exterior of the building as well as the interior especially at column locations. The level survey would serve two purposes:

- 1) Verify that existing foundations and "existing" perimeter structure are performing adequately and have not had movement that may not be visible. If not alternatives and an amended scope of work may include underpinning the existing foundations.
- 2) Provide a baseline for construction, giving the ability to verify that the foundations do not move during the renovations.

Additionally, during the Investigative/Exploratory Phase it would be suggested that the existing foundations at the typical column locations be exposed. This would be done to verify what is actually there and that the concrete is still in working condition.

Currently, with the unknown conditions and the scope of work there are several alternative approaches to consider for the renovations for the Maintenance Shop Project. With the current condition of the slab it would be proposed that it be removed for all proposed remedial solutions. As can be seen around the perimeter there is a 4'-5' strip of concrete that may be able to remain in place, replacing only areas that are displaying somewhat "normal" concrete cracking.

Additionally, all interior walls would be removed. A reconfiguration of office spaces, work areas, and bathrooms would be detailed with discussions with Owner/Staff representatives.

Dependent on supporting conditions and the intended use of the structure it is preliminarily estimated that a new cast in-place 6" reinforced concrete slab would probably be sufficient. This will be verified during the design phase.

Proposed Options

Option 1- Removal and Replacement

Depending on the findings of the geotechnical investigation removal and replacement may be considered. The depth of removal would be recommended from the results of the geotechnical investigation. The replacement fill would be compacted to a specified moisture and density. Replacement can provide safe slab-on grade construction. Contingent on the depth of removal this may provide an economical support solution.

Option 2- Remolding and Compaction

If the material used for fill was of good quality and as expected in the majority of the area was not compacted properly this may be a viable option. Quality control would again be essential to ensure proper compaction at the specified moisture and density.

Option 3- Engineered/Reinforced Fill

This could be a variation of either Option 1 or Option 2. It may be desirable and more economical to use a geosynthetic to reinforce the soil to provide support for slab-on grade construction. The reinforcement may lessen the depth of removal and or increase the capacity of the existing soil.

Option 3- Deep Foundations

This would entail the use of helical piers or micropiles. Driven piles or drilled shafts could also be considered but due to limited overhead clearance would essentially eliminate them for this application. This option could be used to save construction time in removal, replacement, and compaction of soils. The piles/piers would be installed to a depth that would provide the required bearing support. Additional concrete grade beams would be designed and constructed to support the reinforced slab between pier/pile locations.

Both the helical piers and micropiles could be feasible alternatives. The choice of the pier versus the pile could depend on the materials that are encountered. Helical piers are not suitable in locations where subsurface material may damage the shaft or the helices. Soils containing cobbles, large amounts of gravel, boulders, construction debris, and/or landfill materials are usually unsuitable for helical products. Additionally, because the products have slender shafts, buckling may occur in extremely soft soil, which cannot exert sufficient lateral force on the narrow shaft.

Depending on the soils encountered during the geotechnical investigation additional test piers may be required to determine the depth of additional piers and where the required torque and

bearing is reached. Also depending on the depth required, the potentially left in place concrete bottom of the basins/pits may pose additional problems for helical piers.

If micropiles were deemed the choice to provide support the Project Team could provide a design-build approach to the micropiles themselves. Potentially offering a cost efficient solution.

Option 4- Construction of a New Facility

This option is not currently in the described scope of work as presented in the RFP/RFQ proposal. It may be considered and explored more when considering the age of the existing structure and if the existing perimeter foundation is demonstrating signs of movement. If movement is determined in the exterior foundation underpinning may be warranted. This may make a new structure more desirable.

Conceptually the new structure could be shifted to the “east” of the existing structure into the current parking lot. There is approximately 155’-160’ of space available between the existing structure and the “eastern edge” of the parking lot.

An alternative approach that could be considered would be to use a post tensioned slab over the top of the existing slab. The drawback to this would be adding elevation to the existing floor, thus having to build ramps or tapers for vehicle and pedestrian access. Additionally, access would be needed around the perimeter of the structure to be able to conduct the post tensioning.

All options can be discussed further and are based on preliminary ideas and concepts. After geotechnical investigations and recommendations are made an economical/feasibility “study” could eliminate or modify alternatives. Additionally, independent of the Renovation Option selected, it would be recommended that the potential of a drainage system be installed at a minimum around the perimeter of the building in an effort to minimize potential water infiltration into/under the structure.

Phase Responses

Phase One – Design Services

As presented the Project Team has a variety of related experience in designing concrete floors and foundation walls. This experience includes slab-on grade design, grade beam design, foundation walls for normal basement/crawlspace construction, and foundation/retaining walls in deep/sloped construction. Additionally, experience has been gathered in constructing foundations on problematic soils by using engineered fills and deep foundation design and practices based off of geotechnical recommendations.

Phase Two – Bidding Services

One example project that was given was the Paul Stock Aquatic and Recreation Center Weight Room Renovation. This project is a representation of work that was done in conjunction to City of Cody bidding procedures and working as a City related project. A Project Manual was completed with Sections used in City of Cody Projects.

Additionally, the “Rec” Center Project essentially followed the required bidding services with cooperation between the Project Team and the Owner in collaborating on various documents.

Phase Three – Construction Administration Services

Please see attached Pre-Bid Meeting Agenda for Bridge Over Alkali Creek Project. Although this is a Pre-Bid Meeting Agenda a Preconstruction Agenda would be presented very similarly.

The Project Owner should be involved and informed during the construction administration phase. This is the time where the Owner needs to see or be informed of progress and to insure that they are getting what they expect before it is too late or too costly to potentially modify the construction. The Owner should have open communication with “their” Consultant/Project Team as the Team is the Owner’s Representative.

Phase Four – Project Closeout

A final step and closure to government type or public use money type of projects. This is a formal step that again takes collaboration with the Consultant/Team and Owner in steps such as, punch list preparation and the 11-month walk-through. The Project Team has experience completing project closeouts for projects in Cody and Wyoming. Two examples would be the afore mentioned Paul Stock Aquatic and Recreation Center Weight Room Renovation and the Bridge Over Alkali Creek Project which was a Park County, Wyoming project. Both projects had closeout procedures that were similar if not identical to the listed required items.

Phase Five – Other Requirements

One option that is suggested and part of this proposal is the use of geotechnical investigations along with some potential exploratory investigations. These will add to the initial cost of “Design Fees” but they also help to eliminate or narrow down options and bring to light feasible options which then can be determined which is most economical. Additionally, the more information that is gathered initially the less unknowns there are to deal with and the better the design, which in-turn means less delays during construction, change orders, and cost changes. This also helps in Contractors being able to bid with more certainty as to what they are bidding on hopefully giving a better price to the Owner.

With any project there needs to be a certain degree of “flexibility” and the ability to adjust and take care of problems as they arise during the project. As they say it always looks good on paper but it doesn’t always work in the field. So without compromising the project or worker safety or the ultimate design/construction outcome, there needs to be flexibility where applicable and as always good communication.

The experience and approach of the Project Team on similar projects as well as previous working experience with the personnel of the Owner/Client would be beneficial to this Project.



**Pre-Bid Meeting Agenda
Bridge Over Alkali Creek
County Road 16
Job No. 100101
1:30 pm; May 9, 2011**

1. Introductions and Sign-In Sheet
 - a. Owner – Park County – Mike Collier, Project Manager & Greg Meinecke, County Engineer (June 1, 2011)
 - b. Project Engineer – JL Engineering, LLC; Justin Lundvall – PE
 - c. Contractors/Suppliers – Sign In
 - d. Utilities – Qwest, Terry Ferruzza and Energy West
2. Non – Mandatory Pre-Bid: Bids may be submitted by those not attending
3. General Work Description/Alternate Route – Work Description. Approximately 6 miles around to North side. Powell Road and Bridge will be removing tree. Flow rate minimum 165 cfs, depending on time of year looking at snow pack assume higher
4. Bid Schedules
 - a. Removal of abutments will be a minimum of 1-2 feet below flowline and what is necessary to not impede work or the installation of wire enclosed riprap.
 - b. Riprap/Abutment Removal – Neither Irrigation District is interested in the old concrete as riprap. Possibly farmers or ranchers. Addendum will have Army Corps of Engineers Public Notice/requirements.
 - c. The County will provide and haul the rock for the wire enclosed riprap.
 - d. Pile Depths 25 feet below abutment cap (1 foot embedment in cap):
Steel: Abutment No.1 (South): 4553...18, Abut. No. 2: 4552.58
Concrete: Abut. No. 1 (South): 4554.52; Abut No. 2: 4553.92
 - e. If there is not a bid item on the bid schedule for work called for on the drawings, it shall be considered subsidiary to items for which payment is being made.
 - f. Basis of award will be determined by the owner based on lowest responsible bid.
 - g. Engineer's opinion of probable construction cost depends on superstructure alternative Steel: \$290,000 Concrete: \$250,000
 - h. Bid Submittal:
 - i. Acknowledge Addenda
 - ii. Bid security – 5%

- iii. Wyoming Resident Contractor – 5% preference
- iv. 50% of work to be completed by Prime Contractor
- v. Qualifications

5. Key Dates from Agreement

Working Days will not start until Notice to Proceed is issued. This will be dependant on availability of Superstructure

a. Completion Dates

- i. Substantial Completion - 52 working days
- ii. Final Completion – plus 10 working days

b. Liquidated Damages

- i. Substantial Completion - \$500 per working day
- ii. Final Completion - \$250 per working day

c. Progress Payments

- i. Date of month due to Engineer – (how long will it take to prepare pay request)
- ii. Date due to owner –no later than 21st of the month
- iii. Owner to pay contractor within 30 days (Special Conditions 14.02)

6. Construction Scheduling and Sequencing

- a. Work Schedule – Begin Mobilization/Construction - Schedule depends on delivery of superstructure
- b. Scheduling Details & Requirements – Progress Schedule, regular updates
- c. Coordination with Property Owners – normal efforts
- d. Coordination with Property Owners – Staging areas (Contractor responsible)
- e. Other work occurring at the same time – Coordination with Qwest and possible PP&L on telephone and power lines being located on new structure

7. Permits

a. Owner/Engineer Obtained

- i. Army Corp of Engineers NWP-14
- ii. WDEQ – Increase in Turbidity
- iii. Park County Flood Plain Development Permit. Addendum (probably won't make Addendum No. 1)

b. Contractor Obtained

- i. Temporary Discharges – Storm water Permit and BMPs

- ii. Depending on temporary structure required for construction: Flow rate 2 yr event 165 cfs, depending on time of year consider snow pack possibly higher flows
- iii. Water usage

8. Utilities

- a. Conduit Sleeves, as necessary, will be provided in the retaining walls. Relocation work will be done by others.
- b. Depending on Superstructure selection hangers or sleeves for conduit hangers may be required.
- c. Allowable or unallowable interruptions in service
- d. Contractor is required to notify and coordinate all work with utilities
- e. Calling for utility locates by Contractor
- f. Gas line bored under creek channel

9. Hours and Days of Operation

- a. Monday through Friday, 7 am to 7 pm, unless otherwise approved by the Owner, Saturday's may be acceptable with Sunday's written approval by Owner
- b. Limitations – none

10. Staging Area(s)

- a. Location & Access – by Contractor
 - i. Landowner – Paul Rodriguez, Phone Number 307-754-3524
 - a. Ric Rodriguez, Phone Number 307-754-9870
- b. Trash Control
- c. Security
- d. Employee and equipment parking
- e. Porta-potty
- f. Field Trailer/Office

11. Dust Control

- a. Contractor responsibility – no direct payment
- b. Comply with DEQ Air Quality regulations

12. Shop Drawing Submittals

- a. Note any long lead time equipment

13. Key Items from Summary of Work

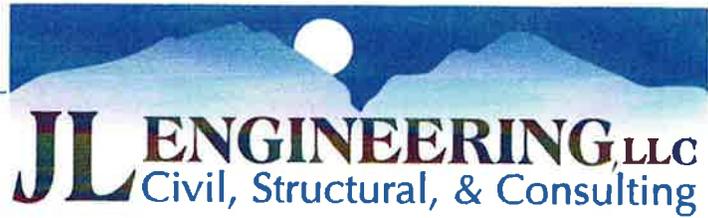
- a. Construction Water – Contractor must secure source and permitting if necessary
 - b. Construction material for embankment/road construction – Contractor must secure source.
-
- 14. WYDOT Review/Submittal of Superstructure Plans and Calculations. Turnaround
 - 15. Bids due June 6, 2011 no later than 5:00 pm MST. Delivered to County Engineer's office at 1131 11th Street, Cody WY 82414. Park County not responsible for bids delivered to any other address.
 - 16. Bids opened during regularly scheduled County Commissioners meeting June 7, 2011. Time TBD
 - 17. Anticipated award date – by June 14, 2011
 - 18. Surveying
 - 19. Testing –Contractor is responsible for , results and reports to Engineer



Professional Liability Insurance

JL Engineering, LLC

Certificate to be made available if selected for the Project



RESUMES & EXPERIENCE

Justin Lundvall – JL Engineering, LLC

Greg Gaspers – Mountain States Consulting

GeoScience, PLLP – Architect-Engineer and Related Services Questionnaire



**P.O. Box 3125
Cody, WY 82414
307-272-4399**

JustinL5123@hotmail.com

Experience

In September of 2005 Justin Lundvall founded JL Engineering, LLC. He has had the opportunity to work on a variety of projects ranging from residential to commercial projects as well as transportation projects. These projects have included foundation investigations and design, structural beams and member sizing, retaining wall design, and the design of bridge substructures as well as superstructures.

From October 2001 to January 2004, Justin was employed by Engineering Associates in Cody, Wyoming. His duties included general civil engineering pertaining to highway, county, and municipality projects. Additional duties included bridge abutment design, culvert sizing, site plans, and field (construction) observation on water lines, storm water sewers, MSEW retaining walls, and various concrete pours.

From May 2001 to October 2001, Justin was employed by Washington Infrastructure Services in Cheyenne, Wyoming. At WIS Justin's work pertained to general civil engineering for highway and municipality type of projects including MSEW retaining wall design.

Justin's work experience has allowed him to become familiar with projects from the design aspects as well as in the field and construction of various projects. Additionally, Justin has gained experience in applying and using various codes and design practices from International Building and Residential Codes to AASHTO LRFD Bridge Design Specifications.

Additional experience was obtained during the summers of 1992 and 1993 when Justin worked for Engineering Associates in Cody as a survey crewman and then a construction observer respectively. During the Fall of 1994 Justin worked for Johnson Engineering Associates performing calculations, layout, inventory, measurements in preparation of plans and details.

General

Justin is a Cody, Wyoming native and graduated from Cody High School in 1990. He currently serves as the Chairman of the City of Cody Planning, Zoning and Adjustment Board. Additionally, he is a member and current Secretary of the Cody Stampede Rodeo Committee.

Education:

- M.S. Civil Engineering – Geotechnical/Structural- University of Wyoming, 1997
- B.S. Civil Engineering- University of Wyoming, 1995

Professional Affiliations:

- Wyoming Engineering Society

Professional License:

- Wyoming Professional Engineer No. 9038
- Montana Professional Engineer No. 18335 PE (Up for Renewal)
- North Dakota Professional Engineer No. PE-7711 (Up for Renewal)

Publications:

- Published in: *47th Highway Geology Symposium – Roadway Settlement Over Culverts: Causes and Cures*
- *Mitigation of Roadway Settlement over Buried Culverts and Pipes, Master's Thesis*
- Final Report to WYDOT – *Mitigation of Roadway Settlement Over Buried Culverts and Pipes*

PROJECT EXPERIENCE

Below are a few of the projects Justin has been involved with since being self-employed and starting JL Engineering, LLC.

Commercial Projects

JL Engineering, LLC has worked with various contractors, business entities, and organizations on a variety of different commercial type projects. Examples would include:

Smith Cold Storage Building

Cody, Wyoming

Contact: Mr. Randy Smith, Mountain States Consulting, (307) 272-4093

Foundation and slab review/design for a cold storage building approximately 960 ft²

Park County Search & Rescue Building

Cody, Wyoming

Contact: Mr. Greg Gaspers, Mountain States Consulting, (307) 899-6400

Foundation and slab design for proposed new 2,750 ft² Search and Rescue Facility

Baker Hughes Foundation/Slab

Cody, Wyoming

Contact: Mr. Ed Higbie, Client (307) 899-1403

Foundation and slab design for a new 50' x 168' shop building

Boydston Shop Foundation/Slab

Cody, Wyoming

Contact: Mr. Andy Cowan, Tundra General Contractors, (307)-250-6831

Foundation and slab design for a new 48' x 102' shop building

Shoshone Recreation District

Cody, Wyoming

Contact: Mr. Andy Cowan, Tundra General Contractors, 307-250-6831

Paul Stock Aquatic and Recreation Center weight room renovation

West Park Hospital

Cody, Wyoming

Contact: Mr. Dan Latimer, D.W. Latimer, Inc. (307) 578-8243

Design of a reinforced cast in-place concrete drainage structure for the West Park Hospital addition

Cody Cattle Company

Cody, Wyoming

Contact: Mr. Greg Gaspers, Mountain States Consulting, (307) 899-6400

Foundation review for commercial/restaurant building, approximately 11,840 ft²

City of Red Lodge

Red Lodge, Montana

Contact: Mr. Skip Boyer (406) 446-1681

Plan review of a constructed shop in order to enable permitting by the State Inspector

St. Barbaras' Catholic Church

Powell, Wyoming

Contact: Joni Collier, Plan One/Architects (307) 587-8646

Renovation for an elevator lift

JL Engineering, LLC has also been involved in the sizing of beams for new construction as well as renovation projects. Examples would include Steel Buildings in Lander, Wyoming for Mr. Don Norman and Storage Unlimited in Cody, Wyoming for Mr. Larry Saunders.

