

# City of Cody City Council

## AGENDA

Tuesday, October 18, 2016 – 7:00 p.m. (Pre-Meeting to begin at 6:30 p.m.)  
Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

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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

### 1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from October 4, 2016 meeting.
- b. Approval of vouchers and payroll in the amount of \$1,601,949.29.
- c. Approve and authorize the Cody Lions Club to use the Bob Moore Parking Lot on Friday, November 18 through Sunday, November 20, 2016 for the Annual "Turkey Shoot". Authorize the discharging of .22 cal. Single shot target rifles for this event with conditions outlined by staff.
- d. Approve and authorize the Mayor to sign a grant application to Wyoming Department of Homeland Security for the State Homeland Security Grant Program of 2016 in the amount of \$8,150.00, contingent upon review and approval by the City Attorney.
- e. Approve and authorize the Mayor to sign the Alcohol Inspection Contract between the Wyoming Association of Sheriffs and Chiefs of Police and the Cody Police Department for Alcohol and Tobacco Compliance inspections contract terms July 1, 2016 through May 28, 2017 and January 1, 2017, through June 10, 2017 respectively.

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

### 3. Public Hearing

### 4. Conduct of Business

- a. Consider approval of a Taxi License to Ron Clark dba Town Taxi through December 31, 2016.

Staff Reference: Cindy Baker, Administrative Services Officer  
Spokesperson: Ron Clark, Town Taxi

### **b. ORDINANCE 2016-16 –SECOND READING**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A  
PORTION OF THE NORTH FRONTAGE ROAD RIGHT-OF-WAY  
ADJACENT TO 225 W. YELLOWSTONE AVENUE.**

Staff Reference: Todd Stowell, City Planner

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

**Upcoming Meetings:**

**October 25, 2016 – Tuesday – Special Work Session 4:15 p.m.  
November 1, 2016 – Tuesday – Regular Council Meeting 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Tuesday, October 4, 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, October 4, 2016 at 7:00 p.m.

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

Absent: Council Member Steve Miller

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

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

Bert Pond, Electrical Engineer presented Dane Austin with a Certificate of Appreciation as it relates to the Hot Line School and his participation as an instructor, followed by Rick Manchester, Parks, Public Facilities and Recreation Director presenting the Cody Rotary Club with an award for their participation and collaboration in the Mentock Park All-Inclusive Mentock Park Project; and recognized the Boy Scouts for their collaboration and volunteer work relating to the Legion Field Dugout.

Council Member Greer made a motion seconded by Council Member Fritz to approve the consent calendar which includes approval of Minutes – Regular Minutes from September 20, 2016 meeting; approve an Access and Utility Easement between City of Cody, Hill Enterprises Limited Partnership and the Cody Canal District as it relates to Lot 5, 6, 7 and 8 of the Hill Subdivision, and authorize the Mayor to sign said document; authorize Wyoming Legacy Meats to discharge a firearm as occasionally necessary for animal slaughter operations. Vote was unanimous.

At 7:22 p.m. the Mayor entered into a Public Hearing to determine if it is in the public interest to vacate, abandon and convey the North Frontage Road right-of-way adjacent to 225 W. Yellowstone Ave. Todd Stowell, City Planner provided background information as it relates to this issue. After calling for comments three times and there being none at 7:28 p.m. the public hearing on this matter closed.

Claudia Wade, Park County Travel Council provided an informational presentation as it relates to the Park County Lodging Tax Renewal that will be on the November 8<sup>th</sup> ballot. No action was taken.

Council Member Ballinger made a motion seconded by Council Member Fritz to approve vouchers and payroll in the amount of \$573,059.84. Council Member Greer recused himself from the vote due to a conflict of interest. Vote was unanimous from the remaining Council Members.

Council Member Anderson made a motion seconded by Council Member Wolz to approve the preliminary and final plats of the DJ Minor Subdivision with Planning and Zoning recommendations. Vote was unanimous.

**ORDINANCE 2016-15 – THIRD AND FINAL READING AS AMENDED  
AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION  
OF THE NORTH FRONTAGE ROAD RIGHT-OF-WAY ADJACENT TO 203 W.  
YELLOWSTONE AVENUE AND 1910 DEMARIS STREET.**

Council Member Ballinger made a motion seconded by Council Member Greer to approve Ordinance 2016-15 on Third and Final Reading as amended. Vote was unanimous.

**ORDINANCE 2016-16 –FIRST READING  
AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION  
OF THE NORTH FRONTAGE ROAD RIGHT-OF-WAY ADJACENT TO 225 W.  
YELLOWSTONE AVENUE.**

Council Member Anderson made a motion seconded by Council Member Greer to pass Ordinance 2016-16 on First Reading. Vote was unanimous.

There being no further action Mayor Brown adjourned the meeting at 8:02 p.m.

