

# City of Cody City Council

## AGENDA

Tuesday, November 1, 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 18, 2016 meeting.
- b. Approve and authorize the Mayor to sign an Amendment to Sale and Purchase Agreement between the Yellowstone Regional Airport Joint Powers Board and Connie Mowatt.
- c. Approval a request from Park County School District #6 to close Beck Ave from 9<sup>th</sup> to 10<sup>th</sup> Street from 6 a.m. to noon to accommodate parking for the Veterans Day program. The City will provide the barricades and signage with school staff providing the placement and removal.
- d. Approve a request from the Cody Events Committee to close Sheridan Avenue from 9<sup>th</sup> Street to 14<sup>th</sup> Street on Saturday, December 3rd from 5:00 p.m. to 9:00 p.m. for the annual Cody Country Christmas Celebration, event starting at 6:00 p.m. and sponsor cost in the amount of \$2,733.23 associated with this event with cost being allocated from the Lodging Tax.
- e. Approve and authorize the Mayor to sign a Lease Agreement between the City of Cody and the Cody Cupboard contingent upon review and approval by City Attorney.

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

### 3. Public Hearing

### 4. Conduct of Business

- a. Approval of vouchers and payroll in the amount of \$801,651.45.
- b. RESOLUTION 2016-18**

**A RESOLUTION APPROVING AN EXTENSION TO THE  
BANKING SERVICES AGREEMENT BETWEEN THE CITY OF  
CODY AND WELLS FARGO BANK**

Staff Reference: Leslie Brumage, Finance Officer

- c. Award Bid 2016-16 to Harris Trucking and Construction in the amount of \$2,991,011 for the Wastewater Treatment Facility Pretreatment, Building Embankment and Ancillary Feature and authorize the Mayor to sign a contract with said firm subject to review and approval by the City Attorney.

Staff Reference: Steve Payne, Public Works Director

- d. Consider approving Change Order #2 in the amount of \$6,230 for the public improvement project at the Park Shop and authorize the Mayor to sign documents relating to this Change Order.

Staff Reference: Rick Manchester, Parks, Public Facilities & Recreation Director

- e. Consider approving 2016-17 Proposed Urban Deer Reduction Plan.

Staff Reference: Chuck Baker, Chief of Police

- f. **ORDINANCE 2016-16 –THIRD AND FINAL 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:**

**November 10, 2016 – Thursday – Special Work Session 4:15 p.m.**  
**November 15, 2016 – Tuesday – Regular Council Meeting 7:00 p.m.**

**City of Cody**  
**Council Proceedings**  
**Tuesday, October 18, 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 18, 2016 at 7:00 p.m.

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

Absent: Mayor Brown and Council Member Steve Miller

Council Vice President Greer called the meeting to order at 7:00 p.m.

Council Member Fritz made a motion seconded by Council Member Wolz to approve the agenda as amended to reduce the Vouchers and Payroll total to \$1,573,307.14. Vote was unanimous.

Council Member Fritz made a motion seconded by Council Member Anderson to approve the consent calendar which includes approval of Minutes – Regular Minutes from October 4, 2016 meeting; approval of vouchers and payroll in the amount of \$1,573,307.14; 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.; 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 and 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. Vote was unanimous.

Council Member Ballinger made a motion seconded by Council Member Fritz to approve a Taxi License to Ron Clark dba Town Taxi through December 31, 2016. Vote was unanimous.

**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.**

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

There being no further action Vice President Greer adjourned the meeting at 7:14 p.m.

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Vice President Landon Greer

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Cynthia Baker, Clerk

## SALE AND PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of October, 2016, by and between Connie Lynn Mowatt of Cody, Wyoming, hereinafter referred to as SELLER, and Yellowstone Regional Airport Joint Powers Board, a Wyoming joint powers board, hereinafter referred to as PURCHASER,

### WITNESSETH:

That the SELLER does hereby, for herself and for her heirs, executors, administrators and assigns, offer to convey and assure to said PURCHASER by a good and sufficient warranty deed, the following described real estate, situated in Park County, State of Wyoming, subject to the terms and conditions set forth herein, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Tract 13, McMILLIN SUBDIVISION, according to the Plat recorded in Book "C" of Plats, Page 30, according to the records of the County Clerk and Recorder of Park County, State of Wyoming.

EXCEPTING THEREFROM the following described property:

A tract of land within Tract 13 McMillin Subdivision, more particularly described as follows:

BEGINNING at the southeast corner of said Tract 13; thence S. 89°52' W. along the south line of Tract 13 for a distance of 550.35 feet; thence N. 52°13' E. for a distance of 302.45 feet to the north line of Tract 13; thence N. 89°48' E. along the north line of Tract 13 for a distance of 267.4 feet to the northeast corner of Tract 13; thence S. 13°25' E. along the east line of Tract 13 for a distance of 190.0 feet to the POINT OF BEGINNING.

Together with all improvements thereon and appurtenances and hereditaments thereunto or in anywise appertaining.

SUBJECT to taxes for 2016 and to all taxes and assessments, including all irrigation district taxes and assessments, for all subsequent years, and to easements, rights-of-way and reservations of record and as appear upon the premises.

This offer is made upon the terms and conditions following:

1. The purchase price to be paid for the above-described real property is seventy thousand dollars (\$70,000.00), which shall be paid in full at closing.
2. SELLER shall provide to PURCHASER a title insurance commitment. PURCHASER shall report in writing their valid objections, if any, to the title, which report shall be delivered to SELLER or SELLER'S attorney within fifteen (15) days after receipt of the title commitment by PURCHASER. The cost of SELLER'S title insurance shall be paid one-half by SELLER and one-half by PURCHASER no later than on the day of closing.
3. If the sale of the property is not consummated by reason of the failure of PURCHASER to complete payment, as set forth above, then at the SELLER'S option the SELLER may terminate this contract, and all rights of PURCHASER hereunder shall terminate. In such an event, PURCHASER shall reimburse SELLER for SELLER'S portion of the cost of title insurance.
4. If SELLER is unable to adequately address the valid objections of PURCHASER to the title, this agreement shall terminate.

5. Taxes for the current tax year shall be pro-rated between SELLER and PURCHASER as of the date of delivery of the deed and payment of the balance of the purchase price.

6. SELLER shall pay for preparation of a warranty deed to be delivered to PURCHASER and shall pay for any documents or the recording of any documents which are necessary to give clear title to PURCHASER. PURCHASER shall pay for the recording of the warranty deed it receives..

7. Closing shall occur on or before November 25, 2016, and possession of the premises shall be delivered to PURCHASER at the time of closing. Closing costs shall be divided equally between SELLER and PURCHASER.

8. Time is of the essence of this agreement. In the event that either the SELLER or PURCHASER shall fail to complete one or more of the terms and conditions of this agreement within the time herein provided or if no time is otherwise specified, then within a reasonable time, the nondefaulting party may, at its option, declare in writing this agreement void and of no further force and effect, having first given the other party notice of the default and a reasonable opportunity to cure, and both parties shall thereafter be released from all obligations hereunder.

9. PURSUANT to W.S. '34-1-151, purchaser hereby waives disclosure of:

- a. Whether the real property described herein is a unified estate.
- b. If fee ownership of the underlying mineral estate has in any way been severed in the chain of title from the surface estate.
- c. The availability and location of public utilities.

- d. The name of the entity that maintains the roads and the level of maintenance available.
- e. The availability of water and sewer infrastructure.
- f. The availability of fire protection services; and
- g. The existence and location of any easements across the land known

to the seller or recorded in the records of the county clerk.

10. PURCHASER, by its execution of this agreement, accepts this offer upon the terms and conditions herein set forth.

EXECUTED this \_\_\_\_\_ day of October, 2016, at Powell, Wyoming.

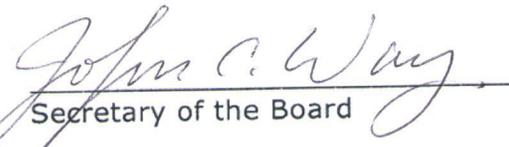
**SELLER:**

**PURCHASER:**

YELLOWSTONE AIRPORT JOINT  
POWERS BOARD:

  
\_\_\_\_\_  
CONNIE LYNN MOWATT

By:   
\_\_\_\_\_  
Chairperson

  
\_\_\_\_\_  
Secretary of the Board

## **AMENDMENT TO SALE AND PURCHASE AGREEMENT**

This Amendment modifies that Sale and Purchase Agreement (the Agreement) between Yellowstone Regional Airport Joint Powers Board (YRA), as Purchaser, and Connie Lynn Mowatt, as Seller, for the sale and purchase of certain real property in Park County, Wyoming. This amendment shall modify the name of the Purchaser of the property. The Purchaser shall be the City of Cody, Wyoming, a municipal corporation in Wyoming. Wherever the term "PURCHASER" shall appear in the Agreement, the term "PURCHASER" shall refer to the City of Cody, Wyoming.

The parties understand that although the City of Cody, Wyoming shall purchase the property, and shall hold title to the property identified in the Agreement, YRA shall pay the full amount of the sales price for the property identified in Paragraph 1 of the Agreement. In addition, the City of Cody shall acquire the property specifically for the purpose of allowing such property to be maintained and operated by YRA for aviation purposes as part of the Yellowstone Regional Airport, together with other property which the City of Cody owns, and which YRA maintains and operates as part of such airport.

In all other respects, except as modified by this Amendment, the Sale and Purchase Agreement identified above shall remain in full force and effect.

Dated this \_\_\_\_ day of October, 2016.

**PURCHASER:**

**CITY OF CODY, WYOMING:**

By: \_\_\_\_\_

Mayor Nancy Tia Brown

Attest: \_\_\_\_\_

Cynthia D. Baker, Clerk

**YELLOWSTONE REGIONAL AIRPORT:**

By: \_\_\_\_\_

Chairman

Attest: \_\_\_\_\_

Secretary

**SELLER:**

 SCOTT ROBINSON on behalf of Connie Mowatt  
Connie Lynn Mowatt Through my Power of Attorney

# City of Cody Agenda Request Form

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

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

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Name of person to appear before the Council Tammy Pearson-Horner  
 Organization Represented Park County School District #6 Music Teacher  
 Date you wish to appear before the Council whenever you can fit m in  
 Mailing Address 2901 Cougar Ave Telephone (cell) 307-250-8980  
 E-Mail Address tammypearsonhorner@park6.org  
 Preferred form of contact: Telephone either E-Mail either  
 Names of all individuals who will speak on this topic Tammy Pearson-Horner  
 Event Title (if applicable) All-City Veteran's Day Program  
 Date(s) of Event (if applicable) November 11<sup>th</sup>, 2016  
 Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) We are requesting that 9<sup>th</sup> street (between Sheridan Ave and Beck) and Beck Ave (between 8<sup>th</sup> st and 10<sup>th</sup>) be blocked off from 6am - noon on Veterans Day so that we can easily transport the elderly from the shuttle bus at the Pecow land so they can park close to CHS gym).  
 Which City employee(s) have you spoken to about this issue? only Barb to find out how to get this request firm  
 Signature Tamara Pearson Horner Date 19 Aug 16

MEETING DATE: November 1, 2016
DEPARTMENT: ADMIN
PREPARED BY: Cindy Baker
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____
PRESENTED BY: Cindy Baker

## **AGENDA ITEM SUMMARY REPORT**

### **Christmas Parade Closure of Sheridan Avenue**

#### **BACKGROUND**

The Cody Events Committee is seeking permission to hold the Annual Cody Country Christmas Celebration in downtown Cody on Saturday, December 3, 2016.

#### **SUMMARY**

The Cody Events Committee is seeking permission to hold the Annual Cody Country Christmas Celebration on Sheridan Avenue on Saturday, December 3, 2016, with the event starting at 6:00 p.m. The event will consist of a downtown stroll, carolers, wagon rides, warming barrels and lighted Christmas Parade. The lighted entries in the parade include horses, pedestrians, trailers, floats and trucks. **The request is to close Sheridan Avenue from 9<sup>th</sup> Street to 14<sup>th</sup> Street to traffic starting the street closure at 5:00 p.m.** The committee is going with a new approach with the parade beginning at 6:00 p.m. After the parade, there will be hayrides, festival of trees at participating businesses and other events all culminating with an Advent Services at the Silver Dollar's outdoor stage area. This service would start at 8 p.m. and Sheridan Avenue re-opening after this event by 9:00 p.m.

The Cody Events Committee is requesting that the Council sponsor cost in the amount of \$2,733.23 in labor and equipment cost for the City to assist in this closure, if approved the cost would be paid for out of the Lodging Tax Fund. For information on the parade route and staging areas, please refer to the attachments for the Traffic Control Plan and Parade Map. The group has obtained and provided event insurance and will be completing and requesting permission from WYDOT to close the state highway for this event.

