

City of Cody City Council - REVISED

May 15, 2018

(Pre-Meeting to begin at 6:45 p.m. – to Review Meeting Agenda)

Regular Meeting 7:00 p.m.

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

Meeting Called to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Mayor's Recognitions and Announcements

Proclamation – National Police Week 2018

Electric Division – Safety Award

1. Consent Calendar

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

- a. Approval of Minutes: Regular Minutes from May 1, 2018, Special Work Session Minutes from May 8, 2018.
- b. Approve Vouchers and Payroll in the amount of \$1,313,086.70.
- c. Approve Vouchers for purchases made with the Specific Purpose Option Tax in the amount of \$615.70.
- d. Authorize the Mayor to sign a letter designating Leslie Brumage, Finance Office as the authorized entity administrator for the City of Cody in the System for Award Management (SAM) program.
- e. Authorize the Mayor to enter into and sign a Cooperative Agreement between Wyoming Department of Transportation and the City of Cody as it relates to participation in the funding and preparation of a Reconnaissance report for the federally funded WYDOT administered Surface Transportation Urban Program – location for a study to be made of Cougar Ave between Freedom Street and US 14A, contingent upon review and approval by the City Attorney.
- f. Authorize the Mayor to sign and enter into an agreement with the City of Cody and Red Canyon River Trips (RCRT) to utilize the City owned Public Right of Way located on the north side of Beck Ave next to 12th Street for the purpose of parking the motor vehicles and associated trailers in conjunction with the RCRT business.
- g. Approve Change Orders 1 and 2 from Harris Trucking and Construction for the Wastewater Treatment facility Phase 1 project and authorize the Mayor to sign the final pay estimate and change orders. Change Orders result in an overall reduction to the project in the amount of \$2,045.24.
- h. Authorize the Mayor to enter into and sign a Memorandum of Understanding – Professional Services Agreement between the City of Cody and Park County as it relates to the Law Enforcement Center.

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

3. Public Hearing

a. A Public Hearing to consider if it is in the public's interest to issue a new Microbrew Liquor License to Taproom LLC dba Wyold West Taproom located at 1022 13th Street.

4. Conduct of Business

a. Consider issuing a new Microbrew liquor license to Taproom LLC dba Wyold West Taproom located at 1022 13th St. If approved, **issuance contingent upon City receiving copy/proof of obtaining the TTB Federal Permit, verification microbrewery equipment operational and certificate of occupancy (if applicable).**

Staff Reference: Cindy Baker, Administrative Services Officer

b. Consider approving a request for a street closure of 12th Street from Sheridan Avenue to the first alley south of Sheridan Avenue, from 5:00 PM to 7:00 PM, Monday through Saturday, June 4, 2018 through September 22, 2018 from the Wild Bunch Gunfighters. Approve the discharge of replica firearms. Noting event organizers will provide barricades, signage and personnel for set-up and tear-down. **Approval conditional upon receipt of signed "Conditions for Discharging Weapons in the City for the Wild Bunch Gunfighter Summer 2018 Re-Enactment Shows" document, and the Certificate of Insurance as required.**

Spokesperson: Chief Baker

Representative: Ken Martin, Wild Bunch Gunfighters

c. Consider approving a request from Dave Thompson to close 12th Street from Sheridan Ave to the Alley on May 30th from 4:00 pm. to 9: p.m. for the Morgan Car Show to allow participates to park in the closure area.

Representative: Dave Thompson, CIH Irma Hotel

d. Consider approving a request from Sandy Pederson & Ansje Lansing to close 10th Street between Sheridan Ave and Beck St on Saturday, June 30th from 12:00 p.m. to 4:00 p.m. for the Family Freedom Festival to allow for first responders vehicle parking.

Spokesperson: Sandy Pederson and/or Ansje Lansing

5. Tabled Items

6. Matters from Staff Members

7. Matters from Council Members

8. Adjournment

Upcoming Meetings:

•
May 22, 23 & 24, 2018 – Tuesday – Budget Work Sessions 4:15 p.m.
June 5, 2018 – Tuesday – Regular Council Meeting 7:00 p.m.
June 12, 2018 – Tuesday – Work Session 4:15 p.m.

**City of Cody
Council Proceedings
Tuesday, May 1, 2018**

A regular meeting of the Cody City Council was held in the Council Chambers at City Hall in Cody, Wyoming on Tuesday, May 1, 2018 at 7:00 p.m.

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

Absent: Council Member - Karen Ballinger

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

Council Member Greer made a motion seconded by Council Member Fritz to approval the consent calendar to include Approval of Minutes: Regular Minutes from April 17, 2018, Special Work Session Minutes from April 24th; approve Vouchers and Payroll in the amount of \$524,866.61; approve Vouchers for purchases made with the Specific Purpose Option Tax in the amount of \$6,319.75; approve the agreement between the Park County School District #6 and the City of Cody as it relates to the Competitive Swim Tam Cost Share and authorize the Mayor to sign said agreement; approve the Preliminary and Final Plat of the Higbie West 40 Subdivision, an 8-lot county subdivision; designate the equipment listed as surplus and authorize staff to proceed with selling on an online auction; authorize Barry A. Cook, City Administrator to sign the retainage release document for the Wastewater treatment facility phase 1 project with a release date of May 16, 2018; authorize the Mayor to enter into and sign the CWSTF Loan #157, Wastewater Treatment Facility Upgrade and Expansion Project-Phase 2 and other related documents; approve the sublease between Lyle Mackay and Hall and/or Andrew Griffin in the Nichol Mall Space "F" to the Real Estate Connection, as per conditions of lease with Mackay and the City of Cody; and approve a request from Kay Clark, Cody Horse Sale for the closure of 12th Street between Sheridan Avenue and Beck Avenue, from 9:00 a.m. on Friday May 11th through Sunday, May 13th at 7:00 a.m. for the 15th annual Horse Sale (contingent upon proof of liability insurance) and approve a request from John Darby, Irma Hotel for an open container permit for Saturday, May 12th. Vote was unanimous.

At 7:07 p.m. Mayor Hall entered into a Public Hearing to consider if it is in the public's interest to issue a Bar & Grill liquor license to Trailhead Italian & Woodfired Pizza LLC, located at 1326 Beck Ave. Cindy Baker, Administrative Services Officer provided background relating to this application. After calling for comments three times and there being none, the Mayor closed the public hearing at 7:12 p.m.

Council Member Nielson made a motion seconded by Council Member Wolz to approve issuing a new Bar & Grill liquor license to Trailhead Italian & Woodfired Pizza LLC, located at 1326 Beck Ave. If approved, issuance contingent upon City receiving food service permit and certificate of occupancy (If applicable). Vote was unanimous.

ORDINANCE 2018-07 THIRD AND FINAL READING
AN ORDINANCE AMENDING TITLE 5, CHAPTER 2, SECTION 2 OF THE CITY OF CODY CODE: TOBACCO; PURCHASE, POSSESSION OR USE BY MINOR PROHIBITED. Council Member Fritz made a motion seconded by Council Member Anderson to approve Ordinance 2018-07 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2018-08 THIRD AND FINAL READING
AN ORDINANCE ADDING TITLE 5, CHAPTER 2, SECTION 24 OF THE CITY OF CODY CODE: NOISE; DEFINITIONS; UNREASONABLE NOISE PROHIBITED; EXEMPTIONS; PENALTY. Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2018-08 on Third and Final Reading. Vote was unanimous.

ORDINANCE 2018-09 SECOND READING
AN ORDINANCE REPEALING ORDINANCE 2012-11. Council Member Anderson made a motion seconded by Council Member Wolz to approve Ordinance 2018-09 on Third and Final Reading. Vote was unanimous.

Meeting adjourned at 7:28 p.m.

Mayor Matt Hall

Administrative Services Officer, Cindy Baker

City of Cody
Council Proceedings
Tuesday, May 8, 2018

A special meeting of the Cody City Council at City Hall on Tuesday, May 8, 2018 at 4:15 p.m.

Present: Mayor Matt Hall, Council Members Donny Anderson, Landon Greer, Stan Wolz, Glenn Nielson, Barry Cook, City Administrator, City Attorney Scott Kolpitke and Cindy Baker, Administrative Services Officer.

Absent: Council Members Jerry Fritz and Karen Ballinger

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

Leslie Brumage, Finance Officer, provided the Governing Body with an overview of the Program Based Budget that will be discussed in depth at the upcoming budget work sessions. No action was taken.

Ken Markert, PCAS provided the Governing Body with information relating to the Park County Animal Shelter and funding for future expansion/building. No action was taken.

Rick Manchester, Parks, Public Facilities and Recreation Director, along with representatives from Shoshone Recreation District provided the Governing Body with information relating to a “Splash Pad” and the potential addition of this feature within the City of Cody. No action was taken.

There being no further discussion, the meeting adjourned at 5:25 p.m.

Cindy Baker
Administrative Services Officer

Matt Hall
Mayor

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
AMERICAN FAMILY LIFE ASSUR					
	76446	AFLAC PREMIUM	05/07/2018	2,421.30	2,421.30
Total :				2,421.30	2,421.30
Total AMERICAN FAMILY LIFE ASSUR:				2,421.30	2,421.30
AMERICAN WELDING & GAS, INC.					
	05532837	SUPPLIES	04/30/2018	63.00	.00
Total :				63.00	.00
Total AMERICAN WELDING & GAS, INC.:				63.00	.00
BAILEY ENTERPRISES INCORPORATED					
	041518	Unleaded	04/23/2018	419.71	.00
	041518	Unleaded	04/23/2018	60.69	.00
	041518	Unleaded	04/23/2018	1,217.91	.00
	041518	Diesel	04/23/2018	93.73	.00
	041518	Unleaded	04/23/2018	244.82	.00
	041518	Unleaded	04/23/2018	60.84	.00
	041518	Unleaded	04/23/2018	76.72	.00
	041518	Diesel	04/23/2018	1,441.36	.00
	041518	Unleaded	04/23/2018	212.10	.00
	041518	Diesel	04/23/2018	2,201.47	.00
	041518	Unleaded	04/23/2018	169.51	.00
	041518	Unleaded	04/23/2018	280.70	.00
	041518	Diesel	04/23/2018	171.12	.00
	041518	Unleaded	04/23/2018	165.13	.00
	041518	Diesel	04/23/2018	561.92	.00
	041518	Unleaded	04/23/2018	284.10	.00
	043018	Unleaded	05/07/2018	591.25	.00
	043018	Unleaded	05/07/2018	62.45	.00
	043018	Diesel	05/07/2018	13.31	.00
	043018	Unleaded	05/07/2018	1,398.76	.00
	043018	Unleaded	05/07/2018	282.90	.00
	043018	Unleaded	05/07/2018	91.23	.00
	043018	Unleaded	05/07/2018	39.29	.00
	043018	Unleaded	05/07/2018	160.50	.00
	043018	Diesel	05/07/2018	1,690.33	.00
	043018	Unleaded	05/07/2018	171.05	.00
	043018	Diesel	05/07/2018	2,508.30	.00
	043018	Unleaded	05/07/2018	56.77	.00
	043018	Diesel	05/07/2018	119.95	.00
	043018	Unleaded	05/07/2018	70.40	.00
	043018	Diesel	05/07/2018	358.89	.00
	043018	Unleaded	05/07/2018	179.08	.00
	043018	Diesel	05/07/2018	780.97	.00
	043018	Unleaded	05/07/2018	393.11	.00
Total :				16,630.37	.00
Total BAILEY ENTERPRISES INCORPORATED:				16,630.37	.00
BENTLEY SYSTEMS INC					
	47912859	WATERCARD LICENSE RENEWAL	04/27/2018	2,816.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				2,816.00	.00
Total BENTLEY SYSTEMS INC:				2,816.00	.00
BONTHRON, NILES					
OR BONTHRON, ELIZABETH	20.0115.17	REFUND DEPOSIT	04/23/2018	145.99	.00
Total :				145.99	.00
Total BONTHRON, NILES:				145.99	.00
BRUCO, INC					
	369441	CLEANING SUPPLIES	04/19/2018	235.60	.00
Total :				235.60	.00
Total BRUCO, INC:				235.60	.00
CARQUEST AUTO PARTS					
	2874-IC-35019	credit repair parts	04/25/2018	100.00-	.00
	2874-ID-31916	repair parts	04/10/2018	67.41	.00
	2874-ID-34863	repair parts	04/02/2018	5.60	.00
	2874-ID-34878	repair parts	04/04/2018	3.50	.00
	2874-ID-34884	repair parts	04/05/2018	18.38	.00
	2874-ID-34891	repair parts	04/06/2018	12.23	.00
	2874-ID-34902	repair parts	04/09/2018	2.66	.00
	2874-ID-34910	repair parts	04/10/2018	14.52	.00
	2874-ID-34911	repair parts	04/10/2018	11.97	.00
	2874-ID-34911	repair parts	04/10/2018	2.87	.00
	2874-ID-34912	repair parts	04/10/2018	11.90	.00
	2874-ID-34916	repair parts	04/10/2018	11.90	.00
	2874-ID-34918	repair parts	04/11/2018	2.66	.00
	2874-ID-34920	repair parts	04/11/2018	3.65	.00
	2874-ID-34921	repair parts	04/11/2018	22.99	.00
	2874-ID-34928	repair parts	04/12/2018	35.03	.00
	2874-ID-34933	repair parts	04/12/2018	14.70	.00
	2874-ID-34948	repair parts	04/16/2018	95.80	.00
	2874-ID-34957	repair parts	04/17/2018	18.90	.00
	2874-ID-34966	repair parts	04/18/2018	2.66	.00
	2874-ID-34968	repair parts	04/18/2018	2.66	.00
	2874-ID-34971	repair parts	04/18/2018	10.04	.00
	2874-ID-34974	repair parts	04/18/2018	20.00	.00
	2874-ID-34978	repair parts	04/19/2018	34.99	.00
	2874-ID-34986	repair parts	04/20/2018	3.04	.00
	2874-ID-34987	repair parts	04/20/2018	19.95	.00
	2874-ID-34997	repair parts	04/21/2018	885.36	.00
	2874-ID-35007	repair parts	04/24/2018	10.49	.00
	2874-ID-35018	shop supplies	04/25/2018	23.91	.00
	2874-ID-35040	repair parts	04/27/2018	7.13	.00
	2874-ID-35040	repair parts	04/27/2018	7.13	.00
	2874-ID-35049	repair parts	04/30/2018	35.77	.00
Total :				1,319.80	.00
Total CARQUEST AUTO PARTS:				1,319.80	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
CHEYENNE, LIGHT, FUEL & POWER COMPANY					
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	228.23	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	710.85	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	1,183.66	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	1,584.34	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	4,753.03	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	407.23	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	104.89	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	220.95	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	61.70	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	715.53	.00
BLACK HILLS ENERGY	050718	UTILITIES	05/07/2018	170.23	.00
Total :				10,140.64	.00
Total CHEYENNE, LIGHT, FUEL & POWER COMPANY:				10,140.64	.00
CLARK, RONALD W					
TOWN TAXI	043018	TIPSY TAXI VOUCHERS	04/30/2018	287.00	.00
Total :				287.00	.00
Total CLARK, RONALD W:				287.00	.00
CODE 4 PUBLIC SAFETY EDUCATION					
	042518	TRAINING - C11	04/25/2018	99.00	.00
	042518-1	TRAINIG - C11	04/25/2018	99.00	.00
Total :				198.00	.00
Total CODE 4 PUBLIC SAFETY EDUCATION:				198.00	.00
CODY MIDDLE SCHOOL					
	050118	ALUMINUM CAN CONTEST	05/01/2018	18.50	.00
Total :				18.50	.00
Total CODY MIDDLE SCHOOL:				18.50	.00
COFFIN, MARK					
	14.0660.53	REFUND DEPOSIT	04/30/2018	47.35	.00
Total :				47.35	.00
Total COFFIN, MARK:				47.35	.00
COMPASS - CENTER FOR FAMILIES					
JUSTICE 3D CONFERENCE	0004	TRAINING - C03	04/18/2018	150.00	.00
Total :				150.00	.00
Total COMPASS - CENTER FOR FAMILIES:				150.00	.00
COPENHAVER KATH KITCHEN KOLPITCKE LLC					
	43018	LEGAL SERVICES - APRIL 2018	05/02/2018	6,907.92	.00
Total :				6,907.92	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total COPENHAVER KATH KITCHEN KOLPITCKE LLC:				6,907.92	.00
COWAN CONSTRUCTION INC					
	149	CONCRETE PROJECT - 2326 CENTRAL	04/30/2018	600.00	.00
Total :				600.00	.00
Total COWAN CONSTRUCTION INC:				600.00	.00
CUSTOM GARAGE DOOR LLC					
	4165	GARGAE DOOR REPAIR - SANITATION	04/13/2018	113.00	.00
Total :				113.00	.00
Total CUSTOM GARAGE DOOR LLC:				113.00	.00
DECKER, STEPHEN PAUL					
STEVE DECKER CONSTRUCTION	1104	CONCRETE AT 2025 SHERIDAN TR N	04/23/2018	1,362.50	.00
Total :				1,362.50	.00
Total DECKER, STEPHEN PAUL:				1,362.50	.00
EASTSIDE ELEMENTARY SCHOOL					
	050118	ALUMINUM CAN CONTEST	05/01/2018	16.25	.00
Total :				16.25	.00
Total EASTSIDE ELEMENTARY SCHOOL:				16.25	.00
ENGINEERING ASSOCIATES					
	3804081	PROJECT #18020.00 - ALLEN AVE EASEMENT	04/27/2018	921.14	.00
	3804082	PROJECT # 18020.02 - 37TH STREET EASEMENT STAKING	04/27/2018	213.06	.00
	3805005	PROJECT #14111.01 - WWTF PRETREATMENT BUILDING - CONSTRUCTION PHASE	05/07/2018	297.40	.00
	3805005	PROJECT #14111.01 - WWTF PRETREATMENT BUILDING - CONSTRUCTION PHASE	05/07/2018	702.96	.00
	3805005	PROJECT #14111.01 - WWTF PRETREATMENT BUILDING - CONSTRUCTION PHASE	05/07/2018	351.48	.00
Total :				2,486.04	.00
Total ENGINEERING ASSOCIATES:				2,486.04	.00
ENNIS PAINT, INC					
	346460	PAINT FOR STREETS	04/16/2018	29,192.50	.00
Total :				29,192.50	.00
Total ENNIS PAINT, INC:				29,192.50	.00
FARLOW, IRENE & EARL					
CODY CAB LLC	42718	TIPSY TAXI VOUCHERS	04/27/2018	266.00	.00
Total :				266.00	.00
Total FARLOW, IRENE & EARL:				266.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
FINISHING TOUCH CAR & TRUCK INC					
	37942	TOWING - CASE #18-333	04/09/2018	180.00	.00
Total :				180.00	.00
Total FINISHING TOUCH CAR & TRUCK INC:				180.00	.00
FREIRE, JESSICA LEE					
	042518	REFUND OVERPAYMENT FINAL BILL	04/25/2018	115.42	.00
Total :				115.42	.00
Total FREIRE, JESSICA LEE:				115.42	.00
GLOBAL TECHNOLOGY RESOURCES INC					
	IC0441451	COMPUTER SUPPORT	04/20/2018	819.00	.00
Total :				819.00	.00
Total GLOBAL TECHNOLOGY RESOURCES INC:				819.00	.00
GREEN ACRES MOBILE HOME PARK					
	20.0300.14	REFUND OVERPAYMENT	04/24/2018	58.53	.00
Total :				58.53	.00
Total GREEN ACRES MOBILE HOME PARK:				58.53	.00
KITCHEN, SCOTT					
	43018	MILEAGE REIMBURSEMENT	05/01/2018	35.21	.00
Total :				35.21	.00
Total KITCHEN, SCOTT:				35.21	.00
KUSTERS ZIMA CORPORATION					
	70061	SCREENINGS 90 METERS LONG	04/16/2018	330.00	.00
Total :				330.00	.00
Total KUSTERS ZIMA CORPORATION:				330.00	.00
LIVINGSTON ELEMENTARY SCHOOL					
	050118	ALUMINUM CAN CONTEST	05/01/2018	19.00	.00
Total :				19.00	.00
Total LIVINGSTON ELEMENTARY SCHOOL:				19.00	.00
LOYNING, GARRETT					
	4.0590.45	REFUND CREDIT FROM DEPOSIT APPLIED TO FINAL BILL	04/30/2018	83.41	.00
Total :				83.41	.00
Total LOYNING, GARRETT:				83.41	.00
MEETEETSE SCHOOL					
	050118	ALUMINUM CAN CONTEST	05/01/2018	41.75	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total :				41.75	.00
Total MEETEETSE SCHOOL:				41.75	.00
NATIONAL MEDICAL SERVICES INC					
NMS LABS	1051382	CRIME LABS-CASE #18-139	03/31/2018	93.00	.00
Total :				93.00	.00
Total NATIONAL MEDICAL SERVICES INC:				93.00	.00
NCPERS WYOMING					
	43018	PREMIUM	05/07/2018	432.00	432.00
Total :				432.00	432.00
Total NCPERS WYOMING:				432.00	432.00
NORCO, INC.					
	23660751	SUPPLIES	04/30/2018	23.52	.00
Total :				23.52	.00
Total NORCO, INC.:				23.52	.00
NORTHWEST PIPE					
	1957956	26T, Top Section, (26")	04/16/2018	196.36	.00
	1957956	Valve Box Lid	04/16/2018	61.48	.00
Total :				257.84	.00
Total NORTHWEST PIPE:				257.84	.00
PARK COUNTY					
	3241	LEC CONTRACT - DISPATCH	05/01/2018	24,322.55	.00
	3241	LEC CONTRACT - CONSOLE	05/01/2018	3,773.44	.00
	3241	LEC CONTRACT - UTILITIES	05/01/2018	1,166.72	.00
Total :				29,262.71	.00
Total PARK COUNTY:				29,262.71	.00
PARK COUNTY ANIMAL SHELTER					
	512018	ANIMAL SERVICE CONTRACT - MAY 2018	05/01/2018	3,750.00	.00
Total :				3,750.00	.00
Total PARK COUNTY ANIMAL SHELTER:				3,750.00	.00
PARK COUNTY CIRCUIT COURT					
	5418	CV-2016-0757	05/04/2018	283.23	283.23
Total :				283.23	283.23
Total PARK COUNTY CIRCUIT COURT:				283.23	283.23

