

# City of Cody City Council

## AGENDA

Tuesday, July 18 2017 – 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 July 6, 2017.
- b. Approve Vouchers and Payroll in the amount of \$2,004,211.10.
- c. Appoint Council Member Greer to the Yellowstone Country Assistance Network (YCAN) Board of Directors for a two year term.
- d. Approve the update to the Recreation Center's "Rules of the Game" pamphlet.
- e. Authorize the Mayor to enter into and sign a grant agreement with the Wyoming Arts Council.
- f. Approve a request from Cody High School Student Council to use Beck Lake Park on Monday, September 25, 2017 for the Homecoming Bon Fire, to close Sheridan Avenue for the Homecoming Parade on Friday, September 29, 2017 at 1:00 p.m., contingent upon approval from WYDOT and providing liability insurance and sponsor other associated staffing and equipment cost in the amount of \$2,658.79 to be funded out of the Lodging Tax fund.
- g. Authorize the Mayor to sign a letter to Wyoming Business Council requesting that the left-over grant funds awarded for Mentock Park be used for the purchase of the one ADA picnic table and two benches.
- h. Approve Amendment #2 to the professional services contract with Morrison-Mairele, Inc as it relates to the South & North Sunset Boulevard and authorize the Mayor to sign the amended contract.
- i. Award a professional services contract to GDA Engineers and authorize the Mayor to enter into and sign the contract, contingent upon review and approval by the City Attorney in reference to the Design, Bid, Construction Observation and Administration duties associated with the Beacon Hill Water Tank Project.
- j. Authorize the Mayor to sign the Wyoming Water Development Project Agreement and the WWDO Acknowledgement of Review form, subject to review and approval by the City Attorney.
- k. Authorize the Mayor to enter into and sign a Memorandum of Agreement with Park County relating to the Law Enforcement Center.

2. Public Comment The City 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

- a. A Public Hearing to consider if it is in the public's interest to issue a Bar and Grill License to any of the following applicants: Fred T Mac dba Cody Cattle Company located at 1910 Demaris St; Pat O'Hara Brewing Co LLC, located at 1019 15<sup>th</sup> St. ; and/or Seven Fourteen LLC dba Gasthaus Cardi located at 1385 Sheridan Ave.

4. Conduct of Business

- a. Consider issuing a Bar & Grill liquor license to Fred T Mac dba Cody Cattle Company located at 1910 Demaris St.

Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider issuing a Bar & Grill liquor license to Pat O'Hara Brewing Co LLC located at 1019 15<sup>th</sup> St.

Staff Reference: Cindy Baker, Administrative Services Officer

- c. Consider issuing a Bar & Grill liquor license to Seven Fourteen LLC dba Gasthaus Cardi located at 1385 Sheridan Ave.

Staff Reference: Cindy Baker, Administrative Services Officer

- d. RESOLUTION 2017-07

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF CODY, WYOMING AND THE CITY OF CAMAIORE ITALY, ESTABLISHING A SISTER CITY BOND BETWEEN THE TWO CITIES

- e. ORDINANCE 2017-15 FIRST READING

AN ORDINANCE TO ADD SECTION 6-3-2(B) TO THE CITY OF CODY CODE, RELATING TO PROHIBITING THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, BUSES, AND COMMERCIAL TRUCKS ON CERTAIN STREETS, EXCEPT WHILE THEY ARE ACTIVELY BEING LOADED OR UNLOADED. Staff Reference: Todd Stowell, City Planner

- f. ORDINANCE 2017-16 FIRST READING

AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 3, TO THE CITY OF CODY CODE: SALES BY FRATERNAL CLUBS

Staff Reference: Scott Kolpitcke, City Attorney

- g. ORDINANCE 2017-17 FIRST READING  
AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 4, TO THE CITY  
OF CODY CODE: HOURS OF SALE  
Staff Reference: Scott Kolpitcke, City Attorney
- h. ORDINANCE 2017-18 FIRST READING  
AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 5 TO THE CITY  
OF CODY CODE: LOCATION, REGULATION AND RESTRICTIONS AS TO  
PLACES OF SALE  
Staff Reference: Scott Kolpitcke, City Attorney
- i. ORDINANCE 2017-19 FIRST READING  
AN ORDINANCE ADDING TO TITLE 3, CHAPTER 2, SECTION 6, TO THE  
CITY OF CODY CODE: SALES, ETC., TO OR ENTRY UPON PREMISES BY  
MINORS AND ATTEMPS BY MINORS TO ENTER OR PURCHASE:  
Staff Reference: Scott Kolpitcke, City Attorney
- j. ORDINANCE 2017-20 FIRST READING  
AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 7, TO THE CITY  
OF CODY CODE: KEG REGISTRATION  
Staff Reference: Scott Kolpitcke, City Attorney

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

**Upcoming Meetings:**  
**June 20, 2017 – Regular Council Meeting 7:00 p.m.**  
**July 6, 2017 – Thursday - Special Council Meeting 7:00 p.m.**

**City of Cody  
Council Proceedings  
Thursday, July 6, 2017**

A pre-meeting was held at 6:45 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 Thursday, July 6, 2017 at 7:00 p.m.

Present: Mayor Hall, Council Members Donny Anderson, Karen Ballinger, Jerry Fritz, Landon Greer, Glenn Nielson and Stan Wolz, City Administrator, Barry Cook, City Attorney Scott Kolpitcke and Administrative Services Officer/Clerk Cindy Baker

Absent: None

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

Council Member Greer made a motion seconded by Council Member Ballinger to approve the consent calendar as amended which includes approval of Minutes — Regular Minutes from June 20, 2017; approve Vouchers and Payroll in the amount of \$472,536.15; authorize the Mayor to enter into and sign an agreement between the City of Cody and Park County School District for the purpose of providing School Resource Officer; authorize City Staff to electronically submit an application through grants.gov for the National Crime Statistics exchange grant offered by the U.S. Bureau of Justice, listing Mayor Hall as the authorized representative; authorize the Mayor to enter into and sign the Second Amendment to the Lease dated January 2000, between the City of Cody and the Park County Arena Board and authorize the Mayor to sign the Consent to Assignment/sublease as it relates the agreement between the City of Cody and the Park County Arena Board. Vote was unanimous.

There being no further action Mayor Hall adjourned the meeting at 7:18 p.m.

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Matt Hall  
Mayor

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Cindy Baker  
Administrative Services Officer/Clerk

