

# City of Cody City Council

## AGENDA

Tuesday, July 19, 2016 – 7:00 p.m. (Pre-Meeting to begin at 6:15 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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

Recognition of Service – Sergeant Jon Beck  
Proclamation – July Parks and Recreation Month

### Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from July 7, 2016.
- b. Authorize Leslie Brumage, Finance Officer to sign the Local Government Liability Pool settlement and release document relating to the City's claim against Park County for vehicle damage.
- c. Award and authorize the Mayor to enter into a professional services contract between Morrison-Maierle, Inc for professional services contract to include the complete Design, Bid and Construction Observation and Administration duties associated with the Sunset Boulevard North and South Treated Water Line Replacement Project, subject to review and approval by the City Administrator.
- d. Approve a request from the Cody Soroptomist's Club to hold the 8<sup>th</sup> Annual "Run for Hope" benefit 5K/10K walk-run in Cody on Saturday, October 1<sup>st</sup> at 10:00 AM utilizing a variety of City streets.

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.

### 1. Public Hearing

- a. A Public Hearing to determine if it is in the public interest to issue a restaurant liquor license to Ildefonso Hernandez Gonazalez dba Taco El Taconazo.

### 2. Conduct of Business

- a. Consider awarding a restaurant liquor license to Ildefonso Hernandez Gonazalez dba Taco El Taconazo.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Approval of vouchers and payroll in the amount of \$2,010,005.00.
- c. Consider the purchase of a one-day certificate of liability insurance for the Annual Summer Triathlon on September 10, 2016, naming the Bureau of Land Management as additionally insured.

Staff Reference: Rick Manchester, Parks, Facilities and Rec Director

- d. Award Bid 2016-08, including alternates 1, 2, and 3 to the apparent low and responsive bidder Heart Mountain Construction. In the amount of \$383, 906.89 (amount includes alternates) for the Cody Cupboard Project.

Staff Reference: Steve Payne, Public Works Director

- e. RESOLUTION 2016-12  
A RESOLUTION AUTHORIZING SUBMISSION OF A FUNDING APPLICATION TO THE WYOMING WATER DEVELOPMENT COMMISSION ON BEHALF OF THE CITY OF CODY FOR THE PURPOSE OF IMPROVING THE WATER STORAGE FACILITY IN THE AMOUNT OF \$2,366,424.

Staff Reference: Steve Payne, Public Works Director

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

**Upcoming Meetings:**

**July 28, 2016 - Thursday - Council Workshop — 4:15 p.m.**  
**August 2, 2016 – Tuesday – Regular Council Meeting 7:00 p.m.**



WHEREAS parks and recreation programs are an integral part of communities throughout this country, including Cody, WY; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disable, and also improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS Cody, WY recognizes the benefits derived from parks and recreation

Therefore be it resolved, that I, Mayor Nancy Tia Brown of the City of Cody do hereby proclaim the month of July, 2016, as Parks and Recreation Month.

**City of Cody**  
**Council Proceedings**  
**Tuesday, July 5, 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, July 5, 2016 at 7:00 p.m.

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

Absent: None

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

Council Member Miller made a motion seconded by Council Member Greer to approve the agenda as amended, noting a change in the voucher amount. Vote was unanimous.

Council Member Miller made a motion seconded by Council Member Greer to approve the consent calendar which includes approval of Minutes: Special Meeting Minutes from June 16, 2016 and Regular Minutes from June 21, 2016; approve a request from Ken Posey and Mike Shotts to close 16<sup>th</sup> Street between Sheridan and Beck Avenue on August 19<sup>th</sup> at 4:00 p.m. to 9:00 p.m. and close 16<sup>th</sup> Street between Sheridan and Beck and Beck Avenue between 16<sup>th</sup> and 17<sup>th</sup> Streets on Saturday August 20<sup>th</sup> at 6:00 a.m. to 4:30 p.m. for the 5<sup>th</sup> Annual Cody Country Car Show, along with the street closure authorize use of a minimal amount picnic tables from local parks noting conditions outlined by staff; approve a request from the Downtown Merchants to close the 1100, 1200 and 1300 blocks of Sheridan Ave on Saturday, September 17, 2016 from 10AM to 7 PM, with the event starting at 11AM and the street open by 8PM for the 7<sup>th</sup> annual Boot Scoot'n Boogie, approve an Open Container Permit for the event starting no sooner than 2 PM, and consider sponsoring the event by assisting with the street closure and traffic control in the amount of \$1,228.45 with funding out of the lodging tax budget line, noting the committee will be responsible for additional cost of said event assistance; award a professional services contract to GDA Engineering for Design, Bid and Construction Observation & Administration duties associated with the Park Avenue Sanitary Sewer Replacement Project and authorize the Mayor to sign the contract between the City of Cody and GDA, contingent upon review and approval by the City Attorney; approve a request from the Relay for Life Event coordinators to authorize the street closure of Beck Ave. between 8<sup>th</sup> and 9<sup>th</sup> during the hours of 5 PM to 2AM on Friday/Saturday, July 22<sup>nd</sup> and 23<sup>rd</sup> in conjunction with the Park County Relay for Life Event; authorize the Mayor to enter into and sign an agreement between the Park County Pedalers (PCP) and the City of Cody to install additional trails and pump park at Beck Lake Park, as shown in the agreement, all construction and maintenance is the responsibility of PCP. Vote was unanimous.

Council Member Ballinger made a motion seconded by Council Member Anderson to approve of vouchers and payroll in the amount of \$511,962.90. Council Members Greer recused himself from the vote. Vote was unanimous from remaining Council Members.

**RESOLUTION 2016-11**

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 WY FOR THE CITY OF CODY FOR VARIOUS PROJECTS TOTALING 145,191.00. Council member Fritz made a motion seconded by Council Member Greer to approve Resolution 2016-11. Vote was unanimous.

**ORDINANCE 2016-11 – THIRD AND FINAL READING**

AN ORDINANCE AMENDING TITLE 1, CHAPTER 4, SECTION 1 OF THE CITY OF CODY CODE: GENERAL PENALTY. Council Member Anderson made a motion seconded by Council Member Ballinger to approve Ordinance 2016-11 on Third and Final Reading. Vote was unanimous.

There being no further action Mayor Brown adjourned the meeting at 7:31 p.m.

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Nancy Tia Brown  
Mayor

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Cynthia Baker  
Administrative Services Officer

MEETING DATE: JULY 19, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

## **AGENDA ITEM SUMMARY REPORT**

### **Release and Settlement Offer from LGLP**

#### **ACTION TO BE TAKEN:**

Authorize Leslie Brumage, Finance Officer to sign the Local Government Liability Pool settlement and release document relating to the City's claim against Park County for vehicle damage

#### **SUMMARY OF INFORMATION:**

On June 1<sup>st</sup> a County worker operating a loader hit the back of a City garbage truck while it was at the landfill. The City filed a claim against Park County through LGLP and they have offered to settle the claim for the repair estimate of \$10,710.

#### **FISCAL IMPACT**

The City will receive payment of \$10,710 which will be used to pay for the repairs to the garbage truck.

#### **ATTACHMENTS**

1. Claim form filed against Park County
2. Release and settlement offer

#### **AGENDA & SUMMARY REPORT TO:**

None

**AGENDA ITEM NO. \_\_\_\_\_**

**LOCAL GOVERNMENT LIABILITY POOL**

P.O. Box 20700, Cheyenne, Wyoming 82003-7015  
Phone: (307) 638-1911 FAX: (307) 638-6211 Email: lglp@lglp.net

**R E L E A S E**

I/We, Leslie E. Brumage, authorized representative and Finance Officer for the City of Cody, in consideration of the payment of **Ten Thousand Seven Hundred Ten Dollars and Zero Cents (\$10,710.00)** hereby release and forever discharge Park County, their employees and the Wyoming Local Government Liability Pool from any and all current and future property damage claims and any third party subrogation claims relating to any property damage arising from an accident, occurrence, or loss on or about June 1, 2016, at or near the area of the Park County landfill at 112 Cody Landfill Road, in Cody, Wyoming

It is expressly agreed that this release and payment of said sum is not to be construed as an admission of liability. Upon receipt of the signed release, the Local Government Liability Pool will process the necessary paper work for issuance of a check. Allow ten (10) to fifteen (15) days for receipt of a check. No payment will be processed until a fully executed release is received.

This is a full and final release and satisfaction of all claims. **I also attest that I have not received all or any part of the above amount as reimbursement from my insurance company or any other source.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**Leslie E. Brumage, authorized representative & Finance Officer for the City of Cody, WY**

Please make my settlement check made payable to: \_\_\_\_\_  
at the following address: \_\_\_\_\_

\_\_\_\_\_ Mailing Address

\_\_\_\_\_ City, State, Zip

State Of \_\_\_\_\_ )

SS

County Of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ personally appeared \_\_\_\_\_ to me personally known to be the signer(s) of the above release and acknowledged that \_\_\_\_\_ voluntarily executed this release for the uses and purposes therein set forth.

Seal

Notary Public

My commission expires on:



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# LOCAL GOVERNMENT LIABILITY POOL

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PHONE: 307-638-1911 • FAX: 307-638-6211 • TOLL FREE: 1-888-433-1911 • WEBSITE: [lglpwyoming.org](http://lglpwyoming.org)  
ADDRESS: PO Box 20700 Cheyenne, WY 82003-7015 • EMAIL: [lglp@lglp.net](mailto:lglp@lglp.net)

June 16, 2016

Ms. Leslie E. Brumage  
Finance Officer  
City of Cody  
P.O. Box 2200  
Cody, WY 82414

RE: YOUR CLAIM AGAINST PARK COUNTY

Dear Ms. Brumage:

Park County, Wyoming forwarded your claim to our office for handling. The county self-insures their liability exposures through the Local Government Liability Pool (LGLP). Our office administers this program.

Our investigation found there may be potential liability on the part of the county. LGLP is offering to settle your claim for a payment in the amount of **Ten Thousand Seven Hundred Ten Dollars and Zero Cents (\$10,710.00)**. The settlement amount is based on the estimate submitted with your claim from Reno Collision Center, in Cody.

Please sign the enclosed release form in the presence of a notary public, if this settlement offer is agreeable to you. Our office will start the payment process upon receipt of the signed release. Please allow for ten (10) to fifteen (15) days for receipt of a check. Please be aware this offer of settlement is not to be construed as an admission of liability. Our offer of settlement is a good faith offer to settle your claim.

We thank you for your cooperation and patience in this matter.

Sincerely,

Shuler Boone  
Claims Administrator

cc: Hans Odde, Park County First Deputy  
Park County Commissioners  
Colleen Renner, Park County Clerk

**LOCAL GOVERNMENT LIABILITY POOL**  
**NOTIFICATION OF PENDING CLAIM SETTLEMENT**

**Pursuant to LGLP Rules and Regulations, this is your notification of a pending claim settlement. Please reply *immediately* via email to [claims@lgp.net](mailto:claims@lgp.net) or call Shuler Boone at 307-638-1911, or toll-free at 888-433-1911, if there are questions or concerns.**

**Please note that your entity will be responsible for the lowest amount of either the corresponding deductible or settlement payment.**

**To: Park County**

**Claim#: AA-20161040**

**Date: June 15, 2015**

**Date of Loss: June 1, 2016**

**Name of Claimant(s): City of Cody**

This is your notification that based upon our investigation there may be potential liability on the part of the county.

**Reason:** Employee was operating a dozer and smashing trash in the pit. He came out of the pit with his bucket up; therefore, he could not see the City of Cody sanitation truck, and struck its tailgate.

**A payment letter and settlement release for \$10,710.00 has been prepared and will be mailed or emailed to the claimant(s) immediately upon your acknowledgement or in two business days.**

**Recommendation: Recommendation: We offer a driver safety course as a benefit of your membership. Contact Judi Just at [jjust@lgp.net](mailto:jjust@lgp.net) if you are interested, or if it has been some time since your employees have had a driver safety course.**

**DATE NOTICE WAS RECEIVED:** \_\_\_\_\_  
**(THIS SECTION IS TO BE COMPLETED BY MUNICIPALITY, COUNTY OR DISTRICT.)**

**NOTICE OF CLAIM**

The following claim is submitted as an itemized written claim in accordance with the Wyoming Governmental Claims Act (W.S. 1-39-113(a), (b)). *NOTE: This claim form is to be completed by the claimant and submitted to the governmental entity shown below:*

**GOVERNMENTAL ENTITY NAME AND ADDRESS** that you are filing a claim against; i.e., city, town, county, special district, etc. (DO NOT ENTER, "PUBLIC WORKS" OR AN EMPLOYEE NAME):

Park County

Address 1002 Sheridan Avenue Cody, WY 82414

**CLAIMANT INFORMATION:** (MUST BE OWNER OF DAMAGED PROPERTY) *NOTE: If a minor is involved (under 18), the parent or guardian must complete and sign the claim form and state they are doing so on behalf of the minor.*

Full Name: City of Cody

Mailing Address: PO Box 2200

City Cody State WY Zip 82414

Physical Address (if different from mailing address):

1338 Rumsey Ave

City Cody State WY Zip 82414

Cell: \_\_\_\_\_ Other Daytime Phone: 307-527-7511

FAX: 307-527-3467 Email (Optional): Leslieb@cityofcody.com

*NOTE: YOUR EMAIL ADDRESS WILL NOT BE EXPOSED AS ALL CLAIM FILES ARE CONFIDENTIAL; BUT SUPPLYING IT MAY POSSIBLY EXPEDITE YOUR CLAIM PAYMENT.*

Did this matter involve a business? Was the property of your business damaged? If so, please enter business name and address:

Yes - City of Cody PO Box 2200 1338 Rumsey Ave Cody, WY 82414

**Date and time of loss** (if unknown, please state date of discovery):

Date: 06/01/16 Time 12:00 PM AM  PM (Circle one)  
(Month, Day, Year) Please note that noon is 12:00 P.M.

**Specific location of loss or injury** (Where did it occur? Address?):

Park County Landfill 112 Cody Landfill Road

City Cody State WY

**PLEASE DESCRIBE IN DETAIL THE CIRCUMSTANCES OF THE LOSS AND/OR INJURY.**

Submit photos, statements from witnesses, estimates for repair, receipts, or any other information that would help to support your claim. (PLEASE PRINT CLEARLY. DO NOT ENTER "SEE ATTACHED RECEIPTS". YOUR SIDE OF THE STORY IS NECESSARY.)

City employee driving a garbage truck arrived at the landfill to deliver a load of garbage. Driver backed up to the pit, set the brakes and placed truck in neutral, getting ready to open the tail gate when the County's dozer operator came out of the pit behind the truck. He had his dozer bucket up in front of his windshield and could not see at all. He rammed the tail gate of the garbage truck with the dozer bucket.

Please attach an additional sheet to this claim form if additional space is needed. If there are multiple claimants arising out of one occurrence, each claimant needs to complete a "Notice of Claim" form.

Amount of damages demanded: \$ 9,500.00 (Provide documentation to support your demand. DO NOT LEAVE BLANK - provide estimate.)

Name of employee/dept. involved, if known: \_\_\_\_\_

Name of claimant's attorney, if any: \_\_\_\_\_

This "Notice of Claim" form is provided only for the information and convenience of the claimant, who is responsible for completing the form properly and accurately in accordance with the statutory requirements and for presenting it to the proper entity. The governmental entity, which provided this form, makes no representations as to the sufficiency of the form or accuracy of the information provided.

The governmental entity expressly reserves the right to deny the claim on any basis, including the insufficiency or timeliness of the claim and that the claimant should consult with legal counsel if they have any questions.

It is the claimant's responsibility to fully comply with all the requirements of the Wyoming Governmental Claims Act (W.S. 1-39-101 through 1-39-120), including the applicable statutory time limits for the filing of your claim and commencement of a suit. Your failure to follow the requirements of the Wyoming Governmental Claims Act may result in your claim being forever barred.

I (We) Leslie E. Brumage, Finance Officer City of Cody, have read and understand the provisions of the false swearing statute. I hereby certify under penalty of false swearing that the foregoing claim, including all of its attachments, if any, is true and accurate and that the claim is in compliance with the signature and certification requirements of Article 16, Section 7 of the Wyoming Constitution.

Leslie E Brumage  
Signature of Claimant

6-7-16  
Date

Leslie E. Brumage, Finance Officer  
Printed Name of Claimant

State of Wyoming)

County of Park)

Subscribed and sworn to before me, a Notarial Officer (Notary), this 7th day of June, 2016

Notarial Officer (Notary) Barbara J Curless

My Commission Expires: 11/05/2017

(Seal)



**City of Cody**  
**Accident/ Incident Investigation Form**

Type of Investigation: Accident Involving Property Damage  
(Check all that apply.) Injury to an Employee  
Injury to Someone Other Than Employee  
Near Miss (No Damage or Injury)\*  
Incident Other than Items Above

*\*A near miss is a work situation where by-passing a normal step in a work procedure results in a potential accident or incident but no damage or injury.*

Employee Name: JEFFREY ISKRIC

City Department: SANITATION Division: PUBLIC WORKS

Date of Incident: 6-1-16 Time of Incident: NOON AM/PM

Time Employee Began Shift: 5:00 AM

Incident Location: COUNTY LANDFILL

Time/Date Supervisor was notified of accident/injury/incident: NOON AM / PM

Police Department investigation requested:  Yes  No

**Employee/Witness Section:**

- Employee's Accident/Injury/Incident Description (be very specific – attach additional paper if necessary) *If an injury occurred to the employee, the employee must complete a worker's compensation form within 10 days of the injury.*  
ARRIVED AT LANDFILL TO DELIVER LOAD OF GARBAGE  
BACKED UP TO PIT, SET BRAKES AND PLACED IN NEUTRAL  
GETTING READY TO OPEN TAILGATE WHEN DOZER OPERATOR  
CAME OUT OF PIT BEHIND US, HE HAD HIS BUCKET UP IN FRONT OF  
HIS WINDSHIELD, HE COULD NOT SEE AT ALL, HE RAISED THE TAILGATE  
WITH DOZER BUCKET, HE SAID HE DID NOT KNOW WE WERE THERE.

- Other Employee and/or Witness Name, Address, Telephone and Description:  
Witness #1 Name: JEFF K  
Witness #1 Address: \_\_\_\_\_  
Witness #1 Phone #: \_\_\_\_\_  
Description Of Incident: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# LOCAL GOVERNMENT LIABILITY POOL

P.O. Box 20700 Cheyenne, WY 82003-7015  
Toll free: 888-433-1911 Cheyenne area: 307-638-1911 FAX: 307-638-6211  
Website: [lgip.wyoming.org](http://lgip.wyoming.org) e-mail: [lgip@lgip.wy](mailto:lgip@lgip.wy)

## MEMORANDUM OF LIABILITY COVERAGE

### DECLARATION PAGE

**MEMBER AGENCY:** Park County  
1002 Sheridan Ave  
**ADDRESS:** Cody WY 82414-3590

**MEMBER DEDUCTIBLE:** \$5,000.00 per occurrence

**COVERAGE LIMIT:** For covered claims subject to the Wyoming Governmental Claims Act (W.S. 1-39-101 et seq.):

➤ \$250,000 - per claimant; but not more than

➤ \$500,000 - per occurrence for all claimants

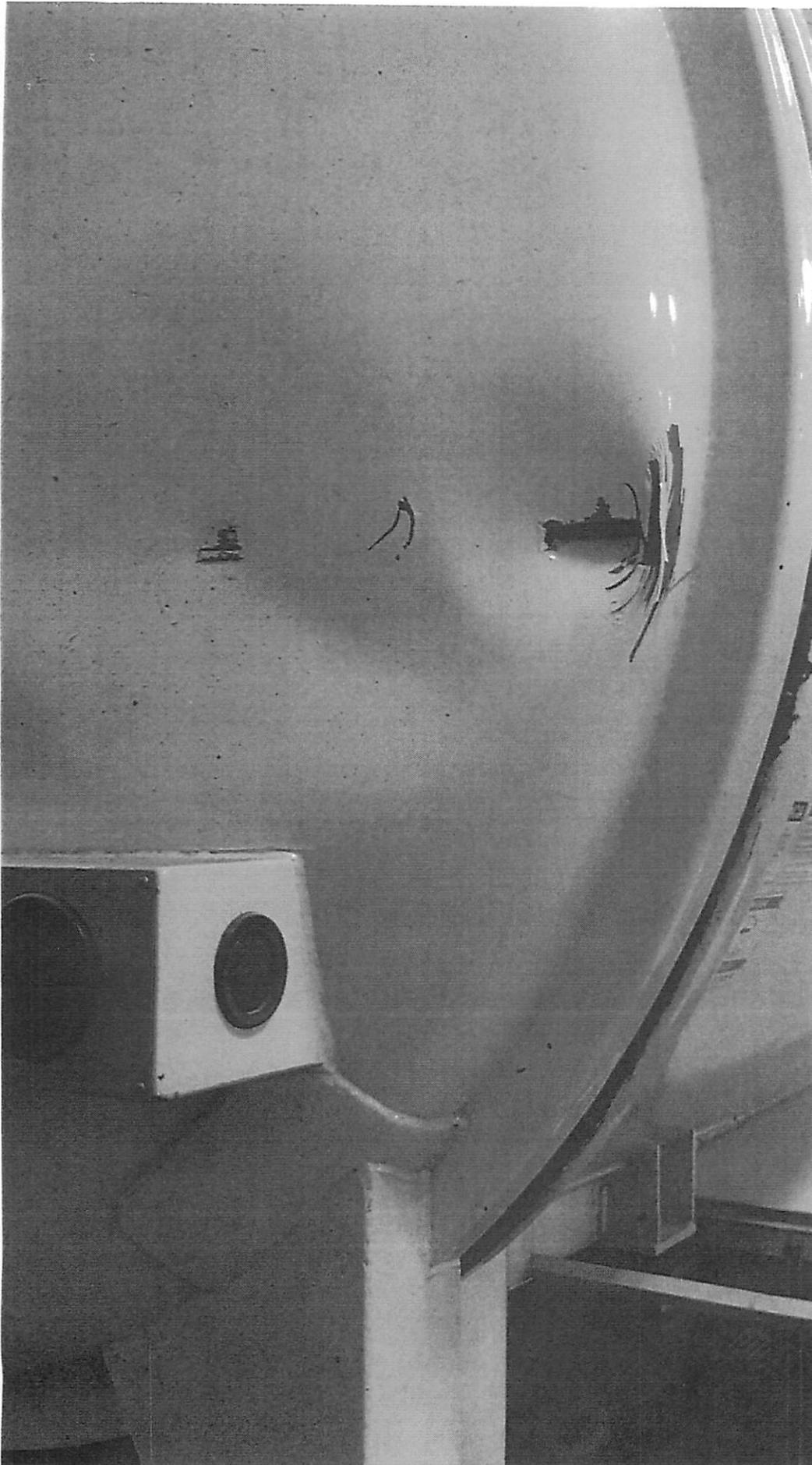
FEDERAL & OUT-OF-STATE CLAIMS:

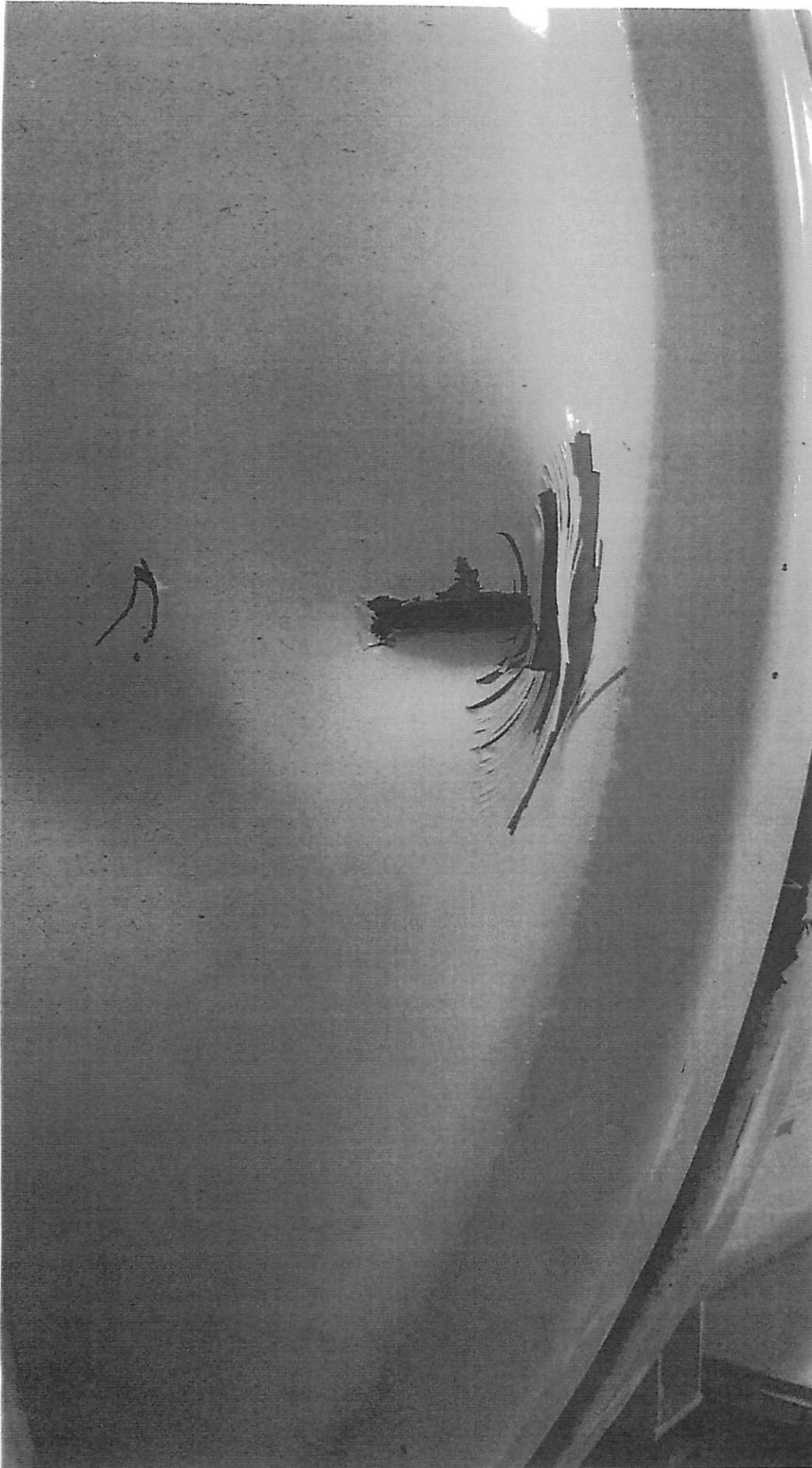
➤ \$1,500,000 - per occurrence for all claimants

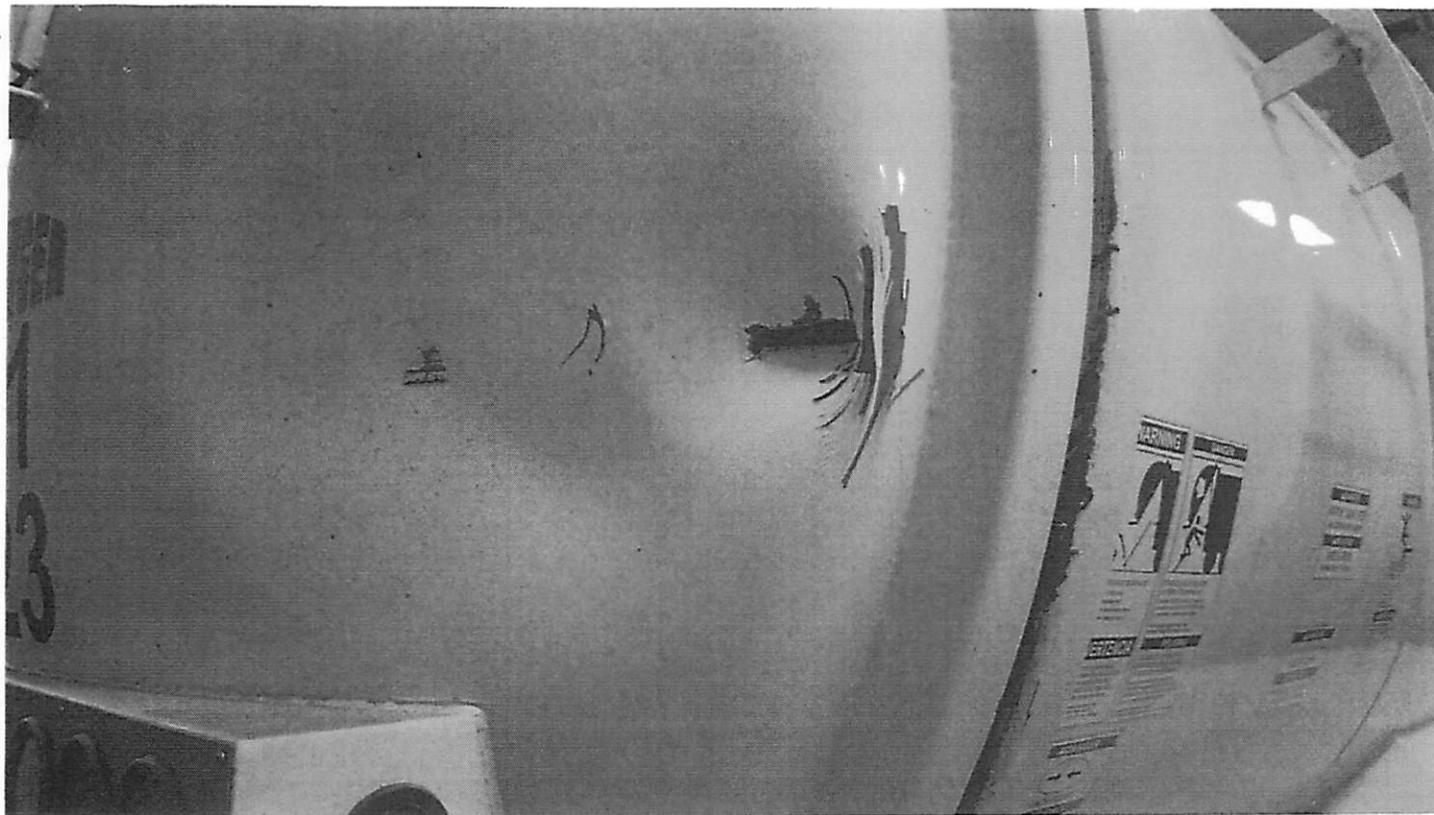
➤ \$5,000,000 - annual aggregate

**COVERAGE PERIOD:**

July 1, 2015 to June 30, 2016







**SOUTHWESTERN EQUIPMENT CO**

PO DRAWER 219  
JUSTIN, TX 76247  
USA

**QUOTATION**

Quote Number: 825  
Quote Date: Jun 6, 2016  
Page: 1

Voice: 940.242.2700  
Fax: 940.242.2200

**Quoted To:**

CITY OF CODY  
P.O. BOX 2200  
CODY, WY 82414  
USA

Customer ID	Good Thru	Payment Terms	Sales Rep
C750	7/6/16	Net 30 Days	DAN

Quantity	Item	Description	Unit Price	Amount
1.00	SW0601-003	3-4 WEEK DELIVERY TIME CHALLENGER TAILGATE (STANDARD)- INCLUDES LIGHT GRIDS/TAILGATE SEAL AND RETAINER FOR SEAL- DOES NOT INCLUDE ANY LIGHTS	7,800.00	7,800.00
			Subtotal	7,800.00
			Sales Tax	
			Freight	1,700.00
			<b>TOTAL</b>	<b>9,500.00</b>

Date: 6/10/2016 12:44 PM  
 Estimate ID: 19937  
 Estimate Version: 0  
 Preliminary  
 Profile ID: EXEMPT

# CODY PAINT AND BODY

2422 MOUNTAIN VIEW DRIVE PO BOX 275, CODY, WY 82414  
 (307) 587-4921  
 Fax: (307) 587-4922  
 Tax ID: 83-0265708

WYOMING FAMILY OWNED AND OPERATED SINCE 1957

Damage Assessed By: FRANK KRAUT  
 Classification:

Deductible: UNKNOWN

Owner: CITY OF CODY  
 Address: PO BOX 2200, CODY, WY 82414  
 Telephone: Work Phone: (307) 250-6355

Mitchell Service: 911000

Description: 11 FREIGHTLINER GARBAGE TRUCK  
 OEM/ALT: O

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	900500	BDY *	REMOVE/REPLACE	REAR HATCH	New	7,800.00	11.0*
2		REF	REFINISH/REPAIR	REAR HATCH			7.0*
3				Line Markup %25.00		1,950.00	
4	936004		ADD'L COST	Shipping		1,700.00	*
5	AUTO		ADD'L COST	Paint/Materials		280.00	*
6	AUTO		ADD'L COST	Hazardous Waste Disposal		4.00	*

\* - Judgment Item

## Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary	
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals		Amount
Body	11.0	70.00	0.00	0.00	770.00	Non-Taxable Parts	7,800.00
Refinish	7.0	70.00	0.00	0.00	490.00	Parts Adjustments	1,950.00
Non-Taxable Labor					1,260.00	Total Replacement Parts Amount	9,750.00
Labor Summary					18.0		

ESTIMATE RECALL NUMBER: 06/10/2016 12:38:30 19937  
 Mitchell Data Version: OEM: MAY\_16\_V

Software Version: 7.1.203

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Page 1 of 2

Date: 6/10/2016 12:44 PM  
 Estimate ID: 19937  
 Estimate Version: 0  
 Preliminary  
 Profile ID: EXEMPT

III. Additional Costs	<u>Amount</u>	IV. Adjustments	<u>Amount</u>
Non-Taxable Costs	1,984.00	Customer Responsibility	0.00
<b>Total Additional Costs</b>	<b>1,984.00</b>		
 Paint Material Method: Rates Init Rate = 40.00 , Init Max Hours = 99.9, Addl Rate = 0.00			
		I. Total Labor:	1,260.00
		II. Total Replacement Parts:	9,750.00
		III. Total Additional Costs:	1,984.00
		<b>Gross Total:</b>	<b>12,994.00</b>
		IV. Total Adjustments:	0.00
		<b>Net Total:</b>	<b>12,994.00</b>

**This is a preliminary estimate.**

**Additional changes to the estimate may be required for the actual repair.**

**PAINT AND BODY WORK IS WARRANTIED FOR AS LONG AS YOU OWN YOUR VEHICLE.**

**FINISHING TOUCH**  
2933 Big Horn Ave, CODY, WY 82414  
Phone: (307) 527-6861  
FAX: (307) 587-7220

Workfile ID: 3360df3e  
Federal ID: 26-0168938  
State ID: 11004965

**Preliminary Estimate**

**Customer: DUMPTRUCK, CITY OF CODY**

**Job Number:**

Written By: Chad Wollschlager

Insured: DUMPTRUCK, CITY OF  
CODY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

**Owner:**  
DUMPTRUCK, CITY OF CODY

**Inspection Location:**  
FINISHING TOUCH  
2933 Big Horn Ave  
CODY, WY 82414  
Repair Facility  
(307) 527-6861 Business

**Insurance Company:**

**VEHICLE**

Year: 2011

Body Style:

VIN:

Mileage In:

Make: FRIEGHTLINER

Engine:

License:

Mileage Out:

Model: DU

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

**Preliminary Estimate**

**Customer: DUMPTRUCK, CITY OF CODY**

**Job Number:**

Vehicle: 2011 FRIEHTLINER DU

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Repl BACK HATCH		1	7,800.00	12.0	10.0
2	#	Subl FRIEGHT		1	1,700.00 X		
<b>SUBTOTALS</b>					<b>9,500.00</b>	<b>12.0</b>	<b>10.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			7,800.00
Body Labor	12.0 hrs @	\$ 70.00 /hr	840.00
Paint Labor	10.0 hrs @	\$ 70.00 /hr	700.00
Paint Supplies	10.0 hrs @	\$ 38.00 /hr	380.00
Miscellaneous			1,700.00
Subtotal			11,420.00
Sales Tax	\$ 9,720.00 @	4.0000 %	388.80
<b>Grand Total</b>			<b>11,808.80</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>11,808.80</b>

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



## RENO COLLISION CENTER

CODY'S CHOICE FOR EXPERT COLLISION REPAIR  
2221 LT. CHILDERS STREET, CODY, WY 82414  
Phone: (307) 527-5556  
FAX: (307) 527-5562

Workfile ID: e1487339  
Federal ID: 68-0567858

### Preliminary Estimate

---

**Customer: CITY OF CODY**

**Job Number:**

Written By: DUSTY LAFOLLETTE

Insured: CITY OF CODY  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
CITY OF CODY

**Inspection Location:**  
RENO COLLISION CENTER  
2221 LT. CHILDERS STREET  
CODY, WY 82414  
Repair Facility  
(307) 527-5556 Business

**Insurance Company:**  
SELF PAY

---

### VEHICLE

Year:  
Make:  
Model:  
Color: Int:

Body Style:  
Engine:  
Production Date:  
Condition:

VIN: UNK  
License:  
State:  
Job #:

Mileage In:  
Mileage Out:  
Vehicle Out:

---

**Preliminary Estimate**

**Customer: CITY OF CODY**

**Job Number:**

Vehicle:

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Repl TAILGATE		1	7,800.00		
2	#	Repl FREIGHT		1	1,700.00		
3	#	Refn PAINT TAILGATE					11.0
<b>SUBTOTALS</b>					<b>9,500.00</b>	<b>0.0</b>	<b>11.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			9,500.00
Paint Labor	11.0 hrs @	\$ 70.00 /hr	770.00
Paint Supplies	11.0 hrs @	\$ 40.00 /hr	440.00
Subtotal			10,710.00
<b>Grand Total</b>			<b>10,710.00</b>

OUR SERVICE IS GUARANTEED AS LONG AS YOU OWN YOUR VEHICLE. RENO COLLISION CENTER'S GOAL IS TO PROVIDE YOU WITH THE BEST POSSIBLE SERVICE AND MAINTAIN YOUR VALUED CONFIDENCE. YOUR PATRONAGE TO OUR BUSINESS IS GREATLY APPRECIATED, THANK YOU!

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

MEETING DATE: JULY 19, 2016  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE *SEP*  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT PROFESSIONAL SERVICES CONTRACT**

**ACTION:**

Staff requests that the Mayor and Council award a professional services contract to Morrison-Maierle, Inc. and authorize the Mayor to sign a professional services contract with said firm subject to review and approval by the City Attorney of the contract documents. The professional services contract will include the complete Design, Bid and Construction Observation and Administration duties associated with the Sunset Boulevard North and South Treated Water Line Replacement Project.

**SUMMARY:**

In the FY2016-2017 budget, the Council set aside monies for the upgrade of the water system. The water main planned for replacement traverses down both North and South Blvd's within the Sunset Subdivision. To improve firefighting capabilities, pressures and flows, it was determined it was in the best interest of the City to replace the original water main.

**FISCAL IMPACT**

The Council authorized the expenditure in fiscal year FY2016-2017 of funds to complete water system upgrades. The contract before the Council is for a professional services contract that will include the complete Design, Bid and Construction Observation and Administration duties associated with the Sunset Boulevard North and South Treated Water Line Replacement. The contract is for time and materials, but "Not to Exceed" amount of \$41,900.

**ALTERNATIVES**

1. Award a professional services contract to Morrison-Maierle, Inc.

**RECOMMENDATION**

Staff recommends that the Mayor and Council award a professional services contract to Morrison-Maierle, Inc. and authorize the Mayor to sign a professional services contract with said firm subject to review and approval by the City Attorney of the contract documents. The professional services contract will include the complete Design, Bid and Construction Observation and Administration duties associated with the Sunset Boulevard North and South Treated Water Line Replacement Project.

**ATTACHMENTS**

Contract

**AGENDA & SUMMARY REPORT TO:**

Theresa Gunn – Project Engineer  
Morrison-Maierle, Inc.

**AGENDA ITEM NO. \_\_\_\_\_**

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 19, 2016 ("Effective Date") between City of Cody ("Owner") and Morrison-Maierle, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: Sunset Boulevard North and South Treated Water Line Replacement ("Project").

Engineer's services under this Agreement are generally identified as follows: Survey, Design, Bid, RPR and Construction Administration and Testing ("Services"). The scope of services is described in Appendix 2, Engineer's Scope of Services.

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: Part One as described in Appendix 2 will be complete by October 1, 2016. Part Two as described in Appendix 2 will be complete by June 1, 2017.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in

writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

### A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for Services and reimbursable expenses will not exceed \$41,900.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's Standard Hourly Rates are attached as Appendix 1.

## 3.01 *Termination*

### A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.l.
  - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
  - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such

party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner

under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating,

relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:* Appendix 1, Engineer's Standard Hourly Rates and Appendix 2, Engineer's Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Cody \_\_\_\_\_

Engineer: Morrison-Maierle, Inc. \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Nancy Tia Brown  
Title: Mayor  
Date Signed: \_\_\_\_\_

By:  \_\_\_\_\_  
Print name: Theresa Gunn, PE  
Title: Cody Operations Manager  
Date Signed: 7/5/16

Engineer License or Firm's Certificate No. (if required):  
PE 6971  
State of: Wyoming

Address for Owner's receipt of notices:  
  
P.O. Drawer 2200  
1338 Rumsey Avenue  
Cody, WY 82414

Address for Engineer's receipt of notices:  
  
1402 Stampede Avenue  
Cody, WY 82414

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 19, 2016.

## **Engineer's Standard Hourly Rates**

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### **A. Standard Hourly Rates:**

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

### **B. Schedule of Hourly Rates:**

<b>Billing Class</b>	<b>Rate per Hour</b>
Supervising Engineer III	\$177.00
Supervising Engineer II	\$165.00
Supervising Engineer I	\$156.00
Senior Engineer II	\$143.00
Senior Engineer I	\$132.00
Design Engineer II	\$121.00
Design Engineer I	\$110.00
Engineer Intern II	\$ 98.00
Engineer Intern I	\$ 88.00
CAD Designer II	\$105.00
CAD Designer I	\$ 95.00
CAD Tech III	\$ 88.00
CAD Tech II	\$ 83.00
CAD Tech I	\$ 73.00
Senior Resident Project Representative	\$126.00
Resident Project Representative II	\$105.00
Resident Project Representative I	\$ 89.00
Administrative Manager	\$ 90.00
Administrative Coordinator III	\$ 85.00
Administrative Coordinator II	\$ 80.00
Administrative Coordinator I	\$ 65.00
Project Coordinator II	\$ 85.00
Project Coordinator I	\$ 75.00
Technical Intern	\$ 60.00

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#### **Appendix 1, Standard Hourly Rates Schedule.**

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.  
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and American Society of Civil Engineers. All rights reserved.

<b>Billing Class</b>	<b>Rate per Hour</b>
Senior Survey Manager	\$151.00
Land Surveyor IV	\$125.00
Land Surveyor III	\$117.00
Land Surveyor II	\$105.00
Land Surveyor I	\$ 94.00
Survey Technician IV	\$ 88.00
Survey Technician III	\$ 82.00
Survey Technician II	\$ 72.00
Survey Technician I	\$ 59.00

C. *Schedule of Equipment Rates:*

<b>Billing Class and Unit</b>	<b>Rate per Unit</b>
Vehicle Mileage – Highway Miles	\$0.699
Vehicle Mileage – On-Site	\$0.574/mile plus \$5.00 per hour
GPS	\$30/hour or \$240/day
Total Station	\$80/day
Robotic Total Station	\$240/day
Nuclear Density Meter	\$10/hour or \$35/day
Black & White Copies – 8 ½" x 11"	\$0.10
Black & White Copies – 11" x 17"	\$0.20
Black & White Prints – Up to 24" x 36"	\$5.00
Color Copies – 8 ½" x 11"	\$0.20
Color Copies – 11" x 17"	\$0.40
Color Prints – Up to 24" x 36"	\$6.00

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**Appendix 1, Standard Hourly Rates Schedule.**

**EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.  
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and American Society of Civil Engineers. All rights reserved.**

This is **Appendix 2, Engineer's Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated July 19, 2016.

## **Engineer's Scope of Services**

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### **A. Scope of Services:**

#### **1. Part One – Survey, Design, and Bid Documents – Complete by October 1, 2016**

##### **A. Project Kick-off Meeting**

A meeting will be held with City staff and team members from Morrison-Maierle. Utility companies in the area will also be invited to address their concerns.

##### **B. Design**

- 1) We will survey the area, including utility locations, property rights-of-way, topography, and site features on the Cody datum. It will be important to establish the existing alignments of the sewer and raw water lines in order to locate the new water line a minimum of 10' from these lines per DEQ requirements.
- 2) It does not appear that permanent or construction easements will be required. If they are, easement documents will be prepared for the City to use in negotiations with landowners and that can be filed at the Court House.
- 3) Construction drawings showing the plan and profile of the existing and proposed treated water line will be created. Once initial construction drawings have been created, a 10% conceptual review meeting will be held to discuss a proposed alignment for the water line.
- 4) The City has typical pavement restoration efforts and mix design they desire. We will follow these guidelines in the Project Manual. Additional details and proposed construction schedule will be discussed at the 50% meeting.

##### **C. Construction Drawings and Project Manual**

- 1) Construction details will be created for various street improvements that will be required after the water line is installed, which include pavement and/or concrete sections, water line connection and installation details, curb, gutter, and sidewalk. Handicap ramps meeting ADA regulations may be required depending upon the construction limits.
- 2) A Project Manual will be prepared meeting the City of Cody's desired bidding process and incorporating the City's standards. All treated water bedding and backfill requirements will be outlined in this manual. In addition, a plan for maintaining water service to all residents will be outlined.

- 3) A Wyoming DEQ permit will be obtained to replace the water line prior to bidding. The Project Manual will require that the Contractor obtain a Wyoming DEQ Storm Water permit and a City right-of-way permit.
- 4) A 90% review meeting will be held with the City. At this time, Morrison-Maierle will conduct its own in-house Quality Assurance/Quality Control (QA/QC) review.
- 5) Any comments from these final reviews will be incorporated in the drawings and project manual, and three (3) sets of the Construction Drawings and Project Manual will be provide to the City.
- 6) Throughout design, weekly email updates (or whatever form desired) will be provided to the City.

2. Part Two – Bidding, RPR, Construction Administration and Testing – Complete by June 1, 2017

A. Bidding

- 1) The advertisement for bids will be sent electronically to the City for their submission to the Cody Enterprise and other desired publications. It is proposed that the project will be advertised on Quest/CDN for purchase, and Morrison-Maierle will also submit the advertisement to Wyoming Bids. All advertising costs will be paid by the City.
- 2) Morrison-Maierle will conduct a pre-bid walk through and pre-bid meeting with Contractors and affected stakeholders. Minutes from that meeting will be prepared and delivered to all attendees, planholders, and the City.
- 3) Morrison-Maierle will conduct the bid opening and prepare a bid tabulation of the results.
- 4) After review of the bids submitted, Morrison-Maierle will recommend the award of the bid to the City for consideration.