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Mayor Nancy Tia Brown

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Cynthia Baker, Clerk

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>813-NCPERS WYOMING</b>					
<b>125412</b>					
093016	PREMIUM	10/06/2016	400.00	400.00	1016
Total :			400.00	400.00	
Total 125412:			400.00	400.00	
<b>ADVANCED INFO SYSTEMS</b>					
<b>129162</b>					
13311	CYCLE 3 OUTSOURCE BILLS	09/28/2016	4.08	.00	1016
13311	CYCLE 3 OUTSOURCE BILLS	09/28/2016	48.96	.00	1016
13311	CYCLE 3 OUTSOURCE BILLS	09/28/2016	69.36	.00	1016
13311	CYCLE 3 OUTSOURCE BILLS	09/28/2016	28.56	.00	1016
13311	CYCLE 3 OUTSOURCE BILLS	09/28/2016	257.05	.00	1016
13328	CYCLE 4 OUTSOURCE BILLS	10/07/2016	2.32	.00	1016
13328	CYCLE 4 OUTSOURCE BILLS	10/07/2016	28.20	.00	1016
13328	CYCLE 4 OUTSOURCE BILLS	10/07/2016	39.96	.00	1016
13328	CYCLE 4 OUTSOURCE BILLS	10/07/2016	16.45	.00	1016
13328	CYCLE 4 OUTSOURCE BILLS	10/07/2016	148.05	.00	1016
Total :			642.99	.00	
Total 129162:			642.99	.00	
<b>AMERICAN FAMILY LIFE ASSUR</b>					
<b>550</b>					
983301	AFLAC PREMIUM	10/06/2016	2,125.26	2,125.26	1016
Total :			2,125.26	2,125.26	
Total 550:			2,125.26	2,125.26	
<b>AMERICAN WELDING &amp; GAS, INC.</b>					
<b>128592</b>					
04265823	CYLINDER RENTAL	08/31/2016	24.45	.00	1016
Total :			24.45	.00	
Total 128592:			24.45	.00	
<b>APPLIED CONCEPTS, INC</b>					
<b>130755</b>					
294964	RADARS (4)	09/15/2016	8,050.00	.00	1016
Total :			8,050.00	.00	
Total 130755:			8,050.00	.00	
<b>BAILEY ENTERPRISES INCORPORATED</b>					
<b>130546</b>					
093016	Unleaded Fuel	09/30/2016	394.25	.00	1016
093016	Unleaded Fuel	09/30/2016	61.78	.00	1016
093016	Unleaded Fuel	09/30/2016	1,008.59	.00	1016
093016	Diesel Fuel	09/30/2016	325.90	.00	1016
093016	Unleaded Fuel	09/30/2016	607.04	.00	1016
093016	Unleaded Fuel	09/30/2016	42.58	.00	1016
093016	Unleaded Fuel	09/30/2016	74.09	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
093016	Diesel Fuel	09/30/2016	1,201.15	.00	1016
093016	Unleaded Fuel	09/30/2016	127.49	.00	1016
093016	Unleaded Fuel	09/30/2016	61.10	.00	1016
093016	Diesel Fuel	09/30/2016	2,031.93	.00	1016
093016	Unleaded Fuel	09/30/2016	83.44	.00	1016
093016	Unleaded Fuel	09/30/2016	194.27	.00	1016
093016	Diesel Fuel	09/30/2016	115.51	.00	1016
093016	Unleaded Fuel	09/30/2016	54.92	.00	1016
093016	Diesel Fuel	09/30/2016	642.78	.00	1016
093016	Unleaded Fuel	09/30/2016	385.31	.00	1016
Total :			7,412.13	.00	
Total 130546:			7,412.13	.00	
<b>BARREN, MELISSA</b>					
<b>130999</b>					
12.1500.21	REFUND UTILITY DEPOSIT	09/30/2016	325.28	.00	1016
Total :			325.28	.00	
Total 130999:			325.28	.00	
<b>BLACK HILLS ENERGY</b>					
<b>130509</b>					
100616	UTILITIES	10/06/2016	33.80	.00	1016
100616	UTILITIES	10/06/2016	106.15	.00	1016
100616	UTILITIES	10/06/2016	112.09	.00	1016
100616	UTILITIES	10/06/2016	1,448.06	.00	1016
100616	UTILITIES	10/06/2016	4,344.18	.00	1016
100616	UTILITIES	10/06/2016	93.18	.00	1016
100616	UTILITIES	10/06/2016	24.00	.00	1016
100616	UTILITIES	10/06/2016	60.17	.00	1016
100616	UTILITIES	10/06/2016	14.12	.00	1016
100616	UTILITIES	10/06/2016	76.11	.00	1016
100616	UTILITIES	10/06/2016	20.02	.00	1016
Total :			6,331.88	.00	
Total 130509:			6,331.88	.00	
<b>BLANKENSHIP QUALITY CONCRETE LLC</b>					
<b>1320</b>					
1020	CONCRETE WORK	09/21/2016	8,337.00	.00	1016
1020	CONCRETE WORK	09/21/2016	657.45	.00	1016
1020	CONCRETE WORK	09/21/2016	1,126.72	.00	1016
Total :			10,121.17	.00	
Total 1320:			10,121.17	.00	
<b>BOBCAT OF BIG HORN BASIN, INC.</b>					
<b>128623</b>					
2016-12	BID BOND RETURN 2016-12	09/27/2016	1,914.71	.00	1016
23831	BOBCAT COMPACT EXCAVATOR - ELECTRIC DEPT	09/27/2016	38,294.24	.00	1016
Total :			40,208.95	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 128623:			40,208.95	.00	
<b>BOYS &amp; GIRLS CLUB OF PARK COUNTY</b>					
<b>1465</b>					
092916	COMMUNITY FUNDING ALLOCATION	09/29/2016	1,450.00	.00	1016
Total :			1,450.00	.00	
Total 1465:			1,450.00	.00	
<b>BRONNENBERG, TAMI</b>					
<b>131005</b>					
100516	RESTITUTION FROM TONIA WILLIAMS MC-1607-03	10/05/2016	25.00	.00	1016
Total :			25.00	.00	
Total 131005:			25.00	.00	
<b>BRUCO, INC</b>					
<b>1550</b>					
353639	CUSTODIAL SUPPLIES	09/08/2016	52.79	.00	1016
Total :			52.79	.00	
Total 1550:			52.79	.00	
<b>CARQUEST AUTO PARTS</b>					
<b>10200</b>					
2874-IC-31094	credit repair parts - VM	09/01/2016	171.00-	.00	1016
2874-IC-31123	credit repair parts - VM	09/07/2016	.17-	.00	1016
2874-ID-31090	repair parts - VM	09/01/2016	21.49	.00	1016
2874-ID-31093	repair parts - VM	09/01/2016	3.04	.00	1016
2874-ID-31112	repair parts - VM	09/06/2016	14.92	.00	1016
2874-ID-31120	supplies - VM	09/06/2016	159.56	.00	1016
2874-ID-31122	repair parts - VM	09/07/2016	11.03	.00	1016
2874-ID-31179	repair parts - VM	09/14/2016	2.87	.00	1016
2874-ID-31189	repair parts - VM	09/15/2016	6.65	.00	1016
2874-ID-31206	repair parts - VM	09/19/2016	24.50	.00	1016
2874-ID-31237	repair parts - VM	09/22/2016	5.35	.00	1016
2874-ID-31244	repair parts - VM	09/23/2016	27.37	.00	1016
2874-ID-31250	repair parts - VM	09/23/2016	13.98	.00	1016
2874-ID-31266	repair parts - VM	09/27/2016	6.08	.00	1016
2874-ID-31276	repair parts - VM	09/28/2016	10.52	.00	1016
2874-ID-31282	repair parts - VM	09/29/2016	55.56	.00	1016
2874-ID-31290	repair parts - VM	09/30/2016	40.40	.00	1016
2874-ID-31290	repair parts - VM	09/30/2016	2.66	.00	1016
Total :			234.81	.00	
Total 10200:			234.81	.00	
<b>CEM SALES &amp; SERVICE</b>					
<b>130947</b>					
141589	POOL DRAIN REPAIRS	09/30/2016	2,764.74	.00	1016
Total :			2,764.74	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 130947:			2,764.74	.00	
<b>CITY OF CODY</b>					
<b>2260</b>					
100516	RESTITUTION FROM JARROD JOHNSON MC-1603-	10/05/2016	200.00	.00	1016
100516	RESTITUTION MC-1603-022 CEDRICK KENCKE	10/05/2016	150.00	.00	1016
100516	RESTITUTION FROM TIMOTHY ROBERTS MC-1605	10/05/2016	200.00	.00	1016
Total :			550.00	.00	
Total 2260:			550.00	.00	
<b>CITY OF CODY</b>					
<b>127401</b>					
080316	SUPPLIES	08/03/2016	37.48	.00	1016
Total :			37.48	.00	
Total 127401:			37.48	.00	
<b>COOK, CLINTON</b>					
<b>130998</b>					
438615	REC CENTER REFUND	10/03/2016	90.00	.00	1016
Total :			90.00	.00	
Total 130998:			90.00	.00	
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>					
<b>3140</b>					
100316	LEGAL SERVICES	10/03/2016	6,907.92	.00	1016
Total :			6,907.92	.00	
Total 3140:			6,907.92	.00	
<b>DUMAS, JENNIFER</b>					
<b>131003</b>					
MC-1502-012	REFUND OVERPAYMENT ON MC-1502-012	10/07/2016	28.94	.00	1016
Total :			28.94	.00	
Total 131003:			28.94	.00	
<b>EAGLE RECOVERY, LLC</b>					
<b>126679</b>					
11698	TOWING CASE 16-1089	09/13/2016	338.50	.00	1016
Total :			338.50	.00	
Total 126679:			338.50	.00	
<b>EASTMAN, RINDA</b>					
<b>129952</b>					
100516	PERSONAL TRAINING	10/05/2016	382.66	.00	1016
Total :			382.66	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 129952:			382.66	.00	
<b>ECOLAB INC</b>					
<b>128686</b>					
8198585	PEST CONTROL - SANT/RECY	08/15/2016	54.34	.00	1016
8198587	PEST CONTROL - WW LAB	08/15/2016	50.00	.00	1016
8366952	PEST CONTROL - SANT/RECY	09/19/2016	54.34	.00	1016
8366954	PEST CONTROL - WW LAB	09/19/2016	50.00	.00	1016
Total :			208.68	.00	
Total 128686:			208.68	.00	
<b>EDWARDS, JULIE</b>					
<b>131001</b>					
15.5110.32	REFUND UTILITY DEPOSIT	10/04/2016	60.79	.00	1016
Total :			60.79	.00	
Total 131001:			60.79	.00	
<b>ENERGY LABORATORIES, INC</b>					
<b>4120</b>					
31329	WATER SAMPLE TESTING	09/29/2016	600.00	.00	1016
Total :			600.00	.00	
Total 4120:			600.00	.00	
<b>FRANDSON SAFETY, INC.</b>					
<b>130638</b>					
65703	CHLORINE MONITOR	09/23/2016	2,566.75	.00	1016
Total :			2,566.75	.00	
Total 130638:			2,566.75	.00	
<b>HARRELSON, SYLVIA D</b>					
<b>130997</b>					
10.1237.16	REFUND UTILITY DEPOSIT	09/26/2016	25.18	.00	1016
Total :			25.18	.00	
Total 130997:			25.18	.00	
<b>HARRIS TRUCKING AND CONSTRUCTION CO.</b>					
<b>4780</b>					
128463	ASPHALT - BECK LAKE	09/17/2016	1,531.52	.00	1016
PAY APP #1 PA	PARK AVE SEWER REPLACEMENT	10/06/2016	55,218.38	.00	1016
RET #1 PARK	PARK AVE SEWER REPLACEMENT RETAINAGE	10/06/2016	6,135.38	.00	1016
Total :			62,885.28	.00	
Total 4780:			62,885.28	.00	
<b>HEATH, KYWANI</b>					
<b>131002</b>					
17.7640.31	REFUND UTILITY DEPOSIT	10/03/2016	32.22	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			32.22	.00	
Total 131002:			32.22	.00	
<b>JENSEN, SEAN W</b>					
<b>129455</b>					
7136	CHAMBER BATHROOM REPAIRS	09/20/2016	162.18	.00	1016
Total :			162.18	.00	
Total 129455:			162.18	.00	
<b>JONES, AMY</b>					
<b>129954</b>					
100516	PERSONAL TRAINING	10/05/2016	409.85	.00	1016
100516	PERSONAL TRAINING	10/05/2016	564.38	.00	1016
Total :			974.23	.00	
Total 129954:			974.23	.00	
<b>K.B. NELSON CONSTRUCTION</b>					
<b>129689</b>					
100516	PARKS SHOP RETAINAGE PAYOUT	10/05/2016	31,642.15	.00	1016
Total :			31,642.15	.00	
Total 129689:			31,642.15	.00	
<b>KITCHEN, SCOTT</b>					
<b>129803</b>					
0930016	MILEAGE REIMBURSEMENT	10/03/2016	46.17	.00	1016
Total :			46.17	.00	
Total 129803:			46.17	.00	
<b>KRUBECK, LUCAS</b>					
<b>130285</b>					
100516	PERSONAL TRAINER	10/05/2016	133.25	.00	1016
Total :			133.25	.00	
Total 130285:			133.25	.00	
<b>LAW OFFICE OF ALEX H. SITZ III INC</b>					
<b>129379</b>					
17420	COURT APPOINTED ATTORNEY	09/20/2016	308.52	.00	1016
Total :			308.52	.00	
Total 129379:			308.52	.00	
<b>LOCAL GOVERNMENT LIABILITY POOL</b>					
<b>6176</b>					
10555	CLAIM AGAINST CITY	10/03/2016	230.00	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			230.00	.00	
Total 6176:			230.00	.00	
<b>MANNING, DARLENE N.</b>					
<b>130993</b>					
MC-1609-005	REFUND OVER PAYMENT ON MC-1609-005	09/29/2016	4.00	.00	1016
Total :			4.00	.00	
Total 130993:			4.00	.00	
<b>MSPS</b>					
<b>127866</b>					
INV2439	100W THRU THE LID REMOTE ANTENNA	09/21/2016	408.00	.00	1016
INV2439	FREIGHT	09/21/2016	15.56	.00	1016
INV2493	Kamstrup 5/8" x 3/4" meter	09/26/2016	5,750.00	.00	1016
Total :			6,173.56	.00	
Total 127866:			6,173.56	.00	
<b>NORCO, INC.</b>					
<b>128948</b>					
19533070	CYLINDER RENT	09/30/2016	11.46	.00	1016
Total :			11.46	.00	
Total 128948:			11.46	.00	
<b>NYFFLER, RHONDA</b>					
<b>130698</b>					
100516	RESTITUTION FROM JENNIFER WEINGARTNER M	10/05/2016	100.00	.00	1016
Total :			100.00	.00	
Total 130698:			100.00	.00	
<b>PARK COUNTY</b>					
<b>7670</b>					
76	LEC CONTRACT - DISPATCH	10/01/2016	25,985.95	.00	1016
76	LEC CONTRACT - CONSOLE	10/01/2016	3,184.96	.00	1016
76	LEC CONTRACT - UTILITIES	10/01/2016	1,124.29	.00	1016
Total :			30,295.20	.00	
Total 7670:			30,295.20	.00	
<b>PARK COUNTY ANIMAL SHELTER</b>					
<b>5120</b>					
100116	ANIMAL SERVICE CONTRACT	10/01/2016	3,750.00	.00	1016
Total :			3,750.00	.00	
Total 5120:			3,750.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>PARK COUNTY LANDFILL</b>					
<b>129053</b>					
093016	LANDFILL CHARGES	09/30/2016	76,074.00	.00	1016
Total :			76,074.00	.00	
Total 129053:			76,074.00	.00	
<b>PARK COUNTY SHERIFF</b>					
<b>7740</b>					
093016	INCARCERATION - SEPT 2016	09/30/2016	480.00	.00	1016
Total :			480.00	.00	
Total 7740:			480.00	.00	
<b>PARK COUNTY TREASURER</b>					
<b>7760</b>					
083116	PROPERTY TAXES	08/31/2016	2,219.78	.00	1016
083116	PROPERTY TAXES	08/31/2016	36,640.00	.00	1016
083116	PROPERTY TAXES	08/31/2016	24,020.63	.00	1016
Total :			62,880.41	.00	
Total 7760:			62,880.41	.00	
<b>PELIS, RYAN</b>					
<b>130580</b>					
100516	RESTITUTION FROM MC-1504-021 RHIANNON THO	10/05/2016	80.00	.00	1016
Total :			80.00	.00	
Total 130580:			80.00	.00	
<b>PHILLIPS, JENNIFER C</b>					
<b>127068</b>					
091916	REIMBURSE FOR MILEAGE	09/19/2016	422.28	.00	1016
Total :			422.28	.00	
Total 127068:			422.28	.00	
<b>POSTELL, CONSUELA</b>					
<b>130772</b>					
100516	RESTITUTION FROM KYM D ERWIN MC-1601-003	10/05/2016	100.00	.00	1016
Total :			100.00	.00	
Total 130772:			100.00	.00	
<b>PROFFITS LAWN CARE</b>					
<b>128647</b>					
4437	CONTRACT MOWING	09/13/2016	380.00	.00	1016
Total :			380.00	.00	
Total 128647:			380.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>					
<b>128033</b>					
093016	UNUM OPTIONAL POLICIES PREMIUM	10/06/2016	167.06	167.06	1016
Total :			167.06	167.06	
Total 128033:			167.06	167.06	
<b>ROMINE, DYLAN</b>					
<b>130994</b>					
17.7672.13	UTILITY DEPOSIT REFUND	09/27/2016	62.32	.00	1016
Total :			62.32	.00	
Total 130994:			62.32	.00	
<b>SECHRIST, DAVID J</b>					
<b>129937</b>					
100516	PERSONAL TRAINER	10/05/2016	93.10	.00	1016
Total :			93.10	.00	
Total 129937:			93.10	.00	
<b>THAPALIYA, BHUSAN</b>					
<b>130996</b>					
15.1615.38	REFUND UTILITY DEPOSIT	09/28/2016	91.11	.00	1016
Total :			91.11	.00	
Total 130996:			91.11	.00	
<b>U S BANK PURCHASE CARD</b>					
<b>129981</b>					
100616	Disputed transaction	10/06/2016	97.87	.00	1016
100616	Disputed transaction	10/06/2016	116.24	.00	1016
100616	Disputed transaction	10/06/2016	75.95	.00	1016
100616	training	10/06/2016	249.00	.00	1016
100616	Fuel	10/06/2016	22.70	.00	1016
100616	Fuel	10/06/2016	22.62	.00	1016
100616	Printing - Payroll Checks	10/06/2016	225.00	.00	1016
100616	supplies	10/06/2016	379.00	.00	1016
100616	supplies	10/06/2016	17.19	.00	1016
100616	toners (3	10/06/2016	219.23	.00	1016
100616	computer equipment	10/06/2016	47.89	.00	1016
100616	laser labels & business cards	10/06/2016	48.73	.00	1016
100616	Phones (2) desk phone replacements	10/06/2016	129.36	.00	1016
100616	Replace vault combination lock	10/06/2016	520.00	.00	1016
100616	TCT Phone Services	10/06/2016	886.15	.00	1016
100616	Wcstelecom - longdistance service	10/06/2016	158.09	.00	1016
100616	Utilities - TCT	10/06/2016	835.99	.00	1016
100616	advertising	10/06/2016	173.40	.00	1016
100616	advertising	10/06/2016	2,136.55	.00	1016
100616	advertising	10/06/2016	147.50	.00	1016
100616	Website domain fee	10/06/2016	125.00	.00	1016
100616	survey Monkey renewal	10/06/2016	300.00	.00	1016
100616	Risk assessments	10/06/2016	263.60	.00	1016
100616	postage machine lease/maintenance	10/06/2016	616.38	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	Office Chair IT	10/06/2016	174.59	.00	1016
100616	Computer monitors	10/06/2016	595.98	.00	1016
Total ADMINISTRATIVE SERVICES:			8,584.01	.00	
100616	Travel exp.	10/06/2016	9.86	.00	1016
100616	Travel. exp for seth agee, jessica reesy, jennifer phillip	10/06/2016	40.77	.00	1016
100616	travel exp	10/06/2016	5.65	.00	1016
100616	travel exp	10/06/2016	11.93	.00	1016
100616	travel exp.	10/06/2016	13.40	.00	1016
100616	travel exp Suzanne palmer & Jenni phillips	10/06/2016	17.92	.00	1016
100616	travel exp	10/06/2016	14.00	.00	1016
100616	travel exp	10/06/2016	12.89	.00	1016
100616	travel exp	10/06/2016	12.71	.00	1016
100616	hotel room-jenni phillips	10/06/2016	260.70	.00	1016
100616	hotel room-seth agee	10/06/2016	260.70	.00	1016
100616	hotel room-suzanne palmer	10/06/2016	260.70	.00	1016
100616	uniform	10/06/2016	72.45	.00	1016
100616	uniform	10/06/2016	194.88	.00	1016
100616	co2	10/06/2016	150.00	.00	1016
100616	co2	10/06/2016	110.30	.00	1016
100616	pool chemicals	10/06/2016	183.99-	.00	1016
100616	pool chemicals	10/06/2016	659.00	.00	1016
100616	pool chemicals	10/06/2016	143.25	.00	1016
100616	co2	10/06/2016	150.00	.00	1016
100616	co2	10/06/2016	173.00	.00	1016
100616	chemical reagents	10/06/2016	364.84	.00	1016
100616	pool chemicals	10/06/2016	590.58	.00	1016
100616	sds binders for our sds sheets	10/06/2016	158.03	.00	1016
100616	misc.	10/06/2016	98.08	.00	1016
100616	copy stamp	10/06/2016	37.28	.00	1016
100616	ink pad	10/06/2016	5.19	.00	1016
100616	misc. supplies	10/06/2016	36.99	.00	1016
100616	tupperware bins and office supplies	10/06/2016	193.73	.00	1016
100616	chlorine tester calibration	10/06/2016	20.00	.00	1016
100616	program exp.	10/06/2016	40.25	.00	1016
100616	programs pumpkin plunge	10/06/2016	58.96	.00	1016
100616	pumpkin plunge	10/06/2016	81.52	.00	1016
100616	programs	10/06/2016	62.36	.00	1016
100616	turtle tales	10/06/2016	11.97	.00	1016
100616	programs	10/06/2016	72.89	.00	1016
100616	b-day party supplies	10/06/2016	532.33	.00	1016
100616	programs	10/06/2016	151.80	.00	1016
100616	wristbands for programs	10/06/2016	171.90	.00	1016
100616	programs	10/06/2016	109.50	.00	1016
100616	programs	10/06/2016	220.80	.00	1016
100616	pool program-pumpkin plunge participants each charg	10/06/2016	350.00	.00	1016
100616	repair pool vacuum	10/06/2016	344.62	.00	1016
100616	arc training fees	10/06/2016	108.00	.00	1016
Total AQUATICS:			6,211.74	.00	
100616	meeting expenses	10/06/2016	23.02	.00	1016
100616	meeting expenses	10/06/2016	89.00	.00	1016
100616	fuel	10/06/2016	19.40	.00	1016
100616	Fuel	10/06/2016	17.45	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total CITY ADMINISTRATOR:			148.87	.00	
100616	ESRI Training	10/06/2016	721.00	.00	1016
100616	Random testing	10/06/2016	36.00	.00	1016
100616	Travel expense	10/06/2016	45.64	.00	1016
100616	Travel expense	10/06/2016	14.98	.00	1016
100616	Travel expense	10/06/2016	29.90	.00	1016
100616	Travel expense	10/06/2016	42.98	.00	1016
100616	Travel expense	10/06/2016	16.88	.00	1016
100616	Travel expense	10/06/2016	29.65	.00	1016
100616	Travel expense	10/06/2016	171.00	.00	1016
100616	Travel expense	10/06/2016	171.00	.00	1016
100616	FR Clothing	10/06/2016	944.92	.00	1016
100616	Boots-Tyson Volmer	10/06/2016	420.00	.00	1016
100616	Supplies	10/06/2016	20.38	.00	1016
100616	Welding supplies	10/06/2016	10.19	.00	1016
100616	Welding Supplies	10/06/2016	86.94	.00	1016
100616	Nuts & Bolts	10/06/2016	22.41	.00	1016
100616	Pintle eye	10/06/2016	49.62	.00	1016
100616	Supplies - hardware	10/06/2016	100.83	.00	1016
100616	Supplies	10/06/2016	34.47	.00	1016
100616	Marking Paint	10/06/2016	45.48	.00	1016
100616	Supplies - Tape	10/06/2016	100.24	.00	1016
100616	Supplies - Cable Cleaner	10/06/2016	119.04	.00	1016
100616	Supplies	10/06/2016	82.61	.00	1016
100616	Supplies - WMPA Meeting	10/06/2016	6.99	.00	1016
100616	Shipping Charge - Rubber Gloves	10/06/2016	160.53	.00	1016
100616	Window repair - Bobcat Trackhoe	10/06/2016	256.04	.00	1016
100616	Maple Leaf Streetlight Repair	10/06/2016	14.33	.00	1016
100616	TCT Phone Services	10/06/2016	86.23	.00	1016
100616	Utilities - TCT	10/06/2016	86.23	.00	1016
100616	Utilities - Century Link	10/06/2016	38.39	.00	1016
100616	blackboard messaging system	10/06/2016	3,141.53	.00	1016
100616	Professional Services - Pest Control	10/06/2016	54.34	.00	1016
100616	PE License Renewal for Bert Pond	10/06/2016	90.00	.00	1016
100616	Bobcat Breaker Attachment Rental	10/06/2016	250.00	.00	1016
100616	Form Material for Beacon Hill vaults	10/06/2016	191.65	.00	1016
100616	Conduit for Reservoir Drive Project	10/06/2016	279.20	.00	1016
Total ELECTRIC:			7,971.62	.00	