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>ALEXANDER, TONJA</b>					
	16.2630.30	REFUND DEPOSIT	07/03/2017	89.49	.00
Total :				89.49	.00
Total ALEXANDER, TONJA:				89.49	.00
<b>AMERICAN FAMILY LIFE ASSUR</b>					
	854047	AFLAC PREMIUM	06/30/2017	2,078.76	2,078.76
Total :				2,078.76	2,078.76
Total AMERICAN FAMILY LIFE ASSUR:				2,078.76	2,078.76
<b>AMERICAN WELDING &amp; GAS, INC.</b>					
	04903327	CUTTING TORCH SUPPLIES	06/30/2017	25.85	.00
	04903328	SUPPLIES	06/30/2017	57.65	.00
Total :				83.50	.00
Total AMERICAN WELDING & GAS, INC.:				83.50	.00
<b>ANIXTER INC</b>					
	3532312-03	Arrestor, 10 kV MOV Overhead	06/27/2017	667.94	.00
	3532312-03	Arrestor, 10 kV MOV Overhead	06/27/2017	667.94	.00
	3532312-03	ARR10KV	06/27/2017	606.00	.00
	3532312-04	Arrestor, 10kV MOV Overhead - Transform	06/29/2017	667.94	.00
	3541349-00	SY - Xfmr 1ph 50 kVA O/H 120/240	06/21/2017	1,175.44	.00
	3541349-00	Xfmr 1ph 25 kVA URD 120/240-7.2	06/21/2017	5,892.92	.00
Total :				8,342.30	.00
Total ANIXTER INC:				8,342.30	.00
<b>ARBOR SOLUTIONS TREE CARE</b>					
DANFORTH, AARON	1382	TREE TRIMMING	07/08/2017	2,800.00	.00
Total :				2,800.00	.00
Total ARBOR SOLUTIONS TREE CARE:				2,800.00	.00
<b>BACON, PAIGE</b>					
CODY MOBILE ART STUDIO	005	PAPER SCULPTURE CLASS	06/03/2017	14.00	.00
CODY MOBILE ART STUDIO	006	COMIC DRAWING CLASS	06/20/2017	21.00	.00
CODY MOBILE ART STUDIO	007	DADDY & DUDE MOMMY & ME CLASS	06/24/2017	14.00	.00
CODY MOBILE ART STUDIO	008	SUPER SHARPIE CLASS	06/27/2017	21.00	.00
Total :				70.00	.00
Total BACON, PAIGE:				70.00	.00
<b>BAILEY ENTERPRISES INCORPORATED</b>					
	061517	Unleaded	06/27/2017	420.14	.00
	061517	Unleaded	06/27/2017	68.47	.00
	061517	Unleaded	06/27/2017	1,046.88	.00
	061517	Diesel	06/27/2017	320.40	.00
	061517	Unleaded	06/27/2017	787.06	.00
	061517	Unleaded	06/27/2017	35.26	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	061517	Unleaded	06/27/2017	99.56	.00
	061517	Diesel	06/27/2017	1,057.06	.00
	061517	Unleaded	06/27/2017	187.37	.00
	061517	Unleaded	06/27/2017	58.72	.00
	061517	Diesel	06/27/2017	2,254.73	.00
	061517	Unleaded	06/27/2017	122.58	.00
	061517	Unleaded	06/27/2017	335.02	.00
	061517	Diesel	06/27/2017	436.70	.00
	061517	Unleaded	06/27/2017	36.63	.00
	061517	Diesel	06/27/2017	480.78	.00
	061517	Unleaded	06/27/2017	252.39	.00
	063017	Unleaded	07/06/2017	400.43	.00
	063017	Unleaded	07/06/2017	75.03	.00
	063017	Unleaded	07/06/2017	1,370.49	.00
	063017	Diesel	07/06/2017	393.90	.00
	063017	Unleaded	07/06/2017	530.62	.00
	063017	Unleaded	07/06/2017	144.13	.00
	063017	Diesel	07/06/2017	125.81	.00
	063017	Unleaded	07/06/2017	87.03	.00
	063017	Unleaded	07/06/2017	28.20	.00
	063017	Diesel	07/06/2017	565.53	.00
	063017	Unleaded	07/06/2017	405.67	.00
	063017	Diesel	07/06/2017	2,477.60	.00
	063017	Unleaded	07/06/2017	150.24	.00
	063017	Diesel	07/06/2017	65.32	.00
	063017	Unleaded	07/06/2017	139.95	.00
	063017	Diesel	07/06/2017	124.30	.00
	063017	Unleaded	07/06/2017	210.37	.00
	063017	Diesel	07/06/2017	513.46	.00
	063017	Unleaded	07/06/2017	351.13	.00
Total :				16,158.96	.00
Total BAILEY ENTERPRISES INCORPORATED:				16,158.96	.00
<b>BEASLEY, KALYN</b>					
	1814	REC CENTER REFUND	07/06/2017	100.00	.00
Total :				100.00	.00
Total BEASLEY, KALYN:				100.00	.00
<b>BETTIS, MATTHEW</b>					
	2.0930.35	REFUND DEPOSIT	06/30/2017	299.92	.00
Total :				299.92	.00
Total BETTIS, MATTHEW:				299.92	.00
<b>BILLINGS GAZETTE</b>					
	JUNE2017	ADVERTISING	06/25/2017	406.00	.00
Total :				406.00	.00
Total BILLINGS GAZETTE:				406.00	.00
<b>BLACK HILLS ENERGY</b>					
	070717	UTILITIES	07/07/2017	21.62	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070717	UTILITIES	07/07/2017	205.78	.00
	070717	UTILITIES	07/07/2017	135.42	.00
	070717	UTILITIES	07/07/2017	1,269.91	.00
	070717	UTILITIES	07/07/2017	3,809.72	.00
	070717	UTILITIES	07/07/2017	26.03	.00
	070717	UTILITIES	07/07/2017	6.70	.00
	070717	UTILITIES	07/07/2017	38.30	.00
	070717	UTILITIES	07/07/2017	3.94	.00
	070717	UTILITIES	07/07/2017	76.55	.00
	070717	UTILITIES	07/07/2017	20.52	.00
Total :				5,614.49	.00
Total BLACK HILLS ENERGY:				5,614.49	.00
<b>BLACKBOARD INC</b>					
	BB-174196	BLACKBOARD CONNECT MESSAGING	05/23/2017	3,141.52	.00
	BB-174196	BLACKBOARD CONNECT MESSAGING	05/23/2017	3,141.53	.00
	BB-174196	BLACKBOARD CONNECT MESSAGING	05/23/2017	3,141.53	.00
	BB-174196	BLACKBOARD CONNECT MESSAGING	05/23/2017	3,141.53	.00
Total :				12,566.11	.00
Total BLACKBOARD INC:				12,566.11	.00
<b>BOBCAT OF BIG HORN BASIN, INC.</b>					
	26598	HYDRAULIC BREAKER	07/05/2017	2,341.66	.00
	26598	HYDRAULIC BREAKER	07/05/2017	2,341.66	.00
	26598	HYDRAULIC BREAKER	07/05/2017	2,341.68	.00
Total :				7,025.00	.00
Total BOBCAT OF BIG HORN BASIN, INC.:				7,025.00	.00
<b>BORDER STATES INDUSTRIES, INC</b>					
	913310958	CODY LABS	06/29/2017	2,094.12	.00
Total :				2,094.12	.00
Total BORDER STATES INDUSTRIES, INC:				2,094.12	.00
<b>BRINEGAR, TOM</b>					
	62717	SUNSET BLVD SIDEWALK & DRIVEWAY	06/27/2017	1,594.35	.00
Total :				1,594.35	.00
Total BRINEGAR, TOM:				1,594.35	.00
<b>CARQUEST AUTO PARTS</b>					
	2874-IC-32885	credit repair parts - VM	06/06/2017	2.83-	.00
	2874-IC-33029	credit repair parts - VM	06/26/2017	22.00-	.00
	2874-IC-33043	credit repair parts - VM	06/27/2017	197.25-	.00
	2874-IC-33074	credit repair parts - VM	06/30/2017	107.98-	.00
	2874-ID-32848	shop supplies - VM	06/01/2017	17.59	.00
	2874-ID-32849	repair parts - VM	06/01/2017	15.80	.00
	2874-ID-32850	repair parts - VM	06/01/2017	12.53	.00
	2874-ID-32850	repair parts - VM	06/01/2017	52.07	.00
	2874-ID-32853	repair parts - VM	06/01/2017	15.15	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	2874-ID-32854	repair parts - VM	06/01/2017	42.31	.00
	2874-ID-32859	repair parts - VM	06/02/2017	10.66	.00
	2874-ID-32872	repair parts - VM	06/05/2017	3.04	.00
	2874-ID-32882	repair parts - VM	06/06/2017	8.41	.00
	2874-ID-32884	repair parts - VM	06/06/2017	2.66	.00
	2874-ID-32902	repair parts - VM	06/08/2017	1.39	.00
	2874-ID-32906	repair parts - VM	06/08/2017	28.07	.00
	2874-ID-32913	repair parts - VM	06/09/2017	36.81	.00
	2874-ID-32922	repair parts - VM	06/12/2017	61.22	.00
	2874-ID-32923	repair parts - VM	06/12/2017	25.99	.00
	2874-ID-32924	repair parts - VM	06/12/2017	3.04	.00
	2874-ID-32941	repair parts - VM	06/14/2017	11.02	.00
	2874-ID-32942	repair parts - VM	06/14/2017	24.50	.00
	2874-ID-32960	repair parts - VM	06/16/2017	5.96	.00
	2874-ID-32976	repair parts - VM	06/19/2017	11.05	.00
	2874-ID-32976	repair parts - VM	06/19/2017	112.44	.00
	2874-ID-32984	repair parts - VM	06/20/2017	24.50	.00
	2874-ID-32985	repair parts - VM	06/20/2017	34.31	.00
	2874-ID-32995	repair parts - VM	06/21/2017	3.04	.00
	2874-ID-32999	shop supplies - VM	06/21/2017	3.67	.00
	2874-ID-33004	repair parts - VM	06/22/2017	5.60	.00
	2874-ID-33008	repair parts - VM	06/22/2017	20.65	.00
	2874-ID-33029	repair parts - VM	06/26/2017	277.64	.00
	2874-ID-33033	repair parts - VM	06/26/2017	38.67	.00
	2874-ID-33042	repair parts - VM	06/27/2017	191.39	.00
	2874-ID-33042	repair parts - VM	06/27/2017	21.15	.00
	2874-ID-33047	repair parts - VM	06/28/2017	8.92	.00
	2874-ID-33062	repair parts - VM	06/29/2017	61.95	.00
	2874-ID-33066	repair parts - VM	06/30/2017	209.96	.00
Total :				1,073.10	.00
Total CARQUEST AUTO PARTS:				1,073.10	.00
<b>CITY OF CODY</b>					
	070317	RESTITUTION FROM RAY CARPENTER MC-1611 -001	07/03/2017	200.00	.00
	63017	FINGER PRINTING	06/30/2017	17.00	.00
Total :				217.00	.00
Total CITY OF CODY:				217.00	.00
<b>CITY OF CODY</b>					
	63017	NOTARY BOND FILING FEE	06/30/2017	18.00	.00
Total :				18.00	.00
Total CITY OF CODY :				18.00	.00
<b>CITY OF CODY</b>					
	63017	NOTARY BOND FILLING FEE	06/30/2017	18.00	.00
	63017	UTILITY EASEMENT FILLING FEE	06/30/2017	30.00	.00
	63017	LICENSE PLATES & TITLES	06/30/2017	17.00	.00
	63017	LICENSE PLATE TRANSFER	06/30/2017	2.00	.00
	63017	BATTERIES	06/30/2017	19.50	.00
	63017	MINI GOLF PETTY CASH	06/30/2017	150.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				236.50	.00
Total CITY OF CODY:				236.50	.00
<b>CLARK, RONALD W</b>					
TOWN TAXI	071817	TIPSY TAXI VOUCHERS	07/18/2017	210.00	.00
Total :				210.00	.00
Total CLARK, RONALD W:				210.00	.00
<b>CODY VETERINARY HOSPITAL</b>					
	6495	RESTITUTION MC-1703-017 JOSHUA WARD	07/03/2017	400.00	.00
Total :				400.00	.00
Total CODY VETERINARY HOSPITAL:				400.00	.00
<b>CODY YELLOWSTONE AIR IMPROVE RESOURCES</b>					
	62817	COMMUNITY FUNDING ALLOCATION	06/28/2017	198.00	.00
Total :				198.00	.00
Total CODY YELLOWSTONE AIR IMPROVE RESOURCES:				198.00	.00
<b>COLLINGWOOD, TERESA</b>					
	1813	REC CENTER REFUND	07/06/2017	30.00	.00
Total :				30.00	.00
Total COLLINGWOOD, TERESA:				30.00	.00
<b>COPENHAVER KATH KITCHEN KOLPITCKE LLC</b>					
	063017	LEGAL SERVICES - JUNE 2017	07/06/2017	6,907.92	.00
Total :				6,907.92	.00
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				6,907.92	.00
<b>CURLESS, BARBARA</b>					
	062917	MILEAGE REIMBURSEMENT	06/29/2017	35.28	.00
Total :				35.28	.00
Total CURLESS, BARBARA:				35.28	.00
<b>DARRELL, CHRISTOPHER J</b>					
HOWDY DARREL	071917	CONCERTS IN THE PARK	07/19/2017	1,000.00	.00
Total :				1,000.00	.00
Total DARRELL, CHRISTOPHER J:				1,000.00	.00
<b>DIVISION OF VICTIM'S SERVICES</b>					
	070317	CRIME VICTIMS COMP - JUNE 2017	07/03/2017	200.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				200.00	.00
Total DIVISION OF VICTIM'S SERVICES:				200.00	.00
<b>EASTMAN, RINDA</b>					
	0617	PERSONAL TRAINING	07/05/2017	155.85	.00
Total :				155.85	.00
Total EASTMAN, RINDA:				155.85	.00
<b>ENERGY LABORATORIES, INC</b>					
	87591	WATER SAMPLE TESTING	06/29/2017	350.00	.00
Total :				350.00	.00
Total ENERGY LABORATORIES, INC:				350.00	.00
<b>ENGINEERING ASSOCIATES</b>					
	3706016	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	06/21/2017	5,318.68	.00
	3706016	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	06/21/2017	12,571.43	.00
	3706016	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	06/21/2017	6,285.71	.00
	3706017	PROJECT NO. 14111.02 WWTF PHASE 2 PROCESS DESIGN	06/21/2017	5,206.00	.00
	3707002	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	07/05/2017	1,373.02	.00
	3707002	PROJECT NO 14111.01 WWTF PRETREATMENT BLDG EMBANKMENT	07/05/2017	3,245.32	.00
	3707002	PROJECT NO. 14111.02 WWTF PHASE 2 PROCESS DESIGN	07/05/2017	1,622.66	.00
	3707003	PROJECT NO. 14111.02 WWTF PHASE 2 PROCESS DESIGN	07/05/2017	1,822.50	.00
	3707004	PROJECT NO 17009.11 MISC MATERIALS TESTING - SUNSET BLVD	07/05/2017	1,014.40	.00
Total :				38,459.72	.00
Total ENGINEERING ASSOCIATES:				38,459.72	.00
<b>FOLKER, RANDY</b>					
	063017	REFUND ON MC-1706-007	06/30/2017	210.00	.00
Total :				210.00	.00
Total FOLKER, RANDY:				210.00	.00
<b>HABECK, BEVERLY</b>					
	9.1480.41	REFUND DEPOSIT	06/30/2017	36.82	.00
Total :				36.82	.00
Total HABECK, BEVERLY:				36.82	.00
<b>HARRIS TRUCKING AND CONSTRUCTION CO.</b>					
	129495	ASPHALT & TRUCKING	06/17/2017	27,020.00	.00
	129495	ASPHALT & TRUCKING	06/17/2017	1,000.50	.00
	129495	ASPHALT & TRUCKING	06/17/2017	3,692.96	.00
	PAY APP #7 W	WASTE WATER TREATMENT FACILITY PHASE 1	07/05/2017	36,543.28	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	PAY APP #7 W	WASTE WATER TREATMENT FACILITY PHASE 1	07/05/2017	86,375.03	.00
	PAY APP #7 W	WASTE WATER TREATMENT FACILITY PHASE 1	07/05/2017	43,187.52	.00
	RET #7 WWTF	WWTF - PHASE 1 RETAINGE	07/05/2017	4,060.37	.00
	RET #7 WWTF	WWTF - PHASE 1 RETAINGE	07/05/2017	9,597.23	.00
	RET #7 WWTF	WWTF - PHASE 1 RETAINGE	07/05/2017	4,798.61	.00
Total :				216,275.50	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO.:				216,275.50	.00
<b>HARRIS, MARSHA</b>					
	7115010	REFUND OVERPAYMENT ON UTILITY ACCOUNT	07/06/2017	1,306.82	.00
Total :				1,306.82	.00
Total HARRIS, MARSHA:				1,306.82	.00
<b>HAUGHIAN, CHARLOTTE</b>					
	070617	REFUND CASH BOND POSTED FOR TRENT HAUGHIAN MC-1410-035	07/06/2017	1,000.00	.00
Total :				1,000.00	.00
Total HAUGHIAN, CHARLOTTE:				1,000.00	.00
<b>HOSTEN, DIANE</b>					
	4.0590.41	REFUND DEPOSIT	06/30/2017	400.00	.00
Total :				400.00	.00
Total HOSTEN, DIANE:				400.00	.00
<b>J &amp; J CONSTRUCTION LLC</b>					
	PAY APP 4 SU	SUNSET BLVD WATER PROJECT	07/07/2017	66,852.73	.00
	PAY APP 4 SU	SUNSET BLVD WATER PROJECT	07/07/2017	40,000.00	.00
	PAY APP 4 SU	SUNSET BLVD WATER PROJECT	07/07/2017	12,224.38	.00
	PAY APP 4 SU	SUNSET BLVD WATER PROJECT	07/07/2017	22,312.70	.00
	RET 4 SUNSE	SUNSET BLVD WATER MAIN RETAINAGE	07/07/2017	511.14	.00
Total :				141,900.95	.00
Total J & J CONSTRUCTION LLC:				141,900.95	.00
<b>JONES, AMY</b>					
	070517	PERSONAL TRAINING	07/05/2017	49.88	.00
Total :				49.88	.00
Total JONES, AMY:				49.88	.00
<b>JUST BE YOU INC</b>					
CHILDREN'S PLAY STRUCTURES	INV6565E	MENTOCK PARK RETAINAGE	06/02/2017	36,113.70	.00
Total :				36,113.70	.00
Total JUST BE YOU INC:				36,113.70	.00
<b>KEELE SANITATION, LLC</b>					
	606490	HUGH SMITH RESTROOMS	06/26/2017	187.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				187.50	.00
Total KEELE SANITATION, LLC:				187.50	.00
<b>KENCO ENTERPRISES INC</b>					
KENCO SECURITY AND TECHNOLOG	1399397	ALARM SYSTEM	07/01/2017	103.50	.00
Total :				103.50	.00
Total KENCO ENTERPRISES INC:				103.50	.00
<b>KITCHEN, SCOTT</b>					
	432072	MILEAGE REIMBURSEMENT	06/30/2017	32.15	.00
Total :				32.15	.00
Total KITCHEN, SCOTT:				32.15	.00
<b>KRUBECK, LUCAS</b>					
	070517	PERSONAL TRAINER	07/05/2017	504.71	.00
Total :				504.71	.00
Total KRUBECK, LUCAS:				504.71	.00
<b>LAW OFFICE OF ALEX H. SITZ III INC</b>					
	18245	COURT APPOINTED ATTORNEY - REBECCA VARIAN	06/26/2017	95.26	.00
Total :				95.26	.00
Total LAW OFFICE OF ALEX H. SITZ III INC:				95.26	.00
<b>LEWIS, ELLA</b>					
	070317	RESTITUTION FROM STEPHEN REX JR MC-1701-001	07/03/2017	200.00	.00
Total :				200.00	.00
Total LEWIS, ELLA:				200.00	.00
<b>LUCAS, JOSHUA J</b>					
	070617	REFUND OF CASH BOND MC-1309-028	07/06/2017	250.00	.00
Total :				250.00	.00
Total LUCAS, JOSHUA J:				250.00	.00
<b>MALTBY, CONNIE</b>					
	070317	RESTITUTION FROM JOHN EDWARDS MC-1606-002	07/03/2017	100.00	.00
Total :				100.00	.00
Total MALTBY, CONNIE:				100.00	.00
<b>MIDWAY AUTO SALES</b>					
	070317	RESTITUTION FROM MCKENZIE RAY MC-1701-015	07/03/2017	100.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				100.00	.00
Total MIDWAY AUTO SALES:				100.00	.00
<b>MIDWEST ENTERPRISES</b>					
MIDWEST FENCE	33385	CHAIN LINK FENCE INSTALLATION	04/24/2017	450.00	.00
MIDWEST FENCE	33391	CHAIN LINK REPAIR AT WATER TANK/FIRE SCHOOL	04/24/2017	259.90	.00
Total :				709.90	.00
Total MIDWEST ENTERPRISES:				709.90	.00
<b>MOORE, CHARLES</b>					
	1812	REC CENTER REFUND	07/06/2017	444.00	.00
Total :				444.00	.00
Total MOORE, CHARLES:				444.00	.00
<b>MOORE, CHARLES D</b>					
CMS CONSULTING LLC	CMS17031	CONCERT IN THE PARK - SYSTEM	04/19/2017	159.20	.00
Total :				159.20	.00
Total MOORE, CHARLES D:				159.20	.00
<b>MOORE, SCOTT</b>					
	062717	WITNESS FEES MC-1705-029	06/27/2017	5.00	.00
Total :				5.00	.00
Total MOORE, SCOTT:				5.00	.00
<b>MORRISON-MAIERLE INC</b>					
	174872	STAKING PROPERTY LINES	06/09/2017	536.29	.00
Total :				536.29	.00
Total MORRISON-MAIERLE INC:				536.29	.00
<b>NCPERS WYOMING</b>					
	63017	PREMIUM	06/30/2017	384.00	384.00
Total :				384.00	384.00
Total NCPERS WYOMING:				384.00	384.00
<b>NICHOLSON, JIM</b>					
NICHOLSON DIRT CONTRACTING	10347	CONCRETE CRUSHING	06/22/2017	7,500.00	.00
Total :				7,500.00	.00
Total NICHOLSON, JIM:				7,500.00	.00
<b>NORCO, INC.</b>					
	21462975	CYLINDER RENT	06/30/2017	11.76	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				11.76	.00
Total NORCO, INC.:				11.76	.00
<b>NYFFLER, RHONDA</b>					
	070317	RESTITUTION FROM JENNIFER WEINGARTNER MC-1510-002	07/03/2017	100.00	.00
Total :				100.00	.00
Total NYFFLER, RHONDA:				100.00	.00
<b>ONE-CALL OF WYOMING</b>					
	45333	ONE-CALL FEES - JUNE 2017	07/05/2017	29.82	.00
	45333	ONE-CALL FEES - JUNE 2017	07/05/2017	29.81	.00
	45333	ONE-CALL FEES - JUNE 2017	07/05/2017	29.81	.00
	45333	ONE-CALL FEES - JUNE 2017	07/05/2017	29.81	.00
Total :				119.25	.00
Total ONE-CALL OF WYOMING:				119.25	.00
<b>PARK COUNTY ANIMAL SHELTER</b>					
	70117	ANIMAL SERVICE CONTRACT	07/01/2017	3,750.00	.00
Total :				3,750.00	.00
Total PARK COUNTY ANIMAL SHELTER:				3,750.00	.00
<b>PARK COUNTY LANDFILL</b>					
	063017	LANDFILL CHARGES	06/30/2017	79,975.38	.00
	063017	LANDFILL CHARGES	06/30/2017	38.22	.00
Total :				80,013.60	.00
Total PARK COUNTY LANDFILL:				80,013.60	.00
<b>PARK COUNTY PUBLIC HEALTH</b>					
	1301	HEP B VACCINE	06/21/2017	40.00	.00
Total :				40.00	.00
Total PARK COUNTY PUBLIC HEALTH:				40.00	.00
<b>PARK COUNTY SHERIFF</b>					
	063017	INCARCERATION - JUNE 2017	06/30/2017	90.00	.00
Total :				90.00	.00
Total PARK COUNTY SHERIFF:				90.00	.00
<b>PELIS, RYAN</b>					
	070217	RESTITUTION FROM MC-1504-021 RHIANNON THOMPSON	07/02/2017	200.00	.00
Total :				200.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total PELIS, RYAN:				200.00	.00
<b>PLAN ONE ARCHITECTS</b>					
	1642-7	MENTOCK PARK	06/30/2017	370.00	.00
	1642-7	MENTOCK PARK	06/30/2017	630.00	.00
Total :				1,000.00	.00
Total PLAN ONE ARCHITECTS:				1,000.00	.00
<b>POSTELL, CONSUELA</b>					
	070317	RESTITUTION FROM KYM D ERWIN MC-1601-003	07/03/2017	100.00	.00
Total :				100.00	.00
Total POSTELL, CONSUELA:				100.00	.00
<b>POWELL TRIBUNE</b>					
	063017	ADVERTISING	06/30/2017	164.00	.00
Total :				164.00	.00
Total POWELL TRIBUNE:				164.00	.00
<b>PROFFIT, DOUGLAS J</b>					
PROFFITS ENTERPRISES LLC	5367	CONTRACT MOWING GREYBULL/TAGGART HILLS	05/04/2017	380.00	.00
PROFFITS ENTERPRISES LLC	5447	CONTRACT MOWING GREYBULL/TAGGART HILLS	05/11/2017	380.00	.00
PROFFITS ENTERPRISES LLC	5617	CONTRACT MOWING GREYBULL/TAGGART HILLS	05/25/2017	380.00	.00
PROFFITS ENTERPRISES LLC	5794	CONTRACT MOWING GREYBULL/TAGGART HILLS	06/08/2017	1,140.00	.00
Total :				2,280.00	.00
Total PROFFIT, DOUGLAS J:				2,280.00	.00
<b>PROGRESSIVE BUSINESS PUBLICATIONS</b>					
	061917	DUES & SUBSCRIPTION	06/19/2017	504.24	.00
Total :				504.24	.00
Total PROGRESSIVE BUSINESS PUBLICATIONS:				504.24	.00
<b>PROVIDENT LIFE &amp; ACCIDENT INS</b>					
	63017	PREMIUMS	06/30/2017	167.06	167.06
Total :				167.06	167.06
Total PROVIDENT LIFE & ACCIDENT INS :				167.06	167.06
<b>RIMROCK TIRE INC</b>					
	2-181722	EQPT REPAIR	05/24/2017	40.95	.00
Total :				40.95	.00
Total RIMROCK TIRE INC:				40.95	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
<b>ROCKY MOUNTAIN PHOTO</b>					
	062917	MAYOR PHOTO'S	06/29/2017	41.90	.00
	062917	MAYOR PHOTO'S	06/29/2017	41.90-	.00
	399673	MAYOR PHOTO'S	06/29/2017	41.90	.00
Total :				41.90	.00
Total ROCKY MOUNTAIN PHOTO:				41.90	.00
<b>SABER PEST CONTROLL LLC</b>					
	103	PEST CONTROL - REC CENTER	06/23/2017	80.00	.00
	AUD101	PEST CONTROL - AUDITORIUM	06/23/2017	80.00	.00
	AUD102	PEST CONTROL - AUDITORIUM	06/28/2017	80.00	.00
	CH101	PEST CONTROL - CITY HALL	06/23/2017	60.00	.00
	CH102	PEST CONTROL - CITY HALL	06/28/2017	60.00	.00
	REC104	PEST CONTROL - REC CENTER	06/28/2017	180.00	.00
Total :				540.00	.00
Total SABER PEST CONTROLL LLC:				540.00	.00
<b>SAGE CIVIL ENGINEERING</b>					
	2842	TRAILHEAD OPEN SPACE	07/05/2017	3,450.00	.00
Total :				3,450.00	.00
Total SAGE CIVIL ENGINEERING:				3,450.00	.00
<b>SHEARER, STEVEN M</b>					
	6585	CONCERTS IN THE PARK BANNERS	06/30/2017	216.00	.00
	6585	CONCERTS IN THE PARK BANNERS	06/30/2017	216.00-	.00
	6585	CONCERTS IN THE PARK BANNERS	06/30/2017	216.00	.00
Total :				216.00	.00
Total SHEARER, STEVEN M:				216.00	.00
<b>SHEETS, BILL</b>					
	061217	BLACKBURN OVERLAY	06/12/2017	3,120.00	.00
Total :				3,120.00	.00
Total SHEETS, BILL:				3,120.00	.00
<b>SHOSHONE MUNICIPAL PIPELINE</b>					
	070117	WATER PURCHASE - JUNE 2017	07/01/2017	156,411.06	.00
Total :				156,411.06	.00
Total SHOSHONE MUNICIPAL PIPELINE:				156,411.06	.00
<b>SYSTEMS GRAPHICS INC</b>					
	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	4.07	.00
	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	48.83	.00
	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	69.18	.00
	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	28.49	.00
	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	256.38	.00
	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	28.49-	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
ADVANCED INFO SYSTEMS	13861	CYCLE 3 OUTSOURCE BILLS	06/28/2017	28.49	.00
Total :				406.95	.00
Total SYSTEMS GRAPHICS INC:				406.95	.00
<b>TARR, JOZIE</b>					
	13.0314.12	REFUND DEPOSIT	07/03/2017	256.08	.00
Total :				256.08	.00
Total TARR, JOZIE:				256.08	.00
<b>THE OFFICE SHOP INC</b>					
	60716	COPIER AGREEMENT	05/26/2017	2,193.57	.00
	60716	COPIER AGREEMENT	05/26/2017	2,193.57-	.00
	60716	COPIER AGREEMENT	05/26/2017	2,193.57	.00
	62526	COPIER CONTRACT - SHOP	06/26/2017	7.68	.00
	62526	COPIER CONTRACT - SHOP	06/26/2017	7.67	.00
	62526	COPIER CONTRACT - SHOP	06/26/2017	7.67	.00
	62526	COPIER CONTRACT - SHOP	06/26/2017	7.68	.00
	62526	COPIER CONTRACT - SHOP	06/26/2017	7.67	.00
	62526	COPIER CONTRACT - SHOP	06/26/2017	7.67	.00
Total :				2,239.61	.00
Total THE OFFICE SHOP INC:				2,239.61	.00
<b>U S BANK PURCHASE CARD</b>					
	070617	Disputed transaction	07/06/2017	969.00	.00
	070617	Grants management textbooks	07/06/2017	68.28	.00
	070617	Disputed transaction	07/06/2017	103.95	.00
	070617	advertising	07/06/2017	2,201.65	.00
	070617	utilities - phone tct	07/06/2017	836.68	.00
	070617	Thomson Reuters Finance Checkpoint subscription	07/06/2017	634.25	.00
	070617	break room supplies	07/06/2017	282.40	.00
	070617	notary stamp	07/06/2017	29.95	.00
	070617	Chair armrests	07/06/2017	24.95	.00
	070617	Binders & index tab dividers	07/06/2017	27.39	.00
	070617	Office supplies	07/06/2017	20.68	.00
	070617	supplies	07/06/2017	13.81	.00
	070617	supplies	07/06/2017	29.79	.00
	070617	long distance - bcn WSC	07/06/2017	132.04	.00
	070617	utilities - phones - TCT	07/06/2017	846.15	.00
	070617	utilities - cell phone - verizon	07/06/2017	25.30	.00
	070617	utilities - cell phones verizon	07/06/2017	13.30	.00
	070617	advertising	07/06/2017	2,206.65	.00
	070617	advertising	07/06/2017	549.00	.00
	070617	advertising	07/06/2017	170.00	.00
	070617	advertising	07/06/2017	370.00	.00
Total ADMINISTRATIVE SERVICES:				9,555.22	.00
	070617	Rec Trac software support	07/06/2017	3,652.00	.00
	070617	training	07/06/2017	40.00	.00
	070617	training	07/06/2017	140.00	.00
	070617	training	07/06/2017	27.00	.00
	070617	training	07/06/2017	35.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	training	07/06/2017	385.00	.00
	070617	Lifeguard training	07/06/2017	175.00	.00
	070617	CO2	07/06/2017	324.00	.00
	070617	whistles for programs	07/06/2017	821.36	.00
	070617	programs	07/06/2017	36.11	.00
	070617	programs	07/06/2017	175.86	.00
	070617	programs	07/06/2017	28.33	.00
	070617	programs	07/06/2017	65.91	.00
	070617	programs	07/06/2017	40.00	.00
Total AQUATICS:				5,945.57	.00
	070617	utilities - cell phone - verizon	07/06/2017	49.49	.00
	070617	utilities - cell phones verizon	07/06/2017	49.48	.00
Total CITY ADMINISTRATOR:				98.97	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Training and Education - Scott King	07/06/2017	59.00	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Training and Education	07/06/2017	69.00	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Training and Education	07/06/2017	59.00	.00
	070617	Office Supplies	07/06/2017	6.19	.00
	070617	utilities - cell phone - verizon	07/06/2017	327.62	.00
	070617	utilities - cell phones verizon	07/06/2017	255.32	.00
	070617	computer equipment	07/06/2017	25.95	.00
Total COMMUNITY DEVELOPMENT:				1,215.08	.00
	070617	Streetlight conduit	07/06/2017	36.64	.00
	070617	utiities - phone tct	07/06/2017	86.23	.00
	070617	random testing	07/06/2017	36.00	.00
	070617	Hand Tools	07/06/2017	452.47	.00
	070617	Hand Tools	07/06/2017	19.78	.00
	070617	Hand tool, Supplies	07/06/2017	41.45	.00
	070617	Hand tools	07/06/2017	26.16	.00
	070617	hand tools	07/06/2017	112.58	.00
	070617	Hardware Supplies	07/06/2017	58.90	.00
	070617	Locating Paint	07/06/2017	95.52	.00
	070617	Supplies	07/06/2017	36.52	.00
	070617	Supplies	07/06/2017	118.83	.00
	070617	Truck Supplies	07/06/2017	63.96	.00
	070617	Connector supply	07/06/2017	34.10	.00
	070617	Hand tool, Supplies	07/06/2017	131.06	.00
	070617	Hardware Supplies	07/06/2017	18.11	.00
	070617	Supplies	07/06/2017	22.89	.00
	070617	Truck Supplies	07/06/2017	63.21	.00
	070617	Truck supplies	07/06/2017	53.44	.00
	070617	Safety Glasses	07/06/2017	36.95	.00
	070617	Shipping for Glove Testing	07/06/2017	268.71	.00
	070617	Replacement Rubber Gloves	07/06/2017	2,301.68	.00
	070617	Wash B42	07/06/2017	5.70	.00
	070617	Wash B42 Explorer	07/06/2017	13.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	Wash Explorer	07/06/2017	6.46	.00
	070617	Streetlight Repair Conduit	07/06/2017	47.19	.00
	070617	utilities - phones - TCT	07/06/2017	86.24	.00
	070617	utilities - cell phone - verizon	07/06/2017	293.45	.00
	070617	utilities - cell phones verizon	07/06/2017	422.06	.00
	070617	Utilities - Century Link	07/06/2017	38.57	.00
	070617	Big Horn Tie Line	07/06/2017	220.86	.00
	070617	Beacon Hill Tie Line	07/06/2017	123.83	.00
Total ELECTRIC:				5,372.55	.00
	070617	credit for charges from previous month (Sales Tax refund)	07/06/2017	13.30-	.00
	070617	meeting expenses	07/06/2017	4.60	.00
	070617	meeting expenses	07/06/2017	2.10	.00
	070617	SUPPLIES - MAYOR WALL FRAMES	07/06/2017	39.61	.00
	070617	Meal - WMPA Travel to Lusk	07/06/2017	7.70	.00
	070617	Fuel - WMPA Travel to Lusk, WY	07/06/2017	13.43	.00
	070617	Fuel - WMPA travel to Lusk	07/06/2017	11.14	.00
	070617	Fuel - WMPA Travel to Lusk, WY	07/06/2017	27.01	.00
Total MAYOR-COUNCIL:				92.29	.00
	070617	utiities - phone tct	07/06/2017	86.14	.00
	070617	Rec Trac software support	07/06/2017	2,000.00	.00
	070617	pre-employment drug testing	07/06/2017	40.00	.00
	070617	Pruners	07/06/2017	24.99	.00
	070617	Paddlelocks (Returned)	07/06/2017	60.65-	.00
	070617	Supplies	07/06/2017	15.58	.00
	070617	Algaecide for mini golf	07/06/2017	21.95	.00
	070617	Cleaning supplies	07/06/2017	141.67	.00
	070617	Supplies	07/06/2017	124.41	.00
	070617	Supplies	07/06/2017	321.74	.00
	070617	advertising	07/06/2017	315.00	.00
	070617	Cleaning supplies	07/06/2017	11.99	.00
	070617	Door sweeps	07/06/2017	29.98	.00
	070617	Door sweeps	07/06/2017	1.92	.00
	070617	Pre-emergent for flower planting	07/06/2017	19.99	.00
	070617	Sharpening mower blades	07/06/2017	7.99	.00
	070617	Supplies	07/06/2017	28.98	.00
	070617	Supplies	07/06/2017	7.99	.00
	070617	Irrigation	07/06/2017	11.04	.00
	070617	Legion flag pole	07/06/2017	13.99	.00
	070617	Materials	07/06/2017	3.10	.00
	070617	Supplies	07/06/2017	1.49	.00
	070617	Trimmer line	07/06/2017	37.99	.00
	070617	Blower repair	07/06/2017	22.50	.00
	070617	Water truck hose repair	07/06/2017	6.49	.00
	070617	Water truck repair	07/06/2017	6.49	.00
	070617	Trimmer repair	07/06/2017	30.19	.00
	070617	Irrigation	07/06/2017	5.66	.00
	070617	Circle Drive	07/06/2017	53.88	.00
	070617	Circle Drive	07/06/2017	18.96	.00
	070617	Irrigation	07/06/2017	3.99	.00
	070617	War Memorial	07/06/2017	44.11	.00
	070617	Softball Irrigation	07/06/2017	232.33	.00
	070617	Irrigation repairs	07/06/2017	270.00	.00
	070617	War Memorial	07/06/2017	14.50	.00
	070617	utiities - phones - TCT	07/06/2017	86.21	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	utilities - cell phone - verizon	07/06/2017	35.83	.00
	070617	utilities - cell phones verizon	07/06/2017	101.92	.00
Total PARKS MAINTENANCE:				4,140.34	.00
	070617	NASRO Training for C17	07/06/2017	495.00	.00
	070617	Uniform C01	07/06/2017	98.99	.00
	070617	Ice for 4th of July	07/06/2017	3.99	.00
	070617	Ice for 4th of July	07/06/2017	3.99	.00
	070617	Ice for Stampede Week	07/06/2017	7.98	.00
	070617	Ice for 4th July	07/06/2017	7.98	.00
	070617	Car wash C21	07/06/2017	9.00	.00
	070617	Car wash C11	07/06/2017	4.67	.00
	070617	Car Wash C03	07/06/2017	9.00	.00
	070617	utiities - phone tct	07/06/2017	56.45	.00
	070617	random testing	07/06/2017	76.50	.00
	070617	Sewing charges C08	07/06/2017	11.00	.00
	070617	Holster C25	07/06/2017	162.10	.00
	070617	Boots C25	07/06/2017	105.00	.00
	070617	Uniforms C05	07/06/2017	169.98	.00
	070617	Sewing charges C06	07/06/2017	12.00	.00
	070617	Boots C11	07/06/2017	210.00	.00
	070617	Boots C04	07/06/2017	35.43	.00
	070617	Uniform allowance	07/06/2017	271.85	.00
	070617	Uniform Allowance	07/06/2017	132.76	.00
	070617	Uniform shirt and pants C03	07/06/2017	284.56	.00
	070617	Vet Bill case 17-412	07/06/2017	213.71	.00
	070617	Embroider fees C13	07/06/2017	17.00	.00
	070617	Embroidery charge	07/06/2017	11.00	.00
	070617	Ice for the 4th of July	07/06/2017	11.97	.00
	070617	Credit for toner	07/06/2017	12.10-	.00
	070617	Toner for desk top color printer	07/06/2017	241.97	.00
	070617	Traffic Cones	07/06/2017	199.23	.00
	070617	M nitro gloves and barricade tape	07/06/2017	231.30	.00
	070617	Water/Gatorade for Stampede Week	07/06/2017	109.58	.00
	070617	Helmet Bike Patrol C03	07/06/2017	78.75	.00
	070617	Screen printing Bike Patrol Uniform C03	07/06/2017	60.40	.00
	070617	computer supplies - PD	07/06/2017	30.33	.00
	070617	Facebook investigations webinar	07/06/2017	149.00	.00
	070617	Car wash C01	07/06/2017	11.00	.00
	070617	Car wash C05	07/06/2017	9.00	.00
	070617	Car wash C06	07/06/2017	9.00	.00
	070617	Car wash C06	07/06/2017	9.00	.00
	070617	Car wash C06	07/06/2017	9.00	.00
	070617	Car wash C23	07/06/2017	9.00	.00
	070617	Car wash C23	07/06/2017	9.00	.00
	070617	Car wash C23	07/06/2017	9.00	.00
	070617	Car wash C21	07/06/2017	9.00	.00
	070617	Car wash C21	07/06/2017	9.00	.00
	070617	Car wash C11	07/06/2017	6.87	.00
	070617	Car wash C11	07/06/2017	5.57	.00
	070617	Car wash C11	07/06/2017	4.73	.00
	070617	Car wash C09	07/06/2017	9.00	.00
	070617	Car wash C24	07/06/2017	7.96	.00
	070617	Car wash C07	07/06/2017	9.00	.00
	070617	Car wash C07	07/06/2017	9.00	.00
	070617	Car wash C07	07/06/2017	9.00	.00
	070617	Car wash C07	07/06/2017	9.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	Car wash C13	07/06/2017	10.00	.00
	070617	Evidence Shipping	07/06/2017	9.71	.00
	070617	Evidence Shipping	07/06/2017	9.71	.00
	070617	Evidence Shipping	07/06/2017	9.71	.00
	070617	Evidence Shipping	07/06/2017	9.71	.00
	070617	utilities - phones - TCT	07/06/2017	56.45	.00
	070617	utilities - cell phone - verizon	07/06/2017	1,452.05	.00
	070617	utilities - cell phones verizon	07/06/2017	1,452.05	.00
	070617	Utilities - Century Link	07/06/2017	38.34	.00
	070617	Vehicle Tow Case 17-667	07/06/2017	125.00	.00
Total POLICE DEPARTMENT:				6,845.23	.00
	070617	advertising	07/06/2017	75.20	.00
	070617	grease for rec center basket ball extensions	07/06/2017	16.25	.00
	070617	utiities - phone tct	07/06/2017	91.20	.00
	070617	Rec Trac software support	07/06/2017	2,000.00	.00
	070617	uniforms	07/06/2017	155.08	.00
	070617	vacuum	07/06/2017	420.85	.00
	070617	motor for vacuum	07/06/2017	80.25	.00
	070617	advertising	07/06/2017	1,625.20	.00
	070617	office supplies	07/06/2017	7.02	.00
	070617	office supplies	07/06/2017	118.92	.00
	070617	rec center drains	07/06/2017	14.99	.00
	070617	batteries for office at rec center	07/06/2017	54.24	.00
	070617	custodial supplies	07/06/2017	2,584.86	.00
	070617	clamps for rec window	07/06/2017	57.52	.00
	070617	deadbolt for recycle door	07/06/2017	44.95	.00
	070617	key for the pool	07/06/2017	3.79	.00
	070617	plywood to protect window at rec	07/06/2017	92.54	.00
	070617	filters for rec center	07/06/2017	1,931.06	.00
	070617	repairs to lights at rec center	07/06/2017	514.00	.00
	070617	repairs to city hall and rec center	07/06/2017	1,124.45	.00
	070617	belts for air handlers	07/06/2017	426.46	.00
	070617	silicone and cleaner for basketball extensions	07/06/2017	18.34	.00
	070617	plumbing repair, water faucet at rec	07/06/2017	16.88	.00
	070617	belts for air handlers	07/06/2017	305.28	.00
	070617	utilities - phones - TCT	07/06/2017	91.21	.00
	070617	utilities - cell phone - verizon	07/06/2017	61.63	.00
	070617	utilities - cell phones verizon	07/06/2017	62.67	.00
	070617	mini golf supplies	07/06/2017	100.87	.00
	070617	rugs for auditorium	07/06/2017	122.09	.00
	070617	rugs for city hall	07/06/2017	76.32	.00
	070617	towels and rugs for rec center	07/06/2017	14.34	.00
	070617	washer at rec. center	07/06/2017	229.93	.00
Total PUBLIC FACILITIES:				12,538.39	.00
	070617	advertising	07/06/2017	1,555.00	.00
	070617	runners stampede	07/06/2017	13.98	.00
	070617	runners stampede supplies	07/06/2017	134.21	.00
	070617	KOM supplies	07/06/2017	164.19	.00
	070617	utiities - phone tct	07/06/2017	472.07	.00
	070617	Rec Trac software support	07/06/2017	4,000.00	.00
	070617	indoor cycling dues	07/06/2017	119.00	.00
	070617	fitness music	07/06/2017	9.99	.00
	070617	magazine subscriptions	07/06/2017	44.50	.00
	070617	office supplies	07/06/2017	390.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	guest passes	07/06/2017	415.25	.00
	070617	office supplies	07/06/2017	298.25	.00
	070617	Office supplies	07/06/2017	31.44	.00
	070617	Lock repair - Band Stand	07/06/2017	76.50	.00
	070617	middle school life sports bowling	07/06/2017	147.00	.00
	070617	middle school life sports bowling	07/06/2017	175.00	.00
	070617	credit for ice returned	07/06/2017	8.16-	.00
	070617	ice for rec program. Returned	07/06/2017	8.16	.00
	070617	rec program	07/06/2017	7.77	.00
	070617	KOM program	07/06/2017	390.07	.00
	070617	toddler program at rec	07/06/2017	6.88	.00
	070617	KOM programming supplies	07/06/2017	33.53	.00
	070617	supplies for rec programs	07/06/2017	86.90	.00
	070617	supplies for rec program	07/06/2017	22.17	.00
	070617	supplies for rec program	07/06/2017	92.50	.00
	070617	prizes for Patriot run	07/06/2017	185.28	.00
	070617	race bibs	07/06/2017	189.52	.00
	070617	replacement parts	07/06/2017	155.92	.00
	070617	utilities - phones - TCT	07/06/2017	472.11	.00
	070617	utilities - cell phone - verizon	07/06/2017	126.34	.00
	070617	utilities - cell phones verizon	07/06/2017	126.34	.00
	070617	advertising	07/06/2017	400.00	.00
	070617	advertising	07/06/2017	170.00	.00
	070617	Photo wall at rec center	07/06/2017	225.00	.00
	070617	advertising	07/06/2017	726.00	.00
	070617	food for concerts in the park performers	07/06/2017	60.00	.00
	070617	food for concerts in the park performers	07/06/2017	30.00	.00
	070617	food for concerts in the park	07/06/2017	45.00	.00
	070617	poster for concerts in the park	07/06/2017	60.00	.00
	070617	repairs to mini golf	07/06/2017	15.63	.00
	070617	Paint for mini golf	07/06/2017	54.99	.00
	070617	custodial supplies	07/06/2017	496.00	.00
	070617	mini golf open sign	07/06/2017	99.99	.00
	070617	towels and rugs for rec center	07/06/2017	86.00	.00
	070617	mini golf drinks	07/06/2017	76.39	.00
	070617	supplies for mini golf	07/06/2017	134.78	.00
	070617	computer supplies	07/06/2017	35.00	.00
	070617	phones Rec Center - replacement (4)	07/06/2017	420.00	.00
	070617	batteries for race timers	07/06/2017	14.99	.00
	070617	FRAC grant	07/06/2017	180.85	.00
	070617	KOM food from FRAC grant	07/06/2017	14.98	.00
Total RECREATION CENTER:				13,287.31	.00
	070617	boots	07/06/2017	180.00	.00
	070617	utiities - phone tct	07/06/2017	84.73	.00
	070617	random testing	07/06/2017	40.50	.00
	070617	boots	07/06/2017	180.00	.00
	070617	tools and supplies	07/06/2017	59.97	.00
	070617	drinking water	07/06/2017	3.98	.00
	070617	drinking water and coffee	07/06/2017	32.40	.00
	070617	fans for recycling area	07/06/2017	179.98	.00
	070617	shovels and cleaning wipes	07/06/2017	71.96	.00
	070617	tools and supplies	07/06/2017	88.42	.00
	070617	propane	07/06/2017	21.00	.00
	070617	grease gun	07/06/2017	57.98	.00
	070617	towels and fitting	07/06/2017	81.29	.00
	070617	bags	07/06/2017	31.20	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	recycling promotions	07/06/2017	68.70	.00
	070617	recycling promotions	07/06/2017	92.00	.00
	070617	propane	07/06/2017	42.53	.00
	070617	propane	07/06/2017	24.00	.00
	070617	propane	07/06/2017	34.80	.00
	070617	propane	07/06/2017	35.70	.00
	070617	propane	07/06/2017	21.00	.00
	070617	first aid re-stock	07/06/2017	200.10	.00
	070617	first aid re-stock	07/06/2017	191.56	.00
	070617	G06 bobcat tire	07/06/2017	412.82	.00
	070617	DEF fluid	07/06/2017	142.45	.00
	070617	utilities - phones - TCT	07/06/2017	84.74	.00
	070617	utilities - cell phone - verizon	07/06/2017	49.48	.00
	070617	utilities - cell phones verizon	07/06/2017	49.48	.00
	070617	diesel transfer tank	07/06/2017	480.48	.00
Total SOLID WASTE:				3,043.25	.00
	070617	utiities - phone tct	07/06/2017	166.95	.00
	070617	Class Credit	07/06/2017	60.00-	.00
	070617	pre-employment drug testing	07/06/2017	30.00	.00
	070617	random testing	07/06/2017	40.50	.00
	070617	propane	07/06/2017	13.20	.00
	070617	saw blade	07/06/2017	69.99	.00
	070617	Saw blade	07/06/2017	69.99	.00
	070617	Saw blade	07/06/2017	75.00-	.00
	070617	Saw blade	07/06/2017	75.00	.00
	070617	Water and gatorade for parade	07/06/2017	92.10	.00
	070617	Safety vests	07/06/2017	70.38	.00
	070617	replace garbage disposal	07/06/2017	89.99	.00
	070617	Heater fuse	07/06/2017	7.34	.00
	070617	replace broken sprinklers 11th and Canyon	07/06/2017	33.00	.00
	070617	street cones	07/06/2017	1,457.89	.00
	070617	utilities - phones - TCT	07/06/2017	166.99	.00
	070617	utilities - cell phone - verizon	07/06/2017	141.21	.00
	070617	utiilities - cell phones verizon	07/06/2017	141.21	.00
	070617	Painting supplies	07/06/2017	11.99	.00
	070617	zipper blocks	07/06/2017	250.03	.00
	070617	Zipper blocks	07/06/2017	250.08	.00
	070617	battery power washer	07/06/2017	85.75	.00
	070617	trailer connector	07/06/2017	11.95	.00
	070617	G04 bolt	07/06/2017	3.57	.00
	070617	G04 tire repair	07/06/2017	69.85	.00
	070617	street cones	07/06/2017	402.07	.00
Total STREETS:				3,616.03	.00
	070617	ASE test fees	07/06/2017	114.00	.00
	070617	ASE test fees	07/06/2017	114.00	.00
	070617	utiities - phone tct	07/06/2017	42.91	.00
	070617	random testing	07/06/2017	4.50	.00
	070617	shop tools, parts, supplies	07/06/2017	11.97	.00
	070617	shop tools, parts, supplies	07/06/2017	55.08	.00
	070617	utilities - phones - TCT	07/06/2017	42.91	.00
	070617	G05 parts	07/06/2017	292.65	.00
	070617	B33 parts	07/06/2017	63.66	.00
	070617	H02 o ring	07/06/2017	21.38	.00
	070617	Bobcat repairs	07/06/2017	50.02	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	Parts	07/06/2017	136.51	.00
	070617	F01 hose	07/06/2017	328.30	.00
	070617	A18 headlight cover	07/06/2017	41.54	.00
	070617	B33 plunger	07/06/2017	18.46	.00
	070617	Bobcat o rings	07/06/2017	39.54	.00
	070617	I 05 relay	07/06/2017	12.41	.00
	070617	J29 skid plate	07/06/2017	50.02	.00
	070617	shop tools, parts, supplies	07/06/2017	98.98	.00
	070617	oil	07/06/2017	107.45	.00
Total VEHICLE MAINTENANCE:				1,646.29	.00
	070617	utiities - phone tct	07/06/2017	17.71	.00
	070617	random testing	07/06/2017	13.50	.00
	070617	embroidery	07/06/2017	123.60	.00
	070617	weed eater	07/06/2017	369.95	.00
	070617	lab water	07/06/2017	70.40	.00
	070617	feeder tube for bio pump	07/06/2017	45.20	.00
	070617	sample shipping	07/06/2017	22.77	.00
	070617	utiilities - phones - TCT	07/06/2017	17.71	.00
	070617	utiilities - cell phone - verizon	07/06/2017	95.90	.00
	070617	utiilities - cell phones verizon	07/06/2017	96.94	.00
Total WASTEWATER:				873.68	.00
	070617	utiities - phone tct	07/06/2017	25.30	.00
	070617	random testing	07/06/2017	22.50	.00
	070617	embroidery	07/06/2017	83.80	.00
	070617	James boots	07/06/2017	180.00	.00
	070617	tim shirts	07/06/2017	28.56	.00
	070617	CO2	07/06/2017	46.14	.00
	070617	batteries painting supplies	07/06/2017	47.29	.00
	070617	tracer wire and tape	07/06/2017	88.82	.00
	070617	CO2	07/06/2017	46.42	.00
	070617	CO2 for freezing	07/06/2017	46.42	.00
	070617	glue and rw repair supplies	07/06/2017	34.75	.00
	070617	curb riser pipe and parts	07/06/2017	454.91	.00
	070617	bushings and tee's	07/06/2017	38.64	.00
	070617	3 x 1.5"" lockwing valves	07/06/2017	517.23	.00
	070617	riser lids	07/06/2017	169.36	.00
	070617	couplers and fittiings	07/06/2017	479.90	.00
	070617	bushing	07/06/2017	12.03	.00
	070617	pipe and fittings	07/06/2017	59.26	.00
	070617	valve and fittings	07/06/2017	92.55	.00
	070617	fitting	07/06/2017	5.98	.00
	070617	sharkbite elbow, 3/4"" gate valve	07/06/2017	23.98	.00
	070617	3/4"" gate valve	07/06/2017	9.41	.00
	070617	bushing and tee	07/06/2017	32.81	.00
	070617	fittings	07/06/2017	11.82	.00
	070617	valve and fittings	07/06/2017	76.97	.00
	070617	1/2"" gate valve	07/06/2017	9.99	.00
	070617	rw repair parts	07/06/2017	8.05	.00
	070617	water sample shipping	07/06/2017	51.56	.00
	070617	water sample shipping	07/06/2017	48.63	.00
	070617	utiilities - phones - TCT	07/06/2017	25.30	.00
	070617	utiilities - cell phone - verizon	07/06/2017	120.08	.00
	070617	utiilities - cell phones verizon	07/06/2017	120.08	.00
	070617	canceled damage waiver charges	07/06/2017	26.00-	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070617	mini excavator	07/06/2017	265.76	.00
Total WATER:				3,258.30	.00
Total U S BANK PURCHASE CARD:				71,528.50	.00
<b>UNUM LIFE INSURANCE - LIFE</b>					
	63017	PREMIUM	06/30/2017	1,641.06	1,641.06
Total :				1,641.06	1,641.06
Total UNUM LIFE INSURANCE - LIFE:				1,641.06	1,641.06
<b>US DEPARTMENT OF THE INTERIOR</b>					
BUREAU OF LAND MANAGEMENT	WYW-151415	RW TANK RIGHT OF WAY APPLICATION	07/07/2017	123.00	.00
Total :				123.00	.00
Total US DEPARTMENT OF THE INTERIOR:				123.00	.00
<b>VAUGHN, BRITTANY</b>					
	062717	WITNESS FEES FOR MC-1705-029	06/27/2017	5.00	.00
Total :				5.00	.00
Total VAUGHN, BRITTANY:				5.00	.00
<b>WESTERN EMULSIONS INC</b>					
	10-327595	OIL	06/15/2017	1,818.90	.00
Total :				1,818.90	.00
Total WESTERN EMULSIONS INC:				1,818.90	.00
<b>WESTERN UNITED ELECTRIC SUPPLY</b>					
	4099346	Luminaire LED Beta	06/29/2017	3,515.67	.00
Total :				3,515.67	.00
Total WESTERN UNITED ELECTRIC SUPPLY:				3,515.67	.00
<b>WHIPPOORWILL LLC</b>					
	071917	CONCERTS IN THE PARK	07/19/2017	800.00	.00
Total :				800.00	.00
Total WHIPPOORWILL LLC:				800.00	.00
<b>WRIGHT, MALLORY</b>					
	15.1890.38	REFUND DEPOSIT	07/07/2017	43.93	.00
Total :				43.93	.00
Total WRIGHT, MALLORY:				43.93	.00
<b>WRPA</b>					
	063017	WRPA EDUCATION & TRAINING	06/30/2017	1,000.00	.00
	070117	WRPA EDUCATION & TRAINING	07/01/2017	1,000.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	070117	WRPA EDUCATION & TRAINING	07/01/2017	1,000.00-	.00
Total :				1,000.00	.00
Total WRPA:				1,000.00	.00
<b>WYOMING ASSOCIATION OF MUNICIPALITIES</b>					
	15495	WAM DUES	07/03/2017	12,120.81	.00
Total :				12,120.81	.00
Total WYOMING ASSOCIATION OF MUNICIPALITIES:				12,120.81	.00
<b>WYOMING DEPARTMENT OF WORKFORCE SERVICES</b>					
WORKERS COMPENSATION DIV	063017V	VOLUNTEERS PD	06/30/2017	8.75	8.75
WORKERS COMPENSATION DIV	63017	CONTRIBUTIONS	06/30/2017	6,906.33	6,906.33
Total :				6,915.08	6,915.08
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				6,915.08	6,915.08
<b>WYOMING MUNICIPAL POWER AGENCY</b>					
	072517	POWER PURCHASE - JUNE 2017	06/30/2017	774,146.80	.00
Total :				774,146.80	.00
Total WYOMING MUNICIPAL POWER AGENCY:				774,146.80	.00
<b>WYOMING RETIREMENT SYSTEM</b>					
	142195	CONTRIBUTIONS -	06/30/2017	.43	.43
	142976	CONTRIBUTIONS -	06/30/2017	17,089.55	17,089.55
	142977	CONTRIBUTIONS -	06/30/2017	15,738.04	15,738.04
	142978	CONTRIBUTIONS -	06/30/2017	37,299.84	37,299.84
Total :				70,127.86	70,127.86
Total WYOMING RETIREMENT SYSTEM:				70,127.86	70,127.86
<b>YELLOWSTONE REGIONAL AIRPORT</b>					
	70117	AIRPORT FUNDING	07/01/2017	15,596.34	.00
Total :				15,596.34	.00
Total YELLOWSTONE REGIONAL AIRPORT:				15,596.34	.00
Grand Totals:				1,732,064.96	81,313.82
			Payroll 07/12/2017	272,146.14	
				2,004,211.10	