#### **FISCAL IMPACT**

Since this event is scheduled on a weekend, the City of Cody will incur overtime costs for personnel setting up the staging area, working traffic control duties during the parade and cleaning the streets at the conclusion of the parade.

#### **ALTERNATIVES**

1. Approve as requested and sponsor \$2,733.33 out of the Lodging Tax Funds,
2. Deny the request.

#### **RECOMMENDATION**

#### **ATTACHMENTS**

1. Agenda Request
2. Christmas Parade Downtown Street Closure Map



WYOMING DEPARTMENT OF TRANSPORTATION  
Special Event Application

APPLICATION

Event Name Annual Lighted Christmas Parade Event Date 12/03/16  
Type of Event: Parade  
Event Director or Organizer Kenny Lee/Tina Hoebelheinrich Telephone 307-587-2777  
Address 836 Sheridan Ave Email exec@codychamber.org  
Club Affiliation or Sponsor Cody Events Committee/Chamber of Commerce Estimated Number of Participants 1-1000

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

I (we) The Cody Events Committee/Chamber of Commerce hereby make application for a special permit upon the right-of-way of:

highway 14/16/20 between milepost 9th (51.69) and milepost 14th (52.18)  
highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_  
on December 3, 2016 between 5pm and 9pm  
Date Time Time

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

EVENT DESCRIPTION (Attach event map): The Purpose of this closure is to allow activities to take place in conjunction with our annual Christmas Stroll and Parade. Activities will include carolers, burn barrels dancers, etc. The parade starts at 6pm and will end before 8pm. Events will conclude with an Advent service at 8pm.

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

WYOMING DEPARTMENT OF TRANSPORTATION  
Special Event Application

APPLICATION

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

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

Tina Hoebelhenrich  
Name (Please Print)  
*Tina Hoebelhenrich*  
Signature  
10/25/16  
Date (Minimum of 60 days prior to event)

836 Sheridan Ave  
Address  
Cody, WY 82414  
City, State and Zip  
307. 587. 2111  
Telephone

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

Approved by city or town if applicable

Approved by county if applicable

\_\_\_\_\_  
Name/Title (Please Print)  
\_\_\_\_\_  
Signature/Title  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State and Zip  
\_\_\_\_\_  
Telephone

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Name/Title (Please Print)  
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Signature/Title  
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Date  
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Address  
\_\_\_\_\_  
City, State and Zip  
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Telephone

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\*\*\*\*\*

Name of person to appear before the Council Tina Hoebelheinrich

Organization Represented Cody Country Chamber of Commerce

Date you wish to appear before the Council \_\_\_\_\_

Mailing Address 836 Sheridan Ave, Cody WY 82414 Telephone 307-586-1571

E-Mail Address exec@codychamber.org

Preferred form of contact: Telephone 307-586-1571 E-Mail exec@codychamber.org

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

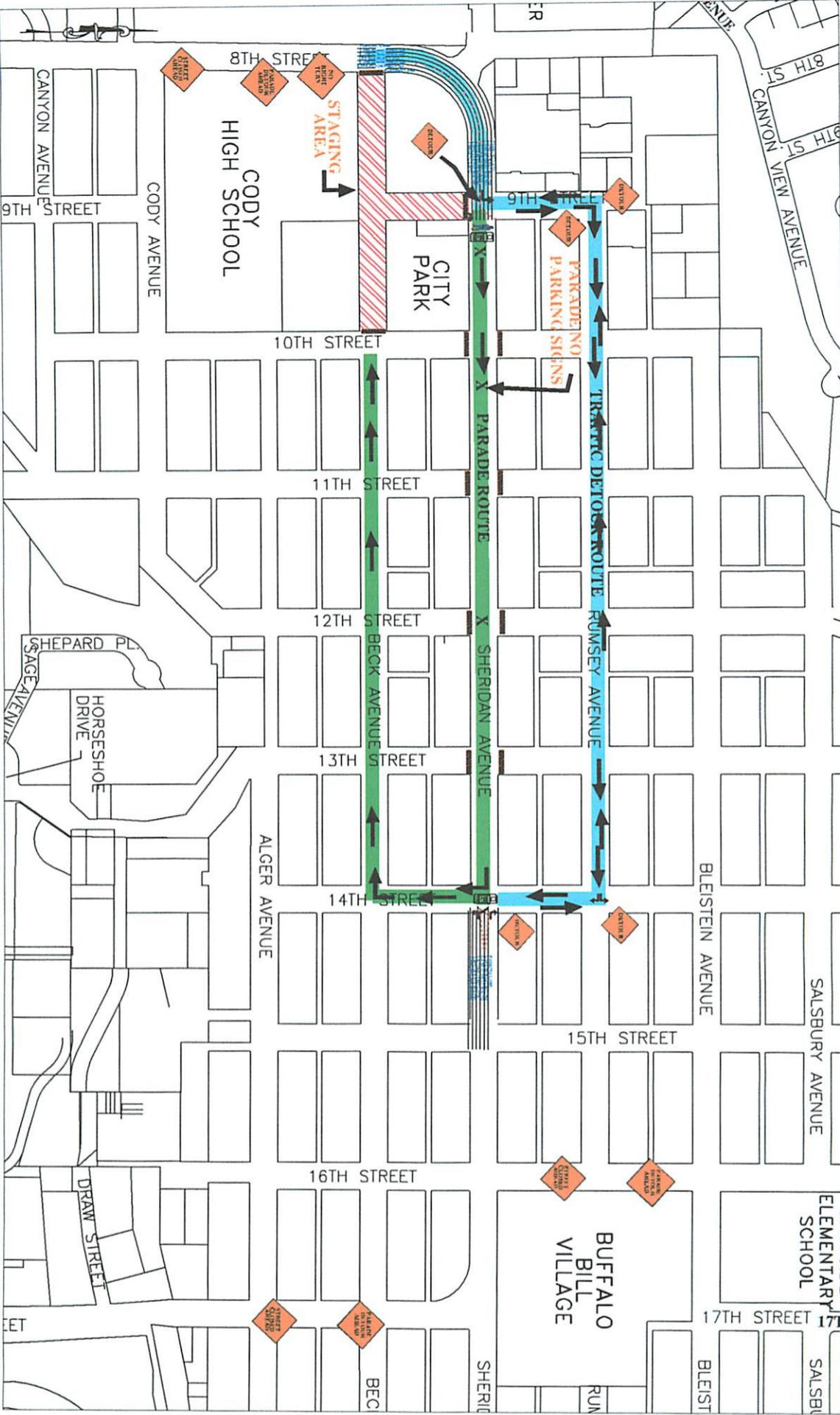
Event Title (if applicable) Holiday Parade

Date(s) of Event (if applicable) 12-3-2016

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) The purpose of the closure is to allow activities to take place in conjunction with the annual Christmas Stroll and parade. Activities will include carolers, burn barrels, dancers etc. The closure starts at 5pm and will end at 9pm with the majority of the events from 5-9 pm.

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

Signature Tina Hoebelheinrich Date 10/25/2016



SCALE: NOT TO SCALE

CHRISTMAS PARADE ROUTE 2012

## LEASE

THIS LEASE is made and entered into this \_\_\_\_ day of November, 2016, by and between the City of Cody, a Wyoming municipal corporation, hereinafter referred to as CITY, and Cody Cupboard of Cody, Wyoming, a Wyoming, non-profit corporation, hereinafter referred to as LESSEE:

### WITNESSETH

For good and valuable consideration, including but not limited to the promises and covenants herein made by each party below, the CITY hereby leases to LESSEE the following-described property, to-wit:

The western 150 feet(???) of that property described as a 200 foot by 400 foot Tract in Block 1, second addition [to the town of Cody???] CHECK LEGAL DESCRIPTION WITH DEED – 11-15-1991

INCLUDING the building and parking lot lies on the western 100 feet of the above described lot.

1. TERM OF LEASE. LESSEE shall be entitled to lease said PREMISES commencing on November 1, 2016, and continuing through October 31, 2017. The “first lease year” of this lease shall be deemed to begin November 1, 2016, and end October 31, 2017. The “second lease year” shall begin November 1, 2017 and end October 31, 2018.

2. OPTION TO RENEW. If at the expiration of the above-mentioned term of this Lease, the LESSEE has complied in all respects with the agreements, conditions and terms of this Lease, the parties may agree to extend the term of this Lease for additional one- year periods upon the same terms and conditions described in this Agreement.

3. RENT.

A. During the first and second terms of this Lease, LESSEE shall not pay rent to the CITY. The parties understand that the CITY is allowing LESSEE’S use of the property without payment of rent in consideration of LESSEE’S payment of all expenses associated with operating and

maintaining the building, and in consideration of LESSEE providing necessary support and assistance for financially disadvantaged individuals and families of the Cody community.

B. Beginning with the term which commences November 1, 2018, the CITY may charge rent to LESSEE. If the CITY wishes to charge rent to LESSEE, the CITY shall give written notice to LESSEE no less than sixty (60) days prior to the end of the then existing term of the lease, and LESSEE shall have an opportunity to accept or reject such proposed rent. If LESSEE rejects such rent proposal, the parties may negotiate a different rental amount. If the parties are unable to agree upon a rental amount on or before October 15, the lease shall terminate at the end of the term.

4. UTILITIES. LESSEE agrees to pay all public utilities, including but not limited to electricity, water, sewer and solid waste, for the PROPERTY when due and payable. LESSEE further agrees to maintain a minimum daytime temperature within the PROPERTY of 65 degrees and a minimum nighttime temperature within the PROPERTY of 55 degrees.

5. CONDITION OF PROPERTY. LESSEE acknowledges that they have examined and know the condition of the PROPERTY, and the building and improvements thereon, and agree that they have been received in good condition and in good order and repair, and that no representations as to the condition or repair thereof have been made by the CITY or by anyone representing the CITY.

6. MAINTENANCE AND REPAIR. LESSEE covenants and agrees to keep PROPERTY in good condition and safe and proper repair, and in clean and tenable order during the term of this Lease, free from encumbrances. All repairs shall be equal in quality to the original work and accomplished in a timely manner. At the expiration of this Lease or upon termination as herein provided, the LESSEE shall surrender the leased PROPERTY in as good condition as it was in at the beginning of the term, reasonable

wear and tear and damages by the elements excepted. All costs maintenance and repairs to the leased property shall at all times be the responsibility of LESSEE. This provision shall survive the termination of this lease.

7. IMPROVEMENTS OR ALTERATIONS. No alteration, addition or improvement to the leased PROPERTY shall be made by LESSEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld. The costs of any and all alterations, additions and improvements shall be the responsibility of LESSEE. Any fixtures installed as a part thereof shall, at CITY's OPTION, become the property the CITY upon the expiration or other sooner termination of this Lease, provided, however, that the CITY shall have the right to require LESSEE to remove such fixtures at LESSEE's expense upon termination of the Lease. Notwithstanding anything to the contrary herein, LESSEE may remove any fixture placed on the premises by LESSEE so long as any damage caused by such removal is repaired by and at LESSEE's expense.

8. RIGHT OF ENTRY. The CITY or their representative may enter the leased PROPERTY at any reasonable time for the purpose of inspection of the leased PROPERTY, performing any work which the CITY elects to undertake, exhibit the leased PROPERTY for sale, lease, mortgage financing or posting notices of non-responsibility under any mechanics lien law.

9. USE OF PREMISES. LESSEE agrees that the PROPERTY is leased for the purpose of storing and organizing food for needy people of Park County, Wyoming. LESSEE agrees that they will not make any other use or unlawful use of the PROPERTY. CITY hereby agrees not to unreasonably withhold consent to other lawful uses which would not increase the wear and tear or increase risk of damages to the premises.

10. SIGNAGE. All signage shall comply with City of Cody ordinances and regulations.

11. SUBLETTING AND LIENS. LESSEE shall not assign, mortgage or encumber this Lease or sublet the PROPERTY and improvements or any part thereof without the prior written consent of the CITY.

12. COMPLIANCE WITH LAWS. LESSEE shall comply at all times with all

federal, state, county and municipal statutes, laws, ordinances, rules, regulations or requirements concerning the use and occupancy of the PROPERTY and save the CITY harmless from all fines, penalties, costs, claims, liabilities, loss or damage for violation or noncompliance with the same.

