

City of Cody City Council

AGENDA

Tuesday, November 21, 2017 –Special Work Session 6:20, Regular Meeting 7:00 p.m.
(Pre-Meeting to begin at 6:45 p.m.)

Meeting Place: City of Cody Council Chambers – 1338 Rumsey Avenue, Cody, WY

6:10 – 6:45p.m. Special Work Session – Sunset Development – Harold Musser

Regular Meeting – 7:00 p.m.

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor’s Recognitions and Announcements

Proclamation – “November 25th – Small Business Saturday”

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 Meeting Minutes from November 7, 2017 and Special Meeting Minutes from November 14, 2017.
- b. Authorize the Mayor to sign the ballot voting for Robert King and Donna Geho to be elected to the Local Government Liability Pool Board for terms beginning January 1, 2018.
- c. Approve vouchers and payroll in the amount of \$1,632,679.82.
- d. Approve the street closures and conditions of the agreement for the Wild West Extravaganza for July 1st through the 4th for 2018, 2019 and 2020 and authorize the Mayor enter into and sign the agreement between the City of Cody and Cody Country Chamber of Commerce.

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 new restaurant liquor license to Wyoming Gourmet Experience Inc dba El Padrino located at 1244 Sheridan Ave.

4. Conduct of Business

- a. Consider issuance of a new restaurant liquor licens to Wyoming Gourmet Experience Inc dba El Padrino loated at 1244 Sheridan Ave.
Staff Reference: Cindy Baker, Administrative Services Officer

- b. Consider a request from the Ckats for selling and hanging sponsor banners at the Cody Recreation and Aquatic Center.

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

- c. RESOLUTION 2017-15

A RESOLUTION CONCERNING CONTINUED MEMBERSHIP IN THE SSBCI/WSCN PROGRAM, SUPPORTING EXPANDED JURISDICTIONAL BOUNDARIES, SUPPORTING FORMATION OF AN ADVISORY COUNCIL, SUPPORTING IMPROVEMENT AND CHANGES TO THE PROGRAM AND AUTHORIZING EXECUTION OF AN AMENDED SERVICE AGREEMENT DATED OCTOBER 1, 2017.

Staff Reference: Scott Kolpitcke, City Attorney

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

Upcoming Meetings:

Tuesday, December 5, 2017 – Regular Council Meeting 7:00 p.m.

Tuesday, December 12, 2017 – Work Session 3:30 p.m.

Tuesday, December 19, 2017 – Regular Council Meeting 7:00 p.m.



Fwd: Sunset Development, LLC

1 message

Steve Payne <spayne@cityofcody.com>
To: Cindy Baker <cindyb@cityofcody.com>

Thu, Nov 2, 2017 at 2:06 PM

Cindy,

Please find attached an Agenda Request form from Harold Musser and ancillary materials for the Workshop on the 28th of December.

Background:

Our records indicate the sewer main was installed in 1970 with a partial repair in 2003. The main is over 47 years old and is made up of multiple materials. An argument could be made that the sewer main could/should have been capped when the school was demolished as it only serves the school property and therefore, does the City have any responsibility to maintain the main.

The water main was likely installed around the same time frame as the sewer main. The water main is a part of overall water system and loops to other parts of the system. I believe the City bears some responsibility for the continued operation and maintenance of the main. The replacement for the main is not however, part of the CIP program and would require a budget amendment to participate in the cost of a new main in this budget year.

Steve Payne, PE
Public Works Director
City of Cody
1338 Rumsey Ave.
Cody, Wyoming 82414
(307) 527-7511 1

----- Forwarded message -----

From: **Harold Musser** <hrmusser@mbauction.com>
Date: Thu, Nov 2, 2017 at 12:54 PM
Subject: Sunset Development, LLC
To: Steve Payne <spayne@cityofcody.com>, mhall@cityofcody.com
Cc: Todd Stowell <todds@cityofcody.com>, Mark Musser <mark@mbauction.com>

Steve,

Here is my request and supporting materials to be discussed at the workshop meeting of the Cody City Council. If I have left anything out or if you need any additional materials, please don't hesitate to call.

Kindest regards,

Harold Musser - Musser Bros. Inc.
C: 307.272.2266 | harold@mbauction.com
1131 13th St., Suite 101, Cody WY 82414
P: 307.587.2131

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, however Agenda Request Forms must be submitted no later than the Monday of the previous week for consideration at 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 Harold R. Musser

Organization Represented Sunset Development, LLC

Date you wish to appear before the Council November 28, 2017

Mailing Address 1131 13th Street, Ste. 101- Cody, WY Telephone 307-272-2266

E-Mail Address harold@mbauction.com

Preferred form of contact: Telephone 307-272-2266 E-Mail yes

Names of all individuals who will speak on this topic Harold Musser

Event Title (if applicable) Not Applicable

Date(s) of Event (if applicable) Not Applicable

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

Which City employee(s) have you spoken to about this issue? Steve Payne,
Todd Stovall and Matt Hall

Signature Harold R. Musser Date 11-1-17

Harold R. Musser
Topic to be discussed at City of Cody Workshop Meeting

I recently purchased the former Sunset School property that lies between Central Avenue on the south, Newton Avenue on the north, 21st Street on the west and 22nd Street on the east. My legal description is Lots 1 through 20, Block 3 of the Sunset Subdivision and a metes and bounds description that describes part of the former alley that was in the platted subdivision. (See map & First American title legal description – attached Exhibit A)

Prior to Park County School District #6 building the school known as Sunset Elementary School, there were some transactions that took place to facilitate the building of the school.

The first one of record was a DEED OF EASEMENT from School District #6 to the City of Cody and recorded on May 16, 1953 in Book 181, Page 333. (attached Exhibit B)

The second one was a QUITCLAIM DEED from the City of Cody to School District #6 and recorded on May 22, 1953 in Book 181, Page 393. (This is part of the original platted alley that I now own- attached Exhibit C))

The third one was an EASEMENT from School District #6 to the City of Cody and recorded April 30, 1955 in Book 199, Page 316. (attached Exhibit D)

I would like the City of Cody to relinquish their easements back to me (Sunset Development, LLC) and I would quitclaim back to the City of Cody the property that they quitclaimed to the School District #6 back in 1953. These transactions would restore the property back as was original.

A camera inspection of the old sewer line was done by the City of Cody on August 25, 2017. This revealed several pipe material changes from cast iron to polyvinyl chlorid to ceramic, back to cast iron to polyvinyl chlorid, back to ceramic and finally the camera was blocked and the inspection abandoned after 487.80 feet of inspections. (attached Exhibit E)

This old sewer line should be replaced prior to building new houses on the lots. Preliminary estimates on replacing the old sewer pipe with a new 8" sewer pipe was \$25,900.00 and installing sanitary sewer manholes were \$5,000.00 each plus engineering and DEQ permits.

The old water line is an old cast iron 6" water line and is also in need of replacement. Preliminary estimates on replacing the old cast iron water pipe with new 6" PVC Class 150 pipe was \$15,400.00 plus installing (4) 6" valves was \$4,400.00 and (2) hydrants was \$6,200.00 plus engineering and DEQ permits.

In addition to replacing the old pipe, doing the engineering and getting the required DEQ permits, there are also estimated mobilization costs of \$7,500.00, traffic control costs of \$2,000.00. Engineering costs for the whole development were estimated at \$30,757.20 and an estimated contingency of \$7,689.30.

I would ask that the City of Cody would participate on replacing these old worn out infrastructures. They are the property of the City of Cody and should be replaced prior to development of this property. This would certainly be in line with the City of Cody replacing other worn out water and sewer lines. It would be a shame to build several new houses, only to have the city water line and sewer line fail and to have to go in there and tear up an alley, go around raw water, electrical, gas, TV, telephone and fiber optic lines in order to accomplish this work at a later date. Other projects that the City of Cody has undertaken in the past that are

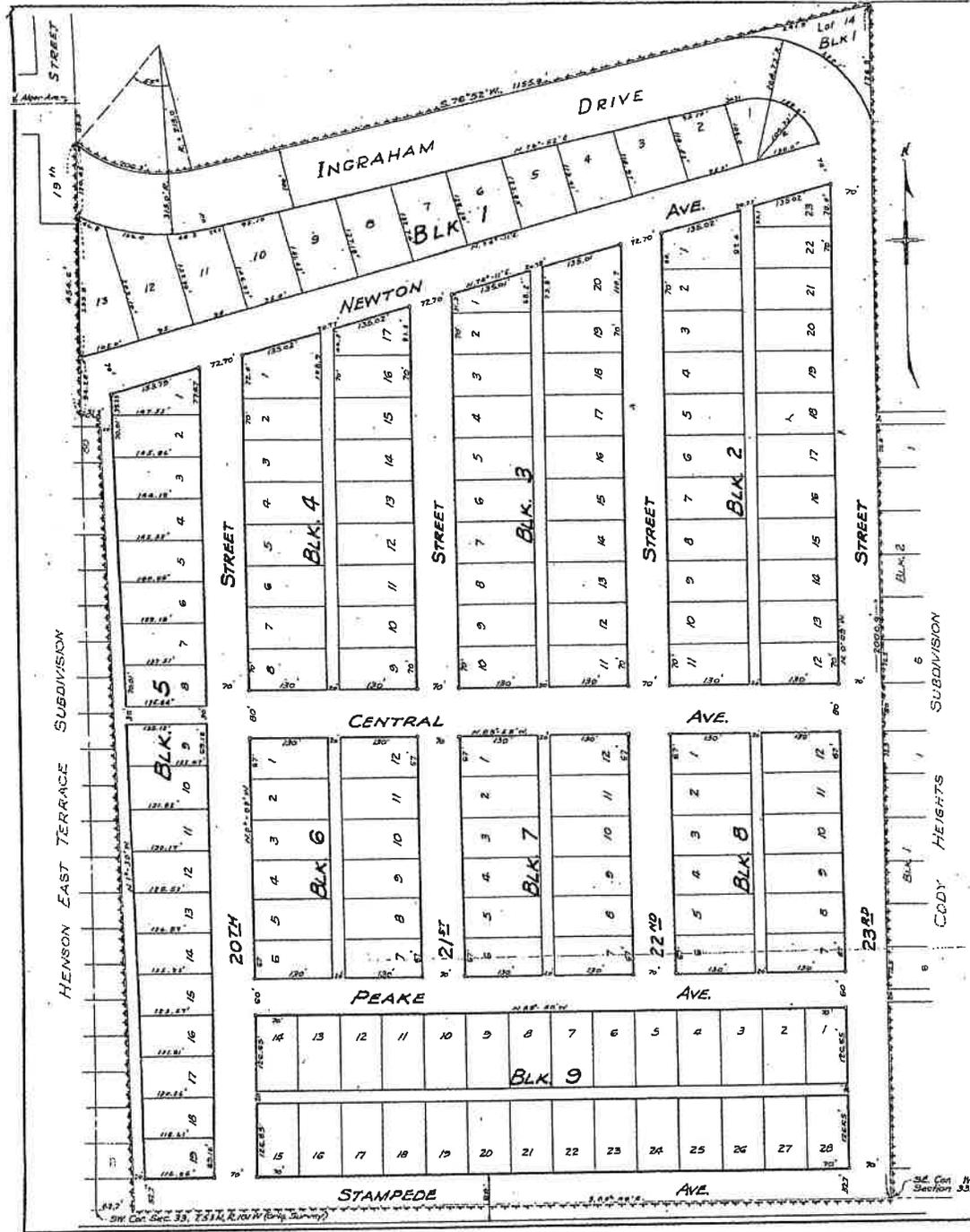
similar to this project are replacing the Sunset Boulevard Water Line Replacement Project and the Canyon Avenue and Cody Avenue Sewer Line Projects.

I look forward to our meeting to come up with some solutions so that I may proceed forward in the spring of 2018 building new houses that are affordable to most of the people in Cody.

With best regards,



Harold R. Musser, Managing Member
SUNSET DEVELOPMENT, LLC



tabbles

EXHIBIT

A



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

2919433

Name and Address of Title Insurance Company:

First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.

File No.: 4601-2919433

Address Reference: Block 3, Sunset Sub, Cody, WY 82414

Amount of Insurance: \$515,009.00

Premium: \$1,622.00

Date of Policy: September 20, 2017 at 4:16 p.m.

1. Name of Insured:

Sunset Development, LLC

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Sunset Development, LLC

4. The Land referred to in this policy is described as follows:

Lots 1-20, Block 3, Sunset Subdivision, according to the plat recorded in Book "E" of Plats, page 23, Park County, Wyoming.

AND

That part of Block 3, Sunset Subdivision, according to the plat recorded in Book "E" of Plats, page 23, Park County, Wyoming being more particularly described as follows:

COMMENCING at a point in the west line of Lot 17, Block 3, Sunset Subdivision, which point is 20 feet south of the northwest corner of said Lot 17, thence in a westerly direction parallel to the north line of said Lot 17 to the east line of Lot 4, Block 3, Sunset Subdivision, thence southerly on the east line of Lots 4 through 10, Block 3, Sunset Subdivision, to the southeasterly corner of Lot 10, Block 3, Sunset Subdivision, thence easterly parallel with the south line of said Lot to the southwest corner of Lot 11, Block 3, Sunset Subdivision, thence northerly along the westerly line of Lots 11 through 17, Block 3, Sunset Subdivision, to the POINT OF BEGINNING.

DEED OF EASEMENT

KNOW ALL MEN BY THESE PRESENT that School District No. 6, in the County of Park and State of Wyoming, hereinafter referred to as grantor, in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by the City of Cody, County of Park, State of Wyoming, a municipal corporation, hereinafter referred to as grantee, the receipt whereof is hereby confessed and acknowledged, does hereby convey and grant a right-of-way for a city alley and does hereby dedicate to said city a strip of land across its premises in said city for the purpose of said alley as follows:

A strip of land 20 feet in width, north and south and 130 feet in length east and west parallel to and adjoining the north line of Lot 17, Block 3, Sunset Subdivision to the City of Cody, Park County, Wyoming,

to have and to hold the same under the said grantee, its successors and assigns forever.

And the said grantor hereby covenants it is lawfully seized of said premises and it has good authority to grant the right-of-way through the same for the purposes aforesaid.

IN WITNESS WHEREOF grantor has caused its proper officers to execute this instrument in its behalf by authority of its board of trustees this 5th day of May, 1953.

SCHOOL DISTRICT NO. 6 IN THE COUNTY OF PARK, AND STATE OF WYOMING

By Carl Hansen
Chairman of the Board

ATTEST:

Frank M. Jensen
Secretary



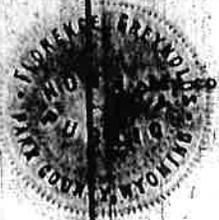
STATE OF WYOMING)
) ss.
County of Park)

On this 5th day of May, 1953, before me personally appeared Carl Krueger, to me personally known, who having been by me first duly sworn did say, that he is the chairman of the board of trustees of School District No. 6, in the County of Park, and State of Wyoming, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of trustees; and said Carl Krueger acknowledged that instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

Flora M. Gray
Notary Public

commission expires: March 24, 1956.



Recorded May 16, 1953 at 10:25 A.M.
In Book 181 Page 333 Park County, Wyo.
No. 78209. Eva E. Larson, County Clerk.

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That the City of Cody, Wyoming, a municipal corporation, hereinafter referred to as grantor, in consideration of the sum of one and no/100 dollars (\$1.00), and other good and valuable consideration to it in hand paid by School District No. 6, in the County of Park, and State of Wyoming, hereinafter referred to as grantee, the receipt whereof is hereby confessed and acknowledged, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said grantee, its successors and assigns forever, the following described premises situated in Park County, Wyoming, to wit:

Commencing at a point in the west line of Lot 17, Block 3, Sunset Subdivision to the City of Cody, Park County, Wyoming, which point is 20 feet south of the northwest corner of said Lot 17, thence in a westerly direction parallel to the north line of said Lot 17 to the east line of Lot 4, Block 3, Sunset Subdivision to said City, thence southerly on the east line of Lots 4 through 10, Block 3, Sunset Subdivision to said City, to the southeasterly corner of Lot 10, Block 3, Sunset Subdivision to said City, thence easterly parallel with the south line of said Lot to the southwest corner of Lot 11, Block 3, Sunset Subdivision to said City, thence northerly along the westerly line of Lots 11 through 17, Block 3, Sunset Subdivision to said City, to the point of beginning.

TO HAVE AND TO HOLD the said premises unto the said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the grantor has caused its proper-

Officers to execute this instrument in its behalf by authority of its

City Council this 16th day of May, 1953.



ATTEST:

John B. Colman
City Clerk

CITY OF CODY, WYOMING

By [Signature]
Mayor



STATE OF WYOMING)
) ss.
County of Park)

On this 16th day of May, 1953, before me personally appeared T. O. Cowgill, to me personally known, who having been by me first duly sworn did say: That he is the mayor of the City of Cody, the corporation described in and which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said municipal corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council and that said T. O. Cowgill acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.