Report Criteria:

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

MEETING DATE: 7/18/2017  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES  
PREPARED BY: MIKE FINK  
PRESENTED BY: RICK MANCHESTER

## **AGENDA ITEM SUMMARY REPORT**

### **Recreation Center "Rules of the Game" Update**

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

Request Council to approve the update to the Recreation Center "Rules of the Game" pamphlet.

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

Personal Training stipulations have been added to the "Rules of the Game". The Recreation Center has clarified who is permitted to offer coaching, training and instructional services to patrons.

#### **FISCAL IMPACT**

None

#### **ALTERNATIVES**

1. Approve as presented
2. Approve with changes

#### **ATTACHMENTS**

See Rules of the Game Attachments

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

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400  
Mike Fink, Recreation and Public Facilities Superintendent (307) 587-0400

# PAUL STOCK AQUATIC & RECREATION CENTER THE RULES OF THE GAME



**POLICIES & PROCEDURES**  
**307.587.0400**  
**MAY 2017**

## MISSION: FUN FOR EVERYONE!

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

## OPERATING SCHEDULE

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

## RULES & PROCEDURES ENFORCEMENT

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

## RESIDENTS & NONRESIDENTS

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

## PETS

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

## RIGHT TO REFUSE SERVICE

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

## GENERAL OPERATING PROCEDURES

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

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

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

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

## PERSONAL TRAINING

The Paul Stock Aquatic & Recreation Center is a family oriented service provided to members of the Recreation Center. Coaching, training, or instruction to another person is not allowed in any part of the Recreation Center. Coaching, training and instruction of fitness, swim classes and other activities are limited

to City or Park County School District #6 employees or those who have contracted with the City of Cody to provide those services.

The following are examples of prohibited coaching, training or instructing (this list is not exhaustive):

- \*Periodic instruction with the same person.
- \*Providing personal training, fitness class instruction or lessons if a person is teaching two or more students at the same time.
- \*Any person who receives compensation of any kind to provide training, coaching, instruction or lessons in any activity at the Recreation Center or another City owned park, property or facility.

The following activities are permitted;

\*Parents may instruct their own children.

\*Individual lessons that are taught by City employees, or contract trainers are available.

\*Anyone wishing to be a contract coach, trainer or instructor for an activity at the Recreation Center must obtain approval from the City of Cody, and must provide proof of liability insurance to the City of Cody.

\*Use of the Recreation Center facilities for advertising, promoting or recruiting clients is prohibited. Rules of the Game are for Paul Stock Aquatic & Recreation Center patrons and do not apply to City Park users. However, business activity in any City park or field requires a permit and approval by the director. The spirit of the rule is to prevent financial gain or conduct personal business in a publicly owned and / or funded facilities.

## COMMUNITY BULLETIN BOARD

The City provides a bulletin board for non-profit groups to post their events. This board is NOT available for any service or sale announcements.

## BICYCLES, IN-LINE SKATES & SKATEBOARDS

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

## ALCOHOL & DRUGS

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

## SMOKING & CHEWING TOBACCO

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

## WEAPONS

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

## BAD WEATHER POLICY

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

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

## LOCKER ROOMS

The locker rooms are designed to provide users with dressing and showering facilities, available for use during all operating hours. Membership cards, driver's license, student ID or keys may be left as a deposit. Long-term locker rentals are also available.

## CLOTHING

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

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

## LOST & FOUND

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

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

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

## MEMBERSHIP

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

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

## SPECTATORS

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

## EQUIPMENT RESERVATIONS

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

## FACILITY RENTAL POLICIES

The Recreation Center facilities may be rented for activities and events during normal operating hours and after hours with an extra charge for additional staff, a damage deposit and a facility usage form is required. Reservations are secured when payment and paperwork is received by the appropriate City staff. All paperwork for facility rental must be completed before the scheduled reservation.

Facilities may be rented at the discretion of the Director or appointed City designee. There will be a 25% administrative charge to any canceled facility

reservation. Advanced notice is appreciated for internal review.

## USE POLICIES

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

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

## DISCIPLINE & INAPPROPRIATE BEHAVIOR

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

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

## MULTIPURPOSE ROOM

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

## GYMNASIUM POLICIES

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

- Only non-marking athletic shoes may be used on the gym floor.
- Food and beverages must be contained to the concession area. Water is permitted in the gyms.
- Misuse of any equipment or furnishings in the

gyms is cause for expulsion from the Center.

- Hanging or popping the basketball rims is not permitted.
- Staff reserves the right to eliminate activities unsuitable for the gyms.

## AQUATIC POLICIES

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

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

## RACQUETBALL COURT POLICIES

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

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

the courts.

- In the event a court is "available," usage will be on a first-come basis.

## WALKING/RUNNING TRACK POLICIES

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

- Athletic shoes must be worn at all times when using the track.
- Slower runners/walkers should occupy the inside lanes. Always pass on the outside.
- Stretching should be done in the exercise area to the south of the running track and not on the track itself.
- Walkers with single-width strollers are permitted whenever the track is not crowded. Running with strollers is not permitted.
- Spectators and video recording are NOT permitted on the track.
- Adult supervision is required for youth 13-16 years old who have not taken the youth equipment orientation course.
- Children confined in car seats or strollers need to be within arms reach at all times.

## WEIGHT & EXERCISE AREA POLICIES

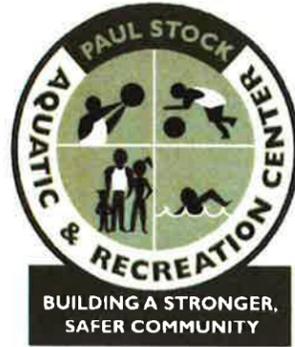
This weight and exercise areas are used for both supervised and unsupervised programs.

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

# THE RULES OF THE GAME

## POLICIES & PROCEDURES 307.587.0400

Mar. 2016



### MISSION: FUN FOR EVERYONE!

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

### OPERATING SCHEDULE

The normal operation hours for the Recreation Center are available by calling 307-587-0400 or by visiting [www.cityofcody-wy.gov](http://www.cityofcody-wy.gov) or [www.facebook.com/codyreccenter](http://www.facebook.com/codyreccenter).

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### RULES & PROCEDURES ENFORCEMENT

The City staff on duty has the authority to enforce all rules and procedures.

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

### RESIDENTS/NON-RESIDENTS

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

### RIGHT TO REFUSE SERVICE

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

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

### BICYCLES, SKATEBOARDS & INLINE SKATES

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

### ALCOHOL

Alcoholic beverages are not allowed in the Recreation Center or on its grounds without approval from Cody City Council.

### DRUGS

Anyone under the influence or in possession of any illegal substance will be asked to leave the facility. Law enforcement officials will be contacted immediately.

### WEAPONS

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

### SMOKING/CHEWING TOBACCO

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

### PETS

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

### BAD WEATHER POLICY

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

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

### LOST & FOUND

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

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

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

### MEMBERSHIP

1. All Recreation Center memberships will be for a designated time period.
2. Upon completion of a written contract members will be issued a membership card and key fob with an expiration date. In addition, each family member included on the membership will be issued an individual ID card.
3. Lost or stolen cards may be replaced for an additional fee of \$10.
4. Members shall be provided with a complete set of policies and procedures at the time of membership purchase or upon request.
5. Memberships are non-transferable and non-refundable. City may grant exceptions based on hardship situations.

### CHILD CARE

1. A fee will be charged to those wishing to use the childcare service. The fee will be reviewed by staff and adjusted periodically to cover or reduce costs associated with the services. Payment options include a daily rate, discounted punch cards, or if there is enough interest an annual family rate may be available.
2. The Recreation Center Child Care is available for your convenience while using the facility for children 3 months to 6 years of age on a 1st come 1st serve basis.
3. The Child Care is limited to 2 children under the age of two and up to a total of 10 children at one time.
4. Children using the child care facility must be dropped off and picked up by the same parent or adult unless prior arrangements have been made with the City staff.
5. Child care operating hours are subject to change based upon usage and demand.

## LOCKER ROOMS

1. The locker rooms are designed to provide users with dressing and showering facilities, available for use during all operating hours.
2. Membership cards, driver's license, student ID or keys may be left as a deposit.
3. Long-term locker rentals are also available.

## CLOTHING

1. Appropriate attire must be worn while participating in activities at the Recreation Center.
2. Anyone displaying vulgarity or inappropriate attire will be asked to change or leave the facility.
3. Street shoes are not allowed on the track, weight areas, gyms or racquet courts or pool deck. Proper (non-marking) shoes must be worn.
4. All clothes and personal belongings must be stored in a locker or cubby.

## FACILITY RENTAL POLICIES

The Recreation Center facilities may be rented for activities and events during normal operating hours and after hours with an extra charge for additional staff, a damage deposit and a facility usage form is required

1. Reservations are secured when payment and paperwork is received by the appropriate City staff. All paperwork for facility rental must be completed before the scheduled reservation.
2. Facilities may be rented at the discretion of the Director or appointed City designee.
3. There will be a 25% administrative charge to any cancelled facility reservation.
4. Advanced notice is appreciated for internal review.

## USE POLICIES

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

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

## EQUIPMENT RESERVATIONS

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

## DISCIPLINE & INAPPROPRIATE BEHAVIOR

1. All Recreation Center patrons are expected to display courteous and considerate behavior. Foul language, abusing membership privileges and disobeying facility rules are prohibited.
2. For minor infractions of policies the patron will be asked to leave and the incident documented. Upon the second occurrence the patron will be asked to leave the facility, given a written warning as to the consequences of further infractions and will be talked to by a supervisor and parents will be notified. If the behavior continues or worsens, the patron's privileges may be terminated and the privilege to enter the Center revoked.
3. Unauthorized use of cameras or other filming devices is strictly prohibited.
4. Major disciplinary problems may result in immediate loss of membership privileges and/or permanent banishment from the facility.

## MULTIPURPOSE ROOM

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

## GYMNASIUM POLICIES

### Purpose:

The gym is intended to serve the varying needs of the public through the continuous offering of a wide range of programs.

In most cases, a minimum of one gym will be available for drop-in use.

### Usage:

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

## SPECTATORS

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

## AQUATIC POLICIES

Purpose: The pool provides an opportunity for recreational and competitive activities, diving, fitness classes, therapy and special events.

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

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

## RACQUETBALL COURT POLICIES

Purpose: Courts are available for racquetball, squash, handball and wallyball.