B. Construction Administration

- 1) After the bid is awarded, Morrison-Maierle will work with the Contractor to complete the contract documents, review their bonding and insurance information, and establish a Notice to Proceed date.
- 2) A pre-construction meeting will be held to discuss the project requirements and address any concerns prior to the construction. These will include public relations efforts, staging and sequencing of construction, access, and traffic control.
- 3) Shop drawings will be reviewed as submitted.
- 4) Daily field reports will be prepared, and field bid quantities will be monitored.
- 5) Questions from the Contractor and/or residents will be addressed as they arise.
- 6) Substantial completion and final completion walk-throughs will be conducted with the City and Contractor. Punchlists will be prepared as necessary.

- 7) A final Project Construction Notebook will be prepared for the City, which will include copies of all shop drawings, field reports, test results, pay estimates, change orders, certificate of substantial completion.
- 8) Morrison-Maierle will provide a hard copy and an electronic copy in ACAD format of the record drawings.

**C. Resident Project Representative**

- 1) The RPR will participate in the pre-construction meeting, and outline any concerns they might have at that time.
- 2) Full-time (8 hours per day) construction observation will be provided for 25 working days as indicated in the RFP.
- 3) All field installation procedures and methods, as well as construction materials delivered to the site, will be verified to confirm that they meet project specifications.
- 4) The RPR, Contractor, Project Manager, and Construction Administrator will be in constant communication during construction.
- 5) Typical RPR field duties, including review of approved shop drawings, preparation of field reports, tracking of quantities, documenting field changes, creating punchlists and attending walk-throughs, will be conducted throughout the project.
- 6) Density testing will be completed on the trench backfill, subgrade, crushed base and asphalt by a nuclear density gauge. Testing will occur every 300 feet for trench and subgrade lifts, and for each lift of asphalt.
- 7) Testing will be required prior to placing any lines into service to ensure adequate chlorination, pressure testing and flushing have been completed.
- 8) An 11-month warranty inspection will be conducted by the RPR and Project Manager to ensure items can be addressed before the 12-month warranty period elapses.

MEETING DATE: JULY 19, 2016  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES

PREPARED BY: DOYLE STOUT  
PRESENTED BY: RICK MANCHESTER

## **2016 Cody Soroptimist's Run for Hope**

### **ACTION TO BE TAKEN:**

The Cody Soroptimist's Club is requesting City Council permission to hold their 8<sup>th</sup> Annual "Run for Hope" benefit 5K/10K walk-run in Cody on Saturday, October 1, 2016 at 10:00AM. The race will not require any street closures and will begin and end at the Paul Stock Recreation Center, 1402 Heart Mountain Street, in Cody.

### **SUMMARY OF INFORMATION:**

The "Run for Hope" is to benefit the "Lainey Cole Memorial Women's Cancer Fund". This memorial fund provides assistance to women battling cancer. Lainey was a tireless leader of the Soroptimists and the programs and services they provided to better the well-being of women and young girls in the Cody Community.

The Soroptimist's are requesting assistance with traffic control at the start of the race. The assistance requested is for the intersections of Stampede Avenue/Heart Mountain Street and Heart Mountain Street/Alger Avenue. All traffic rules will be followed by participants.

### **FISCAL IMPACT**

The City will provide traffic control at the onset of the race by on-call personnel. There will be a fee to cover call out fees for the personnel providing these services. The Recreation Department has a Special Event Permit of \$25.00 for the use of our directional & caution signs, barricades and safety cones for the race at.

The Soroptimist group will provide the Recreation Department with proof of insurance for this event, which will identify the City of Cody as an additional rider on the policy.

### **ALTERNATIVES**

Approve, approval with conditions, or deny the request.

**AGENDA ITEM NO. \_\_\_\_\_**

**ATTACHMENTS**

1. Map of the planned run routes

**AGENDA & SUMMARY REPORT TO:**

Deb Viig Soroptimist representative  
307-250-6052  
Doyle Stout, Recreation Supervisor  
Rick Manchester, Parks, Recreation, & Public Facilities Director

MEETING DATE: JULY 19, 2016  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: ANNALEA AVERY  
ASST. ADMIN SERVICES OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

**AGENDA ITEM SUMMARY REPORT**  
**Request for New Restaurant Liquor License**

**ACTION TO BE TAKEN:**

Approve the request for a New Restaurant Liquor License

**SUMMARY OF INFORMATION:**

Ildefonso Hernandez Gonzalez dba Taco El Taconazo missed the renewal deadline due to possible sale of the business. However, the sale was not completed and Taco El Taconazo would like to apply for a new license for the license term 08/01/2016-07/31/2017 so that there is not a gap in their liquor license.

**FISCAL IMPACT**

Receive \$1000 for an annual Restaurant Liquor License Permit fee, no negative impact.

**ALTERNATIVES**

1. Approve the restaurant liquor license
2. Deny the restaurant liquor license

**ATTACHMENTS**

Agenda request form, liquor license application, drawing, lease, statement of financial stability

**AGENDA & SUMMARY REPORT TO:**

Ildefonso Hernandez Gonzalez dba Taco El Taconazo

**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: 6 127 1 16

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>1000.00</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collected:	\$ <u>79.00</u>	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 7/17/16 - 7/14/16

Hearing Date: 7 19 1 16

LICENSE TERM: 8 1 1 16  
Month Day Year

Through: 7 1 31 17  
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: Ildefonso Hernandez Gonzalez  
Taco EL Taconazo

Applicant: Ildefonso Hernandez Gonzalez

Trade Name (dba): Tacos EL Taconazo

Premise Address: 702 Yellowstone Ave  
Number & Street

Cody WY 80414 Park  
City State Zip County

Mailing Address: PO Box 2525  
Number & Street or P.O. Box

Cody WY 80414  
City State Zip

Business Telephone Number: (307) 587-4045

Fax Number: ( )

E-Mail Address: peridesluli@gmail.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.**

FILING FOR	TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)	To Assist the Liquor Division with scheduling inspections:
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> TRANSFER LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP  <b>FILING IN (CHOOSE ONLY ONE)</b> <input checked="" type="checkbox"/> CITY OF <u>Cody</u> <input checked="" type="checkbox"/> COUNTY OF <u>Park</u>	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) <input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB <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	<b>WHEN DO YOU OPERATE?</b> <input type="checkbox"/> NON-OPERATIONAL/PARKED <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) <input type="checkbox"/> SEASONAL/PART-TIME (specify months of operation) from _____ to _____ DAYS OF WEEK (e.g. Mon through Sat)  HOURS OF OPERATION (e.g. 10a - 2a)
<b>FILING AS (CHOOSE ONLY ONE)</b> <input checked="" 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		

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)  
11' x 8' room on East side of Bldg

(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:  
Lot 68 R.S. BEG 350.47'N of the SW COR of NW/4NE/4, N.76152R102

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 7/31/17 located on page 1 paragraph 1 of lease document.  
 (B) Provision for SALE of alcoholic or malt beverages located on page 2 paragraph 4 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	<i>DONOT LIST PO BOXES</i> 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?
None of us Herrnsfelder			307 350 29485	YES <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	NO <input checked="" type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>
				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>
				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

**(b) If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: 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	<i>DONOT LIST PO BOXES</i> 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"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	YES <input type="checkbox"/>
						NO <input type="checkbox"/>	NO <input type="checkbox"/>

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

**OATH OR VERIFICATION**

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

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

STATE OF WYOMING)

SS.

COUNTY OF Park)

Before Me, Anna Lea Avery, (specify)  
(Printed name of Notary or other officer authorized to administer oaths)

a Notary Public, Officer authorized to administer oaths in and for

Park

County, State of Wyoming, personally appeared

Ildefonso Hernandez Gonzalez 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. Ildefonso Hernandez Gonzalez  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: 5/20/2020

Witness my hand and official seal:

Anna Lea Avery

(Notary Public or other officer authorized to administer oaths)

Title Notary Public

Dated: 6/27/16

**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.:		

**LEASE ADDENDUM/ MODIFICATION**

**This lease modification between the W D. WENKE LIVING TRUST dated January 22, 2002 and the SUSAN K. WENKE LIVING TRUST dated January 22, 2002 ( Lessors) and ILDEFONSO HERNANDEZ GONSALEZ, dba Tacos El Taconazo ( Lessee) shall serve to change the original lease termination date from January 31, 2017, continuing on a month to month basis to July 31, 2017. All other terms of the lease shall remain unchanged.**

**IN WITNESS WHEREOF, the parties have executed this lease modification as of June 27<sup>th</sup>, 2016.**

**Lessors: W. D. Wenke living trust dated 01-22-2002, and the Susan K. Wenke living trust dated 01-22-2002.**

William D. Wenke Trustee

**By William D. Wenke Trustee**

6-27-2016

**Date**

Susan K. Wenke Trustee

**By Susan K. Wenke Trustee**

6/27/16

**Date**

**Lesee: Ildefonso Hernandez Gonzalez dba Tacos El Taconazo**

Ildefonso Hernandez Gonzalez

**By Ildefonso Hernandez Gonzalez**

6/27/16

**Date**

## **LEASE**

**THIS LEASE, made and entered into between the W. D. Wenke Living Trust dated January 22, 2002 and the Susan K. Wenke Living Trust dated January 22, 2002 (LESSORS), and Ildefonso Hernandez Gonzalez dba Tacos El Taconazo (LESSEE),**

### **WITNESSETH:**

**THAT FOR AND IN CONSIDERATION of the rents, covenants and conditions hereinafter set forth, the LESSORS do hereby lease unto the LESSEE and the LESSEE does hereby lease from LESSORS the following described premises situated in Park County, Wyoming:**

**That building designated as 702 Yellowstone Avenue (the "Property"), to be used by Ildefonso Hernandez Gonzalez dba Tacos El Taconazo, as a restaurant and related parking.**

**RESERVING, however, unto said LESSORS, its other tenants, assigns and representatives, the unimpeded right of ingress and egress to reach the other buildings and improvements situated on the Property designated as 702 Yellowstone Avenue, but not including that building used exclusively by Tacos El Taconazo.**

- 1. TERM: This Lease shall be for a period of three years commencing February 1, 2014 and terminating January 31, 2017. LESSEE may automatically extend this Lease for two years by LESSEE notifying LESSORS in writing at least 120 days in advance of the commencement of the new lease period that LESSEE intends to extend for another two years.**
- 2. RENT: As rent for the leased premises, LESSEE covenant and agree to pay to LESSORS in advance, at P.O. Box 1555, Cody, Wyoming, 82414, on or before the 1<sup>st</sup> day of each and every month a monthly rental of \$2300.00. The first rent payment shall be due February 1, 2014, and commencing monthly thereafter, due the 1<sup>st</sup> day of each month. Rent shall be deemed delinquent if not paid by the 10<sup>th</sup> of each month and all delinquent rent shall be subject to a late charge of 5% of the monthly rent.**
- 3. UTILITIES: LESSEE shall pay for all utilities used or consumed on the leased premises and shall be responsible for any utility deposits that may be required.**
- 4. USE: LESSEE covenants and agrees to use the lease premises as a restaurant and for no other purpose, without first obtaining the prior written consent of LESSORS. LESSEE shall not carry on or permit upon the leased premises any offensive, noisy or dangerous trade, business, manufacture or occupation or any nuisance, nor use the leased premises for any illegal or immoral purposes. LESSEE shall operate its business on the leased premises in a courteous, efficient and workmanlike manner and will maintain same in a safe, clean and sanitary condition. LESSORS understand and accepts that alcohol will be served in LESSEE'S restaurant.**

## **LEASE**

5. **MAINTENANCE:** LESSORS shall generally be responsible for exterior maintenance, i.e., roof, heating, air conditioning, provision of water supply, drainage under the building, window and door repairs, etc. LESSEE shall be responsible for normal maintenance of the interior, including lighting and fixtures, window cleaning, and interior plumbing. LESSEE shall be responsible for maintaining grounds in an attractive manner. LESSEE agrees to share the cost of snow removal at 1/3 the rate charged by a third-party snow removal service that clears the entire Property of snow.
6. **IMPROVEMENTS:** LESSEE shall not commit or allow waste to be committed upon said Property and will not erect any buildings or structures upon it. LESSORS will approve any attached fixtures and signs before installation and all improvements of a fixed nature shall become the property of the LESSORS at the time the lease expires or it is terminated.
7. **TAXES AND INSURANCE:** LESSEE shall be responsible for any assessments levied against any property they may bring on or situate upon the lease premises. LESSORS shall maintain such fire and casualty insurance on the leased premises as it may desire; however, LESSEE shall be responsible for maintaining \$1,000,000.00 liability and content insurance on its own fixtures, furnishings, and inventory situated on the lease premises. The coverage under such insurance policy shall be not less than \$500,000.00 for any one person and \$1,000,000 aggregate. In any such policy, the LESSEE shall name the LESSORS as additional insured's and provide a copy of said endorsement to the LESSORS within 10 days of taking possession of said Property.
8. **LIABILITY AND INDEMNIFICATION:** LESSORS, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including the LESSEE) on or off the leased premises, arising out of or resulting from the LESSEE's use, possession or operation thereof, and the LESSEE hereby agrees to indemnify and holds the LESSORS, its agents and employees harmless from and against all claims for such loss, damage or injury or other casualty.
9. **LOSS OF USE:** The LESSORS shall not be liable for any loss of use LESSEE may incur as a result of property damage, lack of utility supply or governmental action. Should the lease premises no longer be usable for its intended purpose, the obligations under this lease for either the LESSEE or the LESSORS shall cease upon any such occurrence where premises is not usable for its intended purpose.
10. **CONDITION OF PREMISES:** LESSEE acknowledges that the leased premises are in good order and repair, unless otherwise indicated herein. Upon the termination of this Lease, LESSEE shall surrender the same in as good a condition as when received, normal wear and tear expected. LESSOR, its agents and representatives, may at all reasonable times enter the leased premises during

## LEASE

normal business hours to inspect same and to exhibit or show the same to prospective purchasers, LESSEE and others.

11. **ASSIGNMENT OR SUBLEASE:** LESSEE shall not assign this Lease or any interest therein or sublet the leased premises or any part thereof or license the use of all or any portion of the leased premises or businesses conducted thereon or therein or encumber or hypothecate this Lease without first obtaining the written consent of LESSORS. If LESSORS sell the Property described herein, and LESSEE declines to exercise their right of first refusal described in paragraph 13 below, then buyer of this Property will be fully obligated to abide by the terms of this Lease.
12. **HAZARDOUS AND TOXIC MATERIALS AND WASTE:** LESSEE shall not use, store, or generate any hazardous material or waste on the leased premises including, but not limited to, explosives, hydrocarbons, flammable or combustible materials or any other oil based type of contaminates. LESSEE shall further indemnify and hold harmless the LESSORS against any penalties, damages, or charges imposed for any violation of the law, statute, or ordinance, occasioned by the negligence of the LESSEE and LESSEE shall pay for all removal and clean-up expenses in any way pertaining to any such hazardous material or waste. LESSEE shall further indemnify and hold harmless LESSORS against any penalties, damages, or charges imposed for any violation of law, statute, or ordinance caused by LESSEE and LESSEE shall pay for all removal and cleanup expense pertaining to any such hazardous material or waste.
13. **RIGHT OF FIRST REFUSAL:** Should LESSORS decide to sell the following described real property, or any part thereof, during the term of this LEASE, LESSORS agree to offer LESSEE, in writing, the exclusive option to purchase the following property, or any part thereof, at fair market value before offering said Property to any other person:

1.19 AC. DES. AS: A PARC. IN SEC.1 O.S. LOT 68 R.S. BEG. 352 .47'N. OF THE SW COR OF NW/4NE/4, N.76\*04'E. 232.56', N.1 6\*20'E. 225.77', S.76\*04'W. 297.5', S. 201.03' TO POB T52 R102

LESSEE shall have 60 days from receipt of the offer from LESSORS to exercise this Right of First Refusal.

14. **DEFAULT:** If either party shall fail to keep and perform, or shall violate any of the covenants, conditions and stipulations of this Lease, then after notice of said violation as provided herein, then each party may avail themselves to all remedies in law or equity pursuant to the laws of the State of Wyoming. The LESSORS are required to give the Lessee 24 hours notice of his/her intention to inspect the premises outside of the normal business hours of LESSEE. Further, LESSORS must give LESSEE 30 days notice to vacate the premises in the event of default. In the event that either party goes into default whereby it is necessary for either

**LEASE**

party to enforce any portion of this lease, then the non-prevailing party shall pay all costs associated with the enforcement of this lease up to and including, but not limited to reasonable attorney fees and costs.

- 15. NOTICE: Any notice provided herein shall be considered as properly given as of the date of mailing if sent by certified mail, return receipt requested, postage prepaid, addressed to LESSEE as follows:

Tacos El Taconazo  
c/o Ildefonso Hernandez Gonzalez  
PO Box 2525  
Cody, Wyoming 82414

And addressed to LESSORS as follows:

William D. and Susan K. Wenke  
P. O. Box 1555  
Cody, Wyoming 82414

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

LESSORS: W. D. Wenke Living Trust dated January 22, 2002 and the Susan K. Wenke Living Trust dated January 22, 2002

William D. Wenke  
By: William D. Wenke,  
Trustee of the W.D. Wenke Living Trust dated January 22, 2002

12-17-13  
Date

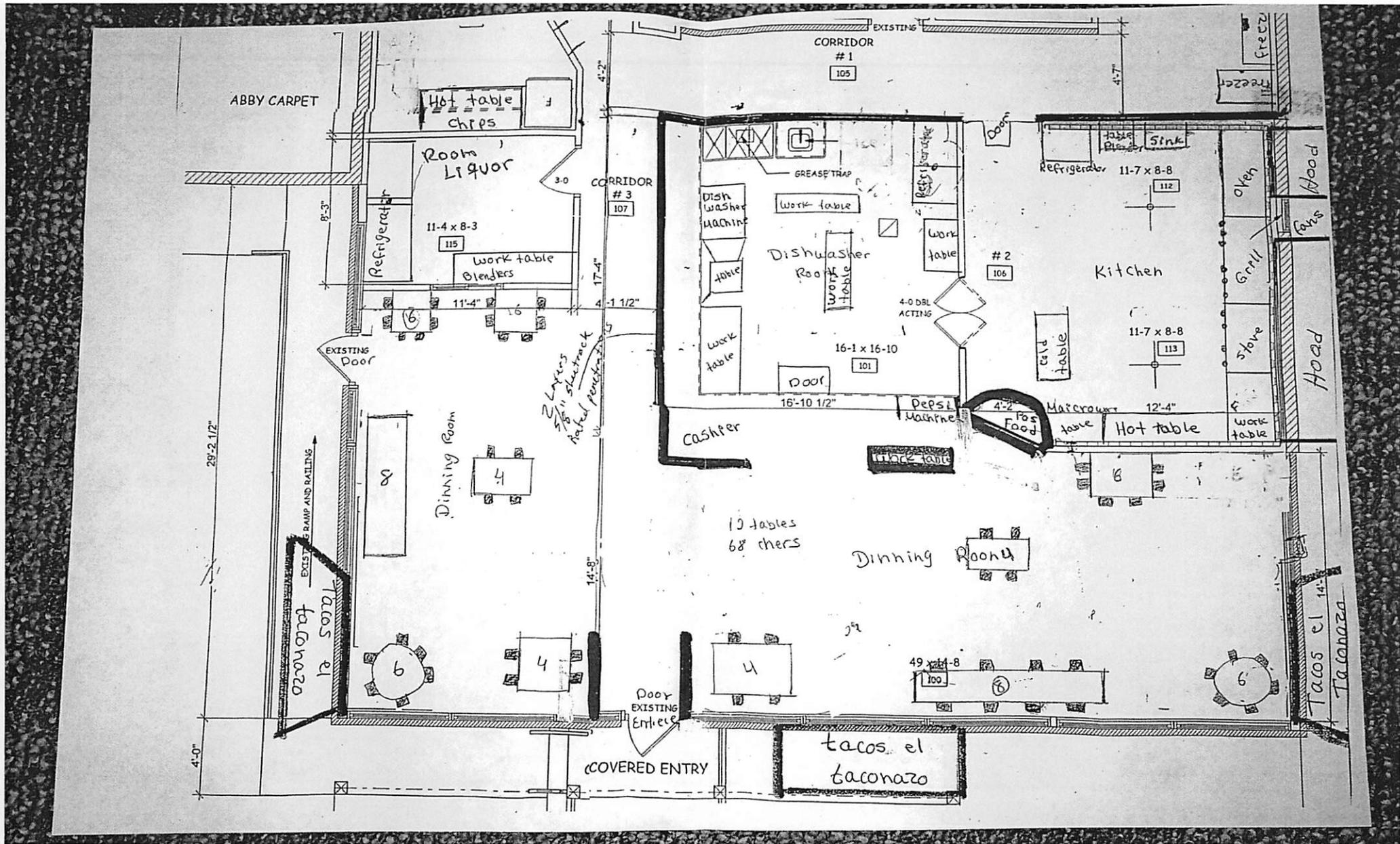
Susan K. Wenke  
By: Susan K. Wenke,  
Trustee of the Susan K. Wenke Living Trust dated January 22, 2002

12/17/13  
Date

LESSEE: Ildefonso Hernandez Gonzalez dba Tacos El Taconazo

Ildefonso Hernandez Gonzalez  
By: Ildefonso Hernandez Gonzalez

12/17/13  
Date



The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended, and to furnish receipts therefor. This authorization shall be valid and effective until cancelled or revoked and is not transferable.

Location: 2425 BIG HORN  
CODY WY 824140000

Issued To: TACOS EL TACONAZO, ILDELFONSO HERNANDEZ  
HERNANDEZ, ILDELFONSO  
2425 BIG HORN  
CODY WY 824140000

Excise Tax Division  
Taxpayer Services Section

Certificate Print Date: 1/29/2008

Display Conspicuously at the Place of Business for Which Issued

Cut along this line to separate license certificate. Please retain the information below for your reference.

### WYOMING SALES/USE TAX REPORTING INFORMATION

1. Your filing frequency is Monthly beginning: 03/01/2008. Quarterly filers will be set up on calendar quarters. If you are a quarterly filer, your first return may be for a portion of a calendar quarter.
2. You will receive your return approximately the first week of the month in which it is due. Example: MONTHLY filers; January return will be received first half of February and it must be postmarked on or before the last day of February. QUARTERLY filers; January, February and March returns will be received first half of April and must be postmarked on or before the last day of April.
3. Failure to receive a return from the Department of Revenue does not relieve you from the responsibility of filing and paying the tax due on or before the due date. Returns must be filed even if no sales were made or any tax due.
4. The postmark date determines the timeliness of your return. Returns with a late postmark are subject to penalty and interest.
5. Please notify the Excise Tax Division at the Cheyenne Office in writing if there is a change of address or ownership. Mail to: Department of Revenue, 122 W 25th St., Cheyenne WY 82002-0110. Be sure to include your Wyoming Sales/Use tax license number on any correspondence and/or remittance sent to the Department to ensure timely processing.

WDA-17A  
04/2k

WYOMING DEPARTMENT OF AGRICULTURE

RECEIPT NUMBER

CHEYENNE, WYOMING 82002

FD 055155

FOOD LICENSE



Account # 13355/13355-1

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.