Vera B. Feeley
Notary Public

My commission expires:
Jan 14-1957

Recorded May 22, 1953 at 9:35 A.M.
In Book 181 Page 393 Park County, Wyo
No. 78243. Eva E. Larson, County Clerk

E A S E M E N T

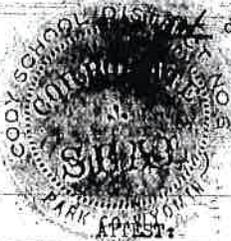
KNOW ALL MEN BY THESE PRESENTS that School District No. 6 in the County of Park, and State of Wyoming, for value received does hereby grant and convey unto the City of Cody, Wyoming, a municipal corporation, an easement and right-of-way in, upon and across Block Three (3), Sunset Subdivision of the City of Cody, Wyoming, said right-of-way being ten feet (10') in width; five feet (5') on either side of the following described centerline:

Beginning at a point on the South line of said Block Three (3), which point is located One hundred thirty-seven feet (137') easterly of the southwest corner of said Block Three (3); thence N. 89° 09' W. a distance of One hundred ninety-three feet (193'); thence S. 89° 58' E. a distance of Fifty-seven feet (57'); thence N. 0° 09' W. a distance of One hundred seventeen feet (117'); thence N. 89° 58' W. a distance of Fifty-seven feet (57'); thence N. 0° 09' W. a distance of One hundred eighty feet (180') more or less to a point located on the south line of the existing alley in Block Three (3), which point is also on the South line of Lot Three (3) of said Block Three (3), produced easterly.

Said easement and right-of-way being for the purpose of constructing, maintaining, operating, repairing and removing sewer lines and water lines together with appurtenances therein.

IN WITNESS WHEREOF School District No. 6 has caused its corporate seal to be hereto affixed and these presents to be signed by its duly authorized officers

day of December 1954.



SCHOOL DISTRICT NO. 6

By Geo. T. Beck
President

Lucille M. Hepler
Secretary



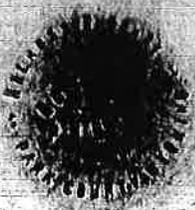
STATE OF WYOMING,)
County of Park.) ss.

On this 14 day of December, 1954 before me personally appeared George J. Beak to me personally known who being by me duly sworn did say that he is the President of the Board of School District No. 6 and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of School District No. 6 by authority of its Board and said George J. Beak acknowledged said instrument to be the free act and deed of said corporation.

GIVEN under my hand and Notarial Seal the day and year first above written in this certificate.

Nelissa J. Henry
Notary Public

My Commission expires:
August 30, 1958



Recorded April 30, 1955 at 10:30 A.M.
In Book 199 Page 316 Park County, Wyo.
No. 83681 Eva E. Larson, County Clerk

™ DYN-O-ROD

Tel:
Fax:
E-mail:

Grouting Report / Inspection: 1

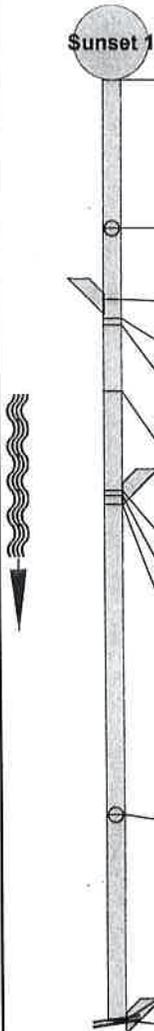
Date 8/25/2017	P/O. No.	Surveyor's Name Harder	Pipe Segment Reference	Section No. 1	Certificate No. n/a
Survey Customer	Joints Unrepairable	Joints Tested	Joints Passed	Joints Failed	Total Gallons used

City Sunset	Use of Sewer	Upstream MH Sunset 1
Street Newton Ave	Drainage Area	Downstream MH 125-J8
Loc. details	Tape/Media No. Sunset-1	Dir. of Survey Downstream
Location Code	Length surveyed 487.80 ft	Section Length 487.80 ft

Purpose of Survey	Pipe Joint Length :
Grouting Time	Dia./Height 8 inch
Grouting Type	Material Clay Tile
Grouting Mixture	Lining Method

Add. Information :

1:1185	Position	#	Description	Photo
	0.00		inspection begins at upstream manhole	
	76.70		service connection, at 12 o'clock	1_1_3_A.JPG
	113.50		service connection capped, at 02 o'clock	1_1_4_A.JPG
	123.20		pipe material changes at this point to polyvinyl chlorid	1_1_5_A.JPG
	126.70		pipe material changes at this point to ceramics	
	161.00		pipe material changes at this point to grey cast iron - To ²¹⁰ 709 ft	
	211.90		service connection, at 10 o'clock	1_1_7_A.JPG
	214.80		pipe material changes at this point to polyvinyl chlorid	
	219.10		pipe material changes at this point to ceramics	
	380.20		service connection capped, at 12 o'clock	1_1_10_A.JPG
	487.00		service connection, at 10 o'clock	1_1_11_A.JPG
	487.80		camera blocked, inspection abandoned / protruding tap	1_1_12_A.JPG



™ DYNOROD

Tel:
Fax:
E-mail:

Inspection photos / Inspection: 1

City : Sunset	Street : Newton Ave	Date :	Pipe Segment Reference :	Section No : 1
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WinCan v8 SAMPLE

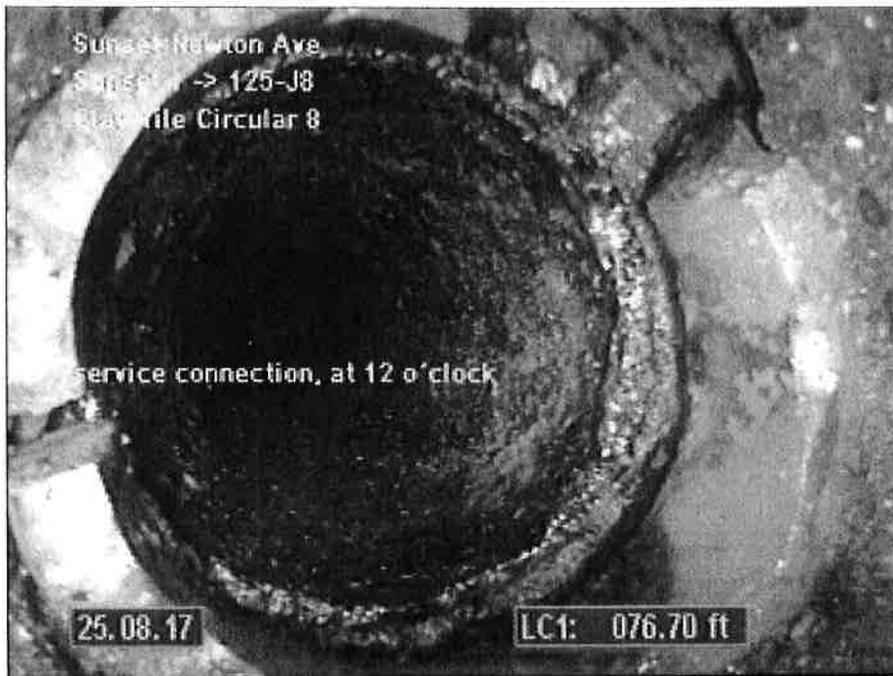


Photo: 1_2A, VCR No.: Sunset-1
service connection, at 12 o'clock



Photo: 1_3A, VCR No.: Sunset-1
service connection capped, at 02 o'clock

™ DYN-O-ROD

Tel:
Fax:
E-mail:

Inspection photos / Inspection: 1

City : Sunset	Street : Newton Ave	Date :	Pipe Segment Reference :	Section No : 1
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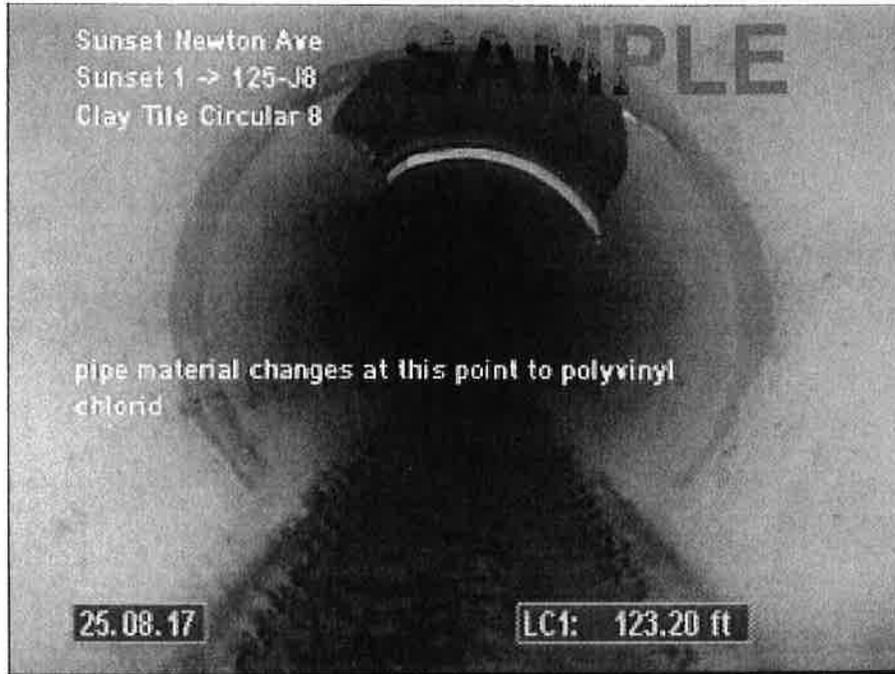


Photo: 1_4A, VCR No.: Sunset-1
pipe material changes at this point to polyvinyl chloride

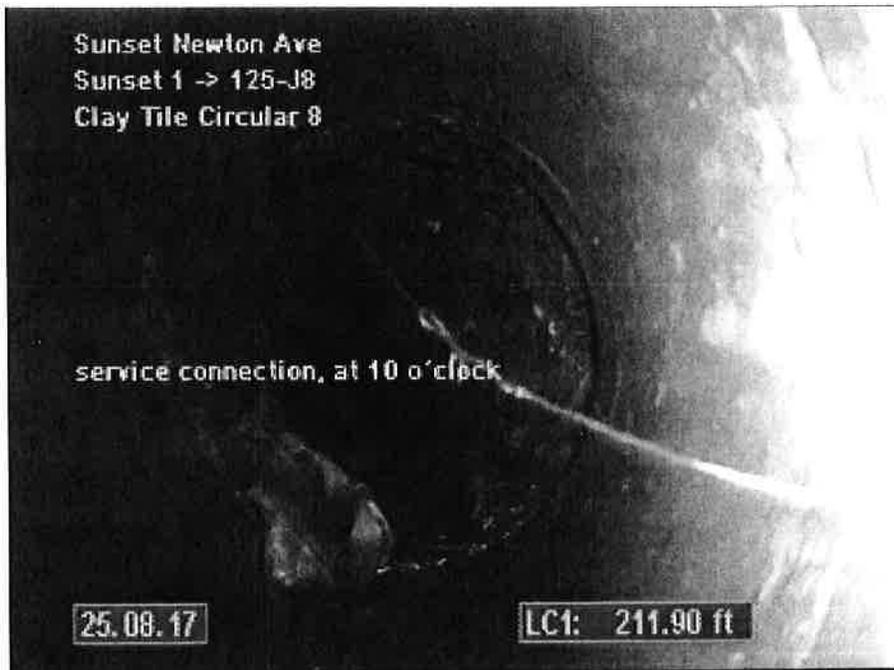


Photo: 1_6A, VCR No.: Sunset-1
service connection, at 10 o'clock

™ DYN-O-ROD

Tel:
Fax:
E-mail:

Inspection photos / Inspection: 1

City : Sunset	Street : Newton Ave	Date :	Pipe Segment Reference :	Section No : 1
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WinCan v8



Photo: 1_9A, VCR No.: Sunset-1
service connection capped, at 12 o'clock

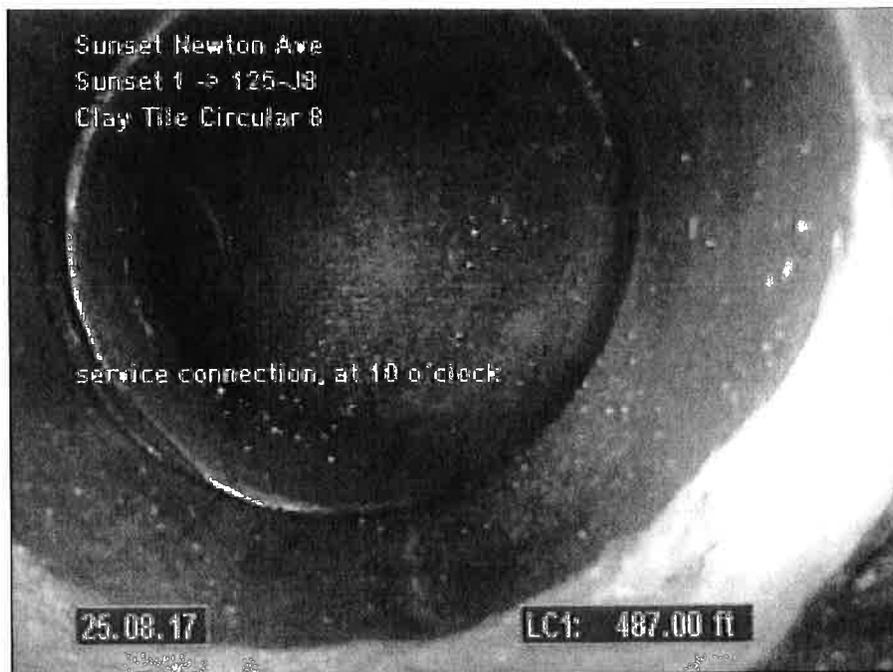


Photo: 1_10A, VCR No.: Sunset-1
service connection, at 10 o'clock

™ DYNØ-ROD

Tel:
Fax:
E-mail:

Inspection photos / Inspection: 1

City : Sunset	Street : Newton Ave	Date :	Pipe Segment Reference :	Section No : 1
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WinCan v8



Photo: 1_11A, VCR No.: Sunset-1
camera blocked, inspection abandoned / protruding tap

153 Hole in pipe
 331.26 low spot
 333.70 pipe change
 385.90 pipe change

PROCLAMATION

Whereas, the government of Cody WY celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years, and

Whereas, small businesses employ 48 percent of the employees in the private sector in the United States; and

Whereas, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

Whereas, 91 percent of all consumers believe that supporting small, independently-owned restaurants and bars is important; and

Whereas, 76 percent of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

Whereas, Cody WY supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Matt Hall, Mayor of Cody WY do hereby proclaim, November 25, 2017, as:

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Matt Hall, Mayor

Cindy Baker, Clerk

City of Cody
Council Proceedings
Tuesday, November 7, 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 Tuesday, November 7, 2017 at 7:00 p.m.

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

Absent: Mayor Hall

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

Proclamation – November 13-17, 2017 Cody Apprentice Week

Council Member Fritz made a motion seconded by Council Member Anderson to approve the consent calendar - Approval of Minutes –Regular Meeting Minutes from October 17, 2017, Special Meeting Minutes from July 13, 2017 and August 10, 2017; approve and authorize the Mayor to sign a release of liability for property damage claims for Yellowstone Regional Airport; award a professional Services Contract to Morrison Maierle Engineers and authorize the Mayor to sign a contract with said firm for the Design, Bid, Construction Observation and Administration duties associated with the construction of ADA Ramps in the Special Purpose Tax Chip Seal Areas for Years 3 and 4, contingent upon review by the City Attorney; authorize the field improvements at the Cody Youth Baseball field and Legion complex, noting funding will be through the Shoshone Recreation District and Daniels Funds; authorize an extension of the final plat of Trailhead III, Phase 7 and approve a request from the Cody Events Committee to close Sheridan Avenue from 9th Street to 14th Street on Saturday, November 25th from 5:00 p.m. to 9:00 p.m. for the annual Cody Country Christmas Celebration, event starting at 6:00 p.m. and sponsor cost in the amount of \$2,733.23 associated with this event with cost being allocated from the Lodging Tax. Vote was unanimous.

At 7:03 p.m. Council President Greer entered into a public hearing to consider if it is in the public interest to amend the accessory dwelling unit standards of municipal code 10-8-2(a), as it related to the R-2 zoning district. Todd Stowell, City Planner provided background information as it relates to the amendment. After calling for comments three times and there being none, Council President Greer closed this portion of the public hearing at 7:06 and entered into a second public hearing to allow citizen to review and comment on the Cody Wastewater Treatment Facility Upgrade and Expansion – Phase 2. Steve Payne, Public Works Director provided information relating to this project. After calling for comments three times and there being none, Council President Greer closed the public hearing at 7:12 p.m.

Council Member Fritz made a motion seconded by Council Member Nielson to approve vouchers and payroll in the amount of \$914,583.54. Council President recused himself from voting. Vote was unanimous from remaining Council Members.

Council Member Ballinger made a motion seconded by Council Member Anderson to accept the Auditor's report and financial statements for Fiscal Year 2016-2017. Vote was unanimous.

Council Member Wolz made a motion seconded by Council Member Anderson to award Bid #2017-13, Trailhead Park -Town Lateral Pipeline Project, to Nicholson Dirt Contracting in the amount of \$75,740 with budget overage of \$13,126 for the park improvements from the open space funds and authorize the Mayor to sign a contract relating to this project contingent upon approval by the City Attorney. Vote was unanimous.

RESOLUTION 2017-14

A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE STATE LOAN AND INVESTMENT BOARD FOR A LOAN THROUGH THE STATE REVOLVING FUND ON THE BEHALF OF THE GOVERNING BODY FOR THE CITY OF CODY FOR THE PURPOSE OF SIZE FOR GROWTH; PROVISIONS FOR FUTURE NUTRIENT REQUIREMENTS; REDUCE POWER CONSUMPTION RELATING TO THE CODY WASTEWATER TREATMENT FACILITY UPGRADE AND EXPANSION PHASE 2. Council Member Nielson made a motion seconded by Council Member Wolz to approve Resolution 2017-14. Vote was unanimous.