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

## WALKING/RUNNING TRACK POLICIES

Purpose: The suspended track is available for walkers and/or joggers.

1. Athletic shoes must be worn at all times when using the track.
2. Slower runners/walkers should occupy the inside lanes. Always pass on the outside.
3. Stretching should be done in the exercise area to the south of the running track and not on the track itself.
4. Walkers with single-width strollers are permitted whenever the track is not crowded. Running with strollers is not permitted.
5. Spectators and video recording are NOT permitted on the track.
6. Adult supervision is required for youth 13-16 years old who have not taken the youth equipment orientation course.
7. Children confined in car seats or strollers need to be within arms reach at all times.

## WEIGHT & EXERCISE AREA POLICIES

Purpose: This area is used for both supervised and unsupervised programs.

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



MEETING DATE: JULY 18, 2017  
DEPARTMENT: PARKS, RECREATION &  
PUBLIC FACILITIES  
PREPARED BY: MIKE FINK  
PRESENTED BY: LESLIE BRUMAGE

## **Wyoming Arts Council Grant City Council Agenda Item Summary Report**

### **ACTION TO BE TAKEN**

Request City Council authorizes the Mayor to enter into a grant agreement with the Wyoming Arts Council.

### **SUMMARY OF INFORMATION**

The Recreation Department has been awarded a grant for the amount of \$3,359.00 to help with the general expenses of the 2017-2018 Concerts in the Park Series.

### **FISCAL IMPACT**

No Fiscal Impact to the City

### **ALTERNATIVES**

1. Enter into Agreement
2. Deny the request

### **ATTACHMENTS**

WAC Grant

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

Rick Manchester, Parks, Recreation & Public Facilities Director (307) 587-0400  
Mike Fink, Public Facilities and Recreation Superintendent (307) 587-0400  
Leslie Brumage Finance Officer, City of Cody

**WYOMING ARTS COUNCIL**  
**Subgrantee Award Agreement**

**Organization Name** (if applicable): City of Cody/Parks, Recreation & Public Facilities Department  
**Individual Name** (if applicable):  
**Organization EIN** (not applicable for Individuals): 836000052  
**Address:** P. O. Box 2200 **City/State/Zip:** Cody, WY 82414

**Grant Category:** Community Support Grant  
**Award Amount:** \$3,359.00  
**Project Dates:** 07/06/17 - 08/24/17  
**Project Title:** CSG: Concerts in the Park 2017

**Fiscal Sponsor** (only if applicable)  
**Fiscal Sponsor Organization:**  
**Fiscal Sponsor EIN:**

**Address:** **City/State/Zip:**

**PAYMENT OF FUNDS**

The Wyoming Arts Council (WAC) is the Grantee of funds from the National Endowment for the Arts (NEA). The Applicant is considered the Subgrantee unless a Fiscal Sponsor is used who then becomes the Subgrantee. The WAC will initiate payment in full for all grants and fellowships in the first available check run after this signed Subgrantee Award Agreement (Agreement) has been returned. Payments for projects taking place in July will be issued after August 1st. All funds must be expended by June 30th of the fiscal year in which they are issued (fiscal years are July 1- June 30).

**AGREEMENT FOR FUNDING**

**1. STATE AND FEDERAL INFORMATION FOR RECIPIENTS OF FUNDS**

**A. Individuals**

As a recipient of a WAC grant or fellowship, the Subgrantee or Individual is subject to the following conditions in order to receive funding. Individual Subgrantees must review and comply with the requirements in the General Provisions in Attachment A and Attachment B, which outline federal provisions and requirements of the Attorney General of the State of Wyoming. Visual Arts Fellowships Subgrantees will have additional requirements and opportunities as outlined in Attachment C. All attachments can be found at: [www.wyomingartscouncil.org/grants/guidelines-requirements](http://www.wyomingartscouncil.org/grants/guidelines-requirements). This Agreement for funding is binding on the individual, his/her successors, transferees, and assignees.

## **B. Organizations**

As a recipient of a WAC grant, organizations are subject to the following conditions in order to receive funding. Subgrantee Organization or Fiscal Sponsor must review and comply with the requirements in the General provisions in Attachment A and Attachment B, which outline federal provisions and requirements of the Attorney General of the State of Wyoming. All attachments can be found at: [www.wyomingartscouncil.org/grants/guidelines-requirements](http://www.wyomingartscouncil.org/grants/guidelines-requirements). This Agreement for funding is binding on the individual, his/her successors, transferees and assignees.

### **1) Incorporation**

All recipients of WAC/NEA funding must be currently incorporated as a nonprofit with 501(c)(3) tax-exempt status with the Internal Revenue Service (IRS), or must be an agency of municipal, county or state government, or accredited educational institutions. If a Fiscal Sponsor is used, it must meet this same criteria.

### **2) Federal Matching Funds**

Federal funds received through the WAC/NEA grants may not be matched through other Federal grants, programs, or revenues. The WAC may grant state funds to those Subgrantees using federal funds as a match. Please contact the WAC immediately if you have federal funds as a match to your WAC/NEA grant.

## **2. CREDITING**

All published materials, radio and TV announcements created by the Subgrantee in recognition of this award must include the WAC logo and the following credit: "Supported in part by an award from the Wyoming Arts Council through funding from the National Endowment for the Arts". Logos and additional credit information can be found at: [www.wyomingartscouncil.org/grants/logos](http://www.wyomingartscouncil.org/grants/logos).

## **3. CHANGES TO GRANT**

Any changes to the original grant of the WAC/NEA funds must be approved by the WAC prior to the change and submitted in writing.

## **4. FINAL REPORT**

Final Reports are required for all grants and fellowships and must be submitted in full within sixty (60) days of the project end date.

## **5. AUDIT**

If Federal funds were re-granted for this award, the amount of federal funding, the CFDA Title and Number, award name and the name of the federal agency will be indicated in the award letter to enable recipient to meet audit requirement of OMB Circular A-133. The WAC and its representatives shall, upon request, have access to any books, documents, papers, and records of the Agreement or which are pertinent to this Agreement. Complete records for all grants and fellowships must be kept on file for three (3) years following completion of the project. Documentation must be kept on the source and nature of matching funds, in-kind contributions, and earned income.

**6. ENTIRETY OF AGREEMENT**

This Agreement, consisting of three (3) letter sized pages, and the linked attachments, represent the entire and integrated Agreement between the parties and supercede all prior negotiations, representations, and agreements, whether written or oral.

**PLEASE READ ENTIRE DOCUMENT AND ATTACHMENT(S) BEFORE SIGNING**  
**All signatures must be in blue ink.**

By signing this Agreement, the WAC and individual or organization representatives certify they have read and understood, have the authority to sign, and agree to be bound by the terms of the Agreement, including all linked attachments incorporated by reference and expressly made a part hereof.

  
\_\_\_\_\_  
Michael Lange - Wyoming Arts Council Executive Director 6-28-17  
Date

  
\_\_\_\_\_  
Attorney General's Office Approval as to Form 6/26/17  
Date

<b>Individual Award Signature</b>	
_____ Individual Award Recipient Signature	_____ Date

<b>Applicant Organization Must Provide Two Different Signatures</b>	
If using a Fiscal Sponsor, 2nd signature must be a Legal Representative of the Fiscal Sponsor	
_____ Signature of Subgrantee Project Director, Grant Seeker or Grant Contact	_____ Date
_____ Signature of Subgrantee President, Chairman, Director or Fiscal Sponsor	_____ Date

**Return signed original Agreement to: Wyoming Arts Council, Barrett Building/2nd Floor**  
**2301 Central Avenue, Cheyenne, WY 82002**

**Retain a copy of Award Agreement for your records.**

# City of Cody Agenda Request Form

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

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

\*\*\*\*\*

Name of person to appear before the Council Ryan Beardall (and CHS Students)

Organization Represented Cody High School Student Council

Date you wish to appear before the Council July 18, 2017

Mailing Address 1225 10th St, Cody, WY 82414 Telephone (307)899-1704

E-Mail Address rbeardall@park6.org

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

Names of all individuals who will speak on this topic Ryan Beardall and 2 students

Event Title (if applicable) CHS Homecoming Bonfire and Parade 2017

Date(s) of Event (if applicable) September 25, 2017(Bonfire) & September 29, 2017(Parade)

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary)

Requesting permission to hold Bonfire at Beck Lake Park on Monday, September 25, 2017 from 7:30 p.m. to 10:00 p.m and fire department to assist. Request permission on September 29, 2017 to close Sheridan Ave from 14th St to 9th St. for parade, and lineup on 14th St from Sheridan to Salsbury Ave, and Rumsey Ave from 13th St to 15th St from 1:45 PM until 3:00 PM. Parade is at 2:15 PM  
Which City employee(s) have you spoken to about this issue? \_\_\_\_\_

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



Event Name \_\_\_\_\_ Event Date \_\_\_\_\_

Type of Event: \_\_\_\_\_

Event Director or Organizer \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

Club Affiliation or Sponsor \_\_\_\_\_ Estimated Number of Participants \_\_\_\_\_

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

I (we) \_\_\_\_\_ hereby make application for a special permit upon the right-of-way of:

highway \_\_\_\_\_ between milepost \_\_\_\_\_ and milepost \_\_\_\_\_

on \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_  
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):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

**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.*

---

Name (Please Print)

---

Signature

---

Date (Minimum of 60 days prior to event)

---

Address

---

City, State and Zip

---

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

---

Name/Title (Please Print)

---

Signature/Title

---

Date

---

Address

---

City, State and Zip

---

Telephone



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/21/2017

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Beth Kawell <b>PHONE (A/C, No, Ext):</b> 630-285-3714 <b>E-MAIL ADDRESS:</b> beth_kawell@ajg.com	<b>FAX (A/C, No):</b> 630-285-4062
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> SCHORIS-02 Park County School District #6 919 Cody Avenue Cody, WY 82414	<b>INSURER A:</b> School Risk Retention Program	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

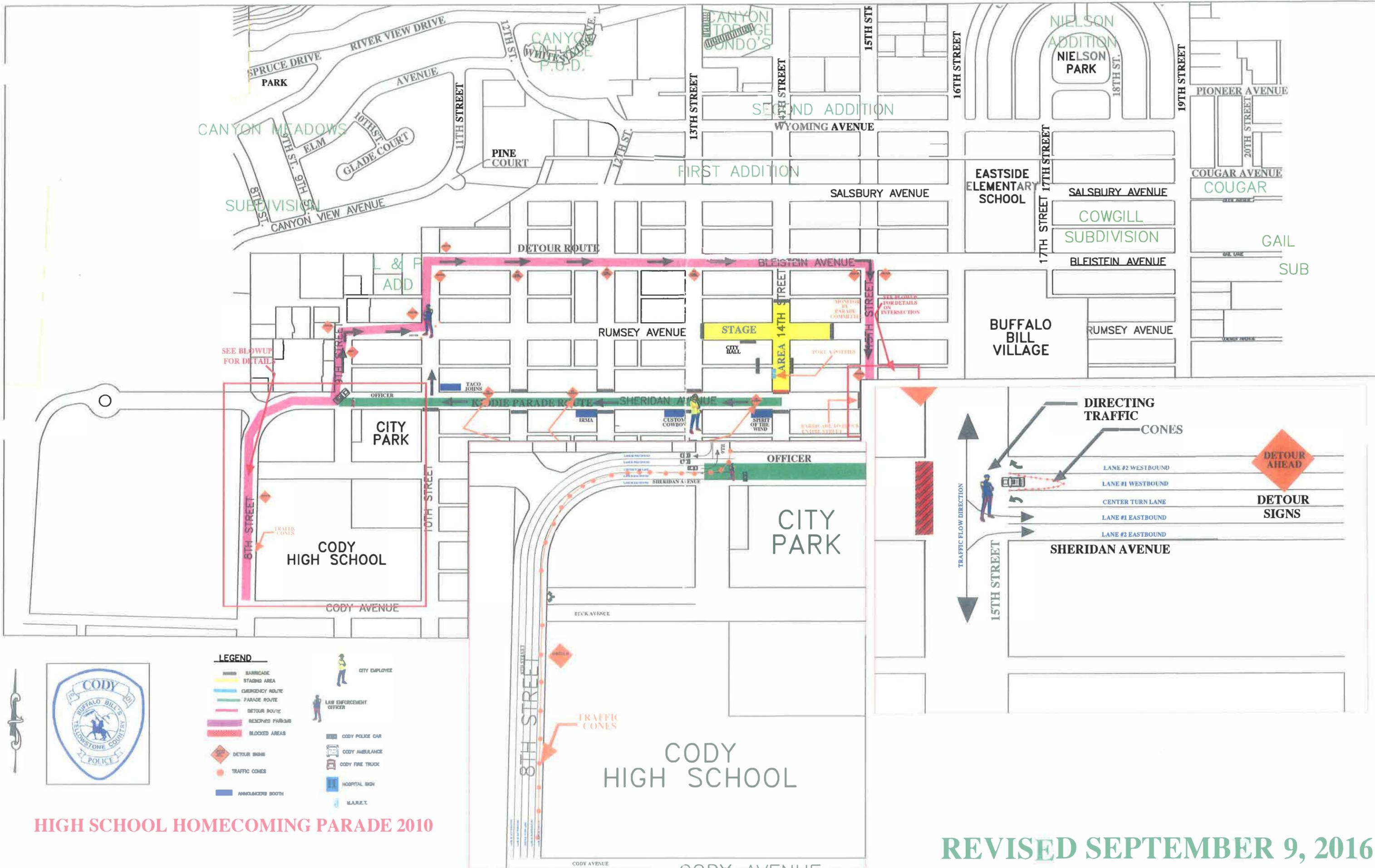
**COVERAGES**      **CERTIFICATE NUMBER:** 1304883583      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LIAB2017	7/1/2017	7/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$Included MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$Unlimited PRODUCTS - COMP/OP AGG \$Included \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			LIAB2017	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
SRRP Reinsurer - Markel Global Reinsurance Company (NAIC #10829)  
This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. Subject to W.S. 26-13-125(e), this certificate does not alter, amend or extend the coverage terms, exclusions and conditions afforded by the policies referenced herein. If additional insured status provided herein, coverage afforded by item 6. e. and f. of the Combined Liability Coverage Agreement.  
Evidence of Liability coverage for Park County School District #6 - Includes Students in Practicum coverage

<b>CERTIFICATE HOLDER</b>  Park County School District 919 Cody Avenue Cody WY 82414 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



HIGH SCHOOL HOMECOMING PARADE 2010

REVISED SEPTEMBER 9, 2016

MEETING DATE: JULY 18, 2017  
DEPARTMENT: PARKS AND RECREATION  
PREPARED BY: RICK MANCHESTER,  
DIRECTOR  
PRESENTED BY: RICK MANCHESTER

## Mentock Playground Benches and Table

### ACTION TO BE TAKEN

Request that City Council approves the purchase of one ADA picnic table and two park benches for Mentock playground. The funding is left over from the project grants.

### SUMMARY OF INFORMATION:

This purchase does not increase the project budget and is from savings in the playground construction. We did not purchase the amenities until we knew there would not be any surprises to complete the playground. There is project savings to accommodate the additional purchases. We have received many requests for addition benches and tables for family use.

FISCAL IMPACT The total additional cost is \$4,181. The purchases are approved by Wyoming Business Council and will stay under project budget.

### ALTERNATIVES

1. Approve the request.
2. Reduce the number of tables and benches.
3. Do not approve the request.

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



**CITY OF CODY**  
**WYOMING**

July 18, 2017

Attn: Karen Fate  
Wyoming Business Council  
214 W. 15<sup>th</sup> Street  
Cheyenne, WY 82002

Matt Hall  
**MAYOR**

Donny Anderson  
Karen Ballinger  
Jerry Fritz  
Landon Greer  
Glenn A. Nielson  
Stan Wolz  
**COUNCIL MEMBERS**

C. Edward Webster II  
**MUNICIPAL JUDGE**

Barry A. Cook  
**CITY ADMINISTRATOR**

1338 Rumsey Avenue  
P.O. Box 2200  
Cody, Wyoming 82414

(307) 527-7511  
FAX (307) 527-6532

RE: Mentock Park Grant #151559

Dear Ms. Fate,

Mentock Park serves a variety residents and visitors to the City of Cody and throughout Park County with amenities such as picnic shelters, restroom facilities a skate park and athletic fields for hosting events such as football, soccer, lacrosse, tennis and baseball games.

The Wyoming Business Council awarded a grant to the City of Cody for the construction of an all-inclusive play structure in the park to replace the existing equipment. This universally accessible playground equipment will ensure usability for children with disabilities as well as provide an area where disabled parents can participate in activities with their children. The grant from Wyoming Business Council in conjunction with community contributions and consensus funding made this amazing project possible for our community.

The project was completed in late June 2017 and came in under budget by approximately \$8,900. The City has received requests from the community to include permanent benches and a picnic table in the playground area. The cost for these amenities is \$4,181.

On behalf of the City of Cody, I am submitting this letter to request that the City be allowed to utilize a portion of the unspent Wyoming Business Council grant funds for this project to purchase and install these additional amenities.

Thank you for your consideration of this request and if you have any questions or need further information please feel free to contact me at 307-527-3461 or Leslie Brumage, Finance Officer at 307-527-3467 or at [grants@cityofcody.com](mailto:grants@cityofcody.com).

Cordially,

Matt Hall  
Mayor, City of Cody

MEETING DATE: JULY 18, 2017  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

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

### **ACTION:**

Staff requests that the Mayor and Council approve amendment #2 to the professional services contract with Morrison-Maierle, Inc. for the City of Cody water main facilities on South and North Sunset Boulevard and authorize the Mayor to sign the amended contract as presented. The professional services contract included the complete Design, Bid and Construction Observation and Administration duties associated with the Sunset Boulevard North and South Treated Water Line Replacement Project.

### **SUMMARY:**

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

The project is substantially completed, but numerous challenges developed in the completion of the project which has resulted in even more Construction Observation and Administrative Duties than anticipated in Amendment #1 and thus this amendment to the contract. Challenges with the construction of the project include items as outlined in Exhibit A in the attached Amendment.

### **FISCAL IMPACT**

The Council authorized the expenditure in fiscal year FY2016-2017 of funds to complete water system upgrades. The original contract with Morrison-Maierle was for a "Not to Exceed" amount of \$41,900. The 1<sup>st</sup> amendment to the contract added \$11,000 to the contract bringing the total to \$52,900. This Amendment will bring the total to \$61,900.00. The increase will be paid for with Project Funds.

### **ALTERNATIVES**

Approve amendment to the professional services contract to Morrison-Maierle, Inc. for the Sunset Blvd Water Main Project.

### **RECOMMENDATION**

Staff recommends that the Mayor and Council approve amendment #2 to the professional services contract with Morrison-Maierle, Inc. for the City of Cody water main facilities on South and North Sunset Boulevard and authorize the Mayor to sign the amended contract as presented.

### **ATTACHMENTS**

Contract Amendment #2

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

Theresa Gunn – Project Engineer  
Morrison-Maierle, Inc.

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

**AMENDMENT TO OWNER-ENGINEER AGREEMENT  
Amendment No. 2**

The Effective Date of this Amendment is: August 1, 2017.

**Background Data:**

Effective Date of Owner-Engineer Agreement: July 19, 2016

Owner: City of Cody, Wyoming

Engineer: Morrison-Maierle, Inc.

Project: Sunset Boulevard North and South Treated Water Line Replacement

**Nature of Amendment:**

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer – see Agreement Summary
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

**Description of Modifications:**

**Additional Services to be performed by the Engineer:**

1. Additional RPR expenses incurred for coordination with numerous utilities, including various City departments, Black Hills Energy, Century Link and Charter Communications. Extensive coordination required with documentation of utilities and crossings to prepare as-constructed drawings. Working with the street department to remove and replace curb, gutter and sidewalk, provide observation of replacement and document quantities.

**Agreement Summary:**

Original agreement amount:	\$ <u>41,900.00</u>
Net change for prior amendments:	\$ <u>11,000.00</u>
This amendment amount:	\$ <u>9,000.00</u>
Adjusted Agreement amount:	\$ <u>61,900.00</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

CITY OF CODY, WYOMING

MORRISON-MAIERLE, INC.

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

By: 

Print

Print

name: Matt Hall

name: Carl Anderson, PE

Title: Mayor

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: July 12, 2017

MEETING DATE: JULY 18, 2017  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

## **AGENDA ITEM SUMMARY REPORT CONTRACT FOR PROFESSIONAL SERVICES FOR THE BEACON HILL WATER TANK**

### **ACTION:**

Staff requests that the Mayor and Council award a professional services contract to GDA Engineers and authorize the Mayor to sign a professional services contract with said firm. Approval should be subject to review and approval by the City Attorney. The Wyoming Water Development Commission Staff has approved the contract documents. The professional services contract will include the complete Design, Bid, Construction Observation and Administration duties associated with the Beacon Hill Water Tank Project.

### **SUMMARY:**

In 2009, the Wyoming Water Development Commission paid to have a Level I Water Study completed for the City of Cody. The study identified that the City had inadequate treated water storage and that the City would have difficulties performing maintenance on the 2 Million Gallon Tank without floating off of the Shoshone Municipal Pipeline.

As a result of the aforementioned study, the Water Enterprise Account developed a five year capital improvement plan that included the construction of a 1 Million Gallon Water Storage Tank. In the FY15-16 Budget, the City Council approved a capital improvement plan that included the **construction** of a water tank on Beacon Hill Road in FY18-19 and FY 19-20. In this fiscal year, it is planned to complete the design and bid phase of the project.

A Request for Proposals was issued in April, 2017 to local engineering firms. Morrison Maierle and GDA responded to the request with excellent proposals. Engineering Associates was not included in the list of firms from which proposals were requested due to their current work load with the Sewer Lagoons.

A selection committee comprised of the Mayor, the City Administrator and two Council members reviewed the proposals. The majority of the selection committee recommended that GDA be selected to complete the Design, Bid, Construction Observation and Administration duties associated with the Beacon Hill Water Tank.

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

**FISCAL IMPACT**

The total cost of the tank, Engineering and Construction, is anticipated to cost \$3,531,976. The Wyoming Water Development Commission has awarded the City of Cody a grant in the amount of \$2,412,000 with the remaining funds to be paid for from unrestricted reserves. The City has budgeted \$353,198 in expenses for FY17-18 with \$236,643 in revenues from the grant.

The contract before the Council is for a professional services contract that will include the complete Design, Bid, Construction Observation and Administration duties associated with the Beacon Hill Water Tank Project. The contract is for time and materials, but “Not to Exceed” amount of \$374,000. It is anticipated that the design components of the project will take most of 2017-2018 and the construction will be in 2018-2019.

**ALTERNATIVES**

1. Award a professional services contract with GDA Engineers

**RECOMMENDATION**

Staff recommends that the Mayor and Council award a professional services contract to GDA Engineers and authorizes the Mayor to sign a professional services contract with said firm subject to review and approval by the City Attorney of the contract documents. This would include all professional services for the Design, Bid and Construction Observation and Administration duties associated with the Beacon Hill Water Tank Project.

**ATTACHMENTS**

Contract

**AGENDA & SUMMARY REPORT TO:**

Jeremy Gilb, PE – GDA Engineers

MEETING DATE: JUNE 18, 2017  
DEPARTMENT: PUBLIC WORKS  
PREPARED BY: STEPHEN PAYNE, PE  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_  
PRESENTED BY: STEPHEN W. PAYNE, PE

**AGENDA ITEM SUMMARY REPORT  
WWDC GRANT CONTRACT FOR  
THE BEACON HILL WATER TANK**

**ACTION:**

Staff requests that the Council authorizes the Mayor to sign the Wyoming Water Development Project Agreement and the WWDO Acknowledgement of Review Form. Approval should be subject to review and approval by the City Attorney.

**SUMMARY:**

In 2009, the Wyoming Water Development Commission paid to have a Level I Water Study completed for the City of Cody. The study identified that the City had inadequate treated water storage and that the City would have difficulties performing maintenance on the 2 Million Gallon Tank without floating off of the Shoshone Municipal Pipeline.

As a result of the aforementioned study, the Water Enterprise Account developed a five year capital improvement plan that included the construction of a 1 Million Gallon Water Storage Tank. In the FY15-16 Budget, the City Council approved a capital improvement plan that included the **construction** of a water tank on Beacon Hill Road in FY18-19 and FY 19-20. In this fiscal year, it is planned to complete the design and bid phase of the project.

**FISCAL IMPACT**

The total cost of the tank, Engineering and Construction, is anticipated to cost \$3,531,976. The Wyoming Water Development Commission has awarded the City of Cody a grant in the amount of \$2,412,000 with the remaining funds to be paid for from unrestricted reserves.

**ALTERNATIVES**

1. Authorize the Mayor to sign the Wyoming Water Development Project Agreement and the WWDO Acknowledgement of Review Form. Approval should be subject to review and approval by the City Attorney.
- 2.

**RECOMMENDATION**

Staff recommends that the Council authorizes the Mayor to sign the Wyoming Water Development Project Agreement and the WWDO Acknowledgement of Review Form. Staff recommends that approval is subject to review and approval by the City Attorney.