TACOS EL TACONAZO  
702 E YELLOWSTONE AVE  
CODY, WY 82414

Expiration Date: 3/26/2017

*Douglas L. Mijangos*

Director of Agriculture

Equal Opportunity in Employment and Services



Wells Fargo Bank, N.A.  
Cody Business Banking Group  
MAC C7835-011  
1401 Sheridan Avenue  
Cody, WY 82414

Fax: 307 587 2827

06/29/2016

City of Cody  
1338 Rumsey Avenue  
Cody, WY 82414

Re: Liquor License Application for Tacos El Taconazo

This letter is to confirm that the business Tacos El Taconazo has open and active business accounts with Wells Fargo Bank located at 1401 Sheridan Avenue Cody, WY 82414.

As of the date of this letter, the accounts ending in -6224 and -9093 are in good standing.

Should you have any further questions please contact Lucas McNeely at (307)527-2626.

Sincerely,

A handwritten signature in black ink that reads "Lucas McNeely".

Lucas McNeely  
307-527-2626



Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>813-NCPERS WYOMING</b>					
<b>125412</b>					
063016	PREMIUM	07/06/2016	432.00	432.00	716
Total :			432.00	432.00	
Total 125412:			432.00	432.00	
<b>ABEGGLEN, SHERRY</b>					
<b>130886</b>					
13030913	REFUND UTILITY DEPOSIT	05/02/2016	42.30	.00	616
Total :			42.30	.00	
Total 130886:			42.30	.00	
<b>ACCENTS FLORAL</b>					
<b>128468</b>					
004259	WAM CONVENTION EXPENSE	06/30/2016	207.00	.00	616
Total :			207.00	.00	
Total 128468:			207.00	.00	
<b>ADVANCED INFO SYSTEMS</b>					
<b>129162</b>					
13125	CYCLE 3 OUTSOURCE BILLS	06/28/2016	412.80	.00	616
13153	CYCLE 4 OUTSOURCE BILLS	07/12/2016	238.25	.00	616
Total :			651.05	.00	
Total 129162:			651.05	.00	
<b>AMERICAN FAMILY LIFE ASSUR</b>					
<b>550</b>					
693434	AFLAC PREMIUM	07/06/2016	2,023.45	2,023.45	716
Total :			2,023.45	2,023.45	
Total 550:			2,023.45	2,023.45	
<b>AMERICAN WELDING &amp; GAS, INC.</b>					
<b>128592</b>					
04075084	CO2	05/31/2016	24.45	.00	616
04139384	SUPPLIES	06/30/2016	53.95	.00	616
04139385	CO2	06/30/2016	23.95	.00	616
Total :			102.35	.00	
Total 128592:			102.35	.00	
<b>ANIXTER, INC.</b>					
<b>130622</b>					
3205164-00	Pole, lex Std 2908-45808T4	06/30/2016	6,847.37	.00	616
Total :			6,847.37	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 130622:			6,847.37	.00	
<b>BAILEY ENTERPRISES INCORPORATED</b>					
<b>130546</b>					
063016	Unleaded Fuel	07/06/2016	410.88	.00	616
063016	Unleaded Fuel	07/06/2016	44.76	.00	616
063016	Unleaded Fuel	07/06/2016	1,221.40	.00	616
063016	Diesel Fuel	07/06/2016	250.18	.00	616
063016	Unleaded Fuel	07/06/2016	770.12	.00	616
063016	Unleaded Fuel	07/06/2016	54.81	.00	616
063016	Unleaded Fuel	07/06/2016	55.27	.00	616
063016	Diesel Fuel	07/06/2016	1,252.73	.00	616
063016	Unleaded Fuel	07/06/2016	296.27	.00	616
063016	Unleaded Fuel	07/06/2016	39.98	.00	616
063016	Diesel Fuel	07/06/2016	2,244.08	.00	616
063016	Unleaded Fuel	07/06/2016	151.39	.00	616
063016	Diesel Fuel	07/06/2016	70.99	.00	616
063016	Unleaded Fuel	07/06/2016	155.90	.00	616
063016	Diesel Fuel	07/06/2016	251.35	.00	616
063016	Unleaded Fuel	07/06/2016	186.73	.00	616
063016	Diesel Fuel	07/06/2016	222.00	.00	616
063016	Unleaded Fuel	07/06/2016	329.55	.00	616
Total :			8,008.39	.00	
Total 130546:			8,008.39	.00	
<b>BAKER, CHARLES A</b>					
<b>130717</b>					
060116	WY PEACH OFFICER BADGE	06/01/2016	10.00	.00	616
Total :			10.00	.00	
Total 130717:			10.00	.00	
<b>BIG HORN REDI-MIX, INC</b>					
<b>1190</b>					
6477	Gravel 3/8 chips	06/23/2016	53,700.00	.00	616
Total :			53,700.00	.00	
Total 1190:			53,700.00	.00	
<b>BLANKENSHIP QUALITY CONCRETE LLC</b>					
<b>1320</b>					
970	CONCRETE - BECK AVE 19TH - 20TH	07/05/2016	6,890.20	.00	716
Total :			6,890.20	.00	
Total 1320:			6,890.20	.00	
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>					
<b>1360</b>					
062016	INSURANCE PREMIUM	06/20/2016	114,019.28	.00	716
062016	INSURANCE PREMIUM ADJUSTMENT	06/20/2016	20,839.06-	.00	716
Total :			93,180.22	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 1360:			93,180.22	.00	
<b>C &amp; C WELDING, INC</b>					
<b>1690</b>					
10003A	BALLFIELD SIGN BRACKETS	06/30/2016	15.54	.00	616
Total :			15.54	.00	
Total 1690:			15.54	.00	
<b>CAHILL, GREGORY J</b>					
<b>129414</b>					
070116	CONCERTS IN THE PARK	07/01/2016	1,000.00	.00	716
Total :			1,000.00	.00	
Total 129414:			1,000.00	.00	
<b>CARQUEST AUTO PARTS</b>					
<b>10200</b>					
2874-IC-30439	credit shop supplies - VM	06/08/2016	69.99-	.00	616
2874-IC-30502	credit repair parts - VM	06/16/2016	3.23-	.00	616
2874-IC-30505	credit repair parts - VM	06/16/2016	4.42-	.00	616
2874-IC-30530	credit repair parts - VM	06/20/2016	56.09-	.00	616
2874-ID-30395	repair parts - VM	06/02/2016	2.87	.00	616
2874-ID-30426	shop supplies - VM	06/06/2016	69.99	.00	616
2874-ID-30428	repair parts - VM	06/07/2016	2.50	.00	616
2874-ID-30445	repair parts - VM	06/09/2016	5.40	.00	616
2874-ID-30453	repair parts - VM	06/10/2016	41.84	.00	616
2874-ID-30473	repair parts - VM	06/13/2016	8.39	.00	616
2874-ID-30480	repair parts - VM	06/14/2016	39.19	.00	616
2874-ID-30483	repair parts - VM	06/14/2016	2.50	.00	616
2874-ID-30492	repair parts - VM	06/15/2016	7.46	.00	616
2874-ID-30499	repair parts - VM	06/16/2016	8.18	.00	616
2874-ID-30501	repair parts - VM	06/16/2016	3.23	.00	616
2874-ID-30503	repair parts - VM	06/16/2016	4.42	.00	616
2874-ID-30525	repair parts - VM	06/20/2016	15.36	.00	616
2874-ID-30529	repair parts - VM	06/20/2016	8.41	.00	616
2874-ID-30529	repair parts - VM	06/20/2016	56.09	.00	616
2874-ID-30532	repair parts - VM	06/20/2016	5.60	.00	616
2874-ID-30535	repair parts - VM	06/21/2016	5.60	.00	616
2874-ID-30536	repair parts - VM	06/21/2016	35.62	.00	616
2874-ID-30555	repair parts - VM	06/23/2016	2.50	.00	616
2874-ID-30569	repair parts - VM	06/24/2016	2.70	.00	616
2874-ID-30590	repair parts - VM	06/28/2016	12.47	.00	616
2874-ID-30600	repair parts - VM	06/29/2016	2.50	.00	616
Total :			209.09	.00	
Total 10200:			209.09	.00	
<b>CASNER, KIM</b>					
<b>130909</b>					
070516	REIMBURSEMENT FOR RECREATION EXPENSES	07/05/2016	332.31	.00	716
Total :			332.31	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 130909:			332.31	.00	
<b>CHANDLER, SHAWNA</b>					
<b>130811</b>					
2174030	UTILITY DEPOSIT REFUND	06/30/2016	123.22	.00	716
Total :			123.22	.00	
Total 130811:			123.22	.00	
<b>CITY OF CODY</b>					
<b>2260</b>					
070616	RESTITUTION FROM JARROD JOHNSON MC-1603-	07/06/2016	300.00	.00	716
070616	RESTITUTION MC-1603-022 CEDRICK KENCKE	07/06/2016	150.00	.00	716
070816	Utilities	07/08/2016	1,857.23	.00	616
070816	Utilities	07/08/2016	398.29	.00	616
070816	Utilities	07/08/2016	68.37	.00	616
070816	Utilities	07/08/2016	17.61	.00	616
070816	Utilities	07/08/2016	357.19	.00	616
070816	Utilities	07/08/2016	14,020.20	.00	616
070816	Utilities	07/08/2016	31.39	.00	616
Total :			17,200.28	.00	
Total 2260:			17,200.28	.00	
<b>CITY OF CODY</b>					
<b>127400</b>					
063016	ALCOHOL COMPLIANCE CHECKS	06/30/2016	3.00	.00	616
Total :			3.00	.00	
Total 127400:			3.00	.00	
<b>CODY SKYLIGHTERS INC</b>					
<b>2775</b>					
070116	COMMUNITY FUNDING ALLOCATION	07/01/2016	2,000.00	.00	716
Total :			2,000.00	.00	
Total 2775:			2,000.00	.00	
<b>CODY STAMPEDE PARADE COMMITTEE INC</b>					
<b>127050</b>					
070116	COMMUNITY FUNDING ALLOCATION	07/01/2016	1,930.00	.00	716
Total :			1,930.00	.00	
Total 127050:			1,930.00	.00	
<b>CODY'S TOWN TAXI</b>					
<b>129972</b>					
063016	TIPSY TAXI VOUCHERS	06/30/2016	175.00	.00	616
Total :			175.00	.00	
Total 129972:			175.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>					
<b>3140</b>					
063016	LEGAL SERVICES	06/30/2016	6,907.92	.00	616
Total :			6,907.92	.00	
Total 3140:			6,907.92	.00	
<b>COVENTRY HOMES INC</b>					
<b>129869</b>					
13122810	REFUND UTILITY DEPOSIT	07/01/2016	277.42	.00	716
Total :			277.42	.00	
Total 129869:			277.42	.00	
<b>CRISIS INTERVENTION SERVICE</b>					
<b>3290</b>					
070116	CRISIS INTERVENTION SERVICES	07/01/2016	2,200.00	.00	716
Total :			2,200.00	.00	
Total 3290:			2,200.00	.00	
<b>CURLESS, BARBARA</b>					
<b>128930</b>					
063016	MILEAGE REIMBURSEMENT	06/30/2016	233.71	.00	616
Total :			233.71	.00	
Total 128930:			233.71	.00	
<b>CUSTOM DELIVERY SERVICE</b>					
<b>3343</b>					
215879	WELL SAMPLE SHIPPING	06/30/2016	22.77	.00	616
Total :			22.77	.00	
Total 3343:			22.77	.00	
<b>D.W. LATIMER, INC</b>					
<b>129661</b>					
3492	AIR VENT REPAIR	05/26/2016	76.15	.00	616
Total :			76.15	.00	
Total 129661:			76.15	.00	
<b>DEHAAN, KOLTON</b>					
<b>130901</b>					
062716	REFUND PAYROLL DEDUCTION	06/27/2016	16.00	.00	616
Total :			16.00	.00	
Total 130901:			16.00	.00	
<b>DIVISION OF VICTIM'S SERVICES</b>					

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
124470						
	070616	CRIME VICTIMS COMP	07/06/2016	98.00	.00	716
	Total :			98.00	.00	
	Total 124470:			98.00	.00	
<b>DYE, KELLY</b>						
130918						
	10050021	UTILITY DEPOSIT REFUND	07/06/2016	99.62	.00	716
	Total :			99.62	.00	
	Total 130918:			99.62	.00	
<b>EAGLE OF CODY PRINTING</b>						
123442						
	70716	DEPOSIT SLIPS & AP CHECKS	06/30/2016	314.90	.00	616
	Total :			314.90	.00	
	Total 123442:			314.90	.00	
<b>EASTMAN, RINDA</b>						
129952						
	063016	PERSONAL TRAINING	06/30/2016	152.96	.00	616
	Total :			152.96	.00	
	Total 129952:			152.96	.00	
<b>ENERGY LABORATORIES, INC</b>						
4120						
	8850	MONITOR WELL TESTING	06/25/2016	350.00	.00	616
	Total :			350.00	.00	
	Total 4120:			350.00	.00	
<b>ENGINEERING ASSOCIATES</b>						
4140						
	3607030	WWTF PRETREATMENT	06/30/2016	4,330.00	.00	616
	3607031	MATERIAL TESTING	06/30/2016	209.05	.00	616
	Total :			4,539.05	.00	
	Total 4140:			4,539.05	.00	
<b>FRIEDMAN, TAMMMY</b>						
130916						
	6027029	REFUND UTILITY DEPOSIT	06/01/2016	283.73	.00	716
	Total :			283.73	.00	
	Total 130916:			283.73	.00	
<b>GG LIGHTING INC</b>						

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
130910						
	1382	ARROW BOARD	07/05/2016	4,300.00	.00	716
	1382	ARROW BOARD	07/05/2016	4,300.00	.00	716
	1382	ARROW BOARD	07/05/2016	4,300.00	.00	716
Total :				12,900.00	.00	
Total 130910:				12,900.00	.00	
<b>HARRIS TRUCKING AND CONSTRUCTION CO.</b>						
<b>4780</b>						
	128065	ASPHALT	06/11/2016	543.36	.00	616
Total :				543.36	.00	
Total 4780:				543.36	.00	
<b>JONES, AMY</b>						
<b>129954</b>						
	063016	PERSONAL TRAINING	06/30/2016	512.05	.00	616
Total :				512.05	.00	
Total 129954:				512.05	.00	
<b>KB NELSON CONSTRUCTION</b>						
<b>129689</b>						
	31564	PARKS SHOP RENOVATION	06/23/2016	142,028.00	.00	616
	31564	PARKS SHOP RETAINAGE	06/23/2016	14,202.80-	.00	616
Total :				127,825.20	.00	
Total 129689:				127,825.20	.00	
<b>KEEGAN, KRISJANSONS &amp; MILES, PC</b>						
<b>130778</b>						
	423	COURT APPOINTED ATTORNEY	06/30/2016	59.40	.00	616
	443	COURT APPOINTED ATTORNEY	06/30/2016	81.90	.00	616
	487	COURT APPOINTED ATTORNEY	06/30/2016	157.50	.00	616
Total :				298.80	.00	
Total 130778:				298.80	.00	
<b>KELLER, JANA</b>						
<b>130915</b>						
	17951013	UTILITY DEPOSIT REFUND	07/01/2016	75.23	.00	716
Total :				75.23	.00	
Total 130915:				75.23	.00	
<b>KELLY, MADELINE</b>						
<b>130908</b>						
	070116	CONCERTS IN THE PARK	07/01/2016	1,000.00	.00	716
Total :				1,000.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 130908:			1,000.00	.00	
<b>KENCO ENTERPRISES INC</b>					
<b>9029</b>					
1314648	SECURITY MONITORING - SHOP	07/01/2016	100.50	.00	716
Total :			100.50	.00	
Total 9029:			100.50	.00	
<b>KITCHEN, SCOTT</b>					
<b>129803</b>					
063016	REIMBURSE FOR MILEAGE	06/30/2016	36.34	.00	616
Total :			36.34	.00	
Total 129803:			36.34	.00	
<b>KRUBECK, LUCAS</b>					
<b>130285</b>					
063016	PERSONAL TRAINER	06/30/2016	218.56	.00	616
Total :			218.56	.00	
Total 130285:			218.56	.00	
<b>LEGEND COMMUNICATIONS OF WY LLC</b>					
<b>127743</b>					
063016	ADVERTISING	06/30/2016	173.40	.00	616
063016	ADVERTISING	06/30/2016	400.00	.00	616
Total :			573.40	.00	
Total 127743:			573.40	.00	
<b>LOCAL GOVERNMENT LIABILITY POOL</b>					
<b>6176</b>					
10532	CLAIM AGAINST THE CITY	06/14/2016	5,000.00	.00	616
Total :			5,000.00	.00	
Total 6176:			5,000.00	.00	
<b>MERCHANT JT&amp;S</b>					
<b>123069</b>					
2726	EDUCATION EXPENSE - BERRY, HART	04/29/2016	1,300.00	.00	716
Total :			1,300.00	.00	
Total 123069:			1,300.00	.00	
<b>MERCO, INC</b>					
<b>127277</b>					
21	INSURANCE - DETENTION PONDS	06/30/2016	1,125.00	.00	716
Total :			1,125.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 127277:			1,125.00	.00	
<b>MORSER, VANESSA</b>					
<b>130919</b>					
2103942	REFUND UTILITY DEPOSIT	06/23/2016	400.00	.00	716
Total :			400.00	.00	
Total 130919:			400.00	.00	
<b>MOUNTAIN STATES LIGHTING</b>					
<b>128210</b>					
7509	Pole,ped it VI-T-IF/ 12' FP 192-175	06/30/2016	6,615.00	.00	616
7509	LOT SET UP FEE	06/30/2016	500.00	.00	616
Total :			7,115.00	.00	
Total 128210:			7,115.00	.00	
<b>NAGY, DENNIS</b>					
<b>130904</b>					
410495	REC CENTER REFUND	07/06/2016	115.00	.00	716
Total :			115.00	.00	
Total 130904:			115.00	.00	
<b>NELSON, ANGUS</b>					
<b>130912</b>					
13146845	UTILITY DEPOSIT REFUND	06/30/2016	16.16	.00	716
Total :			16.16	.00	
Total 130912:			16.16	.00	
<b>NORCO, INC.</b>					
<b>128948</b>					
18877027	CYLINDER RENT	06/30/2016	11.46	.00	616
Total :			11.46	.00	
Total 128948:			11.46	.00	
<b>NORPAC SHEET METAL INC</b>					
<b>130902</b>					
14335211	UTILITY DEPOSIT REFUND	06/29/2016	344.61	.00	716
Total :			344.61	.00	
Total 130902:			344.61	.00	
<b>NORTHWEST PIPE</b>					
<b>7400</b>					
1624464-2	SADDLE GASKET	06/27/2016	60.00	.00	616
1651400-1	CITY PARK WATER TAP	06/27/2016	40.45	.00	616
1653273	HYDRANT REPLACEMENT	06/20/2016	600.00	.00	616
1654509	1" compression coupling	06/20/2016	42.98	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			743.43	.00	
Total 7400:			743.43	.00	
<b>NYFFLER, RHONDA</b>					
<b>130698</b>					
070616	RESTITUTION FROM JENNIFER WEINGARTNER M	07/06/2016	100.00	.00	716
Total :			100.00	.00	
Total 130698:			100.00	.00	
<b>P &amp; E PAINTING</b>					
<b>130726</b>					
052216	GUARD RAIL REPAIR - 12TH ST	05/22/2016	1,050.00	.00	616
Total :			1,050.00	.00	
Total 130726:			1,050.00	.00	
<b>PARK COUNTY ANIMAL SHELTER</b>					
<b>5120</b>					
070116	ANIMAL SERVICE CONTRACT	07/01/2016	3,750.00	.00	716
Total :			3,750.00	.00	
Total 5120:			3,750.00	.00	
<b>PARK COUNTY COURT SUPERVISED TREATMENT</b>					
<b>127346</b>					
070116	DRUG COURT	07/01/2016	3,200.00	.00	716
Total :			3,200.00	.00	
Total 127346:			3,200.00	.00	
<b>PARK COUNTY LANDFILL</b>					
<b>129053</b>					
063016	LANDFILL CHARGES	06/30/2016	28.86	.00	616
063016	LANDFILL CHARGES	06/30/2016	82,338.48	.00	616
Total :			82,367.34	.00	
Total 129053:			82,367.34	.00	
<b>PARK COUNTY READY MIX</b>					
<b>7730</b>					
112723	9TH & SHERIDAN ABANDON TAP	06/30/2016	545.00	.00	616
Total :			545.00	.00	
Total 7730:			545.00	.00	
<b>PARK COUNTY SHERIFF</b>					
<b>7740</b>					
063016	INCARCERATION - JUNE 2016	06/30/2016	720.00	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			720.00	.00	
Total 7740:			720.00	.00	
<b>PENDLEY, GREG</b>					
<b>7856</b>					
070116	CONCERTS IN THE PARK	07/01/2016	600.00	.00	716
Total :			600.00	.00	
Total 7856:			600.00	.00	
<b>PERKINS, GREG</b>					
<b>130903</b>					
061016	REIMBURSE FOR SUPPLY PURCHASE	06/10/2016	14.48	.00	616
Total :			14.48	.00	
Total 130903:			14.48	.00	
<b>POLLOCK, TREVOR STORM</b>					
<b>130913</b>					
17226511	UTILITY DEPOSIT REFUND	06/30/2016	126.40	.00	716
Total :			126.40	.00	
Total 130913:			126.40	.00	
<b>POND, PHYLLIS</b>					
<b>130899</b>					
14193012	REFUND CREDIT BALANCE	06/29/2016	12.41	.00	716
Total :			12.41	.00	
Total 130899:			12.41	.00	
<b>POWELL TRIBUNE</b>					
<b>8090</b>					
063016	ADVERTISING	06/30/2016	347.80	.00	616
Total :			347.80	.00	
Total 8090:			347.80	.00	
<b>PROFFITS LAWN CARE</b>					
<b>128647</b>					
3851	CONTRACT MOWING	06/28/2016	400.00	.00	616
3877	CONTRACT MOWING	07/10/2016	400.00	.00	616
3877	CONTRACT MOWING	07/10/2016	400.00	.00	716
Total :			1,200.00	.00	
Total 128647:			1,200.00	.00	
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>					
<b>128033</b>					
063016	UNUM OPTIONAL POLICIES PREMIUM	07/06/2016	183.44	183.44	716