ORDINANCE 2017-24 SECOND READING
AN ORDINANCE AMENDING THE ACCESSORY DWELLING UNIT DEVELOPMENT
STANDARDS FOR R-2 ZONING DISTRICTS. Council Member Anderson made a motion
seconded by Council Member Fritz to approved Ordinance 2017-24 on Second Reading. Voting in
favor were Council Members Wolz, Anderson, Nielson, Fritz and Council President Greer. Opposed
was Council Member Ballinger. Motion carried.

There being no further business, the Council President Greer adjourned the meeting at 7:35 p.m.

Landon Greer, Council President

Cindy Baker, Administrative Service Officer

City of Cody
Council Proceedings
Tuesday, November 14, 2017

A special meeting of the Cody City Council was held in Council Chambers of Cody City Hall on Tuesday, November 14, 2017 at 4:15 p.m.

Present: Mayor Matt Hall, Council Members Donny Anderson, Karen Ballinger, and Stan Wolz, City Administrator, Barry Cook, and Administrative Services Officer, Cindy Baker.

Absent: Council Members Jerry Fritz, Landon Greer and Glenn Nielson.

Mayor Hall called the meeting to order at 4:15 p.m.

Barry Cook, City Administrator updated the Governing Body in reference to the Humane Society Facilities and lease. No action was taken.

Barry Cook, City Administrator, updated the Governing Body in reference to the Use of Rural Development Funds (USDA). No action was taken.

Todd Stowell, City Planner informed the Governing Body of an Application/Request for Annexation. Staff was given direction on how to proceed.

Cindy Baker, Administrative Service Officer and Scott Kitchen, Communications Administrative provided information relating to crowd sourcing and current avenues the City of Cody utilizes in reference to Social Media when providing and/or informing citizen of upcoming events, issues, notification etc. No action was taken.

There being no further items on the agenda – meeting adjourned at 5:00 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

MEETING DATE: DECEMBER 6, 2016

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Local Government Liability Pool Ballot

ACTION TO BE TAKEN:

Authorize the Mayor to sign a ballot voting for Robert King and Donna Geho to be elected to the Local Government Liability Pool Board for terms beginning January 1, 2018.

SUMMARY OF INFORMATION:

There are two LGLP Board positions that will be vacated on January 1, 2018. As a member of LGLP the City of Cody Council is allowed one vote for each open position. There are two candidates, one for each opening.

FISCAL IMPACT

None

ALTERNATIVES

N/A

ATTACHMENTS

1. LGLP ballot form

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

Local Government Liability Pool

PO Box 20700

Cheyenne WY 82003-7015

Official Ballot

The Local Government Liability Pool Rules and Regulations, Chapter II, Section 1, states the board shall be comprised of two (2) county commissioners, two (2) elected municipal officials, two (2) representatives of special districts and one (1) at-large member. Chapter II, Section 2, states members of the board will be elected from among participating local governmental entities upon the nomination and vote of the governing body of the member entities.

There will be two (2) board positions open as of January 1, 2018. The positions are: one (1) county commissioner and one (1) special district position. The board positions are for three-year terms.

Each participating entity shall be allowed one vote for each open position. The majority of the votes received by the Executive Director will constitute the successful elective.

County Commissioner Position (3-year term)

Robert (Bob) King – Lincoln County Commissioner (Running Unopposed)

Robert (Bob) King was appointed to the LGLP Board in January 2017, representing the Lincoln County Commissioners.

He was elected in 2014 to the Board of County Commissioners in Lincoln County. He, his wife Donna and their four children moved to Thayne in 1984 where he worked for the USDA Forest Service, Bridger-Teton National Forest in the engineering department. He became involved in the Town's government and was honored to serve as Mayor for fourteen years. After leaving the Forest Service he worked as the Geographic Information Systems division manager for Sunrise Engineering Inc., until retiring in 2009. He currently owns and operates a hunting, fishing and sporting goods store in Thayne.

Special District Position (3-year term)

(Running Unopposed)

Donna Geho – Glenrock Area Solid Waste Disposal District

Donna M. Geho, was appointed to the LGLP Board in January 2012, representing the Glenrock Area Solid Waste Disposal District where she has been a sitting board member since 2010.

Donna lives in Glenrock, and is currently the Tallgrass Energy Rocky Mountain Region Sr. Administrative Coordinator. She retired in 2015 from the Town of Glenrock where she served as Clerk/Treasurer. She has been active on several Municipal boards, including: WAMCAT where she served in the capacity of Secretary and President; WAM-JPIC and was honored to serve a 3-year board position with the International Institute of Municipal Clerks for Region VIII, representing ten states (AZ, CO, ID, MT, NM, NE, ND, SD, UT and WY.) She also served on the Glenrock Economic Development Committee as the municipal liaison, Glenrock Area Chamber of Commerce, Deer Creek Days Committee, Wyoming Community Gas, and WAM Leadership Training.

"Participation on the LGLP board gives me the opportunity to continue to serve my community."

Name of entity submitting ballot: _____

Name of person submitting ballot: _____

Signature of person submitting ballot: _____

Ballots are due back in this office no later than December 29, 2017 @ 5:00 P.M.
We encourage you to email copies to lglp@lglp.net or faxed to (307) 638-6211.

Previously, the LGLP Board granted a 15% credit towards the Fiscal Year 2018 contribution for those members whose contribution was in excess of the \$500 minimum amount. They hope this effort assisted the members during these difficult financial times.