**ATTACHMENTS**

Project Agreement and WWDO Acknowledgement of Review

**AGENDA & SUMMARY REPORT TO:**

Keenan Hendon - WWDC

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



## WYOMING WATER DEVELOPMENT OFFICE

6920 Yellowtail Road  
Cheyenne, WY 82002

Phone: (307) 777-7626  
wwdc.state.wy.us

Matthew H. Mead  
Governor

### Commissioners

Nick Bettas	Kellen K. Lancaster
Karen Budd-Falen	Sheridan Little
David Evans	Jeanette Sekan
Gerald E. Geis	Larry Suchor
Clinton W. Glick	Rodney Wagner

Harry C. LaBonde, Jr., P.E.  
Director

July 5, 2017

Steve Payne, PE  
Public Works Director  
City of Cody  
1338 Rumsey Ave.  
Cody, WY 82414

RE: Cody Tank Project

Dear Mr. Payne,

Please find two enclosed copies of the Project Agreement for the Cody Tank Project.

The City will need to sign all copies of the Project Agreement. The City should keep one copy and return one copy to the Water Development Office. Prior to funds being dispersed, WWDO will need to be in receipt of a resolution from the City approving participation in the project, the financing package and approving the repair and maintenance account.

Additionally, enclosed are two copies of the WWDO Sponsor's Acknowledgement of Review for your signature. The City should keep one copy and return the other to the Water Development Office.

Please contact me with any questions or concerns.

Best regards,

A handwritten signature in blue ink, appearing to read "Keenan Hendon", with a long horizontal line extending to the right.

Keenan Hendon  
Project Manager  
Wyoming Water Development Office

Enclosures (2 sets of 2)

CC: Bryan Clerkin, Deputy Director – Construction, Wyoming Water Development Office

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**WWDO  
ACKNOWLEDGEMENT  
OF REVIEW**

This document verifies that Mr. Payne has been assigned as the authorized representative of the Cody Tank Project and is responsible to execute all obligations as outlined in the Cody Tank 2017 Project Agreement. We acknowledge that we have reviewed the requirements of the Project Agreement with Mr. Keenan Hendon of the Wyoming Water Development Office (WWDO) on \_\_\_\_\_, 2017.

Furthermore, we understand our obligation to communicate to the WWDO as frequently as necessary to apprise them of project progress, needs, problems, and meetings. We understand that no meeting time and place will be final until the WWDO is allowed to participate in that decision.

Attachment A further defines the required project responsibilities of the City of Cody to the WWDO. By reviewing with the indicated WWDO project manager, and signing the Acknowledgement of Review, the authorized project representative for the City of Cody acknowledges that they understand the project requirements identified in Attachment A.

\_\_\_\_\_  
Sponsor's Representative



\_\_\_\_\_  
Project Manager, WWDO

## AGREEMENT SUMMARY

To keep the Wyoming Water Development Commission (WWDC) apprised of the progress on the indicated project, Wyoming Water Development Office (WWDO) has developed the following Sponsor requirements. These requirements are intended to keep WWDO and WWDC current on the project progress and to maintain accurate and complete in house project records. The Sponsor shall provide the indicated requirements in a timely manner. All requirements should be provided by the Sponsor to WWDO upon receipt or execution of the indicated items from the Engineer and/or the Contractor.

WWDC's contractual agreement is with the **Sponsor** and as such, it is the Sponsor's responsibility to coordinate timely receipt of the indicated items from the Engineer and/or the Contractor. The requirements listed below represent the minimum Sponsor requirements; WWDO may request additional project information from the Sponsor, Engineer, or Contractor.

### GENERAL

1. Include WWDO in scheduling all meeting dates and times dealing with the project. Prior to scheduling meetings, verify with WWDO staff wishing to attend a project meeting.
2. Submit Engineer and Contractor invoices to WWDO on a monthly basis.

### DESIGN PHASE

1. Provide WWDO with a draft Owner-Engineer agreement for review; do not enter into an agreement with the Engineer until written approval is received from WWDOF.
2. Do not commit to any changes in the Engineering agreement scope of services or fee without prior written approval from WWDO.
3. Provide WWDO with copies of all executed Engineering agreement(s).
4. Caution Engineering firm that any increases or changes to the Engineering agreement budget must receive prior approval, from Owner as well as WWDO, prior to incurring costs and be confirmed by an amendment to the agreement to be eligible for financing.
5. Include WWDO in scheduling the 10, 50, and 90% design review meetings.

6. Provide 10, 50, and 90% design review documents and Engineer's Opinion of Probable Cost updates two weeks prior to the scheduled review meetings.
7. Provide WWDO with a copy of the design review meeting minutes.
8. Provide WWDO with a copy of the final contract documents. The final contract documents should address all of the 90% review comments.
9. Ensure compliance with Governor's Executive Order 2011-5 Sage Grouse Core Population Area Strategy.
10. Provide WWDO with the Title Company or Lawyer's Opinion of Title before advertising the contract.
11. Wait for written authorization from WWDO before advertising for bids.

#### **PRE-BID OPENING PHASE**

1. Provide WWDO with a copy of the contract bid advertisement(s), indicate publication and publish dates.
2. If requested, provide WWDO with regular updates to the plan holder list.
3. Provide WWDO with copies of all contract document addendums and/or clarifications.
4. Provide WWDO with a copy of the pre-bid meeting minutes; including a copy of the sign-up sheet.

#### **POST-BID OPENING PHASE**

1. Provide WWDO with a copy of Bid Tab Summary and Engineer's recommendation letter regarding award of the construction contract.
2. If requested, provide WWDO with copies of Contractor agreement(s) for review.
3. Do not issue Notice of Award without written recommendation from the Engineer and concurrence from WWDO to finance the contract.
4. Provide WWDO with copies of the executed construction agreement(s).
5. Provide WWDO with copies of the Notice of Award and Notice to Proceed.

6. Include WWDO in scheduling the pre-construction meeting.
7. Provide WWDO with a copy of pre-construction meeting minutes; including a copy of the sign-up sheet.

### **CONSTRUCTION PHASE**

1. Provide WWDO with copies of all Contractor coordination meeting minutes.
2. Submit requests for progress payments once a month. The Sponsor should not make advance payments to anyone without the review and approval of WWDO.
3. Keep WWDO informed of all construction conflicts. Copy WWDO on all correspondence between all parties dealing with contract or project issues.
4. Provide WWDO with copies of all executed Field Orders.
5. Do not agree to Change Orders without prior approval from WWDO. Provide WWDO with copies of all executed Change Orders.
6. Provide WWDO with copies of the Engineer's Daily Construction Reports. The Sponsor should require that the Engineer's Daily Construction Reports be submitted to the Sponsor and WWDO no later than 14 days following the Saturday ending a workweek.
7. Do not agree to changes in Contractor's construction contract time, scope of work, or contract price without prior written approval from WWDO.
8. Do not agree to reduce or waive liquidated damages specified in the contract documents without prior written approval from WWDO.
9. Provide WWDO with a copy of the Contractor's Punch List and any subsequent updates.
10. Include WWDO in scheduling the time and date for contract final walk through.
11. Prior to issuing Substantial and/or Final Completion, provide WWDO with written status report of the contract and project including all remaining work and any outstanding issues. Do not provide Substantial Completion

or Final Completion certificates to the Contractor(s) without written approval from WWDO.

12. Provide WWDO with copies of the executed Substantial and Final Completion certificates.
13. At the appropriate time advertise pursuant to W.S. 16-6-116, the Owner “. . . forty (40) days before the final estimate is paid, shall cause to be published in a newspaper of general circulation, published nearest the point at which the work is being carried on, once a week for three (3) consecutive weeks, and also to post in three (3) conspicuous places on the work, a notice setting forth in substance, that the commission board or person has accepted the work as completed according to the plans and specifications and rules set forth in the contract between the commission, board or person and the contractor, and that the contractor is entitled to final settlement therefor. The notice shall also set forth that upon the 41<sup>st</sup> day (and the notice shall specify the exact date) after the first publication of the notice the commission, board or person under whose direction or supervision the work has been carried on will pay to the contractor the full amount due under the contract. . .”
14. Prior to advertising, finalize the contract quantities with a Change Order. Include all bid items that were under or over run and provide a brief explanation describing each of the over/under runs.
15. Provide WWDO with certified copy of contract closeout advertisement, indicate publication and publish dates.
16. Provide WWDO with a copy of the executed document in compliance with W.S. 16-6-117 . . . “no final payment shall be made until the person files with the officer, department or commission of the state, or with the clerk of the county, city, town or school district, or with a similar officer of any other public corporation by which the contract has been made, a sworn statement setting forth that all claims for material and labor performed under the contract have been and are paid for the entire period of time for which the final payment is to be made. . .”
17. Provide WWDO with a copy of any Contractor's executed contract Warranty.
18. Provide WWDO with a certified copy of the As-Built Drawings and the Operation and Maintenance Manual.
19. At the end of the project, submit a written statement to WWDO indicating that the project is finalized and that WWDO can closeout the project funding.

**PROJECT AGREEMENT  
CODY TANK 2017 PROJECT  
MSC No. \_\_\_\_\_**

1. **Parties.** The parties to this Agreement are the STATE OF WYOMING, acting by and through the WYOMING WATER DEVELOPMENT COMMISSION [COMMISSION], the agency authorized by law to enter into this Agreement, and the CITY OF CODY, Park County, Wyoming, a duly organized municipality existing under the laws of that state [SPONSOR].

2. **Purpose of Agreement.** The purpose of this Agreement is to implement the provisions of 2017 Wyo. Sess. Laws, Ch. 75, authorizing the design, construction, and operation of the Cody Tank 2017 Project [PROJECT]; describing the PROJECT; specifying terms for funding the PROJECT; providing for financing through the COMMISSION from the Wyoming Water Development Account; and providing for an appropriation. The PROJECT consists of the following components:

- (a) Design and construction of a storage tank; and
- (b) Appurtenances necessary to make the PROJECT function in the manner intended.

The final plans and specifications as prepared by a registered professional engineer selected by the SPONSOR [SPONSOR'S ENGINEER] will further define the PROJECT components.

3. **Term of Agreement and Required Approvals.** This Agreement is effective when all parties have executed it and all required approvals have been granted. The Term of the Agreement is from July 1, 2017 until all provisions and conditions set forth herein have been fully satisfied.

4. **Special Provisions.**

A. The STATE OF WYOMING appropriated from the Water Development Account created by Wyo. Stat. § 41-2-124(a)(i), to the COMMISSION, a sum not to exceed TWO MILLION FOUR HUNDRED TWELVE THOUSAND DOLLARS (\$2,412,000.00) which will be a grant of not more than TWO MILLION FOUR HUNDRED TWELVE THOUSAND DOLLARS (\$2,412,000.00) or sixty-seven percent (67%) of the actual development costs, whichever is less, which must be disbursed to the SPONSOR according to the terms of this Agreement. The SPONSOR is responsible for acquiring thirty-three percent (33%) of the PROJECT funds from other sources.

B. Prior to the release of funds under this Agreement, the SPONSOR shall submit to the COMMISSION a copy of a resolution approved by the city council authorizing participation in this PROJECT and accepting the financing package. The SPONSOR shall also submit a resolution approving the repair and maintenance account.

C. Prior to the release of any funds under this Agreement, the SPONSOR shall establish a sinking fund, or maintain an existing sinking fund, at an amount deemed acceptable to the COMMISSION, for repair and maintenance of the PROJECT. If requested by the COMMISSION, the SPONSOR shall submit a copy of its annual budget to the COMMISSION for verification of the existence and amount of the required separate account.

D. Funds disbursed under the terms of this Agreement may only be used, upon approval by the COMMISSION in its sole and absolute discretion, to defray construction costs identified in the final plans and specifications or authorized by approved change orders, to pay for design and construction engineering services authorized by the approved contract between the SPONSOR and the SPONSOR'S

ENGINEER, to pay for consultants, permits, easements or land essential to construction of the PROJECT, and to meet necessary and reasonable PROJECT expenses or costs not directly identified above which have been granted prior written approval by the COMMISSION. Requests for prior approval of necessary and reasonable PROJECT expenses must be accompanied by proposals describing the work, acquisition, or other expense, and detailed estimates of the cost.

E. As conditions for disbursing funds to the SPONSOR, the SPONSOR shall:

- (1) Provide to the COMMISSION for prior examination of and concurrence with all contracts to be executed by the SPONSOR for all work contemplated by this Agreement and any changes or work orders for items not covered in the contract documents.
- (2) Provide to the COMMISSION for examination and concurrence with all plans and specifications prepared and any bids received prior to bidding and project award.
- (3) Cause the SPONSOR'S ENGINEER to hold progress review meetings at the ten percent (10%), fifty percent (50%) and ninety percent (90%) levels of completion of the PROJECT plans.
- (4) Comply with all applicable State statutes regarding contractor retainage accounts.
- (5) Provide to the COMMISSION a summary of bids received by the SPONSOR'S ENGINEER.
- (6) Communicate to the COMMISSION all information on all aspects of the PROJECT and cause the SPONSOR'S ENGINEER to submit or make available for inspection, such reports on the progress of the work and on the results of tests of materials and workmanship requested by the COMMISSION.
- (7) Provide to the COMMISSION for prior review the qualifications of the engineering or consulting firm proposed by the SPONSOR to design, inspect and monitor construction of the PROJECT. Said review shall include, but not be limited to, supervisory position assignments. The COMMISSION may review any changes to engineering or consulting firm personnel assigned to the PROJECT.
- (8) Prior to incurring any cost increases to the PROJECT, submit all proposed cost increases to the COMMISSION for review and written concurrence. The SPONSOR shall execute an amendment or change order for all changes to the engineer or contractor's contract.

F. The SPONSOR shall submit to the COMMISSION all plans, specifications, and construction budgets. The COMMISSION will have a reasonable time from the date of receipt of said plans, specifications, and budgets to examine them and submit comments. If the COMMISSION determines that it is reasonable to expect that the proposed PROJECT cannot be constructed with the funds available, the COMMISSION shall inform the SPONSOR in writing and the SPONSOR will have a reasonable time within which to 1) provide such information as may be required by the COMMISSION, or to make such authorized alterations to the proposed PROJECT as are agreed upon by the parties and as are necessary to provide the COMMISSION with a reasonable expectation that the PROJECT may be constructed with the funds available, or 2) terminate the PROJECT.

G. Once the plans and specifications are in acceptable form and the COMMISSION determines it is reasonable to expect that the PROJECT as proposed may be constructed with the funds available, the COMMISSION shall notify the SPONSOR in

writing, and the SPONSOR may initiate the bidding process. If the SPONSOR initiates the bidding process without prior written notification by the COMMISSION, the SPONSOR shall bear all costs resulting from said action.

H. Prior to advertising the PROJECT for bids, the SPONSOR shall acquire or otherwise meet a series of prerequisites. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the submissions required under this section, which may include but not necessarily be limited to:

- (1) Right-of-way and option agreements;
- (2) Easements on public lands, if required;
- (3) Environmental assessments;
- (4) Section 401, Clean Water Act, Certification;
- (5) Section 404, Clean Water Act, Permit;
- (6) DEQ Permit to Construct;
- (7) Compliance with Governor's Executive Order 2011-5 Sage Grouse Core Population Area Strategy;
- (8) Final Plans and Specifications approval by State Engineer;
- (9) Incidental work required to prepare the PROJECT for construction; and
- (10) Approval by the COMMISSION of final plans, specifications, and construction budgets, which shall include revisions, deletions, or mitigation resulting from meeting items (1) through (9) above.

I. The SPONSOR shall not issue its advertisement for bids unless the COMMISSION has received the following:

- (1) An attorney's title opinion, a letter and documents from a title company or abstractor, or other proof and certification acceptable to the COMMISSION that all access, easements, and rights-of-way for the construction and long term operation and maintenance of the PROJECT have been secured and recorded; and
- (2) The SPONSOR's proposed advertisement for bids from SPONSOR'S ENGINEER, including the rules and standards to be used to establish the qualification of bidders, to determine whether submitted bids are responsive to the advertisement for bids, to determine whether bidders are qualified for the preference under Wyo. Stat. § 16-6-101, *et seq.*, and to determine the lowest responsible bid.

J. The SPONSOR shall not issue an award of the bid or any conditional award of the bid without the review and written concurrence of the COMMISSION.

K. The COMMISSION shall disburse funds on the basis of requests from the SPONSOR. The SPONSOR or its designated representative shall certify all requests for the disbursement of funds and provide material invoices or other acceptable evidence of mature obligations, which may include periodic construction pay estimates approved by the SPONSOR'S ENGINEER. Upon review and approval by the COMMISSION, requests will be processed and disbursements will be electronically transferred to the SPONSOR or delivered to the representative of the SPONSOR designated as being responsible for receiving disbursements from the COMMISSION. Funds released to the SPONSOR shall be received and accounted for separately from all other funds of the SPONSOR.

**L.** Sixty-seven percent (67%) of each eligible billing request received by the COMMISSION authorized under the terms of this Agreement must be paid from grant funds. Payments made by the COMMISSION shall be coordinated with the SPONSOR and other funding sources so that the final grant amount provided by the COMMISSION shall not exceed sixty-seven percent (67%) of total eligible PROJECT costs. The SPONSOR is responsible for completing the PROJECT and providing any funding in excess of that available from the COMMISSION.

**M.** The SPONSOR shall use funds disbursed by the COMMISSION immediately upon receipt strictly in accordance with the requests for payment submitted by the SPONSOR and approved by the COMMISSION. If at any time after execution of this Agreement and before one (1) year after the date of final payment to the SPONSOR the COMMISSION requests an audit of funds disbursed, the SPONSOR shall submit to and cooperate with the audit conducted by duly authorized representatives of the COMMISSION.

**N.** Disbursement of funds for final payment to a contractor will be made following an inspection of the completed PROJECT by the COMMISSION and upon inspection and certification of completion by the SPONSOR'S ENGINEER. Prior to final disbursement of funds, the SPONSOR shall furnish the COMMISSION proof in affidavit form that all claims, liens, or other obligations for the PROJECT have been properly paid and settled or will be paid and settled from the final disbursement. Further, the SPONSOR shall have published notice of completion and final settlement in a newspaper allowing forty (40) days for parties to present claims for payment due prior to the date of final payment, according to law.

**O.** The SPONSOR shall provide the COMMISSION with a certified copy of the as-constructed PROJECT plans and a copy of the operation and maintenance manual.

**P.** Representatives of the COMMISSION shall have the right of ingress and egress to enter upon the premises at any time, along established easements, for the purpose of inspection during construction of the PROJECT described in this Agreement, and during the term of the economic life of the project. The SPONSOR will not be responsible for the safety of such representatives of the COMMISSION while they are on or about the premises.

**Q.** The SPONSOR shall complete the PROJECT and shall be responsible for operation and maintenance of the PROJECT in accordance with accepted engineering practices. The SPONSOR shall be responsible for all costs, including labor, for all operation, maintenance and repairs. In addition, the SPONSOR shall complete the PROJECT no later than the reversion date of July 1, 2022, and shall have settled all claims and paid all PROJECT expenses by that date. The COMMISSION shall not pay any funds to the SPONSOR after the reversion date specified, and the SPONSOR shall be solely responsible for payment of any expenses incurred or claims received after said date.

**R.** The grant is subject to the following conditions regarding management of the completed PROJECT, restrictions on the sale of water, restrictions on the sale of the PROJECT:

- (1) Without prior written approval of the COMMISSION and either the State Engineer or Board of Control, there shall be no lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than municipal and rural domestic water supply use as determined by the COMMISSION in its sole and absolute discretion. If such a transaction is approved, the SPONSOR shall receive thirty-three percent (33%) of the revenues generated by the lease, sale, assignment or transfer of ownership of water from the PROJECT for purposes other than the municipal and rural domestic water supply use and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by

the lease, sale, assignment or transfer of ownership of water from the PROJECT. If the SPONSOR has any pre-existing contracts or commitments for the sale of water which might apply to these conditions, the SPONSOR shall submit evidence of such commitments to the COMMISSION within ten (10) days of the execution of this Agreement for review and declaration of exemption.

(2) There shall be no lease, sale, assignment or transfer of ownership of the PROJECT without prior written approval of the COMMISSION. If this condition is met, the SPONSOR shall receive thirty-three percent (33%) and the State of Wyoming shall receive sixty-seven percent (67%) of the revenues generated by the lease, sale, assignment or transfer of ownership of the PROJECT. Before the SPONSOR may lease, sell, assign or transfer ownership of the PROJECT, the State of Wyoming shall be given a one (1) year first right of refusal option to purchase the SPONSOR's interest in the PROJECT for an amount equal to the principal, interest, maintenance and replacement costs incurred by the SPONSOR at the date the option is exercised.

(3) The SPONSOR may purchase the position of the State of Wyoming, as described in subsections (1) and (2) of this Section, for the amount of the grant described in Section 4.A. of this Agreement plus the interest that would have accrued on the grant amount in the Water Development Account from the date the PROJECT was substantially completed as defined by the COMMISSION. The State Auditor shall determine the interest that would have accrued on the grant amount.

**S.** If through any cause, either party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if either party breaches any of the covenants, agreements, or stipulations of this document, the other party shall thereupon have the right to terminate this Agreement if such default or violation is not corrected within thirty (30) days after submitting written notice to the defaulting party. If the COMMISSION determines that the SPONSOR has, without good cause, abandoned completion of the PROJECT, the SPONSOR shall immediately repay the full amount of all grant funds actually expended plus interest as established by the State Auditor in an amount equal to the interest that would have accrued on the expended grant funds in the Water Development Account from the date of expenditure.

**T.** Notwithstanding the above, the SPONSOR shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this Agreement by the SPONSOR, and the COMMISSION may withhold any payments to the SPONSOR for the purposes of set off until such time as the exact amount of damages due the COMMISSION from the SPONSOR is determined. In the event of default or the SPONSOR's negligent or intentional failure to complete the PROJECT, the COMMISSION shall have the right of set off against any State of Wyoming accounts or sources of funding designated for use by, or on behalf of the SPONSOR for the full amount owed to the COMMISSION pursuant to this Project Agreement.

## **5. General Provisions.**

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

**B. Applicable Law/Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**C. Audit/Access to Records.** The SPONSOR shall provide the COMMISSION and its representatives access to any of the Sponsor's books, documents, papers, and records which are pertinent to this Agreement.

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

**E. Compliance with Laws.** The SPONSOR shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including but not limited to laws and regulations governing assessment processes, public bidding, public works and contractor retainage. The SPONSOR shall comply with all resident and other preference requirements, including but not limited to those applicable to labor, materials and subcontractors.

**F. Entirety of Agreement.** This Agreement, consisting of eight (8) pages, represents the entire and integrated Agreement between the parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

**G. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

**H. Independent Contractor.** The SPONSOR shall function as an independent contractor for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms and conditions of this Agreement, the SPONSOR shall be free from control or direction over the details of the performance of services under this Agreement. The SPONSOR shall assume sole responsibility for any debts or liabilities that may be incurred by the SPONSOR in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the SPONSOR or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or the COMMISSION or to incur any obligation of any kind on the behalf of the State of Wyoming or the Commission. The SPONSOR agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance and/or similar benefits available to State of Wyoming employees will inure to the benefit of the SPONSOR or the SPONSOR's agents and/or employees as a result of this Agreement.

**I. Notice.** Any notice, demand, request or other communication [Notice] made or given by a party under this Agreement shall be made in writing and delivered either personally or by regular mail to the other party at its address as follows:

If to the COMMISSION:

Wyoming Water Development Commission  
6920 Yellowtail Road  
Cheyenne, Wyoming 82002

If to the SPONSOR:

City of Cody  
1338 Rumsey Ave  
Cody, WY 82414-3713

**J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved by the Office of the Attorney General, and filed with and approved by the Department of Administration and Information.

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

**L. Sovereign Immunity.** The State of Wyoming and the COMMISSION do not waive sovereign immunity by entering into this Agreement and the SPONSOR does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

**M. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

**N. Waiver.** The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**WYOMING WATER DEVELOPMENT COMMISSION**

  
\_\_\_\_\_  
Sheridan Little, Chairman

7/1/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Clinton W. Glick, Secretary

7-1-17  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_

**CITY OF CODY**

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Barry A. Cook, City Administrator

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

  
\_\_\_\_\_  
Tyler M. Renner,  
Assistant Attorney General

3/28/17  
\_\_\_\_\_  
Date

MEMORANDUM OF UNDERSTANDING  
Professional Services Agreement

This Memorandum of Understanding and Professional Services Agreement is made and entered into by and between Park County, Wyoming, who shall be known as the "COUNTY" and the City of Cody, a Wyoming Municipal Corporation, who shall be known as the "CITY". The purpose of the Memorandum and Agreement is to establish mutually agreed upon services that will be provided by the CITY, COUNTY or both, regarding the Law Enforcement Center (excluding the secured area of the jail), at 1402 Riverview Drive, Cody, Wyoming and associated costs with the operation of said center. The parties therefore agree to the following:

1. The term of the agreement shall be perpetual or for the life of the building. It shall remain in full force and effect until terminated by either party. Termination shall be in writing at least three hundred and sixty five (365) days in advance. The agreement may only be modified in writing after either party request modification(s) and after the governing bodies mutually agree to said modifications.
2. An annual review of compliance with the terms and conditions of the agreement shall be conducted by parties designated by the COUNTY and the CITY between January and February of each year. The results of this review including any recommended modifications and adjustments to costs, fees and expenses, including the number and percentage of incidents by agency from the previous twelve months shall be provided to the governing boards of the COUNTY and the CITY. The COUNTY'S designated parties will be the Chairman of the Board of County Commissioners and the Sheriff, or their designees. The CITY'S designated parties will be the Mayor, the City Administrator and the Chief of Police, or their designees. The results of this review shall be provided to the governing boards of the COUNTY and CITY and said review shall include but not be limited to the effectiveness of this agreement and any recommended changes thereto. No modifications or adjustments to this agreement, including modifications or adjustments to the costs, fees, expenses and other amounts established herein, shall be effective until the process described above has been followed, and until a written amendment has been approved and signed by both Governing Bodies.
3. The COUNTY shall provide custodial services to the CITY which shall include but not be limited to: interior cleaning, vacuuming, dusting and bathroom maintenance. Said services shall occur at a minimum of every other day; excluding weekends and holidays. CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$23,225.55 (50% of \$46,451.09) for the cost of janitorial services. Additionally, CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$4,854.55 (50% of \$9,709.10) for cleaning supplies and interior supplies for replenishing general

custodial supplies including but not limited to light bulbs, air handler filters, toilet paper and cleaning supplies that shall be used by the COUNTY. Other maintenance such as carpet shampooing, floor washing, etc. shall be scheduled as needed by the maintenance staff. The COUNTY will also maintain all exterior lighting.