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			183.44	183.44	
Total 128033:			183.44	183.44	
<b>QUALITY ASPHALT PAVING, INC</b>					
<b>125010</b>					
1543	ASPHALT PATCHING	06/10/2016	1,160.00	.00	616
1543	ASPHALT PATCHING	06/10/2016	665.00	.00	616
Total :			1,825.00	.00	
Total 125010:			1,825.00	.00	
<b>ROBERTS, JOHN J</b>					
<b>130489</b>					
070116	CONCERTS IN THE PARK	07/01/2016	1,000.00	.00	716
Total :			1,000.00	.00	
Total 130489:			1,000.00	.00	
<b>RUTSCHKE, RANDY</b>					
<b>130914</b>					
15665543	UTILITY DEPOSIT REFUND	07/05/2016	86.41	.00	716
Total :			86.41	.00	
Total 130914:			86.41	.00	
<b>SAGE PUBLISHING COMPANY</b>					
<b>2590</b>					
063016	ADVERTISING	06/30/2016	336.62	.00	616
063016	ADVERTISING	06/30/2016	4,093.40	.00	616
063016	ADVERTISING	06/30/2016	820.00	.00	616
063016	ADVERTISING	06/30/2016	688.50	.00	616
Total :			5,938.52	.00	
Total 2590:			5,938.52	.00	
<b>SANDVIK, BETHANY</b>					
<b>129481</b>					
070716	GREEK DRAMA CAMP	07/05/2016	150.00	.00	616
Total :			150.00	.00	
Total 129481:			150.00	.00	
<b>SCOTT, ALLISON</b>					
<b>130883</b>					
2017034-1	REFUND UTILITY DEPOSIT	05/02/2016	9.93	.00	616
Total :			9.93	.00	
Total 130883:			9.93	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>SECHRIST, DAVID J</b>					
<b>129937</b>					
063016	PERSONAL TRAINER	06/30/2016	46.55	.00	616
Total :			46.55	.00	
Total 129937:			46.55	.00	
<b>SERVIAM LEGAL SERVICES LLC</b>					
<b>130501</b>					
160630-MC-D	COURT APPOINTED ATTORNEY	06/30/2016	7.00	.00	616
160630-MC-M	COURT APPOINTED ATTORNEY	06/30/2016	253.00	.00	616
160630-MC-PR	COURT APPOINTED ATTORNEY	06/30/2016	309.00	.00	616
Total :			569.00	.00	
Total 130501:			569.00	.00	
<b>SHEARER, STEVEN M</b>					
<b>123465</b>					
6308	CONCERTS IN THE PARK BANNERS	06/27/2016	300.00	.00	616
Total :			300.00	.00	
Total 123465:			300.00	.00	
<b>SHOGREN, JASON</b>					
<b>130907</b>					
070116	CONCERTS IN THE PARK	07/01/2016	50.00	.00	716
070116	CONCERTS IN THE PARK	07/01/2016	750.00	.00	716
Total :			800.00	.00	
Total 130907:			800.00	.00	
<b>SHOSHONE MUNICIPAL PIPELINE</b>					
<b>9130</b>					
070116	WATER PURCHASES - JUNE 2016	07/01/2016	158,972.14	.00	616
Total :			158,972.14	.00	
Total 9130:			158,972.14	.00	
<b>SMITH, JOSH</b>					
<b>130917</b>					
409185	REC CENTER REFUND	07/01/2016	170.00	.00	716
Total :			170.00	.00	
Total 130917:			170.00	.00	
<b>SPENCER SMITH CONSTRUCTION LLC</b>					
<b>130900</b>					
6109	CONFIER LANE ASPHALT REPAIR	06/24/2016	2,763.00	.00	616
Total :			2,763.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 130900:			2,763.00	.00	
<b>STEEL IN THE AIR, INC</b>					
<b>129800</b>					
3529	CELL SITE LEASE ASSESSMENT	06/29/2016	500.00	.00	616
Total :			500.00	.00	
Total 129800:			500.00	.00	
<b>STROH'S INDUSTRIAL LUBRICATION</b>					
<b>9630</b>					
13945	INDUSTRIAL SPRAY LUBE	06/27/2016	144.00	.00	616
Total :			144.00	.00	
Total 9630:			144.00	.00	
<b>THE HIGH COUNTRY COWBOYS</b>					
<b>130905</b>					
071416	CONCERTS IN THE PARK	07/14/2016	900.00	.00	716
Total :			900.00	.00	
Total 130905:			900.00	.00	
<b>THE OFFICE SHOP INC</b>					
<b>7440</b>					
38727	COPIER - SHOP	07/01/2016	51.28	.00	616
Total :			51.28	.00	
Total 7440:			51.28	.00	
<b>TRACY, NICOLE</b>					
<b>130906</b>					
072116	CONCERTS IN THE PARK	07/01/2016	1,000.00	.00	716
Total :			1,000.00	.00	
Total 130906:			1,000.00	.00	
<b>U S BANK PURCHASE CARD</b>					
<b>129981</b>					
070616	Meeting Video Service	07/06/2016	7,425.60	.00	716
070616	Wellness Benefit	07/06/2016	25.00	.00	616
070616	ACFE Subscription	07/06/2016	175.00	.00	716
070616	Supplies	07/06/2016	315.56	.00	616
070616	Computer Support	07/06/2016	1,173.05	.00	716
070616	utilities - Wcstelecom - long distance	07/06/2016	158.87	.00	616
070616	Subscription	07/06/2016	329.00	.00	716
070616	Utilities TCT Phone	07/06/2016	885.40	.00	616
070616	GFOA membership	07/06/2016	170.00	.00	716
070616	Utilities - Verizon - Cell Phones	07/06/2016	65.35	.00	616
070616	Checkpoint subscription	07/06/2016	605.55	.00	716
070616	Advertising	07/06/2016	2,255.75	.00	616
070616	advertising	07/06/2016	173.40	.00	616
070616	Computer Support Services	07/06/2016	3,276.00	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Rental Postage machine	07/06/2016	616.38	.00	616
070616	Auction fees	07/06/2016	877.45	.00	616
070616	Toner cartridges	07/06/2016	191.48	.00	616
070616	Toner cartridges	07/06/2016	502.48	.00	616
070616	Office supplies	07/06/2016	17.15	.00	616
070616	Asset tags	07/06/2016	259.95	.00	616
070616	Risk assessments	07/06/2016	292.80	.00	616
070616	vehicle wash	07/06/2016	10.00	.00	616
070616	Years of service award	07/06/2016	148.88	.00	616
070616	Disputed Transaction	07/06/2016	7.99	.00	616
070616	Toner (2)	07/06/2016	133.12	.00	616
070616	Computer Equipment	07/06/2016	25.99	.00	616
070616	Computer Equipment	07/06/2016	223.99	.00	616
070616	Computer Equipment	07/06/2016	230.16	.00	616
070616	Computer Equipment	07/06/2016	99.12	.00	616
070616	Computer Equipment	07/06/2016	451.98	.00	616
070616	Computer Equipment	07/06/2016	259.06	.00	616
070616	Disputed transaction credit	07/06/2016	15.00-	.00	616
070616	Supplies	07/06/2016	50.69	.00	616
070616	Training	07/06/2016	100.00	.00	616
070616	Training	07/06/2016	400.00	.00	616
Total Administrative Services:			21,917.20	.00	
070616	Pool programs	07/06/2016	35.19	.00	616
070616	pole for pool vacuum	07/06/2016	43.98	.00	616
070616	ARC training fees	07/06/2016	70.00	.00	616
070616	new pool float for anniversary party	07/06/2016	100.51	.00	616
070616	b-day party	07/06/2016	44.09	.00	616
070616	fix pool float	07/06/2016	9.56	.00	616
070616	pool programs	07/06/2016	33.45	.00	616
070616	repair equipment	07/06/2016	54.95	.00	716
070616	travel expense	07/06/2016	19.61	.00	616
070616	travel expense	07/06/2016	12.90	.00	616
070616	travel expense	07/06/2016	6.50	.00	616
070616	travel expense	07/06/2016	16.75	.00	616
070616	hotel expense	07/06/2016	118.00	.00	616
070616	CO2	07/06/2016	173.00	.00	616
070616	co2	07/06/2016	249.00	.00	616
070616	pool chemicals	07/06/2016	350.29	.00	616
070616	b-day party	07/06/2016	24.99	.00	616
070616	birthday party	07/06/2016	30.66	.00	616
070616	food for anniversary party	07/06/2016	246.32	.00	616
070616	program expense	07/06/2016	49.93	.00	616
070616	program supplies	07/06/2016	131.47	.00	616
070616	shark week	07/06/2016	27.00	.00	616
Total Aquatics:			1,848.15	.00	
070616	Utilities - Verizon - Cell Phones	07/06/2016	42.13	.00	616
Total City Administrator:			42.13	.00	
070616	Utilities - Verizon - Cell Phones	07/06/2016	126.78	.00	616
070616	Materials and Supplies, Maintenance -Plotter	07/06/2016	3,251.63	.00	616
070616	Materials and Supplies	07/06/2016	39.36	.00	616
070616	Materials and Supplies, Maintenance -Plotter	07/06/2016	1,454.00	.00	616
070616	Maintenance & Repairs-Hanging files	07/06/2016	198.00	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Office Chair	07/06/2016	124.79	.00	616
Total Community Development:			5,194.56	.00	
070616	Hand tools	07/06/2016	42.08	.00	716
070616	Hand tools	07/06/2016	7.61	.00	716
070616	Hand tools	07/06/2016	200.36	.00	616
070616	Truck Supplies	07/06/2016	83.40	.00	616
070616	Shop Supplies	07/06/2016	90.84	.00	616
070616	Pole Tags	07/06/2016	44.98	.00	616
070616	Shop Supplies	07/06/2016	103.41	.00	616
070616	Safety Glasses	07/06/2016	29.95	.00	616
070616	Trailer Repair	07/06/2016	76.00	.00	616
070616	Streetlight Repairs	07/06/2016	27.46	.00	616
070616	Streetlight Wire	07/06/2016	807.39	.00	616
070616	Line Clearing Equipment	07/06/2016	749.78	.00	616
070616	Random Drug Testing Program	07/06/2016	36.00	.00	616
070616	Utilities TCT Phone	07/06/2016	62.23	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	170.29	.00	616
070616	Utilities - Century Link	07/06/2016	37.63	.00	616
070616	supplies	07/06/2016	5.72	.00	616
070616	Computer Equipment	07/06/2016	36.84	.00	616
070616	Computer Equipment	07/06/2016	54.93	.00	616
070616	Computer Equipment	07/06/2016	430.69	.00	616
070616	Shop Supplies	07/06/2016	293.03	.00	616
070616	Supplies	07/06/2016	51.38	.00	616
070616	Shop Supplies	07/06/2016	45.88	.00	616
070616	Masking Tape for Floor Striping	07/06/2016	13.98	.00	616
070616	Red Butte Alley Upgrade	07/06/2016	2.82	.00	616
070616	Red Butte Alley Upgrade	07/06/2016	7.50	.00	616
070616	Red Butte Alley Upgrade	07/06/2016	12.57	.00	616
070616	System Upgrade material	07/06/2016	17.16	.00	616
070616	APPA Webinar - 7/27/16 Future Rate Structures and Tr	07/06/2016	99.00	.00	716
070616	Wash Explorer	07/06/2016	5.67	.00	616
Total Electric:			3,646.58	.00	
070616	WAM - Expenses - coffee	07/06/2016	21.98	.00	616
070616	WAM - Expenses - host city reception	07/06/2016	9,176.44	.00	616
070616	WAM - Expenses - trolley tour	07/06/2016	425.00	.00	616
070616	WAM - Expenses Tour	07/06/2016	84.00	.00	616
070616	WAM - Expenses	07/06/2016	50.00	.00	616
070616	WAM - Expenses - Golf Tourney	07/06/2016	1,360.00	.00	616
070616	WAM - Expenses meal	07/06/2016	471.20	.00	616
070616	WAM - Expenses	07/06/2016	3,796.00	.00	616
070616	WAM - Expenses - credit for incorrect amount charged	07/06/2016	3,796.00-	.00	616
070616	WAM - Expenses meals/breaks	07/06/2016	3,650.00	.00	616
070616	WAM - Expenses - meals/breaks	07/06/2016	4,625.00	.00	616
070616	WAM - Expenses - misc supplies	07/06/2016	81.67	.00	616
070616	WAM - Expenses misc supplies	07/06/2016	25.94	.00	616
070616	Budget meeting supplies	07/06/2016	356.00	.00	616
070616	Supplies	07/06/2016	150.80	.00	616
070616	meeting expenses	07/06/2016	28.24	.00	616
070616	Misc Supplies	07/06/2016	22.76	.00	616
Total Mayor-Council:			20,529.03	.00	
070616	Uniforms	07/06/2016	21.60	.00	716

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Uniforms	07/06/2016	94.94	.00	716
070616	Supplies	07/06/2016	61.75	.00	716
070616	Chainsaw	07/06/2016	29.80	.00	716
070616	Hand protection	07/06/2016	9.99	.00	716
070616	Peewee RR Repair	07/06/2016	482.31	.00	716
070616	Stock	07/06/2016	17.96	.00	716
070616	Ballfield signs	07/06/2016	65.97	.00	716
070616	Uniforms	07/06/2016	250.78	.00	616
070616	Materials	07/06/2016	7.99	.00	616
070616	Paul Stock bird houses	07/06/2016	53.75	.00	616
070616	Cleaning supplies	07/06/2016	399.64	.00	616
070616	Ballfield signage	07/06/2016	539.55	.00	616
070616	Mutt mitts	07/06/2016	606.72	.00	616
070616	Water heater softball	07/06/2016	95.00	.00	616
070616	Tire repairs	07/06/2016	158.95	.00	616
070616	Engine service	07/06/2016	86.53	.00	616
070616	Ballfield sand	07/06/2016	80.00	.00	616
070616	Materials	07/06/2016	18.99	.00	616
070616	Chamber flowers	07/06/2016	693.68	.00	616
070616	Stock	07/06/2016	132.08	.00	616
070616	Replacement cutting torch	07/06/2016	391.61	.00	616
070616	Welder	07/06/2016	24.45	.00	616
070616	Electrical repairs tennis courts	07/06/2016	265.28	.00	616
070616	Picnic table	07/06/2016	1,074.00	.00	616
070616	random and pre-employment testing	07/06/2016	80.00	.00	616
070616	Utilities TCT Phone	07/06/2016	38.02	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	76.64	.00	616
070616	Uniform	07/06/2016	19.86	.00	616
070616	Disputed transaction credit	07/06/2016	14.49-	.00	616
070616	Disputed transaction	07/06/2016	14.49	.00	616
070616	Supplies	07/06/2016	2.79	.00	616
070616	Gloves	07/06/2016	10.99	.00	616
070616	Legion bleacher seats	07/06/2016	25.65	.00	616
070616	Lacrosse field	07/06/2016	7.49	.00	616
070616	Memorial Park sod	07/06/2016	29.99	.00	616
070616	Pre emergent weed control for flower beds	07/06/2016	17.99	.00	616
070616	Supplies	07/06/2016	16.99	.00	616
070616	Gloves. Supplies	07/06/2016	17.97	.00	616
070616	Supplies	07/06/2016	56.98	.00	616
070616	Supplies	07/06/2016	27.99	.00	616
070616	Supplies	07/06/2016	51.57	.00	616
070616	Tarp	07/06/2016	36.99	.00	616
070616	Gloves. Supplies	07/06/2016	17.99	.00	616
070616	Stock	07/06/2016	.96	.00	616
070616	Tools	07/06/2016	429.97	.00	616
070616	Flags	07/06/2016	272.38	.00	616
070616	Bandshell	07/06/2016	20.57	.00	616
070616	Materials	07/06/2016	7.44	.00	616
070616	Sandpro bolts	07/06/2016	1.05	.00	616
070616	Supplies	07/06/2016	25.94	.00	616
070616	Supplies	07/06/2016	16.99	.00	616
070616	Supplies	07/06/2016	18.99	.00	616
070616	Supplies	07/06/2016	5.48	.00	616
070616	Paint	07/06/2016	501.50	.00	616
070616	Mower tires	07/06/2016	28.50	.00	616
070616	Parts for Parks shop water tap	07/06/2016	43.70	.00	616
070616	coffee for parks and rec	07/06/2016	130.58	.00	616
070616	Stock	07/06/2016	29.46	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Stock	07/06/2016	13.47	.00	616
070616	Rainbird replacements	07/06/2016	797.75	.00	616
070616	Stock	07/06/2016	988.80	.00	616
070616	Stock	07/06/2016	270.00	.00	616
Total Parks Maintenance:			9,802.75	.00	
070616	C30 training, Casper	07/06/2016	99.00	.00	716
070616	Flight-C07-Bomb training	07/06/2016	899.20	.00	716
070616	Flight ins. - C07 Bomb training	07/06/2016	65.00	.00	716
070616	Feral cat euthanasia	07/06/2016	50.00	.00	716
070616	Ice for stampede week	07/06/2016	17.54	.00	716
070616	Car wash - C01	07/06/2016	11.00	.00	716
070616	Car wash - C08	07/06/2016	9.00	.00	716
070616	Car wash - C25	07/06/2016	9.00	.00	716
070616	Car wash - C06	07/06/2016	9.00	.00	716
070616	Car wash - C06	07/06/2016	9.00	.00	716
070616	Car wash - C23	07/06/2016	9.00	.00	716
070616	Car wash - C21	07/06/2016	9.00	.00	716
070616	Car wash - C11	07/06/2016	5.86	.00	716
070616	Car wash - C24	07/06/2016	7.12	.00	716
070616	Car wash - C14	07/06/2016	10.00	.00	716
070616	Car wash - C17	07/06/2016	9.00	.00	716
070616	Car wash - C07	07/06/2016	9.00	.00	716
070616	Car wash - C01	07/06/2016	10.00	.00	616
070616	Random Drug Testing Program	07/06/2016	81.00	.00	616
070616	Utilities TCT Phone	07/06/2016	56.45	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	1,426.61	.00	616
070616	A17 sensor	07/06/2016	78.35	.00	616
070616	Police tires	07/06/2016	435.60	.00	616
070616	Car wash - C18	07/06/2016	11.00	.00	616
070616	Less lethal target	07/06/2016	60.63	.00	616
070616	rechargeable flashlight batteries-supply	07/06/2016	178.50	.00	616
070616	mobile radio microphone - C07	07/06/2016	77.32	.00	616
070616	Ice for stampede week	07/06/2016	17.54	.00	616
070616	Credit for C01 trousers returned	07/06/2016	99.98-	.00	616
070616	supplies	07/06/2016	353.97	.00	616
070616	FI cards	07/06/2016	103.00	.00	616
070616	Stampede week supplies	07/06/2016	170.52	.00	616
070616	Office/squad room supplies	07/06/2016	114.30	.00	616
070616	First aid cabinet restock	07/06/2016	178.13	.00	616
070616	Evidence shipping	07/06/2016	9.08	.00	616
070616	Intox class doc return	07/06/2016	10.38	.00	616
070616	Ship C01 trousers for exchange	07/06/2016	14.86	.00	616
070616	Less lethal target	07/06/2016	281.14	.00	616
070616	A103 floor mats	07/06/2016	110.00	.00	616
070616	Utilities - Century Link	07/06/2016	37.63	.00	616
070616	Meal C25 SRO trng, Cheyenne	07/06/2016	12.07	.00	616
070616	Meal C25 SRO trng, Cheyenne	07/06/2016	30.50	.00	616
070616	Meal C25 SRO trng, Cheyenne	07/06/2016	13.62	.00	616
070616	Meal C25 SRO trng, Cheyenne	07/06/2016	9.46	.00	616
070616	Meal C25 SRO trng, Cheyenne	07/06/2016	9.74	.00	616
070616	Meal C25 SRO trng, Cheyenne	07/06/2016	5.18	.00	616
070616	Lodging C25 SRO trng, Cheyenne	07/06/2016	249.00	.00	616
070616	Fuel C25 SRO trng, Cheyenne	07/06/2016	37.29	.00	616
070616	Fuel C25 SRO trng, Cheyenne	07/06/2016	24.81	.00	616
070616	Car wash - C25	07/06/2016	9.00	.00	616
070616	Uniform allowance - C05	07/06/2016	8.10	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Car wash - C05	07/06/2016	9.00	.00	616
070616	Car wash - C05	07/06/2016	9.00	.00	616
070616	Car wash - C06	07/06/2016	9.00	.00	616
070616	Car wash - C06	07/06/2016	9.00	.00	616
070616	Uniform allowance - C23	07/06/2016	211.67	.00	616
070616	Car wash - C23	07/06/2016	9.00	.00	616
070616	Computer Equipment	07/06/2016	257.95	.00	616
070616	Computer Equipment	07/06/2016	136.00	.00	616
070616	Computer Equipment	07/06/2016	404.43	.00	616
070616	scanners (2)	07/06/2016	828.00	.00	616
070616	Computer Equipment	07/06/2016	159.98	.00	616
070616	car wash - C21	07/06/2016	9.00	.00	616
070616	Feline euthanasia	07/06/2016	55.00	.00	616
070616	Feral cat euthanasia	07/06/2016	100.00	.00	616
070616	Car wash - C11	07/06/2016	10.00	.00	616
070616	Car wash - C11	07/06/2016	6.33	.00	616
070616	Car wash - C19	07/06/2016	12.00	.00	616
070616	Car wash - C04	07/06/2016	10.00	.00	616
070616	Evidence shipping	07/06/2016	18.16	.00	616
070616	Evidence shipping	07/06/2016	9.08	.00	616
070616	Evidence shipping	07/06/2016	9.08	.00	616
070616	Evidence shipping	07/06/2016	18.76	.00	616
070616	car wash - C16	07/06/2016	9.00	.00	616
070616	Uniform allowance - C24	07/06/2016	83.00	.00	616
070616	Uniform allowance - C24	07/06/2016	100.00	.00	616
070616	Car wash - C24	07/06/2016	7.58	.00	616
070616	Copy paper	07/06/2016	480.00	.00	616
070616	Uniform allowance - C03	07/06/2016	217.18	.00	616
070616	Uniform allowance - C03	07/06/2016	51.72	.00	616
070616	Car wash - C03	07/06/2016	9.00	.00	616
070616	Uniform allowance - C14	07/06/2016	40.08	.00	616
070616	Uniform allowance return - C14	07/06/2016	35.09-	.00	616
070616	Uniform allowance - C14	07/06/2016	193.95	.00	616
070616	Uniform allowance - C14	07/06/2016	16.60	.00	616
070616	Car wash - C14	07/06/2016	10.00	.00	616
070616	Car wash - C09	07/06/2016	11.00	.00	616
070616	Uniform allowance - C17	07/06/2016	49.99	.00	616
070616	car wash - C17	07/06/2016	9.00	.00	616
070616	Car wash - C17	07/06/2016	9.00	.00	616
070616	Car wash	07/06/2016	9.00	.00	616
070616	Car wash - C07	07/06/2016	9.00	.00	616
Total Police:			8,941.97	.00	
070616	glass for frame at city hall	07/06/2016	22.90	.00	716
070616	Utilities TCT Phone	07/06/2016	54.43	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	48.92	.00	616
070616	toilet scrubber for Nichol Mall	07/06/2016	8.49	.00	616
070616	batteries for city buildings	07/06/2016	16.44	.00	616
070616	tools for maintenance crew	07/06/2016	229.86	.00	616
070616	keys for Nichol Mall	07/06/2016	5.96	.00	616
070616	wall repair goo at rec center	07/06/2016	8.48	.00	616
070616	creamer for Auditorium	07/06/2016	49.16	.00	616
070616	sweepers for city buildings	07/06/2016	90.30	.00	616
070616	for chamber swamp cooler repair	07/06/2016	60.79	.00	616
070616	training on rec center computer	07/06/2016	575.00	.00	616
070616	uniforms	07/06/2016	278.72	.00	616
070616	bags for ice at aud	07/06/2016	97.22	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	cleaning supplies	07/06/2016	2,125.55	.00	616
070616	cleaning supplies	07/06/2016	1,127.90	.00	616
070616	snow melt	07/06/2016	880.00	.00	616
070616	building repairs rec center boiler	07/06/2016	6,796.09	.00	616
070616	rugs and towels for rec center	07/06/2016	29.00	.00	616
070616	rugs at Aud	07/06/2016	112.81	.00	616
070616	rugs at city hall	07/06/2016	35.26	.00	616
070616	rugs for Aud	07/06/2016	112.81	.00	616
070616	rugs for city hall	07/06/2016	70.52	.00	616
070616	pest control at aud	07/06/2016	76.07	.00	616
070616	pest control at aud	07/06/2016	76.07	.00	616
070616	pest control at city hall	07/06/2016	54.34	.00	616
070616	pest control at city hall	07/06/2016	54.34	.00	616
070616	pest control at rec center	07/06/2016	236.96	.00	616
070616	pest control at Rec center	07/06/2016	236.96	.00	616
070616	nuts and bolts for rec center	07/06/2016	10.58	.00	616
Total Public Facilities:			13,581.93	.00	
070616	Race Supplies	07/06/2016	103.77	.00	716
070616	Rec program supplies	07/06/2016	291.45	.00	716
070616	Rec program supplies	07/06/2016	59.92	.00	716
070616	Rec program supplies	07/06/2016	117.94	.00	716
070616	Random Drug Testing Program	07/06/2016	4.50	.00	616
070616	Utilities TCT Phone	07/06/2016	626.53	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	112.33	.00	616
070616	Advertising	07/06/2016	940.00	.00	616
070616	Advertising	07/06/2016	1,510.00	.00	616
070616	Program supplies	07/06/2016	39.88	.00	616
070616	Program supplies	07/06/2016	73.90	.00	616
070616	Event fees	07/06/2016	105.00	.00	616
070616	Mini golf carpet replacement	07/06/2016	4,420.97	.00	616
070616	Program supplies and Anniversary food	07/06/2016	5.88	.00	616
070616	Program supplies	07/06/2016	4.99	.00	616
070616	Program supplies	07/06/2016	316.79	.00	616
070616	Program supplies and Anniversary food	07/06/2016	84.15	.00	616
070616	rugs and towels for rec center	07/06/2016	97.50	.00	616
070616	Miniature golf	07/06/2016	2,099.30	.00	616
070616	Miniature golf	07/06/2016	3,227.60	.00	616
070616	coffee for parks and rec	07/06/2016	195.87	.00	616
070616	Program supplies	07/06/2016	17.44	.00	616
070616	Program supplies	07/06/2016	20.22	.00	616
070616	Program supplies	07/06/2016	192.00	.00	616
070616	Advertising concerts	07/06/2016	1,516.00	.00	616
070616	Education and Training	07/06/2016	714.43	.00	616
070616	Equipment repairs	07/06/2016	331.48	.00	616
070616	Race supplies	07/06/2016	60.31	.00	616
070616	Fit equipment	07/06/2016	1,499.75	.00	616
070616	Repairs-mini golf	07/06/2016	7.98	.00	616
070616	Office supplies	07/06/2016	8.47	.00	616
070616	Repairs - Mini Golf	07/06/2016	11.48	.00	616
070616	Supplies - mini golf	07/06/2016	5.98	.00	616
070616	Concessions Mini Golf	07/06/2016	24.00	.00	616
070616	Fitness equipment	07/06/2016	16,234.60	.00	616
070616	Office supplies	07/06/2016	99.99	.00	616
070616	Office supplies	07/06/2016	257.99	.00	616
070616	Office supplies	07/06/2016	99.99	.00	616
070616	Office supplies	07/06/2016	480.00	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Office supplies	07/06/2016	423.92	.00	616
070616	Office supplies	07/06/2016	364.47	.00	616
070616	Race Supplies	07/06/2016	158.47	.00	616
070616	Utilities- Charter	07/06/2016	240.68	.00	616
070616	Advertising- Radio	07/06/2016	400.00	.00	616
070616	Mini Golf repairs	07/06/2016	114.96	.00	616
070616	Concessions - Mini Golf	07/06/2016	61.95	.00	616
Total Recreation:			37,784.83	.00	
070616	can liners	07/06/2016	32.59	.00	716
070616	propane	07/06/2016	18.90	.00	716
070616	propane	07/06/2016	16.50	.00	716
070616	Coffee	07/06/2016	10.68	.00	716
070616	random and pre-employment testing	07/06/2016	30.00	.00	616
070616	Random Drug Testing Program	07/06/2016	40.50	.00	616
070616	Utilities TCT Phone	07/06/2016	84.79	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	25.32	.00	616
070616	C01 and C05 lever arms	07/06/2016	94.10	.00	616
070616	bobcat filters G06	07/06/2016	50.23	.00	616
070616	Hanger strap	07/06/2016	2.29	.00	616
070616	nuts and bolts	07/06/2016	16.99	.00	616
070616	Degreasing sprayer	07/06/2016	80.54	.00	616
070616	safety glasses	07/06/2016	86.90	.00	616
070616	nuts and bolts for bobcat	07/06/2016	3.71	.00	616
070616	steering knob	07/06/2016	9.84	.00	616
070616	propane	07/06/2016	13.80	.00	616
070616	propane	07/06/2016	19.50	.00	616
070616	propane	07/06/2016	22.80	.00	616
070616	propane	07/06/2016	23.40	.00	616
070616	propane	07/06/2016	17.47	.00	616
070616	propane	07/06/2016	15.90	.00	616
070616	grease	07/06/2016	9.96	.00	616
070616	unknown - No receipt	07/06/2016	9.24	.00	616
070616	cleaning rags	07/06/2016	97.15	.00	616
Total Solid Waste:			833.10	.00	
070616	Parade supplies	07/06/2016	202.21	.00	716
070616	Random Drug Testing Program	07/06/2016	40.50	.00	616
070616	Utilities TCT Phone	07/06/2016	200.09	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	101.28	.00	616
070616	Disputed charge	07/06/2016	36.86	.00	616
070616	Duct tape	07/06/2016	14.98	.00	616
070616	locating paint	07/06/2016	37.74	.00	616
070616	marking paint	07/06/2016	31.07	.00	616
070616	supplies	07/06/2016	25.71	.00	616
070616	ear plugs	07/06/2016	37.10	.00	616
070616	Returned marking paint	07/06/2016	31.07-	.00	616
070616	AC service	07/06/2016	190.00	.00	616
070616	beacon hill signs	07/06/2016	122.84	.00	616
070616	Pest control	07/06/2016	76.07	.00	616
070616	Chamber painting supplies	07/06/2016	32.57	.00	616
070616	sign nuts and bolts	07/06/2016	36.99	.00	616
070616	Painting tip	07/06/2016	19.79	.00	616
Total Streets:			1,174.73	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
070616	Random Drug Testing Program	07/06/2016	9.00	.00	616
070616	Utilities TCT Phone	07/06/2016	51.54	.00	616
070616	Cummins training	07/06/2016	395.00	.00	616
070616	custom delivery part for C03	07/06/2016	22.77	.00	616
070616	Cap screws	07/06/2016	4.06	.00	616
070616	B03 diagnostics	07/06/2016	80.56	.00	616
070616	B03 purge valve	07/06/2016	49.19	.00	616
070616	D13 box hose fittings	07/06/2016	7.89	.00	616
070616	repair parts and shop supplies	07/06/2016	83.11	.00	616
070616	supplies	07/06/2016	9.17	.00	616
070616	repair parts and shop supplies	07/06/2016	195.09	.00	616
Total Vehicle Maintenance:			907.38	.00	
070616	bioscrub stirrer	07/06/2016	12.99	.00	716
070616	Battery	07/06/2016	23.98	.00	716
070616	marking paint	07/06/2016	50.88	.00	716
070616	Random Drug Testing Program	07/06/2016	13.50	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	75.96	.00	616
070616	DVD's for recording sewer cam	07/06/2016	19.99	.00	616
070616	zip ties for mark and stirrer for bioscrub	07/06/2016	6.49	.00	616
070616	Lab supplies	07/06/2016	572.69	.00	616
Total Wastewater:			776.48	.00	
070616	supplies	07/06/2016	7.20	.00	716
070616	Gasket material	07/06/2016	61.46	.00	716
070616	random and pre-employment testing	07/06/2016	60.00	.00	616
070616	Random Drug Testing Program	07/06/2016	22.50	.00	616
070616	Utilities TCT Phone	07/06/2016	30.32	.00	616
070616	Utilities - Verizon - Cell Phones	07/06/2016	103.55	.00	616
070616	B38 alingment	07/06/2016	84.45	.00	616
070616	G05 backhoe hyd tube	07/06/2016	158.72	.00	616
070616	Service call	07/06/2016	157.12	.00	616
070616	earplugs and CO2	07/06/2016	104.76	.00	616
070616	cleaning rags	07/06/2016	12.99	.00	616
070616	CO2 for freezes	07/06/2016	41.67	.00	616
070616	Couplings for raw water repair	07/06/2016	17.77	.00	616
070616	fittings for RW repair	07/06/2016	8.79	.00	616
070616	Sod for BBCOW RW re-route	07/06/2016	138.50	.00	616
070616	Water sample shipping	07/06/2016	47.23	.00	616
070616	Water meters and I-trons	07/06/2016	17,720.35	.00	616
070616	Paint for fence on Salsbury	07/06/2016	4.49	.00	616
070616	fittings for RW repair	07/06/2016	7.16	.00	616
070616	fittings for RW repair	07/06/2016	79.44	.00	616
070616	Salsbury fence welding	07/06/2016	10.44	.00	616
070616	Raw water PRV	07/06/2016	11.99	.00	616
070616	Raw water repairs	07/06/2016	3.32	.00	616
070616	valve boxes and pipe cement	07/06/2016	60.02	.00	616
070616	Glade Ct rw repair	07/06/2016	18.27	.00	616
070616	Repair fittings	07/06/2016	121.19	.00	616
070616	zip ties for mark and stirrer for bioscrub	07/06/2016	11.98	.00	616
070616	Water sample shipping	07/06/2016	47.23	.00	616
070616	Pest control	07/06/2016	50.00	.00	616
070616	Pest control	07/06/2016	54.34	.00	616
Total Water:			19,257.25	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 129981:			146,238.07	.00	
<b>UNUM LIFE INSURANCE - LIFE</b>					
<b>127935</b>					
063016	UNUM Life Insurance Premium	07/06/2016	1,628.22	1,628.22	716
Total :			1,628.22	1,628.22	
Total 127935:			1,628.22	1,628.22	
<b>VAN DUSEN, LISA</b>					
<b>130637</b>					
063016	REIMBURSE FOR MILEAGE	06/30/2016	39.52	.00	616
Total :			39.52	.00	
Total 130637:			39.52	.00	
<b>VERMONT SYSTEMS</b>					
<b>12300</b>					
51007	REC TRAC SUPPORT	06/01/2016	1,864.32	.00	716
51007	REC TRAC SUPPORT	06/01/2016	1,864.32	.00	716
51007	REC TRAC SUPPORT	06/01/2016	3,961.68	.00	716
51007	REC TRAC SUPPORT	06/01/2016	3,961.68	.00	716
51117	REC TRAC SOFTWARE TRAINING	05/31/2016	5,862.53	.00	616
Total :			17,514.53	.00	
Total 12300:			17,514.53	.00	
<b>WAL MART STORES</b>					
<b>128928</b>					
070616	RESTITUTION FROM RAYNA RODRIGUEZ MC-1604	07/06/2016	18.94	.00	716
Total :			18.94	.00	
Total 128928:			18.94	.00	
<b>WAMCAT TREASURER</b>					
<b>129087</b>					
070816	WAMCAT DUES	07/08/2016	130.00	.00	716
Total :			130.00	.00	
Total 129087:			130.00	.00	
<b>WAYNE'S BOOT SHOP</b>					
<b>10430</b>					
0202	BOOTS - DEAN STEPPE	06/01/2016	150.00	.00	616
Total :			150.00	.00	
Total 10430:			150.00	.00	
<b>WESTERN PATHOLOGY CONSULTING, INC</b>					
<b>10570</b>					
CP1923	RANDOM TESTING	06/30/2016	81.00	.00	616
CP1923	RANDOM TESTING	06/30/2016	36.00	.00	616