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
AMERICAN FAMILY LIFE ASSUR					
	612585	AFLAC PREMIUM	11/06/2017	2,481.26	2,481.26
Total :				2,481.26	2,481.26
Total AMERICAN FAMILY LIFE ASSUR:				2,481.26	2,481.26
AMERICAN WELDING & GAS, INC.					
	05157650	ARGON/CYLINDER RENTAL	10/31/2017	28.31	.00
	05157651	OXYGEN/ACETYLENE/CYLINDER RENTAL	10/31/2017	63.03	.00
	05157652	CARBON DIOXIDE/CYLINDER RENTAL	10/31/2017	28.31	.00
Total :				119.65	.00
Total AMERICAN WELDING & GAS, INC.:				119.65	.00
BAILEY ENTERPRISES INCORPORATED					
	103117	Unleaded	11/08/2017	605.20	.00
	103117	Unleaded	11/08/2017	99.30	.00
	103117	Diesel	11/08/2017	55.26	.00
	103117	Unleaded	11/08/2017	1,304.32	.00
	103117	Diesel	11/08/2017	232.38	.00
	103117	Unleaded	11/08/2017	307.01	.00
	103117	Unleaded	11/08/2017	63.74	.00
	103117	Unleaded	11/08/2017	78.93	.00
	103117	Diesel	11/08/2017	1,194.08	.00
	103117	Unleaded	11/08/2017	414.42	.00
	103117	Unleaded	11/08/2017	43.87	.00
	103117	Diesel	11/08/2017	2,711.93	.00
	103117	Unleaded	11/08/2017	118.82	.00
	103117	Unleaded	11/08/2017	286.28	.00
	103117	Diesel	11/08/2017	471.58	.00
	103117	Unleaded	11/08/2017	159.86	.00
	103117	Diesel	11/08/2017	459.20	.00
	103117	Unleaded	11/08/2017	313.52	.00
Total :				8,919.70	.00
Total BAILEY ENTERPRISES INCORPORATED:				8,919.70	.00
BENNETT, RICHARD					
	1884	REC CENTER REFUND	11/03/2017	55.00	.00
Total :				55.00	.00
Total BENNETT, RICHARD:				55.00	.00
BRICE, JOSHUA					
	1887	REC CENTER REFUND	11/03/2017	119.00	.00
Total :				119.00	.00
Total BRICE, JOSHUA:				119.00	.00
BURKE, MICHAEL					
	1885	REC CENTER REFUND	11/03/2017	170.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				170.00	.00
Total BURKE, MICHAEL:				170.00	.00
CARQUEST AUTO PARTS					
	2874-IC-33755	Credit Repair Parts	10/03/2017	22.00-	.00
	2874-IC-33764	Credit Repair Parts	10/04/2017	27.00-	.00
	2874-IC-33809	Credit Repair Parts	10/11/2017	51.77-	.00
	2874-IC-33827	Credit Repair Parts	10/13/2017	15.00-	.00
	2874-ID-33744	Repair Parts	10/02/2017	7.81	.00
	2874-ID-33745	Repair Parts	10/02/2017	2.66	.00
	2874-ID-33749	Repair Parts	10/03/2017	140.80	.00
	2874-ID-33755	Repair Parts	10/03/2017	148.93	.00
	2874-ID-33758	Repair Parts	10/04/2017	15.15	.00
	2874-ID-33763	Repair Parts	10/04/2017	64.50	.00
	2874-ID-33768	Repair Parts	10/05/2017	6.79	.00
	2874-ID-33770	Repair Parts	10/05/2017	12.57	.00
	2874-ID-33775	Repair Parts	10/06/2017	77.39	.00
	2874-ID-33776	Repair Parts	10/06/2017	17.26	.00
	2874-ID-33782	Repair Parts	10/06/2017	22.68	.00
	2874-ID-33807	Repair Parts	10/11/2017	10.32	.00
	2874-ID-33808	Repair Parts	10/11/2017	8.44	.00
	2874-ID-33812	Repair Parts	10/11/2017	101.06	.00
	2874-ID-33815	Repair Parts	10/12/2017	1.79	.00
	2874-ID-33845	Repair Parts	10/17/2017	3.04	.00
	2874-ID-33846	Repair Parts	10/17/2017	7.65	.00
	2874-ID-33849	Repair Parts	10/17/2017	35.86	.00
	2874-ID-33864	Repair Parts	10/19/2017	42.87	.00
	2874-ID-33870	Repair Parts	10/20/2017	36.40	.00
	2874-ID-33883	Repair Parts	10/23/2017	3.91	.00
	2874-ID-33892	Repair Parts	10/24/2017	7.35	.00
	2874-ID-33913	Repair Parts	10/26/2017	2.66	.00
	2874-ID-33914	Repair Parts	10/26/2017	17.26	.00
	2874-ID-33938	Repair Parts	10/31/2017	153.92	.00
	2874-ID-33938	Repair Parts	10/31/2017	8.78	.00
	2874-ID-33940	Repair Parts	10/31/2017	8.80	.00
	2874-ID-33940	Repair Parts	10/31/2017	.36	.00
Total :				851.24	.00
Total CARQUEST AUTO PARTS:				851.24	.00
CARTER, JESSICA					
	1886	REC CENTER REFUND	11/03/2017	102.00	.00
Total :				102.00	.00
Total CARTER, JESSICA:				102.00	.00
CHEYENNE, LIGHT, FUEL & POWER COMPANY					
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	161.40	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	329.95	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	1,063.61	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	2,075.67	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	6,226.99	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	455.62	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	117.36	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	103.45	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	69.03	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	143.82	.00
BLACK HILLS ENERGY	110617	UTILITIES	11/06/2017	164.65	.00
Total :				10,911.55	.00
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY:				10,911.55	.00
CHUCKS LAWN CARE					
	21547	TRIM TREES IN RIGHT OF WAY	10/20/2017	290.00	.00
	31381	TRIM TREES & SHRUBS IN RIGHT OF WAY	10/09/2017	390.00	.00
Total :				680.00	.00
Total CHUCKS LAWN CARE:				680.00	.00
CLARK, RONALD W					
TOWN TAXI	112117	TIPSY TAXI VOUCHERS	11/21/2017	371.00	.00
Total :				371.00	.00
Total CLARK, RONALD W:				371.00	.00
CODY VETERINARY HOSPITAL					
	6495-4	RESTITUTION - JOSHUA WARD MC-1703-026	11/02/2017	200.00	.00
Total :				200.00	.00
Total CODY VETERINARY HOSPITAL:				200.00	.00
COMMUNICATION TECHNOLOGIES, INC					
	16276	MOTOROLA RADIO REPLACEMENT PART	10/23/2017	83.92	.00
Total :				83.92	.00
Total COMMUNICATION TECHNOLOGIES, INC:				83.92	.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC					
	103117	LEGAL SERVICES - OCT 2017	11/03/2017	6,907.92	.00
Total :				6,907.92	.00
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				6,907.92	.00
DANA KEPNER COMPANY					
	2226152-00	METER FLANGES, BOLTS & NUTS	10/26/2017	115.42	.00
Total :				115.42	.00
Total DANA KEPNER COMPANY:				115.42	.00
DARST, SUSAN					
	7.1410.20	REFUND DEPOSIT	11/03/2017	277.58	.00
Total :				277.58	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total DARST, SUSAN:				277.58	.00
EASTMAN, RINDA					
	1017	PERSONAL TRAINER - REC CENTER	11/06/2017	451.62	.00
Total :				451.62	.00
Total EASTMAN, RINDA:				451.62	.00
ELECTRICAL ALLY, INC.					
	3713	IMPROVEMENTS - LED RETROFITS	11/06/2017	3,589.60	.00
Total :				3,589.60	.00
Total ELECTRICAL ALLY, INC.:				3,589.60	.00
ENERGY LABORATORIES, INC					
	116185	BACT & E-COLI TESTING	10/27/2017	310.00	.00
Total :				310.00	.00
Total ENERGY LABORATORIES, INC:				310.00	.00
FED-EX					
	5-973-65789	SHIPPING CONDRY & ASSOC.	10/26/2017	125.12	.00
Total :				125.12	.00
Total FED-EX:				125.12	.00
FRANCK, BRANDON					
	110669-314	CLASS A CDL LICENSE	11/08/2017	50.00	.00
Total :				50.00	.00
Total FRANCK, BRANDON:				50.00	.00
FREDERICK, LAUREL					
	110217	RESTITUTION FROM DEBRA HORNECKER MC-1706-037	11/02/2017	50.00	.00
Total :				50.00	.00
Total FREDERICK, LAUREL:				50.00	.00
GAM, ANGIE					
	4.0460.34	REFUND OVERPAYMENT	10/05/2017	135.56	.00
Total :				135.56	.00
Total GAM, ANGIE:				135.56	.00
GLOBAL TECHNOLOGY RESOURCES INC					
	IC0440702	COMPUTER SUPPORT	10/23/2017	819.00	.00
Total :				819.00	.00
Total GLOBAL TECHNOLOGY RESOURCES INC:				819.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
HARRIS TRUCKING AND CONSTRUCTION CO.					
	130115	ASPHALT	10/21/2017	1,674.24	.00
	130115	ASPHALT	10/21/2017	1,792.00	.00
	130127	4' - 6' ROCK	10/21/2017	85.79	.00
	130163	ASPHALT	10/31/2017	1,132.80	.00
	130164	PEA GRAVEL	10/31/2017	111.69	.00
	PAY APP #11	WASTE WATER TREATMENT FACILITY PHASE 1	11/06/2017	35,360.39	.00
	PAY APP #11	WASTE WATER TREATMENT FACILITY PHASE 1	11/06/2017	83,579.11	.00
	PAY APP #11	WASTE WATER TREATMENT FACILITY PHASE 1	11/06/2017	41,789.55	.00
	RET #11 WWT	WWTF - PHASE 1 RETAINGE	11/06/2017	3,928.93	.00
	RET #11 WWT	WWTF - PHASE 1 RETAINGE	11/06/2017	9,286.57	.00
	RET #11 WWT	WWTF - PHASE 1 RETAINGE	11/06/2017	4,643.28	.00
Total :				183,384.35	.00
Total HARRIS TRUCKING AND CONSTRUCTION CO.:				183,384.35	.00
HAYANO, JOEL					
	9.1820.19	REFUND OVERPAYMENT	08/28/2017	100.95	.00
Total :				100.95	.00
Total HAYANO, JOEL:				100.95	.00
HIGBIE, ASPEN					
	110217	RESTITUTION FROM RHIANNON THOMPSON MC-1611-017	11/02/2017	100.00	.00
Total :				100.00	.00
Total HIGBIE, ASPEN:				100.00	.00
HIGH COUNTRY ROOFING					
	002134	FLASHING ON SHOP BUILDING ROOF	10/27/2017	200.00	.00
	002134	FLASHING ON SHOP BUILDING ROOF	10/27/2017	100.00	.00
	002134	FLASHING ON SHOP BUILDING ROOF	10/27/2017	100.00	.00
Total :				400.00	.00
Total HIGH COUNTRY ROOFING:				400.00	.00
HILL, TRAVIS					
	110217	RESTITUTION FROM AMANDA GUILLIAM MC- 1707-040	11/02/2017	300.00	.00
Total :				300.00	.00
Total HILL, TRAVIS:				300.00	.00
KITCHEN, SCOTT					
	10312017	REIMBURSE FOR MILEAGE	11/01/2017	38.25	.00
Total :				38.25	.00
Total KITCHEN, SCOTT:				38.25	.00
KRUBECK, LUCAS					
	1017	PERSONAL TRAINER - REC CENTER	11/08/2017	295.85	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				295.85	.00
Total KRUBECK, LUCAS:				295.85	.00
LEWIS, ELLA					
	110217	RESTITUTION FROM STEPHEN REX JR MC-1701 -001	11/02/2017	55.94	.00
Total :				55.94	.00
Total LEWIS, ELLA:				55.94	.00
MAYEAUX, KAITLYN					
	5.1320.32-1	REFUND OVERPAYMENT	10/16/2017	85.42	.00
Total :				85.42	.00
Total MAYEAUX, KAITLYN:				85.42	.00
NCPERS WYOMING					
	11617	PREMIUM	11/06/2017	448.00	448.00
Total :				448.00	448.00
Total NCPERS WYOMING:				448.00	448.00
NORCO, INC.					
	22330842	SUPPLIES	10/31/2017	12.15	.00
Total :				12.15	.00
Total NORCO, INC.:				12.15	.00
ONE-CALL OF WYOMING					
	46529	ONE-CALL FEES - OCT 2017	11/05/2017	25.50	.00
	46529	ONE-CALL FEES - OCT 2017	11/05/2017	25.50	.00
	46529	ONE-CALL FEES - OCT 2017	11/05/2017	25.50	.00
	46529	ONE-CALL FEES - OCT 2017	11/05/2017	25.50	.00
Total :				102.00	.00
Total ONE-CALL OF WYOMING:				102.00	.00
PARK COUNTY					
	3101	LEC CONTRACT - DISPATCH	11/01/2017	24,322.55	.00
	3101	LEC CONTRACT - CONSOLE	11/01/2017	3,773.44	.00
	3101	LEC CONTRACT - UTILITIES	11/01/2017	1,100.47	.00
Total :				29,196.46	.00
Total PARK COUNTY:				29,196.46	.00
PARK COUNTY ANIMAL SHELTER					
	110117	ANIMAL SERVICE CONTRACT - NOV 2017	11/01/2017	3,750.00	.00
Total :				3,750.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total PARK COUNTY ANIMAL SHELTER:				3,750.00	.00
PARK COUNTY CIRCUIT COURT					
	1112017	CV-2017-387	11/01/2017	255.85	255.85
	1112017	CV-2017-565	11/01/2017	283.23	283.23
Total :				539.08	539.08
Total PARK COUNTY CIRCUIT COURT:				539.08	539.08
PARK COUNTY LANDFILL					
	103117	LANDFILL CHARGES - OCT 2017	10/31/2017	67,951.37	.00
Total :				67,951.37	.00
Total PARK COUNTY LANDFILL:				67,951.37	.00
PARK COUNTY PUBLIC HEALTH					
	1326	FLU SHOTS	10/25/2017	1,825.00	.00
	1331	FLU VACCINATIONS	11/03/2017	25.00	.00
Total :				1,850.00	.00
Total PARK COUNTY PUBLIC HEALTH:				1,850.00	.00
PARK COUNTY SHERIFF					
	103117	INCARCERATION - OCT 2017	10/31/2017	150.00	.00
Total :				150.00	.00
Total PARK COUNTY SHERIFF:				150.00	.00
POCKET PRESS, INC.					
	93147	STATUTE BOOKS - PATROL	11/01/2017	271.72	.00
Total :				271.72	.00
Total POCKET PRESS, INC.:				271.72	.00
PROFFIT, DOUGLAS J					
PROFFITS ENTERPRISES LLC	6503	CONCRETE WORK	10/26/2017	9,451.00	.00
PROFFITS ENTERPRISES LLC	6503	CONCRETE WORK	10/26/2017	2,784.00	.00
PROFFITS ENTERPRISES LLC	6503	CONCRETE WORK	10/26/2017	2,355.00	.00
Total :				14,590.00	.00
Total PROFFIT, DOUGLAS J:				14,590.00	.00
PROVIDENT LIFE & ACCIDENT INS					
	10/31/2017	UNUM OPTIONAL POLICIES PREMIUM	11/06/2017	167.06	167.06
Total :				167.06	167.06
Total PROVIDENT LIFE & ACCIDENT INS :				167.06	167.06
PULLIAM, HENRY B					
	110217	RESTITUTION FROM DENISE ROSECHANDLER MC-1704-030	11/02/2017	200.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				200.00	.00
Total PULLIAM, HENRY B:				200.00	.00
QUALITY ASPHALT PAVING, INC					
	1690	ASPHALT LAYDOWN	10/16/2017	2,930.00	.00
	1690	ASPHALT LAYDOWN	10/16/2017	2,420.00	.00
	1690	ASPHALT LAYDOWN	10/16/2017	1,800.00	.00
Total :				7,150.00	.00
Total QUALITY ASPHALT PAVING, INC:				7,150.00	.00
RMEL					
	102317	2018 RMEL DUES	10/23/2017	460.00	.00
Total :				460.00	.00
Total RMEL:				460.00	.00
SABER PEST CONTROLL LLC					
	P108	PEST CONTROL - PUBLIC WORKS	11/01/2017	25.00	.00
	P108	PEST CONTROL - PUBLIC WORKS	11/01/2017	25.00	.00
	P108	PEST CONTROL - PUBLIC WORKS	11/01/2017	25.00	.00
	P108	PEST CONTROL - PUBLIC WORKS	11/01/2017	25.00	.00
Total :				100.00	.00
Total SABER PEST CONTROLL LLC:				100.00	.00
SERENITY PREG. RESOURCE CENTER					
OR MAININI, RITA	1883	REC CENTER REFUND	11/03/2017	112.50	.00
Total :				112.50	.00
Total SERENITY PREG. RESOURCE CENTER:				112.50	.00
SHEARER, STEVEN M					
APPLIED GRAPHICS	6666	PLEASE BAG YOUR TRASH DECALS	10/25/2017	475.95	.00
Total :				475.95	.00
Total SHEARER, STEVEN M:				475.95	.00
SHOSHONE MUNICIPAL PIPELINE					
	110117	SMP WATER PURCHASE - OCTOBER 2017	11/01/2017	118,524.50	.00
Total :				118,524.50	.00
Total SHOSHONE MUNICIPAL PIPELINE:				118,524.50	.00
SMALLWOOD, PAULA P					
	110717	REFUND UTILITY DEPOSIT	11/07/2017	400.00	.00
Total :				400.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total SMALLWOOD, PAULA P:				400.00	.00
SQUAD ROOM EMBLEMS					
	082817	BADGES AND CASES	10/25/2017	791.31	.00
Total :				791.31	.00
Total SQUAD ROOM EMBLEMS:				791.31	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	14046	CYCLE 3 OUTSOURCE BILLS	10/26/2017	4.10	.00
ADVANCED INFO SYSTEMS	14046	CYCLE 3 OUTSOURCE BILLS	10/26/2017	45.11	.00
ADVANCED INFO SYSTEMS	14046	CYCLE 3 OUTSOURCE BILLS	10/26/2017	69.72	.00
ADVANCED INFO SYSTEMS	14046	CYCLE 3 OUTSOURCE BILLS	10/26/2017	28.71	.00
ADVANCED INFO SYSTEMS	14046	CYCLE 3 OUTSOURCE BILLS	10/26/2017	262.49	.00
ADVANCED INFO SYSTEMS	14068	CYCLE 4 OUTSOURCE BILLS	11/07/2017	2.32	.00
ADVANCED INFO SYSTEMS	14068	CYCLE 4 OUTSOURCE BILLS	11/07/2017	25.52	.00
ADVANCED INFO SYSTEMS	14068	CYCLE 4 OUTSOURCE BILLS	11/07/2017	39.45	.00
ADVANCED INFO SYSTEMS	14068	CYCLE 4 OUTSOURCE BILLS	11/07/2017	16.24	.00
ADVANCED INFO SYSTEMS	14068	CYCLE 4 OUTSOURCE BILLS	11/07/2017	148.51	.00
Total :				642.17	.00
Total SYSTEMS GRAPHICS INC:				642.17	.00
THE OFFICE SHOP INC					
	71080	COPIER CONTRACT - SHOP	10/30/2017	11.17	.00
	71080	COPIER CONTRACT - SHOP	10/30/2017	11.17	.00
	71080	COPIER CONTRACT - SHOP	10/30/2017	11.17	.00
	71080	COPIER CONTRACT - SHOP	10/30/2017	11.16	.00
	71080	COPIER CONTRACT - SHOP	10/30/2017	11.16	.00
	71080	COPIER CONTRACT - SHOP	10/30/2017	11.16	.00
Total :				66.99	.00
Total THE OFFICE SHOP INC:				66.99	.00
TRAVELERS CL REMITTANCE CENTER					
	110117	CYBER INSURANCE PREMIUM	11/01/2017	1,892.50	.00
	110117	CYBER INSURANCE PREMIUM	11/01/2017	1,892.50	.00
	110117	CYBER INSURANCE PREMIUM	11/01/2017	1,892.50	.00
	110117	CYBER INSURANCE PREMIUM	11/01/2017	1,892.50	.00
Total :				7,570.00	.00
Total TRAVELERS CL REMITTANCE CENTER:				7,570.00	.00
U S BANK PURCHASE CARD					
	110617	Disputed charge credit	11/06/2017	133.91-	.00
	110617	Disputed charge credit	11/06/2017	11.54-	.00
	110617	years of service and hands free	11/06/2017	182.84	.00
	110617	lineman book & years of service	11/06/2017	311.43	.00
	110617	Audit committee meeting	11/06/2017	69.18	.00
	110617	supplies - copier paper legal	11/06/2017	154.06	.00
	110617	Notary stamp	11/06/2017	34.95	.00
	110617	toner	11/06/2017	152.83	.00
	110617	dual monitor mount	11/06/2017	45.99	.00
	110617	printer toner	11/06/2017	99.87	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	toner	11/06/2017	77.98	.00
	110617	computer components	11/06/2017	38.97	.00
	110617	Dual Monitor Mount	11/06/2017	68.15	.00
	110617	shipping charges	11/06/2017	24.75	.00
	110617	utilities - cell phone - verizon	11/06/2017	25.41	.00
	110617	advertising	11/06/2017	3,000.00	.00
	110617	advertising	11/06/2017	170.00	.00
	110617	Software Fee	11/06/2017	9.99	.00
	110617	subscription - survey monkey	11/06/2017	300.00	.00
	110617	subscription - cody enterprise	11/06/2017	30.00	.00
	110617	Risk assessments	11/06/2017	329.00	.00
	110617	Rental - Postage machine	11/06/2017	724.62	.00
Total Administrative Services:				5,704.57	.00
	110617	uniforms	11/06/2017	241.32	.00
	110617	co2	11/06/2017	324.00	.00
	110617	pool chemicals	11/06/2017	1,619.73	.00
	110617	dolly for carrying barrels of liquid	11/06/2017	171.47	.00
	110617	office supplies	11/06/2017	54.99	.00
	110617	pumpkin decorating and pumpkin plunge	11/06/2017	582.00	.00
	110617	cakes for 2 birthday parties	11/06/2017	64.92	.00
	110617	pizza for b-day parties	11/06/2017	40.85	.00
	110617	pizza for b-day parties	11/06/2017	40.85	.00
	110617	b-day party decorations	11/06/2017	867.97	.00
	110617	programs	11/06/2017	120.46	.00
Total Aquatics:				4,128.56	.00
	110617	Travel Expenses	11/06/2017	46.01	.00
	110617	Travel Expenses	11/06/2017	7.09	.00
	110617	Travel Expenses	11/06/2017	34.25	.00
	110617	Travel Expenses	11/06/2017	4.38	.00
	110617	meeting expenses	11/06/2017	234.00	.00
	110617	meeting expenses	11/06/2017	12.60	.00
	110617	meeting expenses	11/06/2017	34.66	.00
	110617	supplies - employee recognition Cards	11/06/2017	250.72	.00
	110617	utilities - cell phone - verizon	11/06/2017	49.62	.00
Total City Administrator:				673.33	.00
	110617	utilities - cell phone - verizon	11/06/2017	255.88	.00
	110617	DLT Solutions Annual Subscription	11/06/2017	3,067.97	.00
	110617	Geospatial Information Technology subscription	11/06/2017	150.00	.00
Total Community development:				3,473.85	.00
	110617	Lineman's Handbook	11/06/2017	83.55	.00
	110617	lineman book & years of service	11/06/2017	83.50	.00
	110617	Random and preemployment drug testing	11/06/2017	30.00	.00
	110617	Fuel for WMPA Travel to Lusk	11/06/2017	41.97	.00
	110617	FR Clothing	11/06/2017	402.44	.00
	110617	Shop Supplies	11/06/2017	102.72	.00
	110617	Welding Supplies	11/06/2017	36.75	.00
	110617	Supplies	11/06/2017	43.08	.00
	110617	Chain Saw Supplies	11/06/2017	42.47	.00
	110617	Supplies	11/06/2017	28.27	.00
	110617	Office Supplies	11/06/2017	55.97	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	Fuel Winterizer Supply	11/06/2017	42.81	.00
	110617	Planners	11/06/2017	87.78	.00
	110617	planners and supplies	11/06/2017	15.90	.00
	110617	toner	11/06/2017	117.89	.00
	110617	toner	11/06/2017	51.86	.00
	110617	toner	11/06/2017	71.99	.00
	110617	Marking Paint	11/06/2017	125.40	.00
	110617	Welding supplies	11/06/2017	89.09	.00
	110617	Truck Supplies	11/06/2017	12.72	.00
	110617	Truck Supplies - backordered units	11/06/2017	63.60	.00
	110617	FR Safety Vests	11/06/2017	709.65	.00
	110617	Equipment Repair	11/06/2017	54.99	.00
	110617	Wash Explorer	11/06/2017	6.79	.00
	110617	Wash Explorer	11/06/2017	7.25	.00
	110617	utilities - cell phone - verizon	11/06/2017	294.22	.00
	110617	DLT Solutions Annual Subscription	11/06/2017	1,022.39	.00
	110617	Beacon Hill Tie Line Ph 2 conduit	11/06/2017	31.62	.00
	110617	Concrete vibrator rental for vault	11/06/2017	50.00	.00
				<hr/>	
Total Electric:				3,806.67	.00
				<hr/>	
	110617	Registration - Governor's Conference	11/06/2017	365.00	.00
	110617	meeting expenses	11/06/2017	36.34	.00
	110617	meeting expenses	11/06/2017	11.96	.00
	110617	meeting expenses	11/06/2017	38.99	.00
	110617	Expenses - Citizen Academy (meals)	11/06/2017	250.00	.00
	110617	Expenses Citizen Acadmey (meals)	11/06/2017	187.50	.00
	110617	expenses - Citizen academy - meals	11/06/2017	187.50	.00
	110617	Citizen's Academy Expenses	11/06/2017	180.00	.00
				<hr/>	
Total Mayor-Council:				1,257.29	.00
				<hr/>	
	110617	Uniforms	11/06/2017	16.99	.00
	110617	Uniforms	11/06/2017	33.98	.00
	110617	Boat mooring	11/06/2017	96.14	.00
	110617	Supplies	11/06/2017	109.99	.00
	110617	Supplies	11/06/2017	16.19	.00
	110617	Supplies	11/06/2017	7.58	.00
	110617	Supplies	11/06/2017	4.49	.00
	110617	Supplies	11/06/2017	74.99	.00
	110617	Supplies	11/06/2017	9.48	.00
	110617	Office supplies	11/06/2017	40.33	.00
	110617	Supplies	11/06/2017	6.99	.00
	110617	Supplies	11/06/2017	70.44	.00
	110617	Supplies	11/06/2017	44.99	.00
	110617	Supplies	11/06/2017	7.18	.00
	110617	Chipper box supplies	11/06/2017	45.49	.00
	110617	Supplies	11/06/2017	14.35	.00
	110617	Materials	11/06/2017	10.45	.00
	110617	Materials	11/06/2017	2.40	.00
	110617	Equipment supplies	11/06/2017	11.39	.00
	110617	Equipment supplies	11/06/2017	17.47	.00
	110617	Glendale tree pruning	11/06/2017	4,721.85	.00
	110617	Athletic paint	11/06/2017	7.99	.00
	110617	Shrubs Paul Stock sign	11/06/2017	249.80	.00
	110617	Tree removal River Trail	11/06/2017	300.00	.00
	110617	Christmas light bulbs	11/06/2017	101.98	.00
	110617	Inventory	11/06/2017	74.66	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	Inventory	11/06/2017	5.60	.00
	110617	Inventory	11/06/2017	7.80	.00
	110617	Inventory	11/06/2017	2.97	.00
	110617	Pump parts	11/06/2017	10.44	.00
	110617	utilities - cell phone - verizon	11/06/2017	102.03	.00
	110617	Arbor Day membership	11/06/2017	15.00	.00
	110617	Veteran's information kiosk	11/06/2017	60.00	.00
Total Parks Maintenance:				6,301.43	.00
	110617	C06 TIPS Training	11/06/2017	75.00	.00
	110617	C01 Meeting/lunch expense - Detective selection panel	11/06/2017	94.15	.00
	110617	C08 - Meal, Reid Technique	11/06/2017	13.97	.00
	110617	C08 - Meal, Reid Technique	11/06/2017	10.85	.00
	110617	C08 - Meal, Reid Technique	11/06/2017	3.70	.00
	110617	CREDIT Lodging C08 - Reid Technique	11/06/2017	372.00-	.00
	110617	C08 - Lodging, Reid Technique	11/06/2017	372.00	.00
	110617	C08 - Meal, Reid Technique	11/06/2017	8.18	.00
	110617	Lodging - travel	11/06/2017	372.00	.00
	110617	C31 Training RIMSCON 2017 - Baggage fee	11/06/2017	25.00	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	13.74	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	17.50	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	14.95	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	9.32	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	16.94	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	19.14	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	16.92	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	11.59	.00
	110617	C31 Training RIMSCON 2017 - Baggage fee	11/06/2017	25.00	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	34.99	.00
	110617	C31 Training RIMSCON 2017 - Lodging	11/06/2017	644.10	.00
	110617	C31 Training RIMSCON 2017 - Meal	11/06/2017	18.15	.00
	110617	C31 Office supplies	11/06/2017	32.56	.00
	110617	C05 Meal- Training, Verbal Excellence	11/06/2017	9.33	.00
	110617	C16 Meal - Training @ WLEA	11/06/2017	16.78	.00
	110617	C16 Meal - Training @ WLEA	11/06/2017	11.99	.00
	110617	C16 Meal - Training @ WLEA	11/06/2017	6.49	.00
	110617	Travel Expenses	11/06/2017	25.00	.00
	110617	Travel Expenses	11/06/2017	14.17	.00
	110617	Travel Expenses	11/06/2017	30.48	.00
	110617	Travel Expenses	11/06/2017	17.90	.00
	110617	Travel Expenses	11/06/2017	7.49	.00
	110617	Travel Expenses	11/06/2017	18.01	.00
	110617	Travel Expenses	11/06/2017	16.60	.00
	110617	Travel Expenses	11/06/2017	20.14	.00
	110617	Travel Expenses	11/06/2017	9.97	.00
	110617	Travel Expenses	11/06/2017	25.00	.00
	110617	Travel Expenses	11/06/2017	23.71	.00
	110617	Travel Expenses	11/06/2017	22.53	.00
	110617	C17 Visit to Wyoming Cowboy Challenge	11/06/2017	80.66	.00
	110617	C31 Uniforms - New Officers	11/06/2017	197.97	.00
	110617	C31 Uniform - New officers	11/06/2017	184.94	.00
	110617	C31 New officer - uniform/gear issue	11/06/2017	620.89	.00
	110617	C31 New officer uniform/gear issue	11/06/2017	157.97	.00
	110617	C31 New officers name plates - uniform expense	11/06/2017	19.98	.00
	110617	C31 New officer - uniform/gear issue	11/06/2017	359.93	.00
	110617	C31 New officers C12 & C15 - uniform patches and embroidery	11/06/2017	168.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	C18 Uniform cleaning	11/06/2017	20.45	.00
	110617	C21 Uniform allowance	11/06/2017	102.68	.00
	110617	C21 Uniform allowance	11/06/2017	49.99	.00
	110617	C21 Uniform allowance	11/06/2017	20.99	.00
	110617	C13 New holster & mag clips	11/06/2017	217.25	.00
	110617	C09 Uniform allowance	11/06/2017	150.27	.00
	110617	C09 Uniform/gear allowance	11/06/2017	31.98	.00
	110617	C09 Uniform/gear allowance	11/06/2017	167.96	.00
	110617	C14 Uniform allowance	11/06/2017	131.84	.00
	110617	C07 Uniform Embroidery	11/06/2017	8.00	.00
	110617	C05 Gas - Training, Verbal Excellence	11/06/2017	19.24	.00
	110617	C16 Gas - Training WLEA	11/06/2017	42.00	.00
	110617	office supplies	11/06/2017	34.46	.00
	110617	C31 Evidence supplies	11/06/2017	71.50-	.00
	110617	C31 Supplies - Meth tests	11/06/2017	126.12	.00
	110617	C31 Supplies for Evidence Van	11/06/2017	38.27	.00
	110617	C31 Office supplies	11/06/2017	33.15	.00
	110617	C31 Evidence supplies	11/06/2017	78.37	.00
	110617	C31 - Office supplies	11/06/2017	95.86	.00
	110617	C31 Evidence supplies	11/06/2017	44.50	.00
	110617	C31 Office supplies	11/06/2017	123.68	.00
	110617	computer storage device drive	11/06/2017	69.99	.00
	110617	C30 Copier toner - RETURN	11/06/2017	205.66-	.00
	110617	C31 Office Supplies - Business Cards	11/06/2017	56.03	.00
	110617	C30 Office Supplies	11/06/2017	18.26	.00
	110617	C30 Refreshments to Detective selection panel	11/06/2017	35.74	.00
	110617	C30 Refreshments for Detective selection panel	11/06/2017	68.93	.00
	110617	scanner	11/06/2017	643.63	.00
	110617	C05 Car Wash	11/06/2017	9.00	.00
	110617	C05 Car wash	11/06/2017	9.00	.00
	110617	C23 Car Wash	11/06/2017	9.00	.00
	110617	C11 Car wash	11/06/2017	5.28	.00
	110617	C11 Car wash	11/06/2017	4.05	.00
	110617	C20 Car wash	11/06/2017	9.00	.00
	110617	C07 Car wash	11/06/2017	9.00	.00
	110617	C31 Shipping expense - return items to Evident.com	11/06/2017	14.14	.00
	110617	C25 Evidence shipping	11/06/2017	9.71	.00
	110617	C14 Evidence Shipping	11/06/2017	19.42	.00
	110617	C14 Evidence Shipping	11/06/2017	9.71	.00
	110617	C14 Evidence Shipping	11/06/2017	9.71	.00
	110617	C14 Evidence shipping	11/06/2017	9.71	.00
	110617	C14 Evidence Shipping	11/06/2017	9.71	.00
	110617	C14 Evidence shipping	11/06/2017	19.42	.00
	110617	C14 Boxes for National Drug Take Back Day - RETURN	11/06/2017	45.32-	.00
	110617	C14 Boxes for National Drug Take Back Day	11/06/2017	56.65	.00
	110617	C14 Boxes for National Drug Take Back Day	11/06/2017	32.31	.00
	110617	C14 Evidence shipping	11/06/2017	9.71	.00
	110617	utilities - cell phone - verizon	11/06/2017	1,454.40	.00
	110617	Utilities - Century Link	11/06/2017	38.54	.00
	110617	C31 Urine, blood and onsite kits from WY Dept of Health	11/06/2017	631.00	.00
	110617	C31 Annual Subscription - UFED Touch Logical SW	11/06/2017	1,099.00	.00
	110617	C31 Annual Membership	11/06/2017	100.00	.00
	110617	C31 Newspaper subscription	11/06/2017	50.00	.00
	110617	C30 New shredder for CPD	11/06/2017	1,699.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Police Department:				10,977.31	.00
	110617	Random and preemployment drug testing	11/06/2017	40.00	.00
	110617	custodial supplies	11/06/2017	381.53	.00
	110617	gloves for custodial	11/06/2017	181.80	.00
	110617	custodial supplies	11/06/2017	29.98	.00
	110617	bulb for Auditorium	11/06/2017	4.24	.00
	110617	thermostat for recycle center	11/06/2017	23.99	.00
	110617	thermostat for recycle building	11/06/2017	10.00	.00
	110617	screws for rec center roof	11/06/2017	13.00	.00
	110617	repairs to rec	11/06/2017	3,598.43	.00
	110617	rec showers	11/06/2017	162.85	.00
	110617	repairs to rec showers	11/06/2017	9.00	.00
	110617	locks for Auditorium	11/06/2017	350.00	.00
	110617	repair washing machine	11/06/2017	196.73	.00
	110617	kick down for doors	11/06/2017	44.94	.00
	110617	filter for city hall ice machine	11/06/2017	154.34	.00
	110617	toilet handle for City Hall	11/06/2017	4.49	.00
	110617	utilities - cell phone - verizon	11/06/2017	61.74	.00
	110617	rugs at City Hall	11/06/2017	76.32	.00
	110617	rugs for auditorium	11/06/2017	122.09	.00
	110617	rugs and towels for Rec Center	11/06/2017	14.34	.00
	110617	Auditorium hood inspection	11/06/2017	109.00	.00
	110617	service to rec center fire system	11/06/2017	105.00	.00
Total Public Facilities:				5,693.81	.00
	110617	Meeting supplies	11/06/2017	29.99	.00
	110617	Water for Citizen's Academy	11/06/2017	7.98	.00
	110617	repairs to lockers at Rec	11/06/2017	9.99	.00
	110617	repairs to lockers at Rec	11/06/2017	9.70	.00
	110617	office supplies for card printer	11/06/2017	166.50	.00
	110617	Office supplies	11/06/2017	52.25	.00
	110617	office supplies	11/06/2017	79.73	.00
	110617	office supplies	11/06/2017	83.18	.00
	110617	coffee	11/06/2017	355.35	.00
	110617	office supplies	11/06/2017	42.11	.00
	110617	ASAP supplies	11/06/2017	75.78	.00
	110617	ASAP computer cord	11/06/2017	26.31	.00
	110617	Tiny tots and ASAP resource	11/06/2017	59.94	.00
	110617	pumpkin decorating and pumpkin plunge	11/06/2017	291.00	.00
	110617	boxing program	11/06/2017	1,167.47	.00
	110617	boxing program	11/06/2017	87.91	.00
	110617	repair of equipment - air compressor for rec for balls, etc.	11/06/2017	11.28	.00
	110617	repairs of equipment	11/06/2017	31.47	.00
	110617	fitness mic and cables	11/06/2017	439.50	.00
	110617	music subscription	11/06/2017	9.99	.00
	110617	repairs to equipment	11/06/2017	5.49	.00
	110617	corn hole boards	11/06/2017	879.92	.00
	110617	programs	11/06/2017	155.95	.00
	110617	program expense for Halloween Putt Putt	11/06/2017	101.85	.00
	110617	trophies for sports tournament	11/06/2017	32.45	.00
	110617	volleyball trophies	11/06/2017	121.91	.00
	110617	Halloween carnival supplies	11/06/2017	22.38	.00
	110617	Halloween supplies	11/06/2017	218.49	.00
	110617	Halloween carnival supplies	11/06/2017	250.00	.00
	110617	credit for Halloween carnival	11/06/2017	43.56-	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	Halloween carnival	11/06/2017	78.75	.00
	110617	Halloween carnival	11/06/2017	17.01	.00
	110617	utilities - cell phone - verizon	11/06/2017	126.76	.00
	110617	advertising	11/06/2017	588.00	.00
	110617	advertising	11/06/2017	800.02	.00
	110617	rugs and towels for Rec Center	11/06/2017	86.00	.00
	110617	computer Components - switch	11/06/2017	293.32	.00
	110617	Tablets - Rec Center	11/06/2017	2,082.69	.00
Total Recreation Center:				8,854.86	.00
	110617	travel meal	11/06/2017	37.23	.00
	110617	Jeff Boots	11/06/2017	180.00	.00
	110617	Byron and Ralf work clothes	11/06/2017	454.67	.00
	110617	fuel	11/06/2017	44.28	.00
	110617	fuel	11/06/2017	110.53	.00
	110617	fuel	11/06/2017	48.11	.00
	110617	fuel	11/06/2017	67.97	.00
	110617	gas	11/06/2017	60.91	.00
	110617	lumber	11/06/2017	12.65	.00
	110617	paint	11/06/2017	13.99	.00
	110617	coffee	11/06/2017	25.34	.00
	110617	bungee cords	11/06/2017	17.98	.00
	110617	propane	11/06/2017	24.60	.00
	110617	propane	11/06/2017	42.00	.00
	110617	propane	11/06/2017	27.90	.00
	110617	nitrile gloves	11/06/2017	15.99	.00
	110617	propane	11/06/2017	29.70	.00
	110617	propane	11/06/2017	36.60	.00
	110617	earplugs	11/06/2017	37.10	.00
	110617	gloves	11/06/2017	17.98	.00
	110617	gloves	11/06/2017	9.90	.00
	110617	DEF	11/06/2017	142.45	.00
	110617	utilities - cell phone - verizon	11/06/2017	49.63	.00
Total Solid Waste:				1,507.51	.00
	110617	Concrete Class JB, TP, KB	11/06/2017	180.00	.00
	110617	Gloves	11/06/2017	270.83	.00
	110617	Uniform Kyle	11/06/2017	76.49	.00
	110617	Diesel additive, windshield brushes	11/06/2017	83.88	.00
	110617	Bare Tool	11/06/2017	328.99	.00
	110617	Padlock	11/06/2017	16.99	.00
	110617	Tarp	11/06/2017	38.99	.00
	110617	Electric plug	11/06/2017	26.07	.00
	110617	planners and supplies	11/06/2017	74.55	.00
	110617	years of service and hands free	11/06/2017	29.99	.00
	110617	Chain and hooks for sander rack	11/06/2017	152.06	.00
	110617	Sander Rack supplies	11/06/2017	19.98	.00
	110617	car charger for cell phone	11/06/2017	16.06	.00
	110617	windshield deicer and washer fluid	11/06/2017	32.46	.00
	110617	Diesel additive, windshield brushes	11/06/2017	35.92	.00
	110617	Shop supplies	11/06/2017	7.19	.00
	110617	Sander rack cables	11/06/2017	58.26	.00
	110617	Rebar return	11/06/2017	41.05-	.00
	110617	Rebar	11/06/2017	39.10	.00
	110617	Rebar	11/06/2017	41.05	.00
	110617	Credit for tax	11/06/2017	6.30-	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	Steel toes and battery	11/06/2017	8.29	.00
	110617	gloves	11/06/2017	69.98	.00
	110617	Steel toes and battery	11/06/2017	123.99	.00
	110617	Kenco	11/06/2017	25.88	.00
	110617	Peg board for shop	11/06/2017	38.46	.00
	110617	Plow lights and light bars	11/06/2017	683.68	.00
	110617	loader flat repair	11/06/2017	71.85	.00
	110617	Wire for Lights	11/06/2017	32.18	.00
	110617	Snow plow blades	11/06/2017	2,826.79	.00
	110617	snow plow lights	11/06/2017	55.95	.00
	110617	Snow fence supplies	11/06/2017	49.47	.00
	110617	Salt	11/06/2017	792.75	.00
	110617	Clips for snow fence	11/06/2017	6.99	.00
	110617	Salt trip	11/06/2017	14.99	.00
	110617	Salt trip	11/06/2017	201.80	.00
	110617	Salt trip	11/06/2017	104.48	.00
	110617	Salt trip	11/06/2017	147.01	.00
	110617	utilities - cell phone - verizon	11/06/2017	173.94	.00
				<hr/>	
Total Streets:				6,909.99	.00
				<hr/>	
	110617	Vactor trip	11/06/2017	8.85	.00
	110617	Vactor trip	11/06/2017	10.26	.00
	110617	Vactor trip	11/06/2017	17.88	.00
	110617	Vactor trip	11/06/2017	9.06	.00
	110617	Vactor trip	11/06/2017	22.22	.00
	110617	Vactor trip	11/06/2017	46.85	.00
	110617	shop tools, magnetic pickup tool	11/06/2017	15.10	.00
	110617	safety supplies and tools	11/06/2017	28.95	.00
	110617	Freight	11/06/2017	22.77	.00
	110617	Nuts and bolts A25	11/06/2017	3.00	.00
	110617	Diesel supplement	11/06/2017	107.88	.00
	110617	Frieght	11/06/2017	22.77	.00
	110617	C01 nuts and bolts	11/06/2017	5.74	.00
	110617	Vactor trip	11/06/2017	7.05	.00
	110617	Vactor trip	11/06/2017	443.96	.00
	110617	parts and supplies	11/06/2017	32.02	.00
	110617	planners and supplies	11/06/2017	9.84	.00
	110617	safety supplies and tools	11/06/2017	65.75	.00
	110617	Kenco	11/06/2017	25.88	.00
	110617	Credit core return	11/06/2017	250.13-	.00
	110617	Parts G12 trailer	11/06/2017	80.92	.00
	110617	V36 actuating key	11/06/2017	31.89	.00
	110617	B24 speedometer repair	11/06/2017	180.00	.00
	110617	Tachometer snow blower	11/06/2017	169.95	.00
	110617	Baler switch	11/06/2017	114.03	.00
	110617	G06 pins	11/06/2017	10.99	.00
	110617	Tires for generator	11/06/2017	39.98	.00
	110617	Plow lights and light bars	11/06/2017	380.90	.00
	110617	Belt for baler	11/06/2017	2,161.29	.00
	110617	H04 Radiator hose	11/06/2017	136.75	.00
	110617	H04 isolator	11/06/2017	79.04	.00
	110617	C05 Switch	11/06/2017	35.03	.00
	110617	Water pump D08	11/06/2017	486.33	.00
	110617	B23 clips	11/06/2017	8.68	.00
	110617	repair parts	11/06/2017	134.74	.00
	110617	H04 radiator repair	11/06/2017	111.65	.00
	110617	G06 filters	11/06/2017	55.70	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	110617	Beacon Lamp	11/06/2017	7.97	.00
	110617	Tires - inventory	11/06/2017	16,484.52	.00
	110617	parts and supplies	11/06/2017	60.62	.00
Total Vehicle Maintenance:				21,426.68	.00
	110617	meals	11/06/2017	28.67	.00
	110617	meals	11/06/2017	15.86	.00
	110617	meals	11/06/2017	13.80	.00
	110617	meals	11/06/2017	27.98	.00
	110617	Mike hotel room	11/06/2017	370.78	.00
	110617	fuel	11/06/2017	42.01	.00
	110617	water for lab work	11/06/2017	70.40	.00
	110617	lab supplies	11/06/2017	245.74	.00
	110617	Kenco	11/06/2017	25.88	.00
	110617	windsheld repair B38	11/06/2017	55.00	.00
	110617	tubing for bioscrubber pump	11/06/2017	6.14	.00
	110617	check valve parts north lift	11/06/2017	198.33	.00
	110617	utilities - cell phone - verizon	11/06/2017	96.24	.00
	110617	water sample shipping	11/06/2017	22.77	.00
	110617	meter check valves and curb stop caps	11/06/2017	1,049.88	.00
Total Wastewater:				2,269.48	.00
	110617	meals	11/06/2017	21.96	.00
	110617	meals	11/06/2017	13.98	.00
	110617	meals	11/06/2017	28.08	.00
	110617	Hank motel room	11/06/2017	370.78	.00
	110617	meals	11/06/2017	19.34	.00
	110617	fuel	11/06/2017	67.65	.00
	110617	planners and supplies	11/06/2017	30.95	.00
	110617	years of service and hands free	11/06/2017	29.99	.00
	110617	teflon tape and galvanized plugs	11/06/2017	23.47	.00
	110617	CO2	11/06/2017	50.68	.00
	110617	bug bombs	11/06/2017	47.45	.00
	110617	Kenco	11/06/2017	25.86	.00
	110617	Antifreeze for prv's	11/06/2017	32.51	.00
	110617	meter check valves and curb stop caps	11/06/2017	211.70	.00
	110617	pvc pipe	11/06/2017	1.59	.00
	110617	tracer wire	11/06/2017	82.38	.00
	110617	galvanized parts	11/06/2017	16.55	.00
	110617	water sample shipping	11/06/2017	49.56	.00
	110617	utilities - cell phone - verizon	11/06/2017	120.46	.00
	110617	Utilities - Century Link	11/06/2017	38.77	.00
	110617	hammerdrill	11/06/2017	20.00	.00
	110617	mini excavator	11/06/2017	185.45	.00
Total Water:				1,489.16	.00
Total U S BANK PURCHASE CARD:				84,474.50	.00
UNUM LIFE INSURANCE - LIFE					
	113017	PREMIUM	11/06/2017	1,729.04	1,729.04
Total :				1,729.04	1,729.04
Total UNUM LIFE INSURANCE - LIFE:				1,729.04	1,729.04