Residential Projects

JL Engineering, LLC has been responsible for obtaining and in some cases interpreting geotechnical reports for foundation and retaining wall design for residential projects. Examples would include:

Mr. Mike Brosy Residence

Wapiti, Wyoming

Contact: Mr. Mike Brosy, (239) 823-9770

Remedial review/repair of cracking masonry foundation wall(s)

Mr. Hank Coe Residence

Cody, Wyoming

Contact: Mr. HR Coe, Coe Construction, (307) 899-2431

Mr. Phil Moore Residence

Cody, Wyoming

Contact: Mr. Greg Gaspers, Mountain States Consulting, (307) 899-6400

Mr. Jack Buffkin Residence

Cody, Wyoming

Contact: Mr. Jack Buffkin, Owner, (307) 899-0097

Additionally, JL Engineering, LLC has been involved in the review and design of interior beams for house construction, an example would be the Clark Residence in Cody, Wyoming (Contact: Mr. Andy Cowan, Tundra General Contractors, (307)-250-6831). Further residential work includes the foundation review and at times remedial recommendations for foundation certifications for manufactured housing.

Transportation - Bridge Projects

JL Engineering, LLC has been responsible and involved in the design or part of the design and project management including construction observation of the removal and replacement of existing structures for the following bridge construction projects:

Siphon Bridge

Freemont County, Wyoming – Marathon Oil Corporation

Contact: Mr. Terry Skinner, Marathon Oil Corp., (Northern Engineering & Consulting, Inc., (307) 527-2037

Lenore Bridge

Freemont County, Wyoming – Wind River Reservation, Eastern Shoshone & Northern Arapahoe Tribes

Contact: Mr. Wallace Gladstone, Northern Engineering & Consulting, Inc., (406) 839-2217

Bridge Over Alkali Creek – County Road 16

Park County, Wyoming

Contact: Mr. Greg Meinecke, Engineer or
Mr. Mike Collier, Project Manager, Park County, WY, (307) 527-8520

Franc's Fork Bridge

Meeteetse, Wyoming

Contact: Mr. Cory Toye, Trout Unlimited, (307) 332-7700

Howell Gulch Bridge

Red Lodge, Montana

Contact: Mr. Ted Campen, (406) 656-6227

Sleeping Giant Ski Area Bridge

North Fork Highway, Cody, Wyoming

Contact: Mr. Kevin Taylor, (406) 449-3746

Sunshine Canal Bridge

Meeteetse, Wyoming

Contact: Mr. Lee Allen, Greybull Valley Irrigation District, (307) 868-2601

China Wall Bridge

Wapiti, Wyoming

Contact: Mr. Frank Cocchia, (307) 899-3469

Additionally, JL Engineering, LLC has been involved in the review and design of mechanically stabilized earth walls (MSEW – retaining walls) and irrigation type structures, an example would be the Worland Streets Project in Worland, Wyoming (Contact: Mr. Dave Shultz, Sage Civil Engineering, (307)-527-0915).



Greg Gaspers



Owner: Greg Gaspers

Title: Manager/CADD Specialist

Description of Duties:

Mountain States Consulting has provided drafting and design services for the Big Horn Basin area since 1994. Specializing in computer aided design-drafting for commercial and residential projects. MSC will provide services from the design stage thru complete construction/bid documentation drawings. MSC utilizes state of the art computer software to generate presentation, 3 dimensional, and construction drawings/documentation. All building design will adhere to the latest state and local building codes.

Project experience past and current architectural commercial projects with MSC's involvement:

Cody Cattle Co.	Bill Thielmann	587-7555	Cody, WY
Fremont Motors	Dale Cowan Const.	587-9829	Cody, WY
Shoshone Rec. Weight Rm.	Tundra GC Construction	250-6831	Cody, WY
Big Horn Plaza	K.B. Nelson Construction	527-5621	Cody, WY
Park Co. Fire Dist. 2	Russ Wenke, Fire Marshall	527-8550	Cody, WY

MSC will provide pictures of the projects for references upon request. Thank you.

Greg Gaspers
dba Mountain States Consulting

2831 Hwy. 120

Cody, WY 82414

(307) 587-2727 office

(307) 899-6400 cell

mtstcon@yahoo.com

STANDARD FORM (SF) 254
 Architect-Engineer
 And Related Services
 Questionnaire

1. Firm Name/Business Address:

GeoScience, PLLP
 2728 Gregory Drive North
 Billings, Montana 59102

1a. Submittal is for Parent Company Branch or Subsidiary Office

2. Year Present Firm Established 2007

3. Date Prepared: Feb 5, 2015

4. Specify type of ownership and check below, if applicable. Partnership

- A. Small Business
- B. Small Disadvantaged Business
- C. Woman-owned Business

5. Name of Parent Company, if any:

None

5a. Former Parent Company Name(s), if any, and Year(s) Established:

None

6. Names of not more than Two Principals to Contact: Title/Telephone

- 1) Jordan L. Grover, PE, Geotechnical Engineer, Principal, (406) 656-5028
- 2) Greg S. Vick, PG, LEG, Engineering Geologist, Principal, (406) 656-5028

7. Present Offices: City / State / Telephone / No. Personnel Each Office

Billings, Montana, (406) - 656-5028, 3

8. Personnel by Discipline: (List each person only once, by primary function.)

___ Administrative	___ Electrical Engineers	___ Oceanographers	1 ___ Geotechnical Engineer
___ Architects	___ Estimators	___ Planners: Urban/Regional	1 ___ Engineering Technician
___ Chemical Engineers	1 ___ Geologists	___ Sanitary Engineers	___
___ Civil Engineers	___ Hydrologists	___ Soils Engineers	___
___ Construction Inspectors	___ Interior Designers	___ Specification Writers	___
___ Draftsmen	___ Landscape Architects	___ Structural Engineers	___
___ Ecologists	___ Mechanical Engineers	___ Surveyors	___
___ Economists	___ Mining Engineers	___ Transportation Engineers	___

9. Summary of Professional Services Fees

Received: (Insert index number)

Ranges of Professional Services Fees INDEX

Direct Federal contract work, including overseas	2010	2011	2012	2013	2014
All other domestic work	1	1	1	1	1
All other foreign work *	2	2	2	2	2
	1	1	1	1	1

*Firms interested in foreign work, but without such experience, check here:

10. Profile of Firm's Project Experience, Last 5 Years

Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)	Profile Code	Number of Projects	Total Gross Fees (in thousands)
1) 002	8	25	11) 068	18	56	21)		
2) 011	6	20	12) 072	6	40	22)		
3) 017	32	60	13) 076	1	4	23)		
4) 025	3	65	14) 095	5	12	24)		
5) 029	3	175	15) 097	80	200	25)		
6) 046	32	40	16) 108	24	56	26)		
7) 048	4	12	17) 114	8	12	27)		
8) 050	60	60	18)			28)		
9) 052	12	30	19)			29)		
10) 056	8	35	20)			30)		

11. Project Examples

Profile Code	"P," "C," "JV," or "IE"	Project Name and Location	Owner Name	Cost of Work (in thousands)	Completion Date (Actual or Estimated)
002	C	1 Pondera Canal & Reservoir Company, Geotechnical Evaluation of North and East Dams, Valier, MT	Pondera Canal & Reservoir Company 501 Pondera Avenue Valier, Montana	35	2010
025					
056					
029	C	2 McKinley School Micropiles and Grouting, Billings, MT	Dick Anderson Construction 1201 4 th Ave. N. Billings, Montana 59107	168	2014
097					
068					
108	C	3 Missile Launch Facilities, Air Force Communication Tower Foundation Evaluations, Numerous Sites, MT	Sabre Communications 2101 Murray Street Sioux City, Iowa 51102	65	2012
076					
097	C	4 Oregon Basin Station, Geotechnical Evaluation - Cody, WY	Marathon Petroleum Company 539 South Main Street - Rm. 3643 Findlay, OH 45840	4	2014
072					
097	C	5 United States Federal Court House, Geotechnical Over Site, Billings, MT	CTA Architects Engineers, Inc. 13 North 23 rd Street Billings, Montana 59103	12	2011
002					
025	C	6 Hepton Lake Levee Repairs and Irrigation Project, ID	Coeur d'Alene Tribe Lake Management 424 Sherman Avenue, Ste 306 Coeur d'Alene, Idaho 83814	38	2011
056					
002					
056	C	7 McKay Fork, Hydrogeological Evaluation, CO	RPM, Inc. 157 Skipper Road Belgrade, Montana 59714	5	2010
114					

050 097	C	8 Western Development, Micropiles and Grouting, Billings, MT	Sunset Construction & AT Architecture 2610 Anna Drive Billings, MT 59106	320	2013
050 097	C	9 Communication Tower Foundation Evaluations, Various Sites, MT	Montana Highway Patrol 2550 Prospect Avenue Helena, Montana 59620	25	2014
025	C	10 Green Hollow Dam Inspection, Gallatin Canyon, MT	Turner Enterprises, Inc. 113 Research Drive Bozeman, MT 59718	5	2014
046	C	11 West Downtown Phase III, Utility and Pavement Geotechnical Evaluation, Sheridan, WY	Sanderson Stewart 1300 N. Transtech Way Billings, MT 59102	6	2011
072	C	12 Government Services Administration Building, Geotechnical Evaluation, Billings, MT	GSA, Boyer Group 90 South 400 West, Ste. 200 Salt Lake City, Utah 84101	12	2011
002 056 114	C	13 Middle Dry Fork, Hydrogeological Evaluation, CO	RPM, Inc. 157 Skipper Road Belgrade, Montana 59714	5	2010
050 097	C	14 Private Residence, Geotechnical Evaluation, Wapiti, WY	Point Architects 1203 Sheridan Ave. Cody, WY 82414	3.2	2015
052 097	C	15 TrueNorth Steel, Crane and Fabrication Building Geotechnical Evaluation, Billings, MT	Sandman Consulting PC 402 21st Street South Moorhead Mn 56560	3.5	2011
017 097	C	16 Tractor Supply Building, Geotechnical Evaluation, Lewistown, MT	Edge Group PO Box 0688 Wadsworth, OH 44282	5.5	2014
025 097	IE	17 Geotechnical Evaluation of Numerous Earth Dam Structures, Browns, Bonneau, Nevada Creek, Beaver Creek, Bair, Tow, Anita, PR-19, VR-2	Bureau of Reclamation, Bureau of Indian Affairs, Montana Department of Natural Resources and Conservation, Bureau of Land Management	3,200	Previous Experience Of Partners
048 097	C	18 Butte Hospital Care and Rehabilitation Building, Geotechnical Evaluation, Butte, MT	J. Constenius & Associates 210 Parkhill Drive Whitefish, Montana 59937	6	2010
050 097	C	19 Private Residence, Geotechnical Evaluation, Billings, MT	Locati Architects 1007 East Main Suite 202 Bozeman, MT 59715	2	2014

052 097	C	20 Greybull Substation, Geotechnical Evaluation, Greybull, WY	HDR 2913 Millennium Circle Billings, Montana 59102-7444	6	2013
002 046 097	C	21 Moccasin Lake Road Improvements Project, Preliminary Geotechnical Evaluation, Wind River Reservation, WY	Northern Engineering & Consulting, Inc. 1301 Division St Billings, MT 59101	8	2011
017 097	C	22 Tractor Supply Building, Geotechnical Evaluation Cody, WY	Sage Civil Engineering 2824 Big Horn Avenue Cody, Wyoming 82414	6	2013
050 097	C	23 Goodman Development, Geotechnical Evaluation, Billings, MT	Sunset Construction & AT Architecture 2610 Anna Drive Billings, MT 59106	6	2015
052 067 097	C	24 Stillwater Mine Substation, Geotechnical Evaluation, Nye, MT	Sanderson Stewart 1300 N. Transtech Way Billings, MT 59102	5.4	2014
002 011 097	C	25 Franc Fork Bridge, Geotechnical Evaluation, West of Meeteetse, WY	JL Engineering, LLC PO Box 3125 Cody, WY 82414	9.8	2010
002 046 097	IE	26 Beartooth Highway Emergency Repairs Project, Geotechnical Evaluation, Red Lodge, MT	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	65	Previous Experience Of Partners
002 025 097	IE	27 Hume Draw Reservoir, Preliminary Geotechnical Evaluation, Sheridan, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	12	Previous Experience Of Partners
095 097 099	IE	28 Cell 9 Slope Stability Evaluation, City of Sheridan Landfill, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	14	Previous Experience Of Partners
046 095 097	IE	29 Dana Avenue Slope Stability Evaluation, Sheridan, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	15	Previous Experience Of Partners
002 097	IE	30 Gillespie Draw Reservoirs, Preliminary Geotechnical Evaluations, Sheridan, WY	HKM Engineering, Inc. 222 North 32nd Street Billings, MT 59101	8	Previous Experience Of Partners
12. The foregoing is a statement of facts			Date: February 5, 2015		
Signature: _____			Typed Name and Title: Jordan L. Grover, PE, Principal		

ESTIMATED PROJECT SCHEDULE
 City of Cody Beck Lake Parks Maintenance Shop

ITEM	DESCRIPTION	NUMBER OF DAYS FOR COMPLETION	COMMENTS
Phase 1	Design Services	35 - 53	Includes Geotechnical and Exploratory Investigations. Potential for less depending on Renovation Option
Phase 2	Bidding Services	8	
Phase 3	Construction Admin	40 - 90	
Phase 4	Project Close-Out	6	
Time Frame- Plans & Constructions Documents	Time to complete construction documents	35-53	Dependant upon Renovation Option Selected as well as overlapping Design Phase Elements and Bidding Services Time Frame may be able to be reduced

Notes:

- 1) Possible for Design to commence before formal Geotechnical Report is issued, thus reducing the Design Length.
- 2) Design Length can also vary depending on the Proposed Renovation Option that is selected
- 3) Days are based on Business/Working Days

ESTIMATED CONSTRUCTION SCHEDULE
 City of Cody Beck Lake Parks Maintenance Shop

ITEM	NUMBER OF DAYS FOR COMPLETION	COMMENTS
Demolition and Removal of Existing Slab	15 - 20	
Option - 1 and Option -2		
Fill Removal		
4'	15	
6'	20	
8'	25	
Option - 1 and Option -2		
Fill Replacement (Compacted/Reinforced)		
4'	15	
6'	20	
8'	25	
Option - 3		
Helical Piers or Micropiles	15	
Reinforced Slab Replacement	5 - 10	Including Potential Grade Beams
Interior Walls, Plumbing, etc.	5 - 10	
Total Estimated Range =	40 - 90	Days

Notes:

- 1) Estimated times based on ballpark figures provided in discussions with Contractors and the limited access for equipment size
- 2) Depending on slab placement "phasing" it would be possible for work on interior walls to be commenced before the entire slab is constructed
- 3) Option - 4 Construction of a New Facility without deep foundation construction estimated at 120-180 days.
- 4) Days are based on Business/Working Days

Include top half of this completed form with proposal.

Company Name: JL Engineering, LLC
 Contact Person: Justin Lundvall
 Mailing Address: P.O. Box 3125 City State ZIP: Cody, WY 82414
 Phone: (307) 272-4399 Fax: upon Request (307) 527-6984
 Email: Justin.L5123@hotmail.com Web: N/A
 Authorized Signature: Justin J. Lundvall Date: 3/5/2015

Proposals must include:

1. Time frame of plan completion and a proposed construction timeframe.
2. Scored by P&R Director, Parks Supervisor, and City Engineer.

**RFP and RFQ Score Sheet—TO BE COMPLETED BY CITY
 DO NOT INCLUDE COST ESTIMATES OR BIDS ON THIS SHEET!**

ITEM	Description	100 Available Points	RFP/RFQ	Comments
Phase 1	Design Services	20 pts		
Phase 2	Bidding Services	10 pts		
Phase 3	Construction Administration Services	10 pts		
Phase 4	Project Close-Out	10 pts		
Experience	Similar projects completed in Cody and/or Wyoming	20 pts		
Time Frame—Construction Docs	Time to complete construction documents	20 pts		
Time Frame--Construction	Estimated time frame for construction	10 pts		
	Total Points	100		

Quote Sheet

Complete and submit in separate sealed envelope. To be opened when negotiating fee with most qualified consultant.

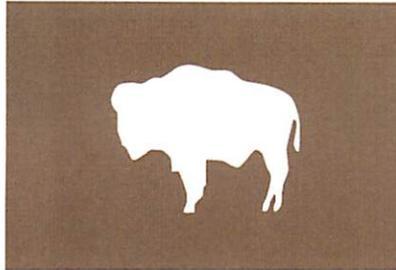
ITEM	Description		Quote Amount
Phase 1	Design Services		\$ 32,860
Phase 2	Bidding Services		\$ 5,760
Phase 3	Construction Administration Services		\$ 10,500
Phase 4	Project Close-Out		\$ 4,000
Reimbursable Items	Printing, travel, etc.		\$ 750/or Invoiced Price
Other terms			
		Total Not to Exceed Amount	\$ 53,870.00

2/5/2015

RFQ & RFP of City of Cody Beck Lake Parks Maintenance Shop

WYOMING OFFICE OF STATE LANDS AND INVESTMENTS

122 West 25th Street
Cheyenne, WY 82002
Phone: 307.777.7331
Fax: 307.777.3524
slfmail@wvo.gov



MATTHEW H. MEAD
Governor

BRIDGET HILL
Director

March 28, 2016

City of Cody
Cindy Baker, Admin Services Officer
P.O. Box 2200
Cody, Wyoming 82414

RE: CWSRF Loan #157, Wastewater Treatment Facility Upgrade and Expansion Project-Phase I

Dear Ms. Baker,

At the regularly scheduled meeting held October 1, 2015 and February 4, 2016, the State Loan and Investment Board approved an application for a CWSRF Loan in the amount of \$1,884,750.00 with 2.5% per annum interest rates and a loan term of twenty (20) years for the City of Cody. Enclosed please find a Loan Agreement, Promissory Note, Assignment and Pledge of Revenues, and a DUNS Number form for the above referenced CWSRF Loan. Due to recent amendments to the CWSRF program passed by Congress, it may be necessary to amend the loan documents in the future. Staff is still waiting for guidance from EPA on how to implement the amendments.

EPA requires that repayment must begin not later than one (1) year after project completion. Once the project is complete our office will negotiate a repayment start date so it begins not later than one year after project completion. This new repayment start date will be reflected in an Amended Promissory Note.

Please complete the enclosed loan documents where necessary, secure the appropriate signatures, date and return the originals to: Rebecca Webb, Office of State Lands and Investments, Herschler Building, 3rd Floor West, 122 W. 25th Street, Cheyenne, Wyoming 82002-0600.