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
CP1923	RANDOM TESTING	06/30/2016	40.50	.00	616
CP1923	RANDOM TESTING	06/30/2016	9.00	.00	616
CP1923	RANDOM TESTING	06/30/2016	40.50	.00	616
CP1923	RANDOM TESTING	06/30/2016	22.50	.00	616
CP1923	RANDOM TESTING	06/30/2016	13.50	.00	616
CP1923	RANDOM TESTING	06/30/2016	4.50	.00	616
Total :			247.50	.00	
Total 10570:			247.50	.00	
<b>WESTERN UNITED ELECTRIC SUPPLY</b>					
<b>10605</b>					
4082559	Vault, 1 phase transf	06/30/2016	638.97	.00	616
4082559	Cabinet, sectionalizing, 1 ph 200 amp	06/30/2016	259.48	.00	616
Total :			898.45	.00	
Total 10605:			898.45	.00	
<b>WILLIAMS, BRYAN</b>					
<b>130911</b>					
070616	RESTITUTION FROM STACY HORTON MC-1603-014	07/06/2016	150.00	.00	716
Total :			150.00	.00	
Total 130911:			150.00	.00	
<b>WORTHAM, RAYNA</b>					
<b>123742</b>					
062716	PAYROLL DEDUCTION REIMBURSEMENT	06/27/2016	46.17	.00	616
Total :			46.17	.00	
Total 123742:			46.17	.00	
<b>WYDOT-FINANCIAL SERVICES</b>					
<b>130279</b>					
070116	LICENCE PLATE RENEWALS	07/01/2016	5.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	135.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	115.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	10.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	20.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	15.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	125.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	10.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	65.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	50.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	25.00	.00	716
070116	LICENCE PLATE RENEWALS	07/01/2016	85.00	.00	716
Total :			660.00	.00	
Total 130279:			660.00	.00	
<b>WYOMING ASSOCIATION OF MUNICIPALITIES</b>					
<b>10770</b>					
15043	WAM DUES	07/01/2016	12,243.24	.00	716

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			12,243.24	.00	
Total 10770:			12,243.24	.00	
<b>WYOMING DEPARTMENT OF HEALTH</b>					
<b>10930</b>					
I0005645	WATER SAMPLE TESTING	07/01/2016	240.00	.00	616
Total :			240.00	.00	
Total 10930:			240.00	.00	
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>					
<b>10670</b>					
063016	VOLUNTEERS PD	07/06/2016	9.40	9.40	716
063016	VOLUNTEERS REC	07/06/2016	23.49	23.49	716
063016	CONTRIBUTIONS	07/06/2016	11,025.04	11,025.04	716
Total :			11,057.93	11,057.93	
Total 10670:			11,057.93	11,057.93	
<b>WYOMING MUNICIPAL POWER AGENCY</b>					
<b>10920</b>					
063016	POWER PURCHASE - JUNE 2016	06/30/2016	783,660.02	.00	616
Total :			783,660.02	.00	
Total 10920:			783,660.02	.00	
<b>WYOMING RETIREMENT SYSTEM</b>					
<b>10950</b>					
127920-2	CONTRIBUTIONS -	07/06/2016	105,906.86	105,906.86	716
Total :			105,906.86	105,906.86	
Total 10950:			105,906.86	105,906.86	
<b>YELLOWSTONE REGIONAL AIRPORT</b>					
<b>11150</b>					
070116	AIRPORT FUNDING	07/01/2016	16,114.50	.00	716
Total :			16,114.50	.00	
Total 11150:			16,114.50	.00	
Grand Totals:			1,737,295.75	121,231.90	
		Payroll 07/13/16	272,709.25		
		Total	2,010,005.00		

MEETING DATE: JULY 19, 2016  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES

PREPARED BY: DOYLE STOUT  
PRESENTED BY: RICK MANCHESTER

## **2016 Triathlon Insurance Request**

### **ACTION TO BE TAKEN:**

Requesting City Council to approve the purchase of a one day certificate of liability insurance for the annual Summer Triathlon on September 10, 2016, naming the Bureau of Land Management (BLM) as additionally insured.

### **SUMMARY OF INFORMATION:**

Cody Parks & Recreation staff would like to host a bike event on the newly constructed bike trails adjacent to Beck Lake Park. The BLM requires that all Special Recreation Permit holders add the BLM as additionally insured on their liability policy. The City's current liability policy does not allow us to add any entities as additionally insured, therefore, we are seeking a single-day, special event policy that we can add the BLM to. Though quotes are not firm, the estimated cost would be a minimum of \$250.00 up to \$500.00. The purchase of this policy would be with funds from the SRD grant to the City for recreation program expenses. Typically, the Recreation Division does not spend all of the grant funds available annually and anticipate, based on previous years, there would be up to \$500 in these program grant funds to cover this cost.

### **FISCAL IMPACT**

The liability insurance fees for the BLM will be taken out of the SRD recreation program expenses GL line item.

### **ALTERNATIVES**

1. Approve
2. Approve with a new course
3. Deny the request

### **ATTACHMENTS**

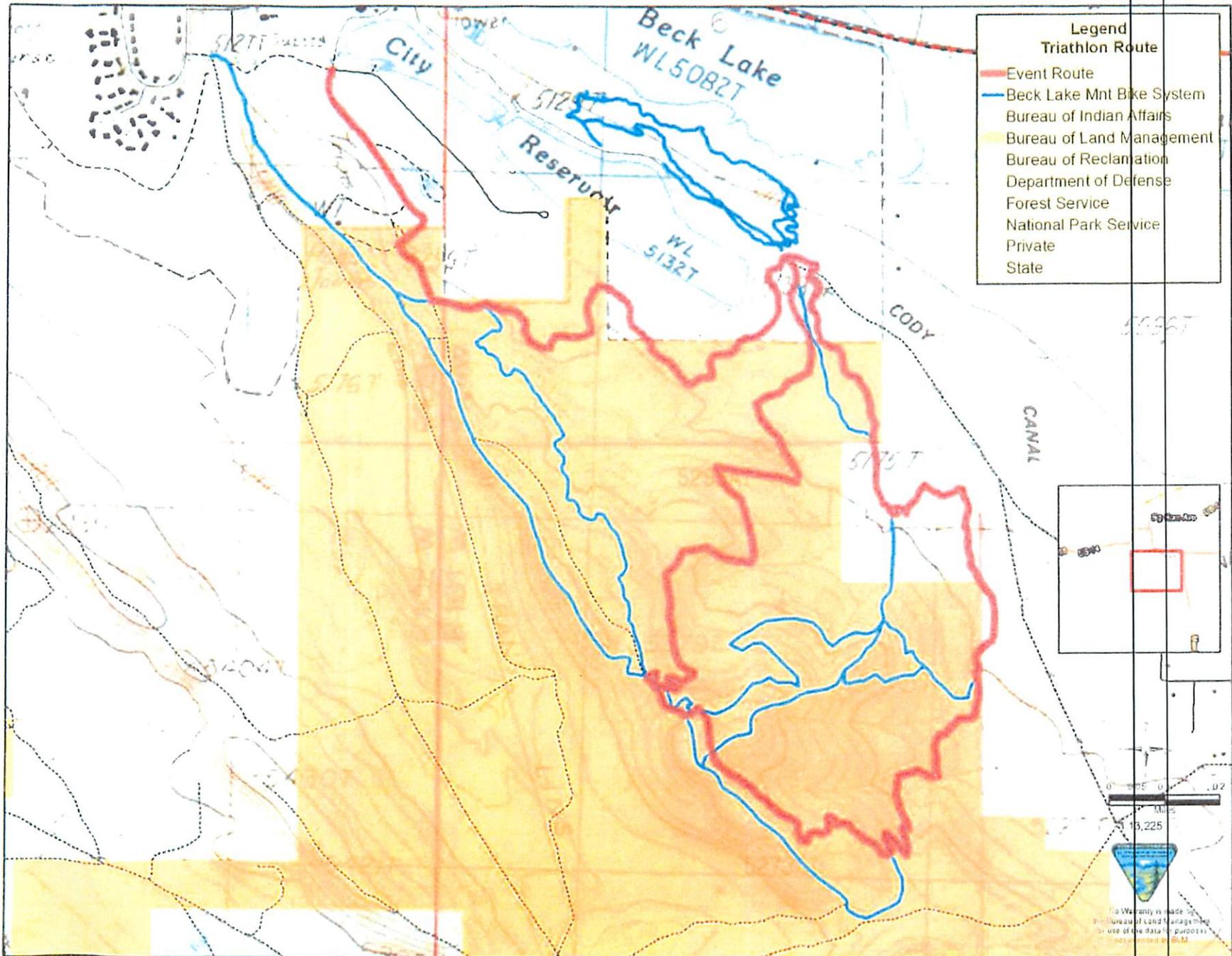
Map showing bike trails

### **AGENDA & SUMMARY REPORT TO:**

Kelly Serfas Bower, Fitness Coordinator

**AGENDA ITEM NO. \_\_\_\_\_**

Doyle Stout, Recreation Supervisor  
Rick Manchester, Parks, Recreation, & Public Facilities Director



MEETING DATE: JULY 19, 2016  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## AGENDA ITEM SUMMARY REPORT

### BID AWARD – BID NO. 2016-08

#### ACTION:

Staff requests that the Mayor and Council award Bid No. 2016-08, The Cody Cupboard Project, including additive alternates 1, 2 and 3 to the apparent low and responsive bidder Heart Mountain Construction. The summation of the 2016-18 Bid Schedule with referenced alternates \$383,906.89. Please reference the attached bid tab. Staff also requests that the Council authorize the Mayor to enter into and sign a contract with Heart Mountain Construction after all contracts documents have been completed and approved.

#### SUMMARY:

On July 13, 2016, at 10 AM bids for Bid No. 2016-08, The Cody Cupboard, were opened and publicly read aloud. The City received two (2) bids from the following companies: Heart Mountain Construction and Diamond Point. The apparent low and responsive bidder was Heart Mountain Construction in the amount of \$314,450.94 for the base bid and with Alt. 1-3 the total bid was \$383,906.89.

In FY 2015-2016 the Council authorized the submittal of a grant application to the Wyoming Business Council to complete the remodel of the old Quonset Hut located off of 15<sup>th</sup>/16<sup>th</sup> Street to provide offices and facilities for The Cody Cupboard. The project entails the remodel of the Quonset Hut and Site Work.

#### FISCAL IMPACT

In the FY2015-2016 budget the Council authorized the submittal of a grant application, on behalf of Cody cupboard, to the Wyoming Business Council to remodel/renovate the Quonset hut at 602 15<sup>th</sup> Street. The total of the grant application was \$445,000 with \$375,000 being grant and \$70,000 being in-kind services from the City. On September 30, 2015 the City of Cody was formally notified of the approval of the grant application. The City entered into a professional services contract with Plan One to complete the plans and specifications. The cost of their work was for \$30K. Thus there is approximately \$345K left to complete the work as provided in the Bid.

To proceed as indicated above in the “Action item”, the council would need to authorize the use of \$38,906.89 in contingency funds.

#### ALTERNATIVES

1. Award Bid 2016 – 08 with Base Bid only \$314,450.94.
2. Award Bid 2016 – 08 with Base Bid and Alt 1, for \$318,845.44.
3. Award Bid 2016 – 08 with Base Bid and Alt 1, and 3 for \$344,395.
4. Award Bid 2016 – 08 with Base Bid and Alt 1, 2, and 3 for \$383,906.89.
5. Reject all bids and re-bid the project.

#### RECOMMENDATION

Staff recommends that the Mayor and Council award Bid No. 2016-08, The Cody Cupboard Project, including additive alternates 1, 2 and 3 to the apparent low and responsive bidder Heart Mountain Construction. The summation of the 2016-18 Bid Schedule with referenced alternates \$383,906.89. Staff also recommends that the Council authorize the Mayor to enter into and sign a contract with Heart Mountain Construction after all contracts documents have been completed and approved and authorizes the use of \$38,906 in contingency funds to complete the project.