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
WESCO RECEIVABLES CORP					
	151607	SYSTEM UPGRADE	10/19/2017	1,466.88	.00
	152315	CLIMBING TOOLS	10/23/2017	1,058.07	.00
	153708	SYSTEM REPAIRS	10/26/2017	770.85	.00
Total :				3,295.80	.00
Total WESCO RECEIVABLES CORP:				3,295.80	.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
WORKERS COMPENSATION DIV	103117	CONTRIBUTIONS	11/06/2017	7,442.87	7,442.87
WORKERS COMPENSATION DIV	103117	VOLUNTEERS PD	11/06/2017	10.42	10.42
WORKERS COMPENSATION DIV	103117	VOLUNTEERS REC	11/06/2017	67.74	67.74
	11817	3rd quarter unemployment	11/08/2017	89.24	89.24
Total :				7,610.27	7,610.27
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				7,610.27	7,610.27
WYOMING MUNICIPAL POWER AGENCY					
	112517	POWER PURCHASE - OCT 2017	11/01/2017	740,085.37	.00
Total :				740,085.37	.00
Total WYOMING MUNICIPAL POWER AGENCY:				740,085.37	.00
WYOMING RETIREMENT SYSTEM					
	148662	CONTRIBUTIONS -	11/07/2017	15,824.26	15,824.26
	148662	CONTRIBUTIONS -	11/07/2017	17,500.66	17,500.66
	148662	CONTRIBUTIONS -	11/07/2017	36,717.51	36,717.51
Total :				70,042.43	70,042.43
Total WYOMING RETIREMENT SYSTEM:				70,042.43	70,042.43
YELLOWSTONE REGIONAL AIRPORT					
	110117	AIRPORT FUNDING	11/01/2017	15,596.34	.00
Total :				15,596.34	.00
Total YELLOWSTONE REGIONAL AIRPORT:				15,596.34	.00
Grand Totals:				1,401,011.91	83,017.14
				Payroll 11/12/17	231,667.91
					1,632,679.82