13. LIABILITY FOR INJURY OR DAMAGE. The CITY, except for its own or its employees' negligence, shall not be liable for injury or damage to any person or property occurring within or on the leased PROPERTY. LESSEE agrees to indemnify, save and hold harmless CITY from any claims for personal injury or property damage incurred in or on said PROPERTY by any employees, agents, servants, guests or invitees of LESSEE. Provided further, that if CITY shall be required to pay a sum of money for property damage or personal injury resulting from LESSEE's use of the property, or resulting from any negligent act, error or omission of LESSEE or LESSEE's employees, agents, servants, guests or invitees, the amounts paid by CITY, together with all costs, damages and reasonable attorney=s fees, shall be considered additional rent due in the month succeeding such payment, collectable at such time or upon expiration or termination of this Lease as herein provided, whichever shall first occur.

14. INSURANCE. LESSEE shall secure and maintain at LESSEE's cost and expense during the full term of this Lease and any extension or renewal thereof, public liability and property damage insurance issued by an insurance company approved by CITY, against all liabilities arising on account of injuries to all persons caused directly or indirectly by the use, disuse or operation of the leased premises by LESSEE or LESSEE's employees, agents, customers and invitees, including the interior and exterior of said premises and including all adjacent sidewalks, entry ways, hallways and stairways in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The proper evidence thereof shall be submitted by LESSEE to CITY when and at such times as such policies are issued and renewed. Should LESSEE fail to obtain or maintain any such insurance, CITY, at its option, may procure such insurance and maintain the same in force and any sum paid out by CITY for any such insurance shall be repaid by LESSEE to CITY as so much additional rent on

or before the next day after the payment thereof by CITY.

LESSEE shall at all times during the term hereof maintain in effect a policy or policies of fire insurance covering the premises. CITY WILL NOT INSURE LESSEE's personal property. LESSEE shall keep and maintain proper fire and extended coverage insurance on all contents belonging to LESSEE within the leased PROPERTY.

15. DEFAULT. LESSEE agrees that in the event that LESSEE shall fail to make payment at the time and in the manner herein prescribed, or shall fail to strictly comply with the other conditions and covenants herein contained, or shall file a petition in bankruptcy, or shall have a petition in bankruptcy filed against LESSEE, or shall make an assignment of the benefit of creditors, such act or acts shall constitute a default hereunder. Provided further, that upon the occurrence of any such default, CITY may, at its option terminate this Lease by delivering or posting written notice to LESSEE specifying the date of termination, which date shall be no earlier than twenty (20) days after delivery of said written notice. LESSEE shall have twenty (20) days after delivery of such notice to cure default.

16. REMEDIES. Upon termination of this Lease pursuant to Article 15 above, LESSEE shall:

A. Peacefully surrender the leased PROPERTY to CITY and LESSEE agrees that if it should become necessary for CITY to employ an attorney to affect any of the CITY's rights in the event of LESSEE's default hereunder, LESSEE shall pay CITY's reasonable attorney's fees incurred thereby.

B. No such termination of this Lease shall relieve LESSEE of its liability and obligations under this Lease, and such liability and obligations shall survive any such termination. In the event of any such termination, LESSEE shall continue to pay to CITY the monthly rental amount as provided for herein.

D. No waiver at any time of the right to terminate this Lease shall impair the right of CITY to insist upon such termination in the event of the CITY subsequently acquiring such right, nor shall the acceptance of rent at any time constitute such waiver or waiver of damages.

17. MODIFICATION. No provision of this Lease shall be waived, altered

amended or modified except by written endorsement hereon or attached hereto and signed by CITY and LESSEE.

18. DESTRUCTION OF PREMISES. In the event that the leased premises are damaged or destroyed by fire or other cause to such an extent that the same cannot, with reasonable diligence, be repaired to the condition said premises were in immediately prior to the happening of such an event within ninety (90) days from the date such damage or destruction strikes, or in the event the loss payable under the terms of the fire insurance policies herein above provided is insufficient to reconstruct the demised premises to approximately the same condition said premises were in immediately prior to the happening of such event, then this Lease shall terminate as of the date of such damage or destruction and the rent shall be apportioned pro rata. Provided further, in the event that said premises are damaged to such an extent that they can be repaired or replaced with reasonable diligence within ninety (90) days after such damage or destruction, or if the loss payable under the terms of said fire insurance policies on said premises are sufficient to complete the reconstruction of the premises to the approximate condition that the said premises were prior to the happening of such event, then CITY shall cause such damage to the building to be repaired at LESSEE'S expense. During the period of such reconstruction the rent shall be abated in the event that LESSEE cannot conduct their business in the demised premises.

19. CITY'S OBLIGATION. CITY covenants and agrees, at LESSEE'S cost and expense, to keep the roof, mechanical, electrical and structural portions of the building of which the demised premises are a part, in good repair and condition. CITY shall arrange for such work to be performed, and LESSEE shall reimburse CITY for any and all costs associated with such work, materials, labor and all other costs, fees and expenses associated with such work. Such reimbursement shall be due within thirty (30) days of when demand is sent by CITY to LESSEE. Provided however, CITY shall not be held liable for damage by reason of any latent or other defect in the demised premises, nor shall CITY be liable for any damage to the goods of LESSEE caused by leakage or stoppage of steam, water, gutter, sewer or drain pipes or from any other cause

whatsoever.

20. **NOTICES.** Any notice given under the terms of this Lease shall be deemed given five (5) days after depositing said notice in United States Postal Service or when hand delivery of such notice is made or when posted on LESSEE'S door. For the purposes of delivery, CITY's address is 1338 Rumsey Avenue, Cody, Wyoming 82414.

21. This Lease binds upon and inures to the benefit of the heirs, legatees and beneficiaries of CITY and LESSEE.

22. Nothing in this agreement shall be construed to act as a waiver of the CITY's sovereign immunity and governmental immunity provided to the CITY under federal and state law. Nor shall this agreement be construed as a waiver of the protections, limitations and defenses available to CITY under the law. The CITY expressly reserves the right to assert immunity as a defense to any claim arising under this agreement.

EXECUTED this \_\_\_\_ day of November, 2016.

LESSOR:

**CITY OF CODY, WYOMING**  
A Wyoming Municipal Corporation

ATTEST:

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

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Service Officer

LESSEE:

Cody Cupboard of Cody, Wyoming,  
A Wyoming non-profit corporation:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>ADVANCED INFO SYSTEMS</b>					
<b>129162</b>					
13358	CYCLE 1 OUTSOURCE BILLS	10/12/2016	4.13	.00	1016
13358	CYCLE 1 OUTSOURCE BILLS	10/12/2016	49.55	.00	1016
13358	CYCLE 1 OUTSOURCE BILLS	10/12/2016	70.20	.00	1016
13358	CYCLE 1 OUTSOURCE BILLS	10/12/2016	28.90	.00	1016
13358	CYCLE 1 OUTSOURCE BILLS	10/12/2016	260.14	.00	1016
Total :			412.92	.00	
Total 129162:			412.92	.00	
<b>ADVANCED TRAFFIC PRODUCTS</b>					
<b>131006</b>					
0000016585	TRAFFIC SIGN UPGRADE	10/18/2016	10,978.00	.00	1016
Total :			10,978.00	.00	
Total 131006:			10,978.00	.00	
<b>ALLELY, DYLAN</b>					
<b>131008</b>					
14.0800.30	DEPOSIT REFUND	10/21/2016	47.12	.00	1016
Total :			47.12	.00	
Total 131008:			47.12	.00	
<b>AMERICAN WELDING &amp; GAS, INC.</b>					
<b>128592</b>					
04329484	WELDING SUPPLIES	09/30/2016	23.95	.00	1016
04329485	SUPPLIES	09/30/2016	53.95	.00	1016
04329486	CARBON DIOXIDE	09/30/2016	23.95	.00	1016
Total :			101.85	.00	
Total 128592:			101.85	.00	
<b>ANIXTER, INC.</b>					
<b>130622</b>					
3288382-05	SYSTEM UPGRADE	10/19/2016	737.08	.00	1016
3302266-00	Vault, 3 phase fuse cab	10/11/2016	815.64	.00	1016
3318921-00	BEACON HILL	10/05/2016	159.84	.00	1016
3355659-00	Elbow, 1/0 strd 200 amp	10/05/2016	951.54	.00	1016
Total :			2,664.10	.00	
Total 130622:			2,664.10	.00	
<b>BAILEY ENTERPRISES INCORPORATED</b>					
<b>130546</b>					
101516	Unleaded Fuel	10/18/2016	443.83	.00	1016
101516	Unleaded Fuel	10/18/2016	39.07	.00	1016
101516	Unleaded Fuel	10/18/2016	1,158.99	.00	1016
101516	Diesel Fuel	10/18/2016	141.08	.00	1016
101516	Unleaded Fuel	10/18/2016	312.23	.00	1016
101516	Unleaded Fuel	10/18/2016	58.11	.00	1016
101516	Unleaded Fuel	10/18/2016	48.32	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
101516	Diesel Fuel	10/18/2016	925.50	.00	1016
101516	Unleaded Fuel	10/18/2016	280.88	.00	1016
101516	Diesel Fuel	10/18/2016	2,000.89	.00	1016
101516	Unleaded Fuel	10/18/2016	50.91	.00	1016
101516	Diesel Fuel	10/18/2016	63.91	.00	1016
101516	Unleaded Fuel	10/18/2016	110.05	.00	1016
101516	Diesel Fuel	10/18/2016	169.04	.00	1016
101516	Unleaded Fuel	10/18/2016	110.38	.00	1016
101516	Diesel Fuel	10/18/2016	350.08	.00	1016
101516	Unleaded Fuel	10/18/2016	318.62	.00	1016
Total :			6,581.89	.00	
Total 130546:			6,581.89	.00	
<b>BERNET, KRISTEN</b>					
<b>131014</b>					
13.0660.32	DEPOSIT REFUND	10/12/2016	137.77	.00	1016
Total :			137.77	.00	
Total 131014:			137.77	.00	
<b>BIOLYNCEUS, LLC</b>					
<b>126954</b>					
6365	BIO-SCRUBBER II	10/06/2016	7,405.20	.00	1016
Total :			7,405.20	.00	
Total 126954:			7,405.20	.00	
<b>BLOOMER, NORMA</b>					
<b>131011</b>					
13.1920.31	DEPOSIT REFUND	10/14/2016	12.70	.00	1016
Total :			12.70	.00	
Total 131011:			12.70	.00	
<b>BLUE CROSS BLUE SHIELD OF WYOMING</b>					
<b>1360</b>					
101716	HEALTH INS	10/17/2016	111,646.30	.00	1016
101716	HEALTH INS	10/17/2016	1,310.04	.00	1016
Total :			112,956.34	.00	
Total 1360:			112,956.34	.00	
<b>CHUCK'S SIGN CO, LLC</b>					
<b>130830</b>					
1415-9	REFUND OVERPAYMENT ON PERMIT 1415-9	10/25/2016	111.00	.00	1016
Total :			111.00	.00	
Total 130830:			111.00	.00	