100616	meeting expenses	10/06/2016	23.49	.00	1016
100616	meeting expenses	10/06/2016	17.50	.00	1016
100616	fuel - meeting expenses	10/06/2016	38.05	.00	1016
100616	fuel meeting expenses	10/06/2016	9.65	.00	1016
100616	supplies	10/06/2016	15.30	.00	1016
100616	car wash	10/06/2016	11.00	.00	1016
100616	supplies	10/06/2016	253.47	.00	1016
100616	portable restrooms for chamber of commerce sewer re	10/06/2016	497.75	.00	1016
Total MAYOR-COUNCIL:			866.21	.00	
100616	WRPA lodging	10/06/2016	173.80	.00	1016
100616	ISA conference	10/06/2016	10.95	.00	1016
100616	ISA conference	10/06/2016	10.99	.00	1016
100616	ISA Conference	10/06/2016	178.00	.00	1016
100616	WRPA gasoline	10/06/2016	38.68	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	WRPA gasoline	10/06/2016	35.23	.00	1016
100616	ISA conference	10/06/2016	16.32	.00	1016
100616	Tools	10/06/2016	179.99	.00	1016
100616	Mutt Mitts	10/06/2016	1,029.50	.00	1016
100616	Supplies	10/06/2016	39.99	.00	1016
100616	Supplies	10/06/2016	87.36	.00	1016
100616	Materials	10/06/2016	9.99	.00	1016
100616	Supplies	10/06/2016	23.22	.00	1016
100616	Printer supplies	10/06/2016	103.74	.00	1016
100616	Supplies	10/06/2016	15.07	.00	1016
100616	Garbage lids/batteries	10/06/2016	116.93	.00	1016
100616	Attendant supplies	10/06/2016	9.98	.00	1016
100616	Office supplies	10/06/2016	41.32	.00	1016
100616	Shop supplies	10/06/2016	8.49	.00	1016
100616	Office supplies	10/06/2016	24.37	.00	1016
100616	Woodcutting supplies	10/06/2016	21.28	.00	1016
100616	RR supplies	10/06/2016	11.27	.00	1016
100616	Supplies	10/06/2016	9.99	.00	1016
100616	Woodcutting supplies	10/06/2016	30.99	.00	1016
100616	Bench Vise	10/06/2016	49.99	.00	1016
100616	Bench Vise return	10/06/2016	49.99-	.00	1016
100616	Woodcutting supplies	10/06/2016	56.75	.00	1016
100616	Supplies	10/06/2016	28.98	.00	1016
100616	Supplies	10/06/2016	9.99	.00	1016
100616	Materials	10/06/2016	9.37	.00	1016
100616	Paint supplies	10/06/2016	15.16	.00	1016
100616	Supplies	10/06/2016	26.48	.00	1016
100616	Shop supplies	10/06/2016	276.61	.00	1016
100616	Supplies	10/06/2016	31.46	.00	1016
100616	Materials	10/06/2016	7.19	.00	1016
100616	Supplies	10/06/2016	22.99	.00	1016
100616	Supplies	10/06/2016	11.40	.00	1016
100616	Supplies	10/06/2016	17.77	.00	1016
100616	Supplies	10/06/2016	19.98	.00	1016
100616	Supplies	10/06/2016	13.99	.00	1016
100616	Shop bench legs	10/06/2016	23.50	.00	1016
100616	Materials	10/06/2016	31.88	.00	1016
100616	Hearing protection	10/06/2016	9.49	.00	1016
100616	Shop door repairs	10/06/2016	468.00	.00	1016
100616	Vehicle repair	10/06/2016	5,522.20	.00	1016
100616	Trimmer repairs	10/06/2016	88.00	.00	1016
100616	Trees	10/06/2016	1,996.00	.00	1016
100616	Stock	10/06/2016	6.48	.00	1016
100616	Irrigation	10/06/2016	21.27	.00	1016
100616	Irrigation	10/06/2016	29.46	.00	1016
100616	East Cody entrance	10/06/2016	7.67	.00	1016
100616	Utilities - TCT	10/06/2016	188.93	.00	1016
100616	Shop safety cabinet	10/06/2016	1,283.36	.00	1016
Total PARKS MAINTENANCE:			12,451.81	.00	
100616	C06 Street Survival - Billings	10/06/2016	209.00	.00	1016
100616	C22 Glock Armor - Douglas	10/06/2016	250.00	.00	1016
100616	C14 Glock Armor - Douglas	10/06/2016	250.00	.00	1016
100616	Random testing	10/06/2016	81.00	.00	1016
100616	Lodging C01 Academy Douglas	10/06/2016	445.00	.00	1016
100616	Meal C06 Street Survival Billings MT	10/06/2016	13.79	.00	1016
100616	Meal C06 Street Survival Billings MT	10/06/2016	29.90	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	Meal C06 Street Survival Billings, MT	10/06/2016	18.20	.00	1016
100616	Lodging C06, Street Survival class, Billings	10/06/2016	89.00	.00	1016
100616	Food, C07, HDS	10/06/2016	152.15	.00	1016
100616	Travel exp C07 HDS	10/06/2016	60.00	.00	1016
100616	Taser Holster C12	10/06/2016	65.06	.00	1016
100616	Uniform Allowance C20	10/06/2016	80.86	.00	1016
100616	Fuel - C01 Academy Douglas	10/06/2016	23.02	.00	1016
100616	Euthanasia/Rabies Check	10/06/2016	97.95	.00	1016
100616	Supplies for Evidence Room	10/06/2016	18.96	.00	1016
100616	Respirator cartridges for drug disposal	10/06/2016	115.32	.00	1016
100616	Office Supplies	10/06/2016	6.25	.00	1016
100616	Office Supplies	10/06/2016	117.56	.00	1016
100616	American Flag and Pole	10/06/2016	186.40	.00	1016
100616	Pocket Law Manuals (25)	10/06/2016	224.75	.00	1016
100616	Office Supplies	10/06/2016	69.90	.00	1016
100616	Office Supplies	10/06/2016	83.72	.00	1016
100616	Office Supplies	10/06/2016	17.01	.00	1016
100616	Flag Spreaders	10/06/2016	38.99	.00	1016
100616	2016 Wy Criminal & Traffic Law Manuals (23)	10/06/2016	1,228.35	.00	1016
100616	Patch Sewing C01	10/06/2016	41.00	.00	1016
100616	Meal for CPD Interview board	10/06/2016	34.00	.00	1016
100616	Meal for CPD Interview board	10/06/2016	7.49	.00	1016
100616	Tips Recert Test C06	10/06/2016	75.00	.00	1016
100616	Office Supplies C14	10/06/2016	8.09	.00	1016
100616	Car Wash C05	10/06/2016	9.00	.00	1016
100616	C06 Car Wash	10/06/2016	9.00	.00	1016
100616	Car Wash C11	10/06/2016	9.52	.00	1016
100616	Car Wash C04	10/06/2016	10.00	.00	1016
100616	Car Wash C24	10/06/2016	6.37	.00	1016
100616	Car wash C20	10/06/2016	9.00	.00	1016
100616	Car Wash C14	10/06/2016	10.00	.00	1016
100616	Car Wash C07	10/06/2016	9.00	.00	1016
100616	Evidence shipping	10/06/2016	9.71	.00	1016
100616	Evidence Shipping	10/06/2016	19.42	.00	1016
100616	C04 Evidence Shipping	10/06/2016	9.71	.00	1016
100616	Evidence Shipping	10/06/2016	9.71	.00	1016
100616	TCT Phone Services	10/06/2016	56.45	.00	1016
100616	Utilities - TCT	10/06/2016	56.45	.00	1016
100616	Utilities - Century Link	10/06/2016	38.39	.00	1016
Total POLICE DEPARTMENT:			4,409.45	.00	
100616	lunch at WRPA	10/06/2016	8.80	.00	1016
100616	breakfast at WRPA	10/06/2016	12.36	.00	1016
100616	lodging at WRPA	10/06/2016	260.70	.00	1016
100616	breakfast for Mike and Suzanne at WRPA	10/06/2016	18.40	.00	1016
100616	toner for copy machine at auditorium	10/06/2016	110.99	.00	1016
100616	coffee for auditorium	10/06/2016	94.79	.00	1016
100616	redo floors at auditorium and cleaning supplies	10/06/2016	4,733.79	.00	1016
100616	Cleaning supplies for rec center	10/06/2016	12.48	.00	1016
100616	custodial supplies	10/06/2016	56.86	.00	1016
100616	repair air handler 1 at rec	10/06/2016	115.00	.00	1016
100616	repair lighting at chamber of commerce	10/06/2016	321.36	.00	1016
100616	repairs to floor of weight room at rec.	10/06/2016	302.92	.00	1016
100616	paint brushes for back door at city hall	10/06/2016	10.49	.00	1016
100616	keys for auditorium refrigerator	10/06/2016	2.98	.00	1016
100616	to repair service cart at rec center	10/06/2016	19.98	.00	1016
100616	bolt for aquatics bike	10/06/2016	2.79	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	repair mirror at city hall	10/06/2016	1.74	.00	1016
100616	snap bolt for flags in memorial park	10/06/2016	12.87	.00	1016
100616	switch for curtains in gym at rec	10/06/2016	30.94	.00	1016
100616	TCT Phone Services	10/06/2016	48.30	.00	1016
100616	Utilities - TCT	10/06/2016	91.20	.00	1016
100616	rugs at city hall	10/06/2016	105.78	.00	1016
100616	rugs and towels at rec center	10/06/2016	43.50	.00	1016
100616	rugs at auditorium	10/06/2016	112.81	.00	1016
100616	Annual hood inspection	10/06/2016	111.50	.00	1016
100616	fire system repairs at rec center	10/06/2016	105.00	.00	1016
100616	redo floors at auditorium and cleaning supplies	10/06/2016	1,400.00	.00	1016
100616	gas for WRPA	10/06/2016	44.25	.00	1016
Total PUBLIC FACILITIES:			8,192.58	.00	
100616	WRPA Travel	10/06/2016	25.52	.00	1016
100616	Education / Training WYAA	10/06/2016	185.00	.00	1016
100616	Education	10/06/2016	764.00	.00	1016
100616	Education	10/06/2016	50.00	.00	1016
100616	Education Scholarship	10/06/2016	500.00-	.00	1016
100616	WRPA Travel	10/06/2016	19.94	.00	1016
100616	WRPA Travel	10/06/2016	67.64	.00	1016
100616	WRPA Travel	10/06/2016	78.35	.00	1016
100616	WRPA Travel	10/06/2016	17.67	.00	1016
100616	WRPA Travel	10/06/2016	24.07	.00	1016
100616	WRPA Travel	10/06/2016	293.70	.00	1016
100616	WRPA Travel	10/06/2016	23.57	.00	1016
100616	WRPA Travel	10/06/2016	32.73	.00	1016
100616	WRPA Travel	10/06/2016	326.70	.00	1016
100616	Rec Program Supplies	10/06/2016	182.04	.00	1016
100616	Meeting supplies	10/06/2016	23.26	.00	1016
100616	Office Supplies	10/06/2016	2.98	.00	1016
100616	Office Supplies	10/06/2016	8.98	.00	1016
100616	Office Supplies	10/06/2016	6.99	.00	1016
100616	Office Supplies	10/06/2016	47.70	.00	1016
100616	Office Supplies	10/06/2016	166.50	.00	1016
100616	Program Supplies - Band Aids	10/06/2016	7.48	.00	1016
100616	Program supplies	10/06/2016	18.94	.00	1016
100616	Program Supplies	10/06/2016	1.91	.00	1016
100616	Program Supplies	10/06/2016	62.30	.00	1016
100616	Program Supplies	10/06/2016	48.57	.00	1016
100616	Program Supplies	10/06/2016	224.15	.00	1016
100616	Rec Programs	10/06/2016	23.78	.00	1016
100616	Office supplies	10/06/2016	77.00	.00	1016
100616	Rec Event Supplies	10/06/2016	187.50	.00	1016
100616	Equipment repairs	10/06/2016	143.22	.00	1016
100616	Rec programs and Gym Equipment	10/06/2016	2,011.17	.00	1016
100616	Youth, Rec Leagues, and Gym Sports Equipment	10/06/2016	2,043.08	.00	1016
100616	Rec Program Supplies	10/06/2016	52.71	.00	1016
100616	Rec Program Supplies	10/06/2016	8.97	.00	1016
100616	Program Supplies	10/06/2016	300.84	.00	1016
100616	Program supplies-special event	10/06/2016	48.52	.00	1016
100616	Rec Program shirts	10/06/2016	427.50	.00	1016
100616	Event Supplies	10/06/2016	9.96	.00	1016
100616	Event Supplies	10/06/2016	16.99	.00	1016
100616	TCT Phone Services	10/06/2016	507.37	.00	1016
100616	Utilities - TCT	10/06/2016	457.17	.00	1016
100616	Charter - Mini Golf utilities	10/06/2016	69.98	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	advertising	10/06/2016	800.00	.00	1016
100616	advertising	10/06/2016	330.00	.00	1016
100616	Brochure	10/06/2016	1,539.00	.00	1016
100616	Firewall Licenses	10/06/2016	615.45	.00	1016
100616	advertising	10/06/2016	225.00	.00	1016
100616	Advertising	10/06/2016	175.00	.00	1016
100616	rugs and towels at rec center	10/06/2016	117.00	.00	1016
100616	Office furniture	10/06/2016	790.00	.00	1016
Total RECREATION CENTER:			13,187.90	.00	
100616	ESRI Training	10/06/2016	1,080.00	.00	1016
100616	Random testing	10/06/2016	40.50	.00	1016
100616	trash cans	10/06/2016	53.98	.00	1016
100616	Coffee supplies	10/06/2016	17.87	.00	1016
100616	Casters	10/06/2016	190.23	.00	1016
100616	propane	10/06/2016	19.50	.00	1016
100616	propane	10/06/2016	24.00	.00	1016
100616	propane	10/06/2016	24.30	.00	1016
100616	propane	10/06/2016	8.74	.00	1016
100616	propane	10/06/2016	18.30	.00	1016
100616	propane	10/06/2016	23.40	.00	1016
100616	propane	10/06/2016	22.87	.00	1016
100616	propane	10/06/2016	19.80	.00	1016
100616	nitrile and latex gloves	10/06/2016	21.47	.00	1016
100616	TCT Phone Services	10/06/2016	84.78	.00	1016
100616	Utilities - TCT	10/06/2016	84.73	.00	1016
100616	blackboard messaging system	10/06/2016	3,141.53	.00	1016
Total SOLID WASTE:			4,876.00	.00	
100616	ESRI Training	10/06/2016	1,689.00	.00	1016
100616	Training	10/06/2016	240.00	.00	1016
100616	Random testing	10/06/2016	40.50	.00	1016
100616	Meals boot scoot and boogie	10/06/2016	58.60	.00	1016
100616	meals boot scoot and boogie	10/06/2016	58.41	.00	1016
100616	Meal salt lake trip	10/06/2016	28.50	.00	1016
100616	Hotel Salt Lake trip	10/06/2016	99.00	.00	1016
100616	hotel charges	10/06/2016	.99	.00	1016
100616	Gloves	10/06/2016	59.94	.00	1016
100616	Tim and Jason coveralls	10/06/2016	169.62	.00	1016
100616	coveralls Tyler, Brent, Joe, Tanner	10/06/2016	314.42	.00	1016
100616	Fuel Salt Lake trip	10/06/2016	156.73	.00	1016
100616	Fuel salt lake trip	10/06/2016	123.92	.00	1016
100616	picks for paint machine	10/06/2016	44.99	.00	1016
100616	saw blades	10/06/2016	14.99	.00	1016
100616	Shop and Lab supplies	10/06/2016	33.68	.00	1016
100616	supplies	10/06/2016	9.94	.00	1016
100616	hose clamp	10/06/2016	2.79	.00	1016
100616	paint truck supplies	10/06/2016	12.83	.00	1016
100616	Nuts and bolts	10/06/2016	11.00	.00	1016
100616	Pest control	10/06/2016	76.07	.00	1016
100616	Pest control	10/06/2016	76.07	.00	1016
100616	Pest control	10/06/2016	76.07	.00	1016
100616	Paint gun kits	10/06/2016	199.33	.00	1016
100616	pipe for paint truck	10/06/2016	59.83	.00	1016
100616	flat repair bobcat	10/06/2016	61.85	.00	1016
100616	White traffic paint	10/06/2016	149.90	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	steel for gutter drives	10/06/2016	551.09	.00	1016
100616	Parking block mold	10/06/2016	1,586.00	.00	1016
100616	Parking block mold	10/06/2016	1,586.00	.00	1016
100616	TCT Phone Services	10/06/2016	200.05	.00	1016
100616	Utilities - TCT	10/06/2016	166.89	.00	1016
100616	Sign Printer	10/06/2016	5,000.00	.00	1016
100616	Sign Printer	10/06/2016	2,300.00	.00	1016
100616	Sign printer	10/06/2016	4,995.00	.00	1016
<b>Total STREETS:</b>			<b>20,254.00</b>	<b>.00</b>	
100616	Random testing	10/06/2016	4.50	.00	1016
100616	nuts and bolts	10/06/2016	35.87	.00	1016
100616	repair parts and supplies	10/06/2016	51.45	.00	1016
100616	supplies	10/06/2016	23.02	.00	1016
100616	TCT Phone Services	10/06/2016	51.53	.00	1016
100616	Utilities - TCT	10/06/2016	42.99	.00	1016
100616	LPG T fitting with O-Ring	10/06/2016	57.44	.00	1016
100616	C02 egr cooler line	10/06/2016	101.59	.00	1016
100616	tires	10/06/2016	239.60	.00	1016
100616	C06 hyd fitting	10/06/2016	8.74	.00	1016
100616	Nuts & Bolts	10/06/2016	25.18	.00	1016
100616	C05 proximity sensor	10/06/2016	51.95	.00	1016
100616	B08 tires	10/06/2016	627.56	.00	1016
100616	A11 door locks	10/06/2016	367.46	.00	1016
100616	Anti freeze	10/06/2016	108.22	.00	1016
100616	TCM C01	10/06/2016	870.74	.00	1016
100616	Tires sanitation	10/06/2016	1,111.16	.00	1016
100616	repair parts and supplies	10/06/2016	653.70	.00	1016
100616	hyd fitting G09	10/06/2016	11.40	.00	1016
100616	Tires B11	10/06/2016	336.60	.00	1016
100616	Hyd fitting backhoe	10/06/2016	6.00	.00	1016
<b>Total VEHICLE MAINTENANCE:</b>			<b>4,786.70</b>	<b>.00</b>	
100616	Random testing	10/06/2016	13.50	.00	1016
100616	Shop and Lab supplies	10/06/2016	23.11	.00	1016
100616	Lab supplies	10/06/2016	580.26	.00	1016
100616	deodorizer	10/06/2016	443.00	.00	1016
100616	oxygen sensor	10/06/2016	176.85	.00	1016
100616	fuses	10/06/2016	71.75	.00	1016
100616	Nuts and screws	10/06/2016	16.40	.00	1016
100616	Hinge	10/06/2016	22.99	.00	1016
100616	Nuts and bolts	10/06/2016	4.24	.00	1016
100616	zip ties for aeromixers	10/06/2016	70.30	.00	1016
100616	effluent test shipping	10/06/2016	22.77	.00	1016
100616	TCT Phone Services	10/06/2016	21.22	.00	1016
100616	Utilities - TCT	10/06/2016	17.70	.00	1016
100616	ESRI Training	10/06/2016	1,080.00	.00	1016
100616	blackboard messaging system	10/06/2016	3,141.52	.00	1016
<b>Total WASTEWATER:</b>			<b>5,705.61</b>	<b>.00</b>	
100616	ESRI Training	10/06/2016	1,080.00	.00	1016
100616	Random testing	10/06/2016	22.50	.00	1016
100616	sweatshirts and embroidery	10/06/2016	142.74	.00	1016
100616	socket, driver, pliers	10/06/2016	30.77	.00	1016
100616	wasp killer	10/06/2016	5.99	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
100616	Gloves and poly hose cap	10/06/2016	1.99	.00	1016
100616	paint	10/06/2016	15.98	.00	1016
100616	Gloves and poly hose cap	10/06/2016	14.99	.00	1016
100616	knee pads	10/06/2016	31.99	.00	1016
100616	brass fittings, valves and couplers	10/06/2016	1,926.86	.00	1016
100616	1.5" ball valve	10/06/2016	160.90	.00	1016
100616	Park ave RW - pipe, gland packs, megalugs	10/06/2016	851.24	.00	1016
100616	Bushing and tee	10/06/2016	21.76	.00	1016
100616	curb riser pipe	10/06/2016	406.32	.00	1016
100616	water sample shipping	10/06/2016	47.46	.00	1016
100616	water sample shipping	10/06/2016	45.02	.00	1016
100616	HAA5's and THA's sample shipping	10/06/2016	25.88	.00	1016
100616	TCT Phone Services	10/06/2016	30.31	.00	1016
100616	Utilities - TCT	10/06/2016	25.29	.00	1016
100616	blackboard messaging system	10/06/2016	3,141.53	.00	1016
100616	tool rental	10/06/2016	35.74	.00	1016
100616	paint	10/06/2016	100.78	.00	1016
100616	hydrant painting supplies	10/06/2016	26.19	.00	1016
100616	paint thinner for hydrants	10/06/2016	9.99	.00	1016
Total WATER:			8,202.22	.00	
Total 129981:			105,848.72	.00	
<b>UNUM LIFE INSURANCE - LIFE</b>					
<b>127935</b>					
093016	UNUM Life Insurance Premium	10/06/2016	1,767.03	1,767.03	1016
Total :			1,767.03	1,767.03	
Total 127935:			1,767.03	1,767.03	
<b>VAUGHN, BRITTANY</b>					
<b>131004</b>					
100516	WITNESS FEES FOR MC-1607-038	10/05/2016	5.00	.00	1016
Total :			5.00	.00	
Total 131004:			5.00	.00	
<b>WESCO RECEIVABLES CORP</b>					
<b>10480</b>					
043806	SUPPLIES	09/22/2016	216.57	.00	1016
043807	SYSTEM EXPANSION	09/22/2016	838.56	.00	1016
045065	SYSTEM UPGRADES	09/27/2016	1,325.00	.00	1016
Total :			2,380.13	.00	
Total 10480:			2,380.13	.00	
<b>WILLIAMS, BRYAN</b>					
<b>130911</b>					
100516	RESTITUTION FROM STACY HORTON MC-1603-014	10/05/2016	150.00	.00	1016
Total :			150.00	.00	
Total 130911:			150.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>WITTICK, JOSH</b>					
<b>130995</b>					
8.1050.17	UTILITY DEPOSIT REFUND	09/29/2016	72.51	.00	1016
Total :			72.51	.00	
Total 130995:			72.51	.00	
<b>WYOMING ASSOCIATION OF MUNICIPALITIES</b>					
<b>10770</b>					
15147	WAM FALL RETREAT	09/26/2016	100.00	.00	1016
Total :			100.00	.00	
Total 10770:			100.00	.00	
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>					
<b>10670</b>					
093016	CONTRIBUTIONS	10/06/2016	6,405.50	6,405.50	1016
093016	VOLUNTEERS PD	10/06/2016	8.77	8.77	1016
093016	VOLUNTEERS REC	10/06/2016	21.85	21.85	1016
Total :			6,436.12	6,436.12	
Total 10670:			6,436.12	6,436.12	
<b>WYOMING LAW ENFORCEMENT ACADEMY</b>					
<b>10900</b>					
S-9790	EMERGENCY VEHICLE INSTRUCTOR COURSE	08/31/2016	310.00	.00	1016
U-9841	GLOCK ARMORER'S COURSE	08/30/2016	110.00	.00	1016
Total :			420.00	.00	
Total 10900:			420.00	.00	
<b>WYOMING MUNICIPAL POWER AGENCY</b>					
<b>10920</b>					
100116	POWER PURCHASE - SEPT 2016	10/01/2016	694,665.43	.00	1016
Total :			694,665.43	.00	
Total 10920:			694,665.43	.00	
<b>WYOMING RETIREMENT SYSTEM</b>					
<b>10950</b>					
131827-9	CONTRIBUTIONS -	10/06/2016	69,638.07	69,638.07	1016
Total :			69,638.07	69,638.07	
Total 10950:			69,638.07	69,638.07	
<b>WYOMING STEEL SERVICES LLC</b>					
<b>129345</b>					
004885	RECYLING HAULING	09/20/2016	475.00	.00	1016
Total :			475.00	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 129345:			475.00	.00	
<b>YELLOWSTONE REGIONAL AIRPORT</b>					
<b>11150</b>					
100116	AIRPORT FUNDING	10/01/2016	116,114.50	.00	1016
Total :			116,114.50	.00	
Total 11150:			116,114.50	.00	
Grand Totals:			1,367,617.36	80,533.54	
		Payroll 10/05/16	234,331.93		
			-----		
			1,601,949.29		