Report Criteria:

- Detail report.
- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice.Batch = {NOT LIKE} "1"

MEETING DATE: NOVEMBER 7, 2017
(OR NOVEMBER 20)
DEPARTMENT: PARKS, RECREATION, & PUBLIC
FACILITIES
PREPARED BY: RICK MANCHESTER, DIRECTOR
PRESENTED BY: RICK MANCHESTER, DIRECTOR
TINA HOELBELHEINRICH, CHAMBER OF COMMERCE

2018-2020 July 4th Wild West Extravaganza Agreement

Action to be taken

Request that City Council approves street closures and conditions of the agreement.

Summary

1. The Cody Country Chamber of Commerce, is seeking approval to grant the street closures of 9th Street, 10th Street between Beck and Sheridan Avenues; and closing BOTH sides of Beck Avenue between 9th and 10th Streets for food vendors. The approved closure includes a \$25 City Park exclusive use permit. This agreement is requested for street closures starting on, July 1st, at 6:00 PM through 6:00 PM on July 4th. This schedule will apply July 1-4 in 2018 and, in 2019 and 2020.
2. Approve the Mayor to sign and enter into a three year agreement with two additional renewal years with the Chamber of Commerce, to conduct the July 4th Extravaganza at City Park on July 1, 2, 3, and 4 in years 2018--2020.

Conditions of the Agreement—please refer to attachment for agreement details.

FISCAL IMPACT

The promoter is responsible to pay, the City a \$25 vendor permit fee for each vendor, excluding not-for-profit organizations. The promoter will pay 50% of the dumpster charges and an additional \$50 for each vendor requiring electrical use. The promoter is responsible to pay damages caused to the park or street as a result of the festival. The promoter is responsible to pay \$300 for a festival transient merchant license in lieu of each vendor paying their own and individual transient merchant licenses for the event. The transient merchant license covers all vendors of the Extravaganza. The total revenue to the City, excluding dumpster fees is estimated at \$2,000.

ALTERNATIVES

1. Approve a three year agreement for July 2nd - 4th, 2020.
2. Deny the request.

RECOMMENDATION

Approve a three-year agreement with the Chamber of Commerce for the 2015-2017, events.

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

1. Barry Cook, City Administrator
2. Steve Payne, Director Public Works
3. Chuck Baker, Police Chief
4. Tina Hoelbelheinrich, Director Chamber of Commerce

ATTACHMENTS

1. Event Vendor placement map
2. 3-year agreement
3. Agenda Request Form

November 7, 2017

Cody Country Chamber of Commerce
836 Sheridan Avenue
Cody, Wyoming 82414
307-587-2777

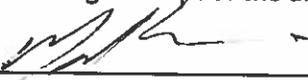
During the November 7, 2017, City Council meeting, City Council approved the street closures of 9th Street and 10th Street between Beck and Sheridan Avenues; and closing both sides of Beck Avenue between 9th and 10th Streets for vendors or vendor parking. The closure includes a City Park exclusive use permit with the following conditions. This agreement has been approved by City Council action to be in effect for 2018, 2019, and 2020 (three years.) The event and site preparation will take place each year on July 1, 2, 3, and 4.

Conditions of the Agreement

The Promoter will:

1. Pay the City 50% of all dumpster charges in City Park area.
2. Pay for any damage caused by vendors or as a result of the WWE festival.
3. Pay any other unforeseen actual costs borne by the City for the event.
4. Provide and pay for portable restroom facilities for participant use during the event.
5. Set up and removal of barricades for the event. The City will provide barricades to the promoter.
6. Pay \$50 fee (or current rate) per vendor for each electrical user during the event.
7. Provide liability insurance naming the City of Cody as co-insured up to one million dollar coverage.
8. All food vendors must obtain a local food permit from the State of Wyoming. Vendors must follow guidelines established by the State of Wyoming Department of Revenue.
9. Vendors are not allowed to camp overnight and must leave adequate room for vehicle passage where applicable. This may require parking vendor vehicles at another location as determined by the Police Department.
10. Report back to City Council the status of the WWE festival before October 1st, 2015. Include in the report number of vendors, number of in-town vendors, type of vendors, etc.
11. The promoter is responsible to pay \$300 for a transient merchant license. The \$300 fee is in lieu of each vendor paying the fee on their own and individually. The promoter is responsible to pay the City a \$25 vendor permit fee (or current rate) for each vendor excluding not-for-profit organizations that are able to show proof of current 501 c (3) status.
12. The City or the promoter may cancel this agreement if written notification is given by either party prior to January 1st, of each contract year.

I acknowledge receipt of the above conditions for the 2015-2017, Wild West Extravaganza and street closures.

11/2/17 
Date Mark Westerling, President,
Cody Country Chamber of Commerce

Date Matt Hall,
City of Cody Mayor

CC: Barry Cook, City Administrator
Steve Payne, Public Works Director
Chuck Baker, Police Chief

MEETING DATE: NOVEMBER 21, 2017
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER
PRESENTED BY: CINDY BAKER,
ADMINISTRATIVE SERVICES OFFICER

AGENDA ITEM SUMMARY REPORT

Request Issuance of a new Restaurant Liquor License

ACTION TO BE TAKEN:

Approve the issuance of a new restaurant licenses to Wyoming Gourmet Experience LLC.

SUMMARY OF INFORMATION:

Wyoming Gourmet Experience LLC dba Il Padrino located at 1244 Sheridan Ave has submitted an application for a new restaurant liquor license. The State of Wyoming Liquor Division has reviewed the application and has responded with no issues or concerns as of this date. If approved license would be issued through July 31, 2018 and applicant would have to renew during the annual renewal process next calendar year.

FISCAL IMPACT

If license is approved, the City will receive a prorated fee in the amount of \$691.66.

ALTERNATIVES

Deny License request.

ATTACHMENTS

1. Application

AGENDA & SUMMARY REPORT TO:

AGENDA ITEM NO. _____

NEW OR TRANSFER LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:	_____	
Trf from:	_____	
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

License Fees Annual Fee: \$ _____ Local License #: _____
 Prorated Fee: \$ 691.46 Date filed with clerk: 11 11 2017
 Transfer Fee: \$ _____ Advertising Dates: (2 Weeks) 11/9 & 11/16
 Publishing Fee: \$ 144.00 Hearing Date: 11 21 2017
 Publishing Fee Direct Billed to Applicant:
 License Term: 11 22 2017 Through 7 31 2018
Month Day Year Month Day Year

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.**

Applicant: WYOMING GOURMET EXPERIENCE INC.
 Trade/Business Name (dba): IL PADRINO
 Building to be licensed/Building Address: 1244 SHERIDAN AVE
Number & Street
CODY WY 82414 PARK
City State Zip County
 Mailing Address: 814 SOUTHFORK ROAD
Number & Street or P.O. Box
CODY WY 82414
City State Zip
 Business Telephone Number: (307) 527-7320 Fax Number: ()
 E-Mail Address: SENSEIODONNELI@GMAIL.COM
 Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
1244 Sheridan Ave, Cody, WY 82414

<p>FILING FOR</p> <input checked="" type="checkbox"/> NEW LICENSE <input type="checkbox"/> TRANSFER OF LOCATION <input type="checkbox"/> TRANSFER OWNERSHIP FORMERLY HELD BY: _____	<p>FILING IN (CHOOSE ONLY ONE)</p> <input type="checkbox"/> CITY OF: <u>Cody</u> <input type="checkbox"/> COUNTY OF: <u>Park</u> <input type="checkbox"/> ASSIGNMENT LETTER ATTACHED	<p>FILING AS (CHOOSE ONLY ONE)</p> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LP/LLP <input type="checkbox"/> LLC <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> LTD PARTNERSHIP <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> OTHER _____
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TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR) <input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE) <input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	<input checked="" type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	<input type="checkbox"/> MICROBREWERY <input type="checkbox"/> WINERY <input type="checkbox"/> DISTILLERY SATELLITE <input type="checkbox"/> WINERY SATELLITE <input type="checkbox"/> COUNTY RETAIL or SPECIAL MALT BEVERAGE PERMIT SPECIAL DESIGNATIONS <input type="checkbox"/> CONVENTION FACILITY <input type="checkbox"/> CIVIC CENTER/EVENT CENTER/PUBLIC AUDITORIUM <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> GUEST RANCH <input type="checkbox"/> RESORT
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To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

<input checked="" type="checkbox"/> FULL TIME (e.g. Jan through Dec) (specify months of operation) from <u>January</u> to <u>December</u>	<input type="checkbox"/> SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____	<input type="checkbox"/> NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____
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ALL APPLICANTS MUST COMPLETE QUESTIONS 1-6

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

(1) OWN the licensed building? YES (own)

(2) LEASE the licensed building? (Lease must be through the term of the liquor license) YES (lease)

If Yes, please submit a copy of the lease and indicate:

(A) When the lease expires, located on page 1 paragraph 3 of lease.

(B) Where the Sales provision for alcoholic or malt beverages is located, on page 1 paragraph 2 of lease.
 (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601 (b) YES NO
3. 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 there within:

4. 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: _____

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

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	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"/>

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

6. 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 the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
STEPHEN P. O'DONNELL SR.				1	0	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
SUE JEAN O'DONNELL				1	100	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>
						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)

7. BAR AND GRILL LICENSE:

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

8. RESTAURANT LICENSE:

(a) Give a description of the dispensing room(s) and state where it is located in the building. W.S. 12-4-408 (b) (e.g. 10 x 12 room in SE corner of building): 6'x15' on west side of building

(b) Have you submitted a valid food service permit or application? W.S. 12-4-407 (a) YES NO

(c) Have you attached a drawing of the establishment that includes the restaurant dispensing room(s)? W.S. 12-4-410 (f) YES NO

9. RESORT LICENSE:

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 not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) YES NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

10. MICROBREWERY LICENSE:

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 WINERY

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

(c) Do you distribute your products through an existing malt beverage wholesaler? W.S. 12-2-201(g)(i) (Requires authorization to sell license with the Liquor Division) YES NO

11. WINERY LICENSE:

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

12. LIMITED RETAIL (CLUB) LICENSE:

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

13. LIMITED RETAIL (CLUB) LICENSE:

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

14. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

(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

(c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? YES NO

1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) YES NO

2. If Yes, have you submitted a copy of the food and beverage contract/lease? YES NO

15. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (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 this application? 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? (Petition Attached) YES NO

REQUIRED ATTACHMENTS:

- A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102 (a) (vi).
- Restaurants: include a drawing of the establishment that includes the dispensing room(s) W.S. 12-4-410 (f).
- Attach any lease agreements (especially for resort/political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a) (iii)/ W.S. 12-4-403(b)/W.S. 12-4-301(e).
- 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).

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)

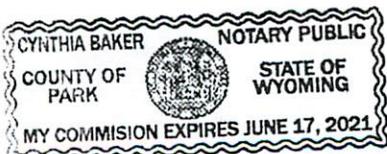
Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Park)

Signed and sworn to before me on this 1st day of November,

20 17 that the facts alleged in the foregoing instrument are true by the following:

- | | | | |
|----|-------------|----------------------------------|------------------|
| 1) | | <u>STEPHEN P. O'DONNELL SR</u> ✓ | <u>PRESIDENT</u> |
| | (Signature) | (Printed Name) | Title |
| 2) | | <u>See Sean O'Donnell</u> ✓ | <u>owner</u> |
| | (Signature) | (Printed Name) | Title |
| 3) | _____ | _____ | _____ |
| | (Signature) | (Printed Name) | Title |
| 4) | _____ | _____ | _____ |
| | (Signature) | (Printed Name) | Title |
| 5) | _____ | _____ | _____ |
| | (Signature) | (Printed Name) | Title |
| 6) | _____ | _____ | _____ |
| | (Signature) | (Printed Name) | Title |



Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 10/17/2021

LEASE AGREEMENT

This Agreement ("this Agreement") is made and entered into as of the 1st day of November, 2017, by and between Keith J. Neville II, Trustee of the Keith J. Neville II Living Trust dated November 5, 1997 of 2408 Ina Avenue, Cody, Wyoming 82414 ("Neville"), and Wyoming Gourmet Experience, Inc. and Stephen P. O'Donnell and Sue Jean O'Donnell, all jointly and severally (collectively, "O'Donnell"), of 1244 Sheridan Avenue, Cody, WY 82414.

WITNESSETH:

It is hereby mutually agreed as follows:

1. **Premises.** In consideration of the payment of rents and the keeping of the covenants and agreements hereinafter set forth to be kept by O'Donnell, Neville hereby leases to O'Donnell the "Premises" located at 1244 Sheridan Avenue, Cody, WY 82414 (the "Property"). O'Donnell will be using the property to operate O'Donnell's restaurant, and is specifically permitted to serve alcohol on the Premises.

2. **Term.** The term of this Lease shall run for a period of sixty-five (65) months from November 1, 2017 through March 31, 2023. In the event Neville and O'Donnell are unable to mutually agree upon the terms of any subsequent renewal of this Agreement, this lease shall expire upon the terms and conditions contained herein.

3. **Lessee's Covenants.** O'Donnell, in consideration of the leasing of said Premises as above-described, covenants and agrees as follows:

- a) To pay the rent for said Premises at the time hereinabove provided.
- b) To maintain the *entirety* of the demised Premises (including the metal awning frame that is the property of Neville), including all major and minor repairs necessary for the maintenance thereof which are required to maintain and keep all of the same in as good condition as now exists as of the commencement of the date of this Agreement, normal wear and tear excepted. Such maintenance and repair includes, *without limitation*, water and sewer lines, gas and electrical systems, windows, walls, floors, ceilings, heating and air conditioning systems, roof, etc. Tenant shall keep sidewalks on the Premises clear of snow, ice, and debris.
- c) To maintain at all times during the term of this Agreement public liability insurance, which provides for limitations of not less than One Million Dollars (\$1,000,000.00) for injury or death to any one person and not less than One Million Dollars (\$1,000,000.00) for injury or death occurring to more than one person as the result of one accident. Such insurance policies shall be in the form commonly known as "Comprehensive General Liability." The liability insurance policy or policies required under the terms of this Agreement shall name both Neville and O'Donnell as insureds.