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
PINNACLE CONSULTING					
	2.1460.21	REFUND OVERPAYMENT FINAL BILL	04/25/2018	115.05	.00
Total :				115.05	.00
Total PINNACLE CONSULTING:				115.05	.00
PROVIDENT LIFE & ACCIDENT INS					
	43018	PREMIUMS	05/07/2018	167.08	167.08
Total :				167.08	167.08
Total PROVIDENT LIFE & ACCIDENT INS :				167.08	167.08
SHOSHONE MUNICIPAL PIPELINE					
	050118	SMP WATER PURCHASE - APRIL 2018	05/01/2018	110,246.06	.00
Total :				110,246.06	.00
Total SHOSHONE MUNICIPAL PIPELINE:				110,246.06	.00
SUNSET ELEMENTARY SCHOOL					
	050118	ALUMINUM CAN CONTEST	05/01/2018	32.25	.00
Total :				32.25	.00
Total SUNSET ELEMENTARY SCHOOL:				32.25	.00
SYSTEMS GRAPHICS INC					
ADVANCED INFO SYSTEMS	14308	CYCLE 3 OUTSOURCE BILLS	04/25/2018	4.01	.00
ADVANCED INFO SYSTEMS	14308	CYCLE 3 OUTSOURCE BILLS	04/25/2018	48.07	.00
ADVANCED INFO SYSTEMS	14308	CYCLE 3 OUTSOURCE BILLS	04/25/2018	68.10	.00
ADVANCED INFO SYSTEMS	14308	CYCLE 3 OUTSOURCE BILLS	04/25/2018	28.04	.00
ADVANCED INFO SYSTEMS	14308	CYCLE 3 OUTSOURCE BILLS	04/25/2018	252.38	.00
Total :				400.60	.00
Total SYSTEMS GRAPHICS INC:				400.60	.00
U S BANK PURCHASE CARD					
	050718	WAM SUMMER CONFERENCE	05/07/2018	225.00	.00
	050718	RANDOM AND PREEMPLOYMENT DRUG TESTING	05/07/2018	45.00	.00
	050718	Toner cartridge	05/07/2018	229.99	.00
	050718	Toner collection unit	05/07/2018	43.87	.00
	050718	filing labels and supplies	05/07/2018	28.87	.00
	050718	folders	05/07/2018	9.05	.00
	050718	supplies	05/07/2018	18.59	.00
	050718	Toner, Monitors, Computer supplies	05/07/2018	75.89	.00
	050718	SAFETY VESTS - METER READER	05/07/2018	27.80	.00
	050718	utilities - phone - TCT	05/07/2018	1,014.67	.00
	050718	utilities - Verizon - cell phones	05/07/2018	25.41	.00
	050718	ADVERTISING	05/07/2018	2,567.50	.00
	050718	advertising	05/07/2018	170.00	.00
	050718	CIVIC PLUS ANNUAL CERTIFICATION FEE	05/07/2018	100.00	.00
	050718	LEASE - POSTAGE MACHINE	05/07/2018	724.62	.00
	050718	ADAPTER - COMPUTER EQUIPMENT	05/07/2018	22.06	.00
	050718	Toner, Monitors, Computer supplies	05/07/2018	94.18	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Administrative Services:				5,422.50	.00
	050718	C02	05/07/2018	322.00	.00
	050718	Chemicals	05/07/2018	558.47	.00
	050718	Office and program supplies	05/07/2018	19.88	.00
	050718	Office supplies and program supplies	05/07/2018	43.39	.00
	050718	Repair Kit	05/07/2018	52.15	.00
	050718	Repair supplies	05/07/2018	9.98	.00
	050718	Credit wristbands	05/07/2018	13.25-	.00
	050718	Materials & Supplies	05/07/2018	146.85	.00
	050718	Chlorine monitor calibration	05/07/2018	80.00	.00
	050718	AED supplies	05/07/2018	824.00	.00
	050718	American Red Cross	05/07/2018	112.00	.00
	050718	Birthday Parties	05/07/2018	48.73	.00
	050718	Birthday Parties	05/07/2018	44.85	.00
	050718	Office and program supplies	05/07/2018	94.16	.00
	050718	Office supplies and program supplies	05/07/2018	43.96	.00
	050718	Pool program supplies	05/07/2018	83.97	.00
	050718	Programs	05/07/2018	176.44	.00
	050718	American Red Cross supplies	05/07/2018	241.39	.00
	050718	Birthday party expense	05/07/2018	68.36	.00
	050718	Program supplies	05/07/2018	185.08	.00
	050718	Supplies	05/07/2018	8.48	.00
	050718	Repair to Pool Chairlift	05/07/2018	584.17	.00
	050718	Repair to pool chairlift	05/07/2018	137.49	.00
	050718	Repairs to equipment	05/07/2018	2,674.50	.00
	050718	American Red Cross supplies	05/07/2018	309.77	.00
Total Aquatics:				6,856.82	.00
	050718	WAM SUMMER CONFERENCE	05/07/2018	280.00	.00
	050718	GOSCOMA EXPENSES - REIMBURSABLE	05/07/2018	25.72	.00
	050718	GOSCOMA EXPENSES - REIMBURSABLE	05/07/2018	26.24	.00
	050718	GOSCOMA EXPENSES - REIMBURSABLE	05/07/2018	171.25	.00
	050718	GOSCOMA EXPENSES - REIMBURSABLE	05/07/2018	186.00	.00
	050718	Meeting Expenses - GOSCOMA - Reimbursable	05/07/2018	601.66	.00
	050718	meeting expenses - GOSCOMA - Reimbursable	05/07/2018	28.00	.00
	050718	travel expenses	05/07/2018	6.80	.00
	050718	travel expenses	05/07/2018	8.67	.00
	050718	travel expenses	05/07/2018	44.05	.00
	050718	utilities - Verizon - cell phones	05/07/2018	49.63	.00
	050718	DUES - ROTARY	05/07/2018	171.18	.00
Total City Administrator:				1,599.20	.00
	050718	Wyoming Conference of Building Officials	05/07/2018	58.20	.00
	050718	Wyoming Conference of Building Officials	05/07/2018	186.79	.00
	050718	Esri Conference	05/07/2018	415.36	.00
	050718	Fuel for Wyoming Conference of Building Officials	05/07/2018	10.01	.00
	050718	Fuel for Esri Conference Training	05/07/2018	37.67	.00
	050718	Fuel for Esri Conference training	05/07/2018	24.51	.00
	050718	Fuel for Esri Conference training	05/07/2018	21.97	.00
	050718	Fuel for trip to Esri Conference training	05/07/2018	26.01	.00
	050718	B43 Alignment	05/07/2018	75.95	.00
	050718	Car Wash	05/07/2018	13.00	.00
	050718	Car Wash	05/07/2018	13.00	.00
	050718	utilities - Verizon - cell phones	05/07/2018	275.79	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total Community Development:				1,158.26	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	36.00	.00
	050718	FR Clothing	05/07/2018	500.41	.00
	050718	WMPA Board Meeting Travel Fuel	05/07/2018	43.69	.00
	050718	WMPA Board Meeting Travel Meal	05/07/2018	5.44	.00
	050718	FR Clothing	05/07/2018	1,102.29	.00
	050718	FR Shirts	05/07/2018	2,274.60	.00
	050718	Safety Boots - Brandon	05/07/2018	449.00	.00
	050718	Fuel for Cody Hotline School meeting in Casper	05/07/2018	26.72	.00
	050718	Tools & Safety Supplies	05/07/2018	6.28	.00
	050718	Shop supplies	05/07/2018	9.98	.00
	050718	Welding Supplies	05/07/2018	57.87	.00
	050718	breakroom and office supplies	05/07/2018	142.30	.00
	050718	Shop Safety Supplies	05/07/2018	171.30	.00
	050718	Tools & Safety Supplies	05/07/2018	74.97	.00
	050718	Tool repair	05/07/2018	9.98	.00
	050718	Wash Explorer	05/07/2018	13.00	.00
	050718	Wash Explorer	05/07/2018	13.00	.00
	050718	Wash Explorer	05/07/2018	10.00	.00
	050718	Minske Substation Maintenance parts	05/07/2018	10.98	.00
	050718	Pedestrian Light Repair	05/07/2018	59.64	.00
	050718	utilities - phone - TCT	05/07/2018	87.53	.00
	050718	utilities - Verizon - cell phones	05/07/2018	294.22	.00
	050718	Big Horn MOB	05/07/2018	104.80	.00
	050718	Big Horn MOB Service	05/07/2018	153.01	.00
	050718	Allen Avenue Project	05/07/2018	42.27	.00
	050718	Allen Avenue Project	05/07/2018	29.52	.00
	050718	Allen Avenue Streetlight Material	05/07/2018	62.35	.00
Total Electric:				5,791.15	.00
	050718	WAM SUMMER CONFERENCE	05/07/2018	225.00	.00
	050718	WAM SUMMER CONFERENCE	05/07/2018	225.00	.00
	050718	meeting expense	05/07/2018	46.31	.00
	050718	meeting expenses	05/07/2018	18.73	.00
	050718	Meeting Expenses	05/07/2018	48.24	.00
	050718	Sound Board - Council Chambers	05/07/2018	1,999.95	.00
Total Mayor-Council:				2,563.23	.00
	050718	Arbor Day	05/07/2018	63.00	.00
	050718	Arbor Day	05/07/2018	60.00	.00
	050718	Arbor Day credit	05/07/2018	63.00-	.00
	050718	Office supplies	05/07/2018	191.67	.00
	050718	Office supplies	05/07/2018	9.98	.00
	050718	Office supplies	05/07/2018	19.20	.00
	050718	RR Supplies	05/07/2018	1,109.27	.00
	050718	Supplies	05/07/2018	13.74	.00
	050718	Supplies	05/07/2018	25.99	.00
	050718	Arbor Day trees	05/07/2018	1,418.82	.00
	050718	B16 keys	05/07/2018	12.37	.00
	050718	Chicken wire for greenhouse	05/07/2018	14.49	.00
	050718	Greenhouse fertilizer	05/07/2018	1.99	.00
	050718	Tree planting	05/07/2018	19.99	.00
	050718	Materials	05/07/2018	40.97	.00
	050718	Materials	05/07/2018	7.18	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	050718	Materials	05/07/2018	19.99	.00
	050718	Shop supplies	05/07/2018	12.99	.00
	050718	Supplies	05/07/2018	5.74	.00
	050718	Supplies	05/07/2018	10.98	.00
	050718	Supplies	05/07/2018	24.29	.00
	050718	Safety earmuffs	05/07/2018	4.99	.00
	050718	Peewee RR	05/07/2018	386.91	.00
	050718	Sweeper tire	05/07/2018	48.50	.00
	050718	Bases	05/07/2018	1,894.09	.00
	050718	Arbor Day	05/07/2018	510.00	.00
	050718	Flower seed	05/07/2018	153.00	.00
	050718	Soccer field paint	05/07/2018	7.99	.00
	050718	Soccer field paint	05/07/2018	15.98	.00
	050718	Pesticide	05/07/2018	15.98	.00
	050718	Pesticide	05/07/2018	7.98	.00
	050718	Early irrigation order *stock	05/07/2018	841.81	.00
	050718	Hugh Smith repair/ stock	05/07/2018	22.27	.00
	050718	Hugh Smith Restrooms	05/07/2018	30.65	.00
	050718	Irrigation	05/07/2018	997.54	.00
	050718	Legion irrigation	05/07/2018	2,205.70	.00
	050718	utilities - phone - TCT	05/07/2018	87.34	.00
	050718	utilities - Verizon - cell phones	05/07/2018	102.03	.00
	050718	advertising	05/07/2018	513.00	.00
Total Parks Maintenance:				10,865.41	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	85.50	.00
	050718	C31 Training - Billings - C18	05/07/2018	110.23	.00
	050718	C18 Meal - Training in Billings	05/07/2018	16.29	.00
	050718	C18 Meal - Training in Billings	05/07/2018	5.80	.00
	050718	C18 Meal - Training in Billings	05/07/2018	9.99	.00
	050718	C08 Uniform embroidery	05/07/2018	40.00	.00
	050718	C31 Uniform embroidery - C19 Eubanks	05/07/2018	10.00	.00
	050718	C05 Uniform allowance	05/07/2018	6.83	.00
	050718	C21 Uniform allowance	05/07/2018	160.97	.00
	050718	C19 Gas to/from WLEA	05/07/2018	36.47	.00
	050718	C19 Gas to/from WLEA	05/07/2018	29.01	.00
	050718	C19 Gas to/from WLEA	05/07/2018	31.69	.00
	050718	C19 Gas to/from WLEA	05/07/2018	33.23	.00
	050718	C19 Gas to/from WLEA	05/07/2018	31.35	.00
	050718	C19 Gas to/from WLEA	05/07/2018	25.26	.00
	050718	C16 Gas to/from WLEA for C12 Graduation	05/07/2018	43.37	.00
	050718	C25 Bomb Unit - Call out	05/07/2018	36.48	.00
	050718	C22 Firearms maintenance and supplies	05/07/2018	59.13	.00
	050718	C31 Materials & Supplies	05/07/2018	76.79	.00
	050718	C31 Materials & Supplies	05/07/2018	85.96	.00
	050718	C31 Materials & Supplies	05/07/2018	275.75	.00
	050718	C31 Materials & Supplies - \$38.94 Patrol / \$109.51 Mat & Supp	05/07/2018	148.45	.00
	050718	C31 Materials & Supplies - \$84.46 Patrol / \$50.27 Investigations	05/07/2018	134.73	.00
	050718	C31 Materials & Supplies - ICAT Training	05/07/2018	83.56	.00
	050718	C31 Materials & Supplies - Patrol	05/07/2018	34.87	.00
	050718	C31 Materials & Supplies - Patrol *RETURN*	05/07/2018	38.25	.00
	050718	C31 Materials & Supplies - Patrol *RETURN*	05/07/2018	13.39	.00
	050718	C30 Materials & Supplies - Investigations	05/07/2018	107.00	.00
	050718	C14 Materials & Supplies - Investigations, Training	05/07/2018	8.41	.00
	050718	C31 Fire extinguished serviced	05/07/2018	349.00	.00
	050718	A20 windshield	05/07/2018	327.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	050718	C12 Car wash	05/07/2018	9.00	.00
	050718	C12 Car wash	05/07/2018	9.00	.00
	050718	C05 Car wash	05/07/2018	9.00	.00
	050718	C05 Car wash	05/07/2018	9.00	.00
	050718	C06 Car wash	05/07/2018	5.11	.00
	050718	C06 Car wash	05/07/2018	9.00	.00
	050718	C22 Car wash	05/07/2018	6.00	.00
	050718	C22 Car wash	05/07/2018	5.11	.00
	050718	C21 Car wash	05/07/2018	9.00	.00
	050718	C21 Car wash	05/07/2018	9.00	.00
	050718	C11 Car wash	05/07/2018	6.66	.00
	050718	C11 Car wash	05/07/2018	5.60	.00
	050718	C15 Car wash	05/07/2018	9.00	.00
	050718	C15 Car wash	05/07/2018	9.00	.00
	050718	C20 Car wash	05/07/2018	9.00	.00
	050718	C14 Car wash	05/07/2018	10.00	.00
	050718	C07 Car wash	05/07/2018	9.00	.00
	050718	C07 Car wash	05/07/2018	9.00	.00
	050718	C31 Shipping/postage - Return to Optics Planet	05/07/2018	17.36	.00
	050718	C03 Evidence shipping	05/07/2018	7.41	.00
	050718	C03 Evidence shipping	05/07/2018	10.14	.00
	050718	C03 Evidence shipping	05/07/2018	10.14	.00
	050718	C03 Evidence shipping	05/07/2018	10.14	.00
	050718	C03 Evidence shipping	05/07/2018	10.14	.00
	050718	C03 Evidence shipping	05/07/2018	10.14	.00
	050718	C14 Evidence shipping	05/07/2018	10.14	.00
	050718	C14 Evidence shipping	05/07/2018	12.36	.00
	050718	utilities - phone - TCT	05/07/2018	66.45	.00
	050718	utilities - Verizon - cell phones	05/07/2018	1,004.09	.00
	050718	Utilities - Century Link	05/07/2018	38.49	.00
	050718	C31 Med Exams & Supplies	05/07/2018	651.50	.00
	050718	C31 Drug test kits	05/07/2018	229.05	.00
	050718	C31 Dues & subscriptions - Investigations	05/07/2018	50.00	.00
	050718	Toner, Monitors, Computer supplies	05/07/2018	259.98	.00
	050718	C31 Machinery & Equipment	05/07/2018	119.58-	.00
	050718	C31 WASCOP Alcohol Compliance - Cody Bucks	05/07/2018	250.00	.00
Total Police Department:				5,025.91	.00
	050718	creamer	05/07/2018	24.13	.00
	050718	gas can for pickup	05/07/2018	15.99	.00
	050718	custodial cart at rec center	05/07/2018	26.77	.00
	050718	custodial supplies	05/07/2018	35.97	.00
	050718	custodial supplies	05/07/2018	8.99	.00
	050718	custodial supplies	05/07/2018	4.99	.00
	050718	custodial supplies	05/07/2018	17.99	.00