Report Criteria:

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

MEETING DATE: OCTOBER 18, 2016  
DEPARTMENT: CODY POLICE DEPT.  
PREPARED BY: CHIEF CHUCK BAKER  
DEPT. DIR. APPROVAL: 10/10/2016  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: CHIEF BAKER

## **AGENDA ITEM SUMMARY REPORT** **2016, Annual Cody Lions Club Turkey Day Celebration**

### **ACTION**

The Cody Lions Club is requesting the use of the Bob Moore Parking Lot beginning Friday, November 18<sup>th</sup> through Sunday, November 20<sup>th</sup>, 2016. Use of the parking lot will include the discharging of .22 cal. single shot target rifles within a 12 station target "Turkey Shoot" and a separate 4 station "Turkey on a String" carnival style shooting games.

In addition to the use of the lot, the Cody Lions request that Highway Banners be permitted at 8<sup>th</sup> and Lindsey Lane on the Greybull Hill for the month of November, 2016.

The City of Cody Code contains the following provision:

### **5-4-1: DISCHARGING GENERALLY:**

No person shall discharge any firearm or air gun of any type or description within the city, except by permission of the chief of police or the city council, granted for special occasions, except in proper position for firing salutes or by command of a proper military or police officer in the performance of official duty, or in a shooting range or gallery authorized by the governing body. Special occasions for which permission may be granted shall include, but not be limited to, parades, festivals, demonstrations, exhibits, mock gunfighter performances, wild west shows and rodeos. (1960 Compilation § 8-501; amd. Ord. 00-6)

### **BACKGROUND SUMMARY**

During November of each year the Cody Lions Club has annually coordinated the "Lions Club Turkey Day Event" in the Bob Moore parking lot. This year will be the 45<sup>th</sup> annual event.

The event includes a variety of interactive carnival style games, concessions and raffles.

### **FISCAL IMPACT**

None.

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

## **ALTERNATIVES**

1. Approve the request.
2. Deny the request.
3. Approve with modification or conditions to the request.

## **RECOMMENDATION**

Staff recommends approval of the request with the listed conditions for the discharging of firearms as a carnival event.

Conditions;

- a. The firing of these weapons will only be permitted on the designated date, Saturday November 19<sup>th</sup>, 2016 between the hours of 8:30 a.m. and 4:00 p.m.
- b. The temporary range will only be set up on the property of the Bob Moore Park lot located at 13<sup>th</sup> Street and Beck Avenue Cody, Wyoming 82414, and closed immediately after the program finishes.
- c. The range will use adequate backstops, bullet trapes and barriers to prevent stray projectiles.
- d. Both shooting games will be managed controlled and supervised by a NRA Safety Officer with knowledge, skills, and attitude essential to organizing, conducting, and supervising safe shooting activities and range operations.
- e. The General Firearms Safety Rules, Turkey Shoot Rules, and Range Layout Notes submitted by the Cody Lions Club for this event will be strictly enforced and adhered to during the event.
- f. A single point of contact will be on site at all times and their contact information will be provided to the Police Department.
- g. Any complaints received about the discharge of these weapons, safety violations, or injuries during the event will be forwarded to office of the Chief of Police.

## **ATTACHMENTS**

1. Agenda Request Form
2. City of Cody Highway Banner License
3. Certificate of Liability Insurance
4. Cody Lions Club Turkey Day layout at Bob Moore Park
  - a. Shoot Area Detail Diagram and layout notes.
  - b. General Firearms Safety Rules
  - c. Turkey Shoot Rules

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

Blaine Snyder, Cody Lions Club Chairman at rbs00@tritel.net

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

**CODY LIONS CLUB**

**P.O. Box 786**

**Cody, WY 82414**

**[www.codylionsclub.org](http://www.codylionsclub.org)**

September 28, 2016

City of Cody  
1338 Rumsey Avenue  
Cody, WY 82414  
Attn: Steve Payne

Dear Mr. Payne,

The Cody Lions is preparing for their 45 annual Turkey Day on Saturday November 19, 2016.

I have sent a request for city council approval and would like to send you a copy also.

The Cody Lion's Club also respectfully requests the following:

**The power is turned on at Bob Moore Park beginning Friday, November 18 through Sunday, November 20, 2016.**

**All entrances to Bob Moore Park are barricaded from Thursday afternoon, November 17 through Sunday, November 20, 2016.**

Dumpsters placed as in the past for collection of refuse.

Please advise us if there are problems with our requests.

Sincerely,



Blaine Snyder, Chairman

Mark Musser, Vice-Chairman

If you need additional information, I can be reached at 272-7295 or by email: [rbs00@tritel.net](mailto:rbs00@tritel.net)

# City of Cody Agenda Request Form

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

Please provide the following detailed information relating to your concern or request. This form (and any relevant attachments) is due no later than seven days prior to a Council meeting to allow sufficient time for internal review. Council packets are prepared the Wednesday prior to the Tuesday meetings. Meetings are held the first and third Tuesday of each month. Please complete the following information in full.

\*\*\*\*\*

Name of person to appear before the Council: Blaine Snyder

Organization Represented: Cody Lions Club

Date you wish to appear before the Council: October 2016

Mailing Address: P.O. Box 3010 Telephone: 307-272-7295  
Cody WY

E-Mail Address: rbs00@tritel.net

Preferred form of contact: Telephone: \_\_\_\_\_ or E-Mail X

Names of all individuals who will speak on this topic \_\_\_\_\_

Full description of topic to be discussed (include all relevant information):  
USE OF Bob Moore Park Nov 18-20, 2016

Discharge of Firearms within The City Limits

Highway Banner Permit (Month of November 2016)  
Greybull Hill and 8th Street

Certificate of Insurance & Highway Banner License  
request attached.

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

Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_



## CITY OF CODY HIGHWAY BANNER LICENSE

THE CITY OF CODY, hereinafter called the "City" hereby grants a License to Cody Lions Club (hereinafter called the "Licensee"), for the installation of Highway Banner. They are located at: 17th & 8th Streets upon property the City and State acquired for and/or utilizes in the operation and maintenance of public improvements.

The Licensee hereby acknowledges and agrees as follows:

1. The facility will be placed in a manner conforming to recognized standards, applicable federal, state or local laws, codes, ordinances, and regulations; in the exact location commonly known as "Greybull Hill" and "8<sup>th</sup> Street". Placing the facility in a location other than originally approved without obtaining prior City approval by submitting a revised request may void the license.
2. Any future alterations, modifications, or removals of the facility within the public right-of-way, required and requested by the City, shall be completed without delay. Adjustments will be accomplished at no expense to the City, unless otherwise provided for by the law.
3. The license grants permission for the Licensee to occupy a portion of the right-of-way controlled by the City. This permission is limited by the type of controlling interest held by the City. Responsibility to satisfy any other fee (dedeed) interest rests with the Licensee.
4. This license will not be modified, transferred, or assigned without the written consent of the Director of Public Works. This license does not allow for installation of additional facilities, nor does this license set aside a strip of land of specific width for the exclusive use by the Licensee.
5. The Licensee agrees to the standards for traffic control as outlined in the "Manual on Uniform Traffic Control Devices." Standards developed by the Licensee may be substituted for the cited manual provided they have been approved by the Director of Public Works. The Licensee must cease all operations if he or she does not comply with traffic control standards. Traffic control plans and road closure plans may be required by the Director of Public Works for approval prior to starting any work on the street right-of-way.
6. The Licensee agrees to forever indemnify the City and save it harmless from all liability for damages to property or injury to deal of persons, including all costs and expenses related thereto, arising wholly or in part, or in connection with the existence, construction, alteration, repair, renewal, use, or removal of the facility by the Licensee or his agents, for those facilities located within the City right-of-way described or noted herein.
7. Specific construction considerations may be attached to this form by the City. The Licensee agrees to incorporate the applicable requirements into the design of the facility and assures compliance with these requirements during the construction of the facility. Noncompliance will void this permit.
8. This Licensee is required to notify the Director of Public Works in writing to cancel and/or nullify an issued license if the described facility is to be abandoned in place, will be removed, or will not be constructed. The City will determine if abandonment in place will hinder the City's future operations and if the facility must be removed at the time of abandonment.
9. This license will be null and void if construction of the described facility does not commence within six (6) months of approval, unless prior arrangements have been made specifying a specific construction period. This license shall be null and void if the described facility is not in use for a period of eighteen (18) months or longer, and the Licensee may be required to remove the facility.

10. Based upon the complexity, construction methods or other concerns, the City may require part-time or full-time inspector(s) to the Licensee's project. The cost of such inspection will be at the sole expense of the Licensee.
11. The Licensee waives all claims against the Licensor for any loss, damage or injury sustained to the property of Licensee which is installed on Licensor's right-of-way under this agreement due to ordinary negligence of Licensor or its employees.
12. The Licensee is hereby advised that any work operation in the vicinity of electric power lines shall be in compliance with W.S. 37-3-301 through 37-3-306, titled Wyoming High Voltage Power Lines and Safety Restrictions Act, and the Licensee is further advised to comply with the provisions W.S. 37-12-301 through 37-12-304, titled Damage to Underground Public Facilities.
13. This license is issued with the understanding that conventional construction methods like: trenching, plowing, boring, pole setting by truck, etc. will be used. Activities like blasting, erection of poles or structures by helicopter, other non-conventional methods will require specific prior approval by the Director of Public Works.
14. City Stipulations:

- A. The Licensee shall provide a \$1,000,000 liability policy with the City of Cody and the Wyoming Department of Transportation as additional insured. The policy shall be in force during all periods the banners are in use.
- B. A responsible person with the means to hang/remove the banners shall be available 24 hours per day as an emergency contact. This person is Installer Chuck's Signs 587-6125  
Blaine Snyder phone number: 272-7295
- C. Should City personnel need to remove the banner(s) for safety problems caused by their installation or from them sagging or falling down, the Licensee will be responsible for back charges incurred by the City for time and equipment used.
- D. The approximate day that banners will be hung is: Month  
Nov 21, 2016 and they will be taken down on: \_\_\_\_\_
- E. The Licensee is part of a non-profit organization.       Yes       No
- F. The Licensee shall provide a brief description of the event the banners would be placed for.  
Name of Event: Lion Turkey Day  
Date of Event: November 19, 2016  
Purpose of the Event: Community Type Carnival  
and Fund raiser For The Cody Lions Club.

The undersigned, Licensee/Owner of the facility, hereby accepts this License, subject to the terms and conditions stated herein.

LICENSEE/OWNER

CITY OF CODY, WYOMING

COMPANY NAME: Cody Lions Club

BY: \_\_\_\_\_  
Date

BY: Blaine Snyder

ADDRESS: P.O. Box 3010

Cody WY 82414

TELEPHONE NO: 307-272-7295



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	<b>CONTACT NAME:</b> John Adams <b>PHONE (A/C, No, Ext):</b> 1-800-316-6705 <b>E-MAIL ADDRESS:</b> lionsclubs@dspins.com	<b>FAX (A/C, No):</b> 1-888-467-2378	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  Cody Lion's Club - Dist 15 Cody Wyoming	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input checked="" type="checkbox"/> <b>Agg. Per Named Insured is \$2,000,000</b> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b>			HDQG27856202	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> <b>ANY AUTO</b> <input type="checkbox"/> <b>ALL OWNED AUTOS</b> <input type="checkbox"/> <b>SCHEDULED AUTOS</b> <input checked="" type="checkbox"/> <b>HIRED AUTOS</b> <input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>			ISAH09044966	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> <input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> <b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b> <input type="checkbox"/> <b>Y/N</b> if yes, describe under <b>DESCRIPTION OF OPERATIONS</b> below			N/A			<input type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Cody Lion's Club Turkey Day November 18-20, 2016  
 PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Blaine Snmyder P.O. Box 3010 Cody Wyoming 82414	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CODY LIONS CLUB TURKEY DAY LAYOUT AT BOB MOORE PARK

## NOTES:

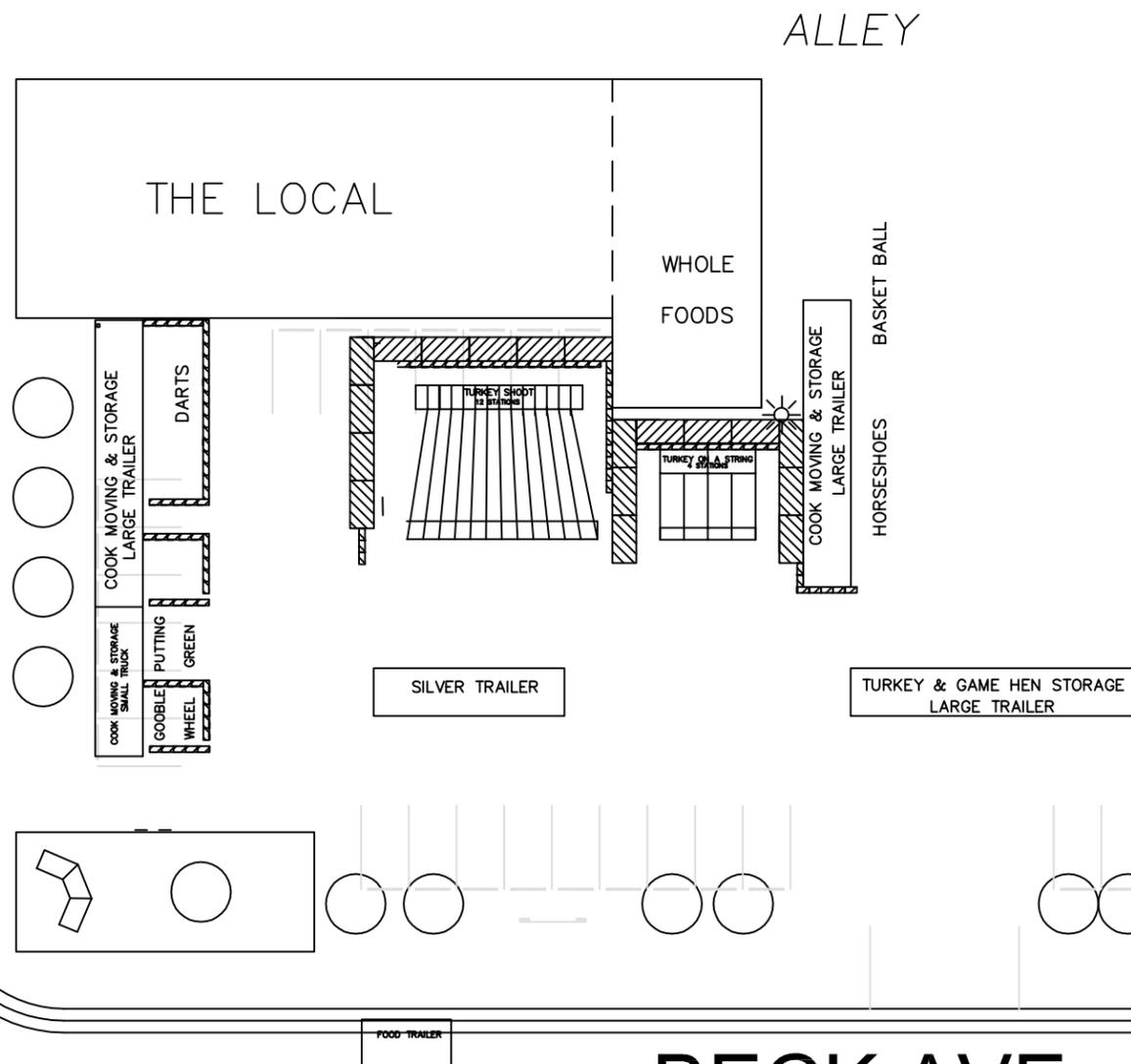
1. ALL RIFLES ARE TETHERED
2. ONLY CODY LIONS RIFLES ARE ALLOWED
3. ONLY CODY LIONS AMMUNITION IS ALLOWED
4. ACCESS BEHIND FIRING LINE IS RESTRICTED TO AUTHORIZED CODY LIONS CLUB MEMBERS
5. CODY LIONS CLUB RESERVES THE RIGHT TO REFUSE TO ALLOW ANYONE TO SHOOT