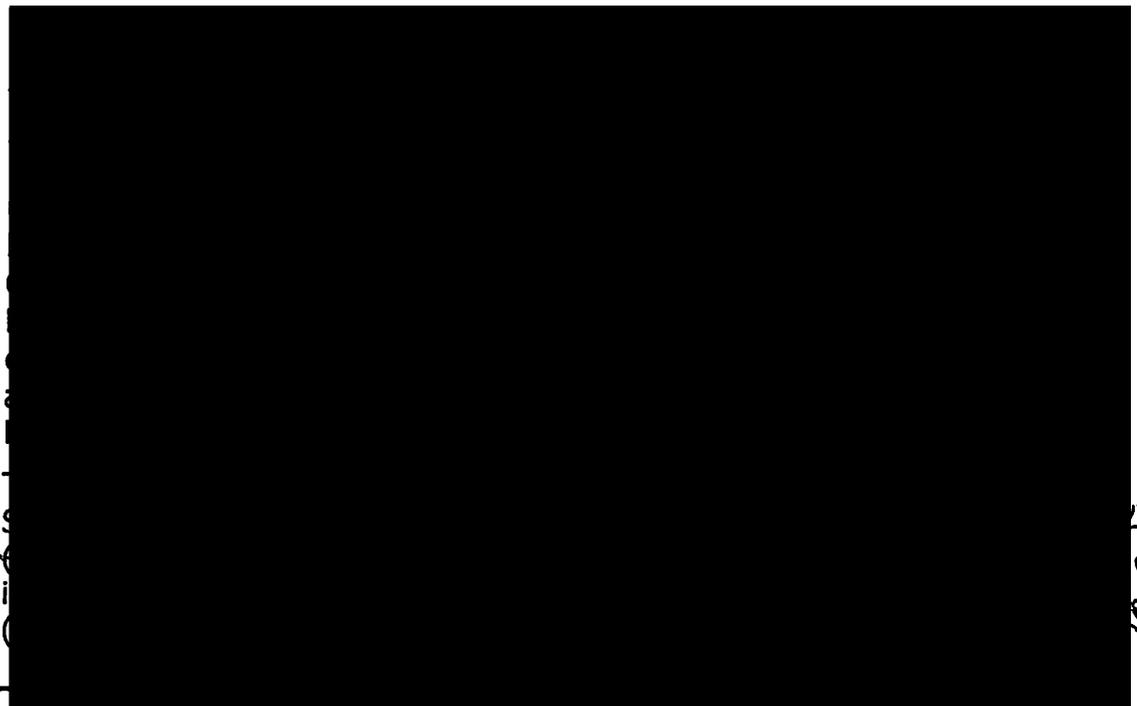
- d) Not to sublet or sublease any part of the Premises or assign this lease or any interest hereunder without the written consent of NeVille first being had and obtained.
- e) To use the Premises only for the purposes of a restaurant and not use the Premises for any unlawful purposes.
- f) To keep the Premises clean and in a sanitary condition.
- g) To neither permit nor suffer the Premises to be used for any purposes that would render fire insurance void or insurance risks more hazardous or to make any alterations or structural changes in, upon or about said Premises without obtaining written consent of NeVille, which consent shall not be unreasonably withheld.
- h) To permit NeVille or NeVille's agent at any reasonable hour of the day to enter said Premises for the purpose of inspecting or repairing the same. In the event of emergency, NeVille may enter the leased Premises without notice. NeVille shall in all instances endeavor to obtain proper advance notice of any inspections and/or repairs.
- i) To provide all normal utilities, including telephone, water, electricity, heat and sewer, to heat the Premises and to otherwise protect them from the elements.

4. Lessor's Covenants. NeVille further covenants and agrees as follows:

- a) To pay the real property taxes assessed and levied against the Property as the same become due and payable.
- b) To keep the Property insured against loss from fire and other hazards in an amount sufficient to insure replacement or reconstruction of the Premises in the event of a loss because of the perils insured against.

5. Lease Payments. Rental for the Premises for said term shall be as follows:

a)



b)

c)

6. Destruction of Premises. O'Donnell shall not be relieved of the obligation to pay rent during the term of this Agreement. If the Premises become untenable or are destroyed by fire, explosion, wind, tornado, other acts of God, or for any reason whatsoever, O'Donnell shall not be relieved of the obligation to pay rent. O'Donnell is encouraged to obtain business interruption insurance. In the event of any such damage occurs, NeVille shall endeavor to repair and restore the Premises as soon as practicable, and NeVille shall commence and diligently pursue such restoration within ten (10) days following such destruction.

7. Expiration. On expiration of the term of this Agreement, or at a sooner termination thereof, O'Donnell shall remove any or all of the furnishings, fixtures, equipment, personalty or inventory of O'Donnell placed on the Premises, except for those fixtures which are attached to and have become part of the Property.

8. Default. In the event of any failure of O'Donnell to pay any rental or other sums when due hereunder, or O'Donnell's default in performing any of the other terms, conditions or covenants of this Agreement for more than five (5) days after written notice of such default shall have been given to O'Donnell or, if O'Donnell shall suffer this Agreement to be taken under any writ of execution, then NeVille—besides other rights or remedies NeVille may have—shall have the immediate right to terminate this Agreement, or re-enter and attempt to re-let the Premises without terminating this Agreement, and remove all persons and personal property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of O'Donnell, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. NeVille shall not be required to remove any property, personal or otherwise, whether such property is NeVille's or O'Donnell's, from the Premises.

If NeVille, without terminating this Agreement—

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

—then NeVille may undertake such renovation activities and/or necessary repairs as may be needed in order to re-let the Premises or any part thereof for such term or terms, at such rental amount and upon such other terms and conditions as NeVille in NeVille's sole discretion may deem advisable. Upon such re-letting, all rentals received by NeVille from such re-letting shall be applied:

- a) First, to the payment of any indebtedness other than rent due hereunder from O'Donnell to NeVille, including but not limited to the costs, expenses and legal fees necessary to re-enter the Premises;

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

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

9. Signage. O'Donnell may display any and all advertising signs deemed necessary on the leased Premises, provided the City of Cody and Neville have given prior written approval for the design and location of such signs. All damages caused by the removal of signs, as well as the removal of signs, shall be at the sole cost and expense of O'Donnell.

10. Subordination. This Agreement and all rights of O'Donnell hereunder shall be subject and subordinate to the lien of any and all Mortgages that may now or hereafter affect the Premises and to any and all renewals, modifications or extensions of any such Mortgages. O'Donnell shall on demand execute, acknowledge and deliver to Neville, without expense to Neville, any and all instruments that may be necessary or proper to subordinate this Agreement and all rights therein to the lien of any such mortgage.

11. Reserved.

12. Option to Purchase. Neville hereby irrevocably grants to O'Donnell an exclusive option to purchase the Property (the "Option") upon and subject to the terms and conditions as are herein contained.

b) Option. O'Donnell shall further have an exclusive option and right to purchase the Property (the "Option") at a purchase price of Four Hundred Fifty Thousand Dollars (\$450,000.00) during the term of this Agreement.

i) Notice of Option. O'Donnell may elect to exercise the Option at any time during the Lease Agreement referenced above by delivering to Neville a written

notice of such exercise, provided that O'Donnell is not in default of the terms of the Lease.

- ii) Title. If O'Donnell exercises this Option, then the parties agree to execute a Purchase Contract setting forth the time frame within which NeVille shall deliver a general Warranty Deed conveying merchantable title in the Property to O'Donnell—said time frame not to exceed sixty (60) days—subject only to general taxes for the year of closing, local improvement districts, building and zoning regulations, county and state subdivision and zoning laws, easements, restrictive covenants, and other reservations of record. Within ten (10) days following the parties' exercise of such Purchase Contract, NeVille shall furnish—at NeVille's sole expense—a current commitment for an Owner's title insurance policy in an amount equal to the purchase price set forth above, showing merchantable title to the Property in NeVille.
- iii) Closing and Possession. The Purchase Contract referenced above shall reflect that O'Donnell shall pay the following closing costs in cash no later than at closing—
 - (1) Recording fees for the Warranty Deed;
 - (2) One-half (1/2) of the closing agent's fee;
 - (3) Any attorney fees incurred by O'Donnell——and that NeVille shall pay the following closing costs in cash no later than at closing:
 - (4) Recording fees for the release of any lien, judgment or other encumbrance affecting the Property;
 - (5) The cost associated with any title insurance to be provided by NeVille;
 - (6) One-half (1/2) of the closing agent's fee; and
 - (7) Any attorney fees incurred by NeVille.

General taxes for the year of closing shall be based on the most recent assessment and shall be apportioned through the date of closing

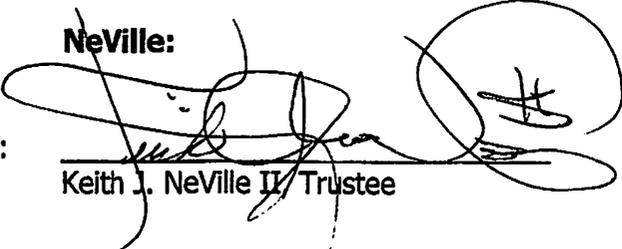
13. Miscellaneous.

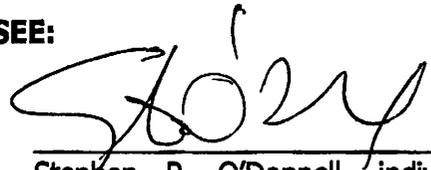
- a) Nothing contained in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture or any association whatsoever between NeVille and O'Donnell.
- b) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wyoming. The proper venue for any action brought under the terms or

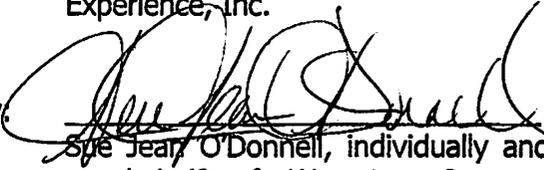
arising through the terms of this Agreement shall be Park County, Wyoming.

- c) This Agreement constitutes the entire agreement between the parties, and any agreement hereafter made shall not be effective to change, modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by the party against whom enforcement of the change, modification or discharge is sought.
- d) The covenants of this lease shall extend to and be binding upon the heirs and assigns of Neville and the successors and assigns of O'Donnell.
- e) This lease is made by and between the parties hereto with the express understanding and agreement that, in the event O'Donnell becomes insolvent or is declared bankrupt, then in either event Neville may declare this lease terminated, and all rights of O'Donnell hereunder shall thereupon terminate and cease.
- f) No consent, express or implied, to any breach of any one of the covenants or agreements herein contained shall be deemed or taken to be a waiver as to any other or succeeding breach.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Neville:
By: 
Keith J. Neville II, Trustee

LESSEE:
By: 
Stephen P. O'Donnell, individually and on behalf of Wyoming Gourmet Experience, Inc.

By: 
Sue Jean O'Donnell, individually and on behalf of Wyoming Gourmet Experience, Inc.

Financial Condition and Stability Statement

Wyoming Gourmet Experience Inc. and its shareholder's and officers are in good and stable financial condition with no pending adverse actions, judgements or liens

A handwritten signature in black ink, appearing to read "SPO", written over a horizontal line.

Stephen P. O'Donnell Sr., President

A handwritten signature in black ink, appearing to read "Sue Jean O'Donnell", written over a horizontal line.

Sue Jean O'Donnell, Owner

SOUTH

DINING ROOM

KITCHEN

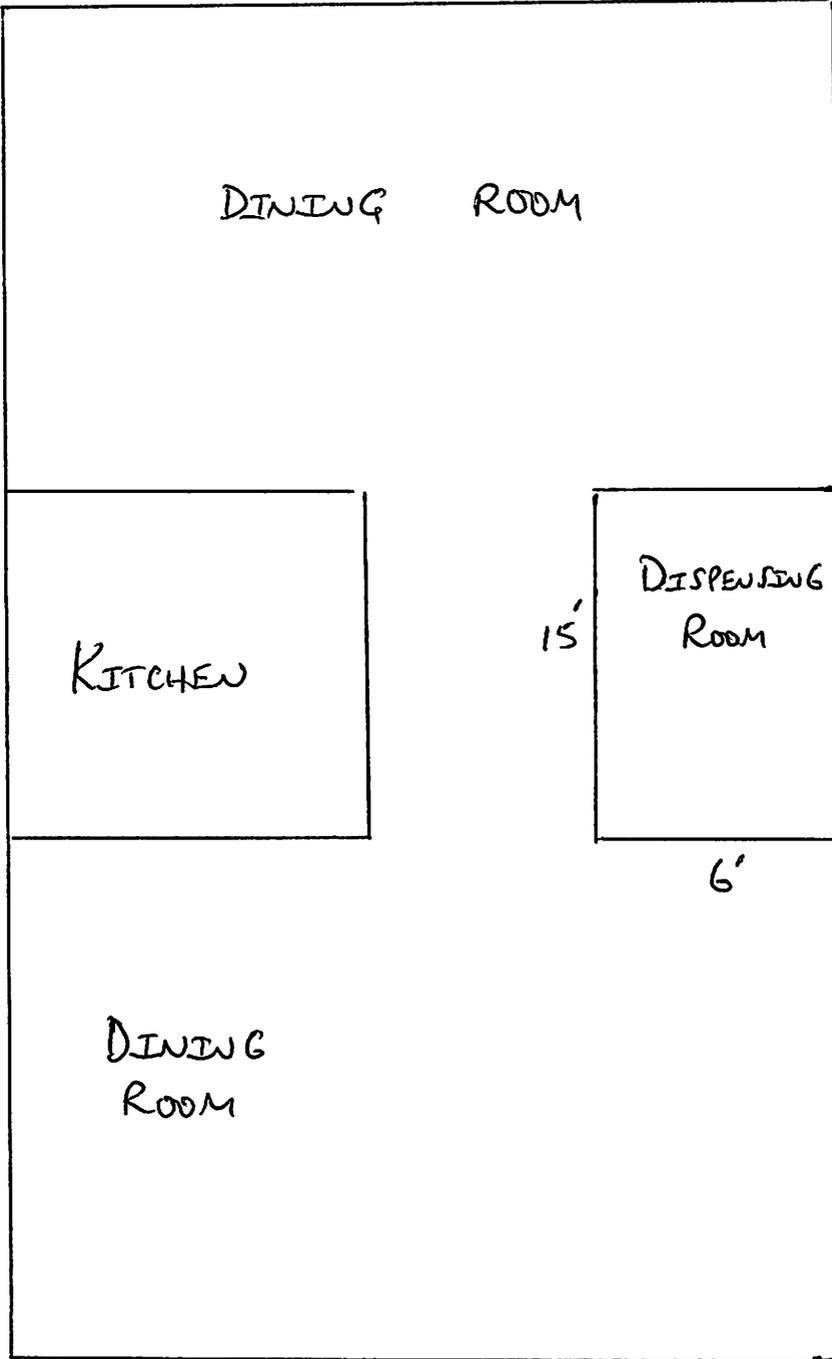
15'

DISPENSING ROOM

6'

DINING ROOM

NORTH



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

Publicly 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:

STEPHEN P. O'DONNELLI

Individual Name:

SUE JEAN O'DONNELLI

Date:

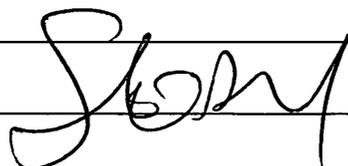
11/1/2017

Date

Offense

_____ NONE _____

Signature: _____



MEETING DATE: NOVEMBER 21, 2017
DEPARTMENT: PARKS AND RECREATION
PREPARED BY: CKATS MARLENE STEWART
AND BRYAN MIKENZIE
PRESENTED BY: RICK MANCHESTER



CKats advertising and fundraising Hang Sponsor Banners at Paul Stock Pool/Natatorium

ACTION TO BE TAKEN

Motion and approve the CKats selling and hanging sponsor banners at the Cody Recreation and Aquatic center.

SUMMARY OF INFORMATION

The City will collect a vendor fee for 20% of the banner sales. The banners will be sold for \$200-\$500 per season. Other sports in Cody hang banners. Examples include youth baseball, softball, and tournaments. This could serve as a pilot program that we can test, the banners for complaints. The banners could be hung from December through July and removed during cleaning week in August.

FISCAL IMPACT

Revenue options for the City Council to consider include an 80/20 split, \$25 vendor permit, or no charge. The revenue collected is not certain at this point.

ALTERNATIVES

1. Allow the CKats to sell advertising and install sponsor banners.
2. Allow sponsors to hang banners in the pool area.
3. Do not allow in the facility.
4. Do not charge a fee for any of the options listed.
5. Other City Council options

ATTACHMENTS

1. CKats Agenda Request form
2. Sample pictures from Powell
3. Sponsorship Form

AGENDA & SUMMARY REPORT TO

1. Bryan McKenzie, CKats lazymacattack@hotmail.com
2. Marlene Stewart, CKats
3. Jenni Phillips, Aquatic Supervisor

AGENDA ITEM NO. _____



CKATS USA Swimming Program Annual Sponsorship Form



Sponsorship Invoice:

Sponsor Name: _____

Contact Name: _____

Address: _____

Contact Phone Number: _____

We need a DIGITAL file of your logo / company name sent to store2394@theupsstore.com
in order to print your sponsorship banner!