	050718	custodial supplies	05/07/2018	9.71	.00
	050718	cleaning supplies	05/07/2018	44.14	.00
	050718	credit for cleaning supplies	05/07/2018	16.47-	.00
	050718	Emergency lighting at Auditorium	05/07/2018	18.50	.00
	050718	emergency lighting at Auditorium	05/07/2018	110.52	.00
	050718	emergency lighting at Street shop	05/07/2018	6.98	.00
	050718	repairs to emergency lighting	05/07/2018	221.04	.00
	050718	repairs to emergency lighting	05/07/2018	44.97	.00
	050718	auditorium roof	05/07/2018	19.96	.00
	050718	directional signage	05/07/2018	37.26	.00
	050718	repair for pools	05/07/2018	9.57	.00
	050718	roof repair at Auditorium	05/07/2018	103.08	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	050718	repairs to ice machine at rec, steam room and nichol mall	05/07/2018	168.15	.00
	050718	shower repair	05/07/2018	960.36	.00
	050718	batteries for auditorium	05/07/2018	14.72	.00
	050718	chamber shelving	05/07/2018	20.47	.00
	050718	shelving at Chamber	05/07/2018	7.99	.00
	050718	HVAC filter replacements	05/07/2018	1,925.98	.00
	050718	repairs to ice machine at rec, steam room and nichol mall	05/07/2018	635.05	.00
	050718	picture at city hall	05/07/2018	4.29	.00
	050718	utilities - phone - TCT	05/07/2018	92.50	.00
	050718	utilities - Verizon - cell phones	05/07/2018	61.74	.00
	050718	Rugs at Auditorium	05/07/2018	122.09	.00
	050718	rugs for city hall	05/07/2018	80.14	.00
	050718	towels and rugs for rec center	05/07/2018	14.34	.00
	050718	hood inspection at Auditorium kitchen	05/07/2018	109.00	.00
Total Public Facilities:				4,960.91	.00
	050718	RANDOM AND PREEMPLOYMENT DRUG TESTING	05/07/2018	45.00	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	4.50	.00
	050718	motel for WRPA	05/07/2018	93.00	.00
	050718	WRPA meeting	05/07/2018	41.32	.00
	050718	WRPA meeting	05/07/2018	25.28	.00
	050718	WRPA meetings	05/07/2018	29.49	.00
	050718	office supplies	05/07/2018	194.49	.00
	050718	office supplies	05/07/2018	237.45	.00
	050718	AED supplies	05/07/2018	250.00	.00
	050718	recreation programs	05/07/2018	144.68	.00
	050718	recreation programs	05/07/2018	110.45	.00
	050718	ASAP supplies	05/07/2018	249.47	.00
	050718	hats for KOM	05/07/2018	271.88	.00
	050718	KOM shirts	05/07/2018	12.46	.00
	050718	KOM shirts	05/07/2018	22.85	.00
	050718	KOM supplies	05/07/2018	12.37	.00
	050718	KOM supplies	05/07/2018	351.73	.00
	050718	KOM supplies	05/07/2018	54.67	.00
	050718	KOM supplies	05/07/2018	57.47	.00
	050718	ASAP supplies	05/07/2018	24.46	.00
	050718	KOM program supplies	05/07/2018	14.50	.00
	050718	Schools out program supplies	05/07/2018	35.57	.00
	050718	tape for pickleball tournament	05/07/2018	31.96	.00
	050718	ASAP expenses	05/07/2018	764.60	.00
	050718	Equipment repair	05/07/2018	62.71	.00
	050718	equipment repair	05/07/2018	8.56	.00
	050718	Equipment repair	05/07/2018	79.47	.00
	050718	Equipment repair	05/07/2018	57.89	.00
	050718	equipment repair	05/07/2018	41.94	.00
	050718	Equipment repairs	05/07/2018	216.28	.00
	050718	repair of equipment	05/07/2018	90.61	.00
	050718	repairs to equipment	05/07/2018	657.14	.00
	050718	Repair parts for exercise equipment	05/07/2018	123.47	.00
	050718	utilities - phone - TCT	05/07/2018	523.81	.00
	050718	utilities - Verizon - cell phones	05/07/2018	126.77	.00
	050718	ADVERTISING	05/07/2018	674.50	.00
	050718	advertising	05/07/2018	400.00	.00
	050718	photo wall at rec center	05/07/2018	64.47	.00
	050718	Concerts in the park equipment	05/07/2018	181.16	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	050718	Music subscription for fitness	05/07/2018	9.99	.00
	050718	repairs to mini golf	05/07/2018	58.96	.00
	050718	towels and rugs for rec center	05/07/2018	86.00	.00
Total Recreation Center:				6,543.38	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	40.50	.00
	050718	drinking water	05/07/2018	10.00	.00
	050718	nuts and bolts	05/07/2018	4.80	.00
	050718	coated gloves	05/07/2018	25.10	.00
	050718	coated gloves	05/07/2018	9.90	.00
	050718	nitrile gloves	05/07/2018	17.98	.00
	050718	propane	05/07/2018	44.85	.00
	050718	propane	05/07/2018	49.08	.00
	050718	propane	05/07/2018	44.20	.00
	050718	propane	05/07/2018	38.03	.00
	050718	work gloves	05/07/2018	8.49	.00
	050718	utilities - phone - TCT	05/07/2018	87.15	.00
	050718	utilities - Verizon - cell phones	05/07/2018	49.63	.00
Total Solid Waste:				429.71	.00
	050718	Safety Conference	05/07/2018	93.00	.00
	050718	Safety Conference	05/07/2018	93.00	.00
	050718	Safety Conference	05/07/2018	41.53	.00
	050718	Meals Casper class	05/07/2018	124.29	.00
	050718	RANDOM AND PREEMPLOYMENT DRUG TESTING	05/07/2018	65.00	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	40.50	.00
	050718	Safety Conference	05/07/2018	51.47	.00
	050718	Safety Conference	05/07/2018	93.00	.00
	050718	Flex seal for concrete	05/07/2018	27.98	.00
	050718	breakroom and office supplies	05/07/2018	24.58	.00
	050718	respirator	05/07/2018	34.99	.00
	050718	First Aid Kit Refills	05/07/2018	109.05	.00
	050718	Gloves	05/07/2018	33.98	.00
	050718	Ice machine parts	05/07/2018	33.86	.00
	050718	Coupling for storm sewer	05/07/2018	49.24	.00
	050718	Poly sheeting	05/07/2018	19.99	.00
	050718	poly tarps	05/07/2018	55.98	.00
	050718	Asphalt patch	05/07/2018	866.39	.00
	050718	utilities - phone - TCT	05/07/2018	185.06	.00
	050718	utilities - Verizon - cell phones	05/07/2018	165.87	.00
	050718	cut and break rental	05/07/2018	180.00	.00
	050718	Mini excavator rental 23rd st	05/07/2018	198.00	.00
Total Streets:				2,586.76	.00
	050718	RANDOM AND PREEMPLOYMENT DRUG TESTING	05/07/2018	32.50	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	4.50	.00
	050718	Metal for shop racks	05/07/2018	10.40	.00
	050718	shop supplies	05/07/2018	21.72	.00
	050718	Cap screws	05/07/2018	2.24	.00
	050718	Carrige bolts	05/07/2018	3.98	.00
	050718	Repair parts and supplies	05/07/2018	183.80	.00
	050718	utilities - phone - TCT	05/07/2018	47.67	.00
	050718	A03 sensor	05/07/2018	78.99	.00
	050718	A04 motor assembly	05/07/2018	69.54	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	050718	A05 61 lubricant	05/07/2018	25.38	.00
	050718	A11 Gaskets	05/07/2018	57.57	.00
	050718	A11 radiator	05/07/2018	182.00	.00
	050718	B43 parts	05/07/2018	19.78	.00
	050718	Belt tensioner and belt B32	05/07/2018	114.72	.00
	050718	C04 motor blower	05/07/2018	151.35	.00
	050718	C05 Clutch	05/07/2018	1,238.25	.00
	050718	C05 speed sensor	05/07/2018	116.04	.00
	050718	C05 water sensor	05/07/2018	65.48	.00
	050718	Credit returned parts	05/07/2018	620.74-	.00
	050718	D11 Water pump	05/07/2018	1,088.04	.00
	050718	F07 switch	05/07/2018	309.78	.00
	050718	G06 bucket pin	05/07/2018	22.99	.00
	050718	G08 parts	05/07/2018	70.50	.00
	050718	hyd fittings	05/07/2018	77.38	.00
	050718	Parts return , credit	05/07/2018	77.26-	.00
	050718	Joystick I12	05/07/2018	278.03	.00
	050718	Repair parts and supplies	05/07/2018	47.37	.00
	050718	Credit	05/07/2018	485.45-	.00
	050718	Scanner Repairs	05/07/2018	56.04	.00
	050718	repairs	05/07/2018	149.00	.00
Total Vehicle Maintenance:				3,341.59	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	13.50	.00
	050718	meals/training	05/07/2018	24.53	.00
	050718	meals/training	05/07/2018	28.16	.00
	050718	meals/training	05/07/2018	63.95	.00
	050718	meals/training	05/07/2018	19.10	.00
	050718	Water Conference	05/07/2018	240.00	.00
	050718	Water conference	05/07/2018	240.00	.00
	050718	fuel	05/07/2018	32.57	.00
	050718	another grinder wheel	05/07/2018	14.00	.00
	050718	grinder wheel	05/07/2018	14.00	.00
	050718	lab supplies and chemicals	05/07/2018	906.57	.00
	050718	lab supplies and chemicals	05/07/2018	912.50	.00
	050718	gloves and apron for root treatment	05/07/2018	32.96	.00
	050718	nitrile gloves	05/07/2018	258.00	.00
	050718	Conifer Lane Battery	05/07/2018	27.42	.00
	050718	batteries	05/07/2018	8.99	.00
	050718	First Aid Kit Refills	05/07/2018	54.53	.00
	050718	Safety vest	05/07/2018	15.74	.00
	050718	belt for PTB heating fan	05/07/2018	14.22	.00
	050718	sim card for manhole alarm	05/07/2018	111.90	.00
	050718	block deodorizer	05/07/2018	251.50	.00
	050718	recharge sim card	05/07/2018	106.65	.00
	050718	wood shims	05/07/2018	2.79	.00
	050718	5 gal Citgear	05/07/2018	202.43	.00
	050718	utilities - phone - TCT	05/07/2018	19.63	.00
	050718	utilities - Verizon - cell phones	05/07/2018	96.23	.00
Total Wastewater:				3,711.87	.00
	050718	RANDOM TESTING SERVICES	05/07/2018	22.50	.00
	050718	meals during training	05/07/2018	6.57	.00
	050718	meals/training	05/07/2018	12.27	.00
	050718	meals/training	05/07/2018	14.08	.00
	050718	meals/training	05/07/2018	31.98	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
	050718	meals/training	05/07/2018	9.56	.00
	050718	Water Conference	05/07/2018	240.00	.00
	050718	Battery Charger	05/07/2018	46.95	.00
	050718	shovels	05/07/2018	123.98	.00
	050718	drill and grinder	05/07/2018	334.00	.00
	050718	batteries	05/07/2018	27.98	.00
	050718	utility marking flags	05/07/2018	50.00	.00
	050718	breakroom and office supplies	05/07/2018	32.90	.00
	050718	cleaner for ice machine	05/07/2018	31.45	.00
	050718	CO2 and gloves	05/07/2018	41.63	.00
	050718	spray in foam	05/07/2018	3.49	.00
	050718	nuts and bolts	05/07/2018	9.99	.00
	050718	cleaning agent	05/07/2018	8.99	.00
	050718	First Aid Kit Refills	05/07/2018	54.53	.00
	050718	CO2 and gloves	05/07/2018	43.85	.00
	050718	insulation board	05/07/2018	39.84	.00
	050718	Mailing Waterline Plans to D.E.Q. for approval	05/07/2018	7.25	.00
	050718	galvanized fitting	05/07/2018	20.88	.00
	050718	compression couplers 3/4"	05/07/2018	210.80	.00
	050718	curb box lids, 3/4" ball valves	05/07/2018	813.80	.00
	050718	fittings for repairs at ball field	05/07/2018	1,067.07	.00
	050718	returned part	05/07/2018	42.84	.00
	050718	galvanized fittings	05/07/2018	10.66	.00
	050718	sprinkler repair parts from water dig	05/07/2018	30.34	.00
	050718	water sample shipping	05/07/2018	54.57	.00
	050718	water sample shipping	05/07/2018	52.21	.00
	050718	utilities - phone - TCT	05/07/2018	28.04	.00
	050718	utilities - Verizon - cell phones	05/07/2018	120.46	.00
	050718	Utilities - Century Link	05/07/2018	38.72	.00
	050718	mini excavator rental	05/07/2018	406.50	.00
	050718	long reach trackhoe for canal	05/07/2018	1,884.00	.00
	050718	meter couplers and check valves	05/07/2018	1,581.88	.00
	050718	meals during training	05/07/2018	13.14	.00
Total Water:				7,484.02	.00
Total U S BANK PURCHASE CARD:				68,340.72	.00
UNION TELEPHONE COMPANY					
	13.3787.10	REFUND OVERPAYMENT	04/25/2018	118.28	.00
Total :				118.28	.00
Total UNION TELEPHONE COMPANY:				118.28	.00
UNUM LIFE INSURANCE - LIFE					
	43018	PREMIUM	05/07/2018	1,743.98	1,743.98
Total :				1,743.98	1,743.98
Total UNUM LIFE INSURANCE - LIFE:				1,743.98	1,743.98
VALLEY SCHOOL					
	050118	ALUMINUM CAN CONTEST	05/01/2018	84.50	.00
Total :				84.50	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total VALLEY SCHOOL:				84.50	.00
VICTOR, CHRISTINE L					
	12.0980.14	REFUND OVERPAYMENT	04/16/2018	193.89	.00
Total :				193.89	.00
Total VICTOR, CHRISTINE L:				193.89	.00
WESCO RECEIVABLES CORP					
	197881	CAREY STREET CONVERSION	04/19/2018	77.27	.00
	198533	SAFETY SUPPLIES	04/23/2018	114.00	.00
Total :				191.27	.00
Total WESCO RECEIVABLES CORP:				191.27	.00
WILLIAMS' & SONS, LLC					
	2018.019	WALKIE TALKIE REPAIR	04/07/2018	254.93	.00
Total :				254.93	.00
Total WILLIAMS' & SONS, LLC:				254.93	.00
WYOMING DEPARTMENT OF WORKFORCE SERVICES					
WORKERS COMPENSATION DIV	43018	CONTRIBUTIONS	05/07/2018	7,427.27	7,427.27
WORKERS COMPENSATION DIV	43018	VOLUNTEERS PD	05/07/2018	10.42	10.42
	5418	1st Quarter Unemployment 18	05/04/2018	2,723.16	2,723.16
Total :				10,160.85	10,160.85
Total WYOMING DEPARTMENT OF WORKFORCE SERVICES:				10,160.85	10,160.85
WYOMING DEPT OF AGRICULTURE					
	041318	POOL LICENSING FEES	04/13/2018	50.00	.00
	041318-1	POOL LICENSING FEES	04/13/2018	50.00	.00
	041318-2	POOL LICENSING FEES	04/13/2018	50.00	.00
	041318-3	POOL LICENSING FEES	04/13/2018	50.00	.00
	041618	FOOD LICENSE RENEWAL REC CENTER	04/16/2018	50.00	.00
Total :				250.00	.00
Total WYOMING DEPT OF AGRICULTURE:				250.00	.00
WYOMING FIRE SAFETY, LC					
	041718	Fire Extinguisher Maintenance	04/17/2018	6.00	.00
	041718	FIRE EXT MAINT. - PARKS	04/17/2018	319.00	.00
	041718	FIRE EXT MAINT. - PUBLIC FACILITIES	04/17/2018	602.00	.00
	041718	FIRE EXT MAINT. - COMM DEV	04/17/2018	18.00	.00
	041718	FIRE EXT MAINT. - STREETS	04/17/2018	426.00	.00
	041718	FIRE EXT MAINT. - VM	04/17/2018	91.00	.00
	041718	FIRE EXT MAINT. - SANITATION	04/17/2018	154.00	.00
	041718	FIRE EXT MAINT. - WATER	04/17/2018	172.50	.00
	041718	FIRE EXT MAINT. - WASTE WATER	04/17/2018	172.50	.00
	041718	FIRE EXT MAINT. - EL	04/17/2018	442.00	.00
Total :				2,403.00	.00