## LEGEND:

-  - LARGE STRAW BALE
-  - SMALL STRAW BALE
-  - POWER POLE
-  - POWER PEDESTAL
-  - TREE
-  - CITY SIGN

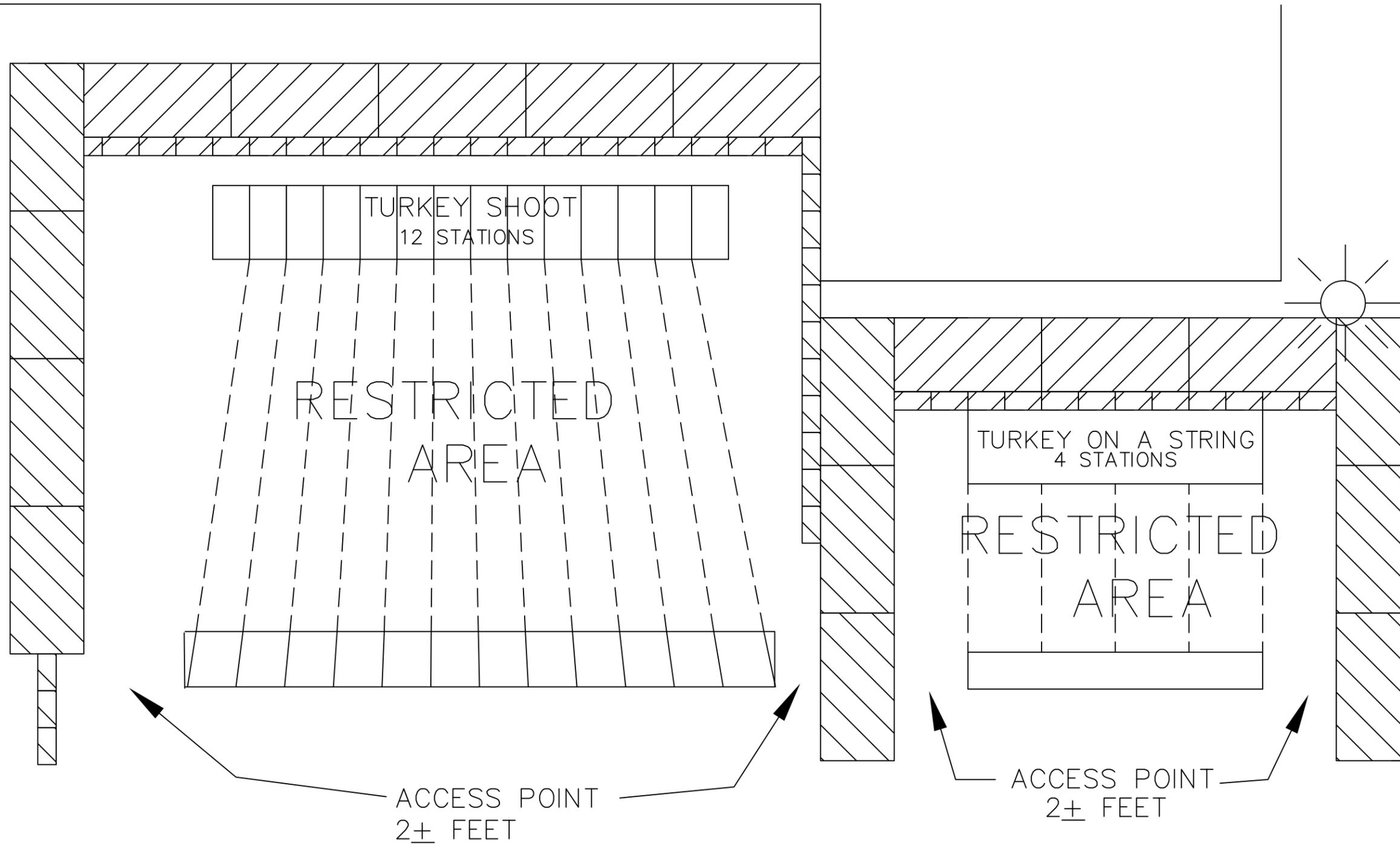
CODY LIONS CLUB TURKEY DAY GENERAL LAYOUT.  
SUBJECT TO CHANGE

13TH ST



BECK AVE

# CODY LIONS CLUB TURKEY DAY LAYOUT AT BOB MOORE PARK SHOOT AREA DETAIL



### **GENERAL FIREARMS SAFETY RULES**

1. Handle all firearms as if they are loaded. Only CLUB OWNED .22 caliber rim fire rifles and ammunition will be used and allowed
2. Always keep firearms pointed in a safe direction.
3. Keep your finger out of the trigger guard until your sights are on the target and you have made the decision to fire.
4. Always be certain that your target and the surrounding area are safe before firing.
5. Safety "To Do's" with any firearm:
  - a. Keep the muzzle in a safe direction
  - b. Keep your finger off the trigger.
  - c. Open the action when done firing.
  - d. Make sure the firearm safety is ON
6. Be thoroughly knowledgeable of the operational and safety features of all of your firearms.
7. Before firing the firearm, be sure it is in good working order & that the bore is free of obstructions.
8. Always wear hearing and eye protection when shooting or observing.
9. Never use firearms while under the influence of alcohol or drugs; this includes prescription and non-prescription which caution use while driving or using heavy equipment.
10. Always transport your fire arm in a safe unloaded condition and in accordance with applicable laws.

### **TURKEY SHOOT RULES**

1. The RANGE SAFETY OFFICER (RSO) has absolute authority on the range.
2. No one is allowed to bring personal firearms or ammunition to the Turkey Shoot Event.
3. CEASE FIRE – Immediately, upon the order of a "Cease Fire";
  - a. Unload all firearms
  - b. Clear & open all actions
  - c. Lay the fire arm down
  - d. Stand back from the firing line
  - e. Do not handle the firearm during the cease fire
4. Be aware of your actions and the actions of your fellow shooters
5. Report safety violations to the RSO

**THE CODY LIONS CLUB RESERVES THE RIGHT TO REFUSE TO LET ANY PERSON TO PARTICIPATE IN ANY TURKEY DAY ACTIVITY**

MEETING DATE: OCTOBER 18, 2016  
DEPARTMENT: CODY POLICE DEPT.  
PREPARED BY: CHIEF CHUCK  
BAKER  
DEPT. DIR. APPROVAL: 10/10/2016

## **AGENDA ITEM SUMMARY REPORT**

### **2016 FEDERAL HOMELAND SECURITY GRANT PROGRAM FUNDS**

#### **BACKGROUND**

The Cody Police Department has been awarded a 2016 Federal Homeland Security Grant for Law Enforcement Terrorism Prevention Activities. The grant awarded is in the amount of \$8,150.00. In order for the Department to receive the grant funds, the grant must be signed by the Mayor.

#### **SUMMARY**

The Homeland Security Grant Program supports the implementation of the State Homeland Security Strategy, State Initiatives, and focuses efforts on how to build and sustain programs and capabilities within and across State boundaries, while aligning planning, equipment, training, and exercise needs. In addition, Homeland Security Grant Programs support the implementation of the National Preparedness Goal of a secure and resilient nation, National Incident Management System (NIMS), and National Response Plan (NRP).

The State Homeland Security Program (SHSP) continues ongoing efforts to enhance first responders' overall capabilities to prevent, respond to, and maintain a state or preparedness involving natural and/or manmade disasters.

#### **FISCAL IMPACT**

None (There is no match of City funds required with the acceptance of this grant.)

#### **ALTERNATIVES**

Decline the award.

#### **RECOMMENDATION**

Staff recommends that Council accept this grant.

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

**ATTACHMENTS**

Office of Homeland Security award grant document; **ENW-20165-SS00037.**

**AGENDA & SUMMARY REPORT TO:**

N/A



Matthew H. Mead  
Governor

# Office of Homeland Security

Telephone: (307) 777-Home (4663) Fax: (307) 635-6017

Website: <http://hls.wyo.gov>

5500 Bishop Blvd., Cheyenne, WY 82002

THE STATE OF WYOMING

Guy Cameron  
Director

## Grant Award for U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA), Grant Programs Directorate, State Homeland Security Program (SHSP) Grant Fiscal Year 2016

<b>Political Subdivision:</b>	<b>Cody Police Department</b>
<b>Award Amount:</b>	<b>\$8,150.00</b>
<b>Award Period:</b>	<b>September 1, 2016 through May 31, 2019</b>
<b>CFDA #:</b>	<b>97.067</b>
<b>DHS Grant Code:</b>	<b>EMW-2016-SS-00037</b>
<b>Project ID:</b>	<b>16-GPD-COD-LP-HLE16</b>

1. **Parties:** The parties to this Grant Award Agreement [Grant] are the **Wyoming Office of Homeland Security**, whose principal address is 5500 Bishop Blvd, Cheyenne, WY 82002 (Homeland Security) and **Cody Police Department**, whose mailing address is P.O. Box 2200, Cody, WY 82414 (Subrecipient).
2. **Contact Information:** Subrecipient's submission of required reports and forms designated herein will be made using online tools when required by the procedures and protocol of the U.S. Department of Homeland Security, State Homeland Security Grant Program. All other reports, forms, and communications regarding this Grant shall be directed to the attention of Wyoming Office of Homeland Security's designated contact person. Subrecipient must keep Homeland Security up-to-date as to the name of the person acting as Subrecipient's primary contact person for this Grant award using the Point of Contact Information Form attached and incorporated herein as Attachment One, including any change of contact person, address, or telephone information. Subrecipient's primary contact person shall cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Grant. An e-mail address must be provided for the contact person and that e-mail account must be regularly checked for new messages.
3. **Funding Authority:** The funds Homeland Security will distribute to Subrecipient are drawn from grant funds distributed to the State of Wyoming by the Fiscal Year 2016 Homeland Security Grant Program. State Homeland Security Program. The program is authorized by the *Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (Public Law 110-53).
4. **Term of Grant Award and Required Approvals:** This Grant is effective when all parties have executed it and all required approvals have been secured. The term of this Grant is from September 1, 2016 through May 31, 2019. The total amount of this Grant is Eight thousand one hundred fifty dollars and zero cents (\$8,150.00)

5. **Federal Grant References:** The Fiscal Year 2016 Homeland Security Grant Program (HSGP) Program Notice of Funding Opportunity (NOFO) can be found at [http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY\\_2016\\_HSGP\\_NOFO\\_FINAL.pdf](http://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf).
6. **Purpose of Grant Award:** The FY 2016 HSGP plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. The FY 2016 HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The National Preparedness System is the instrument the Nation employs to build, sustain, and deliver core capabilities in order to achieve the Goal of a secure and resilient Nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allows for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal. The purpose of the HSGP is to prevent terrorism and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States; therefore, HSGP funded investments must have a terrorism-nexus.

To evaluate National progress in building, sustaining, and delivering the core capabilities outlined in the Goal, FEMA annually publishes the National Preparedness Report (NPR). Looking across all thirty one (31) core capabilities outlined in the Goal, the NPR provides a National perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of shared concern.

Grantees are expected to consider National areas for improvement identified in the 2015 NPR, which include cybersecurity, housing, enhancing the resilience of infrastructure systems, and long-term vulnerability reduction. Addressing these areas for improvement will enhance preparedness nationwide.

In addition, the DHS expects grantees to prioritize grant funding to address gaps identified through the annual State Preparedness Report (SPR) in achieving capability targets set through the annual Threat and Hazard Identification and Risk Assessment (THIRA). These assessments identify the jurisdictions' capability targets and current ability to meet those targets.

**A. Project related expenditures must align with the approved application information contained in Attachment A.**

7. **Payment:** Homeland Security agrees to pay Subrecipient for the services described herein during the performance period of the Grant. The total payment under this Grant shall not exceed \$8,150.00 (Eight thousand one hundred fifty dollars and zero cents). No payment shall be made for services rendered outside the performance period of the grant or for activities commenced without prior approval, if prior approval is required. Payment will be made to Subrecipient by Homeland Security upon receipt and approval of a Reimbursement Request Form, Expense Claim Form, applicable invoices and proof of payment provided the expenditures comply with the FY2016 Notice of Funding Opportunity (NOFO), the Authorized Equipment list found at <http://beta.fema.gov/authorized-equipment-list>, and all applicable federal and state laws. Payment for one invoice may not be split between different grant years. Quarterly reports must be current in order to receive reimbursements. There will be no extensions for the 2016 State Homeland

Security Program Grant reimbursement or performance period. Requests for reimbursement will not be accepted after June 30, 2019.

8. **Responsibilities of Subrecipient:** Subrecipient agrees to and acknowledges the following limitations and special conditions:

A. Subrecipient must be familiar with all the requirements and restrictions of the Homeland Security Grant Program, including:

- (i) Subrecipient must be familiar with the 2016 HSGP objectives and priorities identified in the FY 2016 Homeland Security Grant NOFO.
- (ii) Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2016 Homeland Security Grant Program NOFO. Allocations and use of grant funding must support the goals and objectives included in the State and/or Urban Area Homeland Security Strategies. Allocations and use of grant funding must also support the Investments identified in the Investment Justifications which were submitted as part of the FY 2016 application. Subrecipient may not use this grant funding to purchase equipment not specifically authorized in the Authorized Equipment List (AEL) unless the proposed acquisition is reviewed by Homeland Security and approved by DHS in writing prior to purchase.
- (iii) Subrecipient agrees to comply with the exercise and evaluation requirements set forth in the current edition of the U.S. Department of Homeland Security, Federal Emergency Management Agency, Grant Programs Directorate, Fiscal Year 2013 Homeland Security Exercise and Evaluation Program (HSEEP) guidance. An HSEEP Fact Sheet can be found at [http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep\\_apr13\\_.pdf](http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf)
- (iv) Subrecipient agrees to comply with the financial and administrative requirements set forth in the FY 2016 HSGP NOFO.
- (v) Subrecipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States and Local Governments, and Non-Profit Organizations.
- (vi) Subrecipient further agrees to comply with the standards put forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- (vii) Subrecipient may use its own procurement procedures, provided its procurement process conforms to applicable federal and state laws and the standards identified in 44 CFR part 13 (OMB Circular A-102), per 44 CFR Section 13.36, whichever may be more restrictive must be followed. All sole-source procurement in excess of \$10,000 must receive prior approval of Homeland Security. Contractors must develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement to be excluded from the competitive bidding requirements. Any request for exemption must be submitted to Homeland Security and approved by the Grants Program Directorate in writing prior to obligation or expenditure of such funds using the Purchase Pre-Approval Request form.
- (viii) Subrecipient shall ensure all equipment purchased with these grant funds is maintained and available for response to terrorist incidents. Subrecipient agrees that, when practicable, any equipment or supplies purchased with grant funding shall be prominently marked as follows: **“Purchased with funds provided by the U.S. Department of Homeland Security and administered by the Wyoming Office of Homeland Security.”** Subrecipient agrees that all publications created with funding under this Grant shall prominently contain the following statement: **“This document was prepared under a grant from the FEMA’s National Preparedness Directorate, U.S. Department of Homeland Security administered by the Wyoming Office of Homeland Security (WOHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA’s National Preparedness Directorate of the U.S. Department of Homeland Security, the State of Wyoming or WOHS.”** Additionally, Subrecipient acknowledges that DHS/FEMA and Homeland Security reserve a royalty-free, non-exclusive, and irrevocable license

to reproduce, publish, or otherwise use, and authorize others to use, for federal and Wyoming state government purposes: (1) the copyright in any work developed under this Grant; and (2) any rights of copyright to which Subrecipient purchases ownership under this Grant. Subrecipient must consult with DHS/FEMA and Homeland Security regarding any patent rights that arise from, or are purchased with, this Grant.