4. The COUNTY and the CITY agree that in regards to the Law Enforcement Administration Facility, the COUNTY shall provide an estimate of anticipated repairs for the facility for consideration during the annual review. The COUNTY and the CITY agree to allocate in each respective budget funds to cover 50% of the mutually approved budgeted repair costs. The CITY will reimburse the COUNTY for its share of the actual repair costs within forty-five (45) days of being invoiced by the COUNTY for the CITY share of the repair costs. If the COUNTY determines an emergency exists, the unanticipated repairs shall be shared at 50% by the CITY and COUNTY respectively.
5. The CITY shall provide exterior maintenance to the grounds of the facility including, but not limited to parking lot striping, sweeping, snow removal and plowing, landscaping maintenance, watering, weed control on property, including inside fenced areas and exterior window washing. The COUNTY shall provide a credit to the CITY's monthly bill reflecting fifty percent of the total annual cost or \$4,762 (50% of \$9,523). In the event that parking lot repairs, repaving or other capital repairs, improvements and other requirements are necessary, the CITY and COUNTY shall mutually agree to a funding mechanism which shall be part of the normal budgeting process for each appropriate party. In addition, the COUNTY will maintain all exterior cameras.
6. The COUNTY and CITY shall have access to all shared facilities related to the Law Enforcement Center including the meeting room, conference room, work-out facilities, Server room and the garage. The COUNTY and CITY agree to coordinate the use of those areas for law enforcement purposes. The COUNTY and the CITY agree to share maintenance and replacement costs within shared facilities on an even basis. The COUNTY and CITY agree to pay equally in the cost of equipment for the workout and training rooms. However, the COUNTY and CITY agree that each may purchase items for the shared areas for the benefit of everyone if funds are available from one agency and not the other, without an expectation for reimbursement from the other agency.
7. The CITY agrees to pay 12.5% of the electric and 12.5% of the demand on a monthly basis. The CITY agrees to pay 12.5% of the monthly sewer and water costs. In the event it is determined that these fees do not represent the actual costs of providing services, said annual fees will be adjusted.
8. The CITY agrees to pay COUNTY a base fee of two hundred fourteen six hundred forty dollars and seven cents (\$214,640.07) in twelve (12) monthly payments of seventeen thousand eight hundred eighty six dollars and sixty seven cents (\$17,886.67) for

“Dispatcher Wages and Benefits”. Said base fee is calculated from the Total Dispatch wages and benefits (EXHIBIT A) multiplied by the percentage of total police department incidents generated the preceding year (EXHIBIT B). Incidents shall be defined as a call for service initiated for documentation purposes as received either by an individual or generated by the Officer for a legal record of a call for service to be used for court and/or statistical tracking purposes and such incident types that shall be billable are outlined in EXHIBIT D. In addition, the CITY agrees to pay COUNTY fifty thousand dollars (\$50,000) in twelve (12) monthly payments for services as described in EXHIBIT C. Said costs shall be proportionately shared by COUNTY and CITY based upon prior year actual and for this contract shall be \$50,000. Said costs shall include those paid out of the COUNTY general fund and shall exclude expenses paid from the COUNTY E911 fund.

A summary of this agreement is as follows:

	Yearly	Monthly
1. Dispatch Labor Costs:	\$214,640.07	\$ 17,886.67
2. Capital Equipment Costs:	\$ 50,000.00	\$ 4,166.67
3. Inside Maintenance Supply Costs:	\$ 4,854.55	\$ 404.55
4. Inside Maintenance Labor Costs:	\$ 23,225.55	\$ 1,935.46
5. Outside Maintenance Costs:	\$ -4,762.00	\$ -396.83
6. Building Insurance Costs:	\$ 3,912.37	\$ 326.03
7. Console Yearly Maintenance Costs:	\$ 7,061	\$ 588.48
 Total Contract Cost:	 \$298,932.35	 \$ 24,911.03

9. The CITY agrees to the following conditions related to Law Enforcement Center (LEC) Computer Systems and Data Networks. Any CITY purchases of computer workstations and other network devices, printers, cameras, scanners, etc., will be coordinated ~~and compatible~~ with COUNTY information technology ~~purchasing guidelines~~ staff. ~~Any CITY purchases of servers, operating systems, software or other integrated programs will be planned and approved by the COUNTY prior to use.~~ The COUNTY agrees the CITY can purchase and install any and all equipment related to network access provided it is compatible and agreed to by the COUNTY. The COUNTY agrees to provide services that meet current Law Enforcement requirements for security and confidentiality. Any purchases made by the CITY that shall not be integrated with the County Systems and Data Networks shall not need COUNTY approval.

10. The COUNTY shall provide access to any and all record produced by COUNTY through the Dispatch Center as it is related to CITY business. Records include, but are not limited to logs, reports, phone systems, phone recordings, radio transmissions and

computerized records including email. The request for records may be verbally or in writing, and the CITY shall allow a reasonable time for the production of requested records.

11. The COUNTY will be responsible for insuring the entire building structure against fire, and other loss and casualty. The CITY will be responsible for insuring all CITY property and contents within CITY space and the COUNTY will be responsible for insuring all other property and contents. In the event of a catastrophic loss, the COUNTY and the CITY recognize the CITY'S 12.5% ownership of the Administrative portion of the Law Enforcement Center and the parties shall agree to either rebuild any portion damaged or compensate the CITY for their 12.5% ownership from the gross insurance proceeds. City shall pay the County 12.5% of the County's property insurance premium on the building ( $\$31,299.00 \times .125 = \$3,912.37$ ).
  
12. Both the COUNTY and the CITY are government entities within the State of Wyoming. By entering into this agreement, neither the City nor the County waives its sovereign or governmental immunity, or any other rights, limitations and defenses provided by the Wyoming Constitution and Wyoming law, and both expressly reserve the right to assert such immunities, rights, limitations and defenses to any action arising out of this agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chairman, Board of Park County Commissioners

ATTEST:

\_\_\_\_\_  
Park County Clerk

\_\_\_\_\_  
Mayor, City of Cody

ATTEST:

\_\_\_\_\_  
Administrative Services Officer

**EXHIBIT A**

Dispatcher Wages & Benefit Amounts

	From Last Agreement CY 2015	For New Agreement CY 2016
Gross Wages	\$330,174.63	\$329,740.86
OT Wages	\$15,609.83	
Social Security	\$20,202.49	\$24,877.19
Medicare	\$4,750.64	
Retirement	\$49,086.30	\$54,802.85
Workers Comp	\$10,675.42	\$9,698.38
Other Benefits	\$63,441.00	\$68,256.00
<b>TOTAL</b>	<b>\$493,940.31</b>	<b>\$487,375.28</b>
City's Incident Percentage	47.87%	44.04%
City Share	\$236,449.23	\$214,640.07

Summary Reference for Page 3 of Agreement

Yearly	From Last Agreement CY 2015	For New Agreement CY 2016
1. Dispatch Labor Costs	\$236,449.23	\$214,640.07
2. Capital Equipment Costs	\$50,000.00	\$50,000.00
3. Inside Maint Supply Costs	\$3,772.50	\$4,854.55
4. Inside Maint Labor Costs	\$23,145.35	\$23,225.55
5. Outside Maint Costs	-\$4,762.00	-4,762.00
6. Building Insurance Costs	\$3,226.37	\$3,912.37
7. Console Yearly Maint Costs		\$7,061.81
<b>Total Yearly Contract Cost</b>	<b>\$311,831.45</b>	<b>\$298,932.35</b>
<b>Monthly Contract Cost</b>	<b>\$25,985.95</b>	<b>\$24,911.03</b>

Console Yearly Maint Costs Beginning 2017 Agreement  
City's portion based on annual incident %

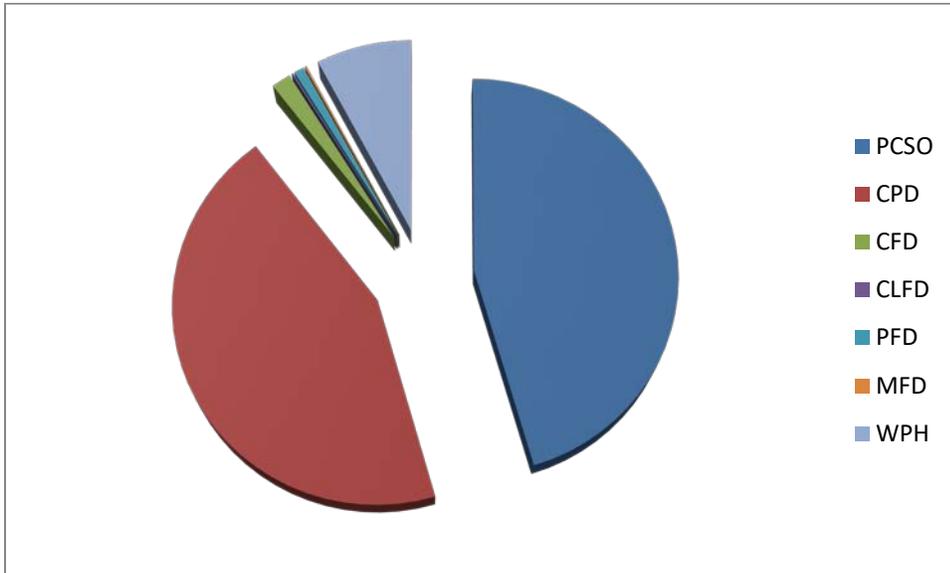
Yearly	Yearly	City's Yearly Portion Based on Incident %
1. Year 1 (warranty)	\$0.00	\$0.00
2. Year 2	\$16,035.00	\$7,061.81
3. Year 3	\$16,837.00	
4. Year 4	\$17,679.00	
5. Year 5	\$18,563.00	

**EXHIBIT B**

amount/total=%

amount/total=%

agency	total	percent of total	
10985	24146	45.4941%	PCSO
10634	24146	44.0404%	CPD
381	24146	1.5779%	CFD
32	24146	0.1325%	CLFD
200	24146	0.8283%	PFD
36	24146	0.1491%	MFD
1878	24146	7.7777%	WPH



## EXHIBIT C

### GENERAL DISPATCH SERVICES

- Receive all calls for service, including 911 calls and to dispatch appropriate emergency personnel and police officers, and document accordingly, in Rims system.
- Receive all incoming calls for police department employees and to receive police related messages; Except that the CITY agrees to utilize “direct dial” or cell phones for phone calls whenever practical, especially for personal calls; and to use voice mail for messages as much as possible.
- Receive after-hours reports of any adverse situations regarding city utilities and make appropriate notifications to city personnel accordingly.
- To coordinate and perform all NCIC/NLETS/WYCJIN transactions necessary for Cody Police activities. (this includes pawn tickets) and enforce system rules as necessary.
- To coordinate warrant confirmation, including that for all municipal warrants.
- Provide Vehicle Registration information, caller information, or other record data requested by officers responding to calls for service.
- Related to 911 Services as applicable to Cody Police operations; Create and maintain Master Streets Address Guide (MSAG) for accurate location of calls; Maintain Intrado portion of MSAG database for 911 system integration; maintain E911 mapping integration for 911 caller location;
- Related to the Rims software: Provide overall general support services for operation of the RIMS suite of software; To provide general support assistance with the RIMS suite that only Cody Police has (property room, iRims,); Adjust and manage data tables that configure and standardize system use; make modifications to data, as necessary, to ensure accuracy of entered data; maintain and update special Rims files used by officers (probation, premise, streets, protection order, etc).

### ADDITIONAL SERVICES

- Provide integration on Dispatch Consoles for 2 conventional radio channels and 3 Wyolink talkgroups shall for the purpose of dispatching calls for service and communicating with Police personnel.
- Provide integration on Dispatch Consoles for 1 conventional radio channel for the purpose of communicating with City Utilities personnel, when necessary.
- Provide space for placement of 4 consolette radios in Radio Room
- Provide space for 4 antennas and feed lines on tower at 210 foot, 200 Foot, ~~130-20~~ foot and 115 foot levels to accommodate Police and City radio systems.
- Provide logging recorder channels for 6 radio channels and software to access those recordings.
- Provide NEC Telephone Interfaces and basic telephone service for up to ~~16-25~~ Telephones (telephones to be provided by City)
- Provide telephone voice mail service for up to 40 users.
- Provide logging recorder export of any phone calls or radio traffic related to Cody Police activity that may be available on County Logging Recorder.
- Internet Firewall protection for up to ~~25-50~~ Computers
- Redundant Internet Access for up to ~~25-50~~ computers (subject to Firewall restrictions)
- Interconnect Services for other County Telephone systems (Courthouse, annex, etc)
- Access for 1 outside Terminal Service User (School Resource Officer -Locked down by location IP address)
- Provide computer network switch connectivity for up to ~~2550~~ computers.
- Provide Up to 25 Anti-Virus client agents for Police Computer Workstations.
- Computer Domain Access for up to ~~40-50~~ users.
- Access for up to ~~40-50~~ Exchange Server internal Clients (Microsoft Outlook – Email Etc)
- Data Link Services between Law Enforcement & Courthouse (Misc Data Services)

**EXHIBIT D**

**Cody Police Department Incidents by Type**

INC TYPE	INCIDENT DESCRIPTION	INC TYPE	INCIDENT DESCRIPTION	INC TYPE	INCIDENT DESCRIPTION
911HU	911 Hang-Up Call	DISORDER	Disorderly Conduct	PEDSTOP	Pedestrian Stop
ABANDVEH	Abandoned Vehicle	DISTURB	Disturbance	PERMIT	Permit
ADMIN	Administrative Duty	DOMESTIC	Domestic	PERSON-F	Person-Found
AGGASSLT	Aggravated Assault	DRILL	Drill/Exercise	PERSON-L	Person-Lost
AIRCRAASH	Aircraft Crash	DRUGS	Drug Related	PHONE	Phone Related Complaint
AIREMER	Aircraft Emergency	ESCAPE	Escape	PRISNTRN	Prisoner Transport
AIRSEC	Airport Security	ESCORT-F	Escort-Funeral	PROBCHEK	Probation Check
ALARM	Intrusion/Holdup	ESCORT-M	Escort-Miscellaneous	PROBVIOL	Probation Violation
AMBULANC	Ambulance Call	EXPATROL	Extra Patrol Request	PROPFOUN	Property-Found
ANIMAL-B	Animal Bite	EXPLOSIV	Explosives Disposal	PROPLOST	Property-Lost
ANIMAL-D	Animal- Deceased	FIRE	Fire Call	PROTORDR	Protection Order
ANIMAL-L	Animal-Lost	FIREWORK	Fireworks Complaint	PROWLER	Prowler
ANIMAL-N	Animal-Noisy	FLAGDOWN	Officer Flagged Down	REDDI	Reddi Report
ANIMAL-O	Animal Call - Other	FOLLOWUP	Followup	ROADHAZ	Road Hazard/Blockage
ANIMAL-R	Animals on Roadway	FORGERY	Forgery/Counterfeit Complai	ROBBERY	Robbery
ANIMAL-S	Animal-Stray	FRAUD	Fraud Related	RUNAWAY	Runaway Juvenile
ANIMAL-T	Animal-Trap Request	HARASS	Harassment	SECHECK	Security Check
ANONTIP	Crime Tip- CPD	HAZARD	Safety Hazard	SEXASSLT	Sexual Assault
AOA	Assist other Agency	HAZMAT	Hazmat Call	SIGNLAW	SIGNAGE LAW VIOLATION
ASSAULT	Assault	HOMICIDE	Homicide	SMOKING	Underage Smokers
ATL	Attempt to Locate	INCORRIG	Incorrigible Juvenile	SPECINC1	Special Incident 1
AUTOBURG	Auto Burglary	INFO	Informational	STOLEPLT	Stolen License Plates
BADCHECK	Bad Checks Complaint	INTOXSUB	Intoxicated Subject	STOLEVEH	Stolen Vehicle
BARWALK	Bar Walk-Through	KIDNAP	Kidnapping	SUICIDE	Suicide Attempt/Threat
BODYFOUN	Body Found	LIQLAWS	Liquor Laws - Other	SUSPACT	Suspicious Activity
BOMBCELL	Bomb Threat	LITTER	Littering	SWARRANT	Search Warrant
BURGLARY	Building Burglary	MENTAL	Mental Problem	THEFT	Theft
CCS	Council Community Services	MESSAGE	Deliver Message	THREATS	Threats
CHILDWEL	Child Welfare	MISCASST	Miscellaneous Assistance	TRAFCOMP	Traffic Complaint
CITCON	Citizen Contact	MVC	Motor Vehicle Crash	TRAFSTOP	Traffic Stop
CIVATMPT	Civil Attempt	NCIC	NCIC/WCJIN Related	TRAIN	Training Duty
CIVDISPU	Civil Dispute	NOTIFY	Notify City Departments	TRESPASS	Trespass Complaint
CIVSTDBY	Civil Standby	NUISANCE	Nuisance Complaint	UNKNOWN	Unknown Call Type
COMPUTER	Computer Crimes	OPENDOOR	Open Door/Window	WARATMPT	Warrant Service Attempt
CONTBURN	Controlled Burn	OTHERACC	Other Accident	WATER	Water Use Violation
CRIMSUMM	Criminal Summons Attempt	OTHERLAW	Other Law Violations	WEAPONS	Weapons Offense
CUSTODY	Custody Dispute	PARKING	Parking Problem	WELFARE	Welfare Check
DISASTER	Natural Disaster	PATROLX	Patrol-Extra		

MEETING DATE: JULY 18, 2017  
DEPARTMENT: ADMINISTRATIVE SERVICES  
PREPARED BY: CINDY BAKER  
ADMINISTRATIVE SERVICE OFFICER  
DEPT. DIR. APPROVAL: \_\_\_\_\_  
CITY ADM. APPROVAL: \_\_\_\_\_

## **AGENDA ITEM SUMMARY REPORT**

### **Bar & Grill Liquor License**

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

Consider three applications submitted for one available Bar & Grill liquor license.

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

The City of Cody received notice that provided for two additional Bar & Grill licenses, as well as, an issued on reverted back to the City. Thus, the City currently has four Bar and Grill licenses available.

At a special council meeting, the council directed staff if to advertise the acceptance of applications for the available Bar & Grill licenses. Since that time the City has received three applications, and had advertised for a public hearing to be held on July 18<sup>th</sup>. Due to the timing of the license renewal period, any license issued would have the effective date of the issuance of the license will be August 1<sup>st</sup>.

Three applications were received as follows: Fred T Mac, dba Cody Cattle Company, Pat O'Hara Brewing Company LLC and Seven Fourteen LLC dba Gasthaus Cardi, LLC. The application, attachments, and business plans for each applicant are attached.

#### **FISCAL IMPACT**

If issuance of the license is approved, the City will receive \$5000 for the initial issuance of the license.

#### **ALTERNATIVES**

1. Approve issuance of the Bar & Grill license to one, two or three of the applicants with an effective date of August 1, 2017; noting if the holder currently has a restaurant license that would be relinquished upon issuance of the Bar & Grill License.
2. Do not issue any of the available Bar & Grill license.

#### **ATTACHMENTS**

Applications and attachments for applicants

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

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 5, 16, 17

	<b>Annual Fee</b>	<b>Prorated Fee</b>
Basic Fee:	\$ <u>5000</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collected:	\$ <u>144.00</u>	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 7/6 & 7/13

Hearing Date: 7, 18, 17

LICENSE TERM: 09, 01, 17  
Month Day Year

Through: 07, 31, 18  
Month Day Year

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

Formerly Held by: \_\_\_\_\_

Applicant: Fred-T-Mac LLC

Trade Name (dba): The Cody Cattle Company

Premise Address: 1910 Demaris Street  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: 3324 Pine Hill Trail  
Number & Street or P.O. Box

Palm Beach Gardens FL 33418  
City State Zip

Business Telephone Number: (307) 272-5770

Fax Number: 561, 630-7337

E-Mail Address: anita@the.cody.cattle.com

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

<p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW</p> <p><input type="checkbox"/> TRANSFER LOCATION</p> <p><input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN</b> (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u></p> <p><input checked="" type="checkbox"/> COUNTY OF <u>Park</u></p> <p><b>FILING AS</b> (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> CORPORATION</p> <p><input type="checkbox"/> LTD PARTNERSHIP</p> <p><input type="checkbox"/> ASSOCIATION</p> <p><input type="checkbox"/> ORGANIZATION</p> <p><input checked="" type="checkbox"/> LLC</p> <p><input type="checkbox"/> LLP</p>	<p><b>TYPE OF LICENSE OR PERMIT</b> (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE</p> <p><input type="checkbox"/> ON-PREMISE ONLY (BAR)</p> <p><input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)</p> <p><input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE</p> <p><input type="checkbox"/> RESORT LIQUOR LICENSE</p> <p><input checked="" type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)</p> <p><input type="checkbox"/> VETERANS CLUB</p> <p><input type="checkbox"/> FRATERNAL CLUB</p> <p><input type="checkbox"/> GOLF CLUB</p> <p><input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY</p> <p><input type="checkbox"/> WINERY</p> <p><input type="checkbox"/> DISTILLERY SATELLITE</p> <p><input type="checkbox"/> WINERY SATELLITE</p> <p><input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>WHEN DO YOU OPERATE?</b></p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED</p> <p><input type="checkbox"/> FULL TIME (e.g. Jan through Dec)</p> <p><input checked="" type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)</p> <p>from <u>June</u> to <u>Sept</u></p> <p>DAYS OF WEEK (e.g. Mon through Sat)</p> <p><u>Mon thru Sun</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)</p> <p><u>5 - 8 pm</u></p>
---	--	---

**1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:**

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

10 X 12 room in south half of building

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

**MFG:**

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

Lot 9 A De Maris Subdivision

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

- (1) **OWN** the building in which sales room is located?
- (2) **LEASE** the building in which sales room is located?

YES (own)

YES (lease)

- (A) DATE lease expires \_\_\_\_\_ located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease document.
- (B) Provision for **SALE** of alcoholic or malt beverages located on page \_\_\_\_\_ paragraph \_\_\_\_\_ of lease.

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

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?  YES  NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: \_\_\_\_\_

5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)  YES  NO  
If "YES", explain: \_\_\_\_\_

6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE:**

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

**RESORT LICENSE:**

9. Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

**MICROBREWERY LICENSE:**

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY  WINERY

11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division)  YES  NO

(b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division)  YES  NO

**WINERY LICENSE:**

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY  WINERY

**LIMITED RETAIL (CLUB) LICENSE:**

13. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

14. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

Each individual or partner must complete this section.

**If the applicant is filing as a Club:**

Each officer must complete this section.

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

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

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

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

True, and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
William Thielemann				8.5	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Richard MacGregor				8.5	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Robert Fredricks				8.5	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Anita Fredricks				8.5	25	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

**OATH OR VERIFICATION**

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

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

Florida  
STATE OF ~~WYOMING~~  
COUNTY OF Palm Beach SS.

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

a Notary Public, Officer authorized to administer oaths in and for  
Palm Beach County, State of ~~Wyoming~~ Florida, personally appeared

Anita Fredricks name he/she being first duly sworn  
(Insert Names)

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

(Seal)



1. Anita Fredricks  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: \_\_\_\_\_

Witness my hand and official seal:

Mary L. Rowell  
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5/9/2017

**REQUIRED ATTACHMENTS:**

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

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

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

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

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE  
CONSUMER HEALTH SERVICES  
2219 CAREY AVE  
CHEYENNE, WY 82002**

**EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES**

Retail Food

ACCOUNT # 3919

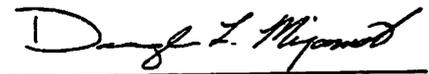
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable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

Issued to:

**CODY CATTLE COMPANY  
1910 DEMARIS ST  
CODY, WY 82414**

**EXPIRATION DATE:  
5/29/2018**

**ANITA FREDRICKS  
3324 PINE HILL TRAIL  
PALM BEACH GARDENS, FL 33418**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT  
AND POSTED CONSPICUOUSLY  
AT THE PHYSICAL LOCATION**



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

Fax: 307 587 2827

To: Liquor Division

June 20, 2017

From: Mark Westerling  
Wells Fargo Bank  
Cody WY 82414

To Whom,

Regarding the account of Fred T Mac, LLC is our customer and currently has an account in good standing. The account has been open since 2008.

Please update your records with the above information which is connected to an active account with us.