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
Total WYOMING FIRE SAFETY, LC:				2,403.00	.00
WYOMING MUNICIPAL POWER AGENCY					
	052518	POWER PURCHASE - APRIL 2018	05/01/2018	689,903.93	.00
Total :				689,903.93	.00
Total WYOMING MUNICIPAL POWER AGENCY:				689,903.93	.00
WYOMING RETIREMENT SYSTEM					
	155835	CONTRIBUTIONS -	05/07/2018	16,851.93	16,851.93
	155836	CONTRIBUTIONS -	05/07/2018	35,329.06	35,329.06
	155837	CONTRIBUTIONS -	05/07/2018	18,201.36	18,201.36
Total :				70,382.35	70,382.35
Total WYOMING RETIREMENT SYSTEM:				70,382.35	70,382.35
YELLOWSTONE REGIONAL AIRPORT					
	50118	AIRPORT FUNDING - MAY 2018	05/01/2018	15,596.34	.00
Total :				15,596.34	.00
Total YELLOWSTONE REGIONAL AIRPORT:				15,596.34	.00
Grand Totals:				1,081,787.46	85,590.79
				Payroll 05/02/18	231,299.24
					1,313,086.70

Report Criteria:

Detail report.
 Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 Invoice Detail.Input date = 05/04/2018,05/08/2018
 Invoice.Batch = {NOT LIKE} "1"

Secondary Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid
U S BANK PURCHASE CARD					
	050718-1	ADA ramp project	05/07/2018	615.70	.00
Total :				615.70	.00
Total U S BANK PURCHASE CARD:				615.70	.00
Grand Totals:				615.70	.00

MEETING DATE: MAY 15, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Appoint an authorized Entity Administrator for the City of Cody in the System for Award Management program

ACTION TO BE TAKEN:

Authorize the Mayor to sign a letter designating Leslie Brumage, Finance Officer is the authorized entity administrator for the City of Cody in the System for Award Management (SAM) program.

SUMMARY OF INFORMATION:

The System for Award Management (SAM) is a computer system accessed by the Internet managed by the U.S. Government. Entities must have an active registration in SAM to do business with the U.S. Government. Only individuals who are authorized to represent a particular entity, or individuals representing themselves as an entity, may register an entity in SAM. Accessing or using SAM, or information contained therein, for any unauthorized or illegal purposes, may have civil and criminal penalties, and may negatively impact the status of the SAM registration maintained for the entity.

The City of Cody is required to use the SAM system in order to receive Federal awards. The City currently has an active registration with SAM and Leslie Brumage has been the entity administrator for many years. Due to changes in the registration requirements, the entity administrator must be formally authorized by an entity official in order to continue to access the SAM system. The attached letter is in the required format and contains the language required by SAM to officially make this designation.

FISCAL IMPACT

None

ATTACHMENTS

Authorization letter to the Federal Service Desk

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____



May 15, 2018

Federal Service Desk
ATTN: SAM.GOV Registration Processing
460 Industrial Blvd
London, KY 40741-7285

Subject: Information required to activate SAM entity registration

Purpose of Letter

The purpose of this letter is to formally appoint an Entity Administrator for the named Entity and to attest to the accuracy of the information contained in the entity registration.

Designation of Entity Administrator

I, Matthew Hall, Mayor of the City of Cody, Wyoming, the below signed individual, hereby confirm that the appointed Entity Administrator is an authorized officer, agent or representative of the Entity. This letter authorizes the appointed Entity Administrator to manage the Entity's registration record, its associated users, and their roles to the Entity in the System for Award Management (SAM).

Entity Covered by this Letter

DUNS Number: 177929338
Legal Business Name: City of Cody
Physical Address: 1338 Rumsey Ave Cody, WY 82414

Entity Administrator Contact Information

Full Name: Leslie E. Brumage
Phone Number: 307-527-3467
Email Address: grants@cityofcody.com

Account Administration Preference (choose only one)

You must choose ONE of the two following statements by checking the applicable box. Remember, there is no cost to register in SAM – it is free. However, if you choose to have a third-party agent administer your SAM registration, with or without an associated fee, you must check the Third-Party Agent Designation box below.

Self-Administration Confirmation

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do not authorize any third party to act on behalf of the Entity listed above. I have checked the Self-Administration Confirmation box to indicate that the designated Entity Administrator is not a third-party agent.

Third-Party Agent Designation

For the purpose of registering with the United States Government through the online System for Award Management (SAM), I do hereby authorize [insert full name, phone number, address, and email address of the Third-Party Agent] (Designated Third-Party Agent) to act on behalf of the Entity listed above. This authorization permits the Designated Third-Party Agent to conduct all normal, common business functions within SAM while binding the signatory to all actions conducted and representations made as a result of authorization granted herein. I have checked the Third-Party Agent Designation box and completed the above information to indicate that the designated Entity Administrator is a third-party agent.

Matt Hall
MAYOR

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

C. Edward Webster II
MUNICIPAL JUDGE

Barry A. Cook
CITY ADMINISTRATOR

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

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

Attestation

I, the below-signed, attest to the following:

- All information contained in this letter is complete and accurate.
- The designated Entity Administrator listed above has an individual SAM User Account created with the email address provided in this letter.
- The banking information provided for Electronic Funds Transfer on the Financial Information Page in the SAM.gov registration for the Entity above is correct and accurate.

Respectfully,

Matthew Hall
Mayor, City of Cody, Wyoming
mhall@cityofcody.com
City of Cody
1338 Rumsey Ave Cody, WY 82414

TO BE COMPLETED BY NOTARY
(in accordance with State notary requirements)

State of _____

County of _____

This instrument was acknowledged before me this ____ day of _____ (month),
____ (year), by _____ (name of officer or
agent, title or officer or agent) of _____ (name of entity).

____ Personally Known

____ Produced Identification

Type of ID and Number on ID _____

(Seal)

Signature of Notary

Name of Notary
(Typed, Stamped or Printed)

Notary Public, State of _____

WYOMING DEPARTMENT OF TRANSPORTATION

ADDRESS CITY WYOMING ZIP CODE TELEPHONE

MESSAGE

TO [Steve Payne]
Public Works
[Director]

SUBJECT STPU-CO-0,00 B215005
Cody Streets
DATE 4/30/18

- Attached is a Cooperative Agreement for the above project for review and signatures. Please have both copies signed and return to me for further processing

BY Todd Frew

REPLY

DATE

[Multiple blank lines for reply content]

SIGNED

**COOPERATIVE AGREEMENT
BETWEEN THE
WYOMING DEPARTMENT OF TRANSPORTATION
AND THE
CITY OF CODY**

Federal Project STPU- CO 0.00 B215005
Cody Streets – Cougar Avenue
Freedom Street and US 14A
Park County

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009, and the City of Cody (City), whose address is 1338 Rumsey Avenue, Cody, Wyoming 82414.
2. **Purpose of Agreement.** The City and WYDOT desire to participate in the funding and preparation of a Reconnaissance Report for the federally funded WYDOT administered Surface Transportation Urban Program. WYDOT has heretofore designated the location and the City has approved the location for a study to be made of Cougar Avenue between Freedom Street and US 14A in the City of Cody as shown on the attached Exhibit “A”, Location Map, dated April 9, 2018, and which by this reference is hereby made a part of this Agreement. WYDOT and the City will derive a benefit and advantage by reason of having a Reconnaissance Report prepared describing the work to be performed upon the approved roadway.
3. **Term of Agreement.** This Agreement is effective when all parties have executed it (Effective Date). The term shall remain in full force and effect until terminated. All services shall be completed during this term.
4. **In consideration of mutual covenants herein contained, the parties hereto agree as follows:**
 - A. WYDOT, or their consultant, will prepare a Reconnaissance Report which will describe the work necessary for the development of contract plans, work activities schedule, anticipated costs including construction, preliminary and construction engineering, right-of-way and utilities. The report will be submitted to the City and WYDOT’s Highway Development and District Engineers for their review, comments and approval. The approved Reconnaissance Report will be the document for issuing Phase 2 Preliminary Engineering.
 - B. WYDOT and the City agree to set aside an estimated twenty thousand dollars (\$20,000.00) to develop the Reconnaissance Report. It is understood and agreed by the parties that ninety and forty-nine hundredths percent (90.49%) of the cost to develop the Reconnaissance Report will be paid with Federal Aid funds. The City

agrees to reimburse WYDOT for nine and fifty-one hundredths percent (9.51%) of the cost to develop the Reconnaissance Report.

- C. It is understood by the parties that the above-mentioned ninety and forty-nine hundredths (90.49) and nine and fifty-one hundredths (9.51) percentages may vary slightly during the life of this Agreement, as dictated by *Federal Notices on Sliding Scale Rates of Federal Aid Participation in Public Lands States*. It is further understood by the City that the estimated costs may vary as the reconnaissance inspection is completed, and that the City shall reimburse WYDOT for the total amount not paid with Federal Aid funds.
- D. The City agrees to pay their portion of indirect costs through the current Indirect Cost Allocation Plan (ICAP) rate as approved by the Federal Highway Administration (FHWA) during the design and construction of this project as these costs are not eligible for Federal Aid funds. ICAP is a rate built into WYDOT's accounting system for overhead expenditures for administering a project. The ICAP rate is developed by WYDOT and approved by the FHWA, with the new rate taking effect immediately. The current rate of eleven percent (11%) is effective until September 30, 2020 at which time the rate is subject to change based on FHWA approval. The ICAP rate will be charged on total direct costs on this project. Billing will occur on a monthly basis unless otherwise agreed upon between the parties.

5. General Provisions

- A. **Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assumption of Risk.** The City shall assume the risk of any loss of state or federal funding, either administrative or program dollars, due to the City's failure to comply with state or federal requirements. WYDOT shall notify the City of any state or federal determination of noncompliance.
- D. **Availability of Funds.** Each payment obligation of WYDOT is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for continued performance of the Agreement, the Agreement may be terminated by WYDOT at the end of the period for which the funds are

available. WYDOT shall notify the City at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to WYDOT in the event this provision is exercised, and WYDOT shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- E. Compliance with Law.** The City shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders in the performance of this Agreement.
- F. Entirety of Agreement.** This Agreement, consisting of five (5) pages, and Exhibit "A", Location Map, consisting of one (1) page; represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations and agreements, whether written or oral. In the event of a conflict or inconsistency between the language of this Agreement and the language of any attachment or document incorporated by reference, the language of this Agreement shall control.
- G. Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Agreement may be terminated without penalty if a private entity that receives funds under this Agreement:

 - (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (ii) Procures a commercial sex act during the period of time that the award is in effect; or
 - (iii) Uses forced labor in the performance of the award or subawards under the award.
- H. Indemnification.** Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend nor indemnify the other.
- I. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- J. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).
- K. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

- L. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WYDOT expressly reserve sovereign immunity by entering into this Agreement and the City expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- M. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- N. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

"REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK"

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

The Effective Date of this Agreement is the date of the signature last affixed to this page.

ATTEST:

CITY OF CODY, WYOMING:

Name

By: _____

Matt Hall, Mayor

Title

Date

(SEAL)

ATTEST:

**WYOMING DEPARTMENT
OF TRANSPORTATION:**

Sandra J. Scott, Secretary
Transportation Commission of Wyoming

By: _____

Gregg C. Fredrick, P.E., Chief Engineer

Date

(SEAL)

Approved as to form:

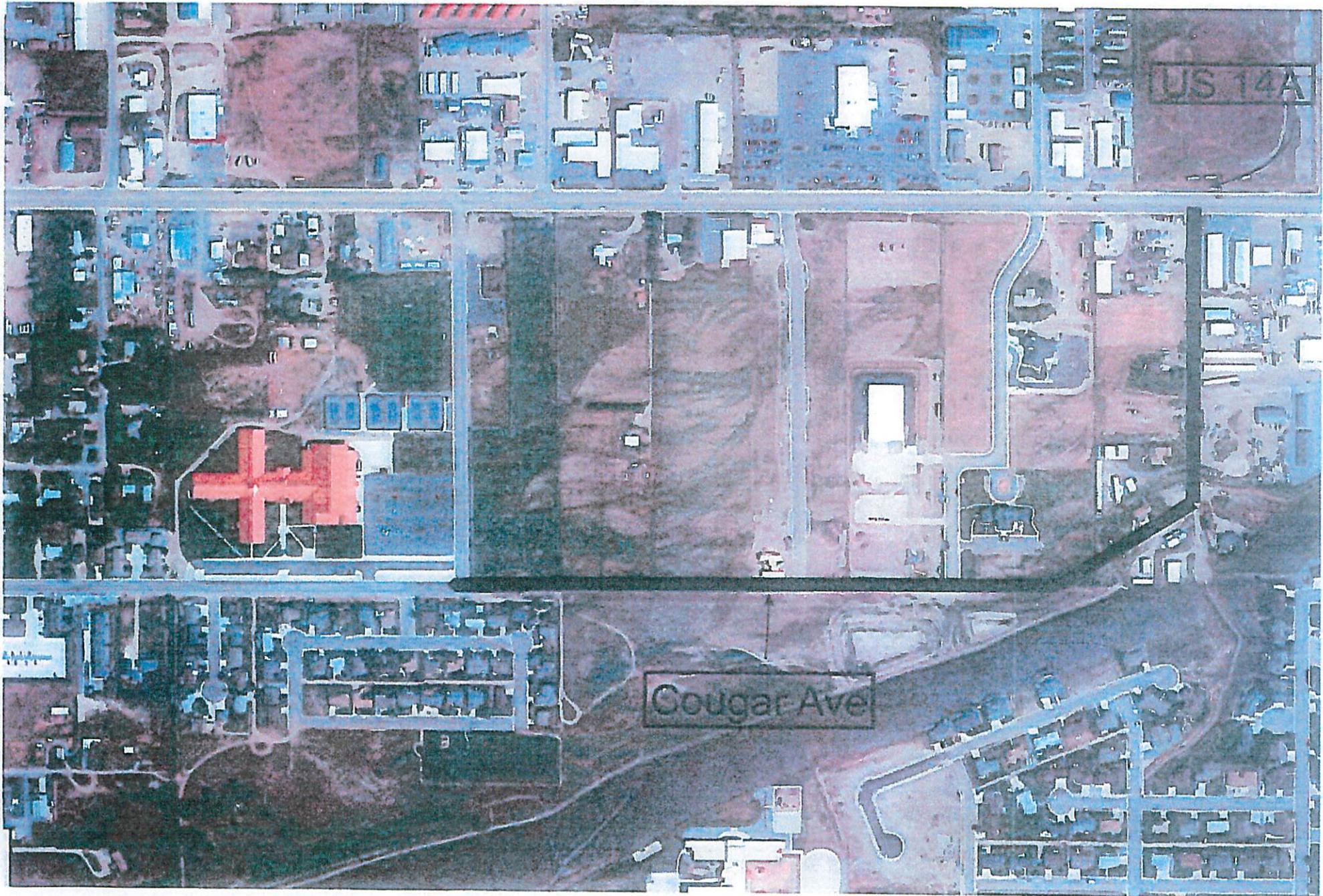
By: _____

Alysia Goldman
Assistant Attorney General
State of Wyoming

Date Agreement prepared: 4-30-18

Cougar Avenue Project Map Cody, WY

EXHIBIT "A"
April 9, 2018



MEETING DATE: MAY 15, 2018

DEPARTMENT: ADMINISTRATION

PREPARED BY: CYNTHIA BAKER

PRESENTED BY: CYNTHIA BAKER

AGENDA ITEM SUMMARY REPORT

Red Canyon River Trips Lease Agreement

ACTION TO BE TAKEN:

Approve an agreement between the City of Cody and Red Canyon River Trips, for an encroachment license and lease agreement for public right of way located on Beck Avenue, between 12th Street and the first approach west of 12th Street, for the term of May 1 through September 30.