- (ix) Subrecipient agrees to acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.
  - (x) Subrecipient agrees to cooperate with any assessments, national evaluation efforts and requests for information or data including, but not limited to, information required for the assessment or evaluation of activities within this Grant.
  - (xi) Subrecipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.
  - (xii) Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Homeland Security, Office of Grants and Training.
  - (xiii) When implementing National Preparedness Directorate (NPD) funded activities, Subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. Subrecipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting NPD-funded activities.
  - (xiv) Subrecipient may only fund Investments that were approved project(s) listed in section six (6).
  - (xv) Subrecipient shall comply with all applicable "Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898)." **Failure of Subrecipient to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.** Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and/or modifications to structures or ground disturbance. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, Subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.
  - (xvi) Subrecipient agrees to complete/actively participate a THIRA/CPR update annually by September 1 of each year during the entire performance period of this award.
  - (xvii) Subrecipient agrees to complete an Emergency Operations Plan (EOP) or provide current EOP, if updated within the last two years, by September 1, 2017.
  - (xviii) Subrecipient agrees to provide a copy of the inventory report of all equipment purchased with Homeland Security grant funds in accordance with 44 C.F.R. § 13.32(1) annually, no later than July 1 during the entire performance period of this award.
  - (xix) Subrecipient agrees to enter all shareable resources and equipment into the *Wyoming Comprehensive Resource Management System (Salamander)* prior to seeking reimbursement or within 30 calendar days from the receipt of the item, whichever occurs first.
- B. This Grant cannot be changed or altered in any way without prior written authorization from the Wyoming Office of Homeland Security.**

- C. Subrecipient may not commingle or transfer funds under this Grant with the funds of any other state or federal grants.
- D. As mandated by Homeland Security Presidential Directive/HSPD-5 (HSPD-5), *Management of Domestic Incidents*, the adoptions of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance, through grants, contracts and other activities. Subrecipient shall update and/or modify their operational plans, and training and exercise activities, as necessary, to achieve conformance with the National Response Framework (NRF) and NIMS implementation guidelines.
- E. Subrecipient agrees to submit quarterly progress reports through March 31, June 30, September 30, and December 31 to Homeland Security by April 20, July 20, October 20, and January 20, respectively for the entirety of the grant performance period, regardless of expenditure(s). Quarterly reports will be submitted electronically via:  
[https://docs.google.com/forms/d/1DVzeOD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/viewform?usp=send\\_form](https://docs.google.com/forms/d/1DVzeOD7gkTqzSFSVLBJ2WukshFc3A8wstpKbtfXhr3M/viewform?usp=send_form).  
 Quarterly reports will include:
  - (i) The number of people trained in a given capability to support a reported number defined resource typed teams (e.g., 63 responders were trained in structural collapse to support 23 Type 2 Urban Search and Rescue (USAR) Teams);
  - (ii) The total number of a defined type of resource and capabilities built utilizing the resources of this Grant;
  - (iii) Status of NIMS compliance and training for personnel;
  - (iv) Status of THIRA and EOP updates; and
  - (v) What equipment was purchased, what typed capability it supports, and plans for sustainment.

**9. Responsibilities of Homeland Security:**

- A. Homeland Security will be available to provide necessary and feasible technical advice, which may be reasonably required by Subrecipient.
- B. Homeland Security will pay Subrecipient as stated in paragraph 7 above.
- C. Homeland Security shall notify Subrecipient of any state or federal determination of noncompliance. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally.
- D. Homeland Security shall notify Subrecipient at the earliest possible time of the services, which may be affected by a shortage of funds.
- E. Homeland Security shall notify Subrecipient of information and updates received from FEMA or other federal agencies, which may affect or otherwise restrict the availability of funds awarded to Subrecipient herein.

**10. Special Provisions:**

- A. **Assumption of Risk:** Subrecipient shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to failure on behalf of the Subrecipient to comply with state or federal requirements.
- B. **Cost Principles:** Subrecipient agrees to comply with the standards set forth in 2 CFR part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments.
- C. **Debarment or Suspension:** By signing this agreement, Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency in accordance with Executive Order 12549 and 12689, Debarment and Suspension and CFR 2 § Part 180 or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov).
- D. **Disadvantaged Business Requirement:** To the extent Subrecipient uses contractors or subcontractors, Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and

contractors or subcontractors to the extent practicable.

- E. **Drug-Free Workplace:** Subrecipient shall certify that a drug-free workplace is maintained in accordance with the Drug-Free Workplace Act of 1988, and implemented in 2 CFR § Part 3001.
- F. **Duplication of Benefits:** There may not be a duplication of any federal assistance, per 2 CFR Part 225, Basic Guidelines Section C.3 (c), which states: Any costs allocable to a particular Federal award or cost objective under the principles provided for in this Circular may not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the federal awards, or for other reasons. However, this prohibition would not preclude governmental units from shifting costs allowable under two or more awards in accordance with existing program agreements.
- G. **Education Amendments of 1972-Title IX:** Subrecipient agrees to comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- H. **Energy Policy and Conservation Act:** Subrecipient agrees to comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- I. **False Claims Act and Program Fraud Civil Remedies:** Subrecipient agrees to comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- J. **Federal Debt Status:** Subrecipients are required to be non-delinquent in their repayment of any Federal debt including, but not limited to, delinquent payroll and other taxes, audit disallowances and benefit overpayment. See OMB Circular A-129.
- K. **Federal Leadership on Reducing Text Messaging while Driving:** Subrecipient agrees to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the Federal Government.
- L. **Financial and Compliance Audit Report:** Subrecipients that expend an aggregate amount of \$500,000 or more in federal funds during their fiscal year are required to undergo an organization-wide financial and compliance single audit. Subrecipient agrees to comply with the organizational audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the fiscal year for the Subrecipient. Subrecipient shall retain financial records and all other documentation as specified in the Financial Guide. Subrecipient shall give the Wyoming Office of Homeland Security or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to this Grant. Subrecipient shall provide one (1) copy of the audit report to Homeland Security and require release of the audit report by its auditor be held until adjusting entries are disclosed and made to Homeland Security's records. Subrecipient shall provide the Wyoming Office of Homeland Security one (1) copy of all other audits performed which cover any part of this Grant.
- M. **Fly America Act of 1974:** Subrecipient agrees to comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to the Comptroller General Decision B-138942.
- N. **Freedom of Information Act (FOIA):** Information submitted in the course of applying for funding or provided in the course of grant management activities, may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made

pursuant to the Freedom of Information Act, 5 U.S.C. §552, all determinations concerning the release of information of this nature are made on a case-by-case basis by the DHS FOIA Office. Subrecipient should consult state and local laws and regulations regarding the release of information. Subrecipient should be familiar with the regulations governing protected critical infrastructure information, 6 CFR § Part 29, and sensitive security information, 49 CFR § Part 1520; as these designations may provide additional protection to certain classes of homeland security information.

- O. Hotel and Motel Fire Safety Act of 1990:** Subrecipient agrees to comply with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, ensuring that all conference, meeting, convention or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.
- P. Human Trafficking:** As required by 22 U.S.C. 7104(g) and 2 CFR § Part 175, this agreement may be terminated without penalty if a private entity that receives funds under this agreement:
- (1) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
  - (2) Procures a commercial sex act during the period of time that the award is in effect; or
  - (3) Uses forced labor in the performance of the award or sub awards under the award.
- Q. Individuals with Disabilities in Emergency Preparedness:** In accordance with Executive Order #13347, *Individuals with Disabilities in Emergency Preparedness*, signed July 2004, Subrecipient is encouraged to use funding for activities that integrate people with disabilities into their planning and response processes.  
Further guidance is available at <http://www.fema.gov/pdf/media/2008/301.pdf>; <http://www.LLIS.gov>; <http://www.fema.gov/oer/reference/>; <http://www.disabilitypreparedness.gov>.
- R. Kickbacks:** Subrecipient certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant. If Subrecipient breaches or violates this warranty, Homeland Security may, at its discretion, terminate this Grant without liability to Homeland Security, or deduct from this Grant price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- S. Limitations on Lobbying Activities:** Subrecipient agrees that none of the funds provided under this award will be expended by the Subrecipient to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal in accordance with 31 U.S.C. §1352.
- T. Limited English Proficient (LEP) Persons:** Subrecipient must certify that Limited English Proficiency Persons have meaningful access to the services under this program. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, as amended, Subrecipient is required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The guidance document can be accessed at [www.lep.gov](http://www.lep.gov).
- U. Monitoring Activities:** Subrecipient may be monitored periodically by the staff of Homeland Security, DHS/FEMA, or Grant Program Directorate (GPD), and/or the authorized contractors thereof, to ensure the program goals, objectives, timelines, budgets and other related Grant criteria are being met.
- V. National Preparedness Reporting Compliance:** Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within their grant agreement. This includes any assessments, audits, or investigations conducted by the Department of Homeland Security, Office of Inspector General, or the Government Accountability Office.

- W. No Finder's Fees:** No finder's fee, employment agency fee, or other such fee related to the procurement of this Grant, shall be paid by either party.
- X. Nondiscrimination:** Subrecipient shall comply with all state and federal civil rights laws, to include Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000 *et. seq.*), the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et. seq.*), the Americans With Disabilities Act, (42 U.S.C. 12101 *et. seq.*), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 *et. seq.*) and the Age Discrimination Act of 1975, as amended (20 U.S.C. 6101 *et. seq.*). Subrecipient shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin or disability in connection with the performance of this Grant.
- Y. Non-Supplanting Certification:** Subrecipient hereby affirms that Grant funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this agreement.
- Z. Procurement of Recovered Material:** Subrecipient agrees to comply with Section 6002 of the *Solid Waste Disposal Act*, as amended by the *Resource Conservation and Recovery Act*. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- AA. Program Income:** Subrecipient shall not deposit funds in an interest-bearing account without prior approval by Homeland Security. Income attributable to the Grant shall be reported to Homeland Security. Any income attributable to the grant funds distributed under this agreement must be used to increase the scope of the program or returned to Homeland Security.
- BB. Records Retention:** Subrecipient shall retain financial records and all other documentation for a minimum of three (3) years following the close of the Grant or audit. Subrecipient will give Homeland Security and any of its representatives, access to all books, documents, papers, and records which are pertinent to this Grant.
- CC. SAFECOM:** Subrecipient agrees to comply with the SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- DD. Technology Requirements:**
- (i) FEMA requires all grantees to use the latest National Information Exchange Model (NIEM) specification and guidelines regarding the use of Extensible Markup Language (XML) for all grant awards. Further information about the required use of NIEM specifications and guidelines is available at <http://www.niem.gov>.
  - (ii) FEMA requires any information technology system funded or supported by these funds comply with 28 CFR § Part 23, Criminal Intelligence Systems Operating Policies, if this regulation is determined to be applicable.
  - (iii) Subrecipient is encouraged to align any geospatial activities with the guidance available on the FEMA website at <http://www.fema.gov/grants>.
- EE. Terrorist Financing:** Subrecipient agrees to comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.
- FF. USA Patriot Act of 2001:** Subrecipient agrees to comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. § 175-175c.
- GG. Use of DHS Seal, Logo, and Flags:** Subrecipient agrees to obtain permission prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard

officials.

**HH. Whistleblower Protection Act:** Subrecipient agrees to comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C § 2324, 41 U.S.C. §§ 4304 and 4310.

**11. General Provisions:**

- A. Amendments:** Any changes, modifications, revisions or amendments to this Grant which are mutually agreed upon by the parties to this Grant shall be incorporated by written instrument, executed and signed by all parties to this Grant.
- B. Applicable Law/Venue:** The laws of the State of Wyoming shall govern the construction, interpretation and enforcement of this Grant. The courts of the State of Wyoming shall have jurisdiction over this Grant and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Assignment/Grant Not Used as Collateral:** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant without the prior written consent of the other party. Subrecipient may not use this Grant, or any portion thereof, for collateral for any financial obligation without the prior written permission of Homeland Security.
- D. Availability of Funds:** Each payment obligation of Homeland Security is conditioned upon the availability of government funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by Subrecipient, Homeland Security may terminate this Grant at the end of the period for which the funds are available. No penalty shall accrue to Homeland Security in the event this provision is exercised, and Homeland Security shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit Homeland Security to terminate this Grant to acquire similar services from another party.
- E. Award of Related Contracts:** Homeland Security may undertake or award supplemental or successor contracts for work related to this Grant. Subrecipient shall cooperate fully with other subrecipients, contractors and Homeland Security in all such cases.
- F. Compliance with Law:** Subrecipient shall keep informed of and comply with all applicable federal, tribal, state and local laws and regulations in the performance of the agreement.
- G. Confidentiality of Information:** Notwithstanding the release of records as required by the Wyoming Public Records Act, Wyo. Stat. § 16-4-201 *et seq.*, all documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Subrecipient, exclusive to the performance of this Grant, shall be kept confidential by Subrecipient unless written permission is granted by Homeland Security for its release.
- H. Conflicts of Interest:** Subrecipient shall immediately notify Homeland Security of any potential or actual conflicts of interest arising during the course of Subrecipient's performance under this Grant. This Grant may be terminated in the event Homeland Security discovers an undisclosed conflict of interest. Termination of this Grant will be subject to a mutual settlement of accounts.
- I. Entirety of Grant:** This Grant, consisting of twelve (12) pages plus Attachment One, Point-of-Contact Information Form, consisting of one (1) page, which is attached and incorporated herein, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- J. Ethics:** Subrecipient shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, *et seq.*), and any and all ethical standards governing Subrecipient.
- K. Force Majeure:** Neither party shall be liable for failure to perform under this Grant if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent

and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- L. Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- M. Independent Contractor:** Subrecipient shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Contract, the Contractor shall be free from control or direction over the details of the performance of services under this Contract. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Contract and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Grant Award Agreement.
- N. Modifying Grant:** Nothing in this Grant document, or any other guidance from Homeland Security, shall be interpreted to modify, change, or supersede pertinent state statutes and regulations, or federal grant guidance, rules, regulations, and statutes.
- O. Notices:** All notices arising out of, or from, the provisions of this Grant shall be in writing and given to the parties using the contact information provided in paragraph 2, or as subsequently updated, either by regular mail or delivery in person.
- P. Patent or Copyright Protection:** Subrecipient recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by Subrecipient will violate any such restriction. Subrecipient agrees to affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.
- Q. Prior Approval:** This Grant shall not be binding upon either party, no services shall be performed under the terms of this Grant, and the Wyoming State Auditor shall not draw warrants for payment on this Grant, until this Grant has been reduced to writing, approved as to form by the Office of the Wyoming Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).
- R. Severability:** Should any portion of this Grant be judicially determined to be illegal or unenforceable, the remainder of the Grant shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- S. Sovereign Immunity:** The State of Wyoming and the Wyoming Office of Homeland Security do not waive sovereign immunity by entering into this Grant and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. If applicable, subrecipient retains all immunities and defenses provided by law including Wyo. Stat. § 1-39-101 *et seq.*
- T. Taxes:** Subrecipient shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.
- U. Termination of Grant Award:** This Grant may be terminated upon mutual agreement by Homeland Security and Subrecipient and subject to settlement of all accounts. Grant funding may be suspended or terminated for cause if Subrecipient fails to perform in accordance with the terms of this Grant, including: failure to make satisfactory progress, failure to follow the requirements herein, failure to

submit the required reports, and false certification in any report or other document. Homeland Security will provide Subrecipient written notice of intent to impose immediate measures and will make reasonable efforts to resolve the problem informally without termination.

- V. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant shall operate only between the parties to this Grant, and shall inure solely to the benefit of the parties to this Grant. The provisions of this Grant are intended only to assist the parties in determining and performing their obligations under this Grant. The parties to this Grant intend and expressly agree that only parties signatory to this Grant shall have any legal or equitable right to seek to enforce this Grant, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Grant.
- W. **Time is of the Essence:** Time is of the essence in all provisions of this Grant.
- X. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Grant.
- Y. **Waiver:** The waiver of any breach of any term or condition in this Grant shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

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12. **Signature:** By signing this Grant, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Grant and that they have the authority to sign it.

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

**WYOMING OFFICE OF HOMELAND SECURITY**

\_\_\_\_\_  
Guy Cameron, Director \_\_\_\_\_  
Date

**CODY POLICE DEPARTMENT**  
*Chuck Baker #1198* *10/07/2016*  
\_\_\_\_\_  
Chuck Baker, Chief \_\_\_\_\_  
Date  
Cody Police Department

\_\_\_\_\_  
Nancy Tia Brown, Mayor \_\_\_\_\_  
Date  
City of Cody

\_\_\_\_\_  
Attested by: \_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
City Attorney \_\_\_\_\_  
Date

**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

*Samantha Caselli #157753* *8/31/14*  
\_\_\_\_\_  
Samantha Caselli, Assistant Attorney General \_\_\_\_\_  
Date

- Attachments:  
A. Approved Application Information  
B. Point of Contact Information Form



**2016 State Homeland Security Program (SHSP)  
APPROVED APPLICATION INFORMATION**

Jurisdiction Name: **CODY POLICE DEPARTMENT**

Project ID: **16-GPD-COD-LP-HLE16**

Award Amount: **\$8,150.00**

The following submitted project(s) have been approved for the Federal Fiscal Year 2016 U.S. Department of Homeland Security State Homeland Security Program Grant. Only expenditures within the scope of the below projects will be reimbursed by the Wyoming Office of Homeland Security.

A. Purchase of ballistic armor to include carriers, plates and necessary accessories

For questions regarding individual project allowability, the scope of an approved project or the 2016 SHSP grant, please contact:

Casi Crites  
SHSP Grant Manager  
Wyoming Office of Homeland Security  
307-777-5768

Security Unit Chief  
Wyoming Office of Homeland Security  
307-777-4908

DHS Authorized Equipment List: <http://beta.fema.gov/authorized-equipment-list>



**2016 State Homeland Security Program (SHSP)  
GRANT POINT OF CONTACT INFORMATION FORM**

<b>Jurisdiction Name:</b>	
Grant Project ID:	
Mailing Address:	
City, ST ZIP	
DUNS number (required)	

<b>Grant Administrator Name:</b>	
Title:	
Phone Number:	
Email:	

<b>Authorized Point of Contact:</b>	
Title:	
Phone Number:	
Email:	

Form must be complete and signed by a signator on the Grant Award Agreement

I certify the following by my signature, under penalty of false swearing pursuant to W.S. 6-5-303: I have read and understood the incorporated references and requirements in the 2016 State Homeland Security Program Grant Award Agreement.