	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
2260	10252016	Utilities	10/25/2016	770.47	.00	1016
	10252016	Utilities	10/25/2016	8,694.26	.00	1016
	10252016	Utilities	10/25/2016	1,992.41	.00	1016
	10252016	Utilities	10/25/2016	2,975.96	.00	1016
	10252016	Utilities	10/25/2016	8,927.87	.00	1016
	10252016	Utilities	10/25/2016	1,199.35	.00	1016
	10252016	Utilities	10/25/2016	308.92	.00	1016
	10252016	Utilities	10/25/2016	430.50	.00	1016
	10252016	Utilities	10/25/2016	6,339.57	.00	1016
	10252016	Utilities	10/25/2016	16,125.40	.00	1016
	10252016	Utilities	10/25/2016	493.97	.00	1016
	10252016	Utilities	10/25/2016	2,311.83	.00	1016
	10252016	Utilities	10/25/2016	32.93	.00	1016
	10252016	Utilities	10/25/2016	2,377.45	.00	1016
Total :				52,980.89	.00	
Total 2260:				52,980.89	.00	
<b>CODY INVESTMENTS PROPERTIES</b>						
131019	14.7500.28	REFUND CREDIT BALANCE	10/07/2016	44.53	.00	1016
Total :				44.53	.00	
Total 131019:				44.53	.00	
<b>CODY ROTARY CLUB</b>						
2765	1085	ROTARY DUES - RICK MANCHESTER	10/12/2016	32.50	.00	1016
	1085	ROTARY DUES - RICK MANCHESTER	10/12/2016	32.50	.00	1016
Total :				65.00	.00	
Total 2765:				65.00	.00	
<b>COWAN CONSTRUCTION INC</b>						
3240	CC-1	WINDOW REPAIRS - STREET REPAIR	10/13/2016	506.19	.00	1016
Total :				506.19	.00	
Total 3240:				506.19	.00	
<b>CRAWFORD, DANI</b>						
131012	2.0960.45	DEPOSIT REFUND	10/18/2016	304.05	.00	1016
Total :				304.05	.00	
Total 131012:				304.05	.00	
<b>CRUMP, KAMI</b>						
131024	1747	REC CENTER REFUND	10/13/2016	43.00	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			43.00	.00	
Total 131024:			43.00	.00	
<b>CURTIS BLUE LINE</b>					
<b>131009</b>					
INV55532	BALLISTIC VESTS	10/29/2016	835.03	.00	1016
Total :			835.03	.00	
Total 131009:			835.03	.00	
<b>CUSTOM GARAGE DOOR LLC</b>					
<b>127015</b>					
3645	DOOR REPAIR	09/29/2016	65.00	.00	1016
Total :			65.00	.00	
Total 127015:			65.00	.00	
<b>ECOLAB INC</b>					
<b>128686</b>					
8537177	PEST CONTROL - PUBLIC WORKS	10/17/2016	76.07	.00	1016
Total :			76.07	.00	
Total 128686:			76.07	.00	
<b>ENGINEERING ASSOCIATES</b>					
<b>4140</b>					
3606052	17TH & STAMPEDE	06/03/2016	1,155.00	.00	1016
3610003	WWTF PRETREATMENT	10/18/2016	7,556.92	.00	1016
Total :			8,711.92	.00	
Total 4140:			8,711.92	.00	
<b>GLOBAL TECHNOLOGY RESOURCES INC</b>					
<b>130118</b>					
ICO439082	COMPUTER SUPPORT	10/25/2016	819.00	.00	1016
Total :			819.00	.00	
Total 130118:			819.00	.00	
<b>GOOD, BROOKE</b>					
<b>131022</b>					
10.1880.12	REFUND CREDIT BALANCE	10/07/2016	220.53	.00	1016
Total :			220.53	.00	
Total 131022:			220.53	.00	
<b>GRAHAM DIETZ &amp; ASSOCIATES</b>					
<b>4620</b>					
161113-00002	PARK AVE SEWER PROJECT	10/20/2016	9,891.25	.00	1016
161115-00001	STREET INSPECTIONS	10/20/2016	6,978.75	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
161280-00001	SENIOR CENTER	10/12/2016	542.50	.00	1016
Total :			17,412.50	.00	
Total 4620:			17,412.50	.00	
<b>HARRIS TRUCKING AND CONSTRUCTION CO.</b>					
<b>4780</b>					
128438.1	BEACON HILL	09/28/2016	800.00	.00	1016
128496	BLACKBURN OVERLAY	09/30/2016	27,653.12	.00	1016
128505	ASPHALT	09/30/2016	460.16	.00	1016
Total :			28,913.28	.00	
Total 4780:			28,913.28	.00	
<b>HEART MOUNTAIN CONSTRUCTION</b>					
<b>130957</b>					
PAY APP #3	CODY CUPBOARD PROJECT	10/12/2016	53,105.56	.00	1016
PAY APP #4	CODY CUPBOARD PROJECT	10/19/2016	32,284.28	.00	1016
RETAINAGE #	CODY CUPBOARD RETAINAGE ESCROW	10/12/2016	5,900.62	.00	1016
RETAINAGE #	CODY CUPBOARD RETAINAGE ESCROW	10/19/2016	3,587.14	.00	1016
Total :			94,877.60	.00	
Total 130957:			94,877.60	.00	
<b>HOTSYS EQUIPMENT OF WYOMING, INC</b>					
<b>131010</b>					
1251	ROUTINE SERVICE & CHECK UP	10/24/2016	225.00	.00	1016
1403	HOTSYS SOAP	10/25/2016	65.00	.00	1016
Total :			290.00	.00	
Total 131010:			290.00	.00	
<b>HUNZIKER, ALISON</b>					
<b>131021</b>					
17.2268.13	REFUND CREDIT BALANCE	10/07/2016	68.32	.00	1016
Total :			68.32	.00	
Total 131021:			68.32	.00	
<b>JACKSON, TANNER</b>					
<b>131023</b>					
101316	REIMBURSEMENT FOR CDL PERMIT	10/13/2016	20.00	.00	1016
101316	REIMBURSEMENT FOR CDL SKILLS TEST	10/13/2016	40.00	.00	1016
101316	REIMBURSEMENT FOR CDL LICENSE	10/13/2016	23.00	.00	1016
Total :			83.00	.00	
Total 131023:			83.00	.00	
<b>KAYLOR, BRENDA L</b>					
<b>131013</b>					
20.0455.14	DEPOSIT REFUND	10/13/2016	70.32	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			70.32	.00	
Total 131013:			70.32	.00	
<b>KEEGAN, KRISJANSONS &amp; MILES, PC</b>					
<b>130778</b>					
766	SHINOST, DANIEL	10/13/2016	121.50	.00	1016
Total :			121.50	.00	
Total 130778:			121.50	.00	
<b>KOLAR, PAULINE</b>					
<b>131016</b>					
4.1480.11	REFUND CREDIT BALANCE	10/07/2016	131.00	.00	1016
Total :			131.00	.00	
Total 131016:			131.00	.00	
<b>MATTHEW BENDER &amp; CO INC</b>					
<b>6135</b>					
8733576X	STATE STATUTES BOOKS	10/13/2016	126.43	.00	1016
Total :			126.43	.00	
Total 6135:			126.43	.00	
<b>MOTOROLA SOLUTIONS, INC.</b>					
<b>6840</b>					
13130432	2-MOBILE RADIOS	10/01/2016	9,786.50	.00	1016
Total :			9,786.50	.00	
Total 6840:			9,786.50	.00	
<b>MSPS</b>					
<b>127866</b>					
INV2626	Irton 100W ERT, W/PLUG	10/06/2016	1,944.00	.00	1016
INV2626	SHIPPING	10/06/2016	16.19	.00	1016
Total :			1,960.19	.00	
Total 127866:			1,960.19	.00	
<b>NORTHWEST PIPE</b>					
<b>7400</b>					
1710318	26T, Top Section, (26")	10/10/2016	49.09	.00	1016
1710318	#58, 14" extension	10/10/2016	114.57	.00	1016
1710318	6" x 12" MJ solid sleeve	10/10/2016	316.00	.00	1016
1710318	4" C900, CL 200 PVC pipe	10/10/2016	49.40	.00	1016
1710318	6" MJ x MJ gate valve	10/10/2016	597.27	.00	1016
1710318	DROP LID	10/10/2016	40.11	.00	1016
Total :			1,166.44	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 7400:			1,166.44	.00	
<b>OLIVE GLENN GOLF &amp; COUNTRY CLUB</b>					
<b>7450</b>					
102516	COMMUNITY FUNDING ALLOCATION	10/25/2016	3,150.00	.00	1016
Total :			3,150.00	.00	
Total 7450:			3,150.00	.00	
<b>ONE-CALL OF WYOMING</b>					
<b>127665</b>					
42665	ONE CALL FEES	10/04/2016	17.63	.00	1016
42665	ONE CALL FEES	10/04/2016	17.63	.00	1016
42665	ONE CALL FEES	10/04/2016	17.63	.00	1016
42665	ONE CALL FEES	10/04/2016	17.61	.00	1016
Total :			70.50	.00	
Total 127665:			70.50	.00	
<b>PARK COUNTY CIRCUIT COURT</b>					
<b>128493</b>					
101916	CV-2016-616	10/19/2016	427.54	427.54	1016
Total :			427.54	427.54	
Total 128493:			427.54	427.54	
<b>PARK COUNTY IMPLEMENT</b>					
<b>127752</b>					
04429249	JOHN DEERE MOWER - PARKS	10/18/2016	26,850.00	.00	1016
102016	RETURN BID BOND 2016-13	10/20/2016	1,670.00	.00	1016
Total :			28,520.00	.00	
Total 127752:			28,520.00	.00	
<b>PARK COUNTY PUBLIC HEALTH</b>					
<b>7720</b>					
1246	HEP B VACCINE	10/06/2016	30.00	.00	1016
Total :			30.00	.00	
Total 7720:			30.00	.00	
<b>PARK COUNTY READY MIX</b>					
<b>7730</b>					
112876	SAND SLURRY	09/27/2016	1,212.50	.00	1016
Total :			1,212.50	.00	
Total 7730:			1,212.50	.00	
<b>PETERSEN, JANELLE</b>					
<b>130937</b>					
101916	REIMBURSE FOR CDL PERMIT	10/19/2016	22.50	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			22.50	.00	
Total 130937:			22.50	.00	
<b>PLAN ONE ARCHITECTS</b>					
<b>7980</b>					
1603-7	CODY CUPBOARD	10/15/2016	1,400.00	.00	1016
1642-3	MENCKOCK PARK	10/15/2016	732.60	.00	1016
1642-3	MENCKOCK PARK	10/15/2016	1,247.40	.00	1016
1659-1	CHAMBER BUILDING	10/15/2016	1,000.00	.00	1016
Total :			4,380.00	.00	
Total 7980:			4,380.00	.00	
<b>POOLE, JERRY</b>					
<b>131017</b>					
11.0310.15	REFUND CREDIT BALANCE	10/07/2016	6.05	.00	1016
Total :			6.05	.00	
Total 131017:			6.05	.00	
<b>PROFFITS LAWN CARE</b>					
<b>128647</b>					
4536	HILL MOWING CONTRACT	10/04/2016	380.00	.00	1016
Total :			380.00	.00	
Total 128647:			380.00	.00	
<b>QUALITY ASPHALT PAVING, INC</b>					
<b>125010</b>					
1573	ASPHALT PATCHING	09/16/2016	1,321.25	.00	1016
1573	ASPHALT PATCHING	09/16/2016	1,575.00	.00	1016
1573	ASPHALT PATCHING	09/16/2016	200.00	.00	1016
1573	ASPHALT PATCHING	09/16/2016	427.50	.00	1016
Total :			3,523.75	.00	
Total 125010:			3,523.75	.00	
<b>ROCKY MOUNTAIN POWER</b>					
<b>7570</b>					
57353171-012	UTILITIES	10/17/2016	28.98	.00	1016
57353171-021	UTILITIES	10/17/2016	221.69	.00	1016
Total :			250.67	.00	
Total 7570:			250.67	.00	
<b>ROES, WILLIAM FORD</b>					
<b>131020</b>					
15.2470.26	REFUND CREDIT BALANCE	10/07/2016	36.25	.00	1016
Total :			36.25	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total 131020:			36.25	.00	
<b>SAY WHERE STORAGE</b>					
<b>130576</b>					
186461	PARK SHOP DEMO - COMPLETION	09/28/2016	225.00	.00	1016
Total :			225.00	.00	
Total 130576:			225.00	.00	
<b>SHOSHONE MUNICIPAL PIPELINE</b>					
<b>9130</b>					
10012016	SMP WATER PURCHASES - SEPT 2016	10/01/2016	139,177.62	.00	1016
Total :			139,177.62	.00	
Total 9130:			139,177.62	.00	
<b>SKARSHAUG TESTING LAB</b>					
<b>9320</b>					
212566	SAFETY SUPPLIES	10/10/2016	258.87	.00	1016
Total :			258.87	.00	
Total 9320:			258.87	.00	
<b>SKINNER, DIANA</b>					
<b>131007</b>					
101916	PROFESSIONAL FEES AND SERVICES	10/19/2016	5.00	.00	1016
Total :			5.00	.00	
Total 131007:			5.00	.00	
<b>SOUTHFORK ELECTRIC</b>					
<b>126460</b>					
5484	WORK AT LAGOONS	10/03/2016	1,705.26	.00	1016
Total :			1,705.26	.00	
Total 126460:			1,705.26	.00	
<b>SQUAD ROOM EMBLEMS</b>					
<b>9460</b>					
082516	LT BADGES/CASE	08/25/2016	275.66	.00	1016
Total :			275.66	.00	
Total 9460:			275.66	.00	
<b>STANFILL, CAROLYN</b>					
<b>131015</b>					
20.0180.20	DEPOSIT REFUND	10/12/2016	235.40	.00	1016
Total :			235.40	.00	
Total 131015:			235.40	.00	