SUMMARY OF INFORMATION:

Michael & Sunny Burns, owner of Red Canyon River Trips has requested to use the City owned public right of way located on Beck Avenue, from 12th Street to the first approach west of 12th Street for the purpose of parking his river trip van and boat trailer. The area in which his business is located is also adjacent to the Cody Trolley Tours and between the Trolleys and his van and boat, there is not sufficient room to park both vehicles on 12th Street. In order to accommodate the public, Cody Trolley Tours and his clients, the Burns are requesting this area for his parking which is nearby his place of business.

The City of Cody has entered into encroachment agreements such as this in the past with Red Canyon River Trips as well as similar agreements throughout the City. Other agreements were with the Stump Family Trust for the encroachment of a deck onto the City right of way and an agreement was with Diehl Enterprises for the encroachment onto public right of way of the property known as the Chamberlin Inn, as well as, with Ken Martin previous owner of Red Canyon River Trips.

FISCAL IMPACT

The City of Cody will receive \$50 for the encroachment license.

ALTERNATIVES

Approve or Deny the request.

ATTACHMENTS

Agenda Request Form
License Agreement

AGENDA & SUMMARY REPORT TO:

Michael & Sunny Burns, sunnydavidson1@gmail.com

AGENDA ITEM NO. _____

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 SUNNY BURNS

Organization Represented Beck Canyon River trips

Date you wish to appear before the Council _____

Mailing Address SUNNYDAVIDSON2@GMAIL.COM Telephone 303-319-1162

E-Mail Address 1119 12th Street

Preferred form of contact: Telephone _____ E-Mail

Names of all individuals who will speak on this topic _____

SUNNY BURNS

Event Title (if applicable) _____

Date(s) of Event (if applicable) START 5-15-18 to 9-15-18

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

USE of ISLAND on Beck and 12th to
PARK our BUSES on 1

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

Signature [Signature] Date 5-8-18.

AGREEMENT FOR ENCROACHMENT LICENSE

THE PARTIES to this agreement are the City of Cody, Wyoming (CITY) and Red Canyon River Trips (RED CANYON). This agreement is dated as of the date last executed by the parties below.

RECITALS

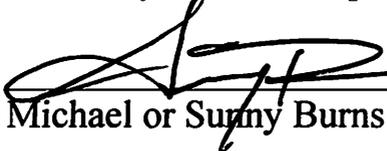
1. City of Cody is a properly formed municipal corporation in the State of Wyoming.
2. Red Canyon River Trips would like to utilize the City of Cody owned Public Right of Way located on the north side of Beck Avenue next to 12th Street, from 12th Street, west to the first approach west of 12th Street for the purpose of parking the motor vehicles and associated trailers in conjunction with the Red Canyon River Trips. The area requested is the dirt portion between the curb and gutter and the sidewalk.
3. The City is willing to accommodate Red Canyon and allow the encroachment for parking on the city owned public right of way.

NOW, THEREFORE, in consideration of the mutual covenants and promises described herein, the parties agree as follows:

1. City hereby grants a license to RED Canyon to encroach on the following described parcel of City public right of way:
See Attachment A
2. Red Canyon shall pay to the City the sum of Ten Dollars (\$10.00) per month for a total of \$50 payable to the City of Cody on or before May 1, 2018.
3. The term of this agreement shall be May 1, 2018 through September 30, 2018.
4. This license for encroachment is given as a matter of convenience and the same may be revoked by the City at any time for any reason whatsoever. In the event that City determines it will revoke this license, it shall give notice to Red Canyon in writing at least thirty (30) days in advance of the revocation.
5. Once the City terminates or revokes this license, Red Canyon agrees to remove any and all vehicles and trailers from the City public right of way and will restore the same to its original condition at the sole cost and expense of Red Canyon within fifteen (15) days of the revocation.

6. Red Canyon assumes all liability for itself, its agents, its representatives, employees, guests, invitees, and for the general public's presence and activities upon the public right of way occupied and shall indemnify and hold harmless the City, its agents, representatives, employees, officers, council members and agents from any and all claims, actions, lawsuits, disputes and controversies regarding Red Canyon's use of the public right of way.
This shall include but not be limited to claims or actions for personal injury, property damage, economic loss, death and all other liabilities and losses arising in any way under this agreement or arising from the use of the public right of way by Red Canyon or its agents, representatives, guests or employees. This indemnification shall include reasonable attorney's fees incurred by the City in defense of any action brought by any party against the City arising out of this agreement or use of the public right of way by Red Canyon's agents, representatives, guests and employees.
7. Red Canyon agrees to maintain the said public right of way by raking the area on a regular basis, keeping it free of debris and garbage, and keeping it free of weeds. In addition, the City of Cody may ask for any other reasonable maintenance to be performed as necessary.
8. Red Canyon agrees to park all associated vehicles by entering from the west side of the public right of way and exiting on the east side onto Beck Avenue.
9. Red Canyon agrees to park in such manner that the view for oncoming or turning traffic is not impeded at any time.
10. By entering into this agreement, the City does not waive its sovereign immunity or governmental immunity and expressly reserves the right to assert sovereign immunity and governmental immunity as defense to any action arising under this agreement.
11. This agreement shall be binding on the heirs, successors and assigns of both parties.
12. This agreement contains the entire understanding of the parties and there are no other promises, covenants, assurances, or understandings beyond the scope of this written agreement.

Red Canyon River Trips


Michael or Sunny Burns


Date

City of Cody, Wyoming

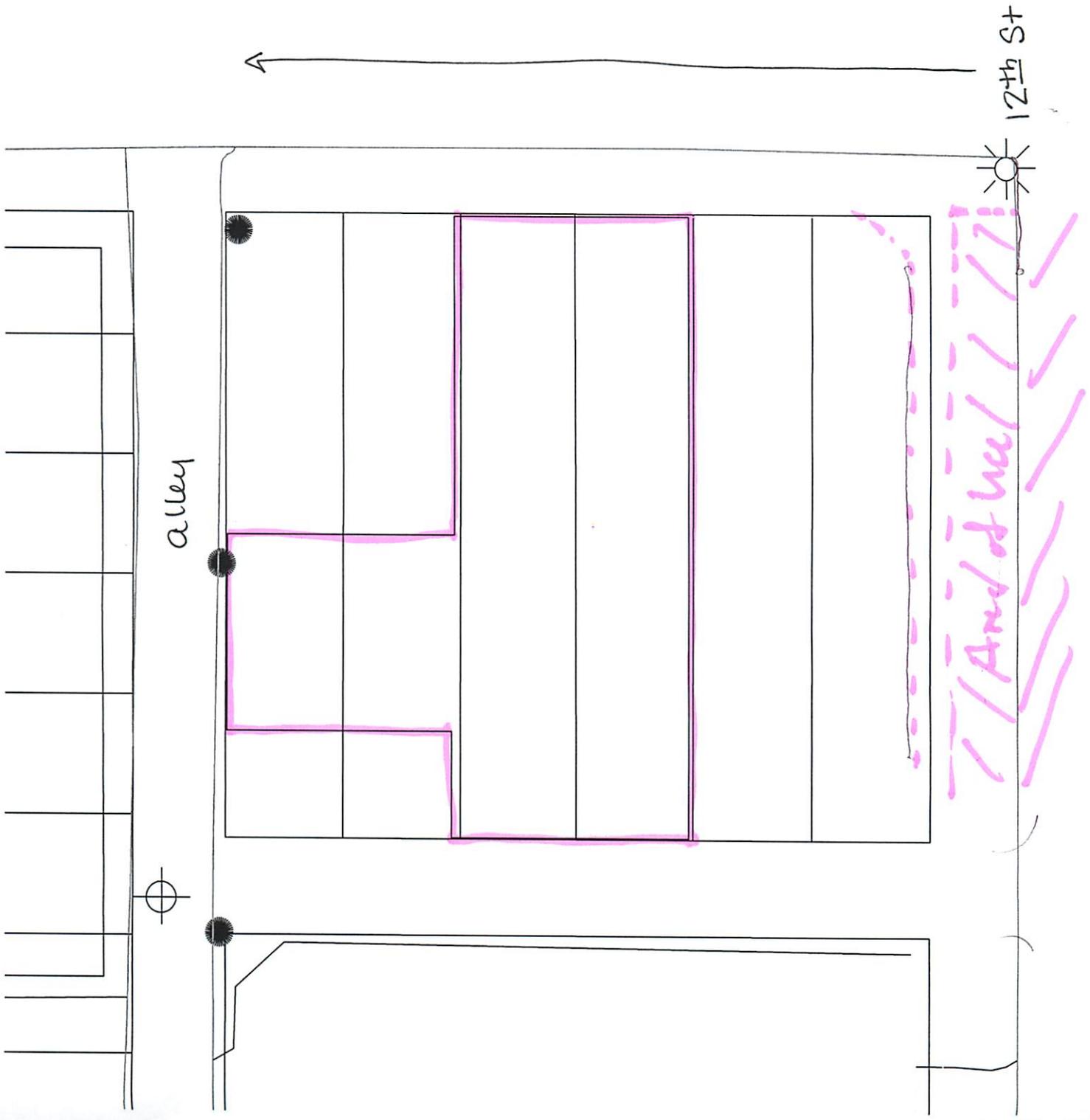
ATTEST:

Matt Hall
Mayor

Date

Cynthia Baker
Administrative Services Officer

Date



Beck

...

MEETING DATE: MAY 15, 2018

DEPARTMENT: ADMINISTRATIVE SERVICES

PREPARED BY: LESLIE BRUMAGE

PRESENTED BY: LESLIE BRUMAGE

AGENDA ITEM SUMMARY REPORT

Approve Change Orders 1 and 2 for the Wastewater Treatment Facility Phase 1 Project

ACTION TO BE TAKEN:

Approve change orders 1 and 2 from Harris Trucking and Construction for the Wastewater Treatment Facility Phase 1 project and authorize the Mayor to sign the final pay estimate and change orders.

SUMMARY OF INFORMATION:

Change Order #1 \$11,794.07: Additional work was completed on this project including adding an MAU intake hood to the exterior of the building to address frosting issues, changing the overhead door operator and installing concrete MH surface pads on influent L.1 and L.2.

Change Order #2 (\$14,202.30): Reconciliation of bid item quantities to final quantities, resulted in a credit back to the City.

FISCAL IMPACT

Original Contract	\$ 2,991,011.00	
Paid to Date	\$(2,990,648.01)	includes final retainage to be released
Change Order #1	\$ 11,794.07	
Change Order #2	<u>\$ (14,202.30)</u>	
	\$ (2,045.24)	reduction in project cost from original bid

ATTACHMENTS

Final pay estimate
Change Order #1
Change Order #2

AGENDA & SUMMARY REPORT TO:

None

AGENDA ITEM NO. _____

PROJECT: CITY OF CODY WWTF PRETREATMENT BLDG, EMBANKMENT, & ANCILLARY FEATURES
 PAY ESTIMATE NO. 13F
 CONTRACTOR: HARRIS TRUCKING AND CONSTRUCTION INC.
 PERIOD COVERED: DEC 7, 2017 THRU MAY 4, 2018
 CALENDAR DAY TO-DATE: N.A.

5/9/2018
 PAGE 1 OF 2
 JOB NO. 14111.01

ITEM NO.	DESCRIPTION	UNITS	EST. QTYS.	UNIT PRICE	QTYS THIS PERIOD	QTYS. TO DATE	TOTAL
1	MOBILIZATION	LS	1	\$140,931.00	--	1	\$140,931.00
2	UTILITY MAPPING	EA	10	\$103.00	--	6	\$618.00
3	GENERAL STORM WATER PERMIT	LS	1	\$5,750.00	--	1	\$5,750.00
4	CLEAR AND GRUB	AC	9	\$3,200.00	--	9	\$28,800.00
5	SELECT BACKFILL	CY	6,300	\$17.40	--	5798	\$100,885.20
6	EXCAVATION	CY	18,000	\$2.00	1304.00	20348	\$40,696.00
7	EMBANKMENT	CY	65,000	\$3.30	-911.00	67046	\$221,251.80
8	EMBANKMENT IMPORTED	CY	50,000	\$8.50	-2032.00	49547	\$421,149.50
9	CEMENT TREATED BACKFILL - TYPE 2	CY	15	\$70.00	--	9	\$630.00
10	CROSS UNDER BURIED UTILITIES	EA	4	\$220.00	--	3	\$660.00
11	PIT RUN SUBBASE COURSE (2-INCH MINUS)	CY	1,200	\$18.50	--	1200	\$22,200.00
12	CRUSHED BASE COURSE (GRDG W)	CY	470	\$22.00	--	470	\$10,340.00
13	MODULAR CONCRETE RETAINING WALL	SF	1,100	\$35.00	--	1090	\$38,150.00
14	RIPRAP - TYPE 1	CY	145	\$32.00	--	228	\$7,296.00
15	TREATED WATER MAINLINE; 8-INCH PVC AWWA C900, 165 (w/ GASLINE)	LF	1,033	\$29.00	--	1033	\$29,957.00
16	TREATED WATER SERVICE; 2-INCH HDPE AWWA C901-CTS 200 PSI	LF	45	\$34.00	--	45	\$1,530.00
17	REFERENCE MARKER	EA	4	\$59.25	2.00	2	\$118.50
18	DISINFECT (DIA.) TW PIPE	LF	1,078	\$0.50	--	1078	\$539.00
19	WAS PUMPING SYSTEM (w/o PUMPS)	LS	1	\$34,245.00	--	1	\$34,245.00
20	RAS PUMPING SYSTEM (w/o PUMPS)	LS	1	\$39,167.00	--	1	\$39,167.00
21	LINE 1 - PC1 INFLUENT LINE; 24-INCH & 18-INCH DIP	LF	116	\$448.00	--	116	\$51,968.00
22	LINE 2 - EC1 INFLUENT LINE; 18-INCH DIP & FLG x PE DIP	LF	174	\$243.00	--	162	\$39,366.00
23	LINE 3 - EC2 INFLUENT LINE; 22.76-INCH ID HDPE CL 100	LF	615	\$114.00	--	615	\$70,110.00
24	LINE 4 - EC1 EMERG OVERFLOW LINE; 18-INCH DIP & FLG x PE DIP	LF	176	\$220.00	--	164.25	\$36,135.00
25	SUMP LINE; 6-INCH PVC SCH 40	LF	38	\$50.00	--	38	\$1,900.00
26	LINE 5 & 7 - PC1 EFFLUENT LINE; 20 & 24-INCH PVC C905-DR 32.5 CIOD	LF	198	\$329.00	--	198	\$65,142.00
27	LINE 6 & 8 - PC1 EFFLUENT LINE; 24-INCH PVC C905-DR 32.5 CIOD	LF	151	\$153.00	--	151	\$23,103.00
28	LINE 9 - PC1 EFFLUENT LINE; 20-INCH PVC C905-DR 32.5 CIOD	LF	42	\$580.00	--	42	\$24,360.00
29	LINE 10 - PC1 EFFLUENT LINE; 24-INCH DIP & FLG x PE DIP	LF	66	\$513.00	--	48.1	\$24,675.30
30	INFLUENT LINE No. 1; 30-INCH PVC ASTM F679, PS46	LF	625	\$87.00	--	625	\$54,375.00
31	INFLUENT LINE No. 2; 18-INCH PVC ASTM F679, PS46	LF	177	\$95.00	--	177	\$16,815.00
32	WEST COOPER SEWER CONNECTION	LS	1	\$12,400.00	--	1	\$12,400.00
33	4-INCH DRAIN LINES	LF	190	\$25.00	--	190	\$4,750.00
34	T.V. INSPECTION - INFLUENT LINES 1 & 2	LF	802	\$7.00	--	729	\$5,103.00
35	SEEDING	ACRE	2	\$1,100.00	2.25	2.25	\$2,475.00
36	FERTILIZER TYPE 1	ACRE	2	\$275.00	2.25	2.25	\$618.75
37	MULCHING	ACRE	2	\$275.00	2.25	2.25	\$618.75
38	INFLUENT DISTRIBUTION BOX	LS	1	\$32,285.00	--	1	\$32,285.00
39	EFFLUENT SYSTEM CONTROL VAULT	LS	1	\$39,340.00	--	0.96	\$37,766.40
40	EFFLUENT DISTRIBUTION BOX	LS	1	\$90,140.00	--	1	\$90,140.00
41	6-INCH SIDEWALK	SF	1,075	\$9.00	--	1314.5	\$11,830.50
42	METAL PTB BUILDING	LS	1	\$827,300.00	--	1	\$827,300.00
43	SCADA SYSTEM	LS	1	\$64,260.00	--	1	\$64,260.00
44	MECHANICAL SYSTEM	LS	1	\$241,645.00	--	1	\$241,645.00
45	ELECTRICAL SYSTEM	LS	1	\$92,753.00	--	1	\$92,753.00

TOTAL WORK COMPLETED:	\$2,976,808.70
MATERIALS IN STORAGE:	\$0.00
CHANGE ORDER NO. 1:	\$11,794.07
TOTAL EARNED:	\$2,988,602.77
LESS RETAINAGE 0%:	\$0.00
TOTAL PAYABLE:	\$2,988,602.77
PREVIOUS PAYMENTS:	\$2,841,115.60
AMOUNT DUE:	\$147,487.17

PROJECT: CITY OF CODY WWTF PRETREATMENT BLDG, EMBANKMENT, & ANCILLARY FEATURES
PAY ESTIMATE NO. 13F
CONTRACTOR: HARRIS TRUCKING AND CONSTRUCTION INC.
PERIOD COVERED: DEC 7, 2017 THRU MAY 4, 2018
CALENDAR DAY TO-DATE: N.A.

5/9/2018
PAGE 1 OF 2
JOB NO. 14111.01

This Pay Estimate represents work completed to-date, to the best of my knowledge.