If you have any questions or concerns, please contact me at (307) 777-6046.

Sincerely,



Rebecca Webb
Community Loan Officer

Enc: - Loan Agreement
- Promissory Note
- Assignment and Pledge of Revenues
-DUNS Number form

Data Universal Numbering System (DUNS) Numbers

Per Federal requirements: The Office of State Lands and Investments require a DUNS number for all entity's requesting funding from our agency. DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If you already have a DUNS number please make sure that your number is in "active" status.

<http://fedgov.dnb.com/webform>

DUNS No. _____

Printed Name and Title: _____

Signature: _____

Date: _____

Attest: Printed Name and Title: _____

Attest: Signature: _____

Date: _____

LOAN AGREEMENT

The State of Wyoming, acting by and through the Wyoming State Loan and Investment Board (hereinafter "Board"), on the 1st day of October 2015 and the 4th of February 2016, in the normal course of business, authorized a Clean Water State Revolving Fund Loan (hereinafter the "Loan") in the amount of One Million Eight Hundred Eighty-Four Thousand Seven Hundred Fifty Dollars and No/100 (\$1,884,750.00) to the City of Cody, Park County, Wyoming, (hereinafter "Borrower") for the purpose of funding the City's Wastewater Treatment Facility Upgrade and Expansion Project-Phase I.

The Loan is to be secured by the Borrower with the pledge and assignment of revenues from the Borrower's Wastewater User Fees and Wastewater Enterprise Fund Unrestrictive Reserves to be used for the annual loan payments which the Borrower will make to the Clean Water State Revolving Fund. This assignment will be in effect for the "Loan Term" of twenty (20) years, commencing with the year 2017, or until the Loan secured hereby has been repaid in full. A copy of said Assignment and Pledge of Revenues is attached to this Agreement and incorporated herein by this reference. The pledge and assignment by the Borrower shall not be subordinate to any other pledge or assignment of such revenues.

Now, therefore, for and in consideration of the Loan by the Board, the Borrower agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein.

For value received, the Borrower agrees to pay to the order of the Board the principal sum of One Million Eight Hundred Eighty-Four Thousand Seven Hundred Fifty Dollars and No/100 (\$1,884,750.00) together with interest thereon at the rate of two and one-half percent (2.5%) per annum for a term of twenty (20) years. A copy of the Promissory Note setting forth specific conditions and terms is attached hereto and incorporated herein by reference and all references to this Loan Agreement herein shall be deemed to include the Note.

1 Davis-Bacon Wage Act:

The Borrower covenants and agrees that all laborers and mechanics employed by contractors and subcontractors on the project, funded directly by or assisted in whole or in part by this Loan, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. All pertinent information related to compliance with labor standards, including prevailing wage rates may be obtained from the Department of Labor.

Documentation must be retained for three (3) years after project completion and made available to the OSLI and the DEQ upon request. The Borrower must certify to the best of the City's knowledge and belief that this project complies with section 513 of the Clean Water Act and that all laborers and mechanics employed by contractors and subcontractors during the reporting period were paid wages at rates not less than those listed on the prevailing wage rate contained in the contract documents and that all applicable provisions of the Davis-Bacon and Related Acts have been met. Such certification shall be obtained on loan draft request forms provided by the OSLI. The Borrower must acknowledge prior to the bidding of the project the receipt of the Guidance requirements provided by the DEQ at the following website: <http://deq.state.wy.us/wqd/www/SRFindex.asp> to the OSLI. At the time of bidding, the Borrower must confirm that all applicable Guidance requirements are being met.

2. American Iron and Steel.

The Borrower covenants and agrees that no funds from this Loan may be used for this project unless all of the iron and steel used in the project are produced in the United States, unless a waiver is provided to the recipient by the Environmental Protection Agency (EPA). The Borrower shall comply with all regulations and guidance issued by EPA and DEQ regarding this requirement.

3. Initiating Operations /Substantial Completion Notification.

The Borrower must notify the OSLI and the DEQ in writing within thirty (30) days of the date of initiating operations or substantial completion of construction under this Project. The Borrower must start repayment of the Loan within one (1) year of initiation of operations or substantial completion, whichever date occurs first.

4. Disbursement of Loan Proceeds.

The Loan proceeds shall be disbursed in minimum draws of \$1,300. Requests for disbursement shall be submitted on a form provided by the OSLI. Requests for disbursement shall only be for project costs which have been incurred and shall be subject to review by OSLI and DEQ. The Borrower shall make payment for loan draft request invoices within ten (10) business days of receipt of reimbursement from the OSLI. If for any reason the Borrower is unable to comply, the Borrower must notify the OSLI immediately.

5. Source of Repayment Pledge.

The Borrower irrevocably pledges the source of repayment described in this Loan Agreement for the punctual payment of the principal and the interest on the Loan, and any and all other amounts due under this Loan Agreement.

6. Performance Under Loan Agreement.

The Borrower covenants and agrees (i) to maintain its wastewater system in good repair and operating condition and (ii) to cooperate with the OSLI and DEQ in its observance and performance of the respective duties, covenants, obligations and agreements of the Borrower under this Loan Agreement.

7. Completion of Project and Provisions of Moneys Therefore.

The Borrower covenants and agrees (i) to exercise its best efforts in accordance with prudent sewer system practice to complete the Project and to accomplish such completion on or before the estimated Project completion date set forth in the current Project schedule approved by the Project Engineer and hereby made a part hereof; and (ii) to provide from its own fiscal resources all moneys, in excess of the total amount of the Loan, required to complete the Project.

8. Disposition of Wastewater System.

The Borrower covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of its wastewater system or any other system which provides revenues for upkeep and maintenance of the wastewater system except on ninety (90) days' prior written notice to the OSLI and DEQ and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Borrower, with the prior written approval of the Board, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Exhibit A, Item 6 to the purchaser or lessee of the wastewater system which must be an eligible political subdivision as defined in the Clean Water State Revolving Fund (CWSRF) Rules and Regulations, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement; and (ii) the Board in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Borrower or its assignees to meet its duties, covenants, obligations and agreements under the Loan Agreement, (B) any agreement entered into by the Board, or any condition of any grant received by the Board from, the United States of America, which is related to any capitalization grant received by the Board under the Clean Water Act.

9. Records; Accounts.

The Borrower shall keep accurate records and accounts for its wastewater system (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with generally accepted government accounting standards, and at a minimum the Borrower shall have annual financial statements prepared by an independent party. The OSLI may require system records to be audited annually by an independent accountant, in which case the audit may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the OSLI and DEQ at any reasonable time, and a copy of the financial statements or the independent annual audit, including all written comments and recommendations of such accountant, shall be furnished to the OSLI within 150 days of the close of the fiscal year. The Borrower agrees that if it expends an aggregate amount of Five Hundred Thousand Dollars and No/100 (\$500,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. The Borrower agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this Loan, the Borrower shall provide one (1) copy of the audit report to the State and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to the State's records.

10. Inspections; Information.

The Borrower shall permit the OSLI and DEQ, and any party designated by any of such parties, to examine, visit and inspect, at any and all reasonable times, the property, including the wastewater system if any, constituting the project, and to inspect and make copies of any accounts, books and records, including (without limitation) its System Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the OSLI, and DEQ may reasonably require in connection therewith. The Borrower shall inform the OSLI and DEQ of any changes, irregularities, and/or problems. These may include but are not limited to: change orders, Davis-Bacon related issues, contract interpretation issues, withholding liens, and scheduling alterations.

11. Cost of the Project.

The Borrower certifies that the cost of the Project, as listed in the Application for Financial Assistance, is a reasonable and accurate estimation and upon direction of the OSLI or DEQ, as the case may be, shall supply the same with a certificate from its engineer stating that such is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the cost of the Project. Borrower acknowledges and agrees that loan funds are provided by the U.S. Environmental Protection Agency, Clean Water Act, CFDA #66.458, through the State Clean Water State Revolving Fund Loan Program, administered by the OSLI and the Board. Borrower agrees to report receipt of such funds as Federal Funds pursuant to the Federal Single Audit Act, as amended, and revised OMB Circular A-133.

12. Reimbursement for Ineligible Costs.

The Borrower shall promptly reimburse the OSLI for any portion of the Loan which is funded, but which is subsequently determined to be a cost of the wastewater system which is not eligible for funding, from cash draws under the State Clean Water State Revolving Fund. Such reimbursement shall be promptly repaid to the OSLI upon written request of the OSLI.

13. Advertising.

The Borrower agrees not to advertise the project for bids until plans and specifications including but not limited to engineer's cost estimate, with bid extensions and detailed cost estimates, which should include estimated costs of major components for the project have been approved by the DEQ.

14. User Charges.

The Borrower shall establish, levy and collect rents, rates and other charges for products and services provided by its wastewater system, which rents, rates, and other charges shall be at least sufficient, (A) to meet the operation and maintenance expenses of its wastewater system, including any reserve or replacement fund established by the Borrower for the sound fiscal management and/or for maintenance of the wastewater system, (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued by the Borrower or any other contractual obligations incurred by the Borrower, (C) to pay the debt service requirements on all other bonds, notes or other subordinated evidences of indebtedness whether now outstanding or incurred in the future issued to finance improvements to the wastewater system and to make any other payments required by law which are payable from funds pledged to the payment of the Loan Agreement, (D) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Borrower, including, without limitation, this Loan Agreement, and (E) to pay all other amounts payable from or constituting a lien or charge on the funds pledged to the payment of the Loan. The Borrower also agrees that such system of user charges will be maintained at all times that this Loan Agreement is in effect.

During the Loan Term, the Borrower will establish a system of user charges to assure each recipient of wastewater system services from the wastewater system will pay such recipient's proportionate share of the cost of operation and maintenance, including replacement of the wastewater system and the Borrower also agrees that such system of user charges will be maintained.

15. Commencement of Construction.

Within four (4) months after the execution date of this agreement, the Borrower shall expeditiously initiate the project and complete construction in accordance with the approved schedule. The Borrower shall receive OSLI, and DEQ written approval before implementing changes which delay the project schedule. In the event an extension is not approved or the project is not under construction within four (4) months after the execution date of this agreement, OSLI will give written notice that the commencement of construction has exceeded the period allowed and the Loan will be considered closed and repayments (if any) will start within one year of the notice.

16. Project Ending Date.

The Borrower covenants and agrees that it will draw all funds on this Loan by March 30, 2018. In the event the Borrower is unable to draw all the funds by this date, the Borrower may request an extension from OSLI, at least ninety (90) days prior to this date. If the Borrower fails to draw all of its eligible Loan funds by March 30, 2018, or received an extension from OSLI, then those funds will no longer be available and the Loan will be closed. Any remaining Loan funds will revert back to the Board.

17. Interest in Project Site.

As a condition of the Loan, the Borrower hereby warrants to the satisfaction of the OSLI and DEQ, before advertising for bids for construction, that the Borrower has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and right-of-ways, as the OSLI and DEQ finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

18. Archaeological Artifacts.

In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Borrower shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historic Preservation Office and the DEQ of such unearthing and follow all applicable state and federal laws and regulations governing such occurrences. The Borrower may wish to hire a qualified archaeologist to monitor construction activities.

19. Operation and Maintenance of Wastewater System.

The Borrower covenants and agrees that it shall, in accordance with prudent wastewater system practice, (i) at all times operate the properties of its wastewater system and any business in connection therewith in an efficient manner, (ii) maintain its wastewater system in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterment and improvements with respect to its wastewater system so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Borrower to expend any funds which are derived from sources other than the operation of its wastewater system and provided further that nothing herein shall be construed as preventing the Borrower from doing so.

20. Binding Effect.

This Loan Agreement shall inure to the benefit of and shall be binding upon the Board and the Borrower, their respective successors and assigns.

21. Severability.

In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

22. Floodplain Management.

The Borrower will comply with the floodplain management standards of the National Flood Insurance program.

23. Additional Covenants and Requirements.

If necessary in connection with the Board's issuance of the Loan, additional covenants and requirements will be included on Exhibit A to, and hereby made part of, this Loan Agreement. The Borrower agrees to observe and comply with each such additional covenant and requirement, if any, included on Exhibit A on the date of the Loan Closing. The Borrower agrees to comply with all applicable Federal, State, and local laws related to this Project and the Loan Agreement.

INTENTIONALLY LEFT BLANK

24. Sovereign Immunity.

The State of Wyoming, the Wyoming Office of State Lands and Investments, and the Wyoming State Loan and Investment Board do not waive sovereign immunity by entering into this agreement, and specifically retain immunity and all defenses available to them as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

IN TESTIMONY WHEREOF, I, Matthew H. Mead, President of the Wyoming State Loan and Investment Board, have executed these presents and caused the official seal of the Wyoming State Loan and Investment Board of the State of Wyoming to be affixed hereto at the City of Cheyenne, State of Wyoming, this _____ day of _____, 2016.

WYOMING STATE LOAN AND INVESTMENT BOARD

BY: _____
GOVERNOR MATTHEW H. MEAD

ATTEST:

BRIDGET HILL, DIRECTOR
OFFICE OF STATE LANDS AND INVESTMENTS

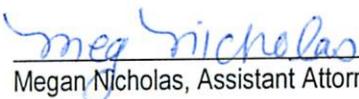
CITY OF CODY

BY: _____
NANCY TIA BROWN, MAYOR

ATTEST:

CYNTHIA BAKER, ADMINSTRATIVE SERVICES OFFICER

Attorney General's Office Approval as to Form:



Megan Nicholas, Assistant Attorney General

EXHIBIT A

ADDITIONAL COVENANTS AND REQUIREMENTS

1. Certification from the engineer must be furnished prior to commencement of operation stating that the Project was constructed as shown in the plans submitted or a justification by the engineer and/or operating entity of any changes that were made.
2. The Borrower must comply with all applicable City and/or County regulations prior to construction.
3. The Borrower will comply with all requirements and mitigation efforts as called out or detailed in the environmental assessment documents.
4. 915The Borrower will immediately increase sewer rates as necessary to comply with the user charge covenant requirement of the Loan Agreement.
5. The Borrower, subsequent to bid opening and prior to initiating construction, shall submit to DEQ a construction schedule with key construction dates.
6. Assignment by the City of Cody. This Loan Agreement cannot be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (a) the Board shall have approved said assignment in writing; (b) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, agreements and obligations under the Loan Agreement; (c) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Borrower under the Loan Agreements; (d) the OSLI shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Board with, or condition of any grant received by the Board from, the United States of America which is related to any capitalization grant received by the Board under the Clean Water Act. No assignment under this paragraph shall relieve the Borrower from primary liability for any of its obligations under this Loan Agreement; and, in the event of such assignment, the Borrower shall continue to remain solely liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

Applicant: City of Cody

Project Name: Wastewater Treatment Facility Upgrade and Expansion Project - Phase 1

PROJECT TIMELINE

TASK	DATE	ACTUAL/ESTIMATE
1. Contract documents submitted to SRF Staff for approval	2/1/2016	Estimate
a) Apply for DEQ Permit to Construct	2/1/2016	Estimate
b) All permits, easements, Rights of Way approved or finalized/signed	2/1/2016	Estimate
2. Publish call for bids approved by SRF Staff	4/14/2016	Estimate
3. Construction start date	6/23/2016	Estimate
4. Substantial completion date	7/27/2017	Estimate
5. Construction end date	9/14/2017	Estimate

CLEAN WATER STATE REVOLVING LOAN NOTE

STATE OF WYOMING
 WYOMING STATE LOAN & INVESTMENT BOARD
 CHEYENNE, WYOMING

PROMISSORY NOTE

\$1,884,750.00 _____, 2016

For value received, the City of Cody, Park County, Wyoming, (hereinafter "Borrower") promises to pay to the order of the Wyoming State Loan & Investment Board (hereinafter "Board") at Cheyenne, Wyoming, the sum of One Million Eight Hundred Eighty-Four Thousand Seven Hundred Fifty Dollars and No/100 (\$1,884,750.00) together with interest at a rate of two and one-half percent (2.5%) per annum, in the manner and from the revenue as is more particularly set forth below.

Annual repayment of principal and interest shall begin not later than one (1) year after substantial completion or initiation of operation of the project whichever date occurs first, as set forth and described in the Loan Agreement of even date with this Promissory Note (hereinafter "Note"). Said Loan Agreement being incorporated herein at this point as if fully set forth.

Attached hereto is a preliminary amortization schedule of the principal and interest payments due from the Borrower pursuant to this Note. Pursuant to the Loan Agreement, the Parties understand that the First Payment Due Date will be on or before a date which is one (1) year after substantial completion or initiation of operations of the project whichever date occurs first. The amount of the first payment due under the Note will include accrued interest on disbursements. In the event the Borrower does not borrow the entire sum of One Million Eight Hundred Eighty-Four Thousand Seven Hundred Fifty Dollars and No/100 (\$1,884,750.00), the Parties agree to amend the Note and amortization schedule to reflect the principal sum actually borrowed by the Borrower with all of the other terms of Note remaining the same.

All or any portion of the principal due on this Note may be prepaid at any time. The Borrower shall have the right and privilege of making extra payments or pay the entire unpaid balance at any time without penalty. Extra payments shall be credited first to interest due and the balance to principal. Advance or extra payments on account of the principal shall not reduce the annual payments to be made but are to operate only to discharge the loan at an earlier date.

In the event the annual payment of principal and interest is not received on the specified due date of each year, the Borrower will be in default, and the Board may proceed against the revenues assigned and pledged by the Borrower pursuant to the loan Assignment and Pledge of Revenues as provided by law.

Failure to pay any installment or installments hereon when due shall entitle the holder hereof to declare the whole of the unpaid balance on this Note due and payable on demand.

The maker of this Note hereby accepts the conditions hereon and expressly waives presentment for payment and any claims presented pursuant to W.S. § 15-1-125, protest and notice of protest for nonpayment hereof and all defenses on the grounds of any extension of time of payment that may be given by the holder hereof.

In the event of suit to enforce payment of this Note for any installment, interest, or part thereof, the undersigned maker agrees to pay, in addition to the costs and disbursements provided and allowed by law, reasonable attorney's fees and costs.