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
<b>TECH PRODUCTS</b>					
<b>126248</b>					
73824	SYSTEM UPGRADE -EQPT TAGS	10/14/2016	1,947.48	.00	1016
Total :			1,947.48	.00	
Total 126248:			1,947.48	.00	
<b>TEREX UTILITIES, INC</b>					
<b>129570</b>					
90391055	TRUCK INSPECTIONS	09/29/2016	660.00	.00	1016
90391072	EQUIPMENT REPAIR	09/29/2016	660.00	.00	1016
90391088	TRUCK INSPECTIONS	09/29/2016	660.00	.00	1016
90391102	TRUCK INSPECTIONS	09/29/2016	660.00	.00	1016
90391144	FORKLIFT MAINTENANCE	09/29/2016	385.00	.00	1016
90391159	FORKLIFT INSPECTIONS	09/29/2016	435.00	.00	1016
90391162	FORKLIFT MAINTENANCE	09/29/2016	435.00	.00	1016
90391648	EQUIPMENT REPAIR	09/30/2016	4,701.82	.00	1016
90391653	EQPT REPAIR E02	09/30/2016	3,262.36	.00	1016
90391659	EQPT REPAIR E06	09/30/2016	1,306.14	.00	1016
90391662	EQPT REPAIR E05	09/30/2016	1,340.17	.00	1016
Total :			14,505.49	.00	
Total 129570:			14,505.49	.00	
<b>THE OFFICE SHOP INC</b>					
<b>7440</b>					
44865	EQP. MAINT & REPAIR	09/30/2016	48.96	.00	1016
Total :			48.96	.00	
Total 7440:			48.96	.00	
<b>VOYLES, DORIS</b>					
<b>131018</b>					
13.2080.34	REFUND CREDIT BALANCE	10/07/2016	71.70	.00	1016
Total :			71.70	.00	
Total 131018:			71.70	.00	
<b>WESCO RECEIVABLES CORP</b>					
<b>10480</b>					
047126	SYSTEM EXPANSION	10/03/2016	1,410.00	.00	1016
047661	BEACON HILL	10/04/2016	3,615.83	.00	1016
049520	SYSTEM UPGRADES	10/11/2016	233.50	.00	1016
049771	SYSTEM UPGRADES	10/11/2016	2,050.00	.00	1016
13125-01	BEACON HILL	10/04/2016	424.00	.00	1016
Total :			7,733.33	.00	
Total 10480:			7,733.33	.00	
<b>WEST PARK HOSPITAL</b>					
<b>10500</b>					
0004	NEIGHBORHOOD MTG. ROOM RENTAL	10/20/2016	100.00	.00	1016

Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Period
Total :			100.00	.00	
Total 10500:			100.00	.00	
<b>WESTERN EMULSIONS INC</b>					
<b>128433</b>					
10-310935	RUMSEY OVERLAY TACK OIL	09/26/2016	1,075.00	.00	1016
Total :			1,075.00	.00	
Total 128433:			1,075.00	.00	
<b>WESTERN UNITED ELECTRIC SUPPLY</b>					
<b>10605</b>					
4086914	Vault, 3 phase transf	09/27/2016	1,202.41	.00	1016
4087449	Cabinet, sectionalizing, 3 ph 600 amp	10/11/2016	2,885.85	.00	1016
Total :			4,088.26	.00	
Total 10605:			4,088.26	.00	
<b>WYOMING DEPARTMENT OF HEALTH</b>					
<b>10930</b>					
I0006015	WATER SAMPLE TESTING	10/03/2016	240.00	.00	1016
Total :			240.00	.00	
Total 10930:			240.00	.00	
<b>WYOMING DEPARTMENT OF TRANSPORTATION</b>					
<b>130279</b>					
N291062-8409	CODY- POWL /CODY E / PHASE 2	09/29/2016	144.43	.00	1016
Total :			144.43	.00	
Total 130279:			144.43	.00	
<b>WYOMING LAW ENFORCEMENT ACADEMY</b>					
<b>10900</b>					
S-9858	CO1 TRAINING	09/30/2016	645.00	.00	1016
Total :			645.00	.00	
Total 10900:			645.00	.00	
<b>WYOMING STEEL SERVICES LLC</b>					
<b>129345</b>					
004897	RECYLING HAULING	10/07/2016	475.00	.00	1016
Total :			475.00	.00	
Total 129345:			475.00	.00	
Grand Totals:			576,054.40	427.54	
		Payroll 10/19/16	225,597.05		
			801,651.45		

MEETING DATE: NOVEMBER 1, 2016  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: LESLIE BRUMAGE, FINANCE  
OFFICER  
PRESENTED BY: LESLIE BRUMAGE, FINANCE  
OFFICER

## **AGENDA ITEM SUMMARY REPORT**

### **Resolution 2016-18 Extension of Banking Services Agreement**

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

Approve a 1-year extension to the current banking services agreement with Wells Fargo Bank.

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

In April 2014 the City of Cody entered into a banking services agreement with Wells Fargo for an initial 3-year period with the City retaining the option to extend the agreement for three 1-year periods. The initial term expires on June 30, 2017.

With the market rates continuing to remain low and no indications that there will be much improvement, staff recommends that the Council exercise the first 1-year option, extending the current agreement through June 30, 2018. The City has received excellent service from Wells Fargo and there are no performance issues that would necessitate a change at this time.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

The Council may approve the 1-year extension or issue an RFP for new services to begin July 1, 2017.

#### **ATTACHMENTS**

1. Resolution 2016-18

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

1. None

**RESOLUTION NO. 2016-18**

**A RESOLUTION APPROVING AN EXTENSION TO THE  
BANKING SERVICES AGREEMENT BETWEEN THE CITY OF  
CODY AND WELLS FARGO BANK.**

WITNESSETH

WHEREAS, the Governing Body for the City of Cody, Wyoming approved a banking services agreement with Wells Fargo Bank on April 1, 2014 which expires June 30, 2017;

WHEREAS, the Governing Body for the City of Cody, Wyoming desires to extend the current Banking Services Agreement with Wells Fargo Bank and;

WHEREAS, the original agreement includes a provision for three one-year extensions and;

WHEREAS, staff and recommends the extension which has no increase in any bank fees and retains the current terms of service;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING THAT the option to extend the banking services agreement with Wells Fargo Bank, attached hereto as "Exhibit A", is hereby approved for the first one-year extension for the period of July 1, 2017 through June 30, 2018.

PASSED, APPROVED AND ADOPTED THE 1<sup>st</sup> day of November 2016.

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

Attest:

\_\_\_\_\_  
Cynthia Baker, Administrative Services Officer

## Banking Services Agreement

The City of Cody, Wyoming, a municipal corporation (hereinafter the "City") and Wells Fargo Bank, N.A. (hereinafter the "Bank") agree and contract as follows:

**1. TERM OF AGREEMENT**

The Banking Services Agreement is to extend for a period of three (3) years beginning July 1, 2014 with the City retaining the option to extend the agreement for three additional one (1) year periods.

**2. OBLIGATIONS**

The City shall deposit and maintain certain accounts including but not limited to general operating, payroll, and other deposit accounts with the Bank during the term of this Agreement.

The City shall, at its discretion, select the desired required and optional services from those offered in the banking services Proposal. The City may, at its discretion, determine when and if each service shall be selected, implemented, or terminated at any time during the term of this Agreement.

Nothing in this Agreement shall be construed as a commitment by the City to refrain from depositing funds with other banks or financial institutions for investment purposes or as required by law.

The Bank shall provide the banking services as described in this Agreement and the following documents:

- a. Request for Proposal for Banking Services dated February 2014
- b. Bank's Banking Services Proposal dated March 3, 2014

This Banking Services Agreement, together with the documents described above shall comprise and be referred to as the "Agreement".

**3. COMPENSATION**

The compensation to be paid to the Bank shall be as outlined in Sections 6 and 7 of the Bank's Banking Services Proposal.

The compensation to be paid to the City shall be as outlined in Section 6 of the Bank's Banking Services Proposal.

**4. TERMINATION OF AGREEMENT**

The City reserves the right to terminate or suspend this Agreement if the Bank breaches any provision of this Agreement or fails to perform to the City's satisfaction by giving ninety (90) days written notice to the Bank. In the event of termination, all finished or unfinished reports, or other material prepared by the Bank pursuant to this Agreement shall be provided to the City. The Bank shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of termination not to exceed the compensation set forth above. Upon receiving notice of termination the Bank shall cooperate in good faith and shall exercise reasonable diligence in complying with any request by the City for the transfer of funds and/or termination of services provided under this Agreement.

- 5. OWNERSHIP OF WORK PRODUCT**  
Ownership of the originals of any reports, data , studies, surveys, charts, specifications, figures and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City.
- 6. GENERAL ADMINISTRATION AND MANAGEMENT**  
The Finance Officer or his/her designee for the City shall review and approve the Bank's charges and interest payments to the City under this agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Bank and shall coordinate all communications with the Bank.
- 7. SUCCESSORS AND ASSIGNS**  
The Bank's rights and obligations under this Agreement shall not be assigned to a third party or to a successor institution without the City's written consent.
- 8. PUBLIC INFORMATION**  
All proposals, agreements, documents, statements, reports and any other related information generated as a result of this Agreement subject to the Wyoming Public Records Act, and as such, may be deemed public records. As a public entity, the City is subject to making records available for disclosure under the Wyoming Public Records Act.
- 9. COMPLIANCE WITH LAWS**  
The Bank shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes which may govern the services provided under this Agreement.
- 10. FUTURE SUPPORT**  
The City makes no commitment and assumes no obligations for the support of Bank activities except as set forth in this agreement.
- 11. INDEPENDENT CONTRACTOR**  
The Bank is and shall be at all times during the term of this Agreement an independent contractor.
- 12. MODIFICATION OF AGREEMENT**  
This Agreement may be amended or modified only by written instrument agreed to and properly signed by both parties hereto.
- 13. ADDITIONAL WORK**  
The City may desire to have the Bank perform other services in connection with the banking relationship other than provided for by the express intent of this Agreement. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City. Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Bank.
- 14. SUPPLEMENTAL AGREEMENTS**  
It is understood by the parties to this Agreement that, in order to authorize and implement certain banking procedures and transactions contemplated by this Agreement, the Bank may request the City to execute certain documents, including but not limited to: an Automated Clearing House Service Operating Agreement, a Master Repurchase Agreement, Wire Transfer Services Agreement, and a Treasury Management Agreement. The parties expressly agree that nothing in any Supplemental Agreements shall be construed as limiting in any manner the City's rights under this Agreement. Furthermore, nothing in any Supplemental Agreements shall be construed as a waiver by the City of any rights, claims, or defenses it

may have under this Agreement or under any applicable provision of State, Federal, or Common law. To the extent that any provision in this Agreement conflicts with a provision in any Supplemental Agreement, the provision in this Agreement shall control.

**15. BINDING EFFECT**

A waiver or indulgence by the City of breach of any provision of this Agreement by the Bank shall not operate or be construed as a waiver of any subsequent breach by the Bank.

All Agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein and the remaining provision of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.

Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes a valid and binding agreement and that any governmental or organizational approvals necessary for the performance of this Agreement have been obtained.

The validity, interpretation, and construction of this Agreement and of each part hereof shall be governed by the laws of the State of Wyoming.

**16. IMMUNITY**

Nothing in this Agreement shall be construed as a waiver by the City of its governmental immunity, nor shall it be construed as a waiver of the defenses and limitations provided to the City by Wyoming law. The City expressly reserves the right to assert immunity as a defense to any action arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

BANK:

Glenn R. Ross  
Name  
Business Banking Manager  
Title  
May 27, 2014  
Date  
Glenn R. Ross  
Signature

CITY:

Nancy/ie Brown  
Name  
Mayor  
Title  
6.4.14  
Date  
Nancy/ie Brown  
Signature

APPROVED AS TO FORM:

[Signature]  
City of Cody Attorney  
6/16/14  
Date

MEETING DATE: OCTOBER 24, 2016  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT**

### **BID #2016-18 – WWTF PRETREATMENT, BUILDING, EMBANKMENT & ANCILLARY FEATURES**

#### **ACTION:**

Staff requests that the Mayor and Council award a Bid #2016-18 to lowest responsible bidder; Harris Trucking and Construction in the amount of \$2,991,011.00 with no deducts. Staff also requests that the Council authorize the Mayor to sign a contract with said firm subject to review and approval by the City Attorney of the contract documents. Bid #2016-18 is for the WWTF Pretreatment, Building, Embankment & Ancillary Features.

#### **SUMMARY:**

In the FY2016-2017 budget, the Council set aside monies for the upgrade to the City of Cody Wastewater Facilities. The project is project to be funded out of two fiscal year budgets. The improvements will also be paid for from a \$800,000 SLIB Grant and a State Revolving Fund Loan (SRF). The city of Cody has received authorization from SRF to award the project as indicated above.

The upgrades are to include the creation of a pretreatment process, a building, embankment and ancillary features. The City of Cody received six bids. Bidders included Harris Trucking and Construction, Mountain View Building, Inc., Wilson Brothers Construction, COP Wyoming, Western Municipal Construction and Mid Valley General Contractors. Please refer to the attached bid tab for amounts.