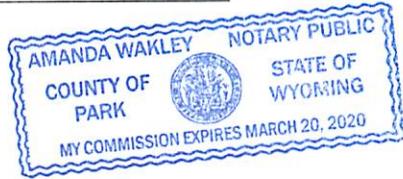
PROJECT ENGINEER: *[Signature]*
ENGINEERING ASSOCIATES

STATE OF WYOMING)
)SS
COUNTY OF PARK)

The undersigned contractor being first duly sworn hereby (1) approves the above estimate, (2) states that all claims for labor and materials incurred by him in the performance of the contract have been paid up to the date of this estimate, and (3) states that all Labor Standards Requirements have been fulfilled by him and all subcontractors under this contract.

HARRIS TRUCKING & CONSTRUCTION CO.
By: *[Signature]*
Title: *[Signature]*

The foregoing was acknowledged before me by *Sterling Christo*
this *19* day of *May*, 201*8*
[Signature]
Notary Public
My Commission Expires: *March 20, 2020*



APPROVED: _____
CITY OF CODY, WYOMING

PROJECT: CITY OF CODY WWTF PRETREATMENT BLDG, EMBANKMENT, & ANCILLARY FEATURES							PRINTED:		05/09/18	
JOB NO. 14111.01										
PAY ESTIMATE SUMMARY				ORIGINAL CONTRACT =		\$2,991,011.00		BID DATE:		10/18/16
PAY EST.	TOTAL WORK COMPLETED	PERCENT COMPLETE	MIS	CHANGE ORDERS	TOTAL EARNED	CURRENT RETAINAGE	MONTHLY RETAINAGE	TOTAL PAYABLE	PREV. PAYMENTS	AMOUNT DUE
1	\$35,830.55	1%	\$112,096.96	\$0.00	\$147,927.51	\$14,792.75	\$14,792.75	\$133,134.76	\$0.00	\$133,134.76
2	\$99,249.50	3%	\$307,675.28	\$0.00	\$406,924.78	\$40,692.48	\$25,899.73	\$366,232.30	\$133,134.76	\$233,097.54
3	\$317,228.75	11%	\$311,079.70	\$0.00	\$628,308.45	\$62,830.85	\$22,138.37	\$565,477.60	\$366,232.30	\$199,245.30
4a	\$782,940.48	26%	\$753,665.21	\$0.00	\$1,536,605.69	\$153,660.57	\$90,829.72	\$1,382,945.12	\$565,477.60	\$817,467.52
5a	\$1,194,130.90	40%	\$584,584.96	\$0.00	\$1,778,715.86	\$177,871.59	\$24,211.02	\$1,600,844.27	\$1,382,945.12	\$217,899.15
6	\$1,438,485.55	48%	\$535,688.52	\$0.00	\$1,974,174.07	\$197,417.41	\$19,545.82	\$1,776,756.66	\$1,600,844.27	\$175,912.39
7	\$1,605,802.39	54%	\$552,933.71	\$0.00	\$2,158,736.10	\$215,873.61	\$18,456.20	\$1,942,862.49	\$1,776,756.66	\$166,105.83
8	\$1,878,427.76	63%	\$412,967.72	\$0.00	\$2,291,395.48	\$229,139.55	\$13,265.94	\$2,062,255.93	\$1,942,862.49	\$119,393.44
9	\$2,299,286.65	77%	\$225,914.68	\$0.00	\$2,525,201.33	\$252,520.13	\$23,380.58	\$2,272,681.20	\$2,062,255.93	\$210,425.27
10	\$2,588,143.40	87%	\$107,504.85	\$0.00	\$2,695,648.25	\$269,564.83	\$17,044.70	\$2,426,083.42	\$2,272,681.20	\$153,402.23
11	\$2,816,921.90	94%	\$57,314.19	\$0.00	\$2,874,236.09	\$287,423.61	\$17,858.78	\$2,586,812.48	\$2,426,083.43	\$160,729.05
12	\$2,990,648.00	100%	\$0.00	\$0.00	\$2,990,648.00	\$149,532.40	-\$137,891.21	\$2,841,115.60	\$2,586,812.48	\$254,303.12
13 - FINAL	\$2,976,808.70	100%	\$0.00	\$11,794.07	\$2,988,602.77	\$0.00	\$0.00	\$2,988,602.77	\$2,841,115.60	\$147,487.17
RECONCIL =	-\$14,202.30					CHECK	\$149,532.40		TOTAL =	\$2,988,602.77

Date of Issuance: 05/08/18
 Owner: CITY OF CODY, WYOMING
 Engineer: ENGINEERING ASSOCIATES
 Contractor: HARRIS TRUCKING & CONSTRUCTION
 Project: WWTF PRETREATMENT BUILDING, EMBANKMENT, & ANCILLARY FEATURES

Effective Date: 05/15/18
 Owner's Contract No.:
 Engineer's Project No.: 14111.01

The Contract is modified as follows upon execution of this Change Order:

Description: Change numerous small items as listed on attached sheet, including MAU intake hood add, overhead door operator add and deduct, manual chain operator add, office wall rubber trim add, pilaster concrete add, effluent control vault cap deduct, and mh surface pads add.

Attachments: [List documents supporting change] See attached description of work listed above, dated 05/08/18.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>2,991,011.00</u>	Original Contract Times: Substantial Completion: <u>336 calendar days</u> Ready for Final Payment: <u>365 calendar days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>N.A.</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u> days
Contract Price prior to this Change Order: \$ <u>2,991,011.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>336 calendar days</u> Ready for Final Payment: <u>365 calendar days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>11,794.07</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,002,805.07</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>336 calendar days</u> Ready for Final Payment: <u>365 calendar days</u> days or dates

RECOMMENDED:
 By: [Signature]
 Engineer (if required)
 Title: Project Engineer
 Date: 5/8/18

ACCEPTED:
 By: _____
 Owner (Authorized Signature)
 Title _____
 Date _____

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Title GM
 Date 5/9/18

Concurrence by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

CODY WWTF

PRETREATMENT BUILDING, EMBANKMENT, & ANCILLARY FEATURES

CHANGE ORDER #1 ATTACHMENT; 05/08/18

1. MAU INTAKE HOOD – Add intake hood to exterior of building to address frosting issue.
\$7353.68
2. OVERHEAD DOOR OPERATOR – add for changing operator from “pull-type” to “jackshaft” and furnish additional backing/supports.
\$1067.06
3. OVERHEAD DOOR OPERATOR – deduct installation of “jackshaft” operator and give operator to City for future use in a non-explosive location; add manual chain operator, add office wall rubber trim, and add increased pilaster concrete due to size change.
\$773.33
4. CONCRETE MH SURFACE PADS – add concrete MH surface pads installed on four MHs on Influent L.1 and L.2.
\$2,600.00

NET CHANGE ORDER (INCREASE) = \$ 11,794.07

Date of Issuance: 05/09/18
 Owner: CITY OF CODY, WYOMING
 Engineer: ENGINEERING ASSOCIATES
 Contractor: HARRIS TRUCKING & CONSTRUCTION
 Project: WWTF PRETREATMENT BUILDING, EMBANKMENT, & ANCILLARY FEATURES

Effective Date: 05/15/18
 Owner's Contract No.:
 Engineer's Project No.: 14111.01

The Contract is modified as follows upon execution of this Change Order:

Description: Reconciliation change order to accommodate change from bid item quantities to final quantities.

Attachments: *[List documents supporting change]* See attached Reconciliation Worksheet, dated 05/09/18.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>2,991,011.00</u>	Original Contract Times: Substantial Completion: <u>336 calendar days</u> Ready for Final Payment: <u>365 calendar days</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : \$ <u>11,794.07</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u> days
Contract Price prior to this Change Order: \$ <u>3,002,805.07</u>	Contract Times prior to this Change Order: Substantial Completion: <u>336 calendar days</u> Ready for Final Payment: <u>365 calendar days</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>14,202.30</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u> days or dates
Contract Price incorporating this Change Order: \$ <u>2,988,602.77</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>336 calendar days</u> Ready for Final Payment: <u>365 calendar days</u> days or dates

RECOMMENDED:
 By: [Signature]
 Title: Project Engineer
 Date: 05/09/18

ACCEPTED:
 By: _____
 Title: _____
 Date: _____

ACCEPTED:
 By: [Signature]
 Title: CM
 Date: 5/9/18

Concurrence by Funding Agency (if applicable)
 By: _____
 Title: _____

Date: _____

RECONCILIATION CHANGE ORDER WORK SHEET

NO.	DESCRIPTION	UNITS	EST. QTYS.	ACTUAL QTYS.	DIFF.	PRICE	DIFFERENCE
1	MOBILIZATION	LS	1	1.00	0	\$140,931.00	\$0.00
2	UTILITY MAPPING	EA	10	6.00	-4	\$103.00	(\$412.00)
3	GENERAL STORM WATER PERMIT	LS	1	1.00	0	\$5,750.00	\$0.00
4	CLEAR AND GRUB	AC	9	9.00	0	\$3,200.00	\$0.00
5	SELECT BACKFILL	CY	6,300	5798.00	-502	\$17.40	(\$8,734.80)
6	EXCAVATION	CY	18,000	20348.00	2348	\$2.00	\$4,696.00
7	EMBANKMENT	CY	65,000	67046.00	2046	\$3.30	\$6,751.80
8	EMBANKMENT IMPORTED	CY	50,000	49547.00	-453	\$8.50	(\$3,850.50)
9	CEMENT TREATED BACKFILL - TYPE 2	CY	15	9.00	-6	\$70.00	(\$420.00)
10	CROSS UNDER BURIED UTILITIES	EA	4	3.00	-1	\$220.00	(\$220.00)
11	PIT RUN SUBBASE COURSE (2-INCH MINUS)	CY	1,200	1200.00	0	\$18.50	\$0.00
12	CRUSHED BASE COURSE (GRDG W)	CY	470	470.00	0	\$22.00	\$0.00
13	MODULAR CONCRETE RETAINING WALL	SF	1,100	1090.00	-10	\$35.00	(\$350.00)
14	RIPRAP - TYPE 1	CY	145	228.00	83	\$32.00	\$2,656.00
15	TREATED WATER MAINLINE; 8-INCH PVC AWWA C900, 165 (w/ GASLINE)	LF	1,033	1033.00	0	\$29.00	\$0.00
16	TREATED WATER SERVICE; 2-INCH HDPE AWWA C901-CTS 200 PSI	LF	45	45.00	0	\$34.00	\$0.00
17	REFERENCE MARKER	EA	4	2.00	-2	\$59.25	(\$118.50)
18	DISINFECT (DIA.) TW PIPE	LF	1,078	1078.00	0	\$0.50	\$0.00
19	WAS PUMPING SYSTEM (w/o PUMPS)	LS	1	1.00	0	\$34,245.00	\$0.00
20	RAS PUMPING SYSTEM (w/o PUMPS)	LS	1	1.00	0	\$39,167.00	\$0.00
21	LINE 1 - PC1 INFLUENT LINE; 24-INCH & 18-INCH DIP	LF	116	116.00	0	\$448.00	\$0.00
22	LINE 2 - EC1 INFLUENT LINE; 18-INCH DIP & FLG x PE DIP	LF	174	162.00	-12	\$243.00	(\$2,916.00)
23	LINE 3 - EC2 INFLUENT LINE; 22.76-INCH ID HDPE CL 100	LF	615	615.00	0	\$114.00	\$0.00
24	LINE 4 - EC1 EMERG OVERFLOW LINE; 18-INCH DIP & FLG x PE DIP	LF	176	164.25	-11.75	\$220.00	(\$2,585.00)
25	SUMP LINE; 6-INCH PVC SCH 40	LF	38	38.00	0	\$50.00	\$0.00
26	LINE 5 & 7 - PC1 EFFLUENT LINE; 20 & 24-INCH PVC C905-DR 32.5 CIOD	LF	198	198.00	0	\$329.00	\$0.00
27	LINE 6 & 8 - PC1 EFFLUENT LINE; 24-INCH PVC C905-DR 32.5 CIOD	LF	151	151.00	0	\$153.00	\$0.00
28	LINE 9 - PC1 EFFLUENT LINE; 20-INCH PVC C905-DR 32.5 CIOD	LF	42	42.00	0	\$580.00	\$0.00
29	LINE 10 - PC1 EFFLUENT LINE; 24-INCH DIP & FLG x PE DIP	LF	66	48.10	-17.9	\$513.00	(\$9,182.70)
30	INFLUENT LINE No. 1; 30-INCH PVC ASTM F679, PS46	LF	625	625.00	0	\$87.00	\$0.00
31	INFLUENT LINE No. 2; 18-INCH PVC ASTM F679, PS46	LF	177	177.00	0	\$95.00	\$0.00
32	WEST COOPER SEWER CONNECTION	LS	1	1.00	0	\$12,400.00	\$0.00
33	4-INCH DRAIN LINES	LF	190	190.00	0	\$25.00	\$0.00
34	T.V. INSPECTION - INFLUENT LINES 1 & 2	LF	802	729.00	-73	\$7.00	(\$511.00)
35	SEEDING	ACRE	2	2.25	0.25	\$1,100.00	\$275.00
36	FERTILIZER TYPE 1	ACRE	2	2.25	0.25	\$275.00	\$68.75
37	MULCHING	ACRE	2	2.25	0.25	\$275.00	\$68.75
38	INFLUENT DISTRIBUTION BOX	LS	1	1.00	0	\$32,285.00	\$0.00
39	EFFLUENT SYSTEM CONTROL VAULT	LS	1	0.96	-0.04	\$39,340.00	(\$1,573.60)
40	EFFLUENT DISTRIBUTION BOX	LS	1	1.00	0	\$90,140.00	\$0.00
41	6-INCH SIDEWALK	SF	1,075	1314.50	239.5	\$9.00	\$2,155.50
42	METAL PTB BUILDING	LS	1	1.00	0	\$827,300.00	\$0.00
43	SCADA SYSTEM	LS	1	1.00	0	\$84,260.00	\$0.00
44	MECHANICAL SYSTEM	LS	1	1.00	0	\$241,645.00	\$0.00
45	ELECTRICAL SYSTEM	LS	1	1.00	0	\$92,753.00	\$0.00
RECONCILIATION AMT:							(\$14,202.30)

ACTUAL CONT. AMT: \$2,991,011.00
 RECONCILIATION AMT: (\$14,202.30)
 CHANGE ORDER #1: \$11,794.07
 APPVD. TOTAL CONTRACT: \$2,988,602.77

Yellow = Mike's telephone changes

Blue = After meeting with City

MEMORANDUM OF UNDERSTANDING
Professional Services Agreement

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

1. The term of the agreement shall be perpetual or for the life of the building. It shall remain in full force and effect until terminated by either party. Termination shall be in writing at least three hundred and sixty-five (365) days in advance. The agreement may only be modified in writing after either party request modification(s) and after the governing bodies mutually agree to said modifications.
2. An annual review of compliance with the terms and conditions of the agreement shall be conducted by parties designated by the COUNTY and the CITY between January and February of each year. The results of this review including any recommended modifications and adjustments to costs, fees and expenses, including the number and percentage of incidents by agency from the previous twelve months shall be provided to the governing boards of the COUNTY and the CITY. The COUNTY'S designated parties will be the Chairman of the Board of County Commissioners and the Sheriff, or their designees. The CITY'S designated parties will be the Mayor, the City Administrator and the Chief of Police, or their designees. The results of this review shall be provided to the governing boards of the COUNTY and CITY and said review shall include but not be limited to the effectiveness of this agreement and any recommended changes thereto. No modifications or adjustments to this agreement, including modifications or adjustments to the costs, fees, expenses and other amounts established herein, shall be effective until the process described above has been followed, and until a written amendment has been approved and signed by both Governing Bodies.
3. The COUNTY shall provide custodial services to the CITY which shall include but not be limited to: interior cleaning, vacuuming, dusting and bathroom maintenance. Said services shall occur at a minimum of every other day; excluding weekends and holidays. CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$23,754.74 (50% of \$47,509.48) in 12 monthly payments of \$1,979.56 for the cost of janitorial services. Additionally, CITY shall pay to the COUNTY annually fifty percent of the total annual cost or \$4,678.92 (50% of \$9,357.83) in 12 monthly payments of \$389.91 for cleaning supplies and interior supplies for replenishing general custodial

Yellow = Mike's telephone changes

Blue = After meeting with City

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

4. The COUNTY and the CITY agree that in regards to the Law Enforcement Administration Facility, the COUNTY shall provide an estimate of anticipated repairs for the facility for consideration during the annual review. The COUNTY and the CITY agree to allocate in each respective budget funds to cover 50% of the mutually approved budgeted repair costs. If the parties do not agree that requested repairs, remodel, or other expenditures are necessary, each party will bear their own expense but the actual work will be coordinated through the COUNTY's Buildings & Grounds Department. The CITY will reimburse the COUNTY for its share of the actual repair costs within forty-five (45) days of being invoiced by the COUNTY for the CITY share of the repair costs. If the COUNTY determines an emergency exists, or unanticipated repairs arise, costs shall be shared at 50% by the CITY and COUNTY respectively.
5. The CITY shall provide exterior maintenance to the grounds of the facility including, but not limited to parking lot striping, sweeping, snow removal and plowing, landscaping maintenance, watering, weed control on property, including inside fenced areas and exterior window washing. The COUNTY shall provide a credit to the CITY's monthly bill reflecting fifty percent of the total annual cost or \$4,762 (50% of \$9,524) in 12 monthly credits of \$396.83. In the event that parking lot repairs, repaving or other capital repairs, improvements and other requirements are necessary, the CITY and COUNTY shall mutually agree to a funding mechanism which shall be part of the normal budgeting process for each appropriate party. In addition, the COUNTY will maintain all exterior cameras.
6. The COUNTY and CITY shall have access to all shared facilities related to the Law Enforcement Center including the meeting room, conference room, work-out facilities, and the garage. The COUNTY and CITY agree to coordinate the use of those areas for law enforcement purposes. The COUNTY and the CITY agree to share maintenance and replacement costs within shared facilities on an even basis. The COUNTY and CITY agree to pay equally in the cost of equipment for the workout and training rooms. However, the COUNTY and CITY agree that each may purchase items for the shared areas for the benefit of everyone if funds are available from one agency and not the other, without an expectation for reimbursement from the other agency.
7. The CITY agrees to pay 12.5% of the electric and 12.5% of the demand on a monthly basis. The CITY agrees to pay 12.5% of the monthly sewer and water costs. In the event it is determined that these fees do not represent the actual costs of providing services, said annual fees will be adjusted.