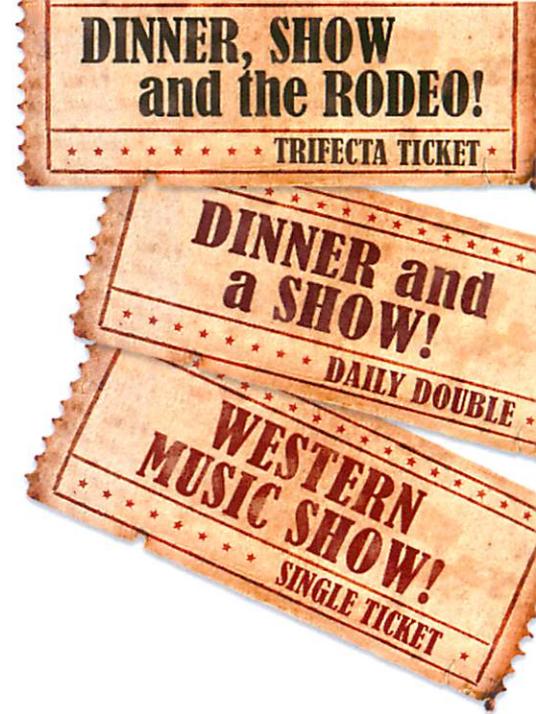
Thank you for your attention to this matter.

A handwritten signature in black ink, appearing to read "Mark Westerling", with a long horizontal flourish extending to the right.

Mark Westerling  
Senior Relationship Manager  
Vice President  
Wells Fargo Bank  
1401 Sheridan Ave  
Cody, WY 82414  
307-527-2638



# THE CODY CATTLE COMPANY



May 9, 2017

City of Cody Governing Body  
Re: Application for Bar & Grill License

A Bar & Grill License will enhance our current business as our operational hours are limited and the number of guests in our building for that 2 ½ hour period, at times, approaches 300. Not having to deliver alcoholic drinks to the table and not being limited to a designated dispensing area, both of which are necessary with our current Restaurant license, would enable us to more quickly and efficiently service our guests.

It is understood that, if The Cody Cattle Company is awarded a Bar & Grill License, we would be relinquishing our restaurant license the effective date of the new license.

Thank you for your consideration.

Best regards:

A handwritten signature in cursive script that reads 'Anita Fredricks'.

Anita Fredricks  
Partner

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 5 / 11 / 17

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>500.</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collected:	\$ <u>144.00</u>	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 7/6 & 7/13

Hearing Date: 07 / 18 / 17

LICENSE TERM: 08 / 01 / 2017  
Month Day Year

Through: 08 / 31 / 2018  
Month Day Year

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

Formerly Held by: \_\_\_\_\_

Applicant: Pat O'Hara Brewing Co, LLC

Trade Name (dba): Pat O'Hara Brewing Co.

Premise Address: 1019 15th St  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: 1019 15th St  
Number & Street or P.O. Box

Cody Wyo 82414  
City State Zip

Business Telephone Number: (307) 586-5416

Fax Number: \_\_\_\_\_

E-Mail Address: patoharabrewing@gmail.com

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

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

**1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:**

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

36 x 50' Room in East portion of building

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

MFG: \_\_\_\_\_

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

11-0500-01-0-06-090-02 O.T. 1/2 of Lot 8 B1K6

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

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

(A) **DATE** lease expires 5/21/2021 located on page 2 paragraph 4 of lease document.

(B) Provision for **SALE** of alcoholic or malt beverages located on page 3 paragraph 8 of lease.

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

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

**RESTAURANT OR BAR AND GRILL LICENSE:**

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

**RESORT LICENSE:**

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

**MICROBREWERY LICENSE:**

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

**WINERY LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?		Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?	
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
Leonard R Moore				4	95%	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
						YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

**OATH OR VERIFICATION**

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

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

STATE OF WYOMING)

SS.

COUNTY OF Park

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

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

Park

County, State of Wyoming, personally appeared

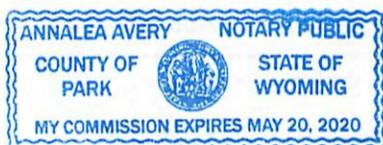
Leonard Moore

name he/she being first duly sworn

(Insert Names)

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

(Seal)



1. [Signature]  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: May 20, 2020

Witness my hand and official seal:

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

Title Notary

Dated: 5/11/17

**REQUIRED ATTACHMENTS:**

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

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

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

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

Liquor License Application Addendum- Background Information Disclosure

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

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

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

**Individual:** each individual on the application

**Partnership:** each partner

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

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

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

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

Liquor License Applicant Name: Pat O'Hara Brewing Co LLC  
Individual Name: Leonard Moore  
Date: \_\_\_\_\_

<u>Date</u>	<u>Offense</u>
_____	<u>None in last 10 years</u>
_____	_____
_____	_____
_____	_____

By signing I certify this information is truthful and accurate.

Signature: 



# Pinnacle Bank

---

May 16, 2017

RE: Pat O'Hara Brewing Company – Statement of Financial Condition

To: City Of Cody

To whom it may concern:

This letter is to certify that Pat O'Hara Brewing Company has had an active checking account with Pinnacle Bank since May of 2016. Pat O'Hara has maintained significant positive balances and handled all accounts as agreed. It appears they are in sound financial condition.

Feel free to call me with any questions.

Thanks,

Luke Skates

Loan Officer

Pinnacle Bank - Cody



MEMBER FDIC

Cody City Council

The original business plan for Pat O'Hara Brewing Co. included a full service bar. A bar and grill license would allow the sale of wine and spirits and offer more choices to the customers. At the current time we allow customers to bring in their own wine and spirits. The ability to sell wine and spirits would allow the business to have more control over what and how much customers are consuming.

A full service bar would complete the original plan for Pat O'Hara Brewing Co. and offer our customers more choices and another source of revenue for the business.

Thank You for your consideration in the process of issuing this bar and grill license.

Leonard Moore

Owner

Pat O'Hara Brewing Co.



# LEASE

THIS LEASE made and executed on this 21<sup>st</sup> day of May, 2016 by and between The Charles H. Stump Family Trust, dated May 14, 1998, of 96 Southfork Road, Cody, Wyoming, (Charles Howard Stump and Esther Janice Stump, trustees, or any other trustees designated) ("LESSOR"), and Pat O'Hara Brewing Company, L.L.C., a company registered in the State of Wyoming and located in the City of Cody, Wyoming at address 1019 15th st Cody WY ("LESSEE").

## 1. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the building and property (the "Leased Premises" or "Premises") located at 1019 15th Street in Cody, Wyoming, described as follows:

*The North 50 feet of Lots 31 and 32, Block 8, Original Town (now City) of Cody, Park County, Wyoming, together with all and singular the tenements, hereditaments, and appurtenances thereon or hereunto belonging or in anywise appertaining.*

## 2. RENTAL CHARGE

A. LESSEE agrees to pay to LESSOR as rental for the term of This Lease, at 96 Southfork Road or such other place as the LESSOR may designate from time to time, the sum of One Thousand dollars (\$1000.00) per month. If, in any month, the payment exceeds the stated monthly amount, the amount in excess will be applied to the following month(s). Regular monthly rental payments of the full stated monthly amount shall be due and payable on the 15<sup>th</sup> day of each month.

B. If the rent required to be paid herein, or any part thereof is not paid within ten (10) days of the due date, written notice will be sent or delivered to LESSEE. If said default in payment continues for five (5) days after written notice of default, LESSOR may declare This Lease in default, and proceed to pursue their remedies at law. If LESSEE remains in possession of the Premises for more than three (3) days after the lawful termination of This Lease, LESSEE shall be deemed guilty of unlawful retainer, hereby confesses judgment thereto, and is subject to the remedies provided by law in such cases.

### **3. DEPOSIT**

Prior to taking possession of the Premises LESSEE agrees to pay a security deposit of \$1000.00 along with the first and last month's rent for a total of \$3000.00 and must show that utility and gas deposits have been made and said utility and gas services have been placed in LESSEE'S name, at which time two (2) sets of keys to the Premises will be given to LESSEE. In the event LESSEE vacates the Premises, the security deposit may or may not be returned in part or in full, at the discretion of the LESSOR, depending on the condition of the "Leased Premises".

### **4. TERM**

A. The term of This Lease shall be five (5) years.

B. Holding over or continuation of any business by LESSEE after the expiration of This Lease shall be considered to be a renewal or extension of This Lease, with the length of such additional term being one month, providing the rent is paid when due. In the event of such holdover, LESSOR reserves the right to reasonably increase the monthly rental charge. A new lease with a term of not less than one (1) year must be negotiated, executed and signed by LESSOR and LESSEE within 30 days of the termination of This Lease.

### **5. TERMINATION**

A. Either LESSOR or LESSEE may terminate This Lease for cause at any time by delivering a written 30-day notice stating the reason for such termination. When vacating the Premises, LESSEE agrees to leave Leased Premises in as good or better condition as when he/she moved into it. Floors, cabinets, cupboards, and all equipment and fixtures will be in good repair and clean. All light bulbs and or fluorescent tubes shall be in place and in working order and keys will be returned. Walls and woodwork will be clean, garbage and refuse will be removed. Any damage to Leased Premises will be repaired. All keys to the premises provided by LESSOR, and all copies thereof shall be surrendered to LESSOR. Any permanent fixtures or additions made to Leased Premises by LESSEE, except as noted in Paragraph 9, will become a part of the Leased Premises and, as such, will remain on the Premises when LESSEE vacates unless previous written agreements have been made between LESSOR and LESSEE.

## 6. DEFAULT

A. LESSOR'S Right to Terminate Lease: In the event of LESSEE'S default as stated herein, LESSOR, after notice as required in paragraph 2, at his/her option, without further notice, may terminate This Lease and any and all interest of LESSEE and may thereupon immediately re-enter and take possession of the Leased Premises. When vacating the Leased Premises, LESSEE shall leave Leased Premises as stated in paragraph 5A.

B. LESSOR Remedies Cumulative: Each and all of the remedies given to LESSOR in This Lease or by law shall be cumulative, and the exercise of one right or remedy by LESSOR shall not impair his/her right to exercise any other right or remedy.

## 7. OCCUPANCY AND ACCEPTANCE OF PREMISES

By entering into and occupying the Leased Premises, LESSEE shall be deemed to acknowledge that the Leased Premises are in good order and repair.

## 8. USE OF PREMISES

A. Purpose: LESSEE shall use the Leased Premises for the purpose of conducting a micro-brewery, bar, restaurant, and brew pub and no part of the Leased Premises shall be used for any other purpose without the prior written consent of the LESSOR.

B. Legal Use and Insurance Compliance: LESSEE shall make no offensive or unlawful use of the Leased Premises or any part thereof, or cause or permit any offensive or unlawful use to be made of the Leased Premises or any part thereof by any party. LESSEE shall not use the Leased Premises or any part thereof, or permit any act whatsoever to be done on the Leased Premises, in a manner that will violate or make void or inoperative any policy of insurance held by LESSOR.

C. Maintenance of Premises. LESSEE shall at all times maintain the Premises in a clean, neat, and orderly condition.

D. Use Impairing Structural Strength: LESSEE shall not permit the Leased Premises or any part thereof to be used in any manner that will impair the structural strength or permit the installation of any machinery or apparatus, the weight or vibration of which may tend to injure or impair the foundations or structural strength thereof.

Charles H. King  
Esther J. King & Trustee

LESSOR

21 May 2016

21 May 2016

DATE

L R Moore

LESSEE

May 21 2016

DATE

LESSEE

DATE

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE  
CONSUMER HEALTH SERVICES**

**2219 CAREY AVE  
CHEYENNE, WY 82002**

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 1791

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

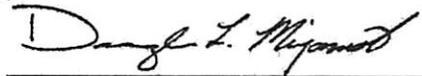
Issued to:

**PAT O'HARA BREWERY COMPANY LLC  
1019 15TH ST  
CODY, WY 82414**

EXPIRATION DATE:  
4/16/2018

**LEONARD R MOORE**

**927 MEADOW LAND AVE  
CODY, WY 82414**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT  
AND POSTED CONSPICUOUSLY  
AT THE PHYSICAL LOCATION**

## Outdoor Serving Area Renewal/Request

Per state statute 12-5-201 (a), "Alcoholic beverages secured in the licensed room by a server may be served only in the building in which the licensed room is located an in an immediately adjacent fenced or enclosed area as approved by the local licensing authority."

If you currently have an outdoor serving area or would like to request approval of a new outdoor serving area, please complete the following:

Applicant Name: Pat O'Hara Brewing CO. LLC

Please renew our outdoor serving area.

I am requesting approval of a new outdoor serving area (not previously approved).

If requesting approval of a new area, or if you have made changes to the current area, please provide a detailed drawing:

# NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

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

Date Filed With Clerk: 5 / 16 / 17

	Annual Fee	Prorated Fee
Basic Fee:	\$ <u>5000</u>	\$ _____
Add'l Dispensing Room Fee:	\$ _____	\$ _____
Transfer Fee:	\$ _____	\$ _____
Total License Fee Collected	\$ _____	\$ _____
Publishing Fee Collected:	\$ <u>144.00</u>	\$ _____

Publishing Direct Billed:

Advertising Dates (2 wks): 7/6 & 7/13

Hearing Date: 7 / 18 / 17

LICENSE TERM: 08 / 01 / 17  
Month Day Year

Through: 07 / 31 / 18  
Month Day Year

Formerly Held by: \_\_\_\_\_

Applicant: SEVEN FOURTEEN LLC

Trade Name (dba): Easthaus Cardi

Premise Address: 1385 Sheridan Ave  
Number & Street

Cody WY 82414 Park  
City State Zip County

Mailing Address: 1847 Mountain View Dr  
Number & Street or P.O. Box

Cody WY 82414  
City State Zip

Business Telephone Number: (307) 578-8202

Fax Number: ( )

E-Mail Address: ricki053@hotmail.com

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

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

<p><b>FILING FOR</b></p> <p><input checked="" type="checkbox"/> NEW  <input type="checkbox"/> TRANSFER LOCATION  <input type="checkbox"/> TRANSFER OWNERSHIP</p> <p><b>FILING IN</b> (CHOOSE ONLY ONE)</p> <p><input checked="" type="checkbox"/> CITY OF <u>Cody</u>  <input type="checkbox"/> COUNTY OF _____</p> <p><b>FILING AS</b> (CHOOSE ONLY ONE)</p> <p><input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> LLC  <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP  <input type="checkbox"/> CORPORATION  <input type="checkbox"/> LTD PARTNERSHIP  <input type="checkbox"/> ASSOCIATION  <input type="checkbox"/> ORGANIZATION</p>	<p><b>TYPE OF LICENSE OR PERMIT</b>                  (CHOOSE ONLY ONE)</p> <p>RETAIL LIQUOR LICENSE  <input type="checkbox"/> ON-PREMISE ONLY (BAR)  <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)  <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR &amp; PACKAGE STORE)</p> <p><input type="checkbox"/> RESTAURANT LIQUOR LICENSE  <input type="checkbox"/> RESORT LIQUOR LICENSE  <input checked="" type="checkbox"/> BAR AND GRILL</p> <p>LIMITED RETAIL (CLUB)  <input type="checkbox"/> VETERANS CLUB  <input type="checkbox"/> FRATERNAL CLUB  <input type="checkbox"/> GOLF CLUB  <input type="checkbox"/> SOCIAL CLUB</p> <p><input type="checkbox"/> MICROBREWERY  <input type="checkbox"/> WINERY  <input type="checkbox"/> DISTILLERY SATELLITE  <input type="checkbox"/> WINERY SATELLITE  <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT</p>	<p>To Assist the Liquor Division with scheduling inspections:</p> <p><b>WHEN DO YOU OPERATE?</b></p> <p><input type="checkbox"/> NON-OPERATIONAL/PARKED  <input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec)  <input type="checkbox"/> SEASONAL/PART-TIME</p> <p>(specify months of operation)                  from _____ to _____</p> <p>DAYS OF WEEK (e.g. Mon through Sat)  <u>Mon - Sun.</u></p> <p>HOURS OF OPERATION (e.g. 10a - 2a)  <u>11am - 9pm</u></p>
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1. DISPENSING ROOM DESCRIPTION WITH DIMENSIONS:

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

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

MFG: \_\_\_\_\_

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

(d) Provide the legal description and the zoning of the site where the applicant will conduct business:

lots 30-32, block 9, original town, zoned C

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

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

(A) DATE lease expires 5/01/20 located on page 1 paragraph 1 of lease document.

(B) Provision for SALE of alcoholic or malt beverages located on page 2 paragraph 4 of lease.

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

3. Have you already assigned, leased, transferred or do you intend to assign, lease, transfer, contract or in any other manner agree with any person or firm other than yourself as licensee to operate and assert control or partial control of the license and the licensed room to carry on the licensed liquor business?  YES  NO

4. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?  YES  NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?  YES  NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?  YES  NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection therewith: \_\_\_\_\_

5. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)  YES  NO

If "YES", explain: \_\_\_\_\_

6. Is the applicant a mayor, member of a city or town council, or member of the board of county commissioners within the jurisdiction of this licensing authority? W.S. 12-4-103(a)(i)  YES  NO

7. Is the applicant employed by the State, City or Town, or County as a law enforcement officer, or hold office as a law enforcement officer through election? W.S. 12-4-103(a)(ii)  YES  NO

**RESTAURANT OR BAR AND GRILL LICENSE:**

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

**RESORT LICENSE:**

9. Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)  YES  NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)  YES  NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)  YES  NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended at least one million dollars (\$1,000,000.00)? W.S. 12-4-401(b)(iv)  YES  NO

**MICROBREWERY LICENSE:**

10. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY  WINERY

11. (a) Do you self distribute your products? W.S. 12-2-201(a) (Requires additional licensing with the Liquor Division)  YES  NO

(b) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires additional licensing with the Liquor Division)  YES  NO

**WINERY LICENSE:**

12. Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)  YES  NO

(a) If "YES", please specify type:  RETAIL  RESTAURANT  RESORT  BAR AND GRILL  MICROBREWERY  WINERY

**LIMITED RETAIL (CLUB) LICENSE:**

13. FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

(a) Has the fraternal organization been actively operating in at least thirty-six (36) states?  YES  NO

(b) Has the fraternal organization been actively in existence for at least twenty (20) years?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

14. VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

(a) Does the Veteran's organization hold a charter by the Congress of the United States?  YES  NO

(b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary?  YES  NO

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

**LIMITED RETAIL (CLUB) LICENSE:**

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

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

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

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

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

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

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

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

True and Correct Name	Date of Birth	DONOT LIST PO BOXES Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
Charles W. Struemke				6mo.	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Ricarda V. Struemke				6mo.	50%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>

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

**OATH OR VERIFICATION**

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

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

STATE OF WYOMING)

SS.

COUNTY OF Park)

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

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

Charles W Struemke & Ricarda V Struemke name he/she being first duly sworn  
(Insert Names)

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

(Seal)



1. Charles W Struemke  
2. Ricarda V Struemke  
3. \_\_\_\_\_  
4. \_\_\_\_\_

My Commission expires: May 20, 2020

Witness my hand and official seal:

Annalea Avery  
(Notary Public or other officer authorized to administer oaths)

Title Notary

Dated: 5/14/17

**REQUIRED ATTACHMENTS:**

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

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

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

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

City Of Cody

17 May,2017

Cody, Wy

Business plan for Bar and Grill License

Seven Fourteen, LLC  
DBA Gasthaus Cardi

We currently possess a restaurant liquor license, and understand that this license will be revoked if a Bar & Grill Liquor license is issued.

This building has held a bar and grill license until the previous business closed. It has an existing, temporarily physically masked, bar.

Our restaurant has an approved seating capacity of 99, but our current space only allows for approximately 78. The increase area of the existing bar would allow for an approximate additional 20 more seating. This would allow for more citizens to have the ability to dine where they desire in our community.

Mission Statement: Our mission statement is simple, to provide a unique cuisine (German) along with German unique beers, wines and snapps that are not readily available to the citizens in and around Cody Wyoming.

We have been open since May 1, 2017. The owners of the LLC are Charles W. and Ricarda V. Struemke. We plan for employment of approximately 25 - 30 employees. The location of the restaurant is as stated in the lease, address 1385 Sheridan Ave, Cody Wyoming.

The restaurant is a full service, family German Restaurant. Our niche is that our food and much of the alcoholic beverages are unique/different to the Cody area.

We are the only investors, have no loans, are 50/50% owners, and the only bank our business has is the Bank of Wyoming, that only has our business checking account.

Our market analysis indicates that there is a significant amount of local citizens with German heritage. Their influence within the community has been significant. While they are a target customer base they are not the main target. We believe that our unique food, beer, wine and snapps will be a big attraction for many others.

Because we do not provide foods and most alcohol beverages that other businesses do, in Cody, we do not believe that we are in direct competition with any other businesses, as far as food and some alcohol, in Park County.

We have met all known regulatory restrictions.

Our Company description has been stated above.

Both owners plan to be active owner/operators in the business. We have one assistant manager.

We are utilizing word of mouth, radio, newspapers, and social media to implement our marketing plan.

Please understand that the Pro forma Financials are very personal and instrumental to the overall marketing and operation of the business. Releasing this information to our competitors would be highly damaging to our business. Suffice it to say that I have a Masters Degree in Business Administration and we have many years experience in the operations of previous successful restaurants. We would not be entering into this venture without a plan that would be successful. We will provide an overview here of our financial plans.

We anticipate that we will be open and profitable 12 months of the year. We have special activities planned for each month of the nontourist part of the year. We have no debt, have approximately \$70,000.00 in cash reserve and have invested approximately \$100,000.00 in the business.

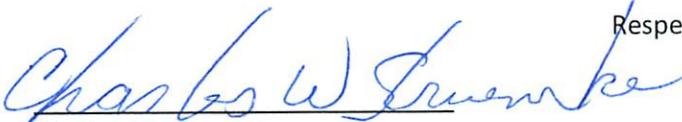
Like most businesses in Cody, cash flow should be slow in the off tourist season high during the tourist season.

We hope this provides the information you need to reissue a Bar & Grill license to this facility. As stated, this facility has had a license until the previous business closed. Our maximum authorized occupancy is 99. We currently have room for approximately 78. The existing bar area is approximately 20. The Bar and Grill license would open up the additional space and allow those citizens, that wish to dine, have space.

The current restrictions of masking our bar prevents us from displaying our unique selection of beverages and negatively impact part of our marketing.

We believe that our german cuisine, combined with our unique bar concept, with approximately eight actual rope swings, will draw not only more tourists, but also citizens from all over Wyoming, thus increasing tax revenue to Cody and the state. This increase citizen draw will also have a beneficial effect on other businesses in the area.

We hope that this information provide all the information needed to grant us a Bar and Grill License. Thank you for your consideration.

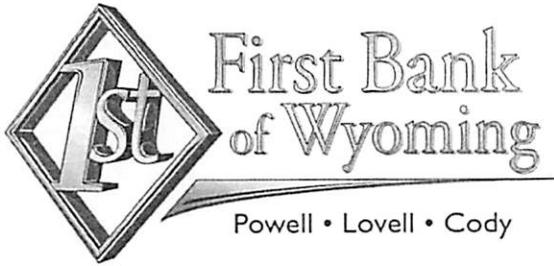


Charles W. Struemke  
Owner

Respectfully,



Ricki V. Struemke  
Owner



March 16, 2017

City of Cody Wyoming  
Attn: Annalea Avery  
1338 Rumsey Avenue  
Cody, WY 82414

Dear Annalea,

Please accept this letter as verification of deposit account for Seven Fourteen, LLC.

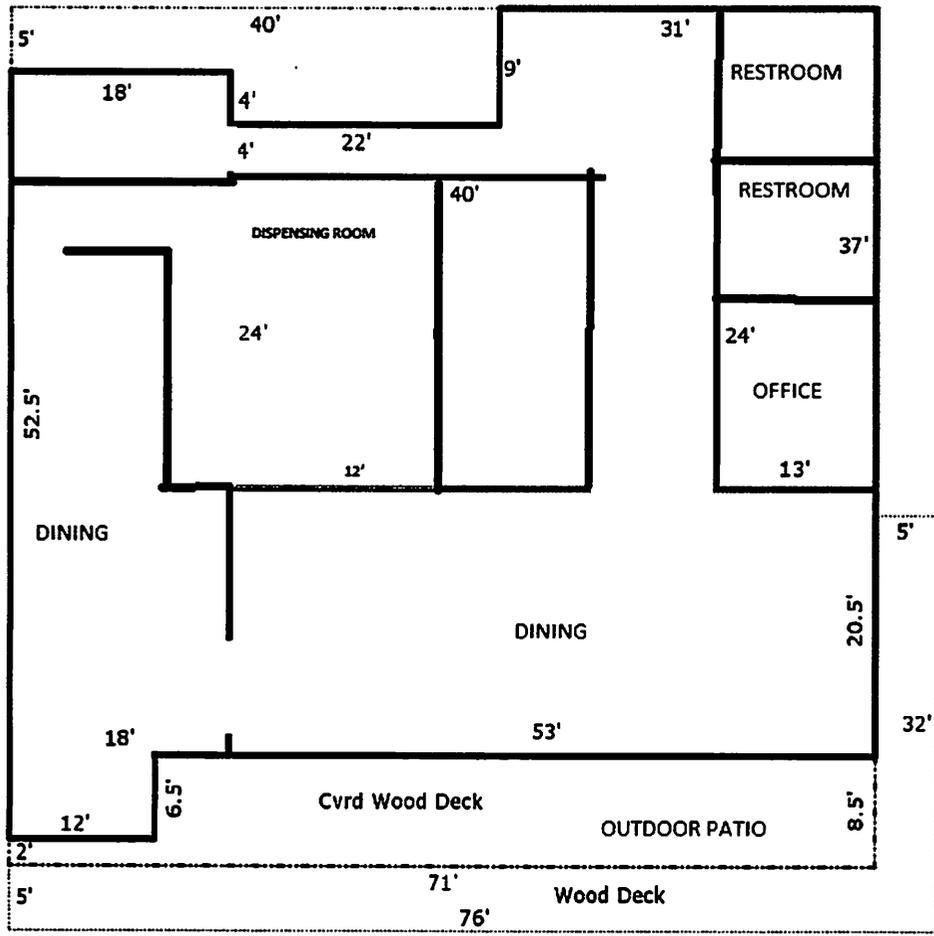
Checking Account #: 2200000325518

The account held at First Bank of Wyoming was originally established on November 4, 2016. Since the account has been open it has been maintained in a satisfactory manner with no overdraft activity. If you have any additional questions please feel free to contact me.