#### **FISCAL IMPACT**

This project, including design, construction, inspection and administrative duties was projected to cost \$3.6 Million. With all known fees from the Engineer and Contractor, the project is within budget.

#### **ALTERNATIVES**

Award Bid #2016-18 to lowest responsible bidder; Harris Trucking and Construction.

#### **RECOMMENDATION**

Staff recommends that the Mayor and Council award a Bid #2016-18 to lowest responsible bidder; Harris Trucking and Construction in the amount of \$2,991,011.00 with no deducts. Staff also recommends that the Council authorize the Mayor to sign a contract with said firm subject to review and approval by the City Attorney of the contract documents.

#### **ATTACHMENTS**

Bid Tab 2016-18

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

Rob Overfield – Engineering Associates

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



MEETING DATE—NOV 1, 2016  
DEPARTMENT: PARKS, RECREATION, AND  
PUBLIC FACILITIES  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR AND JUSTIN LUNDVALL,  
ENGINEER

## Beck Lake Park Shop Renovation Change Order #2—No. 2016-03

### ACTION TO BE TAKEN

Authorize the Mayor to sign KB Nelson Construction, Inc., Change Order #2 in the amount of \$6,230 for the public improvement of the Park Shop.

### SUMMARY OF INFORMATION

In this case, Change Order #2 and related documents were submitted to the City after the work was completed by the contractor and approved by the project engineer.

#### Change Order #2:

1. Modification of the estimated quantities during construction. Bid Tab Items (dirt work) that were affected are 3, 4, and 5. The sum of the total change in these items was 178 cubic yards.

### FISCAL IMPACT

Cost of this Change Order request is \$6,230. By approving this project Change Order, account [10-410-7405 Grants SLIB Consensus Parks Shop Renovation] is over budget. The budget balance, with outstanding engineer fees to JL Engineering, this line item would be \$8,993.01 over budget. The total project cost, including this Change Order, is \$331,921.55.

#### Alternatives for funding:

1. Budget Transfers
2. Council Contingency
3. City Reserves
4. Council Discretion

### STAFF RECOMMENDATIONS

Budget transfers from various Parks & Recreation line items to cover the overages.

### ATTACHMENTS

Change Order packet

### AGENDA & SUMMARY REPORT TO:

Justin Lundvall, Engineer

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

# Change Order No. 2

Date of Issuance: October 12, 2016 Effective Date: October 12, 2016

Project: <b>BECK LAKE PARKS MAINTANENCE SHOP</b>	Owner: <b>CITY OF CODY</b>	Owner's Contract No.: <b>2016-03</b>
Contract: <b>: BECK LAKE PARKS MAINTANENCE SHOP</b>		Date of Contract: <b>April 19, 2016</b>
Contractor: <b>K. B. Nelson Construction, Inc</b>		Engineer's Project No.: <b>2016-01R</b>

**The Contract Documents are modified as follows upon execution of this Change Order:**

**Description:**

1. Modification of the estimated quantities during construction. Bid Tab Items that were affected were 3, 4, and 5. The sum of the total change in these items was 178 cubic yards.	Estimated Cost: <b>\$6,230</b>

**Attachments:** (List documents supporting change):

<b>CHANGE IN CONTRACT PRICE:</b>	<b>CHANGE IN CONTRACT TIMES:</b>
<p>Original Contract Price:</p> <p style="margin-left: 40px;"><b>\$ <u>320,703.00</u></b></p> <p>Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :</p> <p style="margin-left: 40px;"><b>\$ <u>4,988.55</u></b></p> <p>Contract Price prior to this Change Order:</p> <p style="margin-left: 40px;"><b>\$ <u>325,691.55</u></b></p> <p>Increase of this Change Order:</p> <p style="margin-left: 40px;"><b>\$ <u>6,230.00</u></b></p> <p>Contract Price incorporating this Change Order:</p> <p style="margin-left: 40px;"><b>\$ <u>331,921.55</u></b></p>	<p>Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>65 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>75 days</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> :</p> <p style="margin-left: 40px;">Substantial completion (days): <u>N/A</u></p> <p style="margin-left: 40px;">Ready for final payment (days): <u>N/A</u></p> <p>Contract Times prior to this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>70 days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>80 days</u></p> <p>[Increase] [Decrease] of this Change Order:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>N/A</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>N/A</u></p> <p>Contract Times with all approved Change Orders:</p> <p style="margin-left: 40px;">Substantial completion (days or date): <u>70 working days</u></p> <p style="margin-left: 40px;">Ready for final payment (days or date): <u>80 working days</u></p>

<p><b>RECOMMENDED:</b></p> <p>By: _____ Engineer (Authorized Signature)</p> <p>Date: _____</p> <p>Approved by Funding Agency (if applicable): _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____ Owner (Authorized Signature)</p> <p>Date: _____</p>	<p><b>ACCEPTED:</b></p> <p>By: _____ Contractor (Authorized Signature)</p> <p>Date: _____</p> <p>Date: _____</p>
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LEIN WAIVER FOR PRIME CONTRACTOR  
Pursuant to the provisions of Wyoming Statute 16-6-117

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL  
LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN  
CONNECTION WITH THE CONTRUCTION OF:

Beck Lake Parks Maintenance Shop (project 2016-01R)  
(Project)

AT 2401 14th Cody WY  
(Location)

FOR City of Cody  
(Owner)

THRU THIS 21 DAY OF September, 2016.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL  
CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS,  
MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

K B Nelson Const Inc  
PRIME CONTRACTOR

[Signature]  
SIGNATURE

President  
TITLE

9/21/16  
DATE

ATTEST:  
(SEAL)

LEIN WAIVER FOR PRIME CONTRACTOR  
Pursuant to the provisions of Wyoming Statute 16-6-117

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL  
LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN  
CONNECTION WITH THE CONTRUCTION OF:

Beck Lake Parks Maintenance Shop (project 2016-01R)  
(Project)

AT 2401 14th Cody WY  
(Location)

FOR City of Cody  
(Owner)

THRU THIS 2<sup>nd</sup> DAY OF September, 2016.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL  
CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS,  
MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

Advance Heating  
PRIME CONTRACTOR  
Nicole Demare  
SIGNATURE  
Office Manager  
TITLE  
9.22.16  
DATE

ATTEST:  
(SEAL)

LEIN WAIVER FOR PRIME CONTRACTOR  
Pursuant to the provisions of Wyoming Statute 16-6-117

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL  
LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN  
CONNECTION WITH THE CONSTRUCTION OF:

Beck Lake Parks Maintenance Shop (project 2016-01R)  
(Project)

AT 2401 14th Cody, WY  
(Location)

FOR City of Cody  
(Owner)

THRU THIS 21 DAY OF September, 2016.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL  
CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS,  
MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

Acker Electric  
PRIME CONTRACTOR

[Signature]  
SIGNATURE

Project Manager  
TITLE

9/22/16  
DATE

ATTEST:  
(SEAL)

LEIN WAIVER FOR PRIME CONTRACTOR  
Pursuant to the provisions of Wyoming Statute 16-6-117

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL  
LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN  
CONNECTION WITH THE CONSTRUCTION OF:

Beck Lake Parks Maintenance Shop (project # 2016-018)  
(Project)

AT 2401 14th Cody, Wyo  
(Location)

FOR City of Cody  
(Owner)

THRU THIS 12 DAY OF September, 2016.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL  
CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS,  
MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

Big Horn Red: MISC Inc.  
PRIME CONTRACTOR

Ginda Reed  
SIGNATURE

Bookkeeper  
TITLE

9-12-16  
DATE

ATTEST:  
(SEAL)

LEIN WAIVER FOR PRIME CONTRACTOR  
Pursuant to the provisions of Wyoming Statute 16-6-117

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL  
LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN  
CONNECTION WITH THE CONSTRUCTION OF:

Beck Lake Parks Maintenance Shop (project # 2016-01R  
(Project)

AT 2401 14th Cody, WY  
(Location)

FOR City of Cody  
(Owner)

THRU THIS 12 DAY OF SEPT, 2016.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL  
CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS,  
MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

BRB Plumbing  
PRIME CONTRACTOR

Shy Helmes  
SIGNATURE

PRES  
TITLE

9-12-16  
DATE

ATTEST:  
(SEAL)

LEIN WAIVER FOR PRIME CONTRACTOR  
Pursuant to the provisions of Wyoming Statute 16-6-117

THE UNDERSIGNED HEREBY ACKNOWLEDGES PAYMENT IN FULL FOR ALL LABOR, SERVICES, MACHINERY, TOOLS AND MATERIALS FURNISHED IN CONNECTION WITH THE CONSTRUCTION OF:

Beck Lake Parks Maintenance Shop (project # 2016-CR)  
(Project)

AT 2401 14th Cody, WY Beck Lake  
(Location)

FOR City of Cody  
(Owner)

THRU THIS 2 DAY OF Sept, 2016.

AND DOES HEREBY RELEASE THE OWNER AND THE PROPERTY FROM ALL CLAIMS WHATSOEVER FOR SUCH LABOR, SERVICES, MACHINERY, TOOLS, MATERIALS FURNISHED AND WAIVES ALL LIEN RIGHTS THERETO.

Pro Build  
PRIME CONTRACTOR

[Signature]  
SIGNATURE

Gen  
TITLE

9-2-16  
DATE

ATTEST:  
(SEAL)

---

## **CITY OF CODY**

### **Notice of Final Payment to Contractor**

Notice is hereby given according to Wyoming Statute §16-6-116 that the City of Cody has accepted the Work as complete, according to the Plans, Specifications and rules set forth in the Contract between the City of Cody and KB Nelson Construction Inc., Cody WY, for the Beck Lake Parks Maintenance Shop project, Cody WY Bid No. 2016-03. The above mentioned Contractor is entitled to final settlement. Therefore, on October 10, 2016, being the forty-first (41st) day after the first date of Advertisement, the City of Cody will pay the above-mentioned Contractor the full amount due under said Contract, provided that all punch list items and project close-out items are complete.

Dated this 23rd day of August, 2016.

ATTEST: Administrative Services Officer – Cindy Baker

Publish: August 30, September 6 and 13, 2016

Legal No. 2775

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BECK LAKE PARKS MAINTENANCE SHOP  
 CODY, WY  
 City Bid No.: 2016-03  
 Project No.: 2016-01R

BID SCHEDULE

SECTION NO.	BID ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL
02050/02075	1	REMOVAL/DISPOSAL OF EXISTING STRUCTURES (CONCRETE)	SF	480	4.75	2280 <sup>00</sup>
02210	2	MISC. EXCAVATION (UNCLASSIFIED), DEPTH 4'-6"	CY	50	20 <sup>00</sup>	1000 <sup>00</sup>
02210	3	EMBANKMENT- COMPACTED FILL, DEPTH 6" (+/-) 4'	CY	840	35 <sup>00</sup>	29400 <sup>00</sup>
02210	4	EMBANKMENT- COMPACTED FILL, DEPTH 4'-6" (SEE NOTE 3)	CY	50	35 <sup>00</sup>	1750 <sup>00</sup>
02210	5	EMBANKMENT - CRUSHED BASE DEPTH 0-6"	CY	122	35 <sup>00</sup>	4270 <sup>00</sup>
02520/03304	6	CONCRETE (SEE NOTE 4)	LS	130 CY	424 <sup>00</sup>	55198 <sup>00</sup>
02895	7	GEOTEXTILE FABRIC	SY	720	6.95	5004 <sup>00</sup>
03200	8	REINFORCING STEEL - No 4's	LS	8150		6181 <sup>00</sup>
-	9	INTERIOR FRAME & FINISH WORK (WALLS, WORKSTATIONS, ETC.)	LS	1		98500 <sup>00</sup>
-	10	UTILITY CONNECTIONS (PLUMBING - WATER & SEWER)	LS	1		50000 <sup>00</sup>
-	11	HVAC RENOVATIONS	LS	1		18500 <sup>00</sup>
-	12	ELECTRICAL MODIFICATIONS	LS	1		48620 <sup>00</sup>

CO# 2

TOTAL = 320703<sup>00</sup>  
 (NUMBERS)

(WORDS)

PROPOSED START DATE: \_\_\_\_\_

PROPOSED FINISH DATE: \_\_\_\_\_

CONTRACTOR/COMPANY NAME: KB Nelson Const Inc

Notes:

- 1) Section Nos. are based on 2000 WYOMING PUBLIC WORKS STANDARD SPECIFICATIONS
- 2) The Bid items Removal of Existing Structures, the Contractor shall be responsible for Landfill/Disposal Fees where applicable
- 3) This item may not be used in its entirety or potentially exceed the estimated amount depending on observed excavations
- 4) Concrete payment is based on CY for a 6" slab, drainage trench, and 4" (+/-) perimeter "slab"
- 5) Misc. Concrete Crack Repair and Dnll and Epoxy Rebar are considered subsidiary to Bid Items Concrete and Reinforcing Steel-No. 4's, respectively

# 2016/17 Proposed Urban Deer Reduction Plan

## Cody Police Department

### **PURPOSE:**

The City Of Cody has established an Urban Deer Task Force to consider ways to handle the deer population in the City of Cody.