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Printed Name** \_\_\_\_\_ **Title** \_\_\_\_\_

Please complete and return along with signed original Grant Award Agreement to:

Casi Crites  
Wyoming Office of Homeland Security  
5500 Bishop Boulevard, Cheyenne, WY 82009

MEETING DATE:

DEPARTMENT: CODY POLICE DEPT.

PREPARED BY: CHUCK BAKER CHIEF OF POLICE

DEPT. DIR. APPROVAL: 10/10/16

CITY ADM. APPROVAL: \_\_\_\_\_

PRESENTED BY: CHIEF BAKER

## **AGENDA ITEM SUMMARY REPORT**

### **2016-2017 ALCOHOL AND TOBACCO COMPLIANCE INSPECTION CONTRACTS**

#### **SUMMARY**

The Cody Police Department is requesting that the contracts for the 2016-2017 Alcohol and Tobacco Compliance Inspections, be approved and signed.

#### **BACKGROUND**

The Cody Police Department has conducted alcohol and tobacco inspections on establishments within our community that sell alcohol and tobacco for several years. The department would like to continue conducting these inspections.

According to the 2015 Wyoming Association of Sheriffs and Chiefs of Police report on "Alcohol and Crime in Wyoming", 294 underage youth were taken into custody and placed in a detention center for being a minor in possession of alcohol. A total of 190 underage youth were arrested for driving under the influence of alcohol or drugs. 35% of 166 minors arrested for alcohol-related offenses reported obtaining alcohol from a liquor establishment.

As a department, we continue to strive to reduce the number of incidents involving juveniles with regard to illegal possession of alcohol and/or tobacco. We address this issue through different actions, one of which is through our compliance inspections.

#### **FISCAL IMPACT**

None. The City of Cody is reimbursed for any expenses incurred in conducting compliance inspections. Reimbursement does cover an officer's overtime when conducting compliance inspections and cash value gift certificates to be given for clerks that comply with the law and refuse to sell to underage minors.

#### **ALTERNATIVES**

None

#### **RECOMMENDATION**

Staff recommends that the contract be approved and signed as been done in previous years.

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

**ATTACHMENTS**

1. 2016-2017 Alcohol Inspection Contract
2. 2016-2017 Tobacco Inspection Contract

**AGENDA & SUMMARY REPORT TO:**

None

## Alcohol Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Alcohol inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from July 1, 2016, through May 28, 2017. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Alcohol retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice.
  - C. All invoicing for Alcohol compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty-five dollars (\$85.00) per inspection.
    - 1) From the eighty-five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell Alcohol to a minor under twenty-one (21) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Alcohol compliance inspections as follows:
    - 1) Complete two (2) Alcohol compliance inspections per year for every establishment that sells Alcohol products in the community, including bars.
    - 2) **The first Alcohol compliance inspections must take place between July 1, 2016 and December 31, 2016. The second Alcohol compliance inspections must take place between January 1, 2017, and May 28, 2017.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Alcohol compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.

- E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The Department shall cooperate fully with other contractors and the Association in all such cases.
- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole responsibility for any debts or liabilities that may be incurred by the Department in fulfilling the terms of this Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in this Contract shall be interpreted as authorizing the Department or its agents and/or employees to act as an agent or representative for or on behalf of the Association, or to incur any obligation of any kind on the behalf of the Association. The Department agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Association employees will inure to the benefit of the Department or the Department's agents and/or employees as a result of this Contract.
- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The

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

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in

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

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

\_\_\_\_\_  
Date

**Department**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

## Tobacco Inspection Contract

1. **Parties:** The parties to this Contract are Wyoming Association of Sheriffs and Chiefs of Police (Association), whose address is P.O. Box 481, Douglas WY 82633 and Cody Police Department, whose address is 1402 Riverview Drive, Cody, WY 82414.
2. **Purpose:** To provide Tobacco inspections in communities in the state of Wyoming.
3. **Term:** This Contract is effective when all parties have executed it and all required signatures have been granted. The term of the Contract is from January 1, 2017, through June 10, 2017. All services shall be completed during this term.
4. **Payment:**
  - A. The total amount of this contract shall not exceed (\$4,250.00).
  - B. Payment for administrative fees and for conducting compliance inspections of Tobacco retailers shall be made based upon submission to the Association of compliance forms and a monthly invoice (Attachment A).
  - C. All invoicing for Tobacco compliance inspections shall be paid upon receipt by the Association of compliance inspection reports and invoices. No payment shall be made by the Association in the absence of the timely submission of a proper invoice.
  - D. Payment shall be based on a rate of eighty-five dollars (\$85.00) per inspection.
    - 1) From the eighty-five dollars (\$85.00) the Department may:
      - a. Pay the officer conducting the compliance visit double time;
      - b. Purchase a ten dollar (\$10.00) gift certificate which the officer will present to the retail clerk if the clerk has complied with the law and has refused to sell tobacco to a minor under eighteen (18) years of age.
      - c. Pay the assisting minor/youth ten dollars (\$10.00) per compliance inspection.
5. **Responsibilities of the Department:**
  - A. Conduct and complete Tobacco compliance inspections as follows:
    - 1) Complete two (2) tobacco compliance inspections per year for every establishment that sells tobacco products in the community, including bars.
    - 2) **The first tobacco compliance inspections must take place between January 1, 2017, and March 31, 2017. The second tobacco compliance inspections must take place between April 1, 2017, and June 10, 2017.**

- 3) The above compliance schedule may be modified with the Association's prior written approval.
  - B. Complete a yearly report for Tobacco compliance inspections.
  - C. Provide the Association with a copy of all invoices and reports received from the participating law enforcement agencies within thirty (30) days of the receipt of the report and/or invoicing.
6. **Responsibilities of the Association:**
  - A. Remit payment to the Department based on proper monthly invoicing.
  - B. Make a representative of the Association available to the Department to assist with questions regarding compliance inspections.
  - C. Provide Compliance Inspection Forms approved by the Wyoming Department of Health, Substance Abuse Division to all participating law enforcement agencies.
7. **General Provisions:**
  - A. **Amendments:** Any changes, modifications, revisions, or amendments to this Contract which are mutually agreed upon by the parties to this Contract shall be incorporated by written instrument, executed and signed by all parties to this Contract.
  - B. **Americans with Disabilities Act:** The Department shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.
  - C. **Audit/Access to Records:** The Association and any of its representatives shall have access to any books, documents, papers, and records of the Department which are pertinent to this Contract.
  - D. **Availability of Funds:** Each payment obligation of the Association is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Department, the contract may be terminated by the Association at the end of the period for which the funds are available. The Association shall notify the Department at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the Association in the event this provision is exercised, and the Association shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the Association to terminate this Contract in order to acquire similar services from another party.
  - E. **Award of Related Contracts:** The Association may undertake or award supplemental or successor contracts for work related to this Contract. The

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

- F. **Compliance with Laws:** The Department shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Contract.
- G. **Confidentiality and Publicity:** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by Department in the performance of this Contract shall be kept confidential by Department unless written permission is granted by the Association for its release. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, web site posting, similar public notices and public access, prepared by or for the Department, shall identify the Association as the sponsoring agency and shall not be released without prior written approval from the Association.
- H. **Entirety of Contract:** This Contract consisting of 6 pages and Attachment A consisting of one (1) page represent the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- I. **Extensions:** Nothing in this Contract shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Contract shall be initiated by the Association and shall be effective only after it is reduced to writing and executed by all parties to the Contract. Any agreement to extend this Contract shall include, but not necessarily be limited to: an unambiguous identification of the Contract being extended; the term of the extension; the amount of any payment to be made during the extension or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Contract shall, unless explicitly delineated in the exception, remain as they were in the original Contract; and, if the duties of either party will be different during the extension than they were under the original Contract, a detailed description of those duties.
- J. **Force Majeure:** Neither party shall be liable for failure to perform under this Contract if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- K. **Independent Contractor:** The Department shall function as an independent contractor for the purposes of this Contract and shall not be considered an employee of the Association for any purpose. The Department shall assume sole

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

- L. **Kickbacks:** The Department certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Department breaches or violates this warranty, the Association may, at its discretion, terminate this Contract without liability to the Association, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- 1) The Department shall comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Department is prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
  - 2) No staff member of the Department shall engage in any contract activity which would constitute a conflict of interest as related to this Contract.
- M. **Nondiscrimination:** The Department shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans With Disabilities Act (ADA), 42 U.S.C. §12101, et seq, and the Age Discrimination Act of 1975. The Department shall assure that no person is discriminated against based on the grounds of sex, race, age, religion, national origin, or disability in connection with the performance of this Contract.
- N. **Notices:** All notices arising out of, or from, the provisions of this Contract shall be in writing and given to the parties at the address provided under this Contract, either by regular mail or delivery in person.
- O. **Ownership of Documents:** All reports, data, studies, work product, and other material prepared by the Department pursuant to performance under the terms and conditions of this Contract shall become the property of the Association. The Association shall have unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part any reports, data, or other materials prepared by the Department under this Contract. Until the Association publishes, discloses,

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

- P. **Severability:** Should any portion of this Contract be judicially determined to be illegal or unenforceable, the remainder of the Contract shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- Q. **Taxes:** The Department shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- R. **Termination of Contract:** This Contract may be terminated, without cause, by either party upon thirty (30) days written notice. This Contract may be terminated immediately for cause if the Department fails to perform in accordance with the terms and conditions of this Contract. Should the Department fail to perform in a manner consistent with the terms and conditions set forth in this Contract, payment under this Contract may be withheld until such time as the Department performs its duties and responsibilities.
- S. **Third Party Beneficiary Rights:** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Contract shall not be construed so as to create such status. The rights, duties and obligations contained in this Contract shall operate only between the parties to this Contract, and shall inure solely to the benefit of the parties to this Contract. The provisions of this Contract are intended only to assist the parties in determining and performing their obligations under this Contract. The parties to this Contract intend and expressly agree that only parties signatory to this Contract shall have any legal or equitable right to seek to enforce this Contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Contract, or to bring an action for the breach of this Contract.
- T. **Time:** Time is of the essence in all provisions of the Contract.
- U. **Titles Not Controlling:** Titles of paragraphs are for reference only, and shall not be used to construe the language in this Contract.
- V. **Waiver:** The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.
- W. **Suspension and Debarment.** By signing this Grant Agreement, Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or non-financial assistance, nor are any of the participants involved in the execution of this Grant Agreement suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the disbarred vendors list at [www.epls.gov](http://www.epls.gov). Further, Grantee agrees to notify Council by certified mail should it or any of its agents become

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

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

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

**Wyoming Association of Sheriffs and Chiefs of Police**

\_\_\_\_\_  
Lori Emmert, Executive Officer  
WASCOP

\_\_\_\_\_  
Date

**Department**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

MEETING DATE: OCTOBER 18, 2016  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: CINDY BAKER

## AGENDA ITEM SUMMARY REPORT

### Taxi License Application Town Taxi

#### **BACKGROUND**

Ron Clark dba Cody's Town Taxi has applied for a Taxi License to operate a taxi service to City of Cody residents and visitors. The City of Cody currently has five Taxi Cab Licenses issued. Pursuant to City of Cody Ordinance, Title 3, Chapter 3 the Council shall consider issuing licenses based on the necessity and public convenience of the service and that the applicant's qualifications for rendering adequate service to the public must include consideration of the applicant's character, integrity and financial responsibilities. Mr. Clark is pursuing taking over the previous taxi business known as Cody's Town Taxi that is no longer in operation.

In addition, the licensee must have public liability insurance with a combined single-limit coverage of not less than \$500,000 for public liability, property damage and bodily injury coverage. The ordinance also states that the Governing Body must approve the rates charged for the service.

#### **SUMMARY**

Ron Clark has applied for a Taxi License to operate a taxi service within the City of Cody. He has provided the application form, driving records for each taxicab operator, his rate structure, and public liability insurance policy. All his paperwork is in order and is in compliance with the requirements of the code. Mr. Clark is pursuing taking over the previous taxi business known as Cody's Town Taxi that is no longer in operation.

Pursuant to the code, all other taxi cab license holders have been notified of the new application and the date and time of the public meeting where the application will be considered by the Governing Body.

#### **FISCAL IMPACT**

The City of Cody will receive \$25 if the license is approved.

#### **ALTERNATIVES**

Approve or deny the request for a taxi cab license.

#### **RECOMMENDATION**

Staff is not making a recommendation, however would like to note that this would be replacing the Cody's Town Taxi service as it is no longer in operation and Mr. Clark is pursuing taking over that business, as well as, four of the five current taxi license holders are for specific or more specialized transportation: local tours, specialty events, elderly transportation and transportation to and from rodeo grounds.

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

**ATTACHMENTS**

Application and required documents.

**AGENDA & SUMMARY REPORT TO:**

Ron.clark61@yahoo.com



CITY OF CODY  
WYOMING

City of Cody  
Taxi License Application  
NEW LICENSE

License Period: January 1, \_\_\_\_\_ through December 31, \_\_\_\_\_

Name of Applicant/Business: Town Taxi

Name(s) of Principal Business Owner(s): Ron Clark

Street Address of Applicant: 76B Balfry Hwy Cody WY 82414

Mailing Address of Applicant: Same

Phone No. of Applicant: 307-899-3244

Email: ron.clark61@yahoo.com

Please list vehicle descriptions and license plate numbers of all taxicabs operating under this license: (attach additional sheets if necessary). If the vehicle is not required under State law to have a license plate to operate please provide another identifying number (VIN, fleet number, etc). **A license plate or other unique identifying number is required.**

Vehicle Description (year, make, model)

License Plate Number

2005 Dodge Van

11-32122

2000 Grand Voyager van

11-35852

2004 KIA S2 Ronda

11-39963

Ron Clark  
Signature of Applicant

9-27-16  
Date

Required Attachments:

- Driving record for each taxicab operator
- Background check for each taxicab operator
- Rate structure
- Public liability insurance policy

For City Use Only

License Fee \$	_____
Date Paid	_____
License No	_____



Matthew H. Mead  
Governor

# Wyoming Department of Transportation

"Providing a safe, high quality, and efficient transportation system"

5300 Bishop Boulevard  
Cheyenne, Wyoming 82009-3340



William T. Panos  
Director

CLARK, RON  
TOWN TAXI  
76 B BELFRY HIGHWAY  
CODY, WY 82414

2016

DOCKET NO: M-000163883      US DOT #:      ISSUE DATE: September 01, 2016

### PERMANENT CONTRACT MOTOR CARRIER AUTHORITY

By application filed, the applicant above-named seeks authority to operate as a contract motor carrier of persons or property by motor vehicle in Wyoming intrastate commerce.

It APPEARING that applicant has the prescribed evidence of insurance on file with the Department; and applicant has otherwise complied with the applicable provisions contained in Chapter 18 of Title 31, Wyoming Statutes, 1977, as amended, and the rules, regulations and requirements of the Department issued pursuant thereto and related to contract motor carriers: THEREFORE

IT IS ORDERED that said application be, and the same is hereby, granted; that a Contract Motor Carrier Authority be, and the same is hereby, issued.

IT IS FURTHER ORDERED that operations pursuant to this order shall be subject to the provisions of the Commercial Vehicle Act, as amended, and to such rules, regulations and requirements as are now, or may hereafter be prescribed or adopted by the Department thereunder; and that said Authority is permanent and shall remain valid and in effect unless revoked by the Department for good cause, or cancelled at the request of the holder.

**A COPY OF THIS AUTHORITY SHALL BE CARRIED IN EACH POWER UNIT.**

Dated and mailed at Cheyenne, Wyoming on September 01, 2016.

Motor Vehicle Services  
Regulatory Section (777-4850)



Risk Placement Services, Inc. - Scottsdale  
8700 E. Northsight Blvd. Suite 100  
Scottsdale, AZ 85260

**RPS Contact:**  
**Brent Hanrath**  
Underwriter  
Phone: (480) 860-5576  
Fax: (480) 860-5561  
Email: Brent\_Hanrath@rpsins.com

## Insurance Binder

**INSURED:**

Ron Clark DBA: Town Taxi  
76 B Belfry Hwy  
Cody, WY 82414

**COVERAGE:**

Public Auto

**POLICY NUMBER:**

70APS067503

**SUBMITTED TO:**

Carol Turgeon  
Wyoming Financial Insurance - Cody  
P O Box 1898  
Cody, WY 82414  
(307) 527-6201  
cturgeon@werccs.com

**RETAIL PRODUCER COMMISSION:** 10%

The coverages described in this quote may not conform to the terms you requested. You are responsible for outlining and explaining to your client the coverages offered, including other options, whether available through RPS or not. The coverage terms attached are not fully described, and no assumption should be made as to the adequacy of coverages offered, as compared to the exposures of your client.

Actual coverage forms are available on request.

Since you are not an agent of the insurer, you cannot bind coverage nor make any commitments on behalf of either the insurer or RPS.