Banner Sponsorship Sizes & Prices:

The UPS Store in Cody will be printing all sponsorship banners. These banners will hang in the Rec Center around the pool area to show off all of our wonderful sponsors!

Size:	Price:
2 Ft. x 2 Ft.	\$200.00
2 Ft. x 3 Ft.	\$250.00
2.5 Ft. x 3.5 Ft.	\$300.00

Corporate Sponsorship: Starting Block Placement \$500.00 (8 Available)

All proceeds benefit the CKATS (Cody Kountry Aquatics Team) as well as support our Annual Polar Bear Splash! We thank you for your generous donations!

Please mail payment to:

CKATs

PO Box 1041

Cody, Wyoming 82414

Any questions please email us at CodyKountryAquaticTeam@gmail.com or
Call Chris Bosshardt at (406) 552-5082

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 Bryan McKenzie or Markena Stewart

Organization Represented CKAT's

Date you wish to appear before the Council _____

Mailing Address PO Box 1041, Cody WY Telephone 307-272-8419

E-Mail Address _____

Preferred form of contact: Telephone 272-8419 E-Mail lazymacattack@hotmail.com

Names of all individuals who will speak on this topic _____

Event Title (if applicable) _____

Date(s) of Event (if applicable) December through July

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) CKAT's would like the council's permission to have sponsor banners in the pool area during our swim season. We have talked with Rick Manchester and agreed to do a 50/50 split w/ the City of Cody. Attached is our ~~app~~ sponsor application

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

Signature  Date 11-8-17



Powell
11/14/17



Summary of the Wyoming Smart Capital Network History and Purpose

- To create jobs by helping businesses access capital.
- Funded by the U.S. Department of Treasury as part of the SSBCI program through the Small Business Jobs Act of 2010.
- Manage \$13.2 million debt and equity fund.
- Formed in 2012 by a coalition of 17 Wyoming municipalities who joined together to bring this capital resource to their communities.
- Spur economic development and growth.
- Leverage private capital.
- Diversify Wyoming's economy

Cumulative Summary of Accomplishments April 2013 – September 2017

Established two new development finance programs in Wyoming:

Collateral Loan Support Program

- 86 projects funded in Collateral Support Program
- Loans made in 12 of 17 municipalities
- Partnered with 13 lending institutions
- Employed \$15,220,125 of collateral support funds
- Leveraged a total of \$70,334,853 in debt investment in WY businesses
- A ratio of 4.62 to 1 (for every dollar deployed by WSCN, \$4.62 was invested by lending institutions in Wyoming businesses)
- Projected to create 300 full-time and 220 part-time jobs for Wyoming citizens, which translates into approximately \$11.9 million in annual wages.
- One loss to date of \$50,000, with additional project in bankruptcy/workout.

Seed Capital Program

- Funded one project with a satisfactory exit



October 30, 2017

Dear Consortium Municipalities:

In 2010, the Small Business Jobs Act was passed by Congress which implemented and created the State Small Business Credit Initiative (SSBCI) through US Treasury. The SSBCI program has allocated more than \$13 million dollars to Wyoming for economic development efforts to spur and create jobs in Wyoming.

Under the leadership of the City of Laramie, there were 17 Wyoming municipalities who banded together to bring this money into Wyoming's economy: Casper, Cheyenne, Cody, Douglas, Edgerton, Gillette, Green River, Hanna, Hartville, Laramie, Midwest, Pine Bluffs, Powell, Rawlins, Rock Springs, Sundance and Wheatland.

The SSBCI program has been implemented in these 17 communities by Wyoming Smart Capital Network (WSCN). A summary of the Wyoming Smart Capital Network is enclosed. The program has been a huge success, deploying all of the monies received from Treasury into Wyoming business and jobs. Our Wyoming SSBCI/WSCN program is an evergreen fund, which means the monies will continue to be recycled and reused for more business and to create more jobs indefinitely. The Services Agreement between WSCN and each of the participating municipalities remains in effect until there are no more monies to recycle and deploy. In 2017, US Treasury's formal role and oversight of this program ceases. Thus, we now have the opportunity to consider improvements and changes to the program that best fit Wyoming.

The Consortium Board, or the designees from each of the 17 municipalities, have met and propose recommendations and actions for your governing body to consider. Attached are five resolutions which we have drafted and request your governing body consider and take official action on prior to December 1, 2017. Enclosed is an Amendment to the Services Agreement for your governing body to execute as well. For your convenience, we have attached Word documents for the Resolution and Amendment to the Services Agreement.

Thank you for your partnership and participation over the past 5 years. It is exciting to reflect on the impact and jobs this program has made. We have been able to support over 80 projects and have helped create over 500 full-time and part-time jobs in Wyoming. We look forward to watching the program continue, grow and serve your community.

Sincerely,

WSCN and Consortium Board

AMENDMENT TO SERVICES AGREEMENT

This Amendment to Services Agreement (this "*Amendment*"), dated as of October 1, 2017, to be effective as of December 3, 2017 (the "*Effective Date*") is entered into by and among the City of Laramie, Wyoming (the "*Lead City*"), and the other Wyoming municipalities signatory hereto (the Lead City, together with the other Wyoming municipalities signatory hereto, each a "*Participating Municipality*", and collectively, the "*Participating Municipalities*"), Wyoming Smart Capital Network, LLC, a Wyoming limited liability company ("*WSCN*"), and Development Capital Networks, LLC, a Delaware limited liability company ("*DCN*"). The Participating Municipalities, WSCN and DCN are referred to herein as the "*Parties*" and each individually as a "*Party*."

RECITALS

A. The Parties and certain other Wyoming municipalities entered into a Services Agreement dated as of December 4, 2012 (the "*Services Agreement*"), pursuant to which the Participating Municipalities engaged WSCN to administer certain aspects of the Approved Municipal Programs (as defined in the Allocation Agreement and further referred to below) on behalf of the Participating Municipalities and to deploy all Allocated Funds (as defined in the Allocation Agreement) in accordance of the terms and conditions of the Allocation Agreement and the Services Agreement for purposes of advancing economic development in Wyoming. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings assigned to them in the Services Agreement.

B. The Services Agreement was entered into in connection with an allocation of funds from the United States Department of Treasury ("*Treasury*") by and through the 2010 Small Business Jobs Act and the State Small Business Credit Initiative ("*SSBCI*") to the Participating Municipalities pursuant to an Allocation Agreement for Participating Municipalities dated as of December 4, 2012 (the "*Allocation Agreement*"), between Treasury and the Participating Municipalities.

C. All disbursements from Treasury pursuant to the Allocation Agreement have been made, and to date, the Approved Municipal Programs have resulted in support for over eighty projects that have helped create over 500 full-time and part-time jobs.

D. On the Effective Date, (i) all of the terms of the Allocation Agreement regarding reporting and expenditures of funds will terminate with *Treasury*, and (ii) the Cooperative Agreement among the Participating Municipalities will also terminate.

E. The Parties desire to enter into this Amendment in order to provide for the continuation of the Approved Municipal Programs and to modify certain provisions of the Services Agreement from and after the Effective Date.

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements hereinafter set forth, the Parties hereby agree to amend the Services Agreement as follows:

1. ADMINISTRATION OF APPROVED PROGRAMS BY WSCN.

1.1 Programs Funds. As used in this Amendment, the term “Program Funds” shall mean (a) all funds held by WSCN as of the Effective Date that were disbursed by Treasury under the Allocation Agreement, and (b) all funds received or held by WSCN at any time on or after the Effective Date as a result of returns of and returns on investments, interest and fees earned on loans, and repayments of loans. From and after the Effective Date, all references in the Services Agreement to the “Allocated Funds” shall be deemed references to “Program Funds” (as herein defined). The Parties reaffirm that WSCN is to operate as a perpetual fund until all Program Funds have been invested in Approved Programs (as hereinafter defined) and ultimately exhausted and that the Program Funds are intended only for this purpose and are not to be returned to or made available to any of the Participating Municipalities for alternative purposes. This provision shall survive termination of the Services Agreement and any amendments thereto.

1.2 Approved Programs. From and after the Effective Date, (a) WSCN shall be authorized to loan and/or invest Program Funds in any of the programs described below for purposes of economic development (hereinafter collectively referred to as the “Approved Programs”), and (b) all references in the Services Agreement to the “Approved Municipal Programs” shall be deemed references to the “Approved Programs” (as herein defined). The provisions of this Paragraph 2.1 shall supersede any conflicting provisions set forth in Section 2.2 of the Services Agreement.

1.2.1 Credit Guaranty Program. With its Credit Guaranty Program (“CGP”) WSCN may extend guarantees to lenders to support loans to qualifying small businesses on a loan by loan basis. A guaranty may be a general obligation of WSCN or secured by a Certificate of Deposit or other assets of WSCN. WSCN may also participate in loans made by lenders, purchase loans, or make loans directly to qualifying small businesses on a loan by loan basis. A loan may be *pari passu*, senior or subordinate to other lenders. WSCN may adopt rules to guide the CGP. The Managers shall report these rules and any changes in the rules to the **Council**, as defined further herein.

1.2.2 Seed Capital Network Program. With its Seed Capital Network Program (the “SCNP”), WSCN may invest in funds to support investment in qualifying small businesses. An investment may be in the form of an interest purchased in a fund, such as a limited partner interest or an LLC member interest. A commitment to a fund may be *pari passu*, preferred or subordinate to other investors. WSCN may also invest directly in qualifying small businesses. An investment may be in the form of a debt or equity or royalty interest purchased in a company or an intermediary that invests in a company. A commitment will typically be in participation with other investors and may be *pari passu*, preferred or subordinate to such investors. WSCN may adopt rules to guide the SCNP. The Managers shall report these rules and any changes in the rules to the **Council**, as defined further herein.

1.2.3 Jurisdictional Boundaries of Approved Programs. The Approved Programs shall focus on supporting projects that advance economic development within the following Wyoming counties: Albany, Campbell, Carbon, Converse, Crook, Laramie, Natrona, Park, Platte, and Sweetwater (hereinafter defined the “Service Area”).

1.3 References to Allocation Agreement. From and after the Effective Date, (i) the rights, duties and obligations of WSCN shall be limited to those set forth in the Services Agreement, as amended by this Amendment, (ii) all references to duties or obligations of any Party arising under the Allocation Agreement shall be of no further force and respect, and (iii) Section 1.3 of the Services Agreement shall be deleted.

2. COMPENSATION. From and after the Effective Date, the first two sentences of Section 2.3 of the Services Agreement shall be consolidated into a single sentence reading as follows:

WSCN may pay compensation to its fund and program managers and may reimburse its fund and program managers for expenses incurred, all in accordance with the fee and expense schedule set forth in Exhibit I.

Further, Exhibit 1 to the Services Agreement shall be amended to permit for WSCN’s annual fee to its Managers to be a flat fee, adjusted at the beginning of a calendar year for changes in the prior year to the Consumer Price Index, which amount shall be invoiced in equal monthly parts in advance by DCN and paid when due.

3. ADVISORY COUNCIL. A new Section 13, and any subparts, is hereby added to the Services Agreement, reading as follows:

Section 13. Advisory Council. There shall be an Advisory Council to WSCN (“*Council*” with various roles and responsibilities to review and advise WSCN as to further implementation and compliance of the intended use of the Program Funds and the Approved Programs.

Section 13.1 Composition of the *Council*. Initially, the *Council* shall consist of the Authorized Municipal Official or his/her designee of the Lead City and six (6) Authorized Municipal Officials or their designees of six (6) other Participating Municipalities, who shall be elected by a majority of a quorum of the seventeen (17) Participating Municipalities. The Authorized Municipal Official of the Lead City, or his/her designee shall initially serve as the Chair of the *Council*. A majority of the members of the *Council* shall constitute a quorum, and a majority of the quorum is authorized to conduct business or take action on behalf of the *Council*.

Section 13.2 Responsibilities of the *Council*. The *Council*’s primary responsibilities shall be:

- i. To determine terms, election procedures and other matters necessary to future composition of the *Council*. The *Council* shall elect its replacement members.
- ii. To establish regular meetings, special meetings and meeting protocol, as a *Council* and with WSCN.
- iii. To report as necessary to the other Participating Municipalities.
- iv. To establish meetings and protocol for taking actions on behalf of the *Council*.
- v. To develop and establish a conflicts of interest policy for *Council* members.
- vi. To select the annual financial auditor for the Program Funds, together with the concurrence of WSCN,
- vii. To select the transaction compliance reviewer for the Program Funds, together with the concurrence of WSCN,
- viii. To advise WSCN on rules and proposed changes to rules for the Approved Programs,
- ix. To establish criteria for projects that may be located outside of the Service Area, however provide economic development advancements to the Service Area, and thus to consider and/or approve or deny WSCN's participation in said projects,
- x. To establish criteria to consider and approve or deny proposals or requests from new Wyoming municipalities, counties and/or organizations who desire to become actively involved in the Approved Programs which in turn enable WSCN to better serve Wyoming, the Service Area and its economic development efforts,
- xi. To receive reports from the WSCN, including reports of possible conflicts of interest,
- xii. To consider waiver requests for any contracted obligation of the Manager or WSCN on behalf of all Participating Municipalities,
- xiii. To advise WSCN on any other matters brought by the Managers, and
- xiv. To establish other bylaws, policies or rules as deemed necessary by the *Council* to better govern and manage the Council's affairs and operations.

Section 13.3 Limitation on Liability. No Authorized Municipal Official, his/her designee or member of *Council* shall be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the performance of their duties as members of the *Council*. Additionally, the Participating Municipalities do not waive their governmental immunities as defined by Wyoming law.

4. EFFECTIVENESS AND EXECUTION. This Amendment shall be effective as of the Effective Date and shall be effective as between WSCN and the Participating Municipalities that execute and deliver a counterpart of this Amendment prior to the Effective Date. The terms of this Amendment shall be incorporated into and form a part of the Services Agreement. Except as amended, modified and supplemented by this Amendment, the Services Agreement shall continue in full force and effect in accordance with its original stated terms, all of which are hereby reaffirmed in every respect as of the date hereof. This Amendment may be executed in any number of multiple counterparts, all of which taken together shall constitute one and the same instrument. Delivery by any party of an executed counterpart of a signature page to this Amendment by telecopier, facsimile or portable document format (pdf) shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written, effective as of the Effective Date.

Wyoming Smart Capital Network, LLC

By: _____

Name: _____

Title: _____

Development Capital Networks, LLC

By: _____

Name: _____

Title: _____

[Names of Municipalities need to be filled in.]

City of _____, Wyoming

By: _____

Name: _____

Title: _____

RESOLUTION NO. 2017-15

**A RESOLUTION CONCERNING CONTINUED MEMBERSHIP
IN THE SSBCI/WSCN PROGRAM, SUPPORTING
EXPANDED JURISDICTIONAL BOUNDARIES, SUPPORTING
FORMATION OF AN ADVISORY COUNCIL, SUPPORTING
IMPROVEMENT AND CHANGES TO THE PROGRAM AND
AUTHORIZING EXECUTION OF AN AMENDED SERVICE
AGREEMENT DATED OCTOBER 1, 2017**

WHEREAS, the City of Cody, has participated in the State Small Business Credit Initiative Program of the Department of Treasury, also known as SSBCI/WSCN program and hereby supports and adopts the following resolutions.

BE IT RESOLVED by the governing body of the City of Cody, Wyoming, as follows:

1. We, the governing body of the City of Cody, Wyoming, do hereby resolve and desire to maintain and continue as a member of the SSBCI/WSCN program.

2. We, the governing body of the City of Cody, Wyoming, do hereby resolve and desire that the SSBCI/WSCN program jurisdiction and geographic boundaries be expanded from the 17 municipal boundaries to consist and include the jurisdiction of the complete county of each of the participating municipalities.

3. We, the governing body of the City of Cody, Wyoming, do hereby resolve and desire that an Advisory Council be created by and through an amendment to our Services Agreement with WSCN which will coordinate our guidance and oversight of the SSBCI program similar to our existing participation in the Consortium Board but with greater flexibility. We hereby further resolve to authorize our Mayor and City Clerk to execute and sign the Amendment to the Services Agreement dated October 1, 2017.

4. We, the governing body of the City of Cody, Wyoming, do hereby resolve and desire that the SSBCI/WSCN program and rules adopt and include improvements and changes, specifically to the Credit Guaranty Program and the Seed Capital Network Program as described in the Amendment to the Services Agreement dated October 1, 2017. We hereby further resolve to authorize our Mayor and City Clerk to execute and sign the Amendment to the Services Agreement dated October 1, 2017.

5. We, the governing body of the City of Cody, Wyoming, do hereby resolve and desire that the SSBCI/WSCN program and rules retain the majority of the US Treasury program rules currently in place as modified by WSCN. We hereby further resolve to authorize our Mayor and City Clerk to execute and sign the Amendment to the Services Agreement dated October 1, 2017.

PASSED, APPROVED AND ADOPTED this ____ day of November, 2017.

CITY OF CODY, WYOMING

Matt Hall, Mayor

ATTEST:

Cynthia D. Baker,
Administrative Director