#### AGENDA & SUMMARY REPORT TO:

Heart Mountain Construction

AGENDA ITEM NO. \_\_\_\_\_

# Cody Cupboard Bids

## 1 OPTIONS FOR CONSIDERATION

---

Yesterday we opened bids for the Cody cupboard project. In our budget for this year we have allocated \$375,000.00 for the project. This is the total amount of the Community Development Block grant we received from the Wyoming Business Council. The City has entered into a professional service contact with Plan One for \$30,000.00 to design and oversee the project. This leaves \$345,000.00 to do the actual construction on the building.

The apparent low bidder submitted a Base Bid of \$314,450.94 and 4 alternates, which we asked for, totaling \$122,743.69. This gave a Total bid of \$398,194.64.

In discussing this with Steve Payne, we feel that we should do alternates A - Site Work for \$4,394.50; alternate B-New Roof for \$39,512.00; alternate C-Front Entrance Canopy for \$25,550.39 and omit, (not do) alternate D. (see attached bid form).

If you except this recommendation, we are \$38,907.83 (say \$40,000.00) short of the amount available in the budget. Where do we get \$40,000.00? In talking to Leslie the balance in the General Fund unrestricted reserve account is \$3,301,670.00 or at 33.22% which is 10.22% above the floor set by you the Governing Body at 23%. If you agree to transfer \$40,000.00 from the General Fund unrestricted reserve account that would create a reduction of only .4% in that account.

If you, Council, do not want to add \$40,000.00 to this project and stay with the budgeted amount, we would recommend excepting the base bid and doing alternates A-Site work and alternate C- Front Entrance Canopy for a Total of \$344,395.83. Leaving a balance of only \$604.17.

I know Steve Payne is preparing the back -up for this project, but I wanted to add this memo for discussion at our pre council meeting set for 6:15 pm Tuesday night.

### Recommendation

Construction amount available	\$345,000.00
Base Bid	<u>- \$314,450.00</u>
	\$ 30,549.00
Alternate A, B, C	<u>-\$ 69,456.89</u>
<u>Short</u>	\$ 38,907.83

Barry Cook , City Administrator .

**BID PROPOSAL FORMS**  
**Bid #2016-08**  
**CITY OF CODY, WYOMING**  
**THE CODY CUPBOARD**  
**CITY OF CODY, WYOMING**



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

The undersigned Bidder agrees to provide CITY OF CODY, THE CODY CUPBOARD, free and clear of all liens of any kind, pursuant to the Specifications and invitation to bid. The bidder shall complete all items in the Bid #2016-08 The Cody Cupboard to indicate that the item being bid is exactly as specified. All (no) responses shall be explained in detail on an attached sheet. Bids will be accepted for consideration that is equal or superior to the Specifications.

Addendum Received:

Addendum Number 1 6-27-16    Addendum Number 2 7-6-16    Addendum Number 3 7-12-16

Bid Schedule	Quantity	Unit	Total Price
<b>BASE BID</b>	<b>1</b>	<b>1</b>	<b>\$ 314,450.94</b>
<b>A. ADDITIVE BID ALTERNATE No. 1 – Site Work</b>	<b>1</b>	<b>1</b>	<b>\$ 4,394.50</b>
<b>B. ADDITIVE BID ALTERNATE No. 2 – New Roof</b>	<b>1</b>	<b>1</b>	<b>\$ 39,512.00</b>
<b>C. ADDITIVE BID ALTERNATE No. 3 – Front Entrance Canopy</b>	<b>1</b>	<b>1</b>	<b>\$ 25,550.39</b>
<b>D. ADDITIVE BID ALTERNATE No. 4 – Interior High Volume Low Speed Ceiling Fans</b>	<b>1</b>	<b>1</b>	<b>\$ 14,286.80</b>
<b>TOTAL:</b>	<b>1</b>	<b>1</b>	<b>\$398,194.64</b>



July 14, 2016

Mr. Steve Payne, Director of Public Works  
City of Cody  
PO Box 2200  
Cody, Wyoming 82414

Re: The Cody Cupboard  
Renovation on New Building at 602 15<sup>th</sup> St.  
Bid Award Recommendation

Dear Mr. Payne,

On July 13<sup>th</sup>, 2016, public bids were received for the Cody Cupboard at the City Hall Council Chambers in Cody, Wyoming. Two bids were received. The lowest base bid and combination of alternates was received from Heart Mountain Construction of Powell, Wyoming.

Heart Mountain Construction's base bid amount is \$314,450.94. Although this amount is higher than our base bid estimate, it is within the available funding for this project.

Heart Mountain Construction is a commercial and resident general contractor, with experience in a variety of commercial projects in the area. Based upon our detailed review of the bid and all covered aspects of the bid documents, we are confident in the contractor's project costs submitted.

There were four Bid Alternates included in the project bid documents, for (1) the site work, (2) new membrane roof, (3) front entry canopy, and (4) high volume fans. Heart Mountain Construction's bid for the first 3 alternates, in the amount of \$69,456, would increase the amount of the construction contract, but we feel adds immensely to a successful complete project. If funding can be allocated, we recommend pursuing each of these first 3 additive alternates for the Cody Cupboard building, for a total bid price of \$383,907.83.

If you have any questions or concerns, please call me. Otherwise, congratulations on a successful bid, and we look forward to working with you and Heart Mountain Construction toward the successful completion of this project.

Sincerely,

Jerica Poulignot  
Project Manager

Attachments: Heart Mountain Construction's bid documents dated 7.13.16  
Residency backup information  
Contractor Project construction estimate dated 7.13.16

cc: Cindy Baker, Administrative Services Officer  
Annalea Avery, Assistant Administrative Services Officer  
Chuck Gilcrist, Heart Mountain Construction

**BID PROPOSAL FORMS**  
**Bid #2016-08**  
**CITY OF CODY, WYOMING**  
**THE CODY CUPBOARD**  
**CITY OF CODY, WYOMING**



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

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Addendum Received:

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<b>BASE BID</b>	<b>1</b>	<b>1</b>	<b>\$ 314,450.94</b>
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<b>C. ADDITIVE BID ALTERNATE No. 3 – Front Entrance Canopy</b>	<b>1</b>	<b>1</b>	<b>\$ 25,550.39</b>
<b>D. ADDITIVE BID ALTERNATE No. 4 – Interior High Volume Low Speed Ceiling Fans</b>	<b>1</b>	<b>1</b>	<b>\$ 14,286.80</b>
<b>TOTAL:</b>	<b>1</b>	<b>1</b>	<b>\$ 398,194.64</b>

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

In accordance with the provisions of Sections 16-6-101, 16-6-102 and 16-6-103 Volume 3, Title 9 of the Wyoming Compiled Statutes, 1977, preference is hereby given to resident Wyoming Contractors and to materials, supplies, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside the state. Bidders claiming preference must submit evidence of WY residency as defined in WY Statute Section 16-6-101.

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

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

Bid documents may be obtained from:

Plan One/Architects  
1001 12<sup>th</sup> Street  
Cody, Wyoming 82414  
307.587.8646

Bids are to be sealed and addressed to the City of Cody, 1338 Rumsey Avenue, P.O. Box 2200, Cody, Wyoming 82414 and shall be marked "**Bid # 2016-08 CITY OF CODY, THE CODY CUPBOARD**" on the outside of the envelope.

The sealed bids must be returned to the City of Cody no later than **Wednesday, July 13, 2016 at 10:00 A.M.** The bid opening will be held at that time at Cody City Hall. The City of Cody will take no responsibility for delivery of bids through the mail. The City reserves the right to reject any and/or all bids and further reserves the right to waive any informalities if deemed in the best interest of the City.

**July 13, 2016**

Date



Signature

**Rodney L. Anderson**

Typed or Printed Name

**Heart Mountain Construction, LLC.**

Company

**P.O. Box 203**

Mailing Address

**Powell, WY 82435**

City, State and Zip

**rod@heartmountainconstruction.com**

E-mail Address

**CITY OF CODY, THE CODY CUPBOARD  
Bid #2016-08**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Heart Mountain Construction, LLC  
P.O. Box 203  
Powell, WY 82435

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
475 North Martingale Road, Suite 850  
Schaumburg, IL 60173

### Mailing Address for Notices

475 North Martingale Road  
Schaumburg, IL 60173

### OWNER:

(Name, legal status and address)

City of Cody  
PO Box 2200  
Cody, WY 82414

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

The Cody Cupboard Bid No.:2016-08, 602 15th Street, Cody, Wyoming

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of July, 2016.

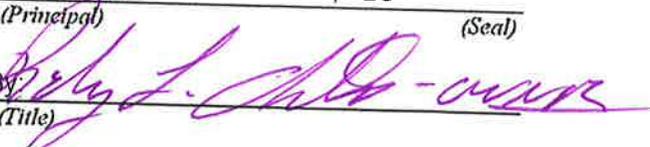


(Witness)

Heart Mountain Construction, LLC

(Principal)

(Seal)

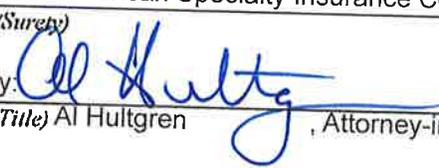
By: 

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By: 

(Title) Al Hultgren

, Attorney-in-Fact





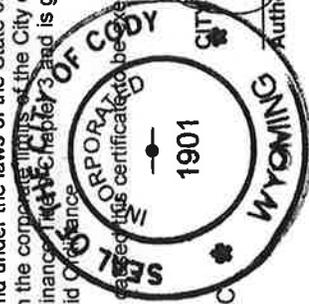
# CITY OF CODY, WYOMING

## Contractor License

Number: 1444  
CLASS A CAT 1A  
GENERAL CONTRACTING

KNOW ALL MEN BY THESE PRESENTS, that, pursuant to and under the laws of the State of Wyoming and the Ordinances of the City of Cody, Wyoming this license is granted to conduct and operate within the corporate limits of the City of Cody, Wyoming. This license is granted under and especially subject to the provisions and conditions of Ordinance Chapter 3 and is good until the date stated below unless previously revoked or suspended in accordance with the provisions of said Ordinance.

IN WITNESS WHEREOF the Council of the City of Cody has caused this certificate to be executed and sealed on this date of 06/27/2016



Issued To: HEART MOUNTAIN CONSTRUCTION, LLC  
14 JIM BRIDGER TRAIL  
POWELL WY 82435

*[Handwritten Signature]*  
CITY OF CODY, WYOMING  
Authorized Signature

Valid Through: 12/31/2016



# STATE OF WYOMING CERTIFICATE OF RESIDENCY STATUS



NO. 0024

THIS CERTIFIES THAT: HEART MTN. CONSTRUCTION

HAS BEEN GRANTED RESIDENCY STATUS PURSUANT TO WYOMING  
STATUTE 16-6-101, AS AMENDED. FIVE PERCENT PREFERENCE SHALL  
BE ALLOWED WHEN BIDDING ON ANY PUBLIC WORKS CONTRACT FOR  
A PERIOD OF ONE (1) YEAR FROM THE DATE CERTIFICATION IS GRANTED.

GRANTED THIS 2nd DAY OF January TWO THOUSAND AND 16

CHERIE DOAK, DEPUTY ADMINISTRATOR

EXPIRATION DATE: 1/1/17

RESUBMIT THIS DOCUMENT FOR RENEWAL PRIOR TO EXPIRATION DATE TO:  
LABOR STANDARDS, 1510 E. PERSHING, WEST WING, ROOM 150, CHEYENNE, WY 82002.

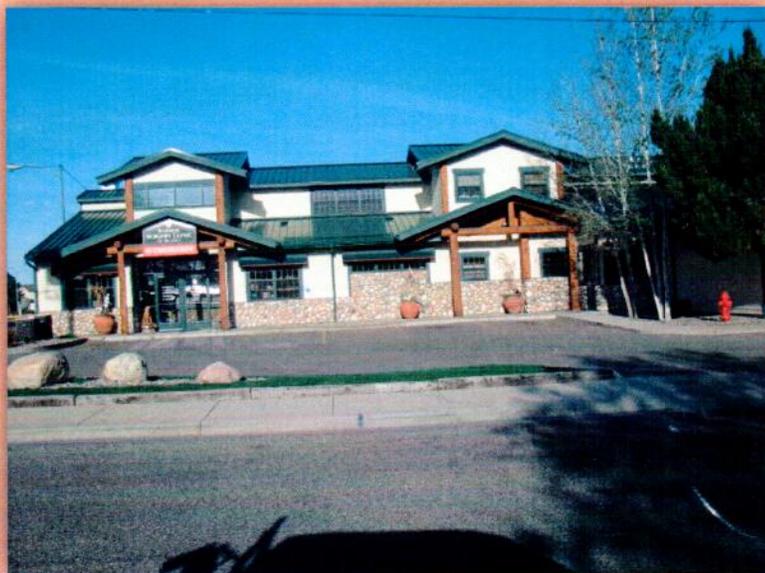


ANIMAL SURGERY CLINIC

BILLINGS, MT

COST: \$2.3 MILLION

DURATION: 5 MONTHS



BIG SKY PET CLINIC

BILLINGS, MT

COST: \$2 MILLION

DURATION: 4 MONTHS



CHIPOTLE

BOZEMAN, MT

COST: \$350,000

DURATION: 10 WEEKS



ATLANTIS CASINO

BILLINGS, MT

COST: \$2.3 MILLION

DURATION: 5 MONTHS



FIRST INTERSTATE BANK

BILLINGS, MT

COST: \$850,000

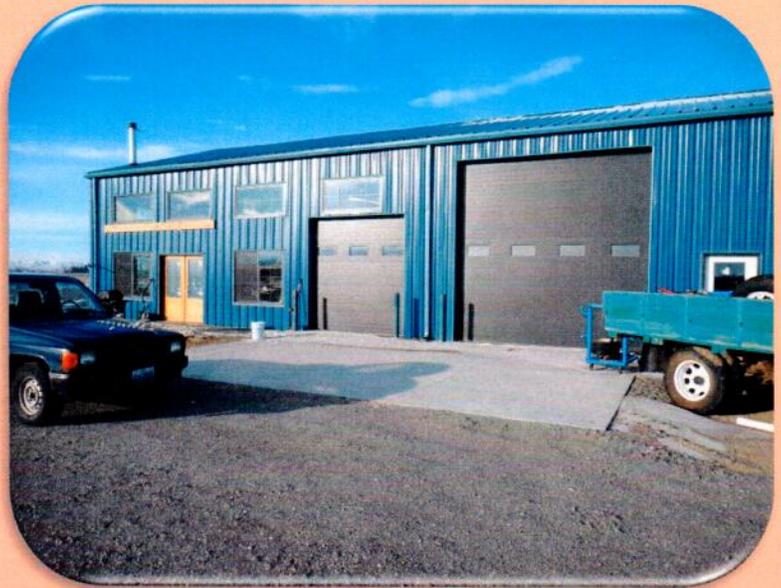
DURATION: 5 MONTHS

CHRIS IVANOFF BUILDING

POWELL, WY

COST: \$97,000

DURATION: 45 DAYS

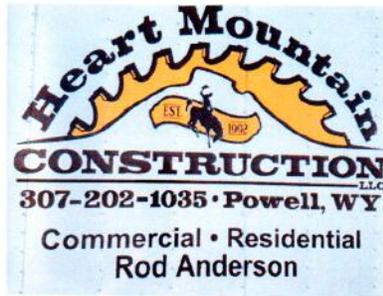


GLUTEN FREE OATS

POWELL, WY

COST: \$1.3 MILLION

DURATION: 9 MONTHS  
(INCLUDES WINTER SHUTDOWN)



Heart Mountain Construction, LLC  
 14 Jim Bridger Trail  
 P.O. Box 203  
 Powell, WY 82435  
 Office 307-754-2322 Cell 307-202-1035  
[rod@heartmountainconstruction.com](mailto:rod@heartmountainconstruction.com)

Heart Mountain Construction, LLC has been in business since 1992 (24 Years)

Job history for Charles (Chuck) Gilcrist, as a Superintendent for Langlas Associates. Chuck is now Superintendent for Heart Mountain Construction, LLC.

<u>Job Name</u>	<u>Location</u>	<u>Time On The Job</u>	<u>Job Total</u>
Shilo Crossing	Shell	2 Months	\$1.5 Million
Shilo Crossing	Shell	2 months	\$1.5 Million
Taco Bell	Shilo Crossing	3 Months	\$1 Million
City Brew Coffee	Shilo Crossing	3 Months	\$750,000.00
McDonald's	Shilo Crossing	85 Days	\$1.5 Million
Shilo Crossing	Shell	2 Months	\$1.5 Million
Shilo Crossing	Shell	2 Months	\$1.5 Million
Granite Health & Fitness		6 Months	\$5.4 Million
Harnish Fishing Lodge		6 Months	\$3.2 Million
Corning House		6 Months	\$1.8 Million
City Brew Coffee	N. 27 <sup>th</sup> Street	4 Months	\$2 Million
City Brew Coffee	17 <sup>th</sup> & Grand	4 Months	\$2.5 Million
Straw Hat Pizza	Shilo Crossing	4 Months	\$1.3 Million
Chipotle Blgs Tenant Finish		10 Weeks	\$350,000.00
Chipotle	Bozeman	10 Weeks	\$350,000.00
Pizza Hut	S. 27 <sup>th</sup> Street	2 Months	\$2 Million
Harden High School (North side Addition & Remodel)		9 Months	\$9 Million
Atlantis Casino	Grand Ave	5 Months	\$2.3 Million
Candy Town-- Tenant Finish		2 Months	\$250,000.00

<u>Job Name</u>	<u>Location</u>	<u>Time On The Job</u>	<u>Job Total</u>
Hunnington Learning Center		2 Months	\$175,000.00
Subway-- Height Walmart		1 Month	\$175,000.00
Brown Vet Clinic		5 Months	\$2.3 Million
Big Sky Vet Clinic		4 Months	\$2 Million
Marathon Oil Offices (and Dickinson New Town)		4 Months	\$4.5 Million

Numerous \$1 Million Homes

Small Tenant Finishes

17 years with Langlas

13 years as Superintendent

Job duties include: Scheduling, ordering, and overseeing projects on-site.

Heart Mountain Construction, LLC's Projects

Owner & Address	Phone #	Project Name Description of Work	Date Completed	Contract Amount
Park County Implement 1025 W. Coulter Powell, WY 82435	307-754-5123	Addition	08/01/12	
Wyoming Department of Transportation (WDOT) 5300 Bishop Blvd. Cheyenne, WY	(307) 777-4850	Russell Creek-- Sand/Salt Building	09/24/12	
Summit, ESP 260 S. Panther Blvd. Powell, WY 82435	(307) 754-6346	Office Buildings	10/10/12	
Aldrich's Lumber Billings, MT	(406) 259-4473	40' X 110' Building	12/27/12	
Treasure Valley Seed 313 S. Fair St. Powell, WY 82435	(307) 754-3121	Various Projects	03/21/13	\$7,000.00
Bob Blevins 853 Riverside Ave Powell, WY 82435		Front Porch	06/30/13	
Powell Recreation Dist. 503 Homesteader Ct. Powell, WY 82435	(307) 754-9417	Garage Addition	07/01/13	\$79,000.00
Denny Farms Clark, WY		Grain Bins	08/30/13	\$81,000.00
Summit, ESP 260 S. Panther Blvd. Powell, WY 82435	(307) 754-6346	North Dakota Office and Living Quarters	07/28/14	\$479,000.00
Nick McMillan 511 Hwy 114 Powell, WY 82435	(307) 899-5555	Steel Buildings	04/15/15	\$75,000.00
Chris Ivanhoff Lane 8 Powell, WY 82435	(307) 899-1406	40' X 80' X 16' Steel Building	10/13/15	\$80,000.00
City of Powell (Project Address) 1030 E Washington St. Powell, WY 82435	(307) 764-3726	GFO Inc Phase 2 Gluten Free Oats, Inc. 90' X 150' Warehouse- Office Building	03/24/16	\$1,002,712.22
Brandt's Mini Storage 1191 Road 9 Powell, WY 82435	(307) 754-2571	Storage Buildings	04/28/16	\$103,000.00
City of Powell N. Clark St. 270 Powell, WY 82435	(307) 754-5106	Municipal Building Handicap Ramp	05/26/16	\$42,886.05

Sub Sheet

<b>Project: City of Cody "The Cody Cupboard"</b>	<b>Estimator:</b> Chuck
<b>Location: 602 15<sup>th</sup> Street</b>	<b>Architect:</b> Plan One Architects
	<b>Project Size:</b>
<b>Date: 7-13-16 10:00 A.M.</b>	<b>Sheet Name:</b> Sub Sheet

Checked By: Extensions Checked By:

Division	Sub-Contractor	Total Bid Amount
1- General	Heart Mountain Construction, LLC	\$132,765.00
2- Site Work	EA (Testing)	\$883.30
3- Concrete	Heart Mountain Construction, LLC	\$4,125.00
3- Concrete (Flooring)	Rollinger Company	\$7,822.10
4- Masonry	Claudson Masonry	\$6,050.00
5- Metals	Production Machine	\$1,771.00
6- Woods & Plastics	Woodwise Cabinets	\$3,657.48
7- Thermal & Moisture	CC Insulation/Brdgrsteel	\$38,019.34
8- Doors & Windows	Doorways of Wyoming	\$7,175.30
8- Doors & Windows	Absaroka Door	\$28,286.50
9- Finishes	Northwest Floors	\$2,359.50
10- Specialties	Sylvan Site Services	\$1,816.10
12- Furnishings	Budget Blinds	\$1,181.40
22&23- Plumbing & Mechanical	Rawhide Mechanical	\$51,761.60
26- Electrical	Yellowstone Electric	\$26,777.32
<b>Base Bid Total</b>		<b>\$314,450.94</b>
Alternate #1 (Sitework)	Quality Asphalt, Inc.	\$4,394.50
Alternate #2 (Roof)	Redd Roofing Company	\$39,512.00
Alternate #3 (Canopy)	PM, Midwest Fence	\$25,550.39
Alternate #4 (Ceiling Fans)	Rawhide / Yellowstone	\$14,286.80
<b>Alternate 1-4 Totals</b>		<b>\$83,743.69</b>
<b>Base &amp; Alternate 1-4 Totals</b>		<b>\$398,194.63</b>

MEETING DATE:	JULY 19, 2016
DEPARTMENT:	PUBLIC WORKS
PREPARED BY:	STEVE PAYNE
CITY ADM. APPROVAL:	_____
PRESENTED BY:	STEVE PAYNE

**AGENDA ITEM SUMMARY REPORT**  
**RESOLUTION 2016-12**  
**Beacon Hill Water Tank Grant Application to WWDC**

**ACTION:**

Authorize the Mayor to sign Resolution 2016-12 which authorizes the submittal of an application to the Wyoming Water Development Commission for a Grant to construct a 1 Million Gallon Water Storage Tank on Beacon Hill Road.

**BACKGROUND:**

In 2009, the Wyoming Water Development Commission paid to have a Level I Water Study completed for the City of Cody, The study determined that the City of Cody had inadequate treated water storage. Presently, we are undersized in terms of volumes of water available, and also we are unable to do any maintenance on our \$2 Million Gallon Tank without floating off of the Shoshone Municipal Pipeline.