Yellow = Mike's telephone changes

Blue = After meeting with City

8. The CITY agrees to pay COUNTY a base fee of \$236,427.62 in 12 monthly payments of \$19,702.30 for "Dispatcher Wages and Benefits". Said base fee is calculated from the Total Dispatch wages and benefits (EXHIBIT A) multiplied by the percentage of total police department incidents generated the preceding year (EXHIBIT B). Incidents shall be defined as a call for service initiated for documentation purposes as received either by an individual or generated by the Officer for a legal record of a call for service to be used for court and/or statistical tracking purposes and such incident types that shall be billable are outlined in EXHIBIT D. In addition, the CITY also agrees to pay COUNTY \$54,000 in 12 monthly payments of \$4,500 for services described in EXHIBIT C. In addition, the CITY agrees to pay COUNTY a percentage portion of the yearly Radio Console Maintenance Costs based upon the aforementioned, calculated Incident percentage.

A summary of this agreement appears in EXHIBIT A.

9. The CITY agrees to the following conditions related to Law Enforcement Center (LEC) IT Systems and Networks. The LEC Server/Switch Room is designated "County Space" within the facility, and any CITY access or use allowed within it is defined in Exhibit C. Access and use by the CITY to the County's LEC Server/Switch Room is defined in Exhibit C.¹ No changes may be made to anything outside those defined areas unless specifically approved by the COUNTY IT Staff. For compatibility and security purposes, any equipment or software the CITY plans on adding to any COUNTY Networks must be coordinated and approved by COUNTY IT Staff, prior to any implementation. This includes any connections entering or leaving the facility. If such equipment, software, or connections are not approved, then they may not be implemented. Said equipment, software, or connections must not adversely affect any COUNTY IT Systems. If implemented and said equipment, software, or connections do adversely affect COUNTY Systems, then said equipment, software, or connections must be removed until the adverse effect is corrected. Any Equipment or Software the CITY acquires that will not be integrated with or affect COUNTY Systems and Networks shall not need COUNTY approval. The COUNTY agrees to provide IT services that meet current Law Enforcement requirements for security and confidentiality.
10. The COUNTY shall provide access to any and all records produced by COUNTY through the Dispatch Center as it is related to CITY business. Records include, but are not limited to logs, reports, phone systems, phone recordings, radio transmissions and computerized records including email. The request for records may be verbally or in

¹ When the facility was originally completed and occupied in 2006, the CITY did not want to occupy or pay for the LEC Server/Switch Room space, because of its substantial cost. Instead, it was their intent to use the CITY designated IT Office areas for all their IT needs.

Yellow = Mike's telephone changes

Blue = After meeting with City

writing, and the CITY shall allow a reasonable time for the production of requested records.

11. The COUNTY will be responsible for insuring the entire building structure against fire, and other loss and casualty. The CITY will be responsible for insuring all CITY property and contents within CITY space and the COUNTY will be responsible for insuring all other property and contents. In the event of a catastrophic loss, the COUNTY and the CITY recognize the CITY'S 12.5% ownership of the Administrative portion of the Law Enforcement Center and the parties shall agree to either rebuild any portion damaged or compensate the CITY for their 12.5% ownership from the gross insurance proceeds. City shall pay the County 12.5% of the County's property insurance premium on the building ($\$31,299 \times .125 = \$3,912.37$) in 12 monthly payments of \$326.03.
12. Both the COUNTY and the CITY are government entities within the State of Wyoming. By entering into this agreement, neither the City nor the County waives its sovereign or governmental immunity, or any other rights, limitations and defenses provided by the Wyoming Constitution and Wyoming law, and both expressly reserve the right to assert such immunities, rights, limitations and defenses to any action arising out of this agreement.

Dated this _____ day of _____, 2018.

Chairman, Board of Park County Commissioners

ATTEST:

Park County Clerk

Mayor, City of Cody

ATTEST:

Administrative Services Officer

Yellow = Mike's telephone changes

Blue = After meeting with City

EXHIBIT A

Dispatcher Wages & Benefits Amounts

	From Last Agreement CY 2016	For New Agreement CY 2017
1. Gross Wages	\$329,740.86	\$341,379.32
2. OT Wages		
3. Social Security	\$24,877.19	\$25,587.88
4. Medicare		
5. Retirement	\$54,802.85	\$55,906.15
6. Workers Comp	\$9,698.38	\$7,595.18
7. Other Benefits	\$68,256.00	\$70,891.00
TOTAL	\$487,375.28	\$501,359.53
City's Incident Percentage	44.04%	47.1573%
City Share	\$214,640.07	\$236,427.62

Summary of this Agreement, Referenced on Page 3

	Yearly Costs from Last Agreement CY 2017	Yearly Costs for New Agreement CY 2017	Monthly Costs for New Agreement CY 2017
1. Dispatch Labor Costs	\$214,640.07	\$236,427.62	\$19,702.30
2. Exhibit C Services Costs	\$50,000.00	\$54,000.00	\$4,500.00
3. Inside Maintenance Supply Costs	\$4,854.55	\$4,678.92	\$389.91
4. Inside Maintenance Labor Costs	\$23,225.55	\$23,754.74	\$1,979.56
5. Outside Maintenance Costs	-\$4,762.00	-\$4,762.00	-\$396.83
6. Building Insurance Costs	\$3,912.37	\$3,912.37	\$326.03
7. Console Maintenance Costs (Console Maintenance Costs are pre-billed for 2018-2019)	\$7,061.81	\$7,939.87	\$661.66
TOTAL	\$298,932.35	\$325,951.52	\$27,162.63

Console Yearly Maintenance costs beginning 2017 Agreement.
CITY's portion based on actual incident percentage.

	Yearly Cost	City %
1. Year 1 (warranty)	\$0.00	\$0.00
2. Year 2 (2017-2018)	\$16,035.00	\$7,061.81
3. Year 3 (2018-2019)	\$16,837.00	\$7,939.87
4. Year 4 (2019-2020)	\$17,679.00	TBD

Yellow = Mike's telephone changes

Blue = After meeting with City

5. Year 5 (2020-2021)	\$18,563.00	TBD
-----------------------	-------------	-----

DRAFT

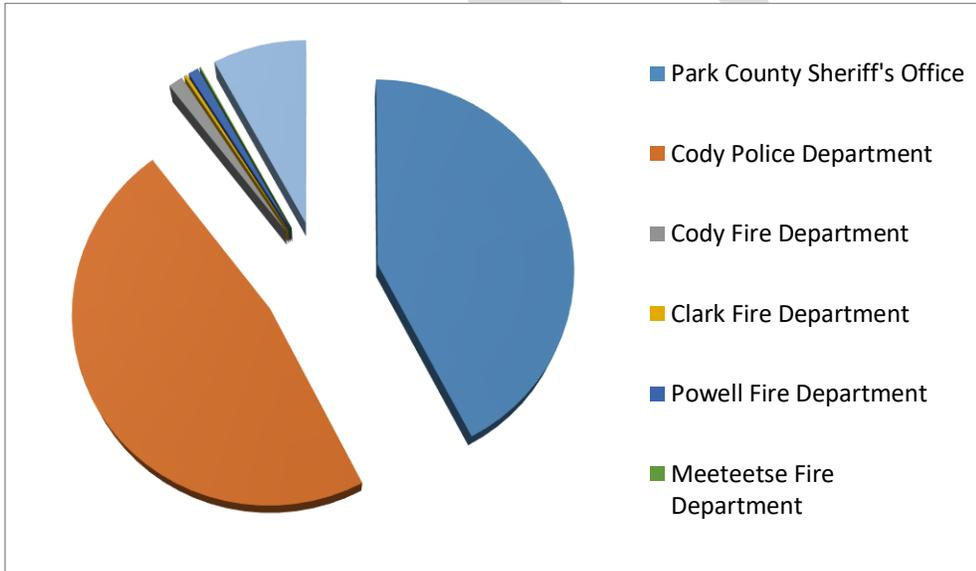
Yellow = Mike's telephone changes

Blue = After meeting with City

EXHIBIT B

Communications Center resources
by LOGGED incidents only
For Calendar year 2017

agency	total	percent of total	
10584	24976	42.3767%	Park County Sheriff's Office
11778	24976	47.1573%	Cody Police Department
311	24976	1.2452%	Cody Fire Department
66	24976	0.2643%	Clark Fire Department
222	24976	0.8889%	Powell Fire Department
30	24976	0.1201%	Meeteetse Fire Department
1985	24976	7.9475%	Cody Regional Health
<hr/>			
24976		100.0000%	



Yellow = Mike's telephone changes

Blue = After meeting with City

EXHIBIT C

GENERAL DISPATCH SERVICES

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

ADDITIONAL SERVICES

- Provide integration on Dispatch Consoles for 2 conventional radio channels and 3 Wyolink talkgroups for the purpose of dispatching calls for service and communicating with Police personnel.
- Provide integration on Dispatch Consoles for 1 conventional radio channel and 1 Wyolink talkgroup for the purpose of communicating with City Utilities personnel, when necessary.²
- Provide space for placement of 3 consolette radios in Radio Room to accommodate Police and City Radio systems.³
- Provide space for 3 antennas and feed lines on tower at 210-foot, 200-foot, and 115-foot levels to accommodate the consolette radios for Police and City radio systems.⁴
- Provide space for 1 Wireless Access Point antenna and related feed line on the tower at approximate 20-foot level to accommodate Police mobile video system operations.⁵
- Provide NEC Telephone Interfaces and basic telephone service for up to 21 Telephones (telephones to be provided by City). Of the 21, 16 will be Digital Phone Ports and 5 will be Analog Phone Ports.⁶
- Provide 16 Direct Inward Dial (DID) Extensions for use with telephones (Extensions 8720 through 8735).⁷
- Provide 5 Non-DID Extensions for use with telephones (Extensions 8130 through 8134).⁸
- Provide Interconnect Services for other County Telephone systems (Courthouse, annex, etc.).

² Added 1 Wyolink Talkgroup to consoles for communicating with City Utilities.

³ Reduced space for number of consolette radios from 4 to 3 because of antenna changes.

⁴ Reduced number of consolette antennas from 4 to 3 to accommodate WAP antenna instead.

⁵ Wireless Access Point (WAP) antenna added in.

⁶ City has always had 16 Digital and 5 Analog telephone ports. They were just never defined.

⁷ City has always had 16 DID extensions. They were just never defined.

⁸ City has always had 5 non-DID extensions. They were just never defined.

Yellow = Mike's telephone changes

Blue = After meeting with City

- Provide telephone voice mail service for up to 40 users.
- Provide logging recorder channels for 7 radio channels and software to access those recordings.⁹
- Provide logging recorder export of any phone calls or radio traffic related to Cody Police activity that may be available on County Logging Recorder.
- Provide CITY access to the LEC Server/Switch Room, limited to CITY IT Staff in the performance of their necessary duties. Access by any other CITY personnel must receive prior approval from COUNTY IT Staff.¹⁰
- Provide designated space in the LEC Server/Switch Room for 1 eight-foot CPI Equipment Rack, for the installation, mounting, and containment of CITY owned or operated equipment. Connections running to and from this Equipment Rack must be coordinated and approved by COUNTY IT Staff.¹¹
- Provide 50 IPv4 Network Addresses for CITY use on the County Network in the following contiguous blocks: 192.168.0.100 through 192.168.0.119 and 192.168.0.121 through 192.168.0.150. (IPv6 addresses are not authorized on the COUNTY Networks)¹²
- Provide up to 50 Network Switch Connections to the County Computer Network.¹³
- Provide Data Link Services between Law Enforcement & Courthouse (Misc. Data Services)
- Provide Access for 1 outside Terminal Service User, for use from 2 locations (School Resource Officer - Locked down by locations and external IP addresses)
- Provide redundant Internet Access for up to 50 Devices on the County Network (subject to Firewall restrictions)¹⁴
- Provide Internet Firewall protection for up to 50 Devices on the County Network.¹⁵
- Provide Computer Domain User Accounts for up to 50 users.¹⁶
- Provide Computer Domain Device Accounts for up to 50 devices.¹⁷
- Provide access for up to 50 Exchange Server Internal Clients/Accounts (Microsoft Outlook – Email Etc.).¹⁸
- Provide & maintain CodyPD.net Domain registration and services.¹⁹
- Provide Up to 25 Anti-Virus client agents for Police Computer Workstations.

END OF EXHIBIT C

⁹ Increased logging recorder channels from 6 to 7.

¹⁰ This was added to allow access to their equipment rack, should it remain there. See Footnote 11.

¹¹ This was never addressed when this rack was installed. This now defines it, should the city want to keep it there.

¹² Increase IP addresses from 25 to 50.

¹³ Increase network switch connectivity from 25 to 50.

¹⁴ Increase Internet Access from 25 to 50 devices.

¹⁵ Increase Firewall protection from 25 to 50 devices.

¹⁶ Increase Domain User Accounts from 40 to 50.

¹⁷ Increase Domain Device Accounts from 25 to 50.

¹⁸ Increase Exchange Server accounts from 40 to 50.

¹⁹ The County had always maintained the CodyPD.net domain. This just accounts for it.

Yellow = Mike's telephone changes

Blue = After meeting with City

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

CITY OF CODY
NOTICE OF APPLICATION FOR A
NEW MICROBREWERY

Notice is hereby given that on the 25th day of April, 2018, Taproom LLC dba Wyold West Taproom filed an application for consideration of the Microbrewery license in the office of the clerk of the City of Cody for the following described place: 1022 13th Street., Cody, WY 82414, and protests, if any there be, against the issuance of either license will be heard at the hour of 7:00 pm, or as soon thereafter as practical, on the 15th day of May 2018, in the Council Chambers of City Hall, 1338 Rumsey Avenue, Cody, Wyoming.

Date: April 26, 2018

Cindy Baker

Administrative Services Officer

MEETING DATE: MAY 15, 2018
DEPARTMENT: ADMINISTRATIVE SERVICES
PREPARED BY: CINDY BAKER
ADMIN SERVICES OFFICER
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT
Request for Microbrewery Liquor License

ACTION TO BE TAKEN:

Consider approving the request for a New Microbrewery Liquor License

SUMMARY OF INFORMATION:

Taproom LLC dba Wyold West Taproom would like to apply for a new Microbrew liquor license to be located at 1022 13th Street for the license term ending 07/31/2017. Currently the City of Cody has eighteen (of the twenty allowed by population) unissued Micro Brewery Liquor Licenses.

FISCAL IMPACT

Receive \$104.18 in prorated fees and \$500 for the renewal of the annual Micro Brewery liquor license permit fee, no negative impact.

ALTERNATIVES

1. Approve the Micro Brewery liquor license
2. Deny the Micro Brewery liquor license

ATTACHMENTS

Liquor license application, lease, statement of financial stability

AGENDA & SUMMARY REPORT TO:

Taproom LLC

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

Local License #: _____

Licenses Fees Annual Fee: \$ 104.18 Date filed with clerk: 4/25/18

Prorated Fee: \$ _____ Advertising Dates: (2 Weeks) 05/3 & 05/10

Transfer Fee: \$ _____ Hearing Date: 5/15/18

Publishing Fee: \$ 142.50

Publishing Fee Direct Billed to Applicant:

Licenses Term: 05/16 118 Through 7 131 118
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: Taproom LLC

Trade/Business Name (dba): WYold West Taproom

Building to be licensed/Building Address: 1022 13th St.
Number & Street

Cody WY 82414 Park
City State Zip County

Mailing Address: 221 N. Bent St.
Number & Street or P.O. Box

Powell WY 82435
City State Zip

Business Telephone Number: (307) 764-6200 Fax Number: ()

E-Mail Address: jessica.laughlin@wyoldwest.com

Brief legal description and the zoning of the licensed building or site for licensed building: W.S. 12-4-102 (a) (vi)
S 46' of W 15' of Lot 11; S 40' of Lots 12, 14 & 15 S 44' of Lot 16 Block 9 City of Cody

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

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

<input type="checkbox"/> RETAIL LIQUOR LICENSE ON-PREMISE ONLY (BAR)	<input type="checkbox"/> RESTAURANT LIQUOR LICENSE <input type="checkbox"/> RESORT LIQUOR LICENSE <input type="checkbox"/> BAR AND GRILL	<input checked="" 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
<input type="checkbox"/> OFF-PREMISE ONLY (PACKAGE STORE)	LIMITED RETAIL (CLUB) <input type="checkbox"/> VETERANS CLUB <input type="checkbox"/> FRATERNAL CLUB <input type="checkbox"/> GOLF CLUB <input type="checkbox"/> SOCIAL CLUB	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
<input type="checkbox"/> COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		

To Assist the Liquor Division with scheduling inspections: **WHEN DO YOU OPERATE?**

FULL TIME (e.g. Jan through Dec) SEASONAL/PART-TIME NON-OPERATIONAL/PARKED

(specify months of operation) DAYS OF WEEK (e.g. Mon through Sat) HOURS OF OPERATION (e.g. 10a - 2a)

from Jan. to Dec. from Sun. to Sat. from 10am to 12am

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 2 paragraph 11 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?
J. Properties					58%	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Andrew Whitlock					40%	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): _____

(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) YES NO
(Requires wholesaler license with the Liquor Division)

(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

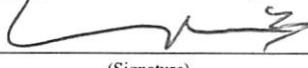
(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S.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

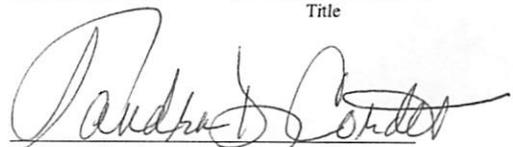
Signed and sworn to before me on this 25th day of April,

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

- | | | | |
|----|---|-----------------|------------------|
| 1) |  | WILLIAM JAZULIS | OPERATING MEMBER |
| | (Signature) | (Printed Name) | Title |
| 2) | _____ | _____ | _____ |
| | (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: Nov 17, 2020

LEASE AGREEMENT

THIS AGREEMENT is made between Andrew D. & Theresia A. Cowan, Cody, Wyoming (LESSOR) AND Taproom LLC DBA WYOld West Taproom, Powell, Wyoming (LESSEE).