Risk Placement Services, Inc. - Scottsdale

8700 E. Northsight Blvd. Suite 100  
Scottsdale, AZ 85260

Retail Producer:  
Carol Turgeon  
Wyoming Financial Insurance - Cody  
P O Box 1898  
Cody, WY 82414  
Phone: (307) 527-6201  
Fax: (307) 527-6853  
Email: cturgeon@wercs.com

## INSURANCE BINDER

### Proposal Information

Insured Name: Ron Clark DBA: Town Taxi  
Policy Period: 8/25/2016 to 8/25/2017  
Policy Number: 70APS067503  
Insurance Carrier: National Indemnity Company NAIC #: 20087  
Admitted / Non-Admitted: Admitted  
A. M. Best Rating: A++ XV

### Physical Location

3737 Big Horn Ave,  
Cody, WY 82414

### Limits of Insurance

Coverage: Public Auto

\$1,000,000 CSL	Auto Liability - Each Accident
\$1,000,000	Uninsured Motorists
Included	Underinsured Motorists
\$ 5,000	Medical Payments

### Deductible

### Risk/Rating Information

Based on 3 units, 150 Mile Max Radius

## Premium Summary

Premium \$7,807.00

Tax State (or home state): WY

The State Surplus Lines Notice applies only if Insurance Carrier is shown as Non-Admitted in the Binder Information Section.

This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association.

Ronda Lofton  
8700 E. Northsight Blvd. #100  
Scottsdale, AZ

TOTAL CHARGES \$7,807.00

## Coverage Notes

After binding, flat cancellation is not permitted.

## Forms / Endorsements

See attached Forms List for terms, conditions and exclusions.

## Terms & Conditions

Specifically Described Autos only (Symbol 7)  
Stated Amount Physical Damage (or Actual Cash Value if less)  
Subject to clean MVR(s), any citations will increase premium.  
Drivers Must Have 2 Years Experience in Similar Units, Be 25+ Years old  
Drivers must be reported on date of hire  
EARLIEST DATE CARRIER WILL EXECUTE FILINGS IS THE DAY AFTER BIND REQUEST IS RECEIVED  
IN OUR OFFICE.

\*\*\*Subject to Clean MVRs (see above) and no prior losses\*\*\*

**→ When requesting a policy change, addition, cancellation, endorsement, etc., you must provide every policy number/coverage to which the request applies.**

# NEED A RIDE?

**(307) 250-**

**PROMPT RELIABLE 24hr SERVICE**

## **RATES**

<b><u>IN TOWN:</u></b>	<b>1 PERSON \$8</b>
	<b>2 OR MORE PEOPLE \$12</b>
<b><u>OUT OF TOWN:</u></b>	<b>1 PERSON \$5 PICK UP FEE</b>
	<b>PLUS \$1 PER MILE UP TO 15 MILES</b>
	<b>2 OR MORE PEOPLE \$10 PICK UP FEE</b>
	<b>PLUS \$1 PER MILE UP TO 15 MILES</b>

## **AIRPORT RATES**

<b><u>IN TOWN:</u></b>	<b>\$15 PICK UP FEE</b>
<b><u>OUT OF TOWN:</u></b>	<b>\$15 PICK UP FEE PLUS \$1 PER MILE UP TO 15 MILES</b>

## **ADDITIONAL RATES**

<b><u>WAIT TIME:</u></b>	<b>\$1 PER MINUTE</b>
<b><u>ADDITIONAL STOPS:</u></b>	<b>\$2 EACH STOP</b>

**DISCOUNTS AVAILABLE FOR LOCALS,  
SENIORS OVER 55 & MILITARY**

**WE ALSO HONOR THE "TIPSY TAXY" PROGRAM**

MEETING DATE:	OCTOBER 4, 2016
DEPARTMENT:	COMMUNITY DEVELOPMENT
PREPARED BY:	TODD STOWELL
CITY ADM. APPROVAL:	_____
PRESENTED BY:	TODD STOWELL

**AGENDA ITEM SUMMARY REPORT**  
**An Ordinance to Vacate, Abandon, and Convey a Portion of**  
**the North Frontage Road right-of-way adjacent to**  
**225 W. Yellowstone Avenue**

**ACTION**

Public Hearing and First Reading of an ordinance to vacate, abandon and convey the North Frontage Road right-of-way in front of the Sandhill Partners, LLC property at 225 W. Yellowstone Avenue.

**BACKGROUND**

Pearre Williams, on behalf of Sandhill Partners, LLC, as owner of 225 W. Yellowstone Avenue (Lot 10 of the DeMaris Subdivision) has submitted an application requesting vacation of the North Frontage Road as it borders the Sandhill Partners property. The North Frontage Road right-of-way is located adjacent to the State Highway 14-16-20 right-of-way and does not contain an improved city street, but does contain utilities. An aerial photo showing the current property lines, city utilities, and easements is shown. The area currently contains a portion of a parking lot. The existing public sidewalk is outside of the North Frontage Road right-of-way. A survey of the proposed vacation is attached.



**ANALYSIS**

Due to the existing utilities, all of the vacated right-of-way will be retained as a utility easement. The transition from a right-of-way to a utility easement effectively means that the City is giving up the option of constructing a public street in the right-of-way. The right-of-way for a frontage road was originally established with the DeMaris Subdivision in February 1965. Since then, the area has developed in a manner that has not utilized the frontage road concept.



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

The property to the west is owned by the City but leased to “Friends of Park County History, Inc.”, a Wyoming nonprofit corporation. It is a 99-year lease that began in 2003. The leased property is served by access at its southwest corner and also has a highway turnout. It does not rely on the North Frontage Road in front of the subject property for access. The subject property itself utilizes access off of DeMaris Street (a.k.a. DeMaris Springs County Road).

An existing Rocky Mountain Power overhead line crossing the east portion of the right-of-way is accommodated by a separate easement, which easement document will also be recorded and is addressed in the ordinance.

Notice of the public hearing was provided by certified mail to neighboring properties within 300 feet (8 total) and by publication in the newspaper on September 15, 2016. As of September 27, 2016, four favorable response letters and no letters of opposition had been received.

### **FUTURE BILLBOARDS**

In an effort to minimize future billboards along this stretch of the entry corridor, staff recommends a limitation that would prohibit installation of future billboards and other forms of off-premise signage on the vacated right-of-way. This restriction has been utilized on other vacated segments of the North Frontage Road, including along the Cody Stampede, Fred-T-Mac and Bill Thielemann properties. The limitation is included in the proposed ordinance.

### **FISCAL IMPACT**

There do not appear to be any direct costs to the City budget in approving the requested vacation. As the right-of-way was originally a donation to the City and the City has not expended any funds to construct a street in the area, legal advice is that no compensation from the property owners for the value of the land is permitted. In essence, the city is simply giving up the right to build a street at that location.

### **ALTERNATIVES**

Approve or deny the first reading of the ordinance.

### **ATTACHMENTS**

Ordinance 2016-16

### **RECOMMENDED MOTION**

Approve Ordinance 2016-16 to vacate the portion of the North Frontage Road right-of-way in front of 225 West Yellowstone Avenue, as requested.

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

**ORDINANCE 2016-16**

**AN ORDINANCE VACATING, ABANDONING AND CONVEYING A PORTION OF THE NORTH FRONTAGE ROAD RIGHT-OF-WAY ADJACENT TO 225 W. YELLOWSTONE AVENUE.**

WHEREAS, pursuant to Wyoming Statute § 15-6-104, the governing body of the City of Cody, Wyoming, may vacate streets or parts thereof;

WHEREAS, Sandhill Partners, LLC as owner of 225 West Yellowstone Avenue (Lot 10 of the DeMaris Subdivision) has submitted an application to vacate the portion of the North Frontage Road right-of-way immediately adjacent to said property, as further depicted on Exhibit A;

WHEREAS, notice of a public hearing before the City Council to consider the vacation request was published in the Cody Enterprise and mailed to owners of property within 300 feet;

WHEREAS, a public hearing was held on October 4, 2016 before the City Council at their regular meeting, as advertised, at which meeting the City Council heard comments from all persons wishing to speak for or against the requested right-of-way vacation;

WHEREAS, the Cody City Council has thoroughly reviewed the matter and deems that it is in the best interest of the public and the City of Cody to vacate and abandon the right-of-way requested, as described in Exhibit A;

BUT RESERVING AND EXCEPTING unto the City of Cody, Wyoming a utility easement over and across all of the right-of-way to be vacated; and,

WHEREAS, the vacation, abandonment and conveyance of the above-described properties is in the best interests of the public and the City of Cody, and will not be injurious, detrimental or inconvenient to the City of Cody, Wyoming or to the public, provided certain conditions are met as outlined below.

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

1. Upon completion of Item #2 below, and simultaneous therewith, the portion of the North Frontage Road right-of-way described in Exhibit A is vacated and abandoned by the City of Cody, Wyoming, excepting and reserving unto the City of Cody a utility easement over, under and across all of said

property. The easement shall include the right of the City of Cody, Wyoming to excavate for, construct, install, operate, maintain, renew, replace, and repair water, sewer, electrical and other utility lines and other appurtenant hardware and fixtures related to such lines and utilities, together with the right of ingress and egress to and over such easement at any time for the purposes of patrolling, inspecting, repairing, building, maintaining and accessing such utility lines and related infrastructure, and further including the right to trim or cut down any trees, vegetation or shrubbery which may interfere with the maintenance or operation of such utility lines and related infrastructure. In addition, the easement shall specifically identify that no buildings or similar structures shall be placed in the utility easement and that all utilities shall be protected and fully accommodated during any development of the property by the landowner. Examples of such accommodations shall include maintaining minimum cover and clearance over and around the utility components, adjusting manholes and valves to any altered grades, and providing concrete collars around any manholes, inlets, or valves in any driving areas.

The Mayor and City Clerk are hereby authorized and directed to convey by Quitclaim Deed the real property described in Exhibit A, reserving unto the City a utility easement as noted above. The deed documents shall be provided by Sandhill Partners, LLC and be recorded with the County Clerk at their expense. Parcel A is to be conveyed to Sandhill Partners, LLC as the adjacent landowner and merged therewith. The parcel of vacated right-of-way is not to be conveyed separately from the property into which it is hereby merged. Furthermore, said deed shall contain a restriction that no billboard or other form of off-premise advertising shall be placed on or above the vacated North Frontage Road right-of-way.

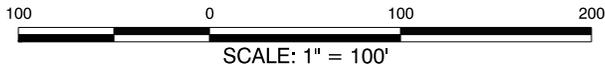
2. Sandhill Partners, LLC shall grant and record a utility easement for PacifiCorp's facilities, as requested by PacifiCorp.

This ordinance shall become effective after final passage and publication in the Cody Enterprise.

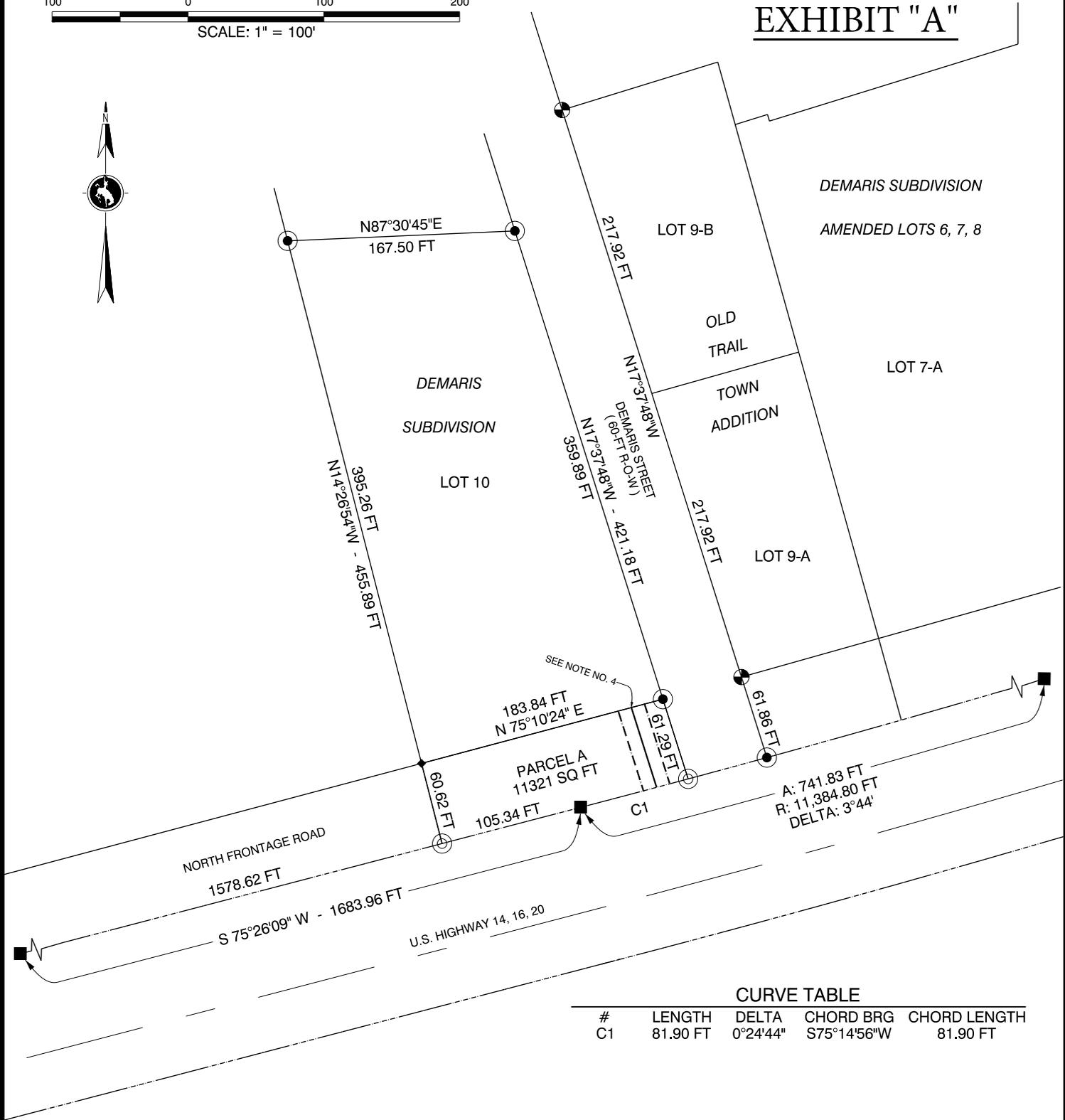
PASSED ON FIRST READING	<u>10/4/16</u>
PASSED ON SECOND READING	_____
PASSED, ADOPTED AND APPROVED ON	_____
THIRD AND FINAL READING	_____

\_\_\_\_\_  
Nancy Tia Brown, Mayor

ATTEST: \_\_\_\_\_  
Cindy Baker, Administrative Services Director



# EXHIBIT "A"



### CURVE TABLE

#	LENGTH	DELTA	CHORD BRG	CHORD LENGTH
C1	81.90 FT	0°24'44"	S75°14'56"W	81.90 FT

### NOTES

1. BEARING BASE IS GEODETIC BASED ON THE WYOMING STATE PLANE COORDINATE SYSTEM, NAD83(2011), WEST CENTRAL ZONE.
2. PARCEL A SHOWN HEREON ARE TO BE SUBJECT TO A PUBLIC UTILITY EASEMENT DEDICATED TO THE CITY OF CODY ENCOMPASSING THE ENTIRETY OF SAID PARCELS.
3. VACATION OF PARCELS A PER CITY COUNCIL ORDINANCE NO. \_\_\_\_\_.
4. A 20 FOOT WIDE POWER EASEMENT BENEFITING PACIFIC POWER AND LIGHT CO., LOCATED WITHIN PARCEL A SHOWN HEREON, SAID EASEMENT BEING 10 FEET EACH SIDE OF A CENTERLINE BEING PARALELL TO AND 24 FEET WEST OF THE WEST RIGHT-OF-WAY OF DEMARIS STREET.

### LEGEND

- PROPERTY BOUNDARY
- US HIGHWAY R-O-W
- R-O-W CENTERLINE
- EASEMENT LINE
- FOUND 2" ALUMINUM CAP
- SET 2" ALUMINUM CAP
- FOUND 3" BRASS CAP
- FOUND R-O-W MONUMENT
- FOUND 5/8" REBAR

### CERTIFICATE OF SURVEYOR

I, BRETT J. FARMER, OF CODY WYOMING, BEING A DULY LICENSED SURVEYOR IN THE STATE OF WYOMING, HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS BASED ON FIELD SURVEY MEASUREMENTS MADE BY ME ON SEPTEMBER 13, 2016 AND THAT IT IS A RECORD OF SURVEY SHOWING A RIGHT-OF-WAY AREA TO BE VACATED WITHIN A PORTION OF NORTH FRONTAGE ROAD LOCATED WITHIN THE DEMARIS SUBDIVISION WITHIN THE CITY OF CODY, PARK COUNTY, WYOMING.

BRETT J. FARMER  
WYOMING REGISTRATION NO. 15644, LS

### RECORD OF SURVEY

SHOWING:

PROPOSED VACATION OF  
CITY OF CODY RIGHT-OF-WAY WITHIN  
A PORTION OF NORTH FRONTAGE ROAD

LOCATED WITHIN DEMARIS SUBDIVISION,  
LOT 72A, RESURVEY T.52N., R.102W., 6TH P.M.,  
CITY OF CODY, PARK COUNTY, WYOMING



SAGE CIVIL ENGINEERING  
AND SURVEYING

2824 BIG HORN AVE.  
CODY, WY 82414  
OFFICE: 307-527-0915  
FAX: 307-527-0916

SEPT. 16, 2016  
BY: DB CHK: BF  
PROJ. # 2016-76  
BK: 1A329 PG: 60