As a result of the study, the Water Enterprise Account developed a five year capital improvement plan that included a 1 Million Gallon Water Storage Tank. In the FY15-16 Budget, the City Council approved a capital improvement plan that included the construction of a water tank on Beacon Hill Road in FY18-19 and FY 19-20. Prior to the construction, the project needs to be designed and bid. The Wyoming Water Development acts on grant applications a year prior to when expenses are envisioned to occur.

**Fiscal Responsibility**

The construction of the 1 Million Gallon Water Tank has been estimated to cost \$3,531,976. The grant application requests a 67% reimbursement (\$2,366,424) and 33% (\$1,165,552) to be paid for from the unrestricted reserves.

There are no costs associated with submittal of the grant application.

**ALTERNATIVES**

1. Authorize as presented

**RECOMMENDATION**

Staff recommends the Council authorizes the Mayor to sign Resolution 2016-12.

**ATTACHMENTS**

None

**AGENDA & SUMMARY REPORT TO:**

N/A

**AGENDA ITEM NO. \_\_\_\_\_**

**RESOLUTION 2016-12**

**A RESOLUTION AUTHORIZING SUBMISSION OF A FUNDING APPLICATION TO THE WYOMING WATER DEVELOPMENT COMMISSION ON BEHALF OF THE CITY OF CODY FOR THE PURPOSE OF IMPROVING THE WATER STORAGE FACILITY**

WHEREAS, the City Council for the City of Cody recognizes the need to upgrade and improve the water storage system; and

WHEREAS, the Governing Body for the City of Cody, Wyoming desires to participate in the Wyoming Water Development Commission – Level II Construction Funding Program to assist in financing this project, and;

WHEREAS, the Wyoming Water Development Commission has outlined specific requirements be met for submission of a funding application, and to the best of our knowledge those requirements have been met; and

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Cody, Wyoming, that a funding application be submitted to the Wyoming Water Development Commission for the purpose of increasing water storage in the City of Cody Furthermore, be it resolved that Mayor Nancy Tia Brown, City of Cody is hereby designated as the authorized representative to act on behalf of the City's governing body on all matters relating to this grant application.

PASSED, APPROVED AND ADOPTED this 19th day of July, 2016

---

Nancy Tia Brown, Mayor, City of Cody

ATTEST:

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Cindy Baker, Administrative Services Officer

**PROJECT APPLICATION FOR LEVEL III CONSTRUCTION FUNDING  
FOR MUNICIPAL AND RURAL DOMESTIC PROJECTS**

WYOMING WATER DEVELOPMENT COMMISSION  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002  
Telephone: (307) 777-7626 Fax: (307) 777-6819

Funding for projects is based on WWDC recommendations and is appropriated by the legislature from the Water Development Accounts. Legislative authorization is required before the WWDC can begin project work. Applications for Level III construction projects new to the Water Development Program **must** be submitted no later than **August 15<sup>th</sup>**. Applications for Level III construction projects which have undergone Level I and/or Level II reviews under the Water Development Program **must** be submitted no later than **October 1<sup>st</sup>**. It is helpful if the applications are received prior to the deadline.

In order to receive consideration for Level III construction funding, the project sponsor must be an entity of local government with taxing and/or assessment authority. Private corporations and individuals are not eligible for assistance. *Note: If you are seeking Level III funding for a project new to the Program, you must provide a feasibility study with detailed cost estimates prepared by a professional engineer registered in the State of Wyoming.*

**APPLICATION REQUIREMENTS**

- **The person signing the application must have authority to commit the entity to a binding contract.**
- **A notarized copy of a resolution supporting this application passed by the board or other governing body of the entity must be provided.**
- **If this project is for a project new to the Program, a check for the \$1,000 filing fee must accompany the application. If the application is denied, 75% of the application fee will be refunded to the applicant.**
- **A project area map (8.5" x 11" preferred) showing district boundaries, project location and features should be provided. Include any reports or other supporting information available.**
- **Written verification that the project will include a minimum of 20 taps with meters on each tap.**
- **Written verification from any municipality, county, joint powers board, irrigation district, or special district that is impacted by the project that they understand and accept those impacts.**
- **Written certification that the sponsor complies with the public water system rate requirements as set forth in W.S. 15-7-602, W.S. 16-1-108, and W.S. 41-10-113.**

**ENTITY INFORMATION**

**Municipality**

(Type of Entity – i.e.: Municipality, County, Joint Powers Water Board, Special District)

**City of Cody**

(Applicant – Name of Entity)

**P.O. Box 2200**

(P.O. Box or Street Address)

**Cody**

(City)

**Park**

(County)

**WY**

(State)

**82414**

(Zip Code)

**(307) 527-7511**

(Phone)

**Nancy Tia Brown**

(Authorized Official - Type or Print Name)

(Signature of Authorized Official)

(Date)

**Stephen W. Payne, PE**

(Contact Person – Type or Print Name)

**(307) 527-7511**

(Phone Number\*)

\*The best time to reach the contact person is from 8 to 5 o'clock on 5 days of the week.

If the application was prepared by someone other than the contact person, please provide

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**PERTINENT INFORMATION**

The purpose of this section is to gather information necessary for the development of the financing plan for the Level III construction project. Answer all questions as completely and accurately as possible. If you need help, please call the Water Development Office at 307-777-7626.

**A. REQUESTED FINANCING PLAN**

Provide the following specifics regarding the financing plan you are seeking. Contact the WWDO for questions regarding specifics relating to existing Program criteria.

1. Provide a brief statement describing the project for which you are seeking funding, including the reasons the project is needed. Describe the current situation with your water supply that will be improved by the project. (Attach additional information if you wish): This project will address storage needs for the City of Cody. The City is roughly 1.888 MG short of our storage needs as outlined in the WWDC 2009 Level I Report. The planned improvements will enable the City to address our storage shortfall, but also enable the City to complete maintenance on our current 2 MG tank.

2. Total funding request (Please attach the best available detailed cost estimate): \$3,532,035 -See attached Table 1

3. WWDC Grant (Percentage of total WWDC eligible project costs): 67% -\$2,366,463 See attached Table 1

4. WWDC Loan (Percentage of total WWDC eligible project costs): 0%

a. Interest rate (presently, the typical rate is 4%): N/A

b. Term of loan (cannot exceed economic life of project): N/A

5. If you are planning to obtain alternate loans or additional grants from other agencies to supplement your request from the WWDC, please describe your financing plans and the schedule for the acquisition of the funds: N/A

6. Total project costs not eligible for WWDC funding: All project costs are eligible

7. Please describe your financing plans and the schedule for the acquisition of the costs not eligible for WWDC funding: The remaining 33% of the project cost to be funded by the City of Cody.

**B. EXISTING WATER SUPPLY SYSTEM**

1. Description of Present Water Supply:

a. Groundwater – Number of wells: 0 Approximate Depth: \_\_\_\_\_

Primary supply aquifer or formation: \_\_\_\_\_

Approximate Yield in GPM per well: \_\_\_\_\_ Total of all wells: \_\_\_\_\_

b. Surface Water - Source Name: **Buffalo Bill Reservoir and Shoshone River**

Type of Diversion (headgate, infiltration gallery, pumps, etc.): **Intake Structure**

Approximate Yield: **Reservoir Volume 9725 Acre-Feet – 22 MGD Capacity**

c. Springs – Name of springs: N/A Approximate Yield: \_\_\_\_\_

2. Water Storage: Treated (volume and description): **There are three (3) tanks – 2,000,000 gal, 200,000 gal (both concrete and buried) and a 592,000 Steel Tank with glass liner**

Raw (volume and description): **840,000 gal Steel Tank**

3. Transmission pipeline - Approx. Distance form Source to Distribution System: **There are two connections to SMP – one at 1468’ and one at 17,826’**

Type of pipe material: **Spiral Weld/Cement Mortared** Diameter(s): **36”**  
 Age of pipeline: **18 yrs** Condition of pipeline: **Good/Excellent**

4. Treatment – None: \_\_\_\_\_ Chlorination: \_\_\_x\_\_\_ Filtration: \_\_\_x\_\_\_ Other: \_\_\_\_\_

5. Is water metered? **Yes** Do you bill by your meters? **Yes**

6. Identify unmetered usage (irrigation of parks, cemeteries, fire protection, etc.) and amount of unmetered usage: **All facilities (parks, cemeteries, etc.) are metered. We have a volunteer fire department and they utilize unmetered water when fighting an unknown amount of water annually. They will be making arrangements to meter their use of water.**

7. Do you have an independent raw water irrigation system? **Yes**

Raw water system capacity (gallons per day): **Approximately 4.7 MGD**  
 Average annual raw water usage (gallons): **Approximately 700 MG**

8. Are you under any federal (EPA) mandates to improve your system? (eg. Administrative orders, violations, actions taken): **No**

9. Does anyone in the service area haul their drinking water? **Not to our knowledge**

**C. FINANCIAL INFORMATION**

1. Service Area Information:

a. Population (2010 Census): **9,520** Current Estimate: **9,792**

b. Does the entity have a comprehensive planning boundary? **Cody Master Plan and Cody Master Water Plan**

If so, what is the estimated additional population that may be served in the future? **580 in 2029 (Cooper Lane Annexation).**

	Pre-Project	Post Project
c. Taps served within the entity boundaries?	<b><u>4658</u></b>	<b><u>4658</u></b>
d. Taps outside the entity boundaries?	<b><u>1</u></b>	<b><u>1</u></b>

e. Names of other water systems served? **Consecutive Systems Served; Juby’s Trailer Court, Fair Acres Trailer Court, Buffalo Bill Dam Visitor Center, Riversbend Mobile Home Park, Cooper Subdivision (soon to be served by City)**

f. Are there existing planning reports (municipal or county) addressing growth management in the project area? **Yes**. If so, please provide titles and how copies of the reports could be obtained: **Cody Master Water Plan – Level 1, dated September 2009. Copy of report on file at WWDC**

2. Water Usage (Potable water system only)	Pre-Project	Post Project
a. Total number of gallons produced by the water sources annually:	<b><u>439 MG</u></b>	<b><u>439 MG</u></b>
b. Gallons used <u>per capita</u> per day:		
Average Day:	<b><u>147 gpdpc</u></b>	<b><u>147 gpdpc</u></b>
Peak Day:	<b><u>309 gpdpc</u></b>	<b><u>309 gpdpc</u></b>
3. System capacity (Potable water system only):	Pre-Project	Post-Project
a. Maximum capacity of the water supply system:		
Acre feet per day:	_____	_____

Gallons per day: **11.7 MGD** **11.7 MGD**  
**b.** Increased capacity needed:  
 Acre feet per day: \_\_\_\_\_  
 Gallons per day: \_\_\_\_\_

**c.** Estimated system water losses (percentage): **12-15%** **12-15%**

**d.** Identify the water rights, existing or needed, for the project. Describe the status of these water rights ( filings, permits, adjudicated water rights): **None needed – existing water rights are already double the current average day demand.**

**e.** What is the factor (bottleneck) that is presently limiting your ability to provide water (supply, transmission, treatment, distribution, etc.): **Inadequate storage**

**f.** What will be the post-project factor (bottleneck) that is will limit your ability to provide water (supply, transmission, treatment, distribution, etc.): **There are still undersized and old distribution water supply lines, but Cody is actively addressing these with an annual maintenance plan.**

Describe water conservation efforts (tiered water rates, lawn watering restrictions, etc.): **Tiered water rights, lawn watering restrictions – water use has gone down over the last couple of years.**

**4.** Rates Pre-Project Post-Project

**a.** Tap fees:  
 Residential:  $\frac{3}{4}$ " **Hook-on and Tap fees** **See Attached** **See Attached**  
 Commercial: 1" **Hook-on and Tap fees** **See Attached** **See Attached**

**b.** Average residential monthly water bill: **See Attached Table 3** **See Attached Table 3**

**c.** Water Rates:

Pre-project rates for all tiers and categories of use: **See Attached Table 2**

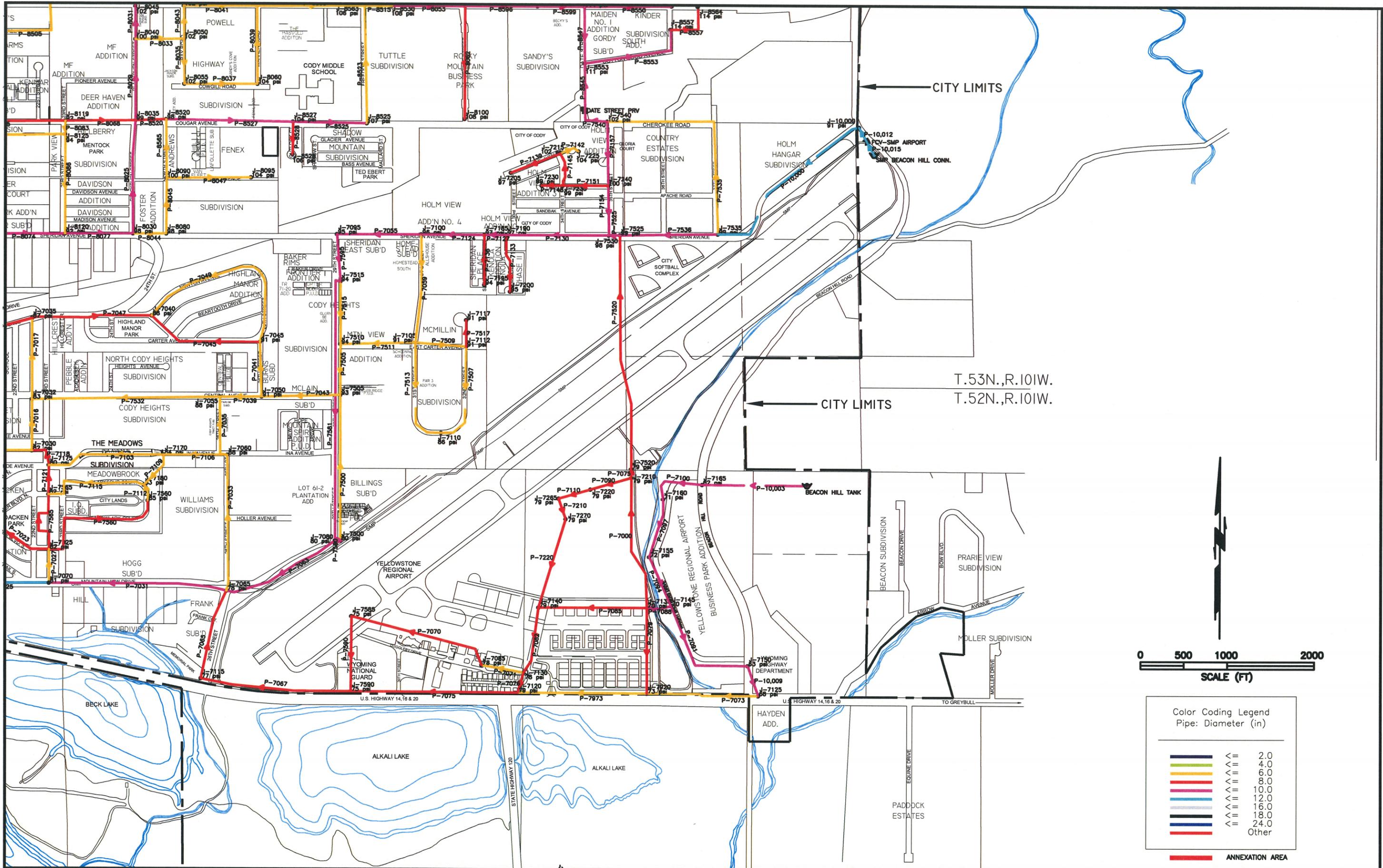
Post-project rates for all tiers and categories of use: **See Attached Table 2**

**d.** Identify any local conditions that affect your rates? (Example: flow through for frost prevention, etc.): **None**

<b>5.</b> Financial Statement	Pre-Project	Post-Project
Annual revenues generated from water sales:	<u>2,769,072</u>	<u>2,818,861</u>
Annual revenues from tap fees:	<u>26,500</u>	<u>26,500</u>
Annual revenues from other sources:	<u>407,061</u>	<u>407,061</u>
Total annual revenues:	<u>3,328,105</u>	<u>3,328,105</u>
Annual budget for operation and maintenance expenses:	<u>3,178,500</u>	<u>3,178,500</u>
Annual payments for debt retirement:	<u>0</u>	<u>0</u>
Annual payments to a repair and replacement fund:	<u>20,000</u>	<u>20,000</u>
Annual payments to an emergency fund:	<u>0</u>	<u>0</u>
Annual payments for other purposes:	<u>0</u>	<u>0</u>
Total annual payments:	<u>3,198,500</u>	<u>3,198,500</u>
Balance in repair and replacement fund:	<u>130,000</u>	<u>150,000</u>
Balance in emergency fund:	<u>3,441,241</u>	<u>2,275,670</u>
Annual cost of water quality testing:	<u>700</u>	<u>700</u>

**6.** Is the operation of the water supply system self-supporting in terms of revenues offsetting costs for operation, maintenance, debt retirement, replacement funds and emergency funds? **Yes, please see the Master Water Plan, Level 1 Report dated September, 2009.**

If not, how is the difference subsidized? N/A



Color Coding Legend  
Pipe: Diameter (in)

	<=	2.0
	<=	4.0
	<=	6.0
	<=	8.0
	<=	10.0
	<=	12.0
	<=	16.0
	<=	18.0
	<=	24.0
	<=	Other

ANNEXATION AREA

DATE	DRAWING LOG	BY	CHECKED	APPROVED	DRAWN BY: TSW
05/12/09	ORIGINAL DRAWING	TSW			JOB NO. 08085.00 FIELD BOOK NO. DRAWING NO. 2009\08085\WATERCAD

ENGINEERING ASSOCIATES - CODY, WYOMING  
CONSULTING ENGINEERS & SURVEYORS

CODY MASTER PLAN  
LEVEL 1 STUDY

EXHIBIT 5.2 - 2009 ADD  
BEACON HILL STORAGE TANK IMPROVEMENTS

## Tap Fees and Schedule of Rates

### 8-2-4: TAP FEES AND HOOKUP FEES:

- A. If to provide water service it is necessary to tap the water main, the public works director or his/her designee shall, upon proper proof of application and proper payment to administrative services, issue a utility permit for such tap. This tap shall be by three-fourths inch ( $\frac{3}{4}$ " ) or one inch (1" ) copper pipe to the curb stop or to the property line. When a larger pipe than three-fourths inch ( $\frac{3}{4}$ " ) or one inch (1" ) inside measurement is demanded, or a further distance than sixty two feet (62') from the water main is required, or double tapping of the main, the cost shall be increased by the public works director to such amount as is required to defray the actual costs of materials and installation. The cost for a three-fourths inch ( $\frac{3}{4}$ " ) tap will be one thousand dollars (\$1,000.00), plus the current rate for patching any existing pavement, curb, gutter or sidewalk; and for a one inch (1" ) tap, one thousand one hundred dollars (\$1,100.00), plus the current rate for patching any existing pavement, curb, gutter or sidewalk.
- B. Before the water service shall be hooked to a meter and any water taken, the following hookup charges shall be paid:
1. Single-family dwelling unit: Six hundred dollars (\$600.00).
  2. Multiple-family dwelling units, including apartment houses and motels: Five hundred dollars (\$500.00) each for the first two (2) units; two hundred dollars (\$200.00) for each unit over two (2), and up to and including ten (10); one hundred dollars (\$100.00) for each unit over ten (10).
  3. All others: Six hundred dollars (\$600.00).
- C. Provided, that the tap fees and hookup charges for users outside of the city limits shall be one and one-half ( $1\frac{1}{2}$ ) times the rates set forth in subsections A and B of this section and pay for any extension, if required, of the water main.

The owner of any land outside the city limits filing application to use or extend a water tap purchased prior to July 1977, shall consent to his/her property being included in any future annexation involving the same.

### 8-2-40: SCHEDULE OF RATES AND CHARGES:

The rates for metered water sold within the city limits shall be as follows:

The minimum monthly charge for each meter shall be as follows:

SMP Charge	Base Charge	Meter Size
\$ 10 .00	\$ 13 .00	$\frac{3}{4}$ inch
20 .00	26 .00	1 inch
40 .00	52 .00	1 $\frac{1}{2}$ inches

70 .00	91 .00	2 inches
160 .00	208 .00	3 inches
280 .00	364 .00	4 inches
640 .00	832 .00	6 inches

The SMP fee is the wholesale tap equivalency fee charged by the Shoshone Municipal Pipeline. The base charge is the fee assessed by the city for the operation and maintenance of the water lines. The minimum monthly fee is calculated as follows:

SMP charge + base charge + \$2.60 per thousand gallons per month.

In the event that the water meter is permanently removed and the service will no longer be usable on the property, the base fee and SMP fee may be removed from the utility account. In all other circumstances, the base fee and SMP fee will be charged on a monthly basis, regardless of usage.

A. The rate of metered water sold outside the corporate limits shall be the same as listed above, unless determined otherwise by the governing body, and shall at no time exceed one and one-half (1½) times the rates listed above.

B. The rate and regulations for unmetered water taken from a fire hydrant, the city water crane or any unmetered source shall be as follows:

1. For water taken from the city water crane, a minimum of seven dollars twenty two cents (\$7.22) for the first one thousand (1,000) gallons or less, plus seven dollars twenty two cents (\$7.22) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or any fraction thereof, per trip or load.
2. Any person desiring to take domestic city water from any other unmetered source, excepting city personnel for authorized city purposes and fire department personnel for authorized fire department purposes, shall first obtain a written permit from the public works director or his/her designee. Such permit shall fully state the name and billing address of the person or party responsible for payment of water taken, meter number for meter used, and the location of the source (hydrant) from where the water is to be taken. The fee for the use of water shall be a minimum of seven dollars twenty two cents (\$7.22) for the first one thousand (1,000) gallons or less, plus seven dollars twenty two cents (\$7.22) per one thousand (1,000) gallons for each additional one thousand (1,000) gallons, or fraction thereof, per trip or load. This fee may be adjusted to the cost of the water from SMP to the city, if the water is used for city projects or as determined by the governing body.

**Table 2**

<b>New Rate Schedule &amp; Annual Income from City Treated Water sales</b>										
<b>Monthly Rate Charges</b>					<b>Ave Water Use Per Month</b>	<b>Income from SMP Base Rate</b>	<b>Income from Cody Base Rate</b>	<b>Income from Water Sales</b>	<b>Annual Treated Water Income</b>	
<b>Tap Size</b>	<b>City EDU</b>	<b>SMP Base Rate</b>	<b>Cody Base Rate</b>	<b>No. of Taps</b>						
3/4	1.00	\$10	\$13	4440	4.9	\$44,400	\$57,720	\$47,784	\$1,798,847.00	
1	2.00	\$20	\$26	142	4.9	\$2,840	\$3,692	\$7,900	\$173,185.00	
1.5	4.00	\$40	\$52	60	102.6	\$2,400	\$3,120	\$6,274	\$141,526.00	
2	7.00	\$70	\$91	60	102.6	\$4,200	\$5,460	\$12,428	\$265,051.00	
3	16.00	\$160	\$208	23	102.6	\$3,680	\$4,784	\$8,114	\$198,938.00	
4	28.00	\$280	\$364	6	102.6	\$1,680	\$2,184	\$5,473	\$112,049.00	
						Per Month	<b>\$59,200</b>	<b>\$76,960</b>	<b>\$87,973</b>	
						Per Year	<b>\$710,400</b>	<b>\$923,520</b>	<b>\$1,055,676</b>	<b>\$2,689,596</b>

**Charging \$2.60 per 1,000 gallons for water use.**