CITY OF CODY

BY: _____
NANCY TIA BROWN, MAYOR

ATTEST:

CYNTHIA BAKER, ADMINSTRATIVE SERVICES OFFICER

CWSRF LOAN # 157

ASSIGNMENT AND PLEDGE OF REVENUES

For value received, the City of Cody, Park County, Wyoming (hereinafter "Borrower") does hereby assign and pledge to the Wyoming State Loan & Investment Board at Cheyenne, Wyoming all revenues generated from the Wastewater User Fees and Wastewater Enterprise Fund Unrestrictive Reserves as reimbursement for the annual loan payments which the Borrower will make to the Clean Water State Revolving Fund necessary to meet their amortized annual payment of principal and interest obligation as set forth in the schedule for repayment of this Promissory Note. This assignment will be in effect until the Clean Water State Revolving Account Loan of One Million Eight Hundred Eighty-Four Thousand Seven Hundred Fifty Dollars and No/100 (\$1,884,750.00), has been paid in full or, if a lesser sum is actually borrowed, until such lesser sum, as secured hereby has been repaid in full. The Assignment and Pledge of Revenues granted by this Assignment shall not be subordinate to any other pledge or assignment of such revenues by the Borrower.

IN WITNESS, the City of Cody, Park County, Wyoming has caused this Assignment to be signed this _____ day of _____, 2016.

CITY OF CODY

BY: _____
NANCY TIA BROWN, MAYOR

ATTEST:

CYNTHIA BAKER ADMINISTRATIVE SERVICES OFFICER

CWSRF LOAN #157

CITY OF CODY

STATE OF WYOMING
Office of State Lands and Investments
AMORTIZED SCHEDULE CWSRF LOAN #157

TERM-OF-LOAN (YRS): 20
1ST-INSTALL-DATE: 4-01-2017
INTEREST-RATE: 2.5%

INSTALLMENT-AMOUNT: \$120,901.30
LOAN AMOUNT: \$1,884,750.00

<u>PAY#</u>	<u>YEAR</u>	<u>Amount</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Principal</u>	<u>Total Interest</u>	<u>Balance</u>
1	1-Apr-2017	\$120,901.30	\$47,118.75	\$73,782.55	\$73,782.55	\$47,118.75	\$1,810,967.45
2	1-Apr-2018	\$120,901.30	\$45,274.19	\$75,627.11	\$149,409.66	\$92,392.94	\$1,735,340.34
3	1-Apr-2019	\$120,901.30	\$43,383.51	\$77,517.79	\$226,927.45	\$135,776.45	\$1,657,822.55
4	1-Apr-2020	\$120,901.30	\$41,559.11	\$79,342.19	\$306,269.64	\$177,335.56	\$1,578,480.36
5	1-Apr-2021	\$120,901.30	\$39,462.01	\$81,439.29	\$387,708.93	\$216,797.57	\$1,497,041.07
6	1-Apr-2022	\$120,901.30	\$37,426.03	\$83,475.27	\$471,184.20	\$254,223.60	\$1,413,565.80
7	1-Apr-2023	\$120,901.30	\$35,339.15	\$85,562.15	\$556,746.35	\$289,562.75	\$1,328,003.65
8	1-Apr-2024	\$120,901.30	\$33,291.05	\$87,610.25	\$644,356.60	\$322,853.80	\$1,240,393.40
9	1-Apr-2025	\$120,901.30	\$31,009.84	\$89,891.46	\$734,248.06	\$353,863.64	\$1,150,501.94
10	1-Apr-2026	\$120,901.30	\$28,762.55	\$92,138.75	\$826,386.81	\$382,626.19	\$1,058,363.19
11	1-Apr-2027	\$120,901.30	\$26,459.08	\$94,442.22	\$920,829.03	\$409,085.27	\$963,920.97
12	1-Apr-2028	\$120,901.30	\$24,164.05	\$96,737.25	\$1,017,566.28	\$433,249.32	\$867,183.72
13	1-Apr-2029	\$120,901.30	\$21,679.59	\$99,221.71	\$1,116,787.99	\$454,928.91	\$767,962.01
14	1-Apr-2030	\$120,901.30	\$19,199.05	\$101,702.25	\$1,218,490.24	\$474,127.96	\$666,259.76
15	1-Apr-2031	\$120,901.30	\$16,656.49	\$104,244.81	\$1,322,735.05	\$490,784.45	\$562,014.95
16	1-Apr-2032	\$120,901.30	\$14,088.87	\$106,812.43	\$1,429,547.48	\$504,873.32	\$455,202.52
17	1-Apr-2033	\$120,901.30	\$11,380.06	\$109,521.24	\$1,539,068.72	\$516,253.38	\$345,681.28
18	1-Apr-2034	\$120,901.30	\$8,642.03	\$112,259.27	\$1,651,327.99	\$524,895.41	\$233,422.01
19	1-Apr-2035	\$120,901.30	\$5,835.55	\$115,065.75	\$1,766,393.74	\$530,730.96	\$118,356.26
20	1-Apr-2036	\$121,323.27	\$2,967.01	\$118,356.26	\$1,884,750.00	\$533,697.97	\$0.00

AGREEMENT FOR USE OF CITY PROPERTY

THE PARTIES to this agreement are the City of Cody, Wyoming, a Wyoming municipal corporation, (CODY) and Shoshone River Farms, LLC, a Wyoming limited liability company (SRF). This agreement is dated as of the date last executed by the parties below.

RECITALS

a. CODY is a municipal corporation which provides services to the residents of Cody, Wyoming, including solid waste disposal. As part of its solid waste disposal services, CODY picks up, transports and disposes of "green waste" which residents separate from other household wastes.

"Green waste" generally includes, but is not limited to, grass clippings, mulch, leaves, and other by-products of vegetation from the yards of residents.

b. CODY currently pays Park County, Wyoming a fee for delivering its green waste to the Park County Landfill.

c. SRF is willing to allow CODY to dispose of its green waste at the site of SRF's operation, on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises described herein, the parties agree as follows:

1. CODY will deliver its green waste to the site of SRF's operation at 5002 Highway 14A, Park County, Wyoming, and SRF will accept such green waste.

2. SRF shall not charge a fee to CODY for disposing of its green waste on property operated by SRF.

3. SRF accepts CODY's green waste "AS IS". CODY makes no representations, promises, warranties or assurances of any kind whatsoever regarding the quality, quantity, materials or nature of the green waste that CODY delivers, except that CODY will deliver green waste which is separated by residents from their general household waste. SRF understands that CODY relies on its residents to separate green waste from other general household waste, and that CODY makes no attempt to sort, separate or remove materials or waste that does not generally conform to the above description of "green waste." SRF further understands that the green waste delivered by City may contain chemicals, fertilizers, pesticides, herbicides, and other substances which residents have applied to their lawns, trees, shrubbery and other vegetation.

4. CODY will notify residents periodically through the CODY's website, Facebook page, utility bills or its local access channel of the CODY "green waste" program, the importance of minimizing chemical use on lawns participating in the green waste program as well as requesting that chemicals used are restricted to products approved for residential lawn care, and how the program success depends on the willingness of the residents to separate all green waste from general household waste.

5. This agreement may be terminated by either party for any reason upon written notice given to the other party at least seven (7) days in advance of the termination.

6. By entering into this agreement, CODY does not waive its sovereign immunity or governmental immunity, and does not waive the immunities, defenses and limitations provided under the Wyoming Constitution and Wyoming law, and CODY expressly reserves the right to assert such immunities defenses and limitations in any case arising under this agreement.

7. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances or understandings beyond the scope of this written agreement.

SHOSHONE RIVER FARMS, LLC:

By: _____
Scott Richard, Manager

APRIL _____, 2016.

CITY OF CODY, WYOMING

NANCY TIA BROWN, MAYOR

APRIL _____, 2016.

ATTEST:

CYNTHIA D. BAKER
ADMINISTRATIVE SERVICES OFFICER

DATE: _____

AGREEMENT
FOR A TEMPORARY ENCROACHMENT LICENSE

The parties to this agreement are the City of Cody, Wyoming (hereinafter CITY), a municipal corporation in Park County, Wyoming; the Museum of the Old West, (hereinafter MUSEUM); and Fred-T-Mac, LLC, (hereinafter FRED). This Agreement for a Temporary Encroachment License is made and entered into as of the date last signed by the parties to this agreement.

WITNESSETH:

WHEREAS, MUSEUM desires to replace their damaged off-premise sign located in the North Frontage Road right-of-way abutting the FRED property located at 1910 Demaris Street, with a new off-premise freestanding sign;

WHEREAS, MUSEUM is a registered non-profit organization that provides preservation and display of historical structures, which organization relies heavily on MUSEUM visitors for financial support and as many as one-third of such visitors are attracted to the location due to the off-premise sign;

WHEREAS, construction of a commercial advertising sign in the location proposed (see Exhibit A) requires authorization from CITY, as holder of the right-of-way, and FRED, as the underlying landowner;

WHEREAS, the right-of-way has not been improved with a public or private street, and is the subject of a right-of-way vacation request, which action is intended to be completed within the next few months;

WHEREAS, FRED is agreeable to the proposed sign installation, as evidenced by execution of this agreement and signature on the sign application;

WHEREAS, the CITY is therefore willing to grant a temporary revocable license to MUSEUM for the placement of an off-premise sign advertising "Old Trail Town" only, in the location depicted in Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenant and promises described herein, the parties agree as follows:

1. CITY hereby grants a temporary revocable license to MUSEUM to encroach on that portion of the North Frontage Road CITY right of way for the installation of an off-premise sign advertising Old Trail Town only, which approximate location is depicted on the attached Exhibit A.

2. As the sign location is approximate until better utility information is known, MUSEUM and FRED agree to cooperate with CITY staff to determine the exact sign location, which location shall not interfere with, impede or cause damage to any underground lines, pipes, utilities, facilities or equipment.
3. MUSEUM and FRED shall submit a complete sign permit application for the new sign to the CITY Community Development Department for review and approval. The sign shall comply with the City sign code in effect at the time of application for a sign permit.
4. FRED acknowledges that the MUSEUM sign is authorized to be located as depicted on Exhibit A, which location affects the amount of signage that FRED may be entitled to pursuant to City Code 10-15-3(B)(3)(a), which reads: *"Conformance: Any wall, projecting or freestanding sign allowed under this chapter may be used to advertise off premise businesses or products as a substitute for a sign on the same site where the business is located. Off premises sign plan review applications shall require written consent from the property owner(s) of the off premises site. Off premises signs must conform to the regulations that apply to the premises where the sign is located."*
5. MUSEUM shall pay to the City the sum of \$100.00 per month, due on the 6th day of each month. The fee is for the use of public right-of-way for the aforementioned sign.
6. The term of this agreement shall be for six months, commencing April 6, 2016 and ending October 5, 2016, or at such time as the right-of-way containing the sign is vacated, whichever occurs earlier.
7. Notwithstanding the term outlined above, the license for encroachment is given as a matter of convenience and the same may be revoked by the CITY at any time for any reason whatsoever, upon sixty days written notice given by the CITY. Upon the expiration of the sixty days written notice, MUSEUM shall have an additional 30 days to remove the sign and all associated structures from the public right of way to the satisfaction of the CITY, at the sole cost and expense of MUSEUM.
8. In the event that the CITY is required to install, repair, modify, replace, upgrade, add to or otherwise access utilities near or beneath MUSEUM's sign, CITY shall not be responsible for replacement of the sign. MUSEUM shall be solely responsible for all such replacements, including all costs and expenses associated with replacing such facility,

and MUSEUM accepts the risk associated with putting the facility on the public right of way.

9. MUSEUM assumes all liability for itself, its lessees, agents, representatives, employees, guests, invitees, and for the general public's presence and activities arising out of this agreement, and shall indemnify and hold harmless CITY, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding MUSEUM'S use of the public right of way pursuant to this agreement. This indemnification shall include but not be limited to claims and actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by MUSEUM, its lessees, agents, representatives, employees or officers. This indemnification shall include reasonable attorney's fees incurred by CITY in defense of any action brought by any party against CITY arising out of this agreement or MUSEUM'S use of the public right of way.

10. By entering into this agreement, CITY does not waive its sovereign immunity or governmental immunity, or any of the immunities, defenses or limitations available to it under the Wyoming Constitution and Wyoming law.

11. This agreement contains the entire understanding of the parties and there are no other promises, covenants or understanding beyond the scope of this written agreement. This agreement can only be amended in writing, approved and signed by both parties.

Dated this 6th Day of April, 2016.

CITY OF CODY, WYOMING:

By: _____

Nancy Tia Brown, Mayor

Attest: _____

Cynthia D. Baker
Administrative Services Officer

|

FRED-T-MAC, LLC:

By: _____
(Name and Position)

STATE OF WYOMING)
)ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by _____
this ____day of _____, 2016.
Witness my hand and official seal.

Notary Public
My commission expires_____

Museum of the Old West:

By: _____
(Representative Name)
(Position)

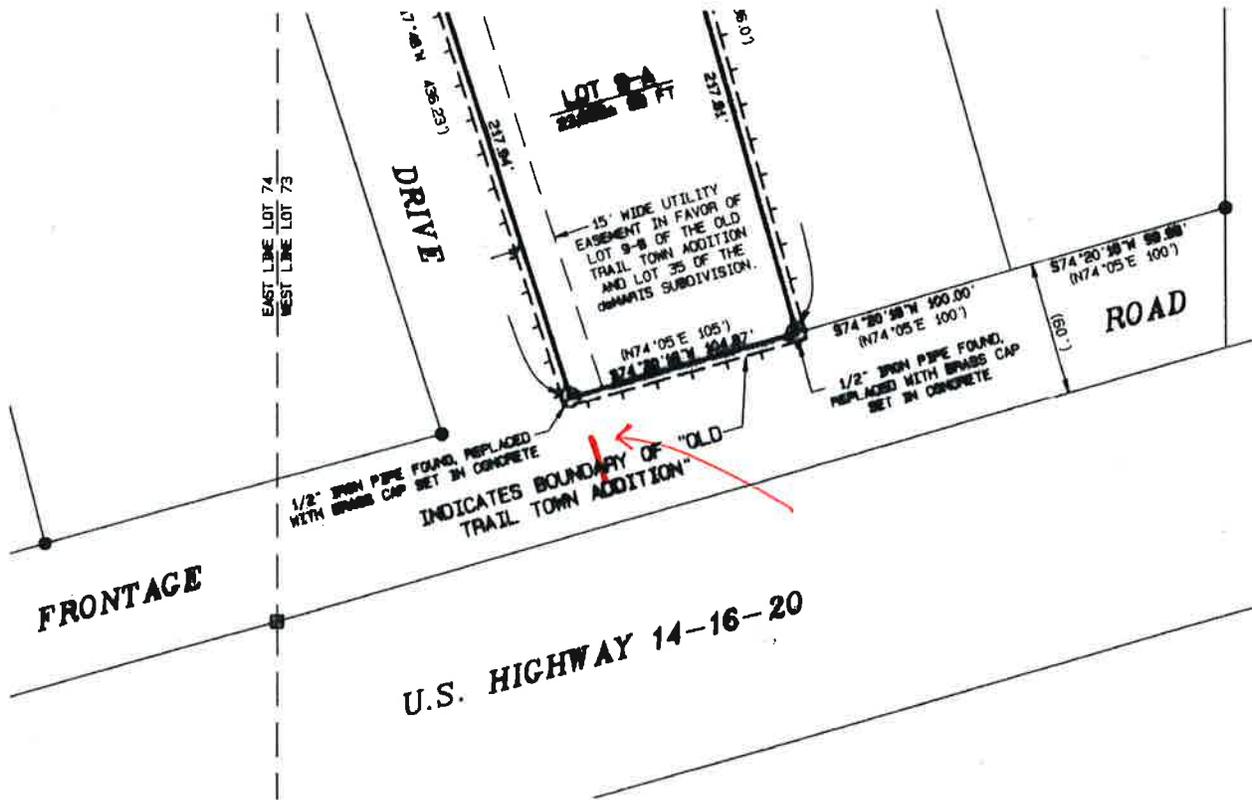
STATE OF WYOMING)
)ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me by _____
this ____day of _____, 2016.
Witness my hand and official seal.

Notary Public
My commission expires_____

EXHIBIT "A":

Intersection of DeMaris Street (a.k.a. DeMaris Springs County Road) and Highway 14-16-20, adjacent to the Plat of Old Trail Town Addition. Approximate sign location in red (east of Demaris Street right-of-way).



MEETING DATE: APRIL 5, 2016
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: _____

AGENDA ITEM SUMMARY REPORT

Request for a New Restaurant Liquor License & Distillery Satellite License

BACKGROUND

Currently Buffalo Jump Wines, LLC holds a Winery License for 1326 Beck Avenue. They have since begun to expanding the business activities at this location to include a restaurant and distillery operations.

SUMMARY

Buffalo Jump Wines, LLC and Geysers Distilling, LLC have filed applications for a new restaurant liquor license and a new Distillery Satellite license for 1326 Beck Avenue. Since the applications have been submitted to the State Liquor Division, two concerns have come to the forefront; the dispensing room for the current license and the two applications appears to be the same room and is not permitted. The other concern is if a member of the LLC can hold both the winery/restaurant license and the distillery license. These items will need to be worked out with the applicant and the state prior to the City of Cody's actual consideration for issuance. Scott Wagner was out of town and unable to address either concern prior to the public hearing, as well as, the State Liquor Division is obtaining a ruling on the applicant status for multiple licenses under these types of licenses.

FISCAL IMPACT

If approved, the City will receive a prorated fee of \$266.64 and an annual renewal fee of \$1100.00

ATTACHMENTS

1. Applications

AGENDA & SUMMARY REPORT TO:

1. Scott Wagner

AGENDA ITEM NO. _____

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 3 18 16

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ <u>332.32</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ <u>332.32</u>
Publishing Fee Collected:	\$ <u>79.00</u>	

Publishing Direct Billed:

Advertising Dates (2 wks): 3/24/16 to 3/31/16

Hearing Date: 4 15 2016

LICENSE TERM: 4 1 6 2016
Month Day Year

Through: 7 1 31 2016
Month Day Year

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

Formerly Held by: _____

Applicant: Buffalo Jump Wines, LLC.