As of September 17, 2016, Cody City Council, while considering the approval of a lethal reduction program to address the local urban deer population, has instructed the Cody Police Department to draft a preliminary operational plan, first year budget and to pursue the Chapter 56 permit from the Wyoming Game and Fish Department.

### **GOALS:**

Urban deer reduction goals are identified as follows:

- 1) Maintain public safety while conducting deer reduction operations.
- 2) Reduce the urban deer population if determined appropriate by City Council, under the regulation of the Wyoming Game and Fish Department.
- 3) Utilize effective, humane methods of lethal reduction.
- 4) Provide interested citizens with venison from harvested deer so they are not wasted.

### **PROCEDURES:**

#### Legal Authority

The Wyoming Game and Fish Department manages wildlife in Wyoming. The Wyoming Game and Fish Department may issue Title 56 permits. The permit, if granted, would specify the number of deer to be taken in a given timeframe and list additional conditions and direction imposed by Wyoming Game and Fish Department.

### Police Function

The Cody Police Department would be utilized for the systematic lethal culling of urban deer (see method section for details).

Selected members of the Cody Police Department participating in the deer reduction program will be trained in the administrative procedures required and in firearms proficiency with the selected firearm and equipment.

### Method

The Cody Police Department will utilize police officers trained in the administrative and operational procedures unique to this program, to shoot deer using weapons and at locations detailed below.

The basic process would involve using bait to lure deer into areas where they could be safely shot. The biological samples for Chronic Wasting Disease testing would be collected, and the deer will be donated to interested citizens for processing and consumption pending the outcome of CWD testing.

### Training

Participating officers will complete training specific to this program. Topics will include administrative reporting requirements under the Chapter 56 Permit and as determined by the Cody Police Department, biological sampling for CWD testing, distribution of harvested deer to interested citizens, and firearms competency with the selected equipment.

### Manpower

The Cody Police Department will utilize two officers at a time to harvest deer. The primary officer will operate the firearm, while the second will act as a safety officer. The role of the safety officer will be to maintain watch of the surrounding area and background as the first officer readies for the shot.

The Cody Police Department will utilize the Code Enforcement Officer (CEO) to assist with baiting operations, scouting/monitoring deer activity, and with establishing access to privately owned land as needed.

## Site Selection

Keeping the goal of public safety in mind, the locations selected to harvest deer are of primary importance. The following are some considerations:

- Permission; sites will either be city owned land or on private land with the owner's permission (NOTE: deer will not be harvested on public roadways, or from any land that is not owned by the city of Cody without the permission of the landowner or their authorized agent).
- Background; sites will provide a clear/safe background to allow the use of firearms.
- Each site that is selected for the operation will have a day-time safety evaluation conducted by Police Department personnel. Operation plans will be developed for each selected location.
- Effectiveness; efforts will be made to identify and use sites in problem areas.

## Equipment

The department will primarily utilize an AR 15 style rifle that is commonly issued as a patrol rifle. The department will use .223 caliber soft point ammunition, which has been found effective for this purpose.

The rifle will be suppressed to minimize the sound of gunshot(s) in city limits and to ensure discrete operations.

A low magnification optic will be utilized to aid with accurate shot placement.

If operations occur after dark, night vision or thermal imagers will be used by the safety officer to ensure there is a clear background and field of fire.

## Public Safety

The Cody Police Department will not discount public safety in the name of reducing the urban deer population.

There is inherent risk in discharging firearms within city limits. Public safety will not be compromised. With proper site selection, day-time safety evaluations, the oversight of a safety officer, and ultimately the decision of the primary officer to discharge the firearm, public safety will be maintained.

## Ethics

Taking the life of an animal is a serious matter. Every effort should be made to take only well placed, effective shots, so as to quickly and humanely dispatch the deer.

In the event that a deer is wounded, every effort will be made to follow up and recover the deer in a safe and humane manner.

## Transportation

Officers will operate a vehicle marked with City of Cody emblems, or will operate the Cody Police Department's Code Enforcement truck. Harvested deer will be covered and out of the view of the public during transport.

## Distribution of deer

Local citizens who are interested in taking possession of whole, non-field dressed harvested deer, and who agree to accept responsibility for processing, will be able to submit their name and contact information to the City Of Cody. Once a deer is harvested, interested citizens will be contacted to take possession of the deer.

Citizens will be required to complete and comply with an affidavit of informed consent regarding CWD testing, which requires they do not consume, or allow others to consume, venison from harvested deer until test results are available.

## Chronic Wasting Disease (CWD) Testing

Once a deer is killed, Chronic Wasting Disease (CWD) testing will occur by collecting a biological sample from the deer, and submitting the sample to the Wyoming Game and Fish Department for testing. Results are typically available within 3 days. The Cody Police Department will notify the participating recipient of the results. The deer will be disposed of if it tests positive for CWD, in compliance with the Informed Consent agreement.

### Professional Processing

The Zero Box, a local processor, charges \$150.00 for processing field dressed, unskinned deer. The Zero Box commonly takes deer from private parties that pay for processing, but that want only to donate the venison. The processed venison (usually ground into burger) is distributed to those who are referred from the Cody Cupboard.

This should be a contingency option if no citizens are able to respond to take possession of harvested deer. This would require that Cody Police Officer(s) complete the field dressing of unclaimed deer, and coordinate storage of the deer until it could be transported to the Zero Box.

### Disposal

If CWD test is positive, the deer and venison will be disposed of in accordance with the Informed Consent agreement.

A dumpster designated for the disposal of the entrails and non-consumable parts of the deer will be provided for the use of participating citizens, so as to limit the chance of improper disposal on nearby public lands or in local residential dumpsters.

### Administrative Reporting

Each deer harvested will be tagged and documented in accordance with the Wyoming Game and Fish Department's Chapter 56 permit system.

Each harvested deer will be documented with a Cody Police Department form designed to record the details of each harvest.

A final, end of season report will be completed in compliance with the Chapter 56 Permit.

Overtime reports will be completed to document and track wages associated with the program.

### Program Review, On-going Evaluation and Future Considerations

Review and monitoring of the program will be ongoing. Items of future consideration include;

- Cost per deer taken evaluation.
- Citizen Satisfaction survey.
- Partnering with faith based and non-profit organizations to process and donate harvested deer to those in need.
- Update Cody Web site and Cody PD Face Book with program detail and information.



Wyoming Game and Fish Department  
**Chapter 56 Permit**  
PERMIT GOVERNING LETHAL TAKING OF WILDLIFE

Permit ID: 227

Previously Permitted: No

**Others Authorized by This Permit:**

Others under the direction of the permittee

Chuck Baker  
Cody Police Department  
1402 River View Drive  
Cody, WY 82414

**REGION:** Cody,  
**VALID:** 10/5/2016 - 12/31/2016  
**METHOD:** Firearm  
**NUMBER:** 50 antlerless deer

**SPECIES INCLUDED:** Deer spp.

**PURPOSE:**

To take deer in order to relieve/prevent destruction to private property and protect human health/safety.

**CONDITIONS:**

Conditions shall be as per "Attachment 1 - 2016 Chapter 56-227".

Extreme caution should be exercised with using firearms in the vicinity of people, equipment, facilities, or buildings. Every effort should be made to take wildlife in a humane manner. Any wildlife taken shall be promptly destroyed by burial or incineration, unless permission is granted to deposit wildlife with a permitted and qualified educational or scientific institution; deer may be donated as stated in "Attachment 1 - 2016 Chapter 56-22". In the event that any nontarget wildlife is taken, the Regional Wildlife Supervisor shall be contacted as soon as reasonably possible.

**Unless otherwise indicated above, this permit does not include those species of wildlife defined as protected by W.S. 23-1-101 or those species of wildlife listed as threatened or endangered by federal regulation.**

The permittee is, and all persons conducting activities under the permittee are, to carry this permit at all times while taking or possessing wildlife authorized under this permit and agrees to the inspection of wildlife, collection, gear, and materials by any of the authorized enforcement personnel of the Wyoming Game and Fish Department or the US Fish and Wildlife Service. Permittee shall obtain the permission of the owner of private property or the person in charge of the property before entering upon or conducting any activities within the private property; this includes crossing private property to access public lands when no public road access is available. Permittee shall obtain the permission of the owner of private property or the person in charge of the property before entering upon or conducting any activities within the private property; this includes crossing private property to access public lands when no public road access is available.

**An annual report summarizing permit activities/collections made shall be submitted electronically to the Permitting Officer in Cheyenne no later than January 31 of the following year for which this permit is valid (send report(s) to [wgf.permitting@wyo.gov](mailto:wgf.permitting@wyo.gov)).**

**The completed donation coupon stub portion of all coupons used to donate meat, along with any unused coupons, shall be remitted to Supervisor Osterland by January 15, 2017.**

  
Brian Nesvik  
Chief Game Warden

10/6/2016

Copies: Travis Crane, Grant Gerharter  
Alan Osterland  
WGFD File

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WYOMING GAME AND FISH DEPARTMENT

*Chapter 56 Permit - Attachment I*

Permit Governing Lethal Taking of Wildlife

NAME: Chuck Baker, Cody Chief of Police

ADDRESS:

Cody Police Department

1402 River View Drive

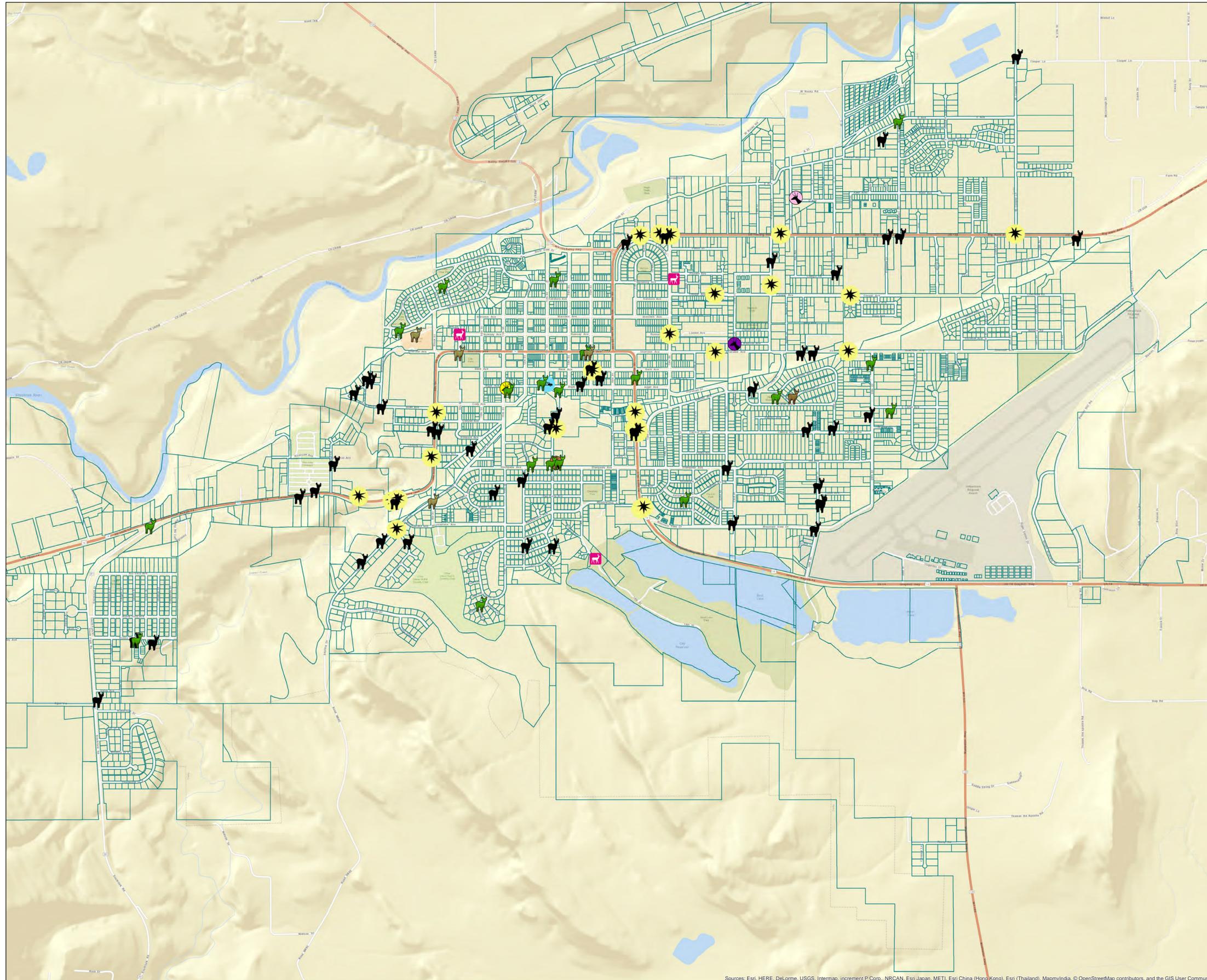
Cody, WY 82414

ADDITIONAL CONDITIONS AND DIRECTIONS:

- The permit will be issued for 50 antlerless deer total. This number includes mule deer and white-tailed deer.
- This permit shall only be valid as long as the City of Cody (City) has a feeding of deer prohibition in place.
- Upon approval of the permit, deer may be harvested until the permit expires on December 31, 2016.
- The Cody Chief of Police, Chuck Baker, shall be the person to whom the permit will be issued. In addition, law enforcement officers approved by the City and designated by Chief Baker shall be allowed to conduct lethal take. The names of these individuals must be submitted to Cody Wildlife Supervisor Alan Osterland prior to any take.
- The permit shall be valid for all lands within the incorporated limits of the City. The City shall acquire permission from private landowners to harvest deer off City owned property. The City may bait deer into safe shooting zones.
- All harvested deer shall be "tagged" with a Wyoming Game and Fish Department provided donation coupon to facilitate tracking and provide legal possession of donated deer. Donation coupons shall be provided by the Department, and the completed stub portion of all donation coupons used to donate meat, along with any unused coupons, shall be remitted to Supervisor Osterland by January 15, 2017.
- A final report of deer harvested under the permit will be due to the Department by January 31, 2017 (send report(s) to [wgf.permitting@wyo.gov](mailto:wgf.permitting@wyo.gov)).
- That report shall include the date, species, sex, age, CWD positive and donation coupon number for every deer harvested, along with documentation of any deer shot, but not retrieved or donated.
- To facilitate safe shooting in residential areas, deer may be taken with any caliber rifle or shotgun, with no ammunition restrictions. Use of other methods of take shall not be allowed.

- To promote safe shooting and adequate take, and to minimize potential conflicts with citizens, deer may be taken outside legal shooting hours, with the aid of artificial light or night vision equipment and from motor vehicles.
- The City is responsible for making an immediate and concerted effort to follow up and humanely take any deer crippled under the authority of this permit.
- The City, or their designated agent, is responsible for field dressing and/or processing of all harvested deer and for proper disposal of carcasses and offal. The City may require recipients of the harvested deer to process the animal or provide processing for the recipient prior to donation.
- Meat from all deer taken by the City shall be donated by the City to private individuals for human consumption only. If a question arises as to fitness for human consumption of deer harvested by the City, the City shall contact the Cody Regional Office for permission to dispose of the carcass.
- All deer taken shall be tested by the Department for the presence of CWD and test negative before the meat from any deer may be donated. The City will be responsible for sampling deer and submitting the samples to the Department lab. The Department will provide all materials for sampling, sampling training, and testing of samples at no cost. The Department will require the City to require any person receiving donated meat to sign an affidavit of informed consent. Wyoming Game and Fish Department can provide the affidavit but the City will have to use their letterhead.
- Because the City is in an area where CWD has been found, the City shall provide the direction to all recipients of donated, whole deer carcasses to dispose of any unused portions in an approved landfill to ensure statutory requirements for disposal of deer carcasses from CWD areas are met.

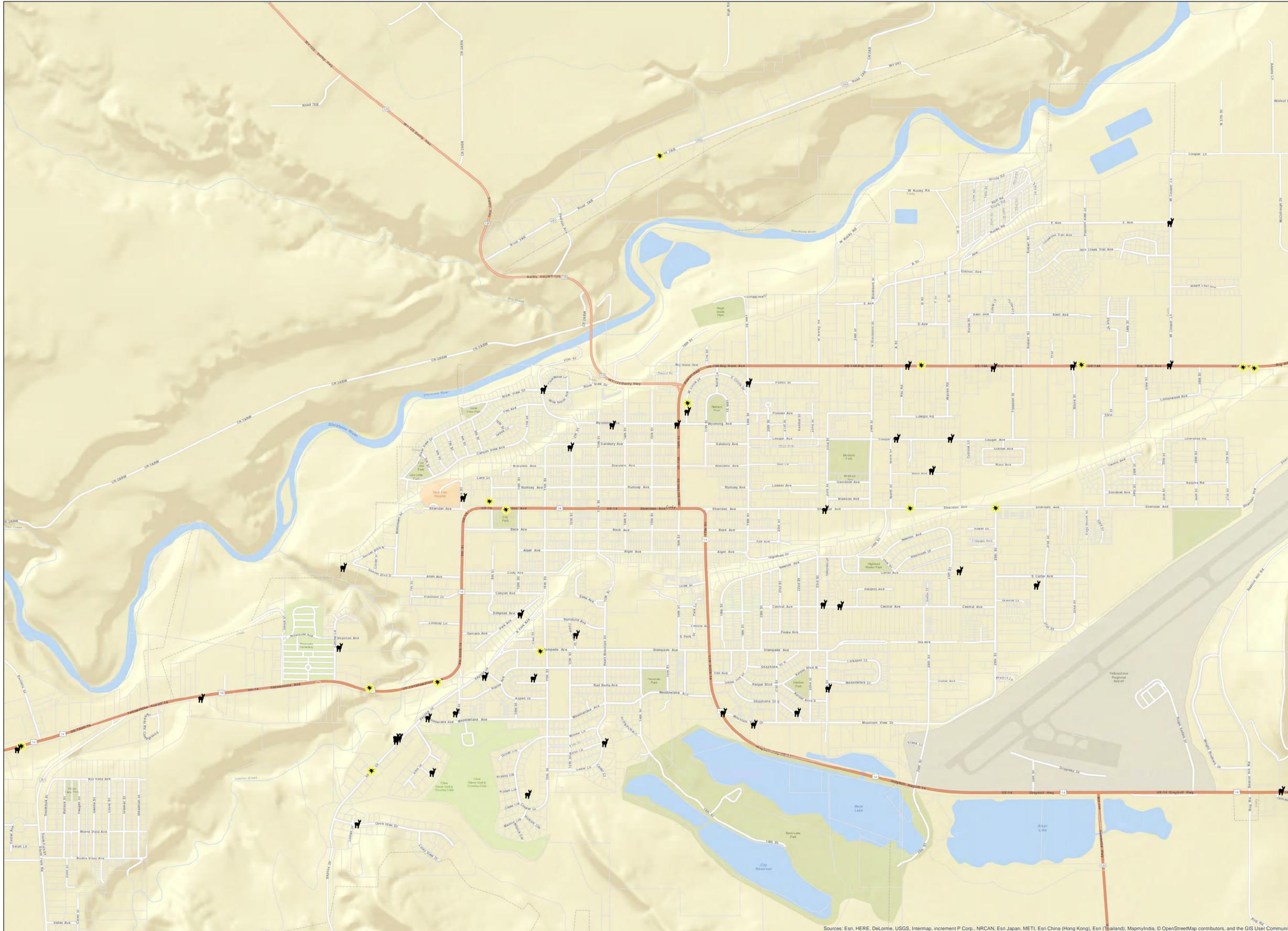
# DEER RELATED CALLS JANUARY 1, 2016- OCTOBER 16, 2016



## Legend

-  ANIMAL\_R
-  ANIMAL\_O
-  NUISANCE
-  MISCASST
-  INCORRIG
-  EXPATROL
-  DISTURBED
-  ANIMAL\_L
-  AOA
-  ANIMAL\_D
-  MVC

# DEER RELATED CALLS JANUARY 1, 2015-DECEMBER 31, 2015



### Legend

-  ANIMAL\_D
-  MVC



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**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.

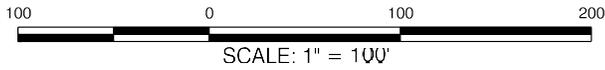
2. Sandhill Partners, LLC shall grant and record a utility easement for PacifiCorp's facilities, as requested by PacifiCorp.

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

PASSED ON FIRST READING	<u>OCTOBER 4, 2016</u>
PASSED ON SECOND READING	<u>OCTOBER 18, 2016</u>
PASSED, ADOPTED AND APPROVED ON THIRD AND FINAL READING	_____

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

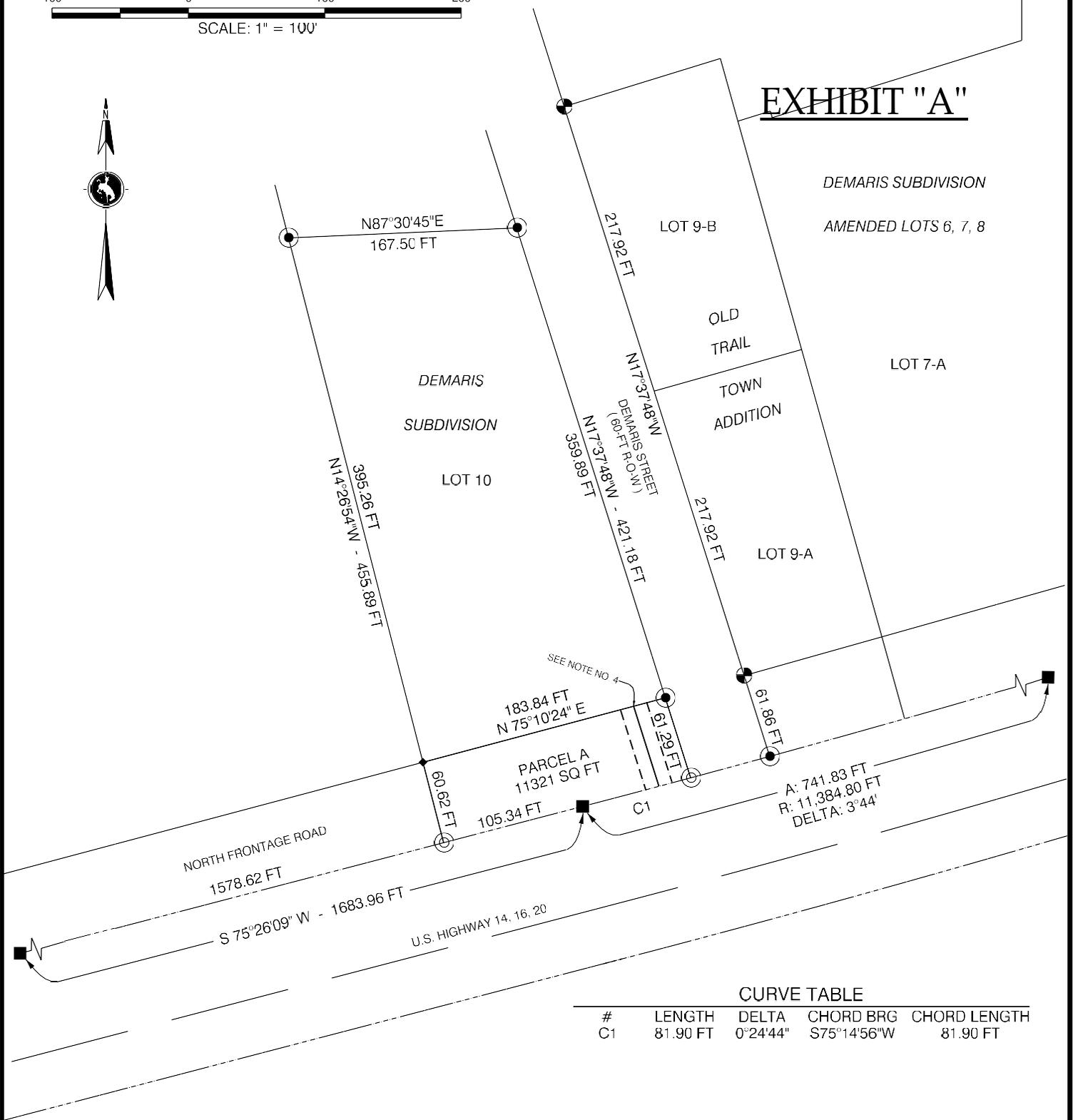
ATTEST: \_\_\_\_\_  
Cindy Baker, Administrative Services Director



# EXHIBIT "A"

DEMARIS SUBDIVISION

AMENDED LOTS 6, 7, 8



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