Sincerely,

Derek Moore  
Branch Manager

**Seven Fourteen LLC dba GASTHAUS CARDI - 1385 Sheridan Ave, Cody, WY 82414**



13th St.

Sheridan Ave

Sketch by Open Mind Inc.

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT, is made between WILDER ENTERPRISES, LLC, a Wyoming Limited Liability Company, (herein called "LESSOR") and Seven Fourteen, LLC, a Wyoming limited liability company, (herein called "LESSEE")**

**WITNESSETH:**

**WHEREAS, LESSOR is the owner of the real property located at 1385 Sheridan Avenue, Cody, Wyoming (which is also referred to as 1379 Sheridan Avenue, in the Park County records), which is more particularly described as follows:**

**Lots 30, 31, and 32, Block 9, Original Town of Cody, Park County, Wyoming.**

**TOGETHER WITH all improvements and appurtenances thereunto belonging.**

**(hereinafter referred to as the LEASED PROPERTY). LESSEE acknowledges that the restaurant equipment located in the LEASED PROPERTY is not part of this Lease (unless agreed upon by the parties); and**

**WHEREAS, LESSEE desires LESSOR to enter into a Lease Agreement with LESSEE with a lease date effective as of March 1, 2017 and with occupancy beginning on or before March 15, 2017;**

**NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, to be kept and performed by LESSEE, LESSOR does hereby lease unto LESSEE the LEASED PROPERTY under the following terms and conditions:**

**1. TERM - The term of this Lease shall be from March 1, 2017 through May 1, 2020. LESSOR agrees to begin negotiating solely with Lessee no later than November 1, 2019 for a new lease which is agreeable to both parties. If LESSOR and LESSEE cannot reach an agreement for a new lease by November 1, 2019, LESSOR may begin advertising for a new tenant and showing the space to any prospective new tenants. If LESSEE would like to terminate the lease prior to the end of the term, LESSEE shall be required to pay LESSOR a sum equal to three months rent, (the rent amount will be the rent amount applicable at the time of termination).**

**2. RENT - LESSEE covenants and agrees to pay to LESSOR as rent for the LEASED PROPERTY as follows:**

**A. \$2,900.00 a month from March 1, 2017 to April 30, 2017, payable beginning on March 1, 2017. PROVIDED, HOWEVER, that the rent will be prorated based on the date when LESSEE is able to have full access to the LEASED PROPERTY.**

- B. \$3,500.00 a month from May 1, 2017 to April 30, 2020.
- C. \$3,700.00 a month from May 1, 2020 to April 30, 2025, payable beginning on May 1, 2020. This section is an automatic year by year renewal and can be canceled by LESSEE only.

All rent payable under Paragraph 2 shall be subject to a late charge of 2 percent if paid more than ten days late, and shall bear interest after being 30 days past due at the rate of 12 percent per year.

All payments due under this lease, including rental and those contained in Paragraph 5 hereof, shall be automatically deposited into LESSOR's bank account at Pinnacle Bank, 1702 17<sup>th</sup> Street, Cody, Wyoming from LESSEE'S bank on the date that they are due under the Lease. LESSOR shall provide to LESSEE all necessary information concerning LESSOR's bank account necessary to accomplish this automatic deposit.

3. SECURITY DEPOSIT - Upon the execution of this Lease by all parties, LESSEE shall pay to LESSOR the sum of \$4,000.00 for a security deposit for the LEASED PROPERTY with \$2,000.00 being due on July 1, 2017 and \$2,000.00 being due on August 1, 2017. Said security deposit shall be used by LESSOR to pay for any repairs required to the LEASED PROPERTY upon the termination of this Lease or for any unpaid rent upon the termination of this Lease. Said Security Deposit shall be refunded to LESSEE by LESSOR within 15 days after the Lease has been terminated if the LEASED PROPERTY is left in a clean and sanitary condition at the termination of the lease and no repairs are needed, and all rent has been paid in full. If repairs, cleaning, or past due rent must be paid, the remainder of the balance of the Security Deposit will then be forwarded to LESSEE, if any funds remain.

4. USE OF LEASED PROPERTY - LESSEE covenants and agrees that LESSEE will use the LEASED PROPERTY for a restaurant, catering service and retail food sales and, with the consent of LESSOR, to sell alcoholic and malt beverages, and for no other purpose.

5. REIMBURSEMENT FOR INSURANCE, PROPERTY TAXES, AND ASSESSMENTS - During each lease year, LESSEE shall pay to LESSOR as additional rent LESSOR'S costs for property taxes and insurance. This charge will be added to the monthly rent amount at a rate of \$400.00 per month. The monthly payment will remain at \$400.00 until May 1, 2020, at which time it will be reevaluated by LESSOR to see if any changes need to be made to the monthly payment

amount. If the insurance rate increases because of damage or a claim filed due to the fault of LESSEE this cost will be added to the monthly amount paid by LESSEE. The following insurance will be provided:

- (a) General public liability insurance against claims for personal injury, death, or property damages incurring in, on, or about the LEASED PROPERTY, with limits of not less than \$1,000,000.00 for bodily injury or death sustained by any one person and \$5,000,000.00 for each occurrence, the property damage limits of \$100,000.00 for each accident which shall name both LESSOR and LESSEE as insureds.
- (b) Fire and extended coverage insurance in amount equal to 100% of full replacement costs of the insurable improvements of the LEASED PROPERTY, naming as insureds LESSOR and any mortgagee designated by LESSOR from time to time, as their respective interests may appear.

6. LESSEE MUST OBTAIN THEIR OWN INSURANCE- LESSEE agrees that LESSEE shall solely be responsible for its own insurance for any damages they may incur for selling liquor on the premises, and for any damage or loss of any kind to its own personal property or fixtures. LESSOR shall not be responsible for replacement of any personal property or fixtures of LESSEE which may be damaged or lost while on the LEASED PROPERTY unless the damage is caused by LESSORS failure to maintain the LEASED PROPERTY.

7. UTILITIES - LESSEE shall pay for utilities used or consumed on the LEASED PROPERTY, including the disposal and removal of trash. LESSEE shall be required to place all utilities in its name on or before March 15, 2017. If LESSEE fails or refuses to pay the same, LESSOR may make such payments and such payments shall be immediately due and payable.

8. MAINTENANCE AND REPAIRS - LESSOR shall be responsible for the following maintenance of the LEASED PROPERTY: air conditioning, heating, the foundation, electrical, water, sewer, indoor/outdoor walls and the roof. All other maintenance is the responsibility of LESSEE, including keeping the interior and exterior of the building and the boardwalk in a good state of repair; painting, electrical, water, and sewer facilities repairs (excluding physical failure of sewer lines within the LEASED PROPERTY); and shall promptly replace all broken or damaged glass, but LESSEE shall make no structural changes in the building without the prior written consent of LESSOR. LESSEE shall return the LEASED PROPERTY to LESSOR upon the termination of this Lease, however the same shall terminate, in the same condition as when received, ordinary wear and tear and acts of God excepted.

**LESSEE shall also be responsible for the following specific maintenance:**

- A. The entire exhaust system and hood over the commercial cooking equipment shall be inspected and cleaned by a properly trained, qualified, and certified company or person at least semiannually. The equipment shall be tagged by the inspector showing date of inspection.**
- B. The filters over the commercial cooking equipment shall be inspected weekly and cleaned whenever a "moderate accumulation" of grease is present.**
- C. The fire suppression system for the commercial cooking equipment shall be inspected and serviced semiannually by a qualified inspector. The equipment shall be tagged by the inspector to show the date of inspection.**
- D. All cooking appliances, hoods, and exhaust ducts shall comply with current UL300 standards. NFPA 96-2005, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, Chapter 10.**

**9. DESTRUCTION OF BUILDING - If the building on the LEASED PROPERTY is totally destroyed (or so damaged as to be untenable) by storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage and the rental shall be accounted for between LESSOR and LESSEE on that date.**

**If the building on the LEASED PROPERTY is damaged but not rendered totally untenable and the damage can be fully repaired in 90 days, rent shall abate in proportion as the building has been damaged and LESSOR shall restore the building within said time limit, whereupon rent in full shall recommence. Should LESSOR fail or refuse to fully repair the building within said 90 days, LESSEE may terminate this Lease.**

**10. INSPECTION - LESSOR may at all times enter to view the LEASED PROPERTY, to make repairs, or to show the LEASED PROPERTY to persons who may wish to lease or buy the same. LESSOR shall notify LESSEE of such entry, if LESSEE is not present, at least 4 hours prior to entry.**

**11. ASSIGNMENT - LESSEE shall not assign this Lease nor sublet all or any part of the LEASED PROPERTY without the prior written consent of LESSOR.**

**12. REMOVAL OF FIXTURES - LESSEE may remove, prior to the expiration of this Lease, all fixtures and equipment which it has on the LEASED PROPERTY; provided, LESSEE shall repair all damage caused by such removal.**

**13. TERMINATION - If LESSEE or LESSOR fail to perform their obligations under this**

Lease or shall violate any of the covenants, conditions, or terms of this Lease, including the payment of the monthly rental when and as due, and fail to remedy such default within 15 days for failure to pay any rent, and after 30 days for all other requirements of this Lease, after written notice thereof to the defaulting party, then and in any such event, the non-defaulting party shall have the right at any time thereafter to terminate this Lease without further notice or demand. The right of termination shall not be exclusive and both parties shall have such other rights and remedies as may be provided by law for enforcing their rights hereunder and for the collection of rent. LESSEE shall continue to be liable to LESSOR, after the termination of the lease for all past due rent, and any and all other obligations of LESSEE prior to the termination of this Lease.

LESSEE and LESSOR agree that if either party has to hire an attorney or pursue legal action due to the failure of the other party to follow the terms of this Lease, the prevailing party shall be entitled to all their costs, including reasonably attorney fees, for enforcing their rights hereunder, including the collection of rent, late charges, and interest on delinquent rent.

14. NOTICE - Any notice provided for or permitted herein may be delivered in person to the other party or may be delivered by depositing a copy thereof in the United States mail, postage prepaid, addressed to LESSOR as follows:

Wilder Enterprises, LLC  
902 Rumsey Avenue  
Cody, Wyoming 82414

and addressed to LESSEE as follows:

Seven Fourteen, LLC  
1847 Mountain View Drive  
Cody, Wyoming 82414

Notice by mail shall be considered delivered 36 hours following the deposit thereof in any United States post office. Either party may change the address of notice by giving appropriate notice thereof in writing to the other party.

15. MODIFICATION - This Lease may not be amended or supplemented orally but only by an agreement in writing and signed by the party against whom enforcement of any such amendment or supplement as signed.

IN WITNESS WHEREOF, This Lease Agreement is executed by the parties hereto, this

16<sup>th</sup> day of March 2017

LESSOR:

WILDER ENTERPRISES, LLC

By: Marjorie F. Wilder  
Marjorie F. Wilder, Manager

By: Thomas A. Wilder  
Thomas A. Wilder, Manager

LESSEE:

SEVEN FOURTEEN, LLC

By: Charles W. Stember  
Charles W. Stember

**RESOLUTION NO. 2017-07**

**ENTITLED: A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF CODY, WYOMING AND THE CITY OF CAMAIORE, ITALY, ESTABLISHING A SISTER CITY BOND BETWEEN THE TWO CITIES**

**WHEREAS**, the Mayor of the City of Cody, WY and the Mayor of the City of Camaiore, Italy mutually endorse the effort to establish a sister city bond between the two cities; and

**WHEREAS**, the Governing Body of Cody supports formation of a sister city bond with Camaiore, Italy.

**WHEREAS**, Cody and Camaiore possess similarities and have ties to the works of the sculptor Harry Jackson, and in a cultural exchange in sharing the artistic and cultural traditions.

**WHEREAS**, it would greatly benefit both cities to build a relationship between the two communities, and to foster the relationship, by activating in a continuous method, and making permanent a net of exchanges of information and experiences on the themes of communal interest, for the purpose of promoting a friendship, an alliance beyond our borders.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CODY, WYOMING, THAT**, the Governing Body representing the people of Cody hereby recognizes Camaiore, Italy as a sister city.

**BE IT FURTHER RESOLVED** that this Resolution shall be effective upon passage and be placed in the records of the City of Cody, Wyoming as a permanent record and that a copy be forwarded **to the Mayor of Camaiore, Italy.**

**PRESENTED, READ AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

( S E A L )

\_\_\_\_\_  
Matt Hall, Mayor

ATTEST:

\_\_\_\_\_  
Cynthia Baker, City/Town Clerk

**ORDINANCE NO. 2017-15**

**AN ORDINANCE TO ADD SECTION 6-3-2(B) TO THE CITY OF CODY CODE, RELATING TO PROHIBITING THE PARKING OF RECREATIONAL VEHICLES, TRAILERS, BUSES, AND COMMERCIAL TRUCKS ON CERTAIN STREETS, EXCEPT WHILE THEY ARE ACTIVELY BEING LOADED OR UNLOADED.**

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

Title 6, Chapter 3, Section 2, Subsection B is hereby established in the City of Cody Code to provide as follows:

- B. No recreational vehicle, trailer, bus or commercial truck shall be parked on any of the following streets, except while actively being loaded or unloaded, which loading or unloading period shall be limited to the minimum time necessary and in no case shall exceed 72 hours if associated with someone moving in or out of a residence, or twelve (12) hours in any 48-hour period for any other loading or unloading purpose.
1. Appalachian Avenue
  2. Belknap Court
  3. Clock Tower Court
  4. Grinnell Trail Street
  5. Hardpan Avenue
  6. Ishawooa Trail Avenue
  7. Lane Deer Avenue
  8. That portion of Pleasant View Drive within the Trailhead Subdivision.
  9. Steamboat Court
  10. Twin Creek Trail Avenue

Moving such parked vehicle from one location on any listed street to a different location on any of the listed streets shall not commence a new time limit—the parking prohibition and time limit applies to any time said vehicle is parked within a regulated area. This section shall not preclude utility company or governmental vehicles from temporarily stopping in residential areas on service calls or other official business.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise as required by law.

PASSED ON FIRST READING: \_\_\_\_\_

PASSED ON SECOND READING: \_\_\_\_\_

PASSED ON THIRD READING: \_\_\_\_\_

\_\_\_\_\_  
Matt Hall, Mayor

Attest:

\_\_\_\_\_  
Cynthia Baker  
Administrative Services Director

**ORDINANCE NO. 2017-16**

**AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 3,  
TO THE CITY OF CODY CODE: SALES BY FRATERNAL  
CLUBS**

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

Title 3, Chapter 2, Section 3, of the City of Cody Code, shall be amended to provide as follows:

3-2-3: Sales by Fraternal Clubs

No "club", as defined by section 3-2-1 of this chapter, holding a limited retail liquor license, shall sell alcoholic or malt beverages for consumption anywhere except the building or space in the or the premises leased or owned by such club for the use of its members and guest, and it shall be the duty and obligation of said club to so check and regulate the sale to members and guests that any and all alcoholic or malt beverages sold by it shall be consumed in such building, space or premises. **The age restrictions in section 3-2-6 shall not apply to club licenses. The Governing Body may, upon application by the club, allow the club to serve alcoholic or malt beverages outside its building, but on its premises for a period of time not to exceed 24 (twenty-four) hours, and subject to such terms, conditions and limitations as the Governing Body may establish.**

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: \_\_\_\_\_, 2017  
PASSED ON SECOND READING: \_\_\_\_\_, 2017  
PASSED ON THIRD READING: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

**ORDINANCE NO. 2017-17**

**AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 4,  
TO THE CITY OF CODY CODE: HOURS OF SALE**

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

Title 3, Chapter 2, Section 4, of the City of Cody Code, shall be amended to provide as follows:

3-2-4: HOURS OF SALE

- A. All licensees may open ~~the dispensing room~~ at six-o'clock (6:00) A.M. and shall close ~~the dispensing room~~ and cease the sale of both alcoholic and malt beverages promptly at the hour of two o'clock (2:00 ) A.M. the following day. In addition, licensees shall clear the ~~dispensing room~~ licensed building of all persons other than employees by two thirty o'clock (2:30) A.M.
- B. The hours of operation designated in subsection A of this section may be modified on no more than four (4) days each calendar year by a resolution or agreement by the governing body designating those dates during city fairs, rodeos, pageants, jubilees, special holidays or similar public gatherings when all licensees may operate their dispensing rooms for a period of **up to** twenty four (24) hours beginning at six o'clock (6:00) A.M. on any day, including Sunday. **The governing body may place any limitations, restrictions and conditions on such modified hours as the governing body, in its discretion, deems in the interests of public safety. In addition, the governing body may delegate to the Chief of Police, or his or her designee, the authority to revoke such modified hours, and close any establishment operating during such modified hours, if the Chief of Police or his or her designee determines such closure is necessary for public safety.**

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: \_\_\_\_\_, 2017  
PASSED ON SECOND READING: \_\_\_\_\_, 2017  
PASSED ON THIRD READING: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

**ORDINANCE NO. 2017-18**

**AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 5,  
TO THE CITY OF CODY CODE: LOCATION, REGULATION  
AND RESTRICTIONS AS TO PLACES OF SALE**

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

Title 3, Chapter 2, Section 5, of the City of Cody Code, shall be amended to provide as follows:

**3-2-5: LOCATION, REGULATION AND RESTRICTIONS AS TO PLACES OF  
SALE:**

- A. The principal place in which alcoholic liquor and malt beverages are sold under a license shall be located in ~~one room~~ **the licensed building** upon the premises for which the license is issued. Alcoholic beverages secured in the licensed ~~room~~ **building** by a server may be served only in the building ~~in which the licensed room is located~~ and in an immediately adjacent fenced or enclosed area as approved by the city. This **adjacent** area shall not be in another building and shall be located on the licensed premises. ~~Only alcoholic and malt beverages, nonalcoholic beverages, food, tobacco and national alcoholic liquor and malt beverage promotional sales items sold to the licensee bearing the name and trademark of the national alcoholic liquor and malt beverage firm or company whose product the item is advertising, may be sold and served in the licensed room.~~ The city shall, as often as necessary, inspect the licensed ~~room~~ and ~~adjoining rooms~~ **building and adjacent areas** where alcoholic beverages are served to ensure that the licensee is in compliance with sanitation and fire hazard requirements and other applicable laws. ~~A licensee may separate the facility for the sale of alcoholic liquor and malt beverages for off-premises consumption from the facility used to serve customers for on-premises consumption without payment of an additional fee. A separated facility for making sales for off-premises consumption shall be located adjoining the facility for making sales for on-premises consumption. The two (2) facilities may be separated by a glass or other suitable partition.~~
- B. ~~If a licensee is engaged in a business operation with convention facilities, the licensee may maintain more than one additional dispensing room under the same fee referred to in subsection A of this section. For the purposes of this subsection, a convention facility shall have and maintain all of the following:~~
- ~~1. Motel or hotel sleeping room accommodations;~~
  - ~~2. Restaurant facilities; and~~
  - ~~3. Conference facilities.~~

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: \_\_\_\_\_, 2017

PASSED ON SECOND READING: \_\_\_\_\_, 2017

PASSED ON THIRD READING: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

ORDINANCE NO. 2017-~~19~~

AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 6,  
TO THE CITY OF CODY CODE: SALES, ETC., TO OR ENTRY  
UPON PREMISES BY MINORS AND ATTEMPTS BY MINORS  
TO ENTER OR PURCHASE:

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

Title 3, Chapter 2, Section 6, of the City of Cody Code, shall be amended to  
provide as follows:

3-2-6: SALES, ETC., TO OR ENTRY UPON PREMISES BY MINORS AND  
ATTEMPTS BY MINOR TO ENTER OR PURCHASE:

A. **Except as provided in this section**, no licensee or agent, employee or  
server thereof shall knowingly permit any person under the age of ~~eighteen~~  
~~(18)~~ twenty one (21) year to enter or remain in the licensed ~~room or~~  
~~rooms~~ **building** where alcoholic or malt beverages are ~~sold~~ **dispensed in an**  
**establishment where the primary source of revenue is from the sale of**  
**alcoholic or malt beverages, except in the following situations:**

- ~~1. Accompanies by his parent or guardian who is at least eighteen~~  
~~(18) years of age and the licensed room is for the sale of alcoholic or~~  
~~malt beverages for off-premises consumption and separate from any~~  
~~licensed room for on-premises consumption; or~~
- ~~2. With the approval of the local licensing authority, in a dining or~~  
~~waiting area with an adult not later than ten o'clock (10:00) p.m. if~~  
~~the dining or waiting area is part of the licensed room.~~

1. **The establishment has a commercial kitchen which, due to the**  
**nature of the cooking, is required to have a Type I hood over the**  
**cooking appliances by the then-current International Mechanical Code;**  
**minors shall not be permitted in the licensed building after the kitchen**  
**stops serving food.**

2. **In an establishment which has a retail liquor license, employees at**  
**least eighteen years of age are permitted in the licensed building in**  
**the course of their employment and may serve alcoholic and malt**  
**beverages. Such employees may remain in the dispensing building no**  
**later than 11:00 p.m.**

~~3. Bowling alleys, theatres, event centers, arenas, and auditoriums,~~  
~~and rodeo grounds.~~

**B. At no time shall any person under the age of 21 be allowed to sit at**  
**the bar where alcohol is displayed and dispensed.**

**B.C. Any establishment that sells alcohol for off-premise consumption shall**  
**maintain such sales in an enclosed and partitioned room separate from**  
**portions of the building in which persons under the age of 21 are**

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allowed. No person under the age of twenty-one (21) shall be allowed in the room dedicated for off-premise consumption, unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) year of age or older.

~~E.D.~~ When the licensed room or rooms are not open for the sale or dispensing of alcoholic or malt beverages, employees of the licensee under the age of eighteen (18) may be permitted in the course of their employment to work in the room or rooms:

~~D.E.~~ Any person violating subsection A of this section or aiding, abetting or inciting any violation thereof is guilty of a misdemeanor and, upon conviction, shall be fined not more than seven hundred fifty dollars (\$750), imprisoned for not more than six (6) months, or both.

~~E.F.~~ Every person who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic or malt beverage to any person under the age of twenty one (21 ) years who is not his **or her own child** or legal ward, ~~medical patient or member of his own immediate family~~, is guilty of a misdemeanor.

~~F.G.~~ **Any No** person under the age of twenty one (21) years ~~who has any~~ shall **possess or consume** alcoholic or malt beverage; ~~in his possession, have any measurable blood, breath or urine alcohol concentration in his body, or enter or remain in an establishment that is primarily for off-premise sales of alcoholic liquor or malt beverages unless accompanied by a parent, spouse or legal guardian who is twenty-one (21) years of age or older. or who is drunk or under the influence of alcoholic or malt beverages or a controlled substance on any street or highway or in any public place is guilty of a misdemeanor.~~ This subsection does not apply to possession of alcoholic or malt beverages by a person under the age of twenty one (21) years:

1. When making a delivery of alcoholic or malt beverages pursuant to his **or her** employment;
2. Who is in the physical presence of his parent or legal guardian;
3. Who is a licensee under this title; or
4. When serving alcoholic or malt beverages pursuant to his or her employment in a restaurant which holds a license to serve alcoholic or malt beverages, if the person is at least eighteen (18) years of age.

~~G.H.~~ Any person under the age of twenty one (21) years who attempts in any manner to purchase **or obtain** alcoholic or malt beverages is guilty of a misdemeanor.

~~H.I.~~ Any person who violates **any part** this section, or aids, abets or incites any violation hereof, is guilty of a misdemeanor.

~~I.J.~~ A motor vehicle driver's license, a registration certificate issued under the federal military selective service act, an identification card issued to a member of the armed forces, an internationally accepted passport document with a discernible date of birth and photograph, or an identification card issued by the department of transportation is prima facie evidence of the age and identify of a person. Proof that a licensee or his employee or agent demanded, was shown, and acted in reasonable reliance upon the information contained in any one of the above documents as identification is a defense to any criminal prosecution or action for the suspension or revocation of a license.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: \_\_\_\_\_, 2017  
PASSED ON SECOND READING: \_\_\_\_\_, 2017  
PASSED ON THIRD READING: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director

**ORDINANCE NO. 2017-20**

**AN ORDINANCE ADDING TITLE 3, CHAPTER 2, SECTION 7,  
TO THE CITY OF CODY CODE: KEG REGISTRATION**

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

Title 3, Chapter 2, Section 7, of the City of Cody Code, entitled "Keg Registration" shall be repealed.

This Ordinance shall become effective at the final passage and publication in the Cody Enterprise.

PASSED ON FIRST READING: \_\_\_\_\_, 2017

PASSED ON SECOND READING: \_\_\_\_\_, 2017

PASSED ON THIRD READING: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Matt Hall, Mayor

\_\_\_\_\_  
Cynthia D. Baker  
Administrative Services Director