Trade Name (dba): Buffalo Jump Winery

Premise Address: 1326 Beck Ave
Number & Street

City: _____ Cody: _____ State WY: _____ Zip 82414: _____ County: _____

Mailing Address: Same as above
Number & Street or P.O. Box

City: _____ State: _____ Zip: _____

Business Telephone Number: (307) 899-3815

Fax Number: _____

E-Mail Address: Info@buffalojumpwinery.com

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

<p>FILING FOR</p> <p><input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF CODY <input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LLC <input type="checkbox"/> LLP</p>	<p>TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE <input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Mon - Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11:00a - 11:00pm</u></p>
---	--	--

1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

Room located in the most northerly part of the building and is 36'x 20' room

(b) If **Winery** or **Microbrewery**, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG: _____

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Zoned D2 OT LOTS 7, 8, 9, 10 Block 15

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

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

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

(A) **DATE** lease expires Feb 28 2017 located on page 2 paragraph 3.1 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 1 paragraph 3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

LIMITED RETAIL (CLUB) LICENSE:

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

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

LIMITED RETAIL (CLUB) LICENSE:

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

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

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)
Each individual or partner must complete this section.

If the applicant is filing as a Club:
Each officer must complete this section.

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

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and** every officer, **and** every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Scott Wagner	9/26/1966			4	100	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
 - (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
 - (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
 - (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: Winery license held by applicant
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: Winery license held by applicant
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
 - (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
 - (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
 - (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
 - (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
 - (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

COUNTY OF Park) SS.

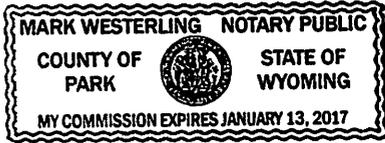
Before Me, MARK WESTERLING, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

Park a Notary Public, Officer authorized to administer oaths in and for
County, State of Wyoming, personally appeared

SCOTT WAGNER name he/she being first duly sworn
(Insert Names)

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

(Seal)



1. [Signature]
2. _____
3. _____
4. _____

My Commission expires: 1-13-17

Witness my hand and official seal:

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

Title NOTARY PUBLIC

Dated: 3-8-16

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

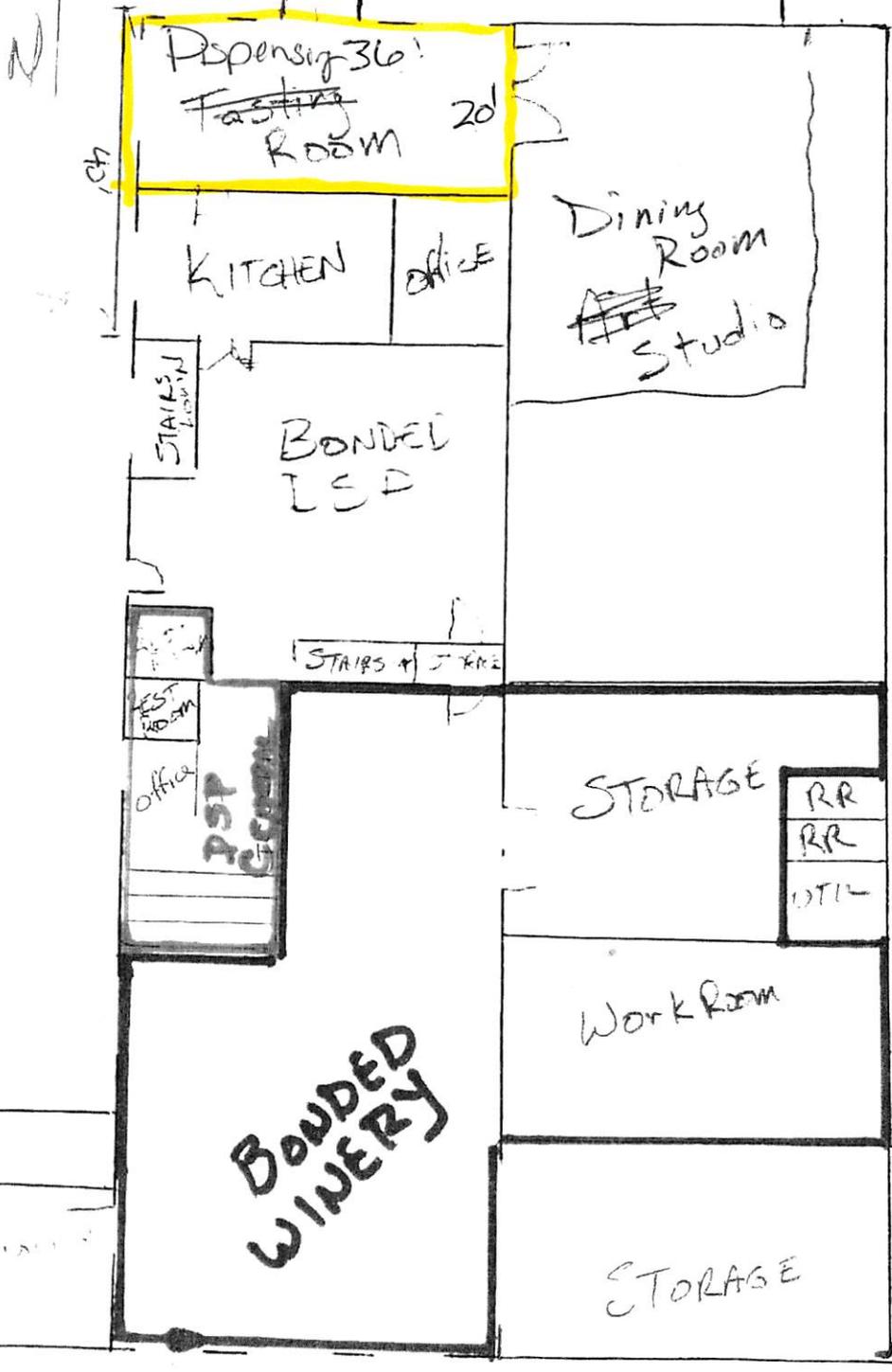
ADVERTISING REQUIREMENTS W.S. 12-4-104(a):

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

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

1326 BECK AVE

1328 BECK AVE



WDA-17A
04/2k

RECEIPT NUMBER

WYOMING DEPARTMENT OF AGRICULTURE

FD 053987

CHEYENNE, WYOMING 82002

FOOD LICENSE



Account # 12954/12954-1

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

BUFFALO JUMP WINES, LLC.
1326 BECK AVE
CODY, WY 82414

Expiration Date: 10/7/2016

A handwritten signature in black ink, appearing to read "Douglas L. Myland".

Director of Agriculture

Equal Opportunity in Employment and Services

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 8th day of March, 2013, between Steven L. Parkes ("Parkes"), and Buffalo Jump Wines, LLC, a Wyoming limited liability company, ("Buffalo Jump").

WITNESSETH:

WHEREAS, Parkes is the sole owner of THE PREMISES described herein and desires to lease THE PREMISES to a suitable Lessee; and

WHEREAS, Buffalo Jump desires to lease THE PREMISES for use as a retail and wholesale wine production, bottling and sales facility as well as for other associated wine activities; and

WHEREAS, the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to THE PREMISES and the responsibilities of the respective parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE: DEFINITIONS

1.1 As used in this Lease Agreement:

- a) "THIS AGREEMENT" or "THE AGREEMENT" shall be used to refer to this Lease Agreement;
- b) "THE BUILDING" shall be used to refer to the building located at a portion of Lot 9 and all of Lot 10, Block 15 in the Original Town (now city) of Cody, Park County, State of Wyoming;
- c) "RENOVATION ACTIVITIES" shall be used to refer to all unnecessary alterations, betterments, improvements, additions, renovations and reconstruction of or to THE PREMISES, or any part thereof, of any kind or nature whatsoever;
- d) "LEASE YEAR" or similar words shall be used to refer to a period of twelve (12) full consecutive calendar months;
- e) "NECESSARY REPAIRS" shall be used to refer to all necessary replacements and alterations; and

- f) "THE PREMISES" shall be used to refer to the specific square feet of space leased to this Buffalo Jump in THE BUILDING more particularly described in Paragraph 2.1.

SECTION TWO: SUBJECT AND PURPOSE

- 2.1 Parkes leases THE PREMISES more particularly described as follows:

Five Thousand Three Hundred Eighty (5,380) square feet of space on the first floor, plus additional space in the attic area and partial basement in THE BUILDING located at 1326 Beck Avenue, Cody, WY 82414.

2.2 THE PREMISES shall be used and occupied only for use as a retail and wholesale wine production, bottling and sales facility as well as for other associated wine activities; Buffalo Jump is further specifically authorized to sell alcohol from the premises during the term of THIS AGREEMENT. If, in the opinion of Parkes, THE PREMISES, or any part thereof, are not being used in the usual and legitimate manner in the conduct of such activities, Parkes may give Buffalo Jump written notice requiring Buffalo Jump to terminate such improper use within three (3) days thereafter. A failure to comply with such request shall constitute a breach of THIS AGREEMENT.

SECTION THREE: TERM AND RENT

3.1 Parkes leases THE PREMISES for a term of four (4) years, commencing March 1, 2013 at 12:00 noon and terminating on February 28, 2017, at 12:00 noon, or sooner as provided herein, at the monthly rental amount for the term of the Lease, as follows:

- 3.1.1 For the period beginning on March 1, 2013 and continuing through June 30, 2013 at the rate of \$800.00/Month;
- 3.1.2. For the period beginning on July 1, 2013 and continuing through December 31, 2013 at the rate of \$1,500.00/Month; and
- 3.1.3 For the period beginning on January 1, 2014 and continuing through February 28, 2015 at the rate of \$2,200.00/Month;
- 3.1.4 For the period beginning on March 1, 2015 and continuing through February 28, 2016 at the rate of \$2,800.00/Month; and
- 3.1.5 For the period beginning on March 1, 2016 and continuing through February 28, 2017 at the rate of \$3,200.00/Month.

All payments required herein are payable in advance on the first day of each month during the term of THIS AGREEMENT or any renewal thereof.

3.3 On the date of commencement of THIS AGREEMENT, Buffalo Jump shall remit to Parkes a security deposit in the total amount of \$2,800.00.

3.4 All payments of rent shall be made by Buffalo Jump to Parkes without notice or demand, at such place as Parkes may from time to time designate. The extension of time for the payment of any installment of rent, or acceptance by Parkes of rent in any manner other than herein specified, shall not be a waiver of the rights of Parkes to insist on having all other payments of rent made in the manner and at the time herein specified.

3.5 No payment by Buffalo Jump or receipt by Parkes of a lesser amount than the rent stipulated in THIS AGREEMENT shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Parkes may accept such check or payment without prejudice to Parkes' rights to recover the balance of the rent or to pursue any other remedy provided for in THIS AGREEMENT.

3.6 All charges, costs and expenses which Buffalo Jump is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Buffalo Jump's failure to pay such amounts, and all damages, costs and expenses which Parkes may incur by reason of any default of Buffalo Jump, or failure on Buffalo Jump's part to comply with the terms of THIS AGREEMENT, shall be deemed to be additional rent, and, in the event of non-payment by Buffalo Jump, Parkes shall have the rights and remedies with respect thereto as Parkes has for the non-payment of the BASIC RENT.

3.7 It is the intention of the parties that Parkes shall receive the rents and all sums payable by Buffalo Jump under THIS AGREEMENT, free of all expenses, charges, damages and deductions of any nature whatsoever. Buffalo Jump shall, however, be under no obligation to pay any real estate taxes, building fire insurance, principal or interest on any Mortgage on the leased property, income tax payable by Parkes or any

gift, inheritance, transfer or estate tax by reason of any present or future law which may be enacted during the term of THIS AGREEMENT.

3.8 All payments required herein shall be paid on or before the respective date specified. Any payment not paid within five (5) days of when due shall be subject to a late fee equal to five percent (5%) of the payment then due. In the event Buffalo Jump shall not pay any and all payments when due for more than three (3) total times, Parkes, at Parkes' option, may terminate THIS AGREEMENT.

SECTION FOUR: TAXES

4.1 Parkes shall assume responsibility for all real property taxes. Buffalo Jump shall be responsible for the total of all personal property taxes levied against it.

SECTION FIVE: UTILITIES

5.1 During the term of THIS AGREEMENT, Buffalo Jump shall be responsible for all normal utility services, including heat, water, natural gas, electricity, sewer usage, trash pick-up, telephone, security and the like, with all such services billed directly to Buffalo Jump.

5.2 Parkes shall not be liable in damages or otherwise for any failure to furnish or interruption in the supply of any utilities desired by Buffalo Jump. In the event Buffalo Jump shall install any equipment requiring additional utilities, the cost of installation for any such utility transmission lines, cables, hoses, pipes or receptacles for the same shall be at Buffalo Jump's expense, with such installation first being approved by Parkes.

5.3 In the event Buffalo Jump shall require any additional service lines, wiring, piping, security devices, cooling or any other modifications to the services currently located on THE PREMISES, all design and installation shall be supervised and approved by Parkes or Parkes' agents. All reasonable costs incurred by Parkes which are directly associated with the supervision of design and installation shall be reimbursed by Buffalo Jump to Parkes upon presentation of any bills, statements or invoices designating such costs.

SECTION SIX: INSURANCE

6.1 Parkes shall keep THE BUILDING, of which THE PREMISES are a part, insured against loss or damage by fire, lightning or the elements to the extent of the full insurable value thereof, including all products of RENOVATION ACTIVITIES made by either party hereto and which have become a part of THE BUILDING as set forth herein.

6.2 Buffalo Jump shall obtain and maintain insurance on the personal property placed on THE PREMISES at the expense of Buffalo Jump. Parkes shall have no responsibility for the loss of any personal property of Buffalo Jump maintained on THE PREMISES.

6.3 Buffalo Jump, at Buffalo Jump's own expense, agrees to maintain at all times during the term of THIS AGREEMENT and during any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, public liability and property damage insurance, providing for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than Two Million Dollars (\$2,000,000.00) for injury or death occurring to more than one person as the result of one accident and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage which may occur as a result of Buffalo Jump's use of THE PREMISES. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." Buffalo Jump further agrees to indemnify and hold Parkes harmless from all claims for personal injuries, death and property damages which occur as the result of Buffalo Jump's use of THE PREMISES, in and about THE PREMISES, or which result from any work done in and about THE PREMISES by Buffalo Jump or any contractor selected by or for Buffalo Jump.

6.4 All insurance required by THIS AGREEMENT shall be obtained from a company licensed by the Wyoming Insurance Commissioner, and a certificate evidencing the issuance of such policy or policies, together with evidence of the payment of premiums, shall be delivered to Parkes before the commencement of the term of THIS AGREEMENT, or before any use, occupancy or possession of THE PREMISES prior to the commencement of the term of THIS AGREEMENT, whichever is sooner.

6.5 Upon renewal of such insurance (said renewal being prior to the expiration of any existing insurance), Buffalo Jump shall deliver to Parkes evidence of renewal of such policy or policies or a new certificate, together with evidence of the payment of premiums for the renewal, or new policy, as the case may be. All such insurance required herein shall contain an agreement by the insurance company that the policy or policies will not be canceled or the coverage changed without forth-five (45) days prior written notice to Parkes.

6.6 The liability insurance policy or policies required under the terms of THIS AGREEMENT shall name Buffalo Jump as the insured and Parkes as an additional insured thereunder.

SECTION SEVEN: RENOVATION ACTIVITIES

7.1 Buffalo Jump agrees to accept THE PREMISES in their present condition "as is," without calling upon Parkes to make any expenditures or to perform any work for the preparation of THE PREMISES for Buffalo Jump's intended use.

7.2 Buffalo Jump shall not order RENOVATION ACTIVITIES or permit RENOVATION ACTIVITIES to be performed on THE PREMISES, or any part thereof, except by and with the prior written consent of Parkes, which consent shall be in Parkes' sole discretion. Parkes is aware, however, that, within one (1) year from the commencement of THIS AGREEMENT, Buffalo Jump intends to conduct certain RENOVATION ACTIVITIES in order to conform THE PROPERTY to Buffalo Jump's use, including:

- 7.2.1 Walling in the doorways and through-ways in the east wall of THE PROPERTY and refinishing said walls to match other walls in the building in their present condition;
- 7.2.2 Replacing the overhead doors at the west loading dock;
- 7.2.3 Removal of the brick building on the west side of the property in order to facilitate easier deliveries to THE PREMISES; and
- 7.2.4 All plumbing, electrical and infrastructural modifications required to conform THE PREMISES to Buffalo Jump's use.

All RENOVATION ACTIVITIES performed on THE PREMISES shall be made in accordance with all applicable laws and, excepting those about which the parties have agreed

otherwise in writing, shall at once when made or installed be deemed to have attached to THE PREMISES and to become the property of Parkes and shall remain for the benefit of Parkes at the end of the term, or other expiration of THIS AGREEMENT, in as good order and condition as they were when installed, reasonable wear and tear excepted; provided, however, if, prior to the termination of THIS AGREEMENT or within fifteen (15) days thereafter, if Parkes so directs, Buffalo Jump shall promptly remove the additions, improvements, fixtures and installations which were placed on THE PREMISES by Buffalo Jump and which are designated in said notice and repair any damage occasioned by such removal, and, in default thereof, Parkes may effect said removal and repairs at Buffalo Jump's expense. In the event Parkes consents to any such RENOVATION ACTIVITIES as herein provided, Buffalo Jump shall indemnify and save Parkes harmless from all expense, liens, claims or damages to either persons or property arising out of or resulting from the undertaking of RENOVATION ACTIVITIES.

7.3 In the event Buffalo Jump shall require any RENOVATION ACTIVITIES or any other modifications to THE PREMISES, all design and renovation shall be supervised and approved by Parkes or Parkes' agents. All reasonable costs incurred by Parkes which are directly related to the supervision of design and renovation shall be reimbursed by Buffalo Jump to Parkes upon presentation of any bills, statements or invoices designating such costs.

7.4 Buffalo Jump shall indemnify and save Parkes harmless against any and all bills for labor performed and equipment, fixtures and materials furnished to Buffalo Jump in connection with said work as aforementioned and against any and all liens, bills or claims therefore or against THE PREMISES and from and against all loss, damages, costs, expenses, suits, claims and demands whatsoever.

7.5 Buffalo Jump will not permit any mechanic's, materialman's or other lien to stand against THE PREMISES for work or material furnished to Buffalo Jump, provided that Buffalo Jump shall have the right to contest the validity of any lien or claim if Buffalo Jump shall first have posted a bond to insure that, upon final determination of the validity of such lien or claim, Buffalo Jump shall immediately pay any Judgment rendered against

Buffalo Jump with all proper costs and charges and shall have such lien released without cost to Parkes.

7.6 Any and all RENOVATION ACTIVITIES shall be performed in a workmanlike manner and shall not weaken or impair the structural strength or lessen the value of THE PREMISES.

7.7 Should any governmental agency, bureau, division or otherwise require RENOVATION ACTIVITIES to THE PREMISES, pertaining to Buffalo Jump's use of THE PREMISES, such RENOVATION ACTIVITIES shall be promptly constructed by Buffalo Jump, at Buffalo Jump's sole cost and expense, upon first contacting Parkes for approval.

SECTION EIGHT: REPAIRS

8.1 Buffalo Jump shall keep THE PREMISES in a clean and operational condition, repair all damages to THE PREMISES, including but not limited to the heating, air conditioning, electrical, water, sewer and lighting systems, occasioned by the fault or negligence of Buffalo Jump or the employees of Buffalo Jump, and shall maintain all such systems in good condition. Buffalo Jump shall further provide all incidental items necessary for operation of THE PREMISES, including such items as light bulbs. Buffalo Jump shall further be responsible for and shall repair any damage done to the common areas of THE BUILDING occasioned or caused by Buffalo Jump upon moving into or out of THE PREMISES.

8.2 Parkes shall make NECESSARY REPAIRS to THE PREMISES and attendant systems not occasioned by negligence or fault of Buffalo Jump, or Buffalo Jump's employees or patrons and, subject to the notifications described in Section Sixteen, may enter THE PREMISES at any and all reasonable hours to inspect THE PREMISES and attendant systems to insure that all NECESSARY REPAIRS and maintenance functions are being performed or to make the repairs required of Parkes.

8.3 All maintenance and repairs made by Buffalo Jump shall be at least equal in quality and class to the original work.

SECTION NINE: UNLAWFUL OR DANGEROUS ACTIVITY

9.1 Buffalo Jump shall neither use nor occupy THE PREMISES, or any part thereof, for any unlawful, disreputable or hazardous purpose nor operate THE PREMISES or conduct Buffalo Jump's business in a manner not permitted in accordance with Section 2.2 above or in a manner constituting a nuisance of any kind. Buffalo Jump shall immediately, upon discovery of any unlawful, disreputable or hazardous use, take action to halt such activity.

9.2 Buffalo Jump shall not use, store or bring onto THE PREMISES any hazardous material, of any nature, without pre-approval of Parkes. Should Parkes approve of the use or storage of any hazardous material, Buffalo Jump shall be responsible for any increased insurance costs attributable to the use or storage of any hazardous material. Buffalo Jump hereby holds Parkes harmless against any claim or cause of action arising from or through the use of any hazardous material used or stored on THE PREMISES by Buffalo Jump. Should Buffalo Jump fail to notify and obtain Parkes' pre-approval for the use or storage of any hazardous material, Parkes may, at its option, terminate this LEASE upon three (3) days' notice to Buffalo Jump.

9.3 Buffalo Jump and Buffalo Jump's employees or agents shall refrain from smoking in THE BUILDING, including hallways, rest rooms or any other common area.

SECTION TEN: INDEMNITY

10.1 Buffalo Jump shall indemnify and save Parkes harmless from and against any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from any work, activity or thing whatsoever done by or on behalf of Buffalo Jump, in or about THE PREMISES, and shall further indemnify and save Parkes harmless against and from any and all claims arising from any breach or default on the part of Buffalo Jump in the performance of any covenants or agreement on the part of Buffalo Jump to be performed, pursuant to the terms of THIS AGREEMENT, or arising from any act or negligence of Buffalo Jump, or any of Buffalo Jump's agents, contractors, servants, employees or licensees, and from and against all costs, legal fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought therein;

and, in case any action or proceeding be brought against Parkes by reason of any such claim, Buffalo Jump, upon notice from Parkes, covenants to resist or defend, at Buffalo Jump's expense, such action or proceeding by legal counsel satisfactory to Parkes.

SECTION ELEVEN: DEFAULT OR BREACH

11.1 In the event of any failure of Buffalo Jump to pay any rental or other sums when due hereunder, or Buffalo Jump's default in performing any of the other terms, conditions or covenants of THIS AGREEMENT to be observed or performed by Buffalo Jump, for more than five (5) days after notice of such default shall have been given to Buffalo Jump (or other length of time if specified herein to the contrary) or, if Buffalo Jump shall suffer THIS AGREEMENT to be taken under any writ of execution, then Parkes, besides other rights or remedies Parkes may have, shall have the immediate right to terminate THIS AGREEMENT, or re-enter and attempt to re-let without terminating THIS AGREEMENT, and remove all persons and personal property from THE PREMISES, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Buffalo Jump, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Parkes shall not be required to remove any property, personal or otherwise, whether such property is Parkes' or Buffalo Jump's, from THE PREMISES.

11.2 If Parkes, without terminating THIS AGREEMENT, either:

- a) Elects to re-enter and attempts to re-let; or
- b) Takes possession pursuant to legal proceedings; or
- c) Takes possession pursuant to any notice provided by law,

then Parkes may undertake such RENOVATION ACTIVITIES and/or NECESSARY REPAIRS as may be needed in order to re-let THE PREMISES or any part thereof for such term or terms (which may be for a term extending beyond the term of THIS AGREEMENT) and at such rental or rentals and upon such other terms and conditions as Parkes in Parkes' sole discretion may deem advisable. Upon such re-letting, all rentals received by Parkes from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from Buffalo Jump to Parkes, including but not

limited to the costs, expenses and legal fees necessary to re-enter THE PREMISES;

- b) Second, to the payment of any costs and expenses of such re-letting, including but not limited to brokerage fees and attorney's fees;
- c) Third, to the payment of rent due and unpaid hereunder, and
- d) Finally, the residue, if any, shall be held by Parkes and applied to payment of future rent as the same may be due and payable hereunder.

If such rentals received from such re-letting during any month be less than that to be paid during that month by Buffalo Jump hereunder, Buffalo Jump shall pay any such deficiency to Parkes. Such deficiency shall be calculated and paid monthly or, at Parkes' option, may be calculated as a lump sum shall be due in a single payment. No such re-entry or taking possession of THE PREMISES by Parkes shall be construed as an election on Parkes' part to terminate THIS AGREEMENT unless a notice of such intention be given to Buffalo Jump or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Parkes may at any time thereafter elect to terminate THIS AGREEMENT for such previous breach. Should Parkes at any time terminate THIS AGREEMENT for any breach, in addition to any other remedies Parkes may have, Parkes may recover from Buffalo Jump all damages Parkes may incur by reasons of such breach, including the cost of recovering THE PREMISES, reasonable attorney's fees, including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in THIS AGREEMENT for the remainder of the stated term over the then-reasonable rental value of THE PREMISES for the remainder of the stated term, all of which amounts shall be immediately due and payable from Buffalo Jump to Parkes.

11.3 In addition to any other remedies Parkes may have at law or equity and/or under THIS AGREEMENT, Buffalo Jump shall pay upon demand all of Parkes' legally allowable costs, charges and expenses, including reasonable legal fees, fees of agents and others retained by Parkes, incurred in connection with the recovery of sums due under THIS AGREEMENT, whether any suit be filed or not, or because of the breach of

any covenant under THIS AGREEMENT, or for any other relief against Buffalo Jump. In the event either party shall bring any action against the other party for relief hereunder, the unsuccessful party shall pay the other party's reasonable attorney's fees and all Court costs.

11.4 If Buffalo Jump shall become bankrupt or file any debtor proceedings, or take or have taken against Buffalo Jump, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Buffalo Jump's property, or, if Buffalo Jump makes an assignment for the benefit of creditors or petitions for or enters into such an arrangement, then and in that event THIS AGREEMENT shall, at the option of Parkes, be canceled and terminated, and any party claiming on behalf of Buffalo Jump shall not have any rights whatsoever under THIS AGREEMENT.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of THIS AGREEMENT shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance of any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance of rent by Parkes, at any time when Buffalo Jump is in default under such covenant or condition hereof, be construed as a waiver of such default or of Parkes' right to terminate THIS AGREEMENT on account of such default, nor shall any waiver or indulgence granted by Parkes to Buffalo Jump be taken as an estoppel against Parkes, it being expressly understood that if, at any time Buffalo Jump shall be in default in any of its covenants or conditions hereunder, an acceptance by Parkes of rental during the continuance of such default or the failure on the part of Parkes promptly to avail itself of such other rights or remedies as Parkes may have, shall not be construed as a waiver of such default, but Parkes may at any time thereafter, if such default continues, terminate THIS AGREEMENT on account of such default.

11.6 The rights and remedies given to Parkes by THIS AGREEMENT shall be deemed to be cumulative, and no one of such rights and remedies shall be exclusive at law or in equity of the rights and remedies which Parkes might otherwise have by virtue

of a default under THIS AGREEMENT, and the exercise of one such right or remedy by Parkes shall not impair Parkes' standing to exercise any other right or remedy.

SECTION TWELVE: DESTRUCTION OF THE PREMISES

12.1 If THE PREMISES should be destroyed by fire, earthquake, Act of God or the elements during the term hereof, or damage to such an extent that THE PREMISES cannot be repaired within one hundred twenty (120) working days, THIS AGREEMENT, at the Buffalo Jump's option, shall terminate, and any prepaid, unearned rental shall be refunded to Buffalo Jump. If during the first twenty (20) days after such damage or destruction the Buffalo Jump agrees to continue as a tenant, THIS AGREEMENT shall remain in full force and effect, and Parkes shall, with all reasonable dispatch, proceed to replace THE PREMISES with a premises similar in character, controlled by THE BUILDING laws and ordinances, and the rental shall abate for such length of time during the period of replacement that Buffalo Jump is deprived of the occupation or enjoyment of THE PREMISES. If, however, THE PREMISES are only partially destroyed by any of the above causes and the damage thereto can be repaired within the one hundred twenty (120) working day period, Parkes shall, at Parkes' option, with all reasonable dispatch, proceed to repair THE PREMISES and place THE PREMISES in substantially the same condition as THE PREMISES were prior to the damage, and Buffalo Jump shall pay rent to Parkes for the damaged PREMISES should they be fit for occupancy during the time of repair. If THE PREMISES are not fit for occupancy during the time of repair, then the rent shall abate during such time period. In the event that Parkes and Buffalo Jump cannot agree as to whether THE PREMISES or a portion thereof are fit for occupancy, an independent third party, as agreed upon by Parkes and Buffalo Jump, shall make the said determination.

12.2 Parkes shall not be responsible for any claim, cause of action, damage, cost or expenses in the event Buffalo Jump's business is interrupted, in any manner, if THE PREMISES are damaged or destroyed by fire, earthquake, act of God or the elements, or any other cause.

SECTION THIRTEEN: [RESERVED]

SECTION FOURTEEN: SUBORDINATION

14.1 THIS AGREEMENT and all rights of Buffalo Jump hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect THE PREMISES, or any part thereof, and to any and all renewals, modifications or extensions of any such Mortgages. Buffalo Jump shall on demand execute, acknowledge and deliver to Parkes, without expense to Parkes, any and all instruments that may be necessary or proper to subordinate THIS AGREEMENT and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and, if Buffalo Jump shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Parkes, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Buffalo Jump's attorney in fact and in Buffalo Jump's name. Buffalo Jump hereby irrevocably makes, constitutes and appoints Parkes, Parkes' successors and assigns, as Buffalo Jump's attorney in fact for that purpose.

SECTION FIFTEEN: LESSOR'S RIGHT TO PERFORM

15.1 If Buffalo Jump shall at any time be in default of the terms hereunder, Parkes may cure such default on behalf of Buffalo Jump, in which event Buffalo Jump shall reimburse Parkes for all sums paid to effect such cure, together with interest at the rate of eighteen percent (18%) per annum, reasonable attorney's fees and other costs. In order to collect such reimbursement, Parkes shall have all the remedies available under law and THIS AGREEMENT for a default in the payment of rent.

SECTION SIXTEEN: LESSOR'S RIGHT OF ACCESS

16.1 Buffalo Jump shall permit Parkes or Parkes' agents to inspect or examine THE PREMISES at any reasonable time and shall permit Parkes to make such REPAIRS and/or undertake such RENOVATION ACTIVITIES to THE PREMISES, or to THE BUILDING of which THE PREMISES are a part, that Parkes may deem necessary or which

Buffalo Jump have covenanted herein to do and has failed so to do, without the same being construed as an eviction of Buffalo Jump in whole or in part, and the rent shall in no manner abate while such REPAIRS and/or RENOVATION ACTIVITIES are being made by reason of loss or interruption of Buffalo Jump's use of THE PREMISES because of the prosecution of such work; provided, however, except in cases of emergency, Parkes shall give Buffalo Jump ten (10) days' notice of any such REPAIRS and/or RENOVATION ACTIVITIES required to comply with the terms and conditions of THIS AGREEMENT, during which ten (10) day period, Buffalo Jump shall have the right to perform such REPAIRS and/or RENOVATION ACTIVITIES. Any exercise by Parkes of its rights to access or enter THE PREMISES shall at all times be subject to the reasonable security requirements of Buffalo Jump. The representatives of Parkes entering THE PREMISES shall, at all times while upon THE PREMISES, be accompanied by a representative of Buffalo Jump (subject to the terms of Section 16.2 below).

16.2 If Buffalo Jump shall not be personally present to open and permit entry into THE PREMISES at any time when, for emergency purposes only, an entry therein shall be necessary or permissible, Parkes or Parkes' agents may authorize emergency personnel to enter THE PREMISES by a master key or to forcibly enter THE PREMISES (only after having notified Buffalo Jump's designee and afforded them reasonable time to arrive on THE PREMISES given the nature of the emergency), without rendering Parkes, Parkes' agents or such personnel liable therefor, and without in any manner affecting the obligations and covenants of THIS AGREEMENT.

16.3 Parkes' right of entry or re-entry shall not be deemed to impose upon Parkes any obligation, responsibility or liability for the care, supervision or repair of THE PREMISES.

SECTION SEVENTEEN: LESSEE'S RIGHT OF ACCESS

17.1 Buffalo Jump shall have full and complete access to THE PREMISES twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

SECTION EIGHTEEN: PARKING & COMMON AREAS

18.1 During the term of THIS AGREEMENT, Parkes shall provide a public parking area which shall be shared with other tenants of Parkes' property, and which Parkes shall maintain. Parking in the parking lot shall be on a first come, first served basis with no assigned parking spaces. Parkes shall not be responsible or liable for any damages occurring to any vehicle parked in the parking lot.

18.2 Buffalo Jump shall further have the right to utilize the common areas in the rear of THE BUILDING for access and delivery purposes, said access being for no more than one (1) year or until THE PREMISES are walled-off from the remainder of THE BUILDING pursuant to Section 7.2 above.

SECTION NINETEEN: ASSIGNMENT AND SUBLEASING

19.1 Buffalo Jump shall not assign, mortgage or encumber THIS AGREEMENT or sublet, underlet, license or permit THE PREMISES or any part thereof to be used by others, whether voluntary or by operation of law or otherwise, without the prior written consent of Parkes in each instance. The sale or transfer of stock control, if Buffalo Jump is or becomes a corporation, shall be deemed an assignment of THIS AGREEMENT, unless such sale or transfer results from the death of a stockholder of Buffalo Jump. Any consent by Parkes to an assignment or underletting or subletting shall not in any manner be construed to relieve Buffalo Jump, any assignee, undertenant or sublessee from obtaining the consent in writing of Parkes to any further assignment, underletting or subleasing.

19.2 Buffalo Jump shall not in any way be released from any duties or responsibilities set forth in THIS AGREEMENT in the event that any sublessor shall violate said sublease, unless Parkes shall expressly waive Parkes' rights against Buffalo Jump to THIS AGREEMENT in writing prior to said sublease.

SECTION TWENTY: NOTICE

20.1 All notices to be given with respect to THIS AGREEMENT shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return

receipt requested, to the party to be notified at such addresses as either party may from time to time designate in writing. Every notice shall be deemed to have been given three (3) days after deposit in the United States Mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal proceedings.

SECTION TWENTY-ONE: SURRENDER OF POSSESSION

21.1 Buffalo Jump shall, on the last day of the term or on earlier termination and forfeiture of THIS AGREEMENT, subject to the exercise of any options granted to Buffalo Jump herein, peaceably and quietly surrender and deliver THE PREMISES to Parkes, including all buildings, additions, fixtures, equipment and improvements constructed or placed thereon by Buffalo Jump, all in good condition and repair.

SECTION TWENTY-TWO: SIGNS

22.1 Buffalo Jump shall not place or erect any signs of any nature on any part of THE PREMISES (including the interior and exterior) without having first obtained the appropriate City of Cody permit, if necessary. All such signs or alterations thereof shall remain subject to approval by the City of Cody, if necessary.

SECTION TWENTY-THREE: SALE OF PREMISES

23.1 In the event that Parkes should sell THE PREMISES, or any part of the real property upon which THE PREMISES are located, Buffalo Jump's option to renew THIS AGREEMENT for successive terms shall terminate. However, the sale of THE PREMISES, or any part of the real property upon which THE PREMISES are located, shall not affect the then-current term of THIS AGREEMENT, and Buffalo Jump shall have the right to complete the then-current term of THIS AGREEMENT to the expiration date.

23.2 Parkes and Buffalo Jump acknowledge that Buffalo Jump is, contemporaneously herewith, entering into an Option Agreement and Right of First Refusal whereby Buffalo Jump may purchase THE PREMISES and the adjacent premises described as a portion of Lot 9, all of Lots 10 and 11 , Block 15 in the Original Town (now

City) of Cody, Wyoming. Said Option Agreement shall be read *in pari materia* with THIS AGREEMENT and, upon Buffalo Jump's purchase of THE PREMISES, THIS AGREEMENT shall terminate and shall be of no further effect.

23.3 The parties agree that they shall record a Memorandum reflecting Buffalo Jump's leasehold interest in THE PREMISES, as well as the Option Agreement and Right of First Refusal.

SECTION TWENTY-FOUR: MISCELLANEOUS PROVISIONS

24.1 The captions of THIS AGREEMENT are for convenience only, are not part of THIS AGREEMENT and do not in any way limit or amplify the terms or provisions hereof.

24.2 Nothing contained in THIS AGREEMENT shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between Parkes and Buffalo Jump. Parkes and Buffalo Jump expressly understand and agree that neither the computation of rent nor any other provisions contained in THIS AGREEMENT nor any other act or acts of the parties hereto shall be deemed to create any relationship between Parkes and Buffalo Jump other than the relationship of landlord and tenant.

24.3 THIS AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or arising through the terms of THIS AGREEMENT shall be Park County, Wyoming.

24.4 Except as otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Parkes and Buffalo Jump. Each term and provision of THIS AGREEMENT to be performed by Buffalo Jump shall be construed to be both an independent covenant and a condition. The reference contained to successors and assignees of Buffalo Jump is not intended to constitute a consent to assignment by Buffalo Jump but has reference only to those instances in which Parkes may have given written consent to a particular assignment.

24.5 Buffalo Jump acknowledges that Parkes and Parkes' agents have made no representations or promises with respect to THE PREMISES or the making or entry into THIS AGREEMENT, except as expressly set forth. All negotiations, considerations, representations and understandings between the parties are incorporated in THIS AGREEMENT, and Buffalo Jump acknowledges that Parkes, Parkes' agents and representatives, have made no representations, warranties or promises with respect to THE BUILDING, the surrounding land or fixtures in THE PREMISES.

24.6 THIS AGREEMENT constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge THIS AGREEMENT, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.

24.7 If any term or provision of THIS AGREEMENT, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of THIS AGREEMENT, or the application of such term or provision to the terms or entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of THIS AGREEMENT shall be valid and enforced to the fullest extent permitted by law.

24.8 THIS AGREEMENT may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

SECTION TWENTY-FIVE: AUTHORITY OF SIGNATORIES

25.1 Each person executing THIS AGREEMENT individually and personally represents and warrants that he/she is signing with full and complete authority granted by the corporation or entity which is represented herein as Buffalo Jump. The signatories hereto represent and warrant that THIS AGREEMENT is binding upon Parkes and Buffalo Jump in accordance with the terms and conditions of THIS AGREEMENT.

SECTION TWENTY-SIX: TIME OF THE ESSENCE

26.1 Time is of the essence in all provisions of THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed THIS AGREEMENT at Cody,
Wyoming, the day and year first above written.

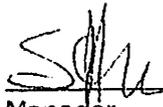
Parkes:



STEVE PARKES

Buffalo Jump: BUFFALO JUMP WINES, LLC

By:



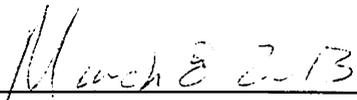
Manager

Scott Wagner

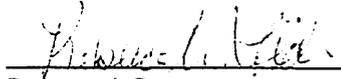
The undersigned hereby personally guarantee that Buffalo Jump will perform all covenants, terms, conditions and promises contained in THIS AGREEMENT, including the payment of any monies required herein. Parkes shall have the right to require the performance of the personal guarantor in place of the performance of Buffalo Jump without first having requested such performance by Buffalo Jump.



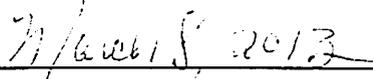
Personal Guarantor



Date



Personal Guarantor



Date

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Liquor License Application Addendum
Background Information Disclosure

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

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

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

Individual: each individual on the application

Partnership: each partner

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

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

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

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

Liquor License Applicant Name:

Buffala Jung Wines LLC.

Individual Name:

Scott Wagner

Date:

3/15/16

Date

Offense

None

Signature: 

Big Horn Federal



March 15, 2016

Cody City Council

To Whom It May Concern:

I am writing in regards to Buffalo Jump Wines LLC and Geyser Distilling LLC. Both businesses have an account with Big Horn Federal Savings Bank and they are in good standing.

Sincerely,
Big Horn Federal

A handwritten signature in blue ink that reads "Theresa Klass". The signature is fluid and cursive, with a long horizontal stroke at the end.

Theresa Klass
Head Teller



Greybull Branch
P.O. Box 471 • 33 North 6th
Greybull, WY 82426
ph: 307.765.4412

Powell Branch
105 E. Second Street
Powell, WY 82435
ph: 307.754.9501

Thermopolis Branch
643 Broadway
Thermopolis, WY 82443
ph: 307.864.2156

Cody Branch
1701 Stampede Ave.
Cody, WY 82414
ph: 307.587.5521

Worland Branch
1006 Big Horn Ave.
Worland, WY 82401
ph: 307.347.6196

Lovell Branch
8 East Main
Lovell, WY 82431
ph: 307.548.2703

www.bighornfederal.com

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 3 18 16

	Annual Fee	Prorated Fee
Basic Fee:	\$ _____	\$ <u>33.32</u>
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ <u>33.32</u>
Publishing Fee Collected:	\$ <u>79.00</u>	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 3/24/16 : 3/31/16

Hearing Date: 4 1 5 2016

LICENSE TERM: 4 / 1 / 6 / 2016
Month Day Year

Through: 7 / 31 / 2016
Month Day Year

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

Formerly Held by: _____

Applicant: Geyser Distilling LLC.

Trade Name (dba): _____

Premise Address: 1326 Beck Ave
Number & Street

City: _____ Cody: _____ State WY: _____ Zip 82414: _____ County: _____

Mailing Address: same ↑
Number & Street or P.O. Box

City: _____ State: _____ Zip: _____

Business Telephone Number: (307) 578-6995

Fax Number: ()

E-Mail Address: Info@buffalojumpwinery.com

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

<p>FILING FOR</p> <p><input type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p>FILING IN (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> CITY OF CODY</p> <p><input type="checkbox"/> COUNTY OF _____</p> <p>FILING AS (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ASSOCIATION <input type="checkbox"/> ORGANIZATION</p>	<p style="text-align: center;">TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input checked="" type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p>WHEN DO YOU OPERATE?</p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation) from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat) <u>Everyday</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a) <u>11 am - 11 pm</u></p>
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1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

(a) Give a description with dimensions of the dispensing room and state where it is located within the building (e.g. 10 x 12 room in SE corner of building). Please provide a drawing of the establishment that includes the dispensing room: W.S. 12-4-102(a)(i)

Room located in the most northerly part of the building and is 36'x 20' room

(b) If Winery or Microbrewery, also list the manufacturing facility.(e.g. MFG: 10' X 12' room in SW portion of bldg.)

MFG: _____

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:
Zoned D2 OT LOTS 7, 8, 9, 10 Block 15

2. BUILDING OWNERSHIP: Does the applicant? W.S. 12-4-103 (a) (iii)

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

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

(A) DATE lease expires 9/1/17 located on page 2 paragraph 1 of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page 1 paragraph 3 of lease.

NOTE: Please submit a copy of the lease with the application. W.S. 12-2-103(a)(iii) requires the lease be valid THROUGH the TERM OF THE LICENSE and MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business? YES NO
4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? YES NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? YES NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? YES NO
- (d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: _____
5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b) YES NO
If "YES", explain: _____
6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i) YES NO
7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii) YES NO

RESTAURANT OR BAR AND GRILL LICENSE:

8. Have you submitted a valid food service permit? W.S. 12-4-407(a)/W.S. 12-4-413(a) YES NO

RESORT LICENSE:

9. Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) YES NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) YES NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) YES NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

MICROBREWERY LICENSE:

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY
11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division) YES NO
- (b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division) YES NO

WINERY LICENSE:

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) YES NO
- (a) If "YES", please specify type: RETAIL RESTAURANT RESORT
 BAR AND GRILL MICROBREWERY WINERY

LIMITED RETAIL (CLUB) LICENSE:

13. **FRATERNAL CLUBS** W.S. 12-1-101(a)(iii)(B)
- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? YES NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? YES NO

LIMITED RETAIL (CLUB) LICENSE:

14. **VETERANS CLUBS** W.S. 12-1-101(a)(iii)(A):
- (a) Does the Veteran's organization hold a charter by the Congress of the United States? YES NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? YES NO

LIMITED RETAIL (CLUB) LICENSE:

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

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

LIMITED RETAIL (CLUB) LICENSE:

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

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

17. (a) If applicant is filing as an Individual or Partnership: W. S. 12-4-102 (a) (ii) & (iii)

Each individual or partner must complete this section.

If the applicant is filing as a Club:

Each officer must complete this section.

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

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

(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102 (a) (iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete this section.

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Scott Wagner	9/26/1966			1	40	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Rebecca Tilden	1/1/1962			1	40	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Tim Carson	2/8/1961			1	10	YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

OATH OR VERIFICATION

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

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

STATE OF WYOMING)

SS.

COUNTY OF PARK)

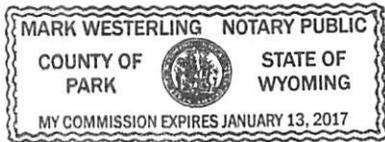
Before Me, MARK WESTERLING, (specify)
(Printed name of Notary or other officer authorized to administer oaths)

PARK a Notary Public Officer authorized to administer oaths in and for
County, State of Wyoming, personally appeared

SCOTT WAGNER name he/she being first duly sworn
(Insert Names)

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

(Seal)



1. [Signature]
2. _____
3. _____
4. _____

My Commission expires: 1-13-17

Witness my hand and official seal:

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

Title NOTARY PUBLIC

Dated: 3-8-16

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Include a drawing of the dispensing room W.S. 12-5-201 (a).
- Attach any lease agreements W.S. 12-4-103 (a) (iii).
- Include a copy of the CURRENT food service permit for Restaurant or Bar & Grill Liquor License applicants W.S. 12-4-407 (a) or 12-4-413 (a).
- If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601 (b).

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

When an application for a license, permit, renewal or any transfer of location or ownership thereof has been filed with a licensing authority, the clerk shall promptly prepare a notice of application, place the notice conspicuously upon the premises shown by the application as the proposed place of sale and public the notice in a newspaper of local circulation once a week for two (2) consecutive weeks. The notice shall state that a named applicant has applied for a license, permit, renewal or transfer thereof, and that protests against the issuance, renewal, or transfer of the license or permit will be heard at a designated meeting of the licensing authority.

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

1326 BECK AVE

1328 BECK AVE



36'
Tasting Room 20'

KITCHEN

office

Dining Room
~~Art~~
Studio

STAIRS
DOWN

BONDED
LSD

STAIRS + J KEE

REST ROOM

office

REST ROOM

STORAGE

RR
RR
UTIL

Work Room

**BONDED
WINERY**

STORAGE

Garage

SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is made effective as of the 1st day of September, 2015, (the "Effective Date") by and between Buffalo Jump Wines, LLC, a Wyoming corporation ("Sublessor"), and Geyser Distilling, LLC., a Wyoming corporation ("Sublessee"). Sublessor agrees to sublease to Sublessee, and Sublessee agrees to sublease from Sublessor, those certain premises situated in the City of Cody, State of Wyoming, consisting of a room on the interior of the building that is 39'10" by 39'2" and a 33' by 18' section located directly south of the above section of the building, which is approximately 2,154 square feet of space in a portion of the building known as 1326 Beck Avenue, more particularly set forth on Exhibit "A" hereto (the "Subleased Premises"). Additional space may be leased within the premises as needed and agreed upon by the Leasee and Lessor.

ARTICLE 1

MASTER LEASE AND OTHER AGREEMENTS

1.1 Subordinate to Master Lease. Except as specifically set forth herein, this Sublease is subject and subordinate to all of the terms and conditions of the lease (the "Lease") dated as of March 8, 2013, between Steve Parkes, ("Master Lessor") and Buffalo Jump Wines, LLC, a Wyoming corporation, as "Lessee". The Lease is sometimes referred to herein as the "Master Lease". Sublessee hereby assumes and agrees to lease a room in the premises from the Lessee under the Master Lease as more particularly set forth hereafter and Sublessor agrees to perform the obligations of Lessee under the Lease to the extent not assumed by Sublessee under this Sublease. With respect to the obligations assumed by Sublessee, Sublessee shall neither do nor permit anything to be done which would cause the Master Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in Master Lessor under the Master Lease. In the event of the termination of Sublessor's interest as Lessee under the Master Lease by Master Lessor, then this Sublease shall terminate automatically upon such termination without any liability of Master Lessor or Sublessor to Sublessee. Sublessee represents and warrants to Sublessor that it has read and is familiar with the Master Lease.

1.2 Applicable Provisions. All of the terms and conditions contained in the Master Lease as they may apply to the Subleased Premises, except that the specific use of the premises by the Sublessee shall be to manufacture, distill, age, store, sell, and bottle distilled spirits, specifically, operate a Distilled Spirits Plant (DSP).

ARTICLE 2

TERM

2.1 Term. The term of this Sublease shall commence on the date Sublessee fully executes and delivers this Sublease to Sublessor accompanied by the authorization by Steve Parkes, (the Master Lessor) required for the lawful operation of Sublessee's business

upon the Premises. The Rent shall commence on September 1, 2015. The term of this Sublease shall end on September 1, 2017, unless sooner terminated pursuant to any provision of the Master Lease applicable to the Subleased Premises. Sublessor shall have no obligation to Sublessee to exercise any of its options to extend under the Master Lease.

ARTICLE 3

RENT

3.1 Rent. Commencing on the Rent Commencement Date, Sublessee shall pay to Sublessor each month during the term of this Sublease, rent in the amount of One Thousand Five Hundred Dollars (\$1,500), in advance, on execution hereof for the first month and on or before the first of each month thereafter ("Base Rent"). Rent for partial months at the commencement or termination of this Sublease shall be prorated. Rent shall be paid to the Sublessor at its business address noted herein, or at any other place Sublessor may from time to time designate by written notice mailed or delivered to Sublessee.

3.2 Additional Rent. If Sublessee shall procure any additional services from Master Lessor, or if additional rent or other sums are incurred for Sublessee's sole benefit, Sublessee shall make such payment to Sublessor or Master Lessor, as Sublessor shall direct and such charges shall not be pro rated between Sublessor and Sublessee. Any other rent or other sums payable by Sublessee under this Article 3 shall constitute and be due as additional rent. Base Rent and additional rent shall herein be referred to as "Rent".

3.3 Operating Expenses. This Sublease shall be gross in nature. Sublessor shall be responsible for utilities and janitorial costs. All other operating expenses under the Master Lease shall be the responsibility of Sublessor.

ARTICLE 4

INSURANCE

4.1 Sublessee's Insurance With respect to the Tenant's insurance under the Master Lease, the same is to be provided by Sublessee as described in the Master Lease, and such policies of insurance shall include as additional insureds Master Lessor, Sublessor and any lender as required by Master Lessor. Geysler Distilling will further indemnify and hold harmless the Master Lessor (Steve Parkes) from any and all damages, liability, and claims arising from Geysler Distilling and the operation of the DSP.

4.2 Waiver of Subrogation. With respect to the waiver of subrogation contained in the Master Lease, such waiver shall be deemed to be modified to constitute an agreement by and among Master Lessor, Sublessor and Sublessee (and Master Lessor's consent to this Sublease shall be deemed to constitute its approval of this modification).

ARTICLE 5

ASSIGNMENT, SUBLETTING & ENCUMBRANCE

8.1 Consent Required. Sublessee shall not assign this Sublease or any interest therein nor shall Sublessee sublet, license, encumber or permit the Subleased Premises or any part thereof to be used or occupied by others, without the Master Lessor's prior written consent.

ARTICLE 6

CONSENT OF MASTER LESSOR

6.1 Precondition. The Master Lease requires that Sublessor obtain the consent of Master Lessor to any subletting by Sublessor. This Sublease shall not be effective unless and until Master Lessor signs a consent to this subletting satisfactory to Sublessor.

ARTICLE 7

MISCELLANEOUS

7.1 Conflict with Master Lease; Interpretation. In the event of any conflict between the provisions of the Master Lease and this Sublease, the Master Lease shall govern and control except to the extent directly contradicted by the terms of this Sublease. No presumption shall apply in the interpretation or construction of this Sublease as a result of Sublessor having drafted the whole or any part hereof.

11.2 Remedies Cumulative. The rights, privileges, elections, and remedies of Sublessor in this Sublease, at law, and in equity are cumulative and not alternative.

11.3 Waiver of Redemption. Sublessee hereby expressly waives any and all rights of redemption to which it may be entitled by or under any present or future laws in the event Sublessor shall obtain a judgment for possession of the Subleased Premises.

ARTICLE 8

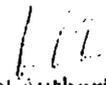
EXHIBITS

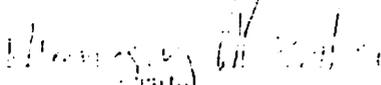
8.1 Exhibits and Attachments. All exhibits and attachments to this Sublease are a part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

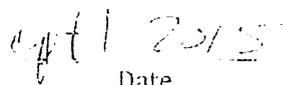
SUBLESSOR

Buffalo Jump Wines, LLC, a Wyoming corporation

By: 
Signature of Authorized Representative

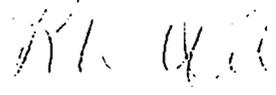
Its: 
Title

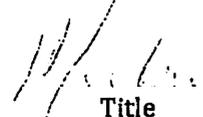
.....
Print Name

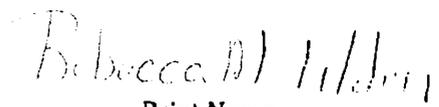

Date

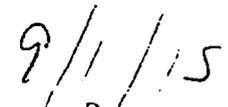
SUBLESEE

Geyser Distilling, LLC, a Wyoming corporation

By: 
Signature of Authorized Representative

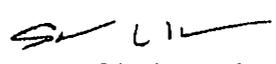
Its: 
Title

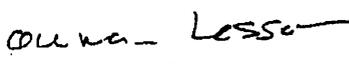

Print Name

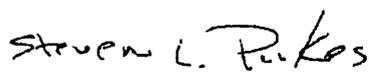

Date

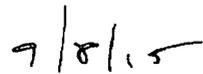
MASTER LESSOR

Steve Parkes

By: 
Signature of Authorized Representative

Its: 
Title


Print Name


Date

License Number: **201300**

Fee: **\$250.00**

STATE OF WYOMING
Department of Revenue Liquor Division
MANUFACTURER/RECTIFIER
GEYSER DISTILLING

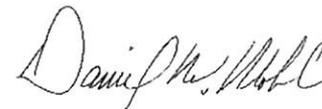
This license is hereby granted and issued to **GEYSER DISTILLING LLC** of **1326 BECK AVENUE, CODY**, in the State of **WY 82414**, as a Manufacturer. The term of this license is one year, beginning on **12/1/2015**, and ending on **11/30/2016** authorizing **GEYSER DISTILLING LLC**, to manufacture spirits in the State of Wyoming pursuant to the provisions of Wyoming statute.

This license, which is a PRIVILEGE, is granted to the holder who acknowledges that the liquor laws of the State of Wyoming and the Rules and Regulations of the Department of Revenue Liquor Division, shall be adhered to. The holder of this license is deemed to have consented to the personal jurisdiction of the Department of Revenue Liquor Division or any other state agency and the courts of the State of Wyoming concerning enforcement.

Approved:



Greg Cook, Administrator
Department of Revenue Liquor Division



Daniel W. Noble, Director
Department of Revenue

DEPARTMENT OF THE TREASURY - ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

1. PERMIT NUMBER
WY-S-20006

BASIC PERMIT

2. DATE OF PERMIT

(Under Federal Alcohol Administration Act)

11/12/2015

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)
GEYSER DISTILLING, LLC

3. REGISTRY NUMBER (if applicable)
DSP-WY-21005

dba GEYSER DISTILLING

4. DATE OF APPLICATION 06/10/2015

1326 BECK AVE
CODY, WY 82414-3729



6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

*Used for Contract Bottling or Packaging/Branding Purposes

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

- a. Distilled Spirits - distiller rectifier (processor) warehouseman and/or warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified.
- b. Wine - producer and blender blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended.
- c. Importer - importing into the United States the following alcoholic beverages:
while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported.
- d. Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages:
while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO OPERATIONS OFFICE WITHOUT DELAY

THIS IS AN
REASON FOR AMENDMENT

ORIGINAL PERMIT

AMENDED PERMIT
DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

FOR JOHN J. MANFREDA, ADMINISTRATOR

MEETING DATE: APRIL 5, 2016
DEPARTMENT: POLICE
PREPARED BY: ANNALEA AVERY
ADMIN SERVICES/GRANTS
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____ BC _____

AGENDA ITEM SUMMARY REPORT

Request to sign resolution authorizing designation of the National Incident Management System (NIMS) as the basis for all incident management in the City of Cody, WY

ACTION TO BE TAKEN:

Authorize Mayor to sign a resolution authorizing designation of the National Incident Management System (NIMS) as the basis for all incident management in the City of Cody, Wyoming. This resolution will support the Wyoming Department of Homeland Security and align with Park County, Wyoming resolution of NIMS signed on 9/13/2005.

SUMMARY OF INFORMATION:

NIMS was adopted by Park County, WY on 09/13/2005 and is the national standard for incident command. The City of Cody has followed NIMS standards but was not explicitly listed in the Park County, WY resolution in 2005. This resolution will be used to support the City of Cody in obtaining future grant funds through the Wyoming Department of Homeland Security as well as officially show that NIMS was designated as the standard operation for incident command for the City of Cody operations.

FISCAL IMPACT

If approved, there would be no negative impact on City funds. However, if approved the future potential for State Homeland Security Grants is greater.

ALTERNATIVES

1. Approve the resolution authorizing designation of the National Incident Management System (NIMS)
2. Deny the resolution authorizing designation of the National Incident Management System (NIMS)

ATTACHMENTS

Park County Resolution from 09/13/2005

AGENDA & SUMMARY REPORT TO:

Jolene Brakke and Interim Police Chief, Jon Beck 307-527-8724

AGENDA ITEM NO. _____

RESOLUTION NO. 2016-05

A RESOLUTION AUTHORIZING DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN THE CITY OF CODY, WYOMING.

WITNESSETH

WHEREAS, The Presidential Policy Directive (PPD-8), directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, the collective input and guidance from all federal, state, local and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, the Wyoming Business Council Business Ready Communities Program requires that certain criteria be met, as described in the Wyoming Business Council's Rules governing the program, and to the best of our knowledge this application will meet those criteria; and

WHEREAS, it is necessary and desirable that all federal, state, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that federal, state, local and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards of planning, training and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the state's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety and streamline incident management process; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state, including current homeland security/emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardization Incident Command System.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING does hereby establish the National Incident Management System (NIMS) as the standard for incident management.

PASSED, APPROVED AND ADOPTED THIS 5th day of April 2016.

Mayor Nancy Tia Brown

Attest:

Cindy Baker, Administrative Services Officer

RESOLUTION NO. 2005 - 72

DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM
(NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN PARK COUNTY,
WYOMING

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for federal, state, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity; and

WHEREAS, the collective input and guidance from all federal, state, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS; and

WHEREAS, it is necessary and desirable that all federal, state, local, and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management; and

WHEREAS, to facilitate the most efficient and effective incident management it is critical that federal, state, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the state's ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the state, including current homeland security / emergency management training programs; and

WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Park County, Wyoming by the virtue of the authority vested in the Constitution and Laws of the State of Wyoming, does hereby establish the National Incident Management System (NIMS) as the standard for incident management.

APPROVED this 13th day of September, 2005.

**BOARD OF COUNTY COMMISSIONERS
PARK COUNTY, WYOMING**

Tim A. French

Tim A. French, Chairman

Marie Fontaine

Marie Fontaine, Vice Chairman

Bucky Hall

Bucky Hall, Commissioner

SEAL:

ATTEST:

Karen Carter

Karen Carter, Park County Clerk

First Deputy County Clerk

ORDINANCE NO. 2016-05

**AN ORDINANCE AMENDING TITLE 9 OF THE CITY OF CODY
CODE, BY ADDING A CHAPTER 4, "FENCE REGULATIONS"**

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

Title 9, Chapter 4 of the City of Cody Code is hereby established to provide as follows:

Chapter 4, FENCE REGULATIONS

10-12-1: GENERAL PROVISIONS:

A. Fence Defined: "Fence" means a constructed vertical structure, barrier or partition of any material or combination of materials erected to enclose, screen, or separate outdoor areas, and which has no roof or overhead covering.

B. Permit Required: No person shall build, rebuild, replace, construct or erect, or cause to be built, rebuilt, replaced, constructed or erected anywhere within the city, any boundary or division fence or wall of any kind, without first having secured a permit therefor from the building official or his or her designee. For purposes of this section, a fence is considered to be rebuilt or replaced if thirty feet (30') or more of an existing fence is removed and rebuilt or replaced within a twelve (12) month period from the time work on the fence begins.

C. Property Owner Requirements: Prior to installing any part of the fence, including posts, the property owner shall:

1. Application: Submit an application, signed by the property owner, which shall include a site plan showing the dimensions and location of the proposed fence. The application shall be on a form prescribed and approved by the building official;
2. Meet with the Building Official: Meet with the building official, or his or her designee, to show where the fence will be located; and
3. Identification of Lines and Boundaries: Demonstrate to the building official, or his or her designee, that the fence will not cross, interfere with, or encroach into or upon any neighboring property or city rights of way. It shall be the responsibility of the property owner to accurately identify the property lines and boundaries of his or her property where the fence will stand. The building official, or his or her designee, may require the property owner to survey the property boundaries to ensure that the fence will not encroach into or upon a neighboring property or city rights of way. "Rights of way", as used herein, shall be defined as public streets, public sidewalks and public alleys.

D. Materials: Fencing materials are limited to wood, vinyl, masonry, wrought iron, decorative metal, wire mesh (e.g. chain link), bamboo, and similar materials. Pallets, tarps, scrap metal, tires, signs, and similar materials are not permitted for fencing purposes.

E. Height: Fences are subject to the following height limits. Fence height is measured from the finished grade of the property upon which the fence is located.

1. Within all of the residential zoning districts:
 - a. Fences are limited to a maximum of four feet in height in any front yard setback area; and, fences taller than three feet in the front yard setback area must be at least forty percent open—as in the measurement of the spaces and voids between the fence components.

- b. Fences may be a maximum of seven feet in height in any portion of a lot that is outside of the front yard setback area.
2. Within the non-residential zoning districts (e.g. industrial, light industrial, commercial, business), fences up to seven feet tall are permitted within the property; provided, no view-obscuring fence over four feet tall shall be less than fifteen feet from the edge of an arterial or collector street (measured from face of curb). For purposes of this section, view-obscuring shall mean a fence that is less than forty percent open—as in the measurement of the spaces and voids between the fence components.

Notwithstanding the above, the Planning and Zoning Board may approve a fence taller than that specified when the additional height will not have any adverse impacts to neighboring properties or the public health and safety. Before making such a determination, the applicant shall notify the owners of all adjacent lots of the request in writing and allow them up to ten days to provide comments to the Board. The Board may take action on the request at any time after all neighbor responses are received, or after the ten day comment period, whichever occurs sooner.

Regardless of the above-permitted fence heights, all fences shall be located so that required intersection sight triangles are maintained at all street intersections.

F. Encroachments, Easements After March 1, 2010: In subdivisions approved or built on or after March 1, 2010, nobody shall build a fence within a city easement. Fences which are built on or nearly on a property line, and which encroach into a city easement by twelve inches (12") or less shall not be considered a violation of this subsection. For subdivisions approved or built after March 1, 2010, the property lines separating the lots within the subdivision and the property boundaries of the subdivision shall, as nearly as feasible, not fall within the city utility easements, and shall be located outside the city utility easements. Fences may cross an easement so that the fence is nearly perpendicular to the easement. If a fence crosses an easement, the property owner shall do one of the following:

1. The property owner must include a removable panel or gate which is the same width as the easement, and must allow the city to access the easement quickly and easily, and which must be approved by the building inspector; or
2. The property owner must provide to the city a separate easement for ingress and egress to the utility easement. The easement must run with the land in perpetuity, and the width, form and route of the ingress and egress easement must be approved by the building inspector, and must be recorded with the Park County clerk's office.

G. Encroachments, Easements Before March 1, 2010: Owners of subdivisions, homes and fences approved or built prior to March 1, 2010, may build, rebuild, replace, construct or erect fences within or across a city utility easement under the following conditions:

1. The fences shall not be built directly over, under or within one foot (1') of any existing utility lines, pipes or conduit, including, but not limited to, water, electrical, wastewater, gas and telecommunications lines;
2. The property owner shall obtain a fence permit as described in subsection A of this section, and shall arrange for a utility line locate prior to beginning any construction or excavation, to ensure compliance with this section; and
3. Such fence shall remain in the easement at the property owner's risk, subject to the conditions in subsection J of this section.

H. Final Inspection: The property owner or the contractor building the fence shall call for a final inspection upon completion of the fence.

I. Removal for Violation: Any fence which is built in violation of any of the provisions of this section is subject to removal at the expense of the property owner. If the city finds that a property owner has built, or caused to be built, any fence or portion of a fence which violates any of the provisions of this code, the city may order the property owner to remove the fence at his or her expense. The city shall notify the property owner in writing of the alleged violation, and shall order the property owner to remove the fence within thirty (30) days of the written notice, which may be delivered in person, by mail or by posting a copy of the notice on the door of the residence where the fence has been built. The building official may give the property owner an extension or allow a longer period of time if the building official determines there is just cause for such extension. Such extensions shall be in writing.

J. Refusal to Comply; Removal by City: If the property owner refuses or fails to remove the fence within the required time, the city may remove the fence at the property owner's expense, and the property owner may be cited as described in subsection I of this section.

K. Violation: Any violation of this section shall be a misdemeanor, and punishable by a fine to be determined by the municipal court of the city.

L. Emergency, Nonemergency Removal: If at any time, the city, through its officers, employees or agents, must access a city easement, right of way or property, and a fence or other structure, prevents or in any way interferes with access to the city easement, right of way or property, including, but not limited to, fences lawfully built within easements pursuant to subsection D of this section, the city may, in emergency situations, immediately remove such fence or wall at the expense of the property owner. "Emergency situations" shall include, but not be limited to, locates of utility lines, unplanned power outages, and leaks, breaks or ruptures in water, sewer or other utility lines. If the city needs to access an easement in a nonemergency situation, and the easement is blocked or obstructed by a fence or other structure, the city shall give notice to the property at least two (2) business days in advance by mailing or posting written notice to the last known address of the owner of the property or to the subject property. The notice shall inform the property owner of the date and reason the city needs to access the easement, and that if the owner does not remove the fence or structure prior to that date, that the city will remove the fence or structure, or such portions of the fence or structure, as are necessary to access the utility. The notice shall also include a copy of the ordinance codified herein. In any situation, whether emergency or nonemergency, where the city must access an easement requiring the removal of a fence or other structure, such removal shall be at the expense of the property owner, and the city shall not be responsible for damage to the property caused by the removal of the fence or other structure or the use of the property, and shall not be responsible for replacement of the fence or other structure.

M. Compliance Required: Nothing in this section shall be construed to relieve the property owner of his or her responsibility to comply with state and federal laws governing locates of utility lines prior to digging, excavating or otherwise beginning any work on a fence. Nothing in this section shall be construed to relieve the property owner of their responsibility to ensure that they do not damage or destroy any utility lines and equipment.

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

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

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2016-06

AN ORDINANCE REPEALING TITLE 10, CHAPTER 12, FENCING PERMITS, OF THE CITY OF CODY MUNICIPAL CODE

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

Title 10, Chapter 12, FENCING PERMITS, is repealed in its entirety.

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

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2016-03

AN ORDINANCE TO AMEND TITLE 6, CHAPTER 1, SECTION 1 OF THE CITY OF CODY CODE PERTAINING TO DEFINITIONS

WHEREAS, the governing body has determined that it is in the public interest to amend Section 6-1-1 of the City of Cody Code.

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

SECTION 1: Title 6, Chapter 1, Section 1, Definitions is hereby amended to read as follows:

6-1-1: DEFINITIONS:

For the purposes of this title, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bus" means a motorized vehicle designed to transport more than sixteen persons.

"Commercial Trailer" means a trailer designed and used by a commercial business.

"Livestock Trailer" means a trailer designed for hauling/transporting livestock.

"Motorized" means self-propelled by a motor under the control of a driver.

"Public Street" means the entire width of every public right-of-way.

"Recreational Vehicle" means a motorized vehicle, or a non-motorized vehicle which can be driven or towed by a motorized vehicle, which is primarily designed for temporary living accommodations for recreational, camping and/or travel use including but not limited to motorized motorhomes, motorized camping vans, camp/travel trailers, pop-up camp trailers, and slide-in pick-up box campers (but not pick-up box toppers).

School Zone Restrictions": Restrictions in school zones when "children are present" is defined as being any time when school is in session or at such times as there shall be school activities or civic gatherings after regular school hours which involve school age children being present in the school zone.

"Trailer" means a non-motorized vehicle which can be towed by a motorized vehicle and can be used to transport animals, snowmobiles, motorcycles, boats, all-terrain vehicles (ATV), other vehicles, equipment, machinery, construction materials, firewood and other items and things, but does not include non-motorized recreational vehicles designed to be towed which are defined as a "Recreational Vehicle".

"Vehicle" means any motorized or non-motorized vehicle including, but not limited to: cars, pick-ups, vans, motorcycles, all-terrain vehicles (ATV), buses, trailers, and motorized or non-motorized recreational vehicles.

SECTION 2: EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING:

March 1, 2016

PASSED ON SECOND READING:

March 15, 2016

PASSED ON THIRD READING:

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director

ORDINANCE NO. 2016-04

AN ORDINANCE TO AMEND TITLE 6, CHAPTER 3, SECTION 1-A OF THE CITY OF CODY CODE PERTAINING TO PARKING PROHIBITED IN CERTAIN PLACES

WHEREAS, the governing body has determined that it is in the public interest to amend Section 6-3-1A of the City of Cody Code.

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

SECTION 1: Title 6, Chapter 3, Section 1A, Parking Prohibited in Certain Places is hereby amended to read as follows:

6-3-1: PARKING PROHIBITED IN CERTAIN PLACES

A. No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the law or the directions of a police officer or traffic control device, in any of the following places:

1. On a sidewalk.
2. In front of a public or private driveway.
3. Within an intersection.
4. Within fifteen feet (15') of a fire hydrant.
5. In a crosswalk.
6. Within twenty feet (20') of an intersection or crosswalk, measured along the curbside from their projected point of intersection, except in areas controlled by parking meters.
7. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct traffic.
8. On the roadway side of any vehicle stopped or parked at the edge of the curb of a street.
9. Alongside any portion of an officially painted red or yellow curb.
10. In front of any officially marked entrance or exit of any theater, place of amusement, school, hospital, church, hotel or any other buildings where there are public gatherings.
11. Upon any bridge or other elevated structure upon a highway or within a highway tunnel.
12. At any place where official signs prohibit stopping or parking.
13. On any public street or alley within the City, or within any municipal parking area, if the vehicle is not currently licensed to be operated or towed on public streets or is inoperable, or cannot be safely operated or towed.
14. Within fifty five (55') of an intersection or crosswalk (measured along the curbside from the projected point of intersection of the streets) if such vehicle is a recreational vehicle, a vehicle over 80 inches in height, trailer, livestock trailer or bus.
15. On any public street or alley within the city, or within any municipal parking area, if the vehicle is a vehicle, recreational vehicle, trailer, livestock trailer or bus, and a person is living in such vehicle. Provided, a licensed or registered vehicle, recreational vehicle, trailer, livestock trailer or bus being used for vacation or temporary living purposes, may be parked on a City street for no more than two weeks per year while the occupants are visiting the family living on the abutting private property. Such vehicle must comply with provisions 1-14 of this section as well.

SECTION 2: EFFECTIVE DATE. That this Ordinance shall become effective after final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: March 1, 2016
PASSED ON SECOND READING: March 15, 2016
PASSED ON THIRD READING: _____

Nancy Tia Brown, Mayor

Attest:

Cynthia Baker
Administrative Services Director