W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree as follows:

1. **LESSEE** will occupy the property at 1022 13th Street; Cody, WY 82414. The dispensing area will be in the north central portion of the building.
2. The initial term for the lease will commence June 1, 2018 and end May 31, 2019 with an automatic renewal of a one year terms unless the agreement has been terminated with a 30 day written notice from the Lessee to the Lessor prior to the end of the lease. The monthly rate will be \$2,500 per month which will be billed the first day of every lease term and payable in 30 days.
3. **LESSEE** agrees that the premises shall not be altered, changed or remodeled without the prior consent of the **LESSOR** obtained. **LESSOR** shall be responsible for all building structure and roof maintenance. **LESSEE** shall be responsible for maintenance upkeep and replacement needed at the facility during the term of this agreement including but not limited to day to day maintenance, small repairs and all major repairs and replacements as needed.
4. **LESSEE** will repair all damage that may be caused to the described premises by its operation thereof during this term other than: damage by the elements, and acts of God and outside forces over which it has no control, and that upon the expiration of this agreement, or any renewal or continuation thereof, it will surrender said premises to the owner in as good condition as received, such ordinary and reasonable wear and tear and damages by the elements, acts of God and outside forces excepted.
5. **LESSEE** will pay monthly fees and equipment costs for data, communications and utilities. **LESSOR** will pay for property taxes and building insurance.
6. **LESSEE** agrees that it shall indemnify and hold harmless **LESSOR** from any claims or liability for any and all damages or injuries to persons or property that may occur in or on said premises and/or which are the direct or indirect result of **LESSEE'S** operation and maintenance of the tap room and facilities or of activities occurring thereon.

7. Should **LESSEE** fail to perform any of the covenants and agreements herein contained on its part to be kept and performed, then it shall be lawful for the **LESSOR** to re-enter and take full and absolute possession of said premises and to hold and enjoy the same fully and absolutely.
8. **LESSEE** shall not have the right to assign or transfer this agreement or any part of said premises.
9. **LESSEE** upon vacating the premises shall maintain ownership and remove all Furniture, Fixtures, and Equipment (all tap wall items) from the premises as well as the walk in cooler condenser and door.
10. **LESSOR** agrees upon the **LESSEE** vacating the premises they shall not lease the building to another like kind business or operate a like kind business for a period of one year from the time the **LESSEE** vacates the premises.
11. **LESSOR** is aware and agrees to the manufacture and sale of malt beverages in accordance with the Microbrewery License held by the **LESSEE**.

This agreement shall be binding upon the parties and all successors in interest thereto.

DATED this 25TH day of April, 2018.

Andrew D. & Theresia A. Cowan



Wyold West Taproom



Operations Manager, Dr. William Jarvis

MEETING DATE MAY 15, 2018
DEPARTMENT: CODY POLICE DEPARTMENT
PREPARED BY: CHUCK BAKER, CHIEF OF
POLICE
DEPT. DIR. APPROVAL: _____
CITY ADM. APPROVAL: _____

AGENDA ITEM SUMMARY REPORT

2018 Street Closure Request for The Wild Bunch Gunfighters

BACKGROUND

The "Wild Bunch Gunfighters" are requesting permission to hold Western Re-Enactment Gunfighter Shows June 4, 2018 through September 22, 2018 on 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue.

The City Council has approved similar requests in the past for a different gunfighter group.

This section of 12th Street is subject to closure requests for other events during the year.

SUMMARY

The purpose of this closure is to allow the "Wild Bunch Gunfighters" to entertain the general public and visitors of Cody. The Wild Bunch Gunfighters will provide a scripted theatrical type event that re-enacts old western days. These shows include the discharging of replica firearms that are incapable of expelling any projectiles by the action of an explosion using manufactured blank ammunitions

The Wild Bunch Gunfighter presentation will take place during the following time period:

June 4, 2018 through September 22, 2018
Monday through Saturday,
5:00 PM through 7:00 PM.

No alcohol will be permitted in the street.

REQUEST(S) OF EVENT ORGANIZER

Street Closure

The closure of 12th Street between Sheridan Avenue and the first alley south of Sheridan Avenue from 5:00 p.m. through 7:00 p.m., from June 4, 2018 through September 22, 2018

FISCAL IMPACT

There is no fiscal impact to the City of Cody.

The event organizers provide the barricades, signage, and personnel for set-up and tear-down.

The event organizers clean the street following each performance.

AGENDA ITEM NO. _____

ALTERNATIVES

The Wild Bunch Gunfighters would need to select a different public location and submit another closure request, or private property should the Council deny this request.

RECOMMENDATION

Staff recommendation is that this request be approved for the above time frame pursuant to the Wild Bunch Gunfighters agreement of the conditions to discharge the replica firearms as outlined by the Chief of Police. Require applicant to provide proof of liability insurance prior to the event.

ATTACHMENTS

1. City of Cody Agenda Request From
2. Conditions to discharge firearms.

AGENDA & SUMMARY REPORT TO:

POLICE DEPARTMENT
CITY OF CODY

May, 11, 2018

To: Wild Bunch Board of Directors
Ken Martin

From: Chuck Baker, Chief of Police

Subject: Conditions for Discharging Weapons in the City for the Wild Bunch
Gunfighter Summer 2018 Re-Enactment Shows.

Pursuant to City of Cody Code Section 5-4-1, the discharging of any firearms in city limits are prohibited, except by permission of the chief of police or city council. This memorandum outlines the conditions which the Wild Bunch must follow in order for the chief of police and city council to grant permission to the Wild Bunch or any participants in the Cody Wild Bunch Gunfighter Summer 2018 Re-Enactment Shows that will be discharging blank cartridge ammunitions. The chief of police or his designee retains the right to revoke the permission granted to discharge firearms at any time.

- The discharging or firing of blanks from replica firearms will only be permitted on the designated section of 12th Street subject to the closure request during the Wild Bunch Gunfighter Shows during the listed dates and times.
 - June 4, 2018 through September 22, 2018. Monday through Saturday, 5:00 PM through 7:00 PM.
- The Wild Bunch Gunfighters will only use replica blank firearms incapable of expelling a projectile by the action of an explosion and will only use blank cartridge ammunitions produced by a reputable manufacturer. The manufacturer's recommended safety standards shall be followed.
- Wild Bunch Gunfighters shall adopt a set of "Safety Rules" and all members shall be familiar with the rules and shall receive a copy of the rules. A copy of the 2018 Wild Bunch Gunfighter Safety Rules will be provided to the Chief of Police prior to June 4, 2018 and any revision to the rules will be reported to the Chief of Police prior to the next Wild Bunch Gunfighter show.

- An independent third party will be designated as the “Site Safety Manager”.
 - Site Safety Managers shall have experience working with the type of firearms being used, knowledge of their use, safe handling and safekeeping, and familiarity with the blank munitions utilized by the Wild Bunch Gunfighters.
 - Site Safety Managers will be responsible for ensuring the Safety Rules adopted by the Wild Bunch Gunfighters are strictly adhered to and enforced.
 - A Site Safety Manager will be on site at all times during the shows to monitor overall safety and will not be involved in the actual show performances.
 - Site Safety Managers immediate contact information will be provided to the Police Department.
 - Site Safety Manager has final say of any safety issues. All firearms used during the events are under his/her direct control even when being held by an actor.
 - The Site Safety Manager will work with the Wild Bunch Gunfighter actors, set design and script writers to ensure site safety for both actors and visitors.

In addition to the conditions described herein, the Wild Bunch Gunfighters shall comply with any and all other conditions imposed by the Governing Body of the City of Cody.

- A roster of all Wild Bunch Gunfighters will be provided to the Chief of Police prior to June 4, 2018 and any revisions to the list will be reported to the Chief of Police prior to the next Wild Bunch Gunfighter Show.
- Pursuant to Ordinance 5-4-1 the Chief of Police or their designee has the authority to immediately suspend the authority to discharge firearms in city limits.
- Any complaints received about the discharge of these weapons during the events or violations of the Wild Bunch Gunfighter Safety Rules will be forwarded to office of the Chief of Police as soon as practical.

- The Wild Bunch Gunfighters shall obtain and have in place prior to its first performance in 2018 a liability insurance policy covering property damage, injuries, and death arising in any way from the gun show, and any activities associated with or related to the gun show, or from the acts, errors or omissions of its participants and members in relation to the gun show. Such policy shall have limits of not less than \$1,000,000.00 (One Million) per occurrence, and \$2,000,000.00 (Two Million) in the aggregate.

IT SHALL BE THE RESPONSIBILITY OF THE WILD BUNCH GUNFIGHTERS AND THE PARTICIPANTS TO READ, UNDERSTAND AND COMPLY WITH THESE CONDITIONS, THE RULES ADOPTED BY THE WILD BUNCH GUNFIGHTERS, AND ANY OTHER CONDITIONS REQUIRED BY THE GOVERNING BODY OF THE CITY OF CODY. THE WILD BUNCH GUNFIGHTERS SHALL ENSURE THEY CONDUCT THE GUN SHOWS IN A SAFE AND PRUDENT MANNER THAT PROTECTS THE PARTICIPANTS, SPECTATORS AND PEOPLE IN THE AREA OF THE GUN SHOW. THE CITY OF CODY, THE CODY POLICE DEPARTMENT AND IT EMPLOYEES, AGENTS, REPRESENTATIVES AND OFFICIALS WILL NOT INSPECT, SUPERVISE OR OVERSEE THE FIREARMS, AMMUNITION, THE LOADING OF FIREARMS, OR ANY ASPECT OF THE PERFORMANCE OF THE GUN SHOW.

Chuck Baker, Chief of Police

Date

President, Cody Gunfighters
 (Or their Designee)

Date

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 Ken Martin

Organization Represented Wild bunch

Date you wish to appear before the Council any time

Mailing Address C9 Wildhorse Rd Cody Telephone 307 2721192

E-Mail Address Wrestler134@gmail.com

Preferred form of contact: Telephone phone E-Mail _____

Names of all individuals who will speak on this topic me me Ken Martin

Event Title (if applicable) ~~ESS~~ Cody Gun fight highway

Date(s) of Event (if applicable) _____

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) close street on the side of Irma hotel
mon-thru sat from 5:00 to 7:00 PM

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

Signature Ken Martin Date 4/28/18

The Wild Bunch – 2018 Safety Rules

Common sense gun safety and practical site safety for the cast, crew and spectators is the responsibility of every member of the Wild Bunch performer. If you see an unsafe condition or violation of our listed safety rules it should be brought to the attention of the Site Safety Manager immediately.

1. The President of the Wild Bunch will designate "Site Safety Managers."
 - a. Site Safety Managers will have experience working with the type of firearms being used, knowledge of their use, safe handling and safekeeping, and familiarity with the blank munitions utilized by the Wild Bunch.
 - b. Site Safety Managers will be responsible for ensuring the Safety Rules adopted by the Wild Bunch are strictly adhere to and enforced.
 - c. Site Safety Manager will not be a part of performances and will be on site at all times during the shows.
 - d. Site Safety Manager has the final say of any safety issues and all firearms used during the events are under his/her direct control even when being held by an actor.
 - e. The Site Safety Manager will work with the Wild Bunch actors, set design and script writers to ensure site safety for both actors and visitors.
2. Absolutely no consumption of alcoholic beverages within an 8 hour period prior to any performance. Site Safety Managers have the authority to test any member for Blood Alcohol Content (BAC) at any time prior to, or during a performance.
3. Use or possession of illegal drugs is prohibited.
4. Any member using over the counter or prescription medication that could impair judgment or physical reaction time will discuss this use with the Site Safety Manager(s) prior to any performance.
5. Any member wishing to consume alcoholic beverages after a performance shall first secure all firearms and edged weapons – preferably in their vehicle, or other space as designated by the safety officer(s) and must wait for 30 minutes from conclusion of show.
6. No live ammunition of any kind or personally owned firearms will be allowed at the performance site.
7. All ammunition in gun belts must be "dummy" – incapable of firing, and be visibly distinguishable as such – ~~primers must already have been fired, or primers must be missing from such "dummy" ammunition.~~
8. Only blanks and firearms approved by the Site Safety Manager(s) will be used. Prior to the regular performing season, all firearms and blanks will be tested at a scheduled group safety day. Proficiency with firearms must be demonstrated to the satisfaction of the Site Safety Manager(s). No untested firearms and/or blanks may be used without prior clearance with the Site Safety Manager(s). Site Safety Manager(s) may test any firearm and/or blanks at any time, at their discretion.

9. All handguns will require a safety strap on the holster that will prevent the weapon from being easily removed from the holster while in public.
10. All firearms and edged weapons must be under total control, by the performer, at all times.
11. Firearms must be cleared (unloaded) or secured immediately after each performance by the Site Safety Manager.
12. Prior to being loaded all firearms to be used in the performance will be inspected by the Site Safety Manager(s). This will include an inspection of the cylinder, breach, receiver and barrel for any contamination or loose debris. Firearms shall not be loaded until just prior to performances. Performers will be issued the necessary quantity of blanks by the Site Safety Manager(s), for each performance.
13. Only approved glass items are to be used in the stage area. Stunt bottles must be approved by the Site Safety Manager(s).
14. Never, under any circumstances aim or shoot towards the head or face of another person. The weapon should always be "cheated" or deflected away from the other actors.
15. In order to prevent injuries, all stunts will be well rehearsed prior to any performance.
16. Violations of any safety rules will be dealt with as follows:
 - a. First Violation – verbal warning, suspension from performing for a two week period .
 - b. Second Violation – written suspension from Wild Bunch.
 - c. Site Safety Manager has the authority to immediately remove or suspend any member for negligent safety violations or unprofessional conduct.

I agree to these conditions as set forth above.



Performer



Date

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 DAVE THOMPSON

Organization Represented CIH IRMA HOTEL

Date you wish to appear before the Council MAY 15TH, 2018

Mailing Address 1192 SHERIDAN AVE Telephone 587-4221

E-Mail Address dave@irmahotel.com

Preferred form of contact: Telephone 587-4221 E-Mail _____

Names of all individuals who will speak on this topic DAVE THOMPSON
MIKE DARBY

Event Title (if applicable) MORGAN CAR SHOW

Date(s) of Event (if applicable) MAY, 30, 2018

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) PARKING FOR MORGAN CARS
ON 12TH STREET FROM SHERIDAN TO THE ALLEY
FROM 4pm-4pm ON MAY 30TH

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

Signature Dave Thompson Date 4/30/18

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 Sandy Pedersen/Ansje Lansing

Organization Represented VFW Auxiliary

Date you wish to appear before the Council next available meeting

Mailing Address 340 Trout Peak Cody Telephone 272-4999
POB 17 Wapiti 82450 Telephone 899-3046

E-Mail Address wyonawy@bresnan.net
lansing@tctwest.net

Preferred form of contact: Telephone _____ E-Mail

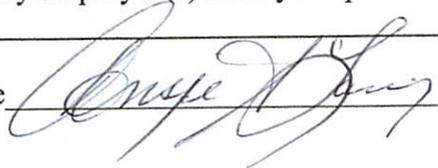
Names of all individuals who will speak on this topic Sandy Pedersen
Ansje Lansing

Event Title (if applicable) Family Freedom Festival

Date(s) of Event (if applicable) June 30 2018

Full description of topic to be discussed (include all relevant information, attach additional sheet if necessary) would like to close the street
between Sheridan's Beck. 10th Str
for Vehicles - PD, Sheriff's, Highway Patrol,
Fire Dept, Search & Rescue

Which City employee(s) have you spoken to about this issue? Sheriff Stewart

Signature  Date 4/24/18



Veterans of Foreign Wars Auxiliary
Cody Post 2673
Family Freedom Festival
Jun 30th 2018
Cody City Park
12pm-4pm

Greetings!

We are cordially inviting your organization to participate in the VFW Auxiliary Family Freedom Festival. This is a family-friendly, all-ages event to show our community what positive impact we all have on the community.

You can host a booth to show what your particular organization does or perhaps do a fun game for the children. Or maybe a booth to collect items for deployed troops! The event ideas are endless and we would really encourage your group to come and enjoy the afternoon on June 30th at City Park.

There will be lots of people in town that week for the Stampede, so this will be a well-attended event. We will have some food booths available and if that is something your group would like to do, go for it!

We want to encourage patriotism in our community and to promote special events throughout the year for our active-duty military families, for our veterans, and our community.

Please consider joining us for this very special event!

I'm sure you all have a ton of questions, and we are here to help answer them.

Two points of contact:

1. Sandy Pedersen
Dept. of Wyoming Secretary
307-272-4999
2. Ansje Lansing
President VFW Post 2673
307-899-3046

We are looking forward to hearing from you soon as we need to get the "ball rolling".


Ansje Lansing
President



JOIN US FOR THE
FAMILY FREEDOM FESTIVAL
VFW AUXILIARY

June 30th
12 - 4 City Park

Youth Activities:

- ~Face Painting
- ~Kids Games

Information Booths:

- ~Scholarship Program
- ~Veterans Family Support
- ~Americanism
- ~Hospital Volunteer Program
- ~Legislative

Additional information, Please contact: Sandy Pedersen 307-272-4999 or

Ansje Lansing 